

NOTICE OF CONSTRUCTION LIEN

AGAINST THE LAND AND IMPROVEMENTS OF
LYNN M. LEATHERWOOD, OWNER, BY
H.W. JENKINS COMPANY, LIEN HOLDER

H.W. JENKINS COMPANY, gives notice of a Construction Lien against the property of LYNN M. LEATHERWOOD, under the provisions of §85-7-131 Miss. Code Ann. as follows:

1. The property subject to this lien is described as: 2100 Taryn Lane, Nesbit, MS more particularly described on Exhibit "A" attached hereto.
2. The lien holder is H.W. JENKINS COMPANY, whose address is P.O. Box 18347, Memphis, TN 38181.
3. The owner is LYNN M. LEATHERWOOD whose address is 1538 Moss Point Cove, Southaven, MS 38671.
4. The amount of the lien is \$ 1,166.28, plus interest and attorney's fees as provided for in Sections 11-53-81 and 85-7-151 Miss. Code Ann. (1972 as amended).
5. The lien holder made and entered into an oral contract with the owner to provide materials on the herein described property and, in fact, did so. The basis for the claim is further set out in the attached exhibits.
6. Suit for enforcement of this lien has not yet been commenced.

This the 19 day of July, 1999.

STATE MS.-DE SOTO CO.
FILED

JUL 19 3 01 PM '99

BK 9 PG 263
W.E. DAVIS, CLERK

H.W. JENKINS COMPANY

By: 
William A. Brown
Attorney for Lien Holder
Walker, Brown & Brown, P.A.
P.O. Box 276
Hernando, MS 38632
(601) 429-5277
(901) 521-9292

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named WILLIAM A. BROWN who acknowledged signing and delivering the above and foregoing Notice of Construction Lien on the day and date therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 19 day of July, 1999.

Julie M. Threlkeld
Notary Public



My Commission Expires:
April 26, 2003

TRACT 1:

Lot 221, Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

TRACT 2:

Beginning at the northeast corner of Lot 221, of Section B, the Bridgetown Subdivision as recorded in Plat Book 14, Pages 38-44, in the Chancery Clerk's Office of DeSoto County, Mississippi, and being in Section 23; Township 2 South; Range 7 West; thence south $89^{\circ} 55'$ east 68.0 feet to a point; thence south $8^{\circ} 17'$ west 90.93 feet to a point; thence north $89^{\circ} 55'$ west 55.0 feet to the southeast corner of said Lot 221; thence north $0^{\circ} 04'$ east 90.0 feet to the point of beginning and containing 0.13 acres more or less.

EXHIBIT "A"

C BOOK 9 Pg 266

PERSONAL GUARANTY

TO: E. W. JENKINS CO.

Each of us severally request you to extend credit to or otherwise do business with

Lynn Leatherwood
(Legal Name of Applicant)
1538 Mass Pointe Southaven MS 38671
(City) (State)

hereinafter called "Individuals" and to induce you to do so and in consideration thereof and of benefits to accrue to each of us therefrom, each of us as primary obligor jointly and severally and unconditionally guarantees to you the Company will fully and promptly and faithfully perform, pay and discharge all of its present and future obligations to you, irrespective of the unenforceability of any security therefore, and agree, without your first having to proceed against or to liquidate any security therefore, to pay or demand all sums due and to become due to you from Individual(s) and all losses, costs, attorney's fees not to exceed 33-1/3% of the amount due, or expenses which may be suffered by you by reason of Individual(s) default or default of any of the undersigned hereunder and agree to be bound by and on demand to pay deficiency established by a sale of any security held, with or without notice to us.

No termination hereof shall be effected by the death of any or all of us. No termination shall be effective except by notice sent to you by registered mail naming a termination date effective not less than 30 days after receipt of such by you; or effective as to any of us who has not given such notice; or affect any transaction effected prior to effective date of termination. Each of us waives a notice of acceptance hereof and of presentment demanded, protest and notice of non-payment or protest as to any note or obligation signed, accepted, endorsed or assigned to you by said Individual(s), and all exemptions and homestead and any other demands and notices required by law. You may, without notice to us, renew or extend any obligation of Individual(s) and/or of co-guarantors, may accept partial payments thereon, or settle, release or terms satisfactory to you or by operation of law or otherwise, compound, compromise, collect or otherwise liquidate any thereof and/or security therefore in any amount, consent to the transfer of such security and bid and purchase at any sale, without affecting or impairing the obligation of any of us hereunder. No payment by a guarantor hereunder shall entitle the guarantor by subrogation or otherwise, to any payment in full to you of all amount payable by the Individual(s), contingently, absolutely or otherwise, to you of all amount payable by the Individual(s), contingently, absolutely or otherwise, to you.

