

No. 20-1361

In the Supreme Court of the United States

Regina Berglass Heisler, individually and as the executrix
of the Succession of Frederick P. Heisler

Petitioner,

v.

Girod LoanCo, LLC

Respondent.

**Supplement to
Rule 44 Petition for Rehearing as to April 26 Denial of Certiorari**

Henry L. Klein (SCOTUS Bar 99146)
844 Baronne Street
New Orleans, LA 70113
504-439-0488
henryklein44@gmail.com

*Admitted to the United States Supreme Court
Bar on September 6, 1974*

SUPPLEMENTAL QUESTION PRESENTED

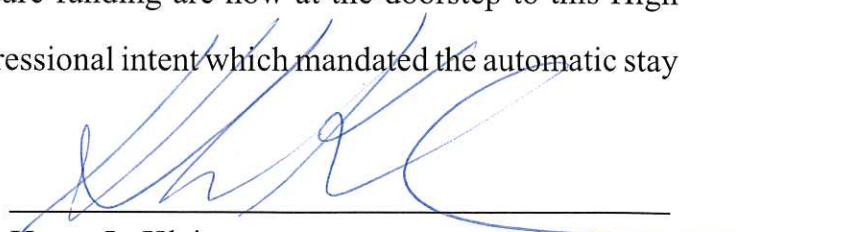
On May 10, 2021, the United States Chapter 7 Trustee sold Petitioner's property at 844 Baronne Street, New Orleans, Louisiana to Girod for \$1.8 million on a "credit bid" in the Bankruptcy of Regina Heisler, at Docket 20-11509, *prior* to any hearing on Girod LoanCo's contested Proof of Claim. The terms of the sale eliminate Petitioner's and any third party's rights pursuant to an Order entered April 23, 2021, the same day Petitioner's CERT Petition was considered by the Justices.

Q: Does the May 10, 2021 sale at the behest of Girod LoanCo. constitute an "...act to perfect and enforce liens against property of the estate and/or an act to collect, assess, or recover a claim against the debtor..." regarding seizures *commenced* pre-bankruptcy but not yet perfected or achieved when Petitioner's bankruptcy was filed?

Q: Do the continuing actions constitute "...intervening circumstances..." further supporting Rehearing?

ARGUMENT ENHANCING REHEARING

The lifting of the automatic stay and the refusal by the bankruptcy court below to reinstate the stay is making shambles of Petitioner's right to be protected by the bankruptcy act, an increasingly ripe issue pursuant to *Chicago v. Fulton*. The "...intervening circumstances..." in the case at bar have accelerated since Petitioner's CERT Petition was filed. The ruthlessness of Girod's use of bloated debt purchased from the FDIC remains unbridled. The abhorrent traits of vulture funding are now at the doorstep to this High Court. Respectfully, the damage to Congressional intent which mandated the automatic stay is irreparable in the case at bar.

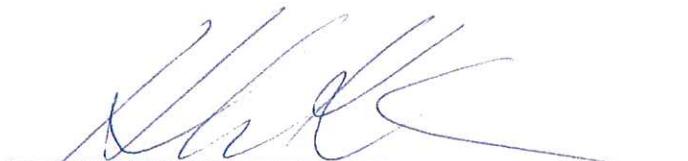


Henry L. Klein
844 Baronne Street
New Orleans, LA 70113
504-439-0488
henryklein44@gmail.com

*Admitted to the United States Supreme Court
Bar on September 6, 1974*

RULE 44(1) CERTIFICATE

I, Henry L. Klein, certify that the Petition for a Rehearing from the April 26, 2021 Order denying certiorari is limited to intervening circumstances not available or ripened when the Original Petition for Certiorari was filed. The intervening circumstances are substantial but were not capable of articulating at an earlier date. The "...controlling..." aspect is Justice SOTOMAYOR's concurrence on January 14, 2021, *contradicted* by the January 18, 2021 order that "...any filing by a party or ruling by a court in one of the civil actions will not violate the stay imposed by 11 U.S.C. 362(a)..." The Petition for Rehearing does not urge matters denied by the original Petition for Certiorari, but only provides facts necessary for perspective and context. The Petition is presented in good faith and not for delay. The Supplement is also presented in good faith and well within the 25-day limit post Writ denial.



