

C BK 11 PG 606  
STATE MS.-DESOTO CO. *BC*  
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**NOTICE OF LABORER'S AND MATERIALS LIEN UNDER SECTION 85-7-131, MISSISSIPPI CODE OF 1972, ANNOTATED**

Pursuant to Mississippi Code Annotated UNDER SECTION 85-7-131, MISSISSIPPI CODE OF 1972, as amended, Notice is hereby given as follows:

I.

That the name of the lienor is Christopher M Pedersen whose address is 9000 Crumpler Rd, Olive Branch, MS 38654

II.

The Parties to be affected by the lien hereinafter claimed are:

**Leslie B Kinikin )**

**Whose Primary Place  
of Business is :  
9070 Crumpler Rd  
Olive Branch , MS 38654**

**And**

**10817 Tuxford ST  
Sun Valley CA**

III.

That the above named are the record owners of the following described real and personal property located at and situated in DESOTO County, Mississippi, more particularly described as follows, to-wit:

All real and personal property including but not limited to Any and all Personal and Business items, owned by the above named defendant Computers, furnishings, and all cars and vehicles located at any or all of defendants home residences and/or the premises of 9070 Crumpler Rd.Olive Branch , MS 38654

**THE LEGAL DESCRIPTION FOR SAID PROPERTY(S) SUBJECT TO THIS LIEN BEING:**

Lot 5 of the Montgomery tract containing 3.94 acres in part of Section 16, Township 1 South, Range 6 West, Southwest quarter , Deed Book 187 , page 221 , census

tract #708 , class "B" Survey Desoto County ,  
Mississippi

And

Lot 6 of the Montgomery tract containing 5.14 acres in  
part of Section 16, Township 1 South, Range 6 West,  
Southwest quarter , Desoto County , Mississippi , Deed  
Book 187 , page 221 , census tract #708 , class "B"  
Survey Desoto County , Mississippi

This land is the same referred to in Warranty Deed  
shown in Deed Book 323 at Page 400, and in Correction  
Warranty Deed shown in Deed Book 323 at Page 404

IV.

That by oral contract and written documentation Leslie B  
Kinikin upon his authorization and granting power of  
attorney in his behalf to Mr. Pedersen , employed and  
appointed Christopher M Pedersen to handle all aspects of  
the purchase of said property, and to among other things,  
maintain the 9.1 acres and 5000 sq. ft home located at 9070  
Crumpler Rd in Olive Branch MS 38654 . Such services  
included but were not limited to, (1) Mr. Pedersen spending  
thousands of dollars in Mr. Pedersen's out-of-pocket monies  
that were to be reimbursed to Pedersen from Kinikin and to  
date have never been reimbursed ,(2) Mr. Pedersens  
structuring and orchestrating a rezoning package affecting  
said property involving engineering, surveys, appraisals,  
impact studies , marketing packages, promotional materials  
, public relations , Ariel photography , extensive research  
involving other near or like contemplated proposed  
subdivision affecting said property, negotiations and  
numerous meetings with legal and real estate professionals,  
securing insurance, securing closings, securing appliance  
maintenance , securing maid service , securing landscape  
services , in addition to performing property  
beautification to defendants benefit which resulted in

defendant receiving BENEFITS of over \$200,000 in gain from Mr. Pedersen' efforts. Pursuant to and in accordance with said contract, Christopher Pedersen completed all work as required , (3) Kinikin is wrongfully holding over \$82,500 of personal property that belongs exclusively to Mr. Pedersen at said property (9070 Crumpler Rd) above and has refused to release said property to Mr. Pedersen despite numerous repeated efforts by Mr. Pedersen . Such Personal Property items include but are not limited to: (a) One (1) \$40,000 Trade Show Exhibit System with several large sized Travel Cases, (b) at least \$8000 in Various furniture which include couches, chests of drawers, desks , chairs, tables, Numerous TV Sets , Stereo Equipment , Lamps , end tables , coffee tables among other things , (c) Over \$2500 worth of high-tech Alarm equipment that Mr. Pedersen utilized in his trade, (d) Over \$2000 in Graphic Art related equipment that Mr. Pedersen utilized in his trade, (e) Over \$30,000 worth of office files , records , and personal property belonging to Mr. Pedersen

## V.

The agreement between Defendant and Mr. Pedersen covering the period of October 1<sup>st</sup> 1999 to date involved a yearly salary of \$25,000 annually, Which has not been paid.

Additionally Mr. Pedersen and Defendant were to share in a 40% / 60% Net Profits Interests, 40% to Mr. Pedersen and 60% to Mr. Kinikin in the eventual profits from the sale of said property should there be any profits derived over the purchase price from the point of purchase to the point of sale.

VI.

Additionally, That over \$5000 of labor and out-of-pocket expenses, incurred by Mr. Pedersen which was to be reimbursed by Kinikin for performing and completing certain work for Kinikin to the address as stated above, being the above described real property has not been paid.

VII.

That there is unpaid to Christopher M Pedersen the sum of Five Thousand Dollars (\$5000) reflecting Unpaid and wrongfully withheld Expense reimbursements and out-of-pocket expenses , and the sum of over sixty-four thousand five hundred and seventy-three dollars (\$64,573) in unpaid salary from October 1, 1999 to May 1 2002 ( 31 months @ \$2083.33/ month) plus legal cost in connection with the payment of this debt at this time.

VIII.

Christopher Pedersen has made repeated demands for this debt, but such debt has not been paid.

IX.

That Christopher M Pedersen is claiming the benefits of section 85-7-131 of the Mississippi Code of 1972, Annotated, as amended, under which he is entitled to be paid for the labor and is asserting a lien against the above described property in the amount of \$69,573 plus interests and all costs , and is filing a copy of said lien in the office of the Chancery Court Clerk of Desoto County,

Mississippi, and is forwarding a copy of said lien to all parties affected by this notice, postage prepaid.

WITNESS MY SIGNATURE on this the 24 day of July 2003.



Christopher M Pedersen

STATE OF MISSISSIPPI

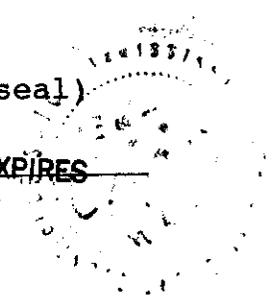
COUNTY OF DESOTO

Personally appeared before me the undersigned authority in and for the said county and state , on this 24th, day of July , 2003 within my jurisdiction , the within named Christopher M. Pedersen, who acknowledged that (he) (she) (they) executed the above and foregoing instrument

W. E. Davis, Chancery Clerk  
Chancery Clerk of Desoto County  
by P. Starkey DC

MY COMMISSION EXPIRES  
JAN. 5, 2004

(seal)



Preparer: Christopher M Pedersen / FOR	Mid South Title
9000 Crumpler Rd	Kevin Floyd ESQ
Olive Branch , MS 38654	6465 Quail Hollow
662 - 895 - 3720	Suite 300
	Memphis TN 38120
	901-754-2080