

NOTICE OF CONSTRUCTION LIEN PURSUANT TO  
SECTION 85-7-131  
MISSISSIPPI CODE ANNOTATED, 1972 (AS AMENDED)

TO: STEPHEN STANSELL and  
STEPHEN STANSELL PROPERTIES, INC.  
131 WEST CHICKASAW PARKWAY  
MEMPHIS, TN 38111

COMES NOW, Ben W. Smith, d/b/a Smith Engineering Company, Inc., and serves notice upon Stephen Stansell and Stephen Stansell Properties, Inc., that he is claiming a materialmen's lien under the provisions of Section 85-7-131, a Mississippi Code Annotated 1972 (As Amended) and who in support of said claim would show and state the following, to-wit:

1. That the property affected by this notice is described as follows, to-wit:

"SEE ADDENDUM"

2. The total amount due and owing unto the lienholder is the sum of \$13,982.59 for unpaid work plus legal interest and attorneys fees as provided by law.

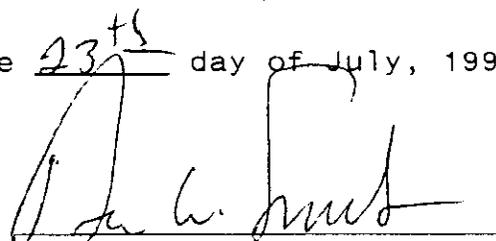
3. The claim arises out of a verbal contract entered into between Smith Engineering Company, Inc. and Stephen Stansell and Stephen Stansell Properties, Inc. in early 1991 to provide certain engineering services on the real property as described in the addendum.

4. That the claimant provided labor and services in the construction of the dwelling on said property in a workmanlike manner as provided for in the written contract.

5. That suit for enforcement of said lien is not being commenced concurrent with the filing of this Notice.

WHEREFORE, lienor, Ben W. Smith, d/b/a Smith Engineering Company Inc., claims materialmen's and laborer's lien against the aforementioned property.

WITNESS MY SIGNATURE, this the 23<sup>rd</sup> day of July, 1991.

  
Ben W. Smith

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

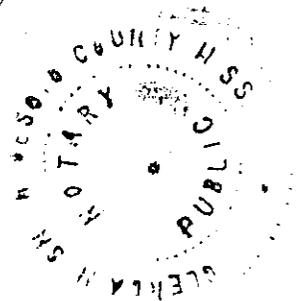
PERSONALLY came and appeared before me, the undersigned authority in and for the State and County aforesaid, Ben W. Smith, who acknowledged he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23<sup>rd</sup> day of July, 1991.

*Linda M. Smith*  
Notary Public

My Commission Expires:

My Commission Expires Aug. 20, 1992



ADDENDUM

32.6259, more or less, acre tract of land being located in the Southwest Quarter of Section 26, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi, more particularly described as BEGIN at an iron stake in the northerly line of Goodman Road (Mississippi State Highway 302) 303.41 feet westwardly and 64.75 feet northwardly from a P.K. Nail (found) at the accepted southeast corner of the southwest quarter of Section 26, Township 1 South, Range 8 West; thence South 84 degrees 41' 42" west 1011.00 feet with the northerly line of Goodman Road to an iron stake; thence South 05 degrees 18' 18" east 25.00 feet to an iron stake; thence South 84 degrees 41' 42" west 190.43 feet with the northerly line of Goodman Road to an iron stake; thence North 06 degrees 15' 00" west 974.21 feet to a "concrete monument" (found); thence South 82 degrees 40' 36" east 221.90 feet to a point in the approximate centerline of Horn Lake Creek; thence continue eastwardly along said centerline the following courses: South 61 degrees 23' 00" east 54.90 feet; South 87 degrees 25' 00" east 103.30 feet; North 87 degrees 39' 00" east 101.40 feet; North 84 degrees 51' 00" east 100.70 feet; North 56 degrees 12' 00" east 107.70 feet; North 39 degrees 22' 00" east 155 feet to a point; thence North 05 degrees 30' 00" west 140.00 feet to an iron stake (found); thence North 85 degrees 17' 00" east 740.12 feet to a "concrete monument" (found) in the westerly line of U.S. Highway 51; thence South 03 degrees 32' 08" east 3.50 feet with the westerly line of said highway to an iron stake; thence North 89 degrees 19' 07" west 15.00 feet to an iron stake; thence northwardly with the westerly line of said highway the following courses: South 08 degrees 34' 00" west 132.40 feet to an iron stake; South 02 degrees 19' 00" east 280.00 feet to an iron stake; South 87 degrees 31' 00" west 45.00 feet; South 02 degrees 19' 00" east 100.00 feet; North 87 degrees 31' 00" east 70.00 feet to an iron stake; South 02 degrees 19' 00" east 120.00 feet to an iron stake; South 03 degrees 52' 47" east 251.03 feet to an iron stake; South 02 degrees 45' 40" east 34.36 feet to an iron stake; thence South 84 degrees 38' 32" west 159.27 feet to an iron stake; thence South 40 degrees 38' 00" west 100.00 feet to an iron stake; thence South 03 degrees 22' 28" east 158.35 feet to the point of beginning containing 32.6259, more or less, acres of land, being subject to all codes, regulations and revisions, easements and right of ways of record.

