

CONTRACT TO SELL AND PURCHASE REAL ESTATE

MEMORANDUM OF AGREEMENT, entered this the 31st day of August, 1995, by and between STANLEY E. MCGAHEY and CHARLES MCGAHEY, hereinafter called "Sellers and DANIEL C. INGRAM and wife, VIRGINIA R. INGRAM, hereinafter called "Purchasers".

WITNESSETH:

In consideration of the mutual promises herein contained and of the cash loan hereinafter identified, Sellers agree to sell and Purchasers agreed to purchase the real property described below for the purchase price and upon the terms, conditions and agreements set forth herein.

1. DESCRIPTION:

The property to be sold and purchased is described as follows and being situated and located in DeSoto County, Mississippi described as follows, to-wit:

42.83 acres in the West half of Section 25, Township 2 South, Range 7 West, described as BEGINNING at a point 222.0 feet North of the Southwest corner of the Northwest Quarter of Section 25, Township 2, Range 7 West, said point being the Northwest corner of the F. P. Smith tract; thence North 85°-53'-49" East along the North line of said Smith tract 1,694.74 feet to the Northeast corner; thence South 4°-34'-00" East along the East line of said Smith tract and projection thereof 552.70 feet to the North line of the Whitten tract; thence North 85°-53'-49" East along said Whitten North line 949.78 feet to the Southeast corner of the Northwest Quarter of said Section; thence North 4°-22'-33" West along the East line of said Quarter-Section 1,643.92 feet to the Northeast corner; thence South 85°-53'-49" West along the North line of said Quarter-Section 725.63 feet to the Northeast corner of the Nesler tract; thence South 1°-54'-59" East along said Nesler East line 366.0 feet to the Southeast corner; thence South 85°-50'-04" West along the South line of said Nesler tract 543.93 feet to a point; thence South 4°-34'-00" East 621.70 feet to a point; thence South 85°-53'-49" West 1,363.52 feet to a point in the West line of said Section; thence South 4°-34'-00" East along said Section line 103.22 feet to the point of beginning, and containing 42.83 acres, more or less. All bearings are magnetic as shown by the survey of J. E. Lauderdale dated April 5, 1974. Being the same property described of record in Deed Book 123, Page 81, land deed records of DeSoto County, Mississippi.

TOGETHER WITH all improvements thereon and appurtenances thereto belonging:

SUBJECT TO certain Deed of Trust from Charles McGahey and Stanley E. McGahey to Sunburst Bank, dated December 5, 1986 and recorded in Trust Deed Book 385, Page 331, land trust deed records of DeSoto County, Mississippi, to which Purchasers herein take subject to and which Sellers herein covenant and agree to pay.

2. PURCHASE PRICE:

The purchase price to be paid by Purchasers is \$73,796.00 to be paid as set forth in

STATE RECORDS DEPT. CO.

SEP 15 10 59 AM '95

BK 69 PG 654
W.E. MCGAHEY & C. INGRAM
By: S. Stanley DC

Paragraph 10 below.

3. TAXES:

City, county and state ad valorem taxes are to be prorated between Sellers and Purchasers as of the date of the delivery of the Warranty Deed. Sellers agree to pay, when due, all ad valorem taxes which may become due and payable prior to the delivery of said Warranty Deed.

4. INSURANCE:

Not Applicable

5. CERTIFICATE OF TITLE AND DEED:

Sellers, at their sole expense, will furnish to Purchasers a title certificate prepared by a reputable attorney, showing a good merchantable title in fee simple to be vested in the Sellers, free and clear of all liens and encumbrances, except for the Trust Deed as forth herein and except taxes for the current calendar year. Sellers, at their sole expense, will also furnish, execute and deliver to Purchaser a good and sufficient Warranty Deed conveying said property to Purchasers.

6. POSSESSION:

It is agreed between the parties hereto that this agreement only encompasses real property. Possession to said real property will be delivered to the purchasers upon execution of this contract; however, sellers retain the right to enter onto the real property for a period of 180 days after execution of this contract and remove personal items located thereon, such as farm equipment, vehicles, fuel tanks, tools, and other items of a personal nature. It is further agreed between the parties that the seller shall in no manner destroy the real property by the removal of such personal property referred to in this paragraph 6.

7. AGENTS COMMISSION:

Sellers agree to pay all real estate or other commissions in the amount of \$5,165.72, which is 7% of the total sales price, which may be due by virtue of the sale of said property and the Purchasers shall have no liability whatsoever with respect thereto.

8. FIRST DEED OF TRUST:

Said property is presently subject to a Deed of Trust from Stanley E. McGahey, et al to Sunburst Bank dated December 5, 1986 and recorded in Trust Deed Book 385, Page 331 and assigned to First American Bank by assignment recorded in Book 771, Page 702,

Chancery Clerk's Office, DeSoto County, Mississippi with the present balance of \$ 49,000. Sellers agree immediately to place said indebtedness on a current basis and hereafter to pay, when due, each and every monthly or other payment coming due thereunder.

9. PAYMENT OF PURCHASE PRICE:

Upon execution of this contract, the sum of \$3,000.00 shall be paid cash in hand to Sellers, with the balance in the amount of \$70,796.00, evidenced by a Promissory Note for that amount, with interest to accrue at the rate of ten (10) percent per annum to be due and repayable in 180 equal amortized monthly installments in the amount of \$760.78, with first installment due and payable on or before the 1st day of November, 1995, and one payment due on the same day of each month thereafter until paid in full. If this indebtedness is still outstanding on the date of the delivery of the Warranty Deed, the amount then due and payable shall be evidenced by a Promissory Note secured by a Deed of Trust on the herein described property.

10. OUTSTANDING LIENS:

Sellers agree, at their sole expense, to pay and discharge any outstanding liens, encumbrances or charges against said property on the date of the delivery of the Warranty Deed except the said Deed of Trust in Sunburst Bank.

11. Upon the payment of the indebtedness described herein in full, Sellers will, as noted previously herein, execute and deliver to Purchasers a good and valid Warranty to subject property.

SELLERS:

Stanley E. McGahey
STANLEY E. MCGAHEY
Charles McGahey
CHARLES MCGAHEY

PURCHASERS:

Daniel C. Ingram
DANIEL C. INGRAM
Virginia R. Ingram
VIRGINIA R. INGRAM



STATE OF Alabama
COUNTY OF Lauderdale

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 31st day of August, 1995, within my jurisdiction, the within named STANLEY E. MCGAHEY and CHARLES MCGAHEY, who acknowledged that they executed the above and foregoing instrument.

Kathleen Robinson
NOTARY PUBLIC

My Commission Expires:

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STATE OF Mississippi
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 11th day of September, 1995, within my jurisdiction, the within named DANIEL C. INGRAM and wife, VIRGINIA R. INGRAM, who acknowledged that they executed the above and foregoing instrument.

Whitona B. Griffith
NOTARY PUBLIC



My Commission Expires:

12-17-98

Prepared by & return to:
Woods and Snyder
P O. Box 456
Olive Branch, MS 38654
(601) 895-2996