

MILTON KEITH NICHOLS

TO

ASSUMPTION WARRANTY DEED

**BOBBY WAYNE ALEXANDER and wife,
PATTY J. ALEXANDER**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, MILTON KEITH NICHOLS, do hereby bargain, sell, convey and warrant unto **BOBBY WAYNE ALEXANDER and wife, PATTY J. ALEXANDER**, as joint tenants with full rights of survivorship and not as tenants in common, the land lying and being situated in the City of Olive Branch, DeSoto County, Mississippi described as follows, to-wit:

Lot 46, Section A, Eastover Subdivision, situated in Section 29, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 12, Pages 32-35, Chancery Clerk's Office, DeSoto County, Mississippi.

Further consideration for this transfer is the assumption by the Grantee of that certain outstanding, unpaid indebtedness to Union Planters National Bank as evidenced by Deed of Trust of record in Trust Deed Book 396, Page 574 Chancery Clerk's Office, DeSoto County, Mississippi in the amount of \$64,006.94 to which Grantees herein take subject to assume and agree and pay.

By virtue of this instrument, Grantors hereby convey and transfer unto Grantees all of his right, title and interest in and to escrow funds held in connection with this loan.

The warranty in this Deed is subject to subdivision and zoning regulations in effect in DeSoto County, Mississippi and rights of ways and easements for public roads and public utilities and the restrictive covenants and easements of record in Eastover Subdivision.

The Grantees, by acceptance of this Deed agree to become members of the Eastover Homeowner's Association, a Mississippi non-profit corporation, and be bound by the by-laws of said Association. The dues of the Association shall constitute an assessment against the above described property and said assessment shall constitute a lien on the property so assessed and shall be collectible by a proper action at law or proceedings in Chancery Court for enforcement of such lien, provided, however that

said lien shall be subordinate to any mortgages, deeds of trust or other security instrument granted by the Grantees, a covenant that runs with the land and shall be binding on the Successors and Assigns of the Grantees.

Taxes for the year 1997 shall be assumed by Grantees and possession is delivery as of the date of this instrument.

WITNESS MY SIGNATURE, this 29th day of May, 1997.

Milton Keith Nichols
MILTON KEITH NICHOLS

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and State, within my jurisdiction, on this the 29th day of May, 1997, the within named MILTON KEITH NICHOLS, who acknowledged that he signed, sealed and delivered the above and foregoing Assumption Warranty Deed as his free and voluntary act and deed and for the purposes therein expressed.

J. E. Woods
NOTARY PUBLIC



MY COMMISSION EXPIRES: 7-11-99

Grantor's Address:
9589 E. Goodman Rd.
Olive Branch, MS 38654
Home Phone: 895-3166
Work Phone: 895-4000

Grantee's Address:
7098 Grove Park Cove
Olive Branch, MS 38654
Home Phone: 893-0469
Work Phone: 854-3673

PREPARED BY & RETURN TO:

JAMES E. WOODS
WOODS & SNYDER, L.L.C.
P.O. BOX 456
OLIVE BRANCH, MS 38654
(601) 895-2996

STATE MS.-DE SOTO CO.

JUN 23 1 50 PM '97

BK 317 PG 779
W.E. DAVIS CH. CLK.