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*To my wife and best friend, Ayan,
with whose support all things are possible.*

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Index of Definitions and Abbreviations

AUTHOR'S NOTE: These definitions are intended to be abbreviated and incomplete; they are given as a way to easily find a more complete definition and description in the body of this work.

“Abstract of Title” is a compilation of documents obtained by a review of the public records as part of a title examination. See 23.2.

“Authentic Act” means a document signed in the presence of a notary public and two witnesses. C.C. art. 1833.

“C.C.” means the Louisiana Civil Code. Instead of citations in this book being “LSA-C.C. art. X” all citations are given as “C.C. art. X.”

“C.C.P.” means the Louisiana Code of Civil Procedure. Instead of citations in this book being “LSA-C.C.P. art. X” all citations are given as “C.C.P. art. X.”

“C.Cr.P.” means the Louisiana Code of Criminal Procedure. Instead of citations in this book being “LSA-C.Cr.P. art. X” all citations are given as “C.Cr.P. art. X.”

“Collateral Mortgage” means a mortgage which secures a collateral mortgage note, which in turn secures an obligation. See 13.4(a).

“Collateral Mortgage Note” means a note perfected by a UCC9 security interest that both (a) secures a principal obligation and (b) is secured by a mortgage. See 13.4(a).

- “Concurus Proceeding” is the Louisiana term for what federal law calls “interpleader”—a court battle over funds where multiple parties claim a right to the funds. C.C.P. art. 4651.
- “Declinatory Exceptions” are Louisiana procedural objections that raise matters such as lack of subject matter jurisdiction, venue, and personal jurisdiction. C.C.P. art. 925. These objections can be waived if not timely raised. C.C.P. art. 928.
- “Dilatory Exceptions” are Louisiana procedural objections that slow the process of a lawsuit, such as prematurity and vagueness. C.C.P. art. 926. These objections can be waived if not timely raised. C.C.P. art. 928.
- “Executory Process” means Louisiana’s expedited foreclosure procedure. See Section 38.1(b).
- “Fluctuating Line of Credit Loan” means a loan that operates like a credit card. The debtor may borrow money, pay it back, and borrow more, as long as the maximum outstanding at any time does not exceed the maximum limit set by creditor. See Section 13.3(b) and 13.4(a).
- “Future Advance Mortgage” means a mortgage that may secure funds to be lent in the future. See Section 13.3.
- “Hand Note” means evidence of advances in a collateral mortgage package. See Section 13.4(a).
- “In Rem Mortgage” means a mortgage for which the debtor has no individual personal liability. See Section 12.11.
- “Lien” is the common law term for the civilian concept of a “privilege.” See Chapter 28.
- “Lien Claimant” means those entitled to a material’s lien, and in this book it specifically is used to refer to those who are entitled to claim a Private Works Act privilege. See Section 37.1.
- “Marshalling of Assets” means ordering the seizure and sale of assets in a way that maximizes the return for all creditors who have a security interest in those assets. See Section 11.1(a).
- “Material Defect” means a defect in the title to immovable property such that litigation may be necessary to revolve that defect. See Section 23.1.

- “Materialmen’s Lien” means a right claimed by workers and others who improve immovable property. See Chapter 37.
- “Multiple Indebtedness Mortgage” is not defined in Louisiana statutes, but it is used by lawyers to refer to a mortgage granted under C.C. art. 3298 to secure more than one debt, to secure future advances, or to secure a fluctuating line-of-credit loan.
- “Notice of Lis Pendens” means notice of a pending lawsuit involving immovable property. See Section 20.8(c).
- “Paraph” refers to a stamp that a notary puts on a note to tie it to a mortgage. See Section 12.4(c).
- “Personal Security” is defined in C.C. art. 3137.
- “Prescription” is the Louisiana term for the statute of limitations.
- “Privilege” is a statutory right given to a creditor which gives the creditor a right to seize and sell property. At the sheriff’s sale, the creditor obtains a claim the proceeds of the sale; that claim is superior to the rights of unsecured creditors. See Chapter 28.
- “PWA” means the Louisiana Private Works Act, R.S. 9:4801 *et seq.*; see Chapter 37.
- “Quit Claim Deed” means a sale made without any warranty. See Section 21.5(e).
- “Real Security” is defined in C.C. art. 3137.
- “R.S.” means the Louisiana Revised Statutes. Instead of citations in this book being “LSA-R.S. X:X” all citations are given as “R.S. X:X.”
- “Security Device” means the lawful causes of preference available to Louisiana creditors to secure loans. See Section 1.3.
- “Third Parties” is the term used in this Précis to refer to what the Civil Code denotes as “third persons.” See Section 19.4.
- “Third Party Possessor,” as used in this book, refers to “third possessors” as defined in C.C. art. 3315 *et seq.* and as discussed in Chapter 21.
- “Title Examination” is the process of collecting all pertinent documents relating to a tract of immovable property. See Section 23.1.

“Title Insurance” is an insurance policy issued by a company which agrees to pay up to the policy value if the title to immovable property has a material defect. See Section 23.1.

“Title Opinion” is the process of reviewing the papers and documents obtained in a title examination to ascertain the status of title to immovable property and to evaluate whether the title contains a material defect. See Section 23.1.

“UCC9” refers to Louisiana’s version of article 9 of the Uniform Commercial Code, R.S. 10:9-101 *et seq.*

“Writ of Fieri Facias (writ of fi.fa.)” is the Louisiana mechanism by which a judgment creditor seizes property of a judgment debtor. C.C.P. arts. 2291 *et seq.*

Notes on Editorial Conventions Used in This Book

Direct quotations from Louisiana statutes, Civil Code articles, and Code of Civil Procedure articles have been italicized.

References to the Louisiana Civil Code are set forth as C.C. art ____.

References to the Louisiana Code of Civil Procedure are set forth as C.C.P. art ____.

References to the Louisiana Revised Statutes are set forth as R.S. ____.

References to article 9 of Louisiana's version of the Uniform Commercial Code (R.S. 10:1-101 *et seq.*) are set forth as UCC9.

Almost no cases have been cited by name in the text. At the end of this book there is an index, section by section, giving the citation of key cases.

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