

**ASSUMPTION WARRANTY DEED**

THIS WARRANTY DEED made and entered into this day by and between BENJAMIN CONTRERAS AND SHANNON R. CONTRERAS, Grantors, and RITA BOLTON BONER, Grantee,

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid by the Grantee to the Grantors, and other good and valuable considerations, and for the further consideration of the assumption and undertaking by Grantee of the balance of that certain indebtedness not to exceed Seventy Nine Thousand Five Hundred Forty Nine Dollars and Seventy Two Cents (\$79,549.72), and the other covenants and conditions as contained in that certain Deed of Trust executed by Joseph William Judd to Harold E. Crye, Trustee for the benefit of Crye-Leike Mortgage Company, Inc., dated August 4, 1989, and recorded in Land Mortgage Records Book 480, at Page 326, in the office of the Clerk of the Chancery Court of DeSoto County, Mississippi, the receipt and sufficiency of all of which is hereby acknowledged, Grantors do hereby convey and warrant, except as hereinafter set forth, unto the Grantee, the following described property, together with the improvements, hereditaments and appurtenances thereunto belonging, located in the city of Horn Lake, DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

Lot 36, The Willows of Horn Lake, Revised, in Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 35 at Page 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

c:\property\assumpt.wd

STATE MS. - DESOTO CO. *we*  
FILED *we*

APR 10 3 03 PM '97

BK 314 PG 643  
W.E. DAVIS CH. CLK.

TO HAVE AND TO HOLD unto the Grantee, her heirs and assigns, in fee simple forever, and free from all liens and encumbrances except for the following exceptions:

- 1) The lien of the aforesaid Deed of Trust assumed by the Grantee.
- 2) Taxes and assessments for the current year and subsequent years, which are not yet due and payable.
- 3) Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.
- 4) Any and all matters which would be disclosed by an accurate survey of current date and/or an actual inspection of said property.
- 5) Any easements, rights or way, reservations, servitudes or restrictive covenants or record.
- 6) Any prior severance, lease or other conveyance of the oil, gas and mineral rights in, on or under the subject property.

FOR THE SAME CONSIDERATION aforesaid, Grantors hereby transfer and assign unto Grantee all funds held in escrow under the mortgage being assumed.

IN TESTIMONY WHEREOF, witness the signature of the Grantors on this the 7<sup>th</sup> day of April, 1997.

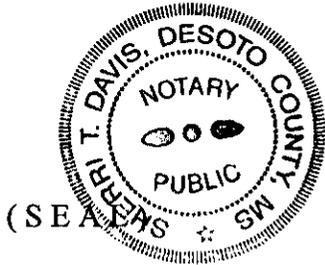
  
BENJAMIN CONTRERAS

  
SHANNON R. CONTRERAS

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

THIS DAY personally appeared before me, the undersigned authority within and for the State and County aforesaid, BENJAMIN CONTRERAS AND SHANNON R. CONTRERAS, who acknowledged that they signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 7<sup>th</sup> day of April, 1997.



*[Handwritten Signature]*

NOTARY PUBLIC

My Commission Expires March 18, 2000  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 18, 2000  
BONDED THRU STLCALL NOTARY SERVICE

ADDRESS OF GRANTOR:  
7101 Towne Rd N# 152  
Horn Lake MS 38637  
Home: 601-393-0134  
Work: 901-775-7340

ADDRESS OF GRANTEE:  
1760 Joy Circle  
Horn Lake, MS 38637  
Home: 601-280-1456  
Work: 901-828-4743

PREPARED BY AND RETURN TO:  
HOLCOMB DUNBAR, P.A.  
P. O. BOX 190  
SOUTHAVEN, MS 38671-0190  
(601) 349-0664

FILE #997-077

RELEASE OF LIEN

BOOK 314 PAGE 646

TO THE CHANCERY CLERK of DeSoto County, Mississippi:

You are hereby authorized and directed to satisfy and cancel of record the following Lien:

Lienee: Benjamin Contreras and Shannon Leigh (Robinson) Contreras
Lienor: Pete Elardo and Pat Elardo
Recorded on: July 24, 1996
Recorded in: Chancery Cause #96-7-794 in your office.

Legal Description: Lot 36, The Willows of Horn Lake, Revised, in Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 35, Page 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Property Address: 1706 Joy Circle, Horn Lake, Mississippi 38637

The indebtedness therein secured has not been assigned by me to anyone and has been fully satisfied.

The undersigned Lienor hereby covenants with the said Lienee that he/she is the legal owner and holder of the indebtedness described in and secured by said lien and that he/she has the lawful right to re lease and discharge the lien thereof.

WITNESS MY HAND, this the 8th day of April, 1997

[Signature of Pete Elardo]
PETE ELARDO

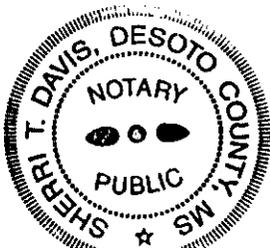
[Signature of Pat Elardo]
PAT ELARDO

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, a Notary Public, in and for said jurisdiction, the within named PETE ELARDO AND PAT ELARDO, who acknowledged that they executed the above and foregoing instrument on this the 8th day of April, 1997.

[Signature of Notary Public]
NOTARY PUBLIC

(SEAL)



My Commission Expires
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 18, 2000
LOADED INTO STEARNS NOTARY SERVICE

PREPARED BY AND, AFTER RECORDING, RETURN TO THE OFFICE OF:
HOLCOMB DUNBAR, P.A.
P. O. BOX 190
SOUTHAVEN, MISSISSIPPI 38671-0190
(601) 349-0664