Henry L. Klein, Supreme Court Bar 19946

Respectfully submitted,



Henry L. Klein
844 Baronne Street
New Orleans, LA 70113
504-439-0488
henryklein44@gmail.com

*Admitted to the United States Supreme Court
Bar on September 6, 1974*

1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112



Land Records Division
Telephone (504) 407-0005

Chelsey Richard Napoleon
Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2021-20449

Recording Date: 5/11/2021 04:09:48 PM

Document Type: SALE

Addtl Titles Doc Types:

Conveyance Instrument Number: 692921

Filed by: KEAN MILLER LLP
909 POYDRAS ST
STE 3600
NEW ORLEANS, LA 70112

**THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND
SHOULD BE RETAINED WITH ANY COPIES.**

ACT OF CASH SALE

BEFORE the undersigned Notaries Public, duly authorized in the parishes or counties and states indicated below and in the presence of the undersigned competent witnesses, on the dates set forth below, personally came and appeared:

WILBUR J. "BILL" BABIN, JR., in his capacity as the Chapter 7 Trustee of the bankrupt estate of Regina Berglass Heisler ("Debtor") pending in the United States Bankruptcy Court for the Eastern District of Louisiana Docket No. 20-11509 ("Proceedings") and pursuant to 11 USCA § 363(h) on behalf of any other owners of the Property (as hereinafter defined), duly authorized pursuant to the "Order Authorizing the Trustee to Sell 836-844 Baronne St." signed and entered in the Proceedings on April 23, 2021, and attached hereto as Exhibit A ("Seller");

who declared that for the price and consideration outlined below, as approved by Exhibit A, Seller hereby sells, assigns and delivers without warranty of title but with full subrogation to all rights and actions of warranty Seller may have unto:

GIROD REO, LLC, a Delaware limited liability company, pursuant to the written consent of its member attached hereto and made a part hereof, as Exhibit B whose address is c/o Capital Crossing Servicing Company, LLC, 100 Summer Street, Suite 1150, Boston, Massachusetts 02110-2106 ("Buyer");

INST #: C15RK000161
Case: Richard Nancarrow
CIVIL DISTRICT COURT
TYPE: S 34 PG(S)
DATE: 04/29/2021
CIN #: 699821


that certain parcel of land situated in the Parish of Orleans, State of Louisiana bearing municipal addresses 836-844 Baronne Street, New Orleans, Louisiana 70113, more fully described on Exhibit C, together with, all and singular, all (a) buildings, improvements, facilities, and standing timber thereon and all rights and appurtenances pertaining thereto, including all of the Seller's rights in and to the movable property located on or within such parcel (b) rights, ways, privileges, licenses, easements, and servitudes thereunto appertaining, including, without limitation, any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way, whether open or proposed, and any strips or gores between the above-described land and adjacent land, and any land lying in or under the bed of any creek, stream or waterway, in, or across, abutting or adjacent to the above-described land, (c) right, title and interest in and to all minerals and mineral rights of every kind and nature on, in or under the land, (d) rights, claims, and causes of action of any kind or character whatsoever pertaining to the Property, whether real or personal in nature, accrued, current, future, contingent, known or unknown, foreseen or unforeseen, and (e) right, title and interest in and to any water rights, applications, permits and certificates pertaining to the following described land (collectively, the "Property").

The possession and delivery of the Property Buyer hereby acknowledges.

The "Purchase Price" for the Property is One Million Eight Hundred Thousand Dollars and no cents (\$1,800,000.00) ("Purchase Price"). The Purchase Price is composed of two parts:

1. The "Cash Portion" in an amount sufficient to pay all past due ad valorem taxes and tax sale redemptions in the amount of One Hundred Six Thousand Eight Hundred Eighty-seven and 96/100 (\$106,887.96) and a cash carve-out to the Seller in the amount of One Hundred Seven Thousand Dollars (\$107,000.00).
2. The "Credit Portion", which shall be equal to the Purchase Price less the Cash Portion, which amount shall be paid by Buyer by applying a credit against the obligations owed to Girod LoanCo, LLC ("LoanCo") by the Debtor as stated in LoanCo's proof of claim on file in the Claims Registry of the Proceedings as of April 23, 2021.

