

Corrected
NOTICE OF CONSTRUCTION LIEN

STATE MS.-DESOTO CO. ^{n.p.}
FILED _{n.p.}

MAY 17 8 40 AM '91

BILLY TODD d/b/a BILLY TODD COMPANIES, Lienholder,
Against the Land and Improvement of
COVINGTON PIKE TOYOTA, INC., Owner/s

RECORDED 5-17-91
DEED BOOK 6
PAGE 222
W.E. DAVIS CH. CLK.
W. E. Davis

BILLY TODD d/b/a BILLY TODD COMPANIES gives notice of a Construction Lien established by Section 85-7-131, M.C.A. 1972, (Supp. 1990) against the property of COVINGTON PIKE TOYOTA, INC., to-wit:

1. The property subject to this Lien is the property purchased by COVINGTON PIKE TOYOTA, INC., pursuant to Deed of Record in DESOTO County, Mississippi, Chancery Clerk's Office in Deed Book 230, Page 614, a true and correct copy of said Deed describing said property is incorporated herein as Exhibit "A." This lien is limited to one acre surrounding the dwelling on the property to be selected by lienholder. The property is further identified as parcel #1076.2300.0-00002.00 in the DeSoto County tax records.

2. The amount of the Lien is \$57,241.89 plus legal interest from and after 05/07/91, and attorney's fees under Section 85-7-151, M.C.A., 1972, at the contract rate of \$140.00 per hour.

3. The Lien is for payment due for materials and labor detailed in the attached Bill of Particulars incorporated herein as Exhibit "1" and herewith recorded for the first time. Materials and labor were provided by Lienholder under an oral agreement for repairs and improvements on the basis of cost plus 20%.

4. Suit for enforcement of this Lien will be commenced prior to April 9, 1992; however, no suit for enforcement of this lien will be filed if this Notice is cancelled by Lienholder.

5. The Lienholder's address is: P. O. Box 906, Southaven, MS, 38671.

6. The Owner's address is: 1970 Covington Pike, Memphis, TN, 38128.

GIVEN THIS THE 16th DAY OF May, 1991.

BILLY TODD d/b/a BILLY TODD COMPANIES

BY: *Winn Davis Brown, Jr.*
WINN DAVIS BROWN, JR.
Attorney for Lienholder

File #91-000029L

CANCELLED BY AUTHORITY, RECORDED IN BOOK
8 PAGE 27
THIS 9th DAY OF Jan, 1997.
W. E. Davis
W. E. Davis CHANCERY CLERK

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Five Hundred Thirty-Five Thousand Dollars (\$535,000.00) cash, in hand paid, the receipt and sufficiency of which is hereby acknowledged, the UNITED STATES OF AMERICA, by and through its United States Marshal for the Northern District of Mississippi, does hereby grant, bargain, sell, convey and specially warrant unto COVINGTON PIKE TOYOTA, INC., a Tennessee corporation, the following land and property, together with all appurtenances and hereditaments thereto, and all improvements, buildings, structures and fixtures thereon, located and situated in DeSoto County, State of Mississippi, and described as follows:

TRACT I

Parts of the D.L. Harrison 90 acres Tract as recorded in Book 30, Page 487, DeSoto County Chancery Clerk's Office, Hernando, Mississippi, being more particularly described as follows:

BEGINNING at a point in the southwest corner of the D.L. Harrison 90 acre Tract, Book 30, Page 487, DeSoto County Chancery Clerk's Office, said point being in an old fence line; thence North 417.42 feet along the east S.W. of Malone Road to a point; thence East 1043.55 feet to a point; thence South 417+/- feet to a point in an old fence line; thence West 1043.55 feet to the point of beginning, containing 10.0 acres as per survey of Winsett-Simmonds Engineers, Inc., dated 12/5/72.

Being part of the North 90 acres of the Northwest Quarter of Section 23, Township 1, Range 7 West.

