

WARRANTY DEED

WILLIAM D. GILMER and wife, SYLVIA GILMER  
GRANTORS

TO

RAY DIETRICH  
GRANTEE

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, We, WILLIAM D. GILMER and wife, SYLVIA GILMER, the undersigned Grantors, do hereby sell, convey and warrant unto the above Grantee, RAY DIETRICH, the following described land and property situated in the County of DeSoto, State of Mississippi, being more particularly described as follows, to-wit:

Lot 22, in Section A of Delta Ridge Mobile Home Park Subdivision, as shown on Plat appearing of record in Plat Book 9, Pages 30-32, 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.

The hereinabove described lot is conveyed 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 \_\_\_\_\_.

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

The Grantee herein by acceptance of this conveyance assumes and agrees to pay a pro-rata share of all ad valorem taxes for the year 1987.

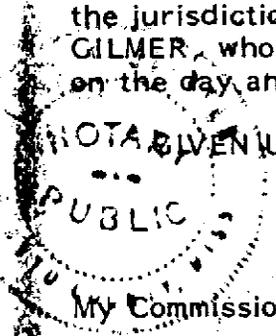
WITNESS the signature of the Grantors this the 22nd day of April, 1987.

William D. Gilmer  
WILLIAM D. GILMER

Sylvia Gilmer  
SYLVIA GILMER

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named WILLIAM D. GILMER and wife, SYLVIA GILMER, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.



GIVEN UNDER MY HAND and seal of office this the 22nd day of April, 1987.

*Luann J. Johnson*  
Notary Public

My Commission expires:  
November 28, 1987

Grantors' Address: 4146 Pikes Peak Avenue, Memphis, TN 38128

Grantee's Address: 1331 Wetonga Lane, Hernando, MS 38632

Filed @ 10:00 A M. 23 APR 1987  
Recorded in book 194 Page 738  
H. G. Ferguson, Chancery Clerk