

WARRANTY DEED

STATE MS.-DESOTO CO.
FILED

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JOE WHITFIELD and wife, LAURA L. WHITFIELD
Grantors

To

BK 315 PG 135
W.E. DAVIS CH. CLK.

JEFFERY C. JAMES and wife, ROBIN H. JAMES
Grantees

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good, legal, sufficient, and valuable considerations, the receipt of all of which is hereby acknowledged, JOE WHITFIELD and wife, LAURA L. WHITFIELD, the undersigned Grantors, do hereby sell, convey, and warrant unto the above Grantees, JEFFERY C. JAMES and wife, ROBIN H. JAMES, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in the County of DeSoto, State of Mississippi, being more particularly described as follows, to-wit:

Lot 5, Section A, Morrow Crest Subdivision, in Section 2, Township 3 South, Range 8 West, DeSoto County, Mississippi, as shown on plat recorded in Plat Book 50, Page 13, in the office of the Chancery Clerk of DeSoto County, Mississippi.

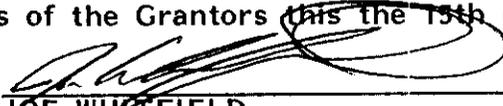
This conveyance is made subject to all applicable building restrictions, restrictive covenants, and easements of record, and further subject to the following building restrictions and restrictive covenants:

- (1) No dwelling constructed in the subdivision shall have less than 1750 heated square feet of floor area.
- (2) Lot shall be used for residential purposes only.
- (3) No obnoxious or offensive activities shall be carried on upon any lot.
- (4) No trailer, mobile home, tent, basement, shack, garage, barn or other structure of a temporary nature to be used as a residence at any time.
- (5) These covenants shall run with the land and shall be binding upon all parties for a period of twenty-five years from the date the plat is recorded, after which time the covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots shall have been recorded agreeing to change the covenants in whole or in part.
- (6) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

The Grantees, by acceptance of this conveyance, assume and agree to pay a pro-rata share of all ad valorem taxes for the year 1997.

LAURA L. WHITFIELD joins in the execution of this Warranty Deed for the sole and only purpose of conveying any and all homestead rights which she may have or hereafter acquire in the above described property.

WITNESS the signatures of the Grantors this the 15th day of April, 1997.



 JOE WHITFIELD



 LAURA L. WHITFIELD

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in

and for the jurisdiction aforesaid, the within named JOE WHITFIELD and LAURA L. WHITFIELD, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 15th day of April, 1987.

My Commission expires:
November 27, 1999

Martha C. Huggins
Notary Public

Grantor's Address:
1007 Morrow Crest, Hernando, MS 38632
Home No. 601-429-6444 Work No. 601-429-4542
Grantee's Address:
1094 Morrow Crest Drive, Hernando, MS 38632
Home No. 601-429-1193 Work No. 601-342-2975

This instrument prepared by:
Arthur E. Huggins, Attorney
P. O. Box 8
Southaven, MS 38671
601-342-1616