Being the same property conveyed to Robert E. Freeman and wife, Pamela L. Freeman, by deed recorded in Book 101, Page 469, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TRACT II

41.867 acre tract situated in the northwest quarter of Section 23, Township 1 South, Range 7 West, DeSoto County, Mississippi, and being the residue of the David L. Harrison 90 acre tract as shown by deed in Book 30, Page 487, in the Chancery Clerk's Office, DeSoto County, Mississippi, more particularly described as: BEGINNING at a point in the north line of Section 23, Township 1 South, Range 7 West, DeSoto County, Mississippi, a distance of 1046.47 feet north 89 degrees, 56 minutes, 58 seconds east from the northwest corner of said Section 23, said point being in State Line Road, and being the northeast corner of the Vernon O'Kelley, et ux, 15.633 acre tract; thence run north 89 degrees, 56 minutes, 58 seconds east along the north

odd - Covington Pike

Exhibit A, page 1 of 3

line of said Section 23 (along State Line Road) 912.25 feet to the northwest corner of the I.E. Richards 12.5 acre tract; thence run south 0 degrees, 29 minutes, 46 seconds east along the west line of said tract, 1317.47 feet to a point in a ditch; thence run southeastwardly along said ditch the following south 59 degrees, 50 minutes, 40 seconds east 5.66 feet; south 66 degrees, 04 minutes, 15 seconds east 325.90 feet; south 74 degrees, 36 minutes, 40 seconds east 59.93 feet, south 38 degrees, 16 minutes, 48 seconds east 20.72 feet to a point in the south line of said Harrison 90 acres, 16.0 feet westwardly from the southeast corner of said Richards 12.5 acres; thence run south 89 degrees, 56 minutes, 58 seconds west along the south line of said Harrison 90 acres, 1287.73 feet to the east line of the Freeman 10 acres; thence run north 0 degrees, 00 minutes, 25 seconds west along the east line of said tract 416.26 feet to the northeast corner of said 10 acre tract; thence run north 89 degrees, 59 minutes, 30 seconds west along the north line of said 10 acre tract, 1046.47 feet to a point in the west line of said Section 23 (being in Malone Road), thence run north 0 degrees 29 minutes, 46 seconds west along the west line of said Section 23 (along Malone Road) 417.42 feet to the southwest corner of said O'Kelley 15.633 acres; thence run south 89 degrees, 59 minutes, 30 seconds east along the south line of said tract, 1046.47 feet to the southeast corner of said tract; thence run north 0 degrees, 29 minutes, 46 seconds west along the east line of said tract 651.31 feet to the point of beginning, containing 41.867 acres.

Being the same property conveyed to Robert E. Freeman and wife, Pamela L. Freeman, by deed recorded in Book 164, Page 429, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance of Tracts I and II is made subject to the following:

1. Rights of way and easements for public roads and public utilities.
2. Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
3. Any prior reservation or conveyance of minerals, of every kind and character, including, but not limited to oil, gas, sand and gravel in, on and under the subject property.
4. Ad valorem taxes for the year 1990 due January 1, 1991, which are the responsibility of the Grantee herein.

The above described property was forfeited to the United States of America by Judgment Of Forfeiture rendered October 1, 1990, in Cause No. DC90-W23-B-0 in the United States District Court for the Northern District of Mississippi. A copy of said Judgment Of Forfeiture is recorded in Deed Book 229, at Page 697, of the records in the office of the Chancery Clerk of DeSoto County, Mississippi.

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WITNESS THE SIGNATURE OF THE GRANTOR on this the 13th day of November, 1990.

