

Mailing Address  
P.O. Box 818  
Thibodaux, LA 70302

**Annette M. Fontana**  
**Clerk of Court**  
**17<sup>th</sup> Judicial District Court**  
**Parish of Lafourche**

Physical Address  
303 West 3<sup>rd</sup> Street  
Thibodaux, LA 70301



**WRIT OF SEIZURE AND SALE**

DEUTSCHE BANK NATIONAL TRUST      SEVENTEENTH JUDICIAL DISTRICT  
COMPANY AS TRUSTEE FOR  
RESIDENTIAL ASSET  
SECURITIZATION TRUST 2007-A9  
MORTGAGE PASS-THROUGH  
CERTIFICATES SERIES 2007-I  
VS      PARISH OF LAFOURCHE

KEITH BENOIT AND SHERRY LAWSON      STATE OF LOUISIANA  
BENOIT A/K/A SHERRY L. BENOIT  
A/K/A SHERRY BENOIT  
DOCKET NUMBER: C-150198

TO: HONORABLE CRAIG WEBRE, Sheriff of the Parish of LAFOURCHE, State of Louisiana.

WE COMMAND YOU that by seizure and sale of the property of KEITH BENOIT AND SHERRY LAWSON BENOIT A/K/A SHERRY L. BENOIT A/K/A SHERRY BENOIT after due and legal advertisements in the manner prescribed by law, and a due compliance on your part with all legal formalities, you cause to be made for cash the sum of:

- a) **Balance\* due on Principal of Fixed Rate Note** **\$351,003.98**  
\* Subject to any credits. In the event that the Defendants make payments in any manner, they will be credited to the Defendants' account (including but not limited to any bankruptcy plan of reorganization).
- b) **Interest\* from July 1, 2023, until paid,**  
**at 3.50% per annum** **TO BE COMPUTED**
- c) **Reasonable Attorney's Fees\*** **TO BE COMPUTED**  
\*Reasonable attorney's fees in an uncontested foreclosure, through the conclusion of the foreclosure and all costs of these proceedings, as this accelerated amount has not been paid and is in default.
- d) **All Costs\*** **TO BE COMPUTED**  
\*Any applicable amounts provided for by the Act of Mortgage and applicable law, such as late charges, escrow advances, corporate advances, and other fees. Also, any additional costs beyond those incurred in the normal course of foreclosure proceedings are possible if the sale is put on hold due to bankruptcy or if the sale is cancelled and subsequently reset after failed negotiations with the Defendant. As of the date of filing, costs of the foreclosure proceeding include costs paid to the parish clerk's office, costs paid to the sheriff's office, plus any additional costs (including but not limited to, a 3% sheriff's commission, which is incalculable until the date of the sheriff's sale) which may accrue through the conclusion of the executory proceeding.

As to any defendant who has been discharged in bankruptcy, this proceeding shall be *in rem*.

**IT IS FURTHER ORDERED**, that out of the proceeds, petitioner be allowed reasonable attorney's fees actually incurred up to \$2,700.00, through the conclusion of the foreclosure and all costs of these proceedings. Additional reasonable attorney's fees may be submitted for approval in the event this matter becomes contested or in other extenuating circumstances.

And we further particularly command you to seize and sell at Public Auction **"WITH APPRAISMENT"** to the last and highest bidder the following described mortgaged property to pay and satisfy said claim, with interest and attorney's fees as above stated, and all costs of these proceedings to wit:

A certain tract of ground, situated in the City of Thibodaux, Lafourche Parish, Louisiana, measuring one hundred thirty (130') feet front on an avenue or street designated as Blake Court, formerly Favre Avenue, with a depth therefrom between parallel lines of one hundred sixty-one and three-tenths (161.3') feet, more or less; bounded in front or east by Blake Court, formerly Favre Avenue, on the south by property of C. O. Deems, on the west or rear by property of Albert Ledet, now or formerly, on the north by property of Mrs. Paul Legendre, being lots numbers eight (8), ten (10) and three-fifths of lot twelve (3/5th of Lot 12) on a plat subdivision of property of the Congregation of St. Joseph Catholic Church, according to plat of survey dated February 11, 1938, filed in the clerk's of court and recorder's office, Lafourche Parish, Louisiana, as entry number 53206, under date of February 3, 1941, conveyance book 98, page 446, together with all rights, ways, privileges and servitudes thereto belonging or in anywise appertaining, and subject to all conditions, restrictions and covenants of record.

Subject to:

Boundary agreement of Keith Benoit and Sherry Lawson Benoit and John Peter Laboude, Jr. and Pia Lyons labored as duly recorded on April 22, 1933 at COB 1384, folio 5; said act correcting boundary lines separating their aforesaid properties, with the appropriate boundary markers, is described as follows:

A line struck between a point one hundred thirty and eleven tenths (130.11') feet south of the northeast corner of Lot 8 of said subdivision, and a point one hundred twenty-nine and seven tenths (129.70') feet on the northwest corner of Lot 8 of said subdivision, as shown on the annexed survey plat.

And when you shall have so made said sale be pleased to return your Proces Verbal thereof to us in our said Court within the shortest possible day.

And have you then and there this writ.

WITNESS the Honorable Judges of said Court, October 1, 2024.



ANNETTE M. FONTANA  
CLERK OF COURT

*Brittany C. Hernandez*

Deputy Clerk of Court  
Lafourche Parish

ATTORNEY:  
HERSCHEL C. ADCOCK, JR.