

STATE MS. - DESOTO CO. FILED

AUG 7 3 15 PM '03

BK 11 PG 613
W.E. DAVIS CH. CLK.NOTICE OF CONSTRUCTION LIEN

AGAINST THE LAND AND IMPROVEMENTS OF
JOHNNY V. CATHEY, OWNER, BY
H. W. JENKINS COMPANY, LIEN HOLDER

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

1. The property subject to this lien is described as:

All houses, buildings, structures, or fixtures and the area of land surrounding each such improvement described in Section 85-7-131 Miss. Code Ann., owned by Johnny V. Cathey which land is a part of a 5.63 acres tract more particularly described on the Exhibit "A" attached hereto.

2. The lien holder is H. W. Jenkins Company, whose address 4155 Pigeon Roost Road, P.O. Box 18347, Memphis, Tennessee, 38181-0347.

3. The owner liable to lienholder is Johnny V. Cathey, whose address is 5136 Flynn Road, Olive Branch, Mississippi, 38654. Additional owners are Archie Cathey, Jr., 4408 Demorest Highlands Lane, Columbus, OH 43085, Jerome A. Cathey, Sr., 4152 N. 13th Street, Milwaukee, WI 53209, Sylvester Cathey, Jr., 4279 Lucius Taylor Road, Como, MS, 38619, Edward Cathey, 333 Cathey Road, Shelbyville, TN 37160, Lori Saulsberry, 790 N. Cedar Bluff Road, Knoxville, TN 37923, Jerome Cathey, 1909 Quail Ridge Road, Raleigh, NC, 27609, Sylvester J. Cathey, Jr., 4608 Sugar Creek Raod, Memhis, TN 38118, Edward Cathey, 116 Dixie Drive, Brownsville, TN 38012, Janus Cathey, Address Unknown, Thomas Cathey, Address Unknown, Barbara Jones, Address Unknown.

4. The amount of the lien is \$1,790.05, plus interest and attorney's fees as

PREPARED BY:

WALKER, BROWN & BROWN, P.A.

P.O. BOX 276

HERNANDO, MS. 38632

(601) 429-5277 / (901) 521-9292

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 6th day of August, 2003.

H. W. Jenkins Company

By: 

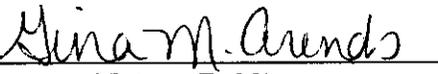
Byron R. Mobley, Esquire
Attorney for Lien Holder
Walker, Brown & Brown, P.A.
P.O. Box 276
Hernando, MS 38632
(662) 429-5277
(901) 521-9292

PREPARED BY:
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 Byron R. Mobley, 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 6th day of August, 2003.


Notary Public

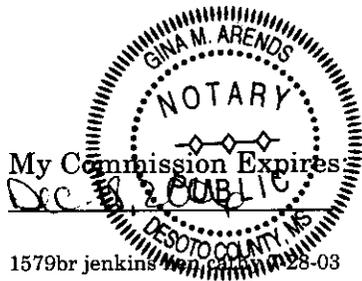


EXHIBIT "A"

5.63 acres, situated in the Northwest quarter of Section 1, Township 2, Range 7 West, DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at a point 1200 feet East and 1089 feet South of the Northwest corner of Section 1, Township 2, Range 7 West; thence South 407 feet to a stake; thence West 743 feet to a stake; thence North 130 feet to a stake; thence East 84 feet to a stake; thence North 277 feet to a stake; thence East 659 feet to a point of beginning and containing 5.63 acres more or less and being the same land received by Sally Pope Taylor as are separate lands as shown by partition deed among the devisees of Drew C. Pope, deceased with said deed being dated September 1948 and of Record Book 36 page 173 at the Deed of Records for the said County and to which deed reference is now made and together with the old house of Sally Pope Taylor located on said land.

DATE 07/03/2003

H. W. JENKINS COMPANY
OPEN ITEM AGED ANAL BK0011PG0616

CUSTOMER NUMBER - 015003 JOHNEY V CATHEY (BD 2003)