The Guaranty shall bind our respective heirs, personal representatives, successors and assigns, including, but not limited to any party to whom you may assign any item or account, we hereby waiving notice of any such assignment. All of your rights are cumulative and not alternative.

WITNESS our hands, this _____ day of _____, 19____

at _____ (City) _____ (State)
Lynn Leatherwood (Guarantor's Signature) Southaven MS (Address)

(Guarantor's Signature) (Address)

(Guarantor's Signature) (Address)

(Guarantor's Signature) (Address)

WITNESS:

Display Device DSP125
 User VDH

GB735-94 Accounts Receivable Inquiry 7/01/99 13:56:48

Customer . . . 13477 LYNN LEATHERWOOD Sub 2100 TARYN LANE BRIDGETOWN-NEBBIT, MS

Opened 9/98
 Terms 3 1538 MOSSPOINT CV. 00000
 Stm S/C B SOUTHAVEN MS 38671-0000

Lst Pay 2/05/99 NBC Date 0/00
 Lst Sale 10/25/98 On Order
 Status Active HI Baln 14,166.28 Date 10/27/98 Sub Sales 14,166.28

AVR Cont
 Sub-
 INV No Acct. Date Sel Ln Ref Sls Man Inv Amt Crd Amt Adj Balance

INV No	Acct.	Date	Sel Ln	Ref	Sls Man	Inv Amt	Crd Amt	Adj Amt	Balance
152798	1	9/22/98	3	PO56581	70	10,736.30			10,736.30
152798	1	2/05/99	3	4923	1	70		5,000.00	5,736.30
152798	1	11/16/98	3	4826	1	70		4,570.02	1,166.28

Balance Due July June May OVER 90 1166.28

F2=Contact Dates F3=Exit F5=Select Customer F6=More Info
 F0=Aging F1=Comments/Dates F24=Pay History



H.W. JENKINS CO.
WHOLESALE LUMBER AND MILLWORK

4155 Pidgeon Roost Road • P.O. Box 18347 • Memphis, TN 38161-0347 — 363-7641

ROOF TRUSSES & WALL PANELS

INVOICE

NUMBER	114-55777
DATE	5/22/92
PAGE	

SOLD TO
 LYNN LEATHERWOOD
 1536 MOSSPOINT CV.
 SOUTHAVEN, MS 38671

SHIP TO
 2100 TARYN LANE
 BRIDGETOWN-NESPIT, MS

CUSTOMER NO	P.O. NUMBER	SALESMAN	TYPE	ORDER NO.	ORDER DATE	SHIP DATE	SHIP VIA
13477		070	Invoice	55881	5/11/92	5/14/92	DR. TRUCK

