

## WARRANTY DEED

y Jul 25 10 35 AM '96

DUNAVANT ENTERPRISES, INC., a  
Tennessee corporation, GRANTORBK 304 PG 252  
W.E. DAVIS CH. CLK.

TO

COLEMAN-HYNEMAN HOMES, LLC, a  
Mississippi limited liability company, GRANTEE

THIS INDENTURE, made and entered into as of the 22nd day of July, 1996 by and between

DUNAVANT ENTERPRISES, INC., a Tennessee Corporation, whose address is 3797 New  
Getwell Road, Memphis, Tennessee 38118 and whose telephone number is (901) 369-1605,

hereinafter referred to as Grantor, and

COLEMAN-HYNEMAN HOMES, LLC, a Mississippi Limited Liability Company, whose address  
is PO Box 806, Olive Branch, MS 38654 and whose telephone number is (601) 393-9398.

hereinafter referred to as Grantee.

**WITNESSETH:** That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Grantor has bargained and sold and does hereby bargain, sell, convey and warrant unto the said Grantee the following described real estate, situated and being in the County of DeSoto, State of Mississippi:

**Lot(s) 19, 20 and 62, Stone Creek Subdivision, Phase A of Plum Point Villages Planned Unit Development, in Section 6, Township 2 South, Range 7 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 52, Pages 34-35, in the office of the Chancery Clerk of DeSoto County, Mississippi.**

**Being part of the same property conveyed to the Grantor herein by Warranty Deed of record in Book 206, Page 539, in the office of the Chancery Clerk of DeSoto County, Mississippi.**

**TO HAVE AND TO HOLD** The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said Grantee, his/her/their/its heirs, successors and assigns in fee simple forever.

The said Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized in fee of the aforescribed real estate; that the Grantor has a good right to sell and convey the same; that the same is unencumbered except,

**Covenants or Restrictions:**

**Zoning ordinances or laws of any governmental authority, Plat Book 52, Pages 34-35, and Declaration of Covenants, Conditions and Restrictions in Book 297, Page 530;**

**Encroachments and/or Easements:**

**Building Lines and Easements as shown on recorded plat at Plat Book 52, Pages 34-35.**

**Taxes and special assessments for the year 1996, not yet due and payable.**

**Subject lot(s) may be filled land or partially filled land and Grantor makes no representation as to said property being undisturbed land. The Grantor is not to be responsible or liable for any claim of any kind or character because said property is filled or partially filled land.**

and that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons.

**Grantee, his/her/their/its successors and assigns, by acceptance of the deed of conveyance, accepts membership in the Stone Creek Homeowners Association, Inc., a Mississippi non-profit corporation, and agrees to be subject to and bound by the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and By-laws of the Association, all of which are of record in Book 297, Page 530, and such rules and regulations as may be adopted pursuant to the terms thereof.**

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature of the Grantor (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) the day and year first above written.

DUNAVANT ENTERPRISES, INC.,  
a Tennessee Corporation

BY: *Pete Avioti, Jr.*  
Pete Avioti, Jr.  
Vice President

STATE OF TENNESSEE, )  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22 day of July, 1996, within my jurisdiction, the within named PETE AVIOTTI, JR., who acknowledged that he is Vice President of DUNAVANT ENTERPRISES, INC., a Tennessee Corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

*Elizabeth Ann Kelly*  
Notary Public  


MY COMMISSION EXPIRES SEPT 17, 1996  
Commission Expiration: \_\_\_\_\_

Part of Tax Parcel:  
2073-0600.0-00005.03

**THIS INSTRUMENT PREPARED BY:**  
THE POE FIRM, P.C.  
261 GERMANTOWN BEND COVE  
CORDOVA, TN 38018  
TELEPHONE: (901) 758-8200

**AFTER RECORDING, RETURN TO:**  
ERIC SAPPENFIELD, ATTORNEY AT LAW  
97 STATE LINE ROAD  
SOUTHAVEN, MS 38671  
TELEPHONE: (601) 342-2170

**GRANTOR:**  
DUNAVANT ENTERPRISES, INC.  
3797 NEW GETWELL ROAD  
MEMPHIS, TN 38118  
BUSINESS TELEPHONE: (901) 369-1605  
HOME TELEPHONE: None

**GRANTEE:**  
COLEMAN-HYNEMAN HOMES, LLC  
P. O. BOX 806  
OLIVE BRANCH, MS 38654  
BUSINESS TELEPHONE: (601) 393-9398  
HOME TELEPHONE: None