

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., a Mississippi Corporation, does hereby sell, convey and warrant unto Jerry L. White, Sr.

The land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 170 in Section B Delta Ridge Mobile Home Park Subdivision as shown on plat appearing of record in Plat Book 9, Pages 33-40 in the Chancery Court Clerk's Office of DeSoto County, Mississippi to which recorded plat reference is made for a more particular description.

Said lot being situated in Section 6, Township 3, Range 9

The hereinabove described lot is conveyed subject to restrictive covenants of said subdivision as set out on said plat of said subdivision as recorded in the Chancery Court Clerk's Office of DeSoto County, Mississippi, and further subject to the following covenants, limitations and restrictions which are to run with the land in the same manner and for the same time as the restrictions on said recorded plat of subdivision:

- 1. All residences in this subdivision, including mobile homes, shall have inside toilets. No outside privies will be permitted.
2. No failure or neglect on the part of the grantor or of any owner of lands embraced in said Delta Ridge Mobile Home Park Subdivision, to demand or insist upon the observance of any provision, requirement, covenant, limitation, restriction or condition herein contained or referred to or to proceed for the restraint of violations thereof, shall be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereunder; nor shall a waiver thereof, in any particular be deemed a waiver of any other default thereunder, whether of the same or of a different nature; but any such provision, requirement, covenant, limitation, restriction or condition, may be enforced at any time, notwithstanding violations thereof may have been suffered or permitted theretofore.
3. All lots in the subdivision will have a water service tap at the road property line and are subject to a water service charge by Trinity Water Company under its schedule of rates, terms and conditions on file with the Mississippi Public Service Commission. Any unpaid charge for water service shall be a lien on the property and collectible by proper action at law, or proceeding in Chancery, for enforcement of such lien.
4. All improvements other than mobile home placed upon any lot in the Subdivision shall be of permanent type construction, with exterior of wood, shingles, brick or stone, which preserve the character of the subdivision as an area of attractive vacation cottages and homes. No more than one residential structure shall be placed on any lot. No fence shall be erected more than six feet in height.
5. No lot in the subdivision shall be advertised for sale by the display of a sign, placard, bill or poster prior to

Taxes for the year 1978 are to be pro-rated between the parties.

Possession is given with delivery of this deed.

WITNESS our signatures this the 26th day of April, 1978.

WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC.

ATTEST: Cecil Ray Secretary

Kemmons Wilson, Jr. Vice President

STATE OF TENNESSEE) COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority in and for said county and state, Kemmons Wilson, Jr. and Cecil Ray, Vice President and Secretary, respectively of Walkem Development Company of Mississippi, Inc., a Mississippi Corporation, who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for and on behalf of Walkem Development Company of Mississippi, Inc., a Mississippi Corporation, being duly authorized to do so.

Given under my hand and official seal of office this the 26th day of April, 1978

Notary Public seal and signature

My Commission Expires:

My Commission Expires Sept. 23, 1981

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock minutes A.M. 27 day of April 1978, and that the same has been recorded in Book 134 Page 394 records of WARRANTY DEEDS of said County. Witness my hand and seal this the 1 day of April 1978. Fees \$1.50 Pd. SEAL CLERK