

PREPARED BY:
JIMMY WOODS, ATTY.
P. O. BOX 456
Olive Branch, Ms. 38654
601-895-2996

RETURN TO: BOOK
TAYLOR LAW FIRM

282 PAGE 746

P.O. BOX 188
961 STATELINE RD. W.
SOUTHAVEN, MS 38671
(601) 342-1300

WILLIAM T. GRESHAM, ET AL

TO:

WARRANTY DEED

JOHN ED OLIVER, ET UX

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, We, WILLIAM T. GRESHAM, ROSA LOUISE GRESHAM PIERCE, MELVIN Q. GRESHAM, DOROTHY GRESHAM BISHOP, SPARKMAN BOOTH GRESHAM, EDWARD J. GRESHAM, JAMES HAROLD HUDSPETH AND REGINA HUDSPETH THOMPSON, (heirs at law of EUGENIA GRESHAM HUDSPETH), and OPAL O. GRESHAM, PAUL M. GRESHAM, JIMMY W. GRESHAM, and JOHNSON GRESHAM (heirs at law of MARVIN GRESHAM, JR.), do hereby sell convey and warrant unto JOHN ED OLIVER and wife, ERMA JEAN CATHEY-OLIVER, as tenants by the entirety with full rights of survivorship and not as tenants in common, the land lying and being situated in DeSoto County, Mississippi described as follows to-wit:

Part of the Southwest Quarter of Section 18, Township 1 South, Range 6 West, DeSoto County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a point commonly accepted as the southwest corner of said quarter section, said point being the intersection of the centerlines of Stateline Road and Davidson Road; thence run North 00°12'01" West a distance of 29.19 feet along the centerline of Davidson Road (40-foot wide) to a point; thence run North 89°44'42" West a distance of 40.00 feet to a point on the east right of way line of said Davidson Road, said point being the Point of Beginning; thence run North 00°12'01" West a distance of 274.57 feet to a point; thence run North 89°47'59" East a distance of 560.00 feet to a point; thence run South 00°12'11" East a distance of 264.09 feet to a point on the north right-of-way line of Stateline Road (30-foot wide); thence run the following calls along the north right-of-way line of said Stateline Road to the Point of Beginning and containing 3.55 acres:

South 88°05'43" West 6.25 feet;
South 84°25'07" West 84.09 feet;
South 86°45'15" West 99.00 feet;
South 88°33'49" West 117.02 feet;
North 89°33'39" West 111.01 feet;
North 88°33'47" West 143.71 feet;

STATE OF MISSISSIPPI - DESOTO CO.

MAR 17 10 53 AM '95

BK 282 PG 746
W.E. DAVIS CLK.
by O. Stanley

Bearings are based on true north as determined by solar observation.

The warranty in this Deed is subject to subdivision and zoning regulations in effect in DeSoto County, Mississippi and rights of ways and easements and rights of ways for DeSoto County, Mississippi and restrictive covenants as set out in Exhibit "A" attached hereto.

It is agreed and understood that taxes for the year 1995 are to be prorated and possession is given upon delivery of this deed.

WITNESS OUR SIGNATURES, this 13 day of March, 1995.

William T. Gresham
WILLIAM T. GRESHAM

Rosa Louise Gresham Pierce
ROSA LOUIS GRESHAM PIERCE

Melvin Q. Gresham
MELVIN Q. GRESHAM

Dorothy Gresham Bishop
DOROTHY GRESHAM BISHOP

James Harold Hudspeth
JAMES HAROLD HUDSPETH

Regina Hudspeth Thompson
REGINA HUDSPETH THOMPSON

Sparkman Booth Gresham
SPARKMAN BOOTH GRESHAM

Edward J. Gresham
EDWARD J. GRESHAM

Opal O. Gresham
OPAL O. GRESHAM

Paul M. Gresham
PAUL M. GRESHAM

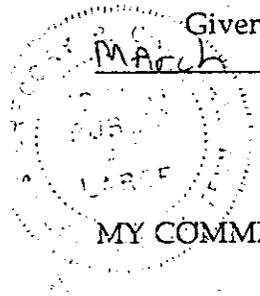
Jimmy W. Gresham
JIMMY W. GRESHAM

Johnson Gresham
JOHNSON GRESHAM

TENNESSEE
STATE OF MISSISSIPPI
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named WILLIAM T. GRESHAM, who acknowledged that he signed, sealed and delivered the above and foregoing Warranty Deed as his free and voluntary act and deed and for the purposes herein expressed.

Given under my hand and official seal of the office, this the 13 day of March, 1995.



[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires 1-2-12, 1998

TENNESSEE
STATE OF MISSISSIPPI
COUNTY OF Shelby

BOOK 282 PAGE 748

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named ROSA LOUISE GRESHAM PIERCE, who acknowledged that she signed, sealed and delivered the above and foregoing Warranty Deed as her free and voluntary act and deed and for the purposes herein expressed.