INVOICE	ISS DATE	DUE DATE	BALANCE	CURRENT	0 - 30	31 - 60	61 - 90	91 - 120	121 - 150
				MONTH	DAYS PAST				
					07/25/2003	06/25/2003	05/25/2003	04/25/2003	03/25/2003
059241-00	05/13/2003	06/10/2003		.00	.00	1,001.52	.00	.00	.00
059242-00	05/13/2003	06/10/2003		.00	.00	73.92	.00	.00	.00
059243-00	05/13/2003	06/10/2003		.00	.00	477.86	.00	.00	.00
059957-00	05/22/2003	06/10/2003		.00	.00	236.75	.00	.00	.00
FCC010-99	05/25/2003	07/25/2003			26.85	.00	.00	.00	.00
** CUSTOMER TOTAL **			* 1,816.90 *	.00 *	26.85 *	1,790.05 *	.00 *	.00 *	.00

interest charges → 26.85

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H.W. JENKINS CO.
WHOLESALE LUMBER AND MILLWORK
4128 Ridgely Place Road • P.O. Box 12247 • Memphis, TN 38181-0247 • 901-363-1104

BK 0011 PG 0617

CREDIT APPLICATION
#35

FAX # 363-1104

Name of Individual(s): Johnny V. Cathey

Street Address: 5136 Flynn Rd P.O. Box: _____

City: Olive Branch State: MS Zip Code: 38654

S.S. # 427-37-9206 Spouses S.S. # _____

Home Phone: _____ Work Phone: 901-369-5700 Mobile / Pager: _____

Place of Employment: EXT 5113

Construction site: 5136 Flynn Rd Olive Branch Miss 38654

Name of Contractor: Self

Bank References:

Bank: FIRST SECURITY BANK

Phone#: 662/895-1994

Contact: PAT DORR PRESIDENT

Check Acct.#: _____

Savings Acct.# _____

Construction Lender:

Bank: FIRST SECURITY BANK

Phone#: 662/895-1994

Contact: PAT DORR PRESIDENT

Check Acct.#: 9016082 CONSTRUCTION ACC

Savings Acct.#: _____

662 895
1994

NOTE: IF YOU DO NOT HAVE A CONSTRUCTION LOAN A COPY OF YOUR BUILDERS RISK INSURANCE POLICY IS REQUIRED.

CREDIT TERMS AND POLICIES

The information provided above is offered as a request by the applicant for an extension of credit for individual use only. I/We authorize H. W. JENKINS to make inquiry into any and all matters set forth in this application and to obtain oral or written credit reports from any credit reporting agency in gathering information necessary for the evaluation of my/our credit and financial responsibility.

In making this application for individual credit, I/We understand H. W. JENKINS terms of payment are Net 10th prox. Unpaid Balances not paid within terms of the sale will be considered delinquent and subject to a finance charge = 18% per annum or up to the maximum allowed by Law. Purchases and/or deliveries are herewithin authorized to be made without signature. All returned merchandise will be assessed a 20% restocking fee.

Acknowledging that any extension of credit to be adequate consideration, I/We waive and renounce for ourselves and our families any and all rights to Homestead and Exemption provided by the constitutions and laws of this state and the United States. Your privilege to purchase on credit terms may be restricted or terminated at the discretion of the seller for failure to pay within the terms of the sale.

Johnny V. Cathey
Name of Individual

By Johnny V. Cathey
Applicant's Signature

Date 11-14-02

BK0011PG0618

PERSONAL GUARANTY

FAX # 363-1104

TO: H. W. JENKINS CO.

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

Johnny Cathey
(Legal Name of Applicant)

Olive Branch
(City)

Miss
(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 agrees to be bound by and on demand to pay deficiency established by schedule of any security held, with or without notice to us.

No termination hereof shall be affected 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 demand, 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 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)

Johnny Cathey
(Guarantor's Signature)

Olive Branch
(Address)

(Guarantor's Signature)

(Address)

(Guarantor's Signature)

(Address)



H.W. JENKINS CO.

WHOLESALE LUMBER AND MILLWORK

4155 Pidgeon Roost Road • P.O. Box 18347 • Memphis, TN 38181-0247 - 363-7641

ROOF TRUSSES & WALL PANELS

INVOICE

NUMBER	P.5 059241-00
DATE	05/13/03
PAGE	1

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JOHNEY V CATHEY
5136 FLYNN RD
OLIVE BRANCH

MS 38654

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5136 FLYNN RD
OLIVE BRANCH, MS

