

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

STATE MS.-DESOLO CO.  
FILED

MAR 12 1 25 PM '92

RECORDED 3-12-92  
DEED BOOK  
PAGE 423  
W.E. DAVIS CH. CLK.

TO: MR. STEPHEN STANSELL  
176 East Chickasaw  
Memphis, TN 38111

STEPHEN STANSELL PROPERTIES, INC.  
176 East Chickasaw  
Memphis, TN 38111

SUNBURST BANK  
8819 Northwest Drive  
Southaven, MS 38671

COMES NOW, THE WARRIOR GROUP, LTD, a Tennessee Corporation, who serves notice upon STEPHEN STANSELL PROPERTIES, INC., a Texas Corporation, and SUNBURST BANK, mortgagee, that it is claiming a materialman's lien under the provisions of Section 85-7-131, Mississippi Code of 1972, as amended, and who in support of said claim would show and state the following:

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

(See Addendum Attached Hereto)

2. That the total amount due and owing unto the lienholder as of the date of filing this Notice is the sum of \$ 42,171.57, plus legal interest and attorneys fees as provided by law.

3. The claim arises out of written Contract entered into between The Warrior Group, Ltd. and Stephen Stansell Properties, Inc., dated December 31, 1990, a copy of which is attached hereto as Exhibit "A".

4. That the Claimant provided engineering services pursuant to said Contract and is presently providing engineering services to the owner, pursuant to the aforesaid Contract. Attached hereto as Exhibit "B" is a summary of billings and payments, dated February 25, 1992.

WHEREFORE, Lienor, The Warrior Group, Ltd., claims a materialmen's and laborer's lien against the aforementioned property.

WITNESS the signature of the duly authorized officer of the Corporation, this the 12<sup>th</sup> day of March, 1992.

THE WARRIOR GROUP, LTD.

By: A. B. Hicks  
A. B. Hicks  
Vice President

STATE OF Mississippi  
COUNTY OF DeSoto

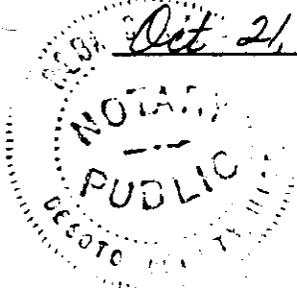
PERSONALLY appeared before me, the undersigned authority of law, in and for the State and County aforesaid, the within named A. B. Hicks, who acknowledged as Vice President for and on behalf of and by authority of The Warrior Group, Ltd., he signed and delivered the above and foregoing Notice on the day and year therein mentioned and for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 12<sup>th</sup> day of March, 1992.

Reba B. King  
Notary Public

My Commission Expires:

Oct 21, 1993



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 156.35 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.

12/31/96 Fax to Mr. Stanell 458-5014

Memo to Stephen Stanell

The following is a profile of our verbal agreement

I - Services described in our proposal of 12/18/90 reduced to \$59,000 in lieu of \$61,320 as shown.

II - Should a \$10,000<sup>00</sup> ~~cost~~ be added our charges for this addition to be \$25,000

III - Should additional Retail be added our fee would be \$04 per sq ft

Method of payment:

Initial payment \$15,000<sup>00</sup>

Submit to City of Ham Lake on Jan 21 the following



memo. S. Stansell Cont 12/31/90

plus Design Review  
ity of Form  
Fake application

full completed working drawings

a. plans & specs

19,000<sup>00</sup> Retail

12,030 Walgreen

Shell on Supermarket & out-line open

paid  
\$7,500  
at this time

b. Should get be added additional payment of 2,250 would be due at this time

The remaining payment, less \$4,000 retained for Contract observation would be due at closing but not later than March 1st, contingent upon issuance of Bids permits from city of Henry Lake and completion of full working drawings from Stephen we are pleased you have chosen us for these services & I trust our performance will be to your complete satisfaction

Happy New Year

Agreed:

A.B. Hicks

P.S.

one you have reviewed - I will



# THE WARRIOR GROUP LTD.



ENGINEERING • ARCHITECTURE • PLANNING • CONSULTING

Mailing Address  
P.O. Box 751978  
MEMPHIS, TN 38175-1978

February 25, 1992

2725 SOUTH MENDENHALL  
SUITE 25  
MEMPHIS, TN 38115

Mr. Stephen Stansell  
STEPHEN STANSELL PROPERTIES, INC.  
131 W. Chickasaw Parkway  
Memphis, Tennessee 38111

RE: SUMMARY OF BILLINGS - STANSELL SQUARE - OUR JOB 063

Dear Mr. Stansell:

Following is an invoice for amounts due The Warrior Group, Ltd. for Professional Engineering/Architectural services rendered on the referenced job.

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DESIGN PHASE

Contract Amount		\$	59,000.00
Less: Inspection Retainage	\$4,000.00		
Supermarket Design	<u>6,000.00</u>		<u>10,000.00</u>
Subtotal		\$	49,000.00
Less: Pmts: Ck 1508 1/6/91	\$1,500.00		
Ck 1522 1/22/91	<u>7,500.00</u>		<u>9,000.00</u>
AMOUNT DUE DESIGN PHASE:		\$	40,000.00

REIMBURSABLE EXPENSES

(Invoice 1/22/91 PD Ck 1522 \$1,251.00)  
(Invoice 12/31/91 PD Ck 157 190.00)

Invoice 02/19/92	\$ 195.00		
Invoice 02/24/92 -for 1991	<u>1,976.57</u>	\$	<u>2,171.57</u>

TOTAL AMOUNT DUE - DESIGN AND REIMBURSABLES \$ 42,171.57

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THANK YOU!

Janey Mead  
Accounts Manager

901-794-5302



901-794-9110 FAX