

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

CANCELLED BY AUTHORITY RECORDED IN BOOK 323  
PAGE 418  
7 Feb  
W. E. Davis  
Clerk  
W. E. Davis  
Clerk  
W. E. Davis  
Clerk

TO: CAMBRIDGE LAKES INC.  
4695 Apple Creek Dr.  
Nesbit, MS 38651

Lot 14, 15, 31 and 32 Sec. A Alden Station  
Partial Release of this Instrument Recorded in  
Notice of Const. Lien Book  
No. 6 Page 579  
This 2nd day of March 19 93

W. E. Davis  
Clerk  
W. E. Davis  
Clerk

COMES NOW, ROBERT COMBS, Who serve notice upon Cambridge  
Lakes, Inc., a Mississippi Corporation, that Robert Combs, is  
claiming a labor lien under the provisions of Section 85-7-131,  
Mississippi Code Annotated, 1972 (As Amended) and who in support  
of said claim would state to-wit:

1. That the property affected by this Notice is described as follows:  
Lot 22 Sec. A Alden Station  
Partial Release of this Instrument Recorded in  
Lis Pendens Book  
No. F Page 573  
This 26th day of August 19 93  
(See Legal Description Attached)

2. The total amount due and owing unto the lienholder  
is the sum of \$75,000 plus legal interest as provided by law.

3. The claim arises out of a contract entered into between  
Cambridge Lakes Inc. and Jessie Ware its President, and Robert Combs  
to supply labor and services to the project.  
Lot 21 and 43 Sec. A Alden Station  
Partial Release of this Instrument Recorded in  
Lis Pendens Book  
No. 604  
This 24th day of Sept 19 93

4. That claimant provided labor to Cambridge Lakes Inc., on  
Cambridge Lakes Subdivision property as described in the Contract  
attached to this Notice.  
Lot 21 and 43 Sec. A Alden Station  
Partial Release of this Instrument Recorded in  
Constructive Lien Book  
No. 7 Page 8  
This 24th day of Sept 19 93

5. WHEREFORE, lienor Robert Combs, claims a labor lien  
against the aforementioned property.  
W. E. Davis  
Clerk  
W. E. Davis  
Clerk

WITNESS MY SIGNATURE this 26th day of August, 1991

Robert Combs  
ROBERT COMBS

Tennessee  
STATE OF MISSISSIPPI  
COUNTY OF DEBOTS Shelby

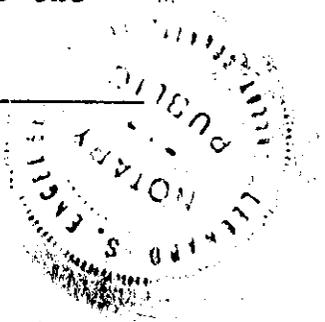
PERSONALLY came and appeared before me, the undersigned  
authority in and for the State and County, the aforesaid Robert Combs,  
who acknowledged he executed and delivered the above and foregoing  
instrument on the day and year therein mentioned and for the purpose  
purpose therein expressed, being first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICAL SEAL OF OFFICE, this the  
26th day of August, 1991

My commission Expires  
Lot 21 and 43 Sec. A Alden Station  
Partial Release of this Instrument Recorded in  
Lis Pendens Book  
No. 7 Page 8  
This 24th day of Sept 19 93  
W. E. Davis  
Clerk  
W. E. Davis  
Clerk

NOTARY PUBLIC  
Lot 21 and 43 Sec. A Alden Station  
Partial Release of this Instrument Recorded in  
Lis Pendens Book  
No. F Page 549  
This 11 day of August 19 93