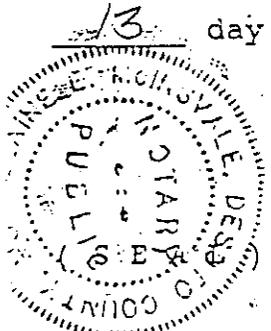
UNITED STATES OF AMERICA

By: Dwight G. Williams
DWIGHT G. WILLIAMS
UNITED STATES MARSHAL
NORTHERN DISTRICT OF
MISSISSIPPI

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for the County and State aforesaid, duly qualified, commissioned and acting, the within named Dwight G. Williams, United States Marshal for the Northern District of Mississippi, who acknowledged to me that he, in his official capacity as United States Marshal for the Northern District of Mississippi, and acting for and on behalf of the United States of America, signed and delivered the above and foregoing Special Warranty Deed on the day and year therein mentioned, for the purposes therein stated, as his free and voluntary act and deed.

Given under my hand and official seal of office, this the 13 day of November, 1990.



James E. McDaniel
NOTARY PUBLIC

My commission expires:

6/6/94

United States of America
& United States Marshal
Northern District of Mississippi
Post Office Drawer 887
Oxford, Mississippi 38655
601-234-6661

Covington Pike Toyota, Inc.
1970 Covington Pike
Memphis, TN 38128
901-377-8000

STATE MS.-DESOTO CO. cl
FILED

Nov 13 4 23 PM '90

RECORDED 11/14/90
DEED BOOK 230
PAGE 114
W.E. DAVIS CH. CLK.

E & A, Page 3 of 3

05-14-91

The following list of items have been paid by Billy Todd as agreed.

*1-18-91	Rick Bankston(not listed on 1st draw)	400.00
1-18-91	Henry Porter labor general	166.23
1-25-91	Lee King insulate garage	480.18
1-25-91	Rick Bankston labor	1450.00
	sheet rock repair	
	downstairs den	
	downstairs living area	
	downstairs bedrooms	
	remove walls for inspection of water damage	
1-25-91	1st draw	-4800.00
1-25-91	Willie Hence clean up after wall removal	100.00
1-25-91	Marvin Bell "	47.25
1-25-91	Joe Bell "	52.50
1-25-91	James Reed removal of surface items to ready area for basement repair	840.00
1-25-91	Henry Porter labor general	148.73
2-01-91	James Reed tree removal basement area	
	begin dirt work for basement repair	
		1120.00
2-01-91	Willie Hence garage clean up	249.78
2-01-91	Joe Bell garage/house clean up	199.15
2-01-91	Marvin Bell garage/house clean up	40.03
2-08-91	James Reed dirt work basement repair island dirt work	1450.00
2-08-91	Willie Hence garage/house paint prep. clean up	184.70
2-08-91	Rick Bankston install plastic for water shed for basement repair	269.00
2-08-91	Jay's electric/mec vent repair and unit removal for basement repair,dehumidity units	1687.57
2-08-91	Jay's electric/mec new heat as unit in gameroom	2504.04
2-08-91	Dyke Industries door/hardware	122.48
2-09-91	Fischer Lime plastic for water shed for basement repair	244.22
2-09-91	H.W. Jenkins lumber material for gameroom/basement	970.37
*2-09-91	Memphis stone and gravel material for basement repair. 40.04 (should not have been charged to job was paid by trucker)	
2-09-91	Sherwin Williams paint gameroom/garage	171.54
2-09-91	Southaven Supply material gameroom/garage/basement repair	197.68
2-09-91	Desoto land fill dump fees	10.00
2-09-91	Belvedere Lighting light fixtures	154.81
		13.25
		14.73
2-15-91	James Reed dirt work basement repair removal of concrete garage shed	1600.00
2-15-91	Billy Hawkins electric basement repair garage/gameroom	1130.00
2-15-91	Willie Hence garage/gameroom/barn clean up	86.35
2-15-91	Marvin Bell clean up labor	45.72
2-15-91	Henry Porter general labor	51.00
2-15-91	Rick Bankston bridge to island labor	
	sheetrock repair labor	
	water shed labor	