SELLER HEREBY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS

TO, OR CONCERNING, (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON; (II) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (III) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL OR OTHER BODY, INCLUDING BUT NOT LIMITED TO ZONING AND USE; (IV) THE METES AND BOUNDS DESCRIPTION OF THE REAL PROPERTY OR (V) SUITABILITY OF THE PROPERTY FOR ANY USE WHATSOEVER. THE SALE OF THE PROPERTY IS MADE ON AN "AS IS," "WHERE IS" BASIS, AND BUYER EXPRESSLY ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY OR REPRESENTATION EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. NEITHER THE SELLER NOR ANY PARTY, WHOMSOEVER, ACTING OR PURPORTING TO ACT IN ANY CAPACITY WHATSOEVER ON BEHALF OF THE SELLER HAS MADE ANY DIRECT, INDIRECT, EXPLICIT OR IMPLICIT STATEMENT, REPRESENTATION OR DECLARATION, WHETHER BY WRITTEN OR ORAL STATEMENT OR OTHERWISE, AND UPON WHICH BUYER HAS RELIED, CONCERNING THE EXISTENCE OR NON-EXISTENCE OF ANY QUALITY, CHARACTERISTIC OR CONDITION OF THE PROPERTY HEREIN CONVEYED. BUYER HAS HAD FULL, COMPLETE AND UNLIMITED ACCESS TO THE PROPERTY FOR ALL TESTS AND INSPECTIONS WHICH BUYER, IN BUYER'S SOLE DISCRETION, DEEMS SUFFICIENTLY DILIGENT FOR THE PROTECTION OF BUYER'S INTERESTS.

BUYER AGREES THAT SELLER SHALL NOT BE RESPONSIBLE OR LIABLE TO BUYER FOR ANY CONSTRUCTION DEFECT, ERRORS, OMISSIONS OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS BUYER IS PURCHASING THE PROPERTY AS IS, WHERE IS AND WITH ALL DEFECTS AND VICES, WHETHER LATENT OR APPARENT, KNOWN OR UNKNOWN. BUYER HEREBY FULLY RELEASES SELLER, ITS EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HERAFTER ACQUIRE AGAINST SELLER, ITS EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT, ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. BUYER EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND WARRANTY AGAINST REDHIBITORY VICES IMPOSED BY LA. CIV. CODE ARTS 2475, 2524 OR ANY OTHER APPLICABLE STATE OR FEDERAL LAW. BUYER FURTHER WAIVES ANY RIGHTS IT MAY HAVE IN REDHIBITION OR TO A REDUCTION IN OR RESTITUTION OF PURCHASE PRICE AND REVENUES AND/OR COSTS PURSUANT TO LA. CIV. CODE ARTS 2520 TO 2548, INCLUSIVE, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. BUYER EXPRESSLY ACKNOWLEDGES SUCH WAIVERS AND BUYER'S EXPRESS

EXERCISE OF ITS RIGHTS TO WAIVE WARRANTY PURSUANT TO LA. CIVIL
CODE ART. 2548.



Buyer Initials

Taxes for the year 2021 and prior years have been paid or will be paid by the Buyer and taxes shall not be prorated between the parties. Seller shall not be responsible for the payment of past due ad valorem taxes or the redemption of any tax certificates on account of overdue ad valorem taxes. Buyer shall be responsible for payment to the tax collector of property taxes for the year 2022 and years subsequent to 2022.

The parties to this act waive the production of all mortgage, conveyance, tax, and all other necessary certificates and researches, and agree to release and relieve us, Notaries, from all responsibility and liability in connection with the non-production thereof.

The parties hereto waive a current survey of said property and release and relieve us, Notaries, of any responsibility and liability in connection therewith and for any title defects or other matters that might be shown on a current survey.

Purchaser declared that pursuant to La. Rev. Stat. Ann. § 9:2721, the address where property tax and assessment notices are to be mailed is: c/o Capital Crossing Servicing Company, LLC, 100 Summer Street, Suite 1150, Boston, Massachusetts 02110-2106.

All parties signing this instrument have declared themselves to be of full capacity.