BK0011PG001

CUSTOMER NO	P.O. NUMBER	SALESMAN	ORDER NO	ORDER DATE	SHIP DATE	SHIP VIA
015033		35	083786-00	05/09/03	05/09/03	OUR TRUCK

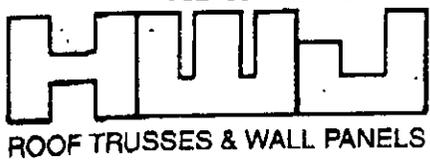
DESCRIPTION	QTY SHIPPED	BOARD FOOTAGE	UNIT PRICE / UM	EXTENDED PRICE
#083786-00- 1				
EA. CASSED OPENINGS 5'4"X6'8" 4-9/16" F/J JAMB 356 F/J CASING	2		38.97 EA	77.94
EA. INT. D/U 2'8"X6'8" 6-PANEL COLONIST 4-9/16" FJ JAMB W/F/J STOP 356FJ CASING LEFT HAND - SGL BORE	4		61.02 EA	244.08
EA. CASSED OPENINGS 2'8"X6'8" 4-9/16" F/J JAMB 356 F/J CASING	1		31.95 EA	31.95
EA. INT. D/U 2'6"X6'8" 6-PANEL COLONIST 4-9/16" FJ JAMB W/F/J STOP 356FJ CASING RIGHT HAND - SGL BORE	2		58.23 EA	116.46
EA. INT. D/U 2'0"X6'8" 6-PANEL COLONIST 4-9/16" FJ JAMB W/FJ STOP 356FJ CASING RIGHT HAND - SGL BORE	1		56.88 EA	56.88
EA. INT. D/U 2'6"X6'8" 6-PANEL COLONIST 4-9/16" FJ JAMB W/F/J STOP 356FJ CASING LEFT HAND - SGL BORE	3		58.23 EA	174.69
EA. INT. D/U 2'6"X6'8" 6-PANEL COLONIST THIN 4-9/16" F/J JAMB W/F/J STOP 356FJ CASING	2		117.00 EA	234.00
MISSISSIPPI STATE TAX 7.0000%				65.32

MBF = 1000 BOARD FEET
CLF = 100 LINEAR FEET
F = LINEAR FEET
EA = EACH

MSF = 1000 SQ FEET
CLB = 100 LBS
PC = PIECES
LB = POUNDS

MERCHANDISE	SPECIAL CHARGES	TAXES	INVOICE TOTAL
			*CONTINUED**C

INVOICE TERMS



H.W. JENKINS CO.
 WHOLESALE LUMBER AND MILLWORK
 4155 Pidgeon Roost Road • P.O. Box 18347 • Memphis, TN 38181-0347 - 363-7841

NUMBER	P.6 059957-0
DATE	05/22/03
PAGE	1

ROOF TRUSSES & WALL PANELS

INVOICE

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JOHNNY V DATHEY
 5136 FLYNN RD
 OLIVE BRANCH

MS 38654

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5136 FLYNN RD
 OLIVE BRANCH, MS

CUSTOMER NO.	PO NUMBER	SALESMAN	ORDER NO.	ORDER DATE	SHIP DATE	SHIP VIA
015033	ASAP	35	064582-00	05/08/03	05/21/03	OT

DESCRIPTION	QTY. SHIPPED	BOARD FOOTAGE	UNIT PRICE / UM	EXTENDED PRICE
EA. FIBERGLASS CLMNS 8" X 8' ROUND TAPERED PLAIN W/CAP & BASE	2	#064582-00- 1	110.63 EA	221.26

MISSISSIPPI STATE SAL 7.0000% 15.49

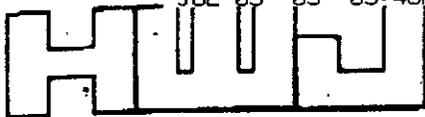
BK0011PG0620

MSF = 1000 BOARD FEET
 LF = 100 LINEAR FEET
 F = LINEAR FEET
 A = EACH

MSF = 1000 SQ FEET
 CLB = 100 LBS
 PC = PIECES
 LB = POUNDS

MERCHANDISE	SPECIAL CHARGES	TAXES	INVOICE TOTAL
221.26	.00	15.49	236.75

INVOICE TERMS NET TENTH PROX. INVOICES DUE 06/10/2003.