Todd
 Covington, Ala
 Ex 1, P103

		gameroom/garage paint	1647.00
2-19-91	Henry Porter	general labor (not listed on first draw)	101.98
2-19-91	Southaven alarm	burglar alarm new intercom phone system tv jacks	2010.82
2-20-91	American Marble	shower steamer	927.50
2-20-91	Cimmaron Ranch	wash rock for basement repair	199.45
2-20-91	Rick Bankston	ceiling refinish gameroom/garage paint	1641.00
2-20-91	James Reed	basement dirt work pumping water concrete removal tractor shed	1600.00
2-22-91	Ulysses Jones	general labor(not listed on first draw)	153.76
2-22-91	Rhines and sons	plumbing	1519.51
*2-22-91	Willie Hence	labor (not listed on 1st draw)	129.29
2-25-91	2nd DRAW	24078.33 partial payment	-19000.00
3-01-91	Rick Bankston	labor	2771.00
3-01-91	Willie Hence	labor	93.50
3-01-91	James Reed	labor	2570.00
3-01-91	Henry Porter	labor	264.37
3-01-91	Ulysses Jones		240.44
3-01-91	BALANCE OF 2ND DRAW		-5000.00
3-07-91	Desoto Gas		373.09
3-07-91	Farrell Calhoun	paints	67.88
3-07-91	Gallagher Lumber		560.58
*3-07-91	Hollingsworth Equipment	not listed on 1st draw	330.00
		pump,sod cutter,jack hammer	
*3-07-91	84 Lumber	(not listed on 1st draw)	321.21
3-07-91	Dyke Industries	trim	239.33
3-07-91	Fischer Lime and Cement	plastic/seal	2214.09
3-07-91	H.W. Jenkins	lumber	355.93
*3-07-91	Todd Equipment	(not listed on 1st draw)	30.04
		hose and oil for back hole	
*3-07-91	Southaven Supply	(not listed on 1st draw)	863.10
		paint,pipe,plumbing,basement supplies.	
3-08-91	Mike Hall	tile work	1325.00
3-08-91	Rick Bankston	labor	2643.00
3-08-91	James Reed	labor	1610.00
3-08-91	Willie Hence	labor	145.00
3-08-91	Ulysess Jones	labor	63.00
3-08-91	Nik Crawford	labor	166.00
3-08-91	Henry Porter	labor	18.00
3-08-91	Dennis McLemore	truck	200.00
3-08-91	Green River Farms	dozer	560.00
*3-08-91	Benny Wilbanks	trim (not listed on 1st draw)	390.00
		1st draw to trim	
3-15-91	James Reed	labor	2570.00
3-13-91	Mike Hall	carpet work	508.98
3-13-91	Benny Wilbanks	trim labor	560.00
3-15-91	Rick Bankston	labor	2555.00
3-15-91	Oil Reinburst		18.71
3-15-91	H.H. Hawks	straw	200.00
3-15-91	Willie Hence	labor	297.93
3-15-91	Henry Porter	labor	27.47
3-15-91	Marvin Bell	labor	96.13
3-15-91	Eddie Tello	concrete	510.00
3-15-91	J.T. Morgan	dirt	50.00