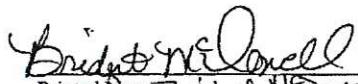
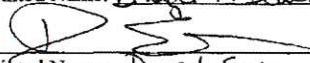
All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and Buyer, its successors and assigns, shall have and hold the Property in full ownership forever.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

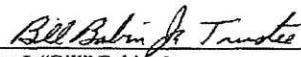
STATE OF LOUISIANA
PARISH OF JEFFERSON

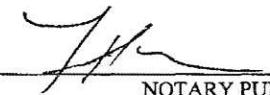
THUS DONE AND SIGNED by Seller at METAIRIE, Louisiana on this 10TH day of May, 2021 in the presence of the two undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:


Printed Name: Bridget McDowell

Printed Name: David Sciro

SELLER:


Wilbur J. "Bill" Babin, Jr.
In his capacity as the Chapter 7 Trustee
For the bankruptcy estate of Regina Berglass
Heisler

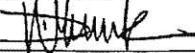

NOTARY PUBLIC
Printed Name: FREDERICK L. BINIOL
Bar Roll/Notary No.: NOTARY PUBLIC - No. 73883
Commission Expires: Jefferson Parish, LA
My Commission is for Life.

[signatures continue on following page]

STATE OF _____
COUNTY OF _____

SELLER:

GIROD REO, LLC
BY: GIROD HOLDCO, LLC
ITS: SOLE MEMBER

By: 
Name: Daniel Wanek
Title: Authorized Signatory

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF
_____, 2021.

See attached

NOTARY PUBLIC

Printed Name: _____
Bar Roll/Notary No.: _____
Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)On 5/7/21 before me, Cara Okeze, Notary Public

Date

Here Insert Name and Title of the Officer

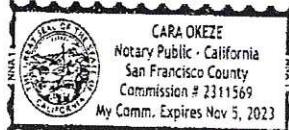
personally appeared _____

Daniel Wanek

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____ Partner — Limited General Partner — Limited General Individual Attorney in Fact Individual Attorney in Fact Trustee Guardian or Conservator Trustee Guardian or Conservator Other: _____ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

Exhibits:

Exhibit A – Order Authorizing the Trustee to Sell 836-844 Baronne St.

Exhibit B – Resolution of Girod REO, LLC

Exhibit C – Legal Description

Title Insurance Producer:

Kean Miller LLP
909 Poydras Street, Suite 3600
New Orleans, LA 70112
LA License No. 748412

Title Insurance Underwriter:

Fidelity National Title Insurance Co.

Examining Attorney:

Jill A. Gautreaux
Bar Roll No. 23750

Case 20-11509 Doc 322 Filed 04/23/21 Entered 04/23/21 17:01:52 Main Document Page 1 of 23

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

IN RE:

CASE NO.: 20-11509

REGINA BERGLASS HEISLER,

CHAPTER 7

Debtor

SECTION A

ORDER AUTHORIZING THE TRUSTEE TO SELL 836-844 BARONNE ST.

The Trustee's Motion for (A) Entry of an Order (I) Approving Bidding Procedures and (II) Scheduling Bidding Deadline, Auction Date, and Sale Hearing Date; and (B) Entry of an Order After the Sale Hearing Authorizing the Trustee to Sell 836-844 Baronne St., [ECF Doc. 204], (the "Motion") filed by Wilbur J. "Bill" Babin, Jr., Chapter 7 Trustee of the above-captioned bankruptcy estate ("Trustee"), and the associated Notice in Connection with the Proposed Sale of 836-844 Baronne St., [ECF Doc. 299], came for hearing on April 14, 2021 at 1:00 p.m.

APPEARANCES: As reflected in the record.

After considering the Motion, written objection of the Debtor, arguments of counsel, the record of this case, the applicable law, and all notice and hearing requirements of the Bankruptcy Code, Bankruptcy Rules, and Local Rules having been satisfied, the Court finds that cause exists for the relief requested, the reasons for which were specifically articulated by the Court and read into the record at the hearing, and now enters the following:

IT IS ORDERED that the Motion is GRANTED;

IT IS FURTHER ORDERED that the Trustee is authorized to enter into the purchase agreement that is attached hereto as Exhibit A ("Purchase Agreement") with Girod LoanCo, LLC ("Girod");

IT IS FURTHER ORDERED that the Trustee is authorized to sell the property bearing the municipal address 836-844 Baronne St., New Orleans, LA 70113, and is more particularly described as:

