

C BK 12 PG 385

STATE MS. - DE SOTO CO.

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OC  
BC

MAY 28 4 31 PM '04

**NOTICE OF CONSTRUCTION LIEN**

AGAINST THE LAND AND IMPROVEMENTS OF  
STEVE HOOKER & COMPANY, L.L.C., OWNER,

BK 12 PG 385  
STATE MS. - DE SOTO CO.

BY

SEXTON BUILDING MATERIALS, INC., LIEN HOLDER

SEXTON BUILDING MATERIALS, INC., gives notice of a Construction Lien against the property of STEVE HOOKER & COMPANY, L. L. C., under the provisions of §85-7-131 Miss. Code Ann. as follows:

1. The property subject to this lien is described as:  
  
Lot 122, Cedar Crest Estates, Fourth Addition, situated in Section 10, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat recorded in Plat Book 71, Pages 39-40, Chancery Clerk's Office, DeSoto County, Mississippi.
2. The lien holder is SEXTON BUILDING MATERIALS, INC., whose address is P. O. Box 797, Hernando, Mississippi 38632.
3. The owner is STEVE HOOKER & COMPANY, L. L. C., whose address is P. O. Box 1129, Olive Branch, Mississippi 38654.
4. The amount of the lien is \$7,241.66, 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.

PREPARED BY:  
WALKER, BROWN & BROWN, P.A.  
P.O. BOX 276  
HERNANDO, MS. 38632  
(601) 429-5277 / (901) 521-9292

This the 20<sup>th</sup> day of May, 2004.

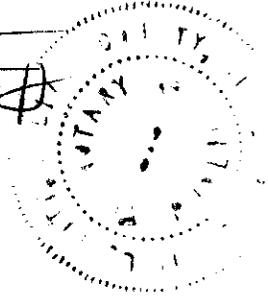
SEXTON BUILDING MATERIALS, INC.

By: [Signature]  
Byron R. Mobley (MS#100403)  
Attorney for Lien Holder  
Walker, Brown & Brown, P.A.  
P.O. Box 276  
Hernando, MS 38632  
(662) 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, Attorney for Lien Holder, 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 20<sup>th</sup> day of May, 2004.

[Signature]  
Notary Public  
[Signature]  


My Commission Expires:

~~Notary Public State of Mississippi At Large~~  
~~My Commission Expires 05/11, 2006~~  
~~Bonded Thru Heider, Brooks & Garland, Inc.~~

# SEXTON BUILDING MATERIALS, INC

HERNANDO, MS 38632

PHONE(662)449-5882 • MEMPHIS LINE (901)521-9503

OPEN 5 DAYS: MON.- FRI., 7:00a.m. to 4:00p.m.

Customer's Order No. \_\_\_\_\_ Date 3-15 20 04  
 Name Hooker  
 Address 122 Cedarcrest

SOLD BY	CASH	C.O.D.	CHECK	ON ACCT.	MSDE. RETD.	EXCHANGE	CHECK NUMBER
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QTY. ORD.	QTY. SHIPPED	DESCRIPTION	PRICE	AMOUNT
		2 Panel Textured 4x5		
2		4068 Dbl	1160.00	3200.00
1		2468 Dbl		147.00
1		2868 LH w/strip		142.00
1		2868 RH		69.00
3		2468 RH	69.00	207.00
3		2468 LH	69.00	207.00
3		2468 RH	69.00	207.00
4		2068 RH	69.00	276.00
5		2068 LH	69.00	345.00
			<b>SUB TOTAL</b>	1920.00
			<b>TAX</b>	134.40
			<b>TOTAL</b>	2054.40

NO CASH REFUNDS... EXCHANGES ONLY...  
 Not Responsible For Anything After 30 Days  
 THIS INVOICE MUST ACCOMPANY ALL CLAIMS

NO EXCHANGES MADE AFTER 30 DAYS SEX 002  
 BY ACCEPTANCE OF THE MATERIALS LISTED HEREIN, PURCHASER AGREES TO PAY ALL COSTS OF COLLECTION,  
 INCLUDING ATTORNEY FEES, IF ACCOUNT IS PLACED IN THE HANDS OF ATTORNEYS FOR COLLECTION.  
 A MONTHLY SERVICE CHARGE OF 1 1/2% WILL BE MADE ON PAST DUE BALANCES.

No 28190

RECEIVED IN GOOD ORDER BY: \_\_\_\_\_  
 SHORTAGES OF MATERIAL MUST BE REPORTED PROMPTLY

EXHIBIT A  
 ERRORS IN EXTENSION SUBJECT TO CORRECTION

# SEXTON BUILDING MATERIALS, INC

C BK 12 PG 388

HERNANDO, MS 38632

PHONE(662)449-5882 • MEMPHIS LINE (901)521-9503

OPEN 5 DAYS: MON.- FRI., 7:00a.m. to 4:00p.m.

