

CONSENT OF LIENHOLDER TO
GRANT OF EASEMENTS

1/11/05 11:04:56
BK 2,142 PG 256
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

STATE OF MISSISSIPPI §
COUNTY OF DESOTO §

Whereas, **Bobby J Scroggins and Cynthia Scroggins** are the Owners ("Owners") of the following described property:

Lot 17 of Section D, Davall Hills Subdivision in Section 23, Township 1 South, Range 7 West, according to the Plat thereof as recorded in Plat Book 58, Page 50 of the Office of the Chancery Clerk, Desoto County, Mississippi

Whereas, **Enterprise National Bank**, was the lienholder ("Lienholder") of the Property under the terms and conditions of the following described documents:

Deed of Trust dated December 6, 2002, executed by Bobby J. Scroggins and Cynthia Scroggins to Lancelot L. Minor, III, Trustee, filed for record in Book 1618, Page 702, of the Real Property Records of Desoto County, Mississippi securing Enterprise National Bank in the payment of one note of evens date therewith in the principle sum of \$125,000.00, due and payable and bearing interest as therein provided; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument.

Said Note and Deed of Trust having been assigned to CitiMortgage, Inc., by Assignment of Deed of Trust dated August 6, 2003, recorded on January 20, 2003 in Book 1911 at Page 0475 as Document No. 2001021883, of the Real Property Records of Desoto County, Mississippi.

Whereas, **Bobby J Scroggins and Cynthia Scroggins** have granted to the City of Olive Branch ("City") a 0.07 acre Permanent Drainage Easement and a 0.14 acre Temporary Construction Easement ("Easement"), described in Exhibit "A" attached hereto and made a part hereof, and

NOW THEREFORE, in consideration of \$10 the Lienholder agrees as follows:

CitiMortgage, Inc., consents to the grant of the following Easement and Rights described in the following documents:

Storm Water Drainage Easement recorded concurrently herewith.

The Lienholder consents to the grant of easements and rights to the City, and subordinates all of its liens on this Property to the rights and interests of the City, its successors and assigns, and any foreclosure of its liens will not extinguish City's rights and interests.

Executed on December 10, 2004.

[Signature following page]

CitiMortgage, Inc.

By: *Kelley Odell Parsons*

Name: Kelley Odell Parsons

Title: Vice President

STATE OF MARYLAND §

COUNTY OF FREDERICK §

Before me **Deborah A. Taylor**, Notary Public of the State of **Maryland**, on this day personally appeared **Kelley Odell Parsons**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration expressed.

Given under my hand and seal of office this 10th day of **December 2004**.

[SEAL]

Deborah A. Taylor
Frederick Co. Maryland
Notary Public
Expires 02/01/08

Deborah A. Taylor
Notary Public, State of **Maryland**
My Commission Expires: **February 1, 2008**