DESCRIPTION	QTY SHIPPED	BOARD FOOTAGE	UNIT PRICE / UM	EXTENDED PRICE
2X6-92 5/8" STUD KD WW/SPF	10 PC	80.00	34.40	34.40
2X12-16 TREATED	10 PC	320.00	318.40	318.40
12" ROLL ALUM. FLASHING	4 RL	4.00	97.92	97.92
1 3/4"X11 7/8"-10 VLAM	6 PC	6.00	218.40	218.40
2X10-18 #2 & BETTER ALS	12 PC	360.00	189.00	189.00
2X10-10 #2 & BETTER ALS	9 PC	150.03	67.51	67.51
2X4-92 5/8" STUD KD WW/SPF	45 PC	240.30	98.52	98.52
2X10-12 #2 & BETTER ALS	40 PC	800.00	420.00	420.00
2X10-16 #2 & BETTER ALS	3 PC	80.01	42.01	42.01
2X10-22 #2 & BETTER ALS	3 PC	110.01	60.51	60.51
2X10-14 #2 & BETTER ALS	48 PC	980.28	514.65	514.65
2X12-16 #2 & BETTER ALS	6 PC	192.00	108.48	108.48
2X10-14 #2 & BETTER ALS	6 PC	140.04	73.52	73.52
1X8-14 SPRUCE DECKING	6 PC	56.04	23.26	23.26
2X4-92 5/8" STUD KD WW/SPF	500 PC	2,670.00	1,094.70	1,094.70
2X4-20 STD&BTR KD WW/SPF	150 PC	2,001.00	950.48	950.48
2X4-14 UTIL KD WW/SPF / CEDAR	72 PC	672.48	272.35	272.35
2X10-12 #2 & BETTER ALS	37 PC	740.00	388.50	388.50
2X10-14 #2 & BETTER ALS	34 PC	793.56	416.62	416.62
1 3/4"X9 1/2"-14 VLAM	4 PC	4.00	165.20	165.20
2X8-16 #2 & BETTER ALS	10 PC	213.40	96.03	96.03
2X8-10 #2 & BETTER ALS	30 PC	400.20	166.08	166.08
2X8-18 #2 & BETTER ALS	6 PC	144.00	64.80	64.80
2X8-16 #2 & BETTER ALS	8 PC	170.72	76.82	76.82
2X8-20 #2 & BETTER ALS	59 PC	1,573.53	789.56	789.56
2X8-10 #2 & BETTER ALS	10 PC	133.40	55.36	55.36
2X8-08 #2 & BETTER ALS	12 PC	128.04	53.14	53.14
2X6-08 #2 & BETTER ALS	15 PC	120.00	49.80	49.80
3/4" 4XB T&G UNDERLAY	66 PC	2,112.00	1,256.64	1,256.64
2X10-20 #2 & BETTER ALS	2 PC	65.68	35.01	35.01

***** CONTINUED ON NEXT PAGE *****

3F = 1000 BOARD FEET	MSF = 1000 SQ FEET	MERCHANDISE	SPECIAL CHARGES	TAXES	INVOICE TOTAL
F = 100 LINEAR FEET	CLB = 100 LBS				
T = LINEAR FEET	PCS = PIECES				
E = EACH	LB = POUNDS				

INVOICE TERMS



H.W. JENKINS CO.
WHOLESALE LUMBER AND MILLWORK

4155 Pidgeon Roost Road • P.O. Box 18347 • Memphis, TN 38181-0347 — 383-7641

INV-52798
9/22/98
2

DOOR TRUSSES & WALL PANELS

INVOICE

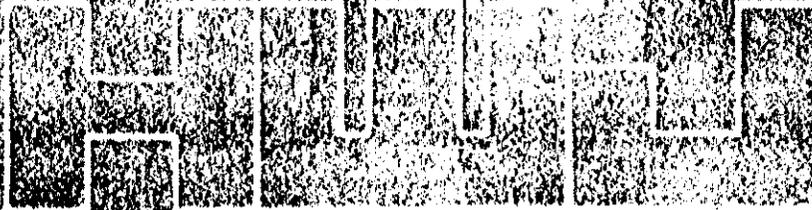
SOLD TO
 LYNN LEATHERWOOD
 1538 MOSSPOINT CV.
 SOUTHAVEN, MS 38671

SHIP TO
 1
 2100 TARYN LANE
 BRIDGETOWN-NESBIT, MS

STORY NO.	P.O. NUMBER	SALESMAN	TYPE	ORDER NO.	ORDER DATE	SHIP DATE	SHIP VIA
13477		070	Invoice	55881	9/11/98	9/14/98	OUR TRUCK

2X10-18 #2 & BETTER ALS	30.00	15.75
7/16" 4X8 WAFERBOARD	4,160.00	1,659.84
TUBES SUB-FLOOR ADHESIVE	24.00	94.80

REMINDER: OUR SEPTEMBER BILLING WILL END
 09-30-98.



1000 BOARD FEET	MSF - 1000 SQ FEET	MERCHANDISE	SPECIAL CHARGES	TAXES	INVOICE TOTAL
- 100 LINEAR FEET	CLB - 100 LBS	2,918.06		TN 218.24	10,736.33
- LINEAR FEET	PCS - PIECES				
EACH	LB - POUNDS				

INVOICE TERMS NET TENTH PROX. INVOICES PAID BY 10/10/98

PRICES SUBJECT TO CHANGE WITHOUT NOTICE. ALL CLAIMS FOR RETURN MERCHANDISE MUST BE MADE WITHIN 15 DAYS OF RECEIPT.