

608
DENNIS J. KUEHNDORF AND
PEGGY J. KUEHNDORF,
GRANTORS

TO

WARRANTY DEED

ROBERT T. AKINS, ET UX,
GRANTEES

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable legal consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, DENNIS J. KUEHNDORF and PEGGY J. KUEHNDORF, hereby sell, convey, and warrant unto the Grantees, ROBERT T. AKINS, and Wife, JAN S. AKINS, as tenants by the entirety with full rights of survivorship and not as tenants in common, the land in DeSoto County, Mississippi, being more particularly described as follows:

Lot 748, Section F, Carriage Hills Subdivision, Section 24, Township 1 South, Range 8 West, in DeSoto County, Mississippi as shown on plat of record in Plat Book 6, Pages 3 & 4, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is made for a more particular description.

This conveyance is made in accordance with the Order dated December 22, 1989 of the United States Bankruptcy Court for the Northern District of Mississippi in Case No. 89-12490, copy of which is attached hereto as Exhibit A.

By acceptance of this Deed, the parties agree this conveyance is made subject to subdivision, health department, zoning and other regulations in effect in DeSoto County, Mississippi; restrictive covenants of the subdivision; and rights of way and easements for public roads, flowage, and utilities. Taxes for the year 1989 shall be estimated and pro-rated at closing and paid by the Grantee when due. Possession is to be given at closing. DRK PJK.

EXECUTED this the 29th day of December, 1989.

Dennis J. Kuehndorf
DENNIS J. KUEHNDORF

Peggy J. Kuehndorf
PEGGY J. KUEHNDORF
GRANTOR

STATE MS.-DESOTO CO.
FILED

DEC 29 4 10 PM '89

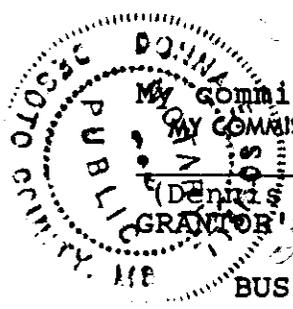
RECORDED 1-3-90
DEED BOOK 221
PAGE 608
W.E. DAVIS CH. CLK.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Dennis J. Kuehndorf and Peggy J. Kuehndorf, who acknowledged signing and delivering the above and foregoing Warranty Deed on the day and year therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 28th day of December, 1989.

Donna E. Sowell
Notary Public



My Commission expires:
MY COMMISSION EXPIRES JUNE 13, 1992

(Dennis J. Kuehndorf)
GRANTOR'S MAILING ADDRESS: Route 4, Box 29, Coldwater, MS 38618

BUSINESS PHONE: (901) 345-9200 HOME PHONE: (601) 622-7556

GRANTEE'S MAILING ADDRESS: 8252 Fairfax Cove, Southaven, MS 38671

BUSINESS PHONE: (601) 368-7825 HOME PHONE: (601) 393-9764

(Peggy J. Kuehndorf)
GRANTOR'S MAILING ADDRESS: Post Off. Box 1163 Southaven, MS 38671

Business Phone: (601) 342-5477 Home Phone: (601) 393-4137

610

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI

IN RE: DENNIS JAMES KUEHNDORF, DEBTOR

NO.: 89-12490

ORDER APPROVING SALE OF RESIDENCE, ETC.

This cause came on for hearing upon the Motion of the Debtor, DENNIS JAMES KUEHNDORF, for entry of an order approving the sale of residence, and the court, having considered the Motion finding it to be well taken, it is hereby accordingly,

ORDERED AND ADJUDGED as follows:

1. The property to be sold is known as 8252 Fairfax Cove, Southaven, Mississippi, more particularly described as Lot 748, Section F, Carriage Hills Subdivision, DeSoto County, Mississippi, being the same property conveyed to the Debtor and his ex-wife by Warranty Deed dated December 5, 1980, recorded in Deed Book 151, Page 487, in the Office of the Chancery Clerk of DeSoto County, Mississippi, is hereby approved on the terms and conditions described in the Debtor's Motion.

2. From the proceeds of the sale, the Mortgage holder, Bailey Mortgage Company, shall be paid in full, Honorable Susan Guerieri, shall be paid the sum of \$583.75 as per the Decree of Divorce entered in Cause Number 88-5-376, in the Chancery Court of DeSoto County, Mississippi, all reasonable and necessary expenses incurred in connection with the sale of the property including real estate commissions and attorney's fees shall be paid from the proceeds. The sum of \$30,000.00 shall be held in escrow by the closing attorney until the proper division of these proceeds between the Debtor and Peggy Jean Kuehndorf is

EXHIBIT A

To Kuehndorf & deed to Atkins

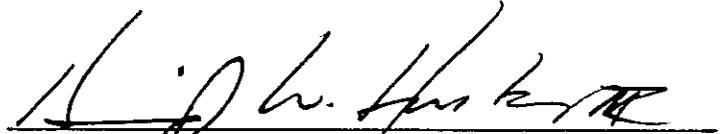
Entered 12-27-89 ^{A.M.} 1:00 P.M.
United States Bankruptcy Court
Northern District of Mississippi
Joseph E. White, Clerk
By J. Brown D.C.
14-1

determined by the Chancery Court of DeSoto County, Mississippi or by written agreement between Peggy Jean Kuehndorf and the Debtor. All funds to be received by the Debtor shall be paid over to Trustmark National Bank.

3. The sale shall be made free and clear of all claims and encumbrances.

4. The automatic stay is hereby lifted to the extent necessary for the Chancery Court of DeSoto County, Mississippi to determine how proceeds of the sale should be divided between the Debtor and Peggy Jean Kuehndorf.

SO ORDERED this the 22nd day of ~~November~~ ^{December}, 1989.


UNITED STATES BANKRUPTCY COURT JUDGE