Customer's Order No. _____		Date <u>2-27</u> 20 <u>04</u>					
Name <u>Hooker</u>							
Address <u>138 Cedarcrest</u>							
SOLD BY	CASH	C.O.D.	CHECK	ON ACCT.	MSDE, RETD.	EXCHANGE	CHECK NUMBER
QTY. ORD.	QTY. SHIPPED	DESCRIPTION		PRICE	AMOUNT		
1		32" w/ 5" Pine			N/C		
1		32" w/ 8" Pine			N/C		
				<b>SUB TOTAL</b>	N/C		
				<b>TAX</b>			
				<b>TOTAL</b>			
NO CASH REFUNDS... EXCHANGES ONLY... Not Responsible For Anything After 30 Days THIS INVOICE MUST ACCOMPANY ALL CLAIMS							

NO EXCHANGES MADE AFTER 30 DAYS

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SEX 002

**No 28030**

RECEIVED IN GOOD ORDER BY: \_\_\_\_\_  
 SHORTAGES OF MATERIAL MUST BE REPORTED PROMPTLY

ERRORS IN EXTENSION SUBJECT TO CORRECTION

C BK 12 PG 389

# SEXTON BUILDING MATERIALS, INC

HERNANDO, MS 38632

PHONE(662)449-5882 • MEMPHIS LINE (901)521-9503

OPEN 5 DAYS: MON.- FRI., 7:00a.m. to 4:00p.m.

Customer's Order No.

Date 3-15 20 04

Name Hooker

Address 122 CEDARCREST

SOLD BY	CASH	C.O.D.	CHECK	ON ACCT.	MSDE, RETD.	EXCHANGE	CHECK NUMBER
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QTY. ORD.	QTY. SHIPPED	DESCRIPTION	PRICE	AMOUNT
1		Bundled Shims		17.95
6		1x4x16 Spruce	6.40	38.40
4		1x6x16 Spruce	12.80	51.20
7		1x8x16 FJ EWP	27.75	194.25
4		1x12x16 FJ EWP	44.85	179.40
1		8' 9" Imperium		119.00
<del>24</del> 30	30	PCS WM 273	6.72	201.60
<del>24</del> 30	30	PCS WM 48	11.36	340.80
48'		WM 172	.42	20.16
48'		WM 164	1.56	76.88
200'		QTR ROUND	.34	68.00
55		PCS 5'4" MDF Base	10.56	580.80
8		PCS WM 445	10.40	83.20
3		PCS CURTIS Chair	20.00	60.00
3		PCS " BACKPLATE	15.20	45.60
15		10'1/2 x 42 PLAIN	36.00	540.00
10'		5'1/2 OAK LANDING	7.50	75.00
1		4044 3" 445		415.00
1		2850 " "		33.00
2		2860 " "	37.00	74.00
2		2850 TWIN	41.00	82.00
1		2860 " "		43.00
3		2868 C.O 445	53.60	160.80
1		3080 C.O		65.00
1		6080 C.O		72.00
			<b>SUB TOTAL</b>	3217.04
			<b>TAX</b>	225.19
			<b>TOTAL</b>	3442.23

NO CASH REFUNDS... EXCHANGES ONLY...  
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SEX 002

BY ACCEPTANCE OF THE MATERIALS LISTED HEREIN, PURCHASER AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING ATTORNEY FEES, IF ACCOUNT IS PLACED IN THE HANDS OF ATTORNEYS FOR COLLECTION.  
A MONTHLY SERVICE CHARGE OF 1 1/2% WILL BE MADE ON PAST DUE BALANCES.

No 28187

RECEIVED IN GOOD ORDER BY: \_\_\_\_\_  
SHORTAGES OF MATERIAL MUST BE REPORTED PROMPTLY

ERRORS IN EXTENSION SUBJECT TO CORRECTION

C BK 12 PG 390

# SEXTON BUILDING MATERIALS, INC

HERNANDO, MS 38632

PHONE(662)449-5882 • MEMPHIS LINE (901)521-9503

OPEN 5 DAYS: MON.- FRI., 7:00a.m. to 4:00p.m.

Customer's Order No. _____		Date <u>3-15</u> 20 <u>04</u>					
Name <u>Hooker</u>							
Address <u>122 Cedarcrest</u>							
SOLD BY	CASH	C.O.D.	CHECK	ON ACCT.	MSDE, RETD.	EXCHANGE	CHECK NUMBER
QTY. ORD.	QTY. SHIPPED	DESCRIPTION		PRICE	AMOUNT		
<u>2</u>		<u>2870</u>	<u>3 445</u>	<u>41.00</u>		<u>82.00</u>	
<u>2</u>		<u>2844w</u>	<u>" "</u>	<u>41.00</u>		<u>82.00</u>	
					<b>SUB TOTAL</b>	<u>164.00</u>	
					<b>TAX</b>	<u>11.98</u>	
					<b>TOTAL</b>	<u>175.98</u>	

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SEX 002

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A MONTHLY SERVICE CHARGE OF 1 1/2% WILL BE MADE ON PAST DUE BALANCES.

No 28189

RECEIVED IN GOOD ORDER BY: \_\_\_\_\_  
SHORTAGES OF MATERIAL MUST BE REPORTED PROMPTLY

ERRORS IN EXTENSION SUBJECT TO CORRECTION





















