

PARTIAL RELEASE OF LIS PENDENS LIEN

WHEREAS, by a certain instrument executed the 23rd day of October, 2006 and recorded in Lis Pendens Book 14, Page(s) 57 and by a certain instrument executed the 3rd day of May, 2007 and recorded in Lis Pendens Book 14, Page(s) 467 and by a certain instrument executed the 25th day of September, 2007 and recorded in Lis Pendens Book 15, Page(s) 104, in the Office of the Chancery Clerk of DeSoto County, Mississippi; Ed Guinn, Property Manager of the Lakes of Nicholas Homeowners Association, a corporation made claim for funds as therein set out; and

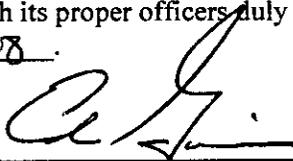
WHEREAS, the claim and matters therein set out have now been partially settled as to one piece of real property, and there is nothing due or owing on said claims as to one piece of real property located in DeSoto County, Mississippi, and more particularly described as follows:

Lot 105, Section D, Lakes of Nicholas, in The City of Southaven, DeSoto County, Mississippi, located in Section 17, Township 2 South, Range 7 West, as per plat thereof recorded in Plat Book 88, Page 40, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned as the claimant by said instrument, does hereby acknowledge satisfaction in full thereof, and hereby releases and discharges the lien and/or claim of said lien of record as Lis Pendens Notice filed at Lis Pendens Book 14, Page(s) 57 and filed at Lis Pendens Book 14, Page(s) 467 and filed at Lis Pendens Book 15, Page(s) 104 in Office of the Chancery Clerk of DeSoto County, Mississippi, as to the parcel of real property described above only, and to this end quit claims and conveys unto the said HSBC MORTGAGE SERVICES, INC., (hereinafter referred to as OWNER) her heirs, successors and assigns all right, title and interest in and to the real estate described above only. The lien of the Lis Pendens Notice of record in the Office of the Chancery Clerk of DeSoto County, Mississippi at Lis Pendens Book 16, Page(s) 440 as to other real property shall remain in full force and effect.

The undersigned claimant covenants with the said OWNER that it has the lawful right to release and discharge the lien thereof, AND further hereby indemnifies and holds harmless said owner by reason of the matters and things therein set out.

IN WITNESS WHEREOF the said undersigned has hereunto set his hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do), this the 13th day of November, 20 08.

By: 
Ed Guinn, Property Manager

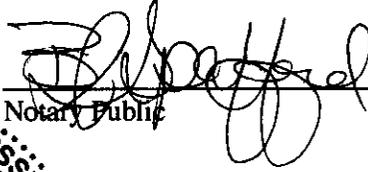
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Prepared By and Return To:
Elizabeth B. Treadway
Treadway Law Firm
P.O. Box 613
Olive Branch, MS 38654
662-895-8170

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, Ed Guinn, Property Manager of the Lakes of Nicholas Homeowners Association, a corporation, who acknowledged that on its behalf, he signed, sealed and delivered the forgoing Instrument on the day and year mentioned as its act and deed, being first authorized so to do.

Given under my hand and official seal of the office, this 13th day of November, 2009.



Notary Public

My Commission Expires:



Prepared By and Return To:
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