W. E. Davis  
Clerk  
W. E. Davis  
Clerk



## CAMBRIDGE LAKES SUBDIVISION

## LEGAL DESCRIPTION

Description of real estate : Deota County MS, Parcel 1, being part of Section 11, Township 2 South, Range 8 West; thence eastwardly 199.38 feet with the northerly line of said section and along the centerline of Church road to a point; thence South 16 degrees 49 minutes 43 seconds East 308.71 feet along the easterly line of the Illinois Central Railroad (100 feet) right of way and with the easterly line of Turo Subdivision to the True Point of Beginning for the herein described tract; thence North 84 degrees 10 minutes 22 seconds East 390.05 feet with a Southerly line of said subdivision to a point in a Westerly line of said subdivision; thence South 05 degrees 49 minutes 30 seconds East 113.00 feet with said Westerly line of said subdivision to a point; thence North 84 degrees 10 minutes 22 seconds East 2163.09 feet with the Southerly line of said subdivision to a point; thence South 20 degrees 36 minutes 34 seconds East 988.41 feet to a point; thence South 84 degrees 11 minutes 37 seconds West 2597.75 feet to a point in the Easterly line of said railroad; thence North 16 degrees 49 minutes 43 seconds West 1087.41 feet with the easterly line of said railroad to the Point of Beginning containing 57.2168 acres.

ALSO, the West 86.5 acres of Parcel 2, being part of Section 11, Township 2 South, Range 8 West, beginning at a point in the Easterly right of way line of the Illinois Central Railroad a distance of 1398.66 feet Southward, as measured along said right of way line, from its intersection with the center line of Church Road, said point being the Southwest corner of Parcel 1, thence along a relative bearing of North 89 degrees, 45 minutes, 37 seconds East and parallel with Church Road, a distance of 3476.23 feet to a point in the Westerly right of way line of U.S. Highway 51; thence South 18 degrees, 26 minutes, 15 seconds East, along said Westerly right of way line, a distance of 1554.58 feet to a point of curvature therein; thence continuing Southeastwardly along said right of way line and along a curve to the left of radius 4633.70 feet and having a deflection angle of 7 degrees, 21 minutes, 44 seconds, a distance of 595.41 feet to the point of tangency for said curve; thence South 25 degrees, 47 minutes, 58 seconds East, along said right of way line, a distance of 69.28 feet to a point, thence North 89 degrees, 57 minutes, 00 seconds West a distance of 3810.17 feet to a point in the Easterly right of way of the Illinois Central Railroad; thence North 11 degrees, 15 minutes West, along said right of way line, a distance of 2111.14 feet to the Point of Beginning, containing a area of 173.03 acres.

CLERK'S SCHEDULE OF PARTIAL RELEASES OF DEED OF TRUST RECORDED IN  
 BOOK 6, PAGE 323

Subdivision Alden Station Sec. A PlatBk/Pg 4/43  
 LOCATED IN SECTION 11, TOWNSHIP 2, RANGE 8

LOT NO.	PARTIAL RELEASE BOOK	PAGE	DATE FILED	W. E. DAVIS, CLERK BY: (INITIALS)
27	Lis Pendens	7	Jan 6, 1994	P. Starkey DC
27	Const. Liens	96	Jan 6, 1994	P. Starkey DC
4	7	102	Jan 7, 1994	N. Graham DC
4	Lis Pendens	10	1-7-94	N. Graham, DC
	Const. Liens			
20	7	130	2-16-94	P. Starkey DC
26	7	130	2-16-94	P. Starkey DC
30	7	130	2-16-94	P. Starkey DC
37	7	130	2-16-94	P. Starkey DC
20	Lis Pendens	33	2-16-94	P. Starkey DC
26	7	33	2-16-94	P. Starkey DC
30	7	33	2-16-94	P. Starkey DC
37	7	33	2-16-94	P. Starkey DC
1 Dec A	7	218	3-25-94	P. Starkey DC
1 Dec A	Lis Pendens	44	3-25-94	P. Starkey DC
4 Dec A	7	248	5-4-94	N. Graham DC
34	Lis Pendens	81	6-15-94	N. Graham, DC
34	7	340	6-15-94	N. Graham, DC
	Lis Pendens			
40 Dec A	7	96	7-28-94	P. Starkey DC
40 Dec A	7	346	7-28-94	P. Starkey DC
42 ""	7	347	8-5-94	N. Graham, DC
42 ""	all Lis Pendens Book	101	8-5-94	N. Graham, DC
11	all Lis Pendens Book	102	8-26-94	N. Graham DC
11	7	360	8-26-94	N. Graham, DC
44	7	363	9-19-94	N. Graham, DC
44	all Lis Pendens Book	364	9-19-94	N. Graham, DC