Given under my hand and official seal of the office, this the 13 day of March, 1995.

A circular notary seal for the State of Tennessee, County of Shelby, with the text "NOTARY PUBLIC" and "MY COMMISSION EXPIRES AUG. 12, 1998".
Raymond B. Dade
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Aug. 12, 1998

TENNESSEE
STATE OF MISSISSIPPI
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named MELVIN Q. GRESHAM, who acknowledged that he signed, sealed and delivered the above and foregoing Warranty Deed as his free and voluntary act and deed and for the purposes herein expressed.

Given under my hand and official seal of the office, this the 13 day of March, 1995.

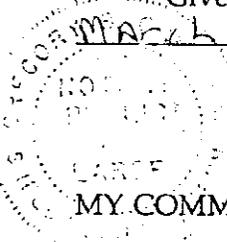
A circular notary seal for the State of Tennessee, County of Shelby, with the text "NOTARY PUBLIC" and "MY COMMISSION EXPIRES AUG. 12, 1998".
Raymond B. Dade
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Aug. 12, 1998

TENNESSEE
STATE OF MISSISSIPPI
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named DOROTHY GRESHAM BISHOP, who acknowledged that she signed, sealed and delivered the above and foregoing Warranty Deed as her free and voluntary act and deed and for the purposes herein expressed.

Given under my hand and official seal of the office, this the 13 day of March, 1995.

A circular notary seal for the State of Tennessee, County of Shelby, with the text "NOTARY PUBLIC" and "MY COMMISSION EXPIRES AUG. 12, 1998".
Raymond B. Dade
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Aug. 12, 1998

TENNESSEE
STATE OF MISSISSIPPI
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named SPARKMAN BOOTH GRESHAM, who acknowledged that he signed, sealed and delivered the above and foregoing Warranty Deed as his free and voluntary act and deed and for the purposes herein expressed.

Given under my hand and official seal of the office, this the 13 day of March, 1995.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Aug. 12, 1998

TENNESSEE
STATE OF MISSISSIPPI
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named EDWARD J. GRESHAM, who acknowledged that he signed, sealed and delivered the above and foregoing Warranty Deed as his free and voluntary act and deed and for the purposes herein expressed.

Given under my hand and official seal of the office, this the 13 day of March, 1995.

[Signature]
NOTARY PUBLIC

My Commission Expires Aug. 12, 1998

MY COMMISSION EXPIRES: _____

TENNESSEE
STATE OF MISSISSIPPI
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named JAMES HAROLD HUDSPETH, who acknowledged that he is one of the heirs at law of EUGENIA GRESHAM HUDSPETH, and who further acknowledged that he signed, sealed and delivered the above and foregoing Warranty Deed as his free and voluntary act and deed and for the purposes herein expressed.

Given under my hand and official seal of the office, this the 13 day of March, 1995.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Aug. 12, 1998

TENNESSEE
STATE OF MISSISSIPPI
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named REGINA HUDSEPTH THOMPSON, who acknowledged that she is one of the heirs at law of EUGENIA GRESHAM HUDSPETH, and who further acknowledged that she signed, sealed and delivered the above and foregoing Warranty Deed as her free and voluntary act and deed and for the purposes herein expressed.

Given under my hand and official seal of the office, this the 13 day of MARCH, 1995.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Aug. 12, 1998

TENNESSEE
STATE OF MISSISSIPPI
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named OPAL O. GRESHAM, who acknowledged that she is one of the heirs at law of MARVIN GRESHAM, JR., and who further acknowledged that she signed, sealed and delivered the above and foregoing Warranty Deed as her free and voluntary act and deed and for the purposes herein expressed.

Given under my hand and official seal of the office, this the 11 day of March, 1995.

[Signature]
NOTARY PUBLIC

My Commission Expires Aug. 12, 1998

MY COMMISSION EXPIRES: _____

TENNESSEE
STATE OF MISSISSIPPI
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named PAUL M. GRESHAM, who acknowledged that he signed, sealed and delivered the above and foregoing Warranty Deed as his free and voluntary act and deed and for the purposes herein expressed.

Given under my hand and official seal of the office, this the 17 day of March, 1995.

[Signature]
NOTARY PUBLIC

My Commission Expires Aug. 12, 1998

MY COMMISSION EXPIRES: _____

TENNESSEE
STATE OF MISSISSIPPI
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named JIMMY W. GRESHAM, who acknowledged that he signed, sealed and delivered the above and foregoing Warranty Deed as his free and voluntary act and deed and for the purposes herein expressed.

Given under my hand and official seal of the office, this the 13 day of March, 1995.