LESS AND EXCEPT: A 3.7849, more or less, acre tract of land known as the Stansell 1 Lot Subdivision, in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described in Plat Book 34, Page 47, in the office of the Chancery Clerk of DeSoto County, Mississippi.



**SMITH ENGINEERING CO., INC.**  
 CONSULTING ENGINEERS • CONSTRUCTION SUPERVISION



928 GOODMAN RD., SUITE 6 / SOUTHAVEN, MISSISSIPPI 38671

LAND SURVEY • LAND DEVELOPMENT • ROADS • SEWER SYSTEMS • WATER SYSTEMS • CONSTRUCTION

BEN W. SMITH, P.E.  
 PRESIDENT

AREA CODE 601  
 TELEPHONE 349-3349  
 FAX 349-0711

July 23, 1991

Itemized List of Stephen Stansell's  
 28.4459 Acres in Section 26, Township  
 1 South, Range 8 West, DeSoto County,  
 Mississippi.

Engineer Services on Site Plan Balance due	\$3,631.75	Invoice # 12442	Dated 10/4/90
Engineer Services Balance due	\$4,400.92	Invoice # 12852	Dated 1/8/91
Engineer Services Balance due	\$2,334.86	Invoice # 12920	Dated 1/28/91
Revise Driveway Permit Balance due	\$ 432.50	Invoice # 13295	Dated 4/5/91
Engineer Services Balance due	\$2,880.00	Invoice # 13040	Dated 2/21/91
Legal Description Research Balance due	\$ 257.50	Invoice # 13174	Dated 3/15/91
Bluelines on property Balance due	\$ 45.00	Invoice # 13086	Dated 3/4/91
<b>TOTAL</b>	<b>\$13,982.50</b>		

**Invoice**

**Smith Engineering Co., Inc.**  
 928 Goodman Rd., Suite 6  
 Southaven, MS 38671  
 1-601-349-3348

DATE Invoice No. 13040  
 TO 02/21/91

STANSELL, STEPHEN  
 131 WEST CHICKASAW PARKWAY  
 MEMPHIS, TN  
 38111-  
 Please detach and return upper portion  
 with your remittance. \$ \_\_\_\_\_

**Invoice**

**Smith Engineering Co., Inc.**  
 928 Goodman Rd., Suite 6  
 Southaven, MS 38671  
 1-601-349-3348

DATE Invoice No. 13086  
 TO 03/04/91

STANSELL, STEPHEN  
 131 WEST CHICKASAW PARKWAY  
 MEMPHIS, TN  
 38111-  
 Please detach and return upper portion  
 with your remittance. \$ \_\_\_\_\_

NO.	DATE	WORK ITEM	AMOUNT
STANSELL STATION SHOP REN # A DESOTO County			
1	02/21	ENG SERVICES 2/21/91	
2	02/21	BEN SMITH ENG	
3	02/21	NEGOTIATIONS WITH	
4	02/21	HORN LAKE WATER ASSOC.	
5	02/21	ACC PRESENTATION	
6	02/21	PROFESSIONAL ADVISE	
7	02/21	24 HRS @ 120.00	2880.00
TOTAL DUE			\$ 2880.00

NO.	DATE	WORK ITEM	AMOUNT
for 26 Township 1 Range 8			
1	03/04	BLUELINES MADE IN OFFICE	
2	03/04	45 18X24 @ 1.00	45.00
TOTAL DUE			\$ 45.00

# Invoice

## Smith Engineering Co., Inc.

928 Goodman Rd., Suite 6  
Southaven, MS 38671  
1-601-349-3348

Invoice No. 13174

DATE  
03/15/91  
TO

STANSELL, STEVEN  
131 WEST CHICKASAW PARKWAY  
MEMPHIS, TN  
38111-

Please detach and return upper portion  
with your remittance. \$ \_\_\_\_\_

NO.	DATE	WORK ITEM	AMOUNT
ELL	SQUARE #	A DESOTO County	
1	03/15	LEGAL DESCRIPTION RESEARC	
2	03/15	COURTHOUSE PER BILL TRAVI	
3	03/15	BEN 2 HRS	200.00
4	03/15	JACK ALLEN	30.00
5	03/15	BW 1 HR	27.50
TOTAL DUE			\$ 257.50
<p><i>faxed to Allen Couch 3/15/91</i></p>			

Your Check is your Receipt.