Ex 1
P283

3-15-91	Ulysses Jones labor		149.55
3-15-91	Sommers Specialties spray		210.00
3-18-91	Huston Enterprises washer rental		728.80
3-22-91	James Reed labor		1070.00
3-22-91	Ulysses Jones labor		90.00
3-22-91	Willie Hence labor		150.00
3-22-91	Marvin Bell labor		42.75
3-22-91	Henry Porter labor		190.87
3-27-91	American Marble vanity tops		116.50
3-27-91	Belvedere lighting		14.73
3-27-91	Desoto landfill		10.00
3-27-91	61 Cabinet Shop		193.95
3-27-91	Dal Tile Corp		1115.28
*3-27-91	Dyke Industries trim/door		1732.88
	see 4-10-91 for corrected amount		
*3-27-91	Fischer Lime sealant 519.62 corrected amount	524.62	
*3-27-91	Dyke Industries trim		371.93
	see 4-10-91 for corrected amount		
3-27-91	Gallagher lumber		374.73
3-27-91	Hollingsworth equipment rental		110.29
3-27-91	Memphis stone and gravel		54.68
3-27-91	Modern Door and hardware		505.97
3-27-91	Roto Rooter		69.00
3-27-91	Mississippi Materials concrete		994.48
3-27-91	Sherwin Williams paint	1948.26	1815.31
3-27-91	James Reed labor		340.00
3-27-91	Cimmaron Ranch dirt	490.00	400.00
3-27-91	Benny Wilbanks trim labor		665.00
*4-05-91	Southaven Supply		1689.69
	drain pipe, basement, paint, concrete supplies		
4-09-91	Cross Overhead Door		1402.75
4-09-91	Farris Glass shower doors/plastic		668.69
4-09-91	Billy Todd pump rental 9@45.00		405.00
	jumping jack packer 11@45.00		495.00
	dump truck 6@55.00		330.00
4-09-91	Gutterman Inc. gutter repair		84.80
4-10-91	Dyke Industries		1872.19
*4-24-91	Desoto County landfill (not listed on 1st draw)	15.00	
	trash removal		
*4-24-91	84 Lumber Company (not listed on 1st draw)		97.23
	lumber for heater closet		
*5-01-91	Olive Branch Discount Bldg trim add on		37.10
	(not listed on 1st draw)		
*5-07-91	Jay's Electrical/Mec (not listed on 1st draw)	397.81	
	final draw reset ac units and start up		
*5-07-91	Billy Hawkins electric (not listed on 1st draw)	1565.94	
*5-07-91	Southaven Guard and Alarm final alarm and intercom		
	(not listed on 1st draw)		510.92
*5-07-91	Southaven Supply items charged by Rick Bankston		
	for final punch list and walk thru		84.75
*5-07-91	Modern Door and Hardware locks and hardware		246.13

Total	71,779.91
Plus 20%	14,355.98
Sub Total	86,135.89

Minus Payments 28,894.00

TOTAL DUE 57,241.89

NOTE ITEM MARKED (*) HAVE BEEN CHANGED AFTER BOOKKEEPING AUDIT

Ex 1
P3 23

AFFIDAVIT OF CORRECTNESS OF NOTICE

STATE OF MISSISSIPPI

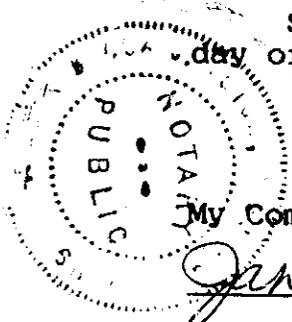
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Winn Davis Brown, Jr. who, after being by me duly sworn, as duly authorized attorney of the Lienor, makes affidavit that the attached writing correctly sets out the claim of the Lienor against the Lienee designated therein in accordance with the business records of the Lienor. Cancellation of this lien will also serve to cancel its previous recording in Construction Lien Book 6, page 222.

[Signature]
AFFIANT

SWORN TO and subscribed before me, this the 19th day of June, 1991.

[Signature]
AFFIANT



My Commission Expires:
Jan. 26, 1993

AFFIDAVIT OF NOTICE TO OWNER

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Winn Davis Brown, Jr. who, after being by me duly sworn, makes affidavit that notice was given to the Owner or Owners of the property described in the attached notice in accordance with § 85-7-197 Mississippi Code Annotated, 1972, as amended, by

(XX) CERTIFIED MAIL, RETURN RECEIPT REQUESTED

() IN PERSON

on the 19th day of June, 1991.

[Signature]
AFFIANT

SWORN TO and subscribed before me, this the 19th day of June, 1991.

[Signature]

Notary Public
STATE MS. - DESOTO CO.
FILED

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My Commission Expires:
Jan. 26, 1993