

Warranty Deed

THIS INDENTURE, made and entered into this 12th day of December 1997

by and between C.B. Nix and wife, Barbara Nix

of the first part, and James E. Bray and wife, Karen D. Bray

WITNESSETH: That for the consideration hereinafter expressed the said party/parties, of the second part
part has/have bargained and sold and docs/do hereby bargain, sell, convey and confirm unto the said
party/parties of the second part the following described real estate, situated and being in Byhalia
County of DESOTO State of MS

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION

STATE MS. - DESOTO CO.
FILED

JAN 6 2 38 PM '98

BK 327 PG 237
W.E. DAVIS CH. CLK.

This being the same property conveyed to Grantor herein by Warranty Deed recorded in Plat Bool 177, Page 619, in 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 party/parties of the second part, his/her/their heirs and assigns in fee simple forever.

And the said party/parties of the first part does/do hereby covenant with the said party/parties of the second part that he/she/they is/are lawfully seized in fee of the aforescribed real estate; that he/she/they has/have a good right to sell and convey the same; that the same is unencumbered, except for Subdivision Restrictions, Building Lines and Easements of record in Plat Book 4, Page 30-33, and Deed Restrictions recorded in Plat Book 177, Page 619, all being of record in said Register's Office.

and that the title and quiet possession thereto he/she/they will warrant and forever defend against the lawful claims of all persons.

THE CONSIDERATION for this conveyance is as follows: Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged.

WITNESS the signature (s) of the said party/parties of the first part the day and year first above written.

C.B. Nix
C.B. Nix

Barbara Nix
Barbara Nix

INDIVIDUAL

STATE OF TENNESSEE,
COUNTY OF SHELBY.

Personally appeared before me, Monice Hagle,
a Notary Public of said County and State, C.B. Nix
Barbara Nix, the within named bargainer,
with whom I am personally acquainted (or proved to me on the basis of satis-
factory evidence), and who acknowledged that he executed the within
instrument for the purposes therein contained.

Witness my hand, at office, this 12th day of December, 1997.

Notary Public

My Commission Expires _____ day of _____, 19____.



On this _____ day of _____, 19____, before me
personally appeared _____

to me known (or proved to me on the basis of satisfactory evidence) to be the
person