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the First District of the City of New Orleans, State of Louisiana, in Square No. 235, bounded by Baronne, Carondelet, Julia and St. Joseph Streets, which said piece or portion of ground is designated by the No. 25 on a sketch drawn by H. C. Brown Dy. City Surveyor, dated May 31, 1982 and annexed to an act passed before M. T. Ductros, late Notary Public, in this City on June 3, 1983 and measures 25'3"4" front on Baronne Street and extends in depth 158' to an alley in common and on which alley said piece or portion of ground is composed of the whole of Lot No. 25 and of part of Lot No. 26 as figured on a plan drawn by Richard Delafield, Sur., dated March 18, 1832 and deposited in the office of G. R. Stringer, late Notary Public in this City.

Said Buildings and improvements there on, together with the buildings and improvements on the property listed in Tract II below, bear Municipal Nos. 840-844 Baronne Street.

Tract II

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the same district and square as and adjoining the above described property. Which said piece of portion of ground is designated by the No. 26 on the above mentioned plan by H. C. Brown, Dy. City Sur., and measures 24'8"4" front on Barrone Street and extends inn depth 158' to the above mentioned common alley and on which alley said piece or potion of ground measures 24'8"4". Said piece or portion of ground is part of Lot No. 26 as shown on the above mentioned plan by Delafield.

Tract III

A CERTAIN LOT OF GROUND, together with all of the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the in the FIRST DISTRICT of the City of New Orleans, in SQUARE NO. 235, bounded by Baronne, Carondelet, Julia, and St. Joseph Street, which said

piece or portion of ground is designated by the LETTER "B" on a sketch of survey made by C.U. Lewis, Deputy City Surveyor, dated on June 28th, annexed to an act passed before Fred Zengel, Notary Public, dated on July 20, 1905, and according thereto commencing 210 feet 9 inches from St. Joseph Street, and measuring 25 feet front on Baronne Street, the same width in the rear, on an alley common to said lot and others in said square by 158 feet in depth between equal and parallel lines.

Parcels A and B being the same property acquired by Frederick P. Heisler, as per act dated June 18, 1990, recorded at Conveyance Instrument No. 21803, Orleans Parish, Louisiana.

And further in accordance with survey No. 339002 by Gilbert, Kelly & Couturie, Inc., Everett V. Tregle, Jr., Registered Land Surveyor, dated November 11, 2003. Parcels A and B adjoin each other and have the same designation, location and measurements as hereinabove set forth.

("844 Baronne St."), to Girod for the sum of \$1,800,000.00 in accordance with the terms and conditions set forth in the Purchase Agreement.

IT IS FURTHER ORDERED that 844 Baronne St. shall be sold pursuant to § 363(f) of the Bankruptcy Code free and clear of all interests, liens, claims, and encumbrances, whether recorded or unrecorded, (collectively, the "Interests") with any such Interests to attach to the sale proceeds with the same validity, priority and extent that they attached to 844 Baronne St.

IT IS FURTHER ORDERED that, pursuant to § 363(h) of the Bankruptcy Code, the Trustee is authorized to sell the entirety of 844 Baronne St. and execute all documents on behalf of all owners of 844 Baronne St.

IT IS FURTHER ORDERED that: (i) all persons and entities holding and asserting Interests of any kind and nature as of the date of this order with respect to 844 Baronne St. shall be forever barred from asserting such Interests against Girod, its successors or assigns, and 844 Baronne St.; (ii) that all Interests existing as to 844 Baronne St. prior to the sale will be unconditionally released, discharged and terminated; (iii) that this Order be binding upon and

govern the acts of all entities including without limitation, the Clerk of Court for the Parish of Orleans, and all filing agents, filing officers, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments (collectively, the "Filing Officers"); and (iv) that all Filing Officers are hereby authorized, ordered and directed to cancel all such Interests from their records as to 844 Baronne St., including, but not limited to:

