

CANCELLED BY AUTHORITY RECORDED IN BOOK
8 PAGE 345.

THIS 24 DAY OF Sept. 1997

W. E. Davis
CHANCERY CLERK

By: M. Steffens D.C.

BOOK

7 PAGE 597

STATE MS. - DESOTO CO.
FILED

Dec 8 10 06 AM '95

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NOTICE OF CONSTRUCTION LIEN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

BK 7 PG 597
W. E. DAVIS CH. CLK.

By B. Cleveland &c

PURSUANT to Miss. Code Annot. Section 85-7-131 (Supp. 1988),
notice is hereby given that ALAN P. VYNCKE, holds a good and valid
Construction Lien in the approximate amount of \$14,515.00, for work
done and for materials furnished in connection with the improvement
of the property, said property owned by JAMES EDWARD WOLFE and wife,
TERRY WOLFE, and more particularly described as follows, to-wit:

Lot 51, Section C, South Manor Estates, Sections 2 and 3,
Township 2 South, Range 7 West, in Desoto County, Mississippi, as
shown on plat of record in Plat Book 42, Pages 15 & 16, in the
Office of the Chancery Clerk of Desoto County, Mississippi.

The above described property is owned of record by James Edward
Wolfe and wife, Terry Wolfe, by virtue of a warranty deed
executed by Dan A. Brown dated March 25, 1993 and
recorded in Deed Book 255, Page 481.

The aforesaid lien, as is evidenced by the attached copy of
the construction contract executed by the parties and incorporated
herein as Exhibit "A" constitutes the present unpaid balance owed
Alan P. Vyncke, for labor and materials furnished in improving the
hereinabove described property.

WITNESS the execution hereof on this the 8th day of December,
1995.

Alan P. Vyncke
ALAN P. VYNCKE

BOOK

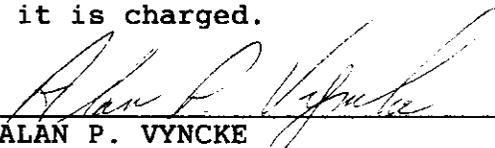
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AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and Sate, Alan P. Vyncke, who having been by me first duly sworn, on his oath states that JAMES EDWARD WOLFE and TERRY WOLFE are indebted to him in the amount of \$14,515.00 and that the contract attached hereto is correct and is due from the party against whom it is charged.


ALAN P. VYNCKE

SWORN TO AND SUBSCRIBED BEFORE ME on this the 8th day of December, 1995.


NOTARY PUBLIC

MY COMMISSION EXPIRES:



MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 20, 1999
BONDED THRU STEBALL NOTARY SERVICE

Prepared by + return to:
L. Shumake
P.O. Box 803
OLIVE BRANCH, MS 38654
601-895-5565

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BUILDING CONTRACT

THIS AGREEMENT made and entered into this 11 day of April, 1994, by and between Edward Wolfe, hereinafter call "Owner" and Alan Vyncke, hereinafter called "Contractor",

WITNESSETH:

1. The Contractor herein shall act in the capacity of general contractor for the purpose of erecting and building in a substantial and good workmanlike manner, a dwelling house, (see attached floor plans), located on Lot 51, South Manor Subdivision, Desoto County, Mississippi, said property being owned by the Owner herein.

2. Contractor shall complete the dwelling according to the plans and specifications attached hereto so that it is fit for occupation and remove all service materials and rubbish off of the premises within 240 days from the date hereof unless prevented by strikes, accidents, weather or other reasonable cause, in which case the time for completion will be extended for the unavoidable delay. The exceptions and deviations from the plans are as follows: See attached Exhibit "A".

3. Contractor shall obtain all the necessary permits and comply with all governmental regulations in construction of the house and will pay for all necessary permits.

4. Owner will pay Contractor for the construction of said house the total sum of \$120,500.00 payable as follows:

- | | | |
|----|-----|---|
| 1. | 10% | When this contract is executed |
| 2. | 20% | When foundation inspection is completed |
| 3. | 40% | When framing inspection is completed |
| 4. | 10% | When sheetrock is installed |
| 5. | 10% | When trimwork is completed |
| 6. | 10% | When final inspection is made by County Building Official |

5. Contractor shall keep the house insured against loss by windstorm or other casualty by Bullder's Risk Insurance.

6. In the event of dispute or differences arising between the parties, in performing this contract, the differences will be arbitrated; each party shall select one arbitrator and the two selected will select a third arbitrator and the decision of arbitration will be final and accepted by both parties.

7. Owner shall make all selection of colors and materials to him as soon as possible in order not to delay construction of premises and to be given the

EXHIBIT "A"

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following allowances: See attached Exhibit "B".

8. Contractor shall be responsible for paying for all necessary permits and for utility hook-ups but any utility bills incurred during construction shall be the responsibility of the Owner.

9. It is agreed by and between the parties that at the time each down payment is made in compliance with the terms of this contract, Contractor shall execute an affidavit in regard to payment in full of materials and subcontractors and shall be represented by James E. Woods, Attorney at Law, to do a lien search and furnish evidence of same to the Owner. It is further agreed that any and all expenses in regard to matters relating to the financing by Owner and so forth, shall be the sole responsibility of the Owner.

WITNESS OUR SIGNATURES this the 11 day of April

[Signature]
Edward
[Signature]
Alan V.

[Signature]
Wolfe

*Builder warrant all workmanship
in home for one year after completion of*

[Signature]
[Signature]
Wolfe

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EXTRAS-LOT 51-WOLFE

Driveway Overage	\$4,365.00
Coiffered ceilings in master bedroom and bath	\$400.00
Larger Shower in master bath	\$400.00
Stanied trim in dining room	\$225.00
Smooth ceiling in gameroom	\$74.00
Spindles and rail to gameroom	\$325.00
Two pull down stairs at \$110.00 each	\$220.00
3 o x 6 8 steel door on back of house	\$285.00
8 o x 3 o windows on front of house	\$546.00
Drawer stack in kitchen	\$75.00
Built in hutch	\$700.00
Total:	\$7,615.00

EXHIBIT "B"