H.W. JENKINS CO.
WHOLESALE LUMBER AND MILLWORK

4155 Pidgeon Roost Road • P.O. Box 18347 • Memphis, TN 38181-0347 • 363-7641

ROOF TRUSSES & WALL PANELS

INVOICE

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DATE	05/13/03
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JOHNNY V CATHEY
 5136 FLYNN RD
 OLIVE BRANCH

MS 38554

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5136 FLYNN RD
 OLIVE BRANCH, MS

CUSTOMER NO.	P.O. NUMBER	SALESMAN	ORDER NO.	ORDER DATE	SHIP DATE	SHIP VIA
015033		35	083785-00	05/06/03	05/09/03	OUR TRUCK
DESCRIPTION			QTY. SHIPPED	BOARD FOOTAGE	UNIT PRICE / UM	EXTENDED PRICE

BK0011PG0621

MBF = 1000 BOARD FEET CLF = 100 LINEAR FEET LF = LINEAR FEET EA = EACH	MSF = 1000 SQ FEET CLB = 100 LBS PC = PIECES LB = POUNDS	MERCHANDISE 936.00	SPECIAL CHARGES .00	TAXES 65.52	INVOICE TOTAL 1001.52
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INVOICE TERMS

NET TENTH DRY. INVOICES DUE 06/10/2003.



H.W. JENKINS CO.
WHOLESALE LUMBER AND MILLWORK

4155 Pidgeon Roost Road • P.O. Box 18347 • Memphis, TN 38181-0347 - 363-7641

ROOF TRUSSES & WALL PANELS

INVOICE

NUMBER	059243-01
DATE	05/13/03
PAGE	1

SOLD TO

JOHNNY V CATHEY
 5136 FLYNN RD
 OLIVE BRANCH MS 38654

SHIP TO

5136 FLYNN RD
 OLIVE BRANCH, MS

BK001160622

CUSTOMER NO	P.O. NUMBER	SALSMAN	ORDER NO	ORDER DATE	SHIP DATE	SHIP VIA
015033		35	083789-00	05/06/03	05/09/03	OUR TRUCK

DESCRIPTION	QTY. SHIPPED	BOARD FOOTAGE	UNIT PRICE / UM	EXTENDED PRICE
		#083789-00- 1		
EA. SHIMS (BUNDLE)	1		14.36 EA	14.36
EA. PULL DOWN STAIRS 25.5"X54"X8'9" HUSKY MODEL 444	1		63.70 EA	63.70
LF. 972FJ F/J MULL CASING 3/8" X 1-1/4"	14		26.10 CLF	3.65
EA. SIDES OF CASING 3'0"X6'8" 356 F/J	3		6.52 EA	19.56
LF. 356FJ F/J COLONIAL CASING 11/16" X 2-1/4"	28		38.43 CLF	10.76
LF. 623FJ F/J M.E. BASE 9/16" X 3-1/4"	600		52.15 CLF	312.90
LF. 129FJ F/J BASE SHOE 7/16" X 3/4"	220		9.85 CLF	21.67
				31.26

MISSISSIPPI STATE SAL 7.0000%

MBF = 1000 BOARD FEET
 CLF = 100 LINEAR FEET
 LF = LINEAR FEET
 EA = EACH

MSF = 1000 SQ FEET
 CLB = 100 LBS
 PC = PIECES
 LB = POUNDS

MERCHANDISE	SPECIAL CHARGES	TAXES	INVOICE TOTAL
446.60	.00	31.26	477.86



H.W. JENKINS CO.
WHOLESALE LUMBER AND MILLWORK

4155 Pidgeon Roost Road • P.O. Box 18347 • Memphis, TN 38181-0347 • 363-7841

ROOF TRUSSES & WALL PANELS

INVOICE

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DATE	05/13/03
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JOHNNY V CATHEY
 5136 FLYNN RD
 OLIVE BRANCH

MS 38654

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5136 FLYNN RD
 OLIVE BRANCH, MS

CUSTOMER NO	P.O. NUMBER	SALESMAN	ORDER NO	ORDER DATE	SHIP DATE	SHIP VIA
015033		35	083788-00	05/06/03	05/09/03	OUR TRUCK

DESCRIPTION	QTY. SHIPPED	BOARD FOOTAGE	UNIT PRICE / UM	EXTENDED PRICE
		#083788-00-1		
ALUM WDW STOOL & APRON 64" 5-1/4" F/J STOOL 356 F/J CASING	3		11.56 EA	34.68
ALUM WDW STOOL & APRON 32" 5-1/4" F/J STOOL 356 F/J CASING	4		8.60 EA	34.40
MISSISSIPPI STATE SAL 7.0000%				4.84

BK001160623

MBF = 1000 BOARD FEET LRF = 100 LINEAR FEET F = LINEAR FEET EA = EACH	MSF = 1000 SQ FEET CLB = 100 LBS PC = PIECES LB = POUNDS	MERCHANDISE	SPECIAL CHARGES	TAXES	INVOICE TOTAL
		69.08	.00	4.84	73.92