COMPENSATION AGREEMENT

This Agreement dated this the 16<sup>th</sup> day of May, 1991 Between Cambridge Lakes Inc., a Mississippi Corporation (Owner) and Robert Combs, (Consultant) agree to the following:

Cambridge Lakes Inc., acknowledges to Consultant that the only asset owned is two parcels of real estate consisting of raw land, located on Church Road, Desoto County, MS, containing 143.7 acres. (Legal description attached and made part of this Agreement) Cambridge Lakes Inc. by this Agreement, guarantees the Consultants fee by giving a unrecorded lien upon the property described above.

Therefore, it is acknowledged that Consultants services rendered to date amount to One Hundred Thousand Dollars (\$100,000). Consultant has received approximately Twenty-Five Thousand as expenses (as per prior agreement dated 4/12/90) and that Seventy-Five Thousand Dollars is due and owed at this time.

It is also acknowledged that Consultant was employed to render labor and services beyond the scope of the initial intent of the Agreement signed 4/12/90. These services included Feasibility Report, Fiancial Package, Engineering meetings, Supervision of land clearing and grading. Consulting with owner on admistrative matters, legal matters, refinancing of 86,5 acre parcel. Develop all paper work concerning the property.

It is therefore agreed that Owner will not Joint Venture, Sale, Transfer or dispose of the property without first notifying the Consultant and supplying a written acknowledgement that the Joint Venture Partner, Buyer, or any third party interest has notification of this Agreement.

It is Agreed between the parties that if the property is sold or transferred to another entity, that the Consultant shall receive and will accept \$50,000. for his past services rendered. Payment shall be made at the time of closing or transfer.

Consultant agrees to accept payment in the following manner:

1. \$10,000 upon the first funding of any construction funds or by July 15, 1991 which ever comes first.
2. \$65,000. payable on a per lot release of \$580.35 per lot for the first 112 lots sold and closed. Payment shall be at lot closing , from the title company.
3. Starting Janunary 1, 1992 interest at the rate of 10% shall be charged on the unpaid balance.

*John R.C.*

(Page 2 Con't)

Any controversy or claim arising out of or relating to any provision of this Agreement, or the breach thereof, which is not settled between the Owner and the Consultant, shall be settled in a court of competent jurisdiction or the State of Mississippi located in Desoto County.

If either party hereto is required to seek legal remedies available to enforce the provisions of this Agreement, the aggrieved party shall be entitled to an award for all court cost, reasonable attorney fees and other charges and damages deemed fair by the court.

Both parties hereto acknowledge and understand that no breach, default or violation of any of the provisions of this Agreement can occur due to an involuntary action beyond their control, Acts of God, civil disturbance, act of war, theft or fire.

This Agreement shall be interpreted under and by the laws of the State of Mississippi.

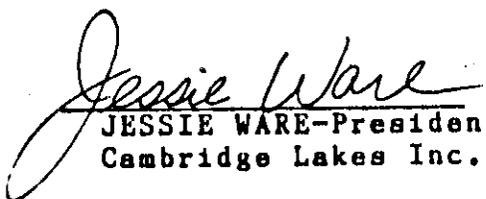
This Agreement contains the entire agreement of the parties hereto relating to the Consultants compensation.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

This Agreement supersedes any and all previous Agreements.

This Agreement may be amended by the mutual consent and agreement of both parties hereto.

The Owner further certifies that the Owner has carefully read and understands this Agreement and acknowledges the terms and conditions herein and receipt of a copy herein.

  
 JESSIE WARE-President  
 Cambridge Lakes Inc.

  
 Robert Combs- Consultant

DATE: May 6<sup>th</sup> 1991



STATE MS.-DESOTO CO.  
 FILED

AUG 26 10 07 AM '91

RECORDED 8-28-91  
 DEED BOOK  
 PAGE 323  
 W.E. DAVIS CLK.