

Prepared By and Return To:  
 Nan Barlow, Esq.  
 44 No. Second St., Suite 700  
 Memphis, Tennessee 38103

STATE MS.-DE SOTO CO  
 FILED

OCT 14 9 38 AM '93

NOTICE OF CONSTRUCTION LIEN

BK 7 PG 18  
 W.E. DAVIS CH. CLK.  
 by: P. Starkey, Jr.

STATE OF TENNESSEE  
 COUNTY OF SHELBY

I, Glenn Gray, the undersigned of Shelby County, Tennessee, as Commercial Sales Manager of Payless Cashways Inc., an Iowa corporation qualified to do business under and by virtue of the laws of the State of Tennessee, maintaining an office at 4365 Winchester Road, Memphis, Tennessee, make the following sworn statement and claim of construction lien in accordance with the provisions of Section 85-7-131 et seq. of the Mississippi Code Annotated:

Payless Cashways Inc. herewith claims a construction lien for drywall, wood, roofing, materials, doors, windows and building materials. The materials were furnished for the improvement of premises located in DeSoto County, Mississippi at 3163 Pleasant Hill Road, Nesbitt, Mississippi 38651, which premises and realty are owned by Joseph C. Merrell a/k/a Joe C. Merrell and are more particularly described as follows:

A 6.06 acre tract being Lot 2 of the CRAIG 2 LOT SUBDIVISION

BEGINNING at a point on the West line of Section 27, said point being 1600.0 feet called 1596.14 feet measured from the commonly accepted southwest corner of Section 27, Township 2 South, Range 7 West; thence run north 0 deg. 07 min. 43 sec. West a distance of 250.0 feet to a point; thence run North 89 deg. 55 min. 21 sec. East a distance of 1056.00 feet to a point on the East line of the Craig tract; thence run South 0 deg. 07 min. 44 sec. East along said East line a distance of 250.00 feet to a corner post and pipe found; thence run South 89 deg. 55 min. 21 sec. West a distance of 1056.0 feet to the point of beginning containing 6.06 acres more or less. Being part of the Craig 18.00 acre tract. Subject to rights of ways or existing roads and public utilities. There is also a 50 foot wide Ingress and Egress Easement across Lot 1 being described as follows:

BEGINNING at a point 1846.14 feet North and 606.0 feet East of the commonly accepted Southwest corner of Section 27, Township 2 South Range 7 West, said point being on the North line of the above described 6.06 acre tract; thence run North 0 deg. 07 min. 4 sec. West a distance of 494.18 feet to a point on the North line of the 12.02 acre tract being Lot 1 of the Craig 2 Lot Subdivision; thence run along said North line North 90 deg. 00 min. 00 sec. East a distance of 239.16 feet to a point; thence run South 0 deg. 07 min. 43 sec. East a distance of 50.0 feet to a point; thence run North 90 deg. 00 min. 00 sec. West a distance of 189.16 feet to a point; thence run South 0 deg. 07 min. 44 sec. East a distance of 444.11 feet to a point on the North line of Lot 2; thence run South 89 deg. 55 min. 21 sec. West a distance of 50.0 feet to the Point of beginning containing 0.78 acres more or less.

The above property is part of the same property conveyed to the Grantor herein by Quitclaim Deeds of record in Book 244, Page 344 and in Book 244, Page 346 in the Chancery Clerk's Office of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY. RECORDED IN BOOK

payless.181

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PAGE 624A

29th DAY OF Dec 19 95

W.E. Davis  
 Chancery Clerk

by: P. Starkey, Jr.

The materials, supplies and parts were sold and delivered to Joseph C. Merrell, whose address is 3163 Pleasant Hill Road, Nesbitt, Mississippi.

The Notice of Construction Lien has been filed within the time required according to the laws of the State of Mississippi and the claimant will take all legal steps to enforce the Lien as required by said law.

The amount justly due and owing for materials furnished and delivered, after allowing all just credits and deductions, is in the sum of \$21,553.46, all of which is due and unpaid.

PAYLESS CASHWAYS INC.

By: Glenn Gray  
Glenn Gray  
Commercial Sales Manager

STATE OF TENNESSEE  
COUNTY OF SHELBY

The undersigned, Glenn Gray, being first duly sworn, states that he is Commercial Sales Manger of Payless Cashways Inc., and that he is justly authorized to sign and that the statements made in the foregoing Notice of Construction Lien are true and correct of his own knowledge.

Glenn Gray  
Glenn Gray  
Commercial Sales Manager,  
Payless Cashways Inc.

SWORN TO AND SUBSCRIBED before me this 13<sup>th</sup> day of October,

Dorothy M. Gray  
Notary Public

My Commission Expires:

June 27, 1995

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public, of the State and County aforesaid, personally appeared Glenn Gray, with whom I am personally acquainted, and who upon oath, acknowledged himself to be Commercial Sales Manager of Payless Cashways Inc., the within named bargainor, a corporation, and that he as such Commercial Sales Manager of Payless Cashways Inc., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Commercial Sales Manager.

WITNESS my hand and seal at office, this 13<sup>th</sup> day of October,

Dorothy M. Gray  
Notary Public

My Commission Expires:

June 27, 1995

Copies of the Notice of Construction Lien were mailed to the following by Certified Mail, Return Receipt Requested:

Joseph C. Merrell  
3163 Pleasant Hill Road  
Nesbitt, MS 38651

Betty M. Craig  
3157 Pleasant Hill Road  
Nesbitt, MS 38651