- a. Assignment of Assignment of Leases and Rents from Federal Deposit Insurance Corporation, to Girod LoanCo, LLC recorded in the Mortgage Records of Orleans Parish on February 1, 2018 as MIN # 1266758;
- b. Assignment of Mortgage from Federal Deposit Insurance Corporation to Girod LoanCo, LLC recorded in the Mortgage Records of Orleans Parish on February 1, 2018 as MIN # 1266757;
- c. Multiple Indebtedness Mortgage by Succession of Frederick P. Heisler and Regina B. Heisler to First NBC Bank recorded in the Mortgage Records of Orleans Parish on August 3, 2009 as MIN# 981539 and NA# 09-30953;
- d. Assignment of Leases and Rents by Succession of Frederick P. Heisler and Regina B. Heisler to First NBC Bank recorded in the Conveyance Records of Orleans Parish on August 3, 2009 as CIN# 439053 and NA#09-30955;
- e. Lease Reconduction Agreement and Lease by the Succession of Frederick P. Heisler and Kavanagh & Rendeiro, LLC recorded in the Conveyance Records of Orleans Parish on July 16, 2019 as CIN# 659895;
- f. Tax Sale Certificate from Frederick P. Heisler to The Estuary Company, LLC (1% of the property; 2013 Property Taxes) recorded in the Conveyance Records of Orleans Parish on October 17, 2014 as CIN# 563642 and NA 2014-41226;
- g. Quit Claim and Assignment of Tax Sale Certificate by The Estuary Company, LLC to Girod REO, LLC recorded in the Conveyance Records of Orleans Parish on August 25, 2020 as CIN# 563642;

- h. Tax Sale Certificate from Frederick P. Heisler to Revitalize Development, LLC (1% of the property; 2012 Property Taxes) recorded in the Conveyance Records of Orleans Parish on October 28, 2013 as CIN# 543433 and NA# 13-40709;
- i. Tax Sale Certificate from Frederick P. Heisler to Abigail Land Holdings 25, LLC (19% of 840 Baronne; 2018 Property Taxes) recorded in the Conveyance Records of Orleans Parish on November 18, 2019 as CIN# 666675;
- j. Tax Sale Certificate from Frederick P. Heisler to Forstall Follies, LLC (50% of 836-841 Baronne; 2017 Property Taxes) recorded in the Conveyance Records of Orleans Parish on May 25, 2018 as CIN# 637937;
- k. Interest of the Succession of Frederick P. Heisler, Frederick P. Heisler, Jr., Dayna Heisler Lehmann, and Lauren Heisler Hensley; and
- l. Any unrecorded leases or other claims of any rights in 844 Baronne.

IT IS FURTHER ORDERED that Girod is deemed to be a good faith purchaser, the sale is an arm's length transaction, the price paid is fair and reasonable consideration, and Girod is afforded the protections of a good faith purchaser pursuant to § 363(m) of the Bankruptcy Code.

IT IS FURTHER ORDERED that the Trustee is authorized to execute all documents necessary to effectuate the sale of 844 Baronne St. and perform all acts required under the Purchase Agreement and this Order.

IT IS FURTHER ORDERED that Girod shall pay all of the past due property taxes of 844 Baronne St. and shall pay \$107,000 (the "Carve-Out") to the Trustee at the closing of 844 Baronne St.

IT IS FURTHER ORDERED that the Trustee is authorized to pay \$7,000 to Revitalize Development, LLC at the closing of 844 Baronne St.

IT IS FURTHER ORDERED that Girod shall not share in any portion of the Carve-Out and will subordinate its general unsecured claim to the unsecured claims of Capital One Bank,

Case 20-11509 Doc 322 Filed 04/23/21 Entered 04/23/21 17:01:52 Main Document Page 6 of 23

N.A. (POC-1), and the unsecured claim of the IRS (POC-2) in the amounts currently set forth in those claims.

IT IS FURTHER ORDERED that Girod may assign its rights to a third party, which may take title to 844 Baronne and may assume Girod's related rights under this Order.

IT IS FURTHER ORDERED that the Trustee shall serve a copy of this Order on the required parties who will not receive notice through the ECF System pursuant to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules and file a certificate of service to that effect within three (3) days.

New Orleans, Louisiana, April 23, 2021.



MEREDITH S. GRABILL
UNITED STATES BANKRUPTCY JUDGE

8540

REGIONS BANK
BATON ROUGE, LA
84-3621654

FILE #: 27623-2

8540

PAY ONE HUNDRED THOUSAND AND 00/100 DOLLARS *^{**}*

05/10/21

*^{**}*\$100,000.00*

TO THE
ORDER
OF:
Wilbur J. "Bill" Babin, Chapter 7 Trustee

#000854011 15