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WARRANTY DEED

JANE MONTGOMERY, surviving spouse of William H. Montgomery

Grantor

To

JAMES M. TATE and wife, LAURA R. TATE, as joint tenants with full rights of survivorship and not as tenants in common.

Grantees

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good, legal, sufficient, and valuable considerations, the receipt of all of which is hereby acknowledged, I, the undersigned Grantor, do hereby sell, convey and warrant unto the above Grantees, the following described land and property situated in the County of DeSoto, State of Mississippi, being more particularly described as follows, to-wit:

Lot 67, Section A, Chickasaw Bluff Lakes Subdivision, as shown on plat appearing of record in Plat Book 6, Pages 18-22, 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 7, Township 3, Range 9; and being the same property conveyed to William H. Montgomery and wife, Jane Montgomery by deed of record in Book 115, Page 263, in said Clerk's Office.

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) Each owner, corporate or otherwise, of any lot in the said Subdivision shall become a member in the Chickasaw Bluff Lakes Maintenance Association, a non-profit corporation created for the purpose of owning and maintaining the Lake, dam site, drives and other common areas, which membership is subject to the bylaws and other rules and regulations thereof. Such land owner shall have the right to the use of the lakes in the subdivision only so long as he is a member of said Association.
- (2) No inboard or outboard motorboat having in excess of 6 horsepower shall be used on any Lake in the subdivision. Each boat shall be plainly marked "CB" with the owner's lot number, in order that all boats may be identified. Any boat without a lot number will not be permitted on the Lake.
- (3) The property herein conveyed is subject to an assessment by the Chickasaw Bluff Lakes Maintenance Association on an annual basis, when same is assessed, and thereafter for the same amount annually until changed by a majority of the total votes eligible to be cast by the members of the Association, such amount to be used only for the maintenance of the lake, dam, dam site, drives and other common areas. Said assessments shall be due and payable as the Board of Directors shall determine, and if not so paid shall bear interest at the rate of 6% per annum from the due date until paid; such assessments shall be a lien on the property so assessed and collectible by proper action at law, or proceeding in Chancery, for enforcement of such lien. Each lot in said Subdivision shall be subject to such assessment, and to such lien, whether or not the owner thereof is a member of the Association.
- (4) No pier shall extend more than 15 feet out into the Lake from the shoreline, except such piers that may be erected in Lake access areas by the Maintenance Association.
- (5) All residences in the subdivision shall have inside toilets. No outside privies will be permitted. No septic tank field shall be allowed to drain into the Lake.
- (6) No failure or neglect on the part of the grantor or of any owner of lands embraced in said Chickasaw Bluff Lakes 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 violation thereof, shall be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereunder; not shall a waiver thereof, in any particular

be deemed a waiver of any other default thereunder, whether of the same or of a idfferent 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.

(7) 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.

(8) All improvements 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.

(9) No lot in the subdivision shall be advertised for sale by the display of a sign, placard, bill or poster prior to August 1, 1971.

William H. Montgomery and wife Jane Montgomery obtained title to the above lot as joint tenants with full rights of survivorship and not as tenants in common. William H. Montgomery is deceased and Jane Montgomery is the surviving spouse.

Further consideration of the above described property is the assumption by Grantees of that certain Deed of Trust executed by William H. Montgomery and wife, Jane W. Montgomery to Jim Walter Homes, Inc. dated June 24, 1975, and recorded in Book 188, Page 299, in the office of the Chancery Clerk of DeSoto County, Mississippi; and assigned to Mid-State Homes, Inc., which secures an indebtedness in the current principal amount of \$13,201.60, and Grantees take subject to said loan.

Grantor authorizes the transfer of this loan from her name into Grantees' name.

GRANTOR'S ADDRESS: P. O. Box 8, Southaven, MS

GRANTEES' ADDRESS: 1960 Konowa, Route 4, Hernando, MS 38632

This conveyance is made subject to all applicable building restrictions, restrictive covenants, and easements of record.

The Grantees herein by acceptance of this conveyance assme and agree to pay a pro-rata share of all ad valorem taxes for the year 1982.

WITNESS the signature of the Grantor this the 28th day of July, 1982.

Jane Montgomery  
Jane Montgomery

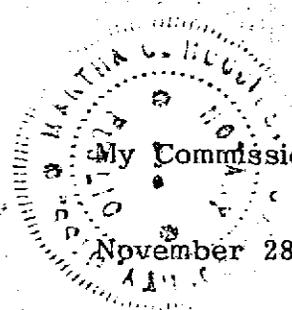
STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid the within named Jane Montgomery, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 28th day of July, 1982.

Martin C. Higgins  
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 55 minutes A.M. 30 day of July 1982, and that the same has been recorded in Book 161 Page 17 records of WARRANTY DEEDS of said County. Witness my hand and seal this the 2 day of August 1982.  
H. M. [Signature] Clerk