

STATE MS.-DESOTO CO.  
FILED

JUN 26 10 51 AM '96

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

BK 302 PG 762  
W.E. DAVIS CH. CLK.

THOMAS A. WHITE, ET UX  
GRANTORS

ASSUMPTION  
QUITCLAIM DEED

TO

THOMAS A. WHITE,  
GRANTEE

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, THOMAS A. WHITE and wife, TANYA KIRK WHITE aka TANYA S. KIRK, Grantors, do hereby convey and quitclaim unto THOMAS A. WHITE, all of our right, title and interest in and to the following real estate of DeSoto County, Mississippi, more particularly described as:

Lot 51, First Addition to Section "B", Holiday Hills Subdivision, located in Section 34, Township 1 South, Range 6 West, as shown on plat of record in Plat Book 18, Page 2, in the Office of the Clerk of the Chancery Court, DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to the said Grantors by Warranty Deed dated November 22, 1991, and recorded in Deed Book 240 at page 571, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

As part of the consideration of this conveyance, the Grantee by his acceptance of this deed assumes and agrees

DRUE D.  
BIRMINGHAM, JR.  
ATTORNEY AT LAW  
9369 GOODMAN ROAD  
OLIVE BRANCH,  
MISSISSIPPI 38654

(601) 895-7670  
7671

to pay as and when due and payable, all amounts owing on the indebtedness secured by that certain Deed of Trust outstanding against said property, in favor of Mellon Mortgage Company, as the mortgagee. Said Grantee hereby covenants for himself, his heirs, executors, administrators and assigns, well and truly to pay each and every installment and payment required by said indebtedness and Deed of Trust and also to perform and fulfill each and every obligation and condition required thereby as fully and completely as if he, the said Grantee, had made and executed said Deed of Trust and Note solely by himself, to the extent that as between Grantee and Grantors herein, said Grantee shall be the principal obligor of said Note and Deed of Trust, but insofar as the said Tanya K. White remains liable under said instrument, she shall have the right and remedies against the Grantee of surety, including the right of exoneration, subrogation and reimbursement, with the express provision that the rights of the said Tanya K. White, upon these undertakings and covenants with the Grantee, shall not be dependent upon the said Tanya K. White having been required to make any such payment or perform any such obligation or condition as a condition precedent to maintaining an action hereon against the Grantee herein.

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This conveyance is part of a property settlement in a divorce action between the parties in Cause No. 96-4-427, in the Chancery Court of DeSoto County, Mississippi.

WITNESS our signatures this the 8th day of April, 1996.

GRANTORS:

Thomas A White  
THOMAS A. WHITE

Tanya Kirk White  
TANYA KIRK WHITE

GRANTEE:

Thomas A White  
THOMAS A. WHITE

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 THOMAS A. WHITE, who acknowledged that he signed and delivered the above and foregoing Assumption Quitclaim Deed on the date indicated as his free and voluntary act and deed, and for the purposes therein expressed.

Given under my hand and official seal of office, this the 8th day of April, 1996.

Carole Crandus  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/14/98

DRUE, D  
BIRMINGHAM, JR  
ATTORNEY AT LAW  
9369 GOODMAN ROAD  
OLIVE BRANCH  
MISSISSIPPI 38654

(601) 895-7670  
7871

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

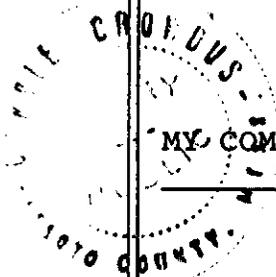
This day personally appeared before me, the undersigned authority in and for said County and State, the within named TANYA KIRK WHITE, who acknowledged that she signed and delivered the above and foregoing Assumption Quitclaim Deed on the date indicated as her free and voluntary act and deed, and for the purposes therein expressed.

Given under my hand and official seal of office, this the 8th day of April, 1996.

*Carole Brundus*

NOTARY PUBLIC

MY COMMISSION EXPIRES:  
7/14/98



ADDRESS/TELEPHONE OF GRANTOR/GRANTEE THOMAS A. WHITE:  
6357 Chickasaw, Olive Branch, MS 38654; Res. Tel.  
(601) 895-7653; Bus. Tel. (601) 895-4194

ADDRESS/TELEPHONE OF GRANTOR TANYA K. WHITE:  
3442 Fescue, Memphis, TN 38115; Res. Tel.  
494-3181 (mobile); Bus. Tel. (601) 895-4560

PREPARED BY AND RETURN TO:

DRUE D. BIRMINGHAM, JR.  
ATTORNEY AT LAW  
9369 Goodman Road  
Olive Branch, MS 38654  
(601) 895-7670  
MSB #2570

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ATTORNEY AT LAW  
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No title search was requested prior to preparation of this instrument. The attorney preparing same does not warrant condition of title, accuracy of description or correctness of execution thereof.