[Signature]
NOTARY PUBLIC

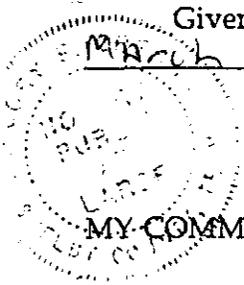
My Commission Expires Aug. 12, 1998

MY COMMISSION EXPIRES: _____

TENNESSEE
STATE OF MISSISSIPPI
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named JOHNSON GRESHAM, who acknowledged that he signed, sealed and delivered the above and foregoing Warranty Deed as his free and voluntary act and deed and for the purposes herein expressed.

Given under my hand and official seal of the office, this the 13 day of March, 1995.



Drum B. [Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES My Commission Expires Aug. 12, 1998

Grantor's Address:
William T. Gresham
Rt. 2, Box 229
Ashland, MS 38603
Home Phone No: 224-6601
Work Phone No. n/a

Grantees' Address:
JOHN ED OLIVER, ET UX
8111 Long Branch
Southaven, Ms. 38671
Home Phone No: 601-342-0295
Work Phone No. 901-366-6453 ext 2477

Grantor's Address:
Rosa Louise Gresham Pierce
3686 Townes
Memphis, TN 38122
Home Phone No: none
Work Phone No. none

Grantor's Address:
Melvin Q. Gresham
Rt. 2, Box 228
Ashland, MS 38603
Home Phone No.: 224-8441
Work Phone No. none

Grantor's Address:
Dorothy Gresham Bishop
1689 National
Memphis, TN 38108
Home Phone No. 388-9950
Work Phone No. same

Grantor's Address:
James Harold Hudspeth
4125 Kozar
Memphis, TN 38108
Home Phone No. 458-8661
Work Phone No. same

Grantor's Address:
Regina Hudspeth Thompson
5062 Dee
Memphis, TN 38117
Home Phone No: 682-9240
Work Phone No. same

Grantor's Address:
Sparkman Booth Gresham
P.O. Box 471
Holly Springs, MS 38635
Home Phone No. 252-5738
Work Phone No. 252-2511

Grantor's Address:
Edward J. Gresham
6113 Explorer
Bartlett, TN 38134
Home Phone No: 386-3151
Work Phone No. same

Grantor's Address:
Opal O. Gresham
P.O. Box 174
Hickory Flat, MS 38633
Home Phone No. 333-6333
Work Phone No. none

Grantor's Address:
Paul M. Gresham
P.O. Box 174
Hickory Flat, Ms. 38633
Home Phone No: 601-333-4333
Work Phone No. NONE

Grantor's Address:
Jimmy W. Gresham
P.O. Box 174
Hickory Flat, Ms. 38633
Home Phone No: 601-333-4333
Work Phone No. NONE

Grantor's Address:
Johnson Gresham
PO Box 174
Hickory Flat Ms. 38633
Home Phone No: 601-333-6833
Work Phone No: NONE

RESTRICTIVE COVENANTS FOR GRESHAM LOTS ON
DAVIDSON ROAD

No lot shall be used except for residential purposes. Two or more lots may be combined for use as one lot and, in such case, the interior lot lines may be disregarded insofar as a single lot, under one ownership, no part of the combined lots may be sold or conveyed except to original size of the lots before being combined. No single lot in the subdivision may be re-subdivided into two or more lots for the purpose of building another dwelling.

- 2) All sewer connections must be approved by Mississippi State Board of Health. Water will be from Mineral Wells Water Association.
- 3) All dwellings and other structures on the lots must be in compliance with the requirements of DeSoto County Planning Commission and its successors.
- 4) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other temporary buildings shall be used on any lot at anytime as a residence, either temporarily or permanently. No garage apartments will be allowed.
- 5) No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sale period.
- 6) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste garbage shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 7) The total minimum heated floor area of a residence, exclusive of open porches, garages, or carports shall be 2000 square feet. The minimum heated lower floor area of a split-level or two-story

Exhibit "A"

residence shall be 1600 square ft. exclusive of open porches, garages and carports. All gardens must be planted to the rear of any main residence w/only landscape materials such as trees, shrubs, and plants allowed in front of the main residence.

No animals, livestock or poultry of any kind shall be kept, bred, or raised on any lot for commercial purposes. If animals, (except hogs, cattle, goats or poultry) are kept as pets, the proper fencing and shelter.

No underground homes will be allowed. No shell or modular houses will be permitted in this subdivision regardless of price or square footage. All houses must be new construction and no house shall be moved in unless approved by Marvin Gresham, Jr. and joint heirs.

The construction of any house on any lot shall be required to be completed within (12) months from the date that the construction began.

These covenants, restrictions and limitations or any of them, may be amended only by Marvin Gresham, Jr. and family heirs to the original plus or minus 34 acres.