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Harry Hugh Malone, et al

BOOK 302 PAGE 722

06-29-95 cw

STATE MS. DESOTO CO.

022-1-00-W

Do not record above this line

JUN 25 06 1995
JUN 27 06 PM 1995

WARRANTY DEED

BK 302 PG 722
W.E. DAVIS CH. CLK.

THE STATE OF MISSISSIPPI

County of DeSoto

For and in consideration of Fifteen Hundred and No/100-----

-----/100 Dollars (\$ 1500.00)

the receipt and sufficiency of which is hereby acknowledged, I/or we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the Mississippi Transportation Commission the following described land:

TOWNSHIP 1 SOUTH, RANGE 5 WEST, DESOTO COUNTY, MISSISSIPPI

Section 29:

Begin at the point of intersection of the Eastern line of grantors property and the present Northern right-of-way line of Mississippi Highway No. 302, said Eastern property line also being the present Western right-of-way line of Centerhill Road as shown on the plats for State Project No. 97-0021-01-016-11; thence from said point of beginning run North 89° 33' West along said present highway right-of-way line, a distance of 61.536 meters (201.89 feet) to a point said point being hereby designated as Point "K" for future reference; thence run North 49° 52' East, a distance of 78.199 meters (256.56 feet) to a point that is 12 meters (39.37 feet) Westerly of and perpendicular to the centerline of said Centerhill Road at Station 33 + 00, said point being hereby designated as Point "L" for future reference; thence run South 88° 46' East, a distance of 2.856 meters (9.37 feet) to the point of intersection with said Centerhill Road right-of-way line; thence run South 01° 14' West along said Centerhill Road right-of-way line, a distance of 50.847 meters (166.82 feet) to the point of beginning, containing 0.162 hectares 17,632.29 square feet (0.40 acres, more or less).

All of the above being situated in the Southeast 1/4 of the Southeast 1/4.

Together with any and all abutters rights of access, if any, in, to, over, on and across the lands herein described between Point "K" and Point "L".

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness _____ signature the 20th Day of May, A.D.,

19 96.

Laurabeth Yager
325 No. Watkins
Memphis, TN 38104

Harry Hugh Malone

Harry Hugh Malone

Edith P. Malone

Edith P. Malone

Grantee, Prepared by and return to:

Miss. Department of Transportation

Right of Way Division

P. O. Box 1850

Jackson, Mississippi 39215-1850

Phone Number: (601) 359-7559

Account No. 97-0021-01-016-11

Grantor Address:

Harry Hugh Malone

329 Bardonia Dr.

Memphis, TN 38117

Phone Number: 901-683-4724

Business Number: Retired

In the case of natural persons acting in their own right:

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of May, 1976, within my jurisdiction, the within named Harry Hugh Malone and Edith P. Malone

who acknowledged that ~~he~~ ~~she~~ (they) executed the above and foregoing instrument.

Donald Meyer



My commission expires:

11-14-99

(SEAL)