**Invoice**

**Smith Engineering Co., Inc.**  
 928 Goodman Rd., Suite 6  
 Southaven, MS 38671  
 1-601-349-3348

Invoice No. 12920  
 DATE 01/28/91  
 TO STANSELL, STEPHEN  
 131 WEST CHICKASAW PARKWAY  
 MEMPHIS, TN  
 38111-

Please detach and return upper portion  
 with your remittance. \$ \_\_\_\_\_

**Invoice**

**Smith Engineering Co., Inc.**  
 928 Goodman Rd., Suite 6  
 Southaven, MS 38671  
 1-601-349-3348

Invoice No. 13295  
 DATE 04/05/91  
 TO STANSELL, STEPHEN  
 131 WEST CHICKASAW PARKWAY  
 MEMPHIS, TN  
 38111-

Please detach and return upper portion  
 with your remittance. \$ \_\_\_\_\_

NO.	DATE	WORK ITEM	AMOUNT
Section 26 Township 1 Range 8 1/28/91 - 6/11/91			
1	01/28	MISC ENG SERVICES	737.50
2	01/28	PHASE 11 BULL FROG CONER	700.00
3	01/28	STANSELL SHOPPING CENTER	680.00
4	01/28	DRAFTSMAN 29.5 HRS @ 25.0	160.00
5	01/28	MIKE 17.5 HRS @ 40.00	700.00
6	01/28	DESIGN ENG 17 HRS @ 40.00	680.00
7	01/28	BEN 2 HRS @ 80.00	160.00
8	01/28	COOPER # 94932, 1219	57.34
TOTAL DUE			\$ 2334.84

NO.	DATE	WORK ITEM	AMOUNT
STANSELL SQUARE # A DESOTO County			
1	04/05	REVISE DRIVEWAY PERMITS P	312.50
2	04/05	STATE HIGHWAY DEPARTMENT	60.00
3	04/05	DRAFTMAN 12.5 HRS @ 25.00	312.50
4	04/05	MC 1.5 HRS @ 40.00	60.00
5	04/05	BEN .75 @ 80.00	60.00
TOTAL DUE			\$ 432.50

# Invoice

**Smith Engineering Co., Inc.**  
 928 Goodman Rd., Suite 6  
 Southaven, MS 38671  
 1-601-349-3348

Invoice No. 12442

DATE 10/04/90

TO

STANSELL, STEPHEN  
 131 WEST CHICKASAW PARKWAY  
 MEMPHIS, TN  
 38111

STATE MS.-DESOTO CO.  
 FILED

JUL 24 10 53 AM '91

RECORDED 724-97  
 DEED BOOK 6  
 PAGE 307  
 W.E. DAVIS CH. CLK.

Please detach and return upper portion  
 with your remittance. \$ \_\_\_\_\_

# Invoice

**Smith Engineering Co., Inc.**  
 928 Goodman Rd., Suite 6  
 Southaven, MS 38671  
 1-601-349-3348

Invoice No. 12852

DATE 01/08/91

TO

STANSELL, STEPHEN  
 131 WEST CHICKASAW PARKWAY  
 MEMPHIS, TN  
 38111

Please detach and return upper portion  
 with your remittance. \$ \_\_\_\_\_

NO.	DATE	WORK ITEM	AMOUNT
Section 26 Township 1 Range 8			
1	10/04	BULLFROG CORNER SITE PLAN	
2	10/04	ENG SERVICES TO 12/5/90	
3	10/04	UPMS & FEDERAL EXPRESS	27.50
4	10/04	ENG 83.75 @ 35.00	2931.25
5	10/04	DRAFTSMAN 44 @ 25.00	1100.00
6	10/04	FIELD CREW 6.75 @ 70.00	472.50
7	10/04	FIELD CREW SUPERVISOR	
8	10/04	1 HR \$35.00	35.00
9	10/04	NEW WD OPENED 12757	
TOTAL DUE			\$ 4566.25
OK #1557 3/5/91			\$ 934.50
			\$ 3631.75

NO.	DATE	WORK ITEM	AMOUNT
Section 26 Township 1 Range 8			
1	01/08	PHASE 11 BULL FROG CORNER	
2	01/08	STANSELL SHOPPING CENTER	
3	01/08	ENG SERVICES TO 1/28/91	
4	01/08	RS 39.5 HRS @ 25.00	982.50
5	01/08	FM 52.50 HRS @ 40.00	2100.00
6	01/08	BW 5.5 HRS @ 25.00	137.50
7	01/08	COOPER #94528	200.00
8	01/08	MC 19 HRS @ 40.00	760.00
9	01/08	BEN 6 HRS @ 70.00	420.00
TOTAL DUE			\$ 4400.00