

**IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI**

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**W. A. DURDIN AND RANDY DURDIN,**

**PLAINTIFFS**

**VS.**

**CIVIL ACTION, FILE NO. 02-1-530**

**TERRY JONES,**

**DEFENDANT**

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**ORDER RESCINDING CONTRACT FOR THE SALE AND PURCHASE OF  
REAL ESTATE**

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This cause came on to be heard upon the Complaint To Rescind Contract For The Sale And Purchase Of Real Estate filed by Plaintiffs, upon Summons by Publication in the newspaper upon Defendant, and the Court, after considering all of the above, does hereby find and adjudicate as follows: 08:50:2602/22/2003

1. That Plaintiff, W. A. Durdin, is an adult resident citizen of DeSoto County, Mississippi, whose address is 6340 Forest Glen Dr., Horn Lake, MS 38637. That Plaintiff, Randy Durdin, is not a resident citizen of DeSoto County, Mississippi.
2. That Defendant, Terry Jones, is an adult whose street and post office address is unknown after diligent search and inquiry.
3. That the Court has jurisdiction of the parties and of the subject matter to this action.
4. That on or about February 5<sup>th</sup>, 1995, Plaintiff, W. A. Durdin, entered in a Contract For The Sale And Purchase Of Real Estate with Defendant, Terry Jones, for lease purchase by said Defendant of certain real estate located at 830 Tuscan Way, Horn Lake, MS 38637, being more particularly described as follows:

**FILED**

**FEB 19 2002**

**W E DAVIS, CLERK** *WED*

Lot 113, Section "B", DeSoto Woods Subdivision, in Section 1, Township 2 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 6, Page 8, in the office of the Chancery Clerk of DeSoto County, Mississippi.

5. That the above described contract was recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, on or about February 22<sup>nd</sup>, 1995, in Power Of Attorney And Contract Book 68, Page 145. That a copy of said contract was attached as Exhibit "A" to the Complaint on file in the court file.

6. That after the contract was entered into, the mobile home located on the real property was destroyed by fire. That the defendant has not occupied the property since that time.

7. That on or about June 12<sup>th</sup>, 1997, the real property involved was conveyed to Randy Durdin by Carol A. Durdin by Quitclaim Deed <sup>08:50:2602/22/2003</sup> recorded in DeSoto Book 317, Page 469, in the office of the Chancery Clerk of DeSoto County, Mississippi. That a copy of said Quitclaim Deed was attached to the Complaint on file in this case.

8. That Plaintiff, Randy Durdin, attempted to sell the said Lot 113, Section "B", DeSoto Woods Subdivision, but was advised that the Contract For The Sale And Purchase Of Real Estate recorded in Power of Attorney Contract Book 68, Page 146, was an exception to the title to said real estate.

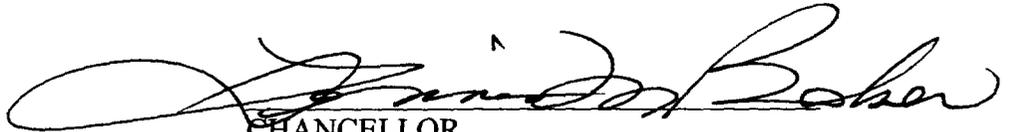
9. That the Defendant, Terry Jones, has breached the said Contract For The Sale And Purchase Of Real Estate by his failure to pay the monthly payment set forth in that agreement since the fire destroyed the mobile home in 1995.

**IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED** as follows:

A. That the Contract For The Sale And Purchase Of Real Estate between W. A. Durdin and Terry Jones dated February 17<sup>th</sup>, 1995 is hereby rescinded.

B. That a copy of this Order shall be filed in the Power Of Attorney And Contract Records in the office of the Chancery Clerk of DeSoto County, Mississippi.

ORDERED this 19<sup>th</sup> day of February, 2002.

  
CHANCELLOR

08:50:2602/22/2003

STATE MS. - DESOTO CO.  
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BK 93 PG 90  
W.E. DAVIS CH. CLK.

CHANCERY COURT  
STATE OF MISSISSIPPI, COUNTY OF DESOTO  
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of the original filed in this office.  
This the 20<sup>th</sup> day of Feb, 2002.  
W.E. Davis, Clerk of the chancery court  
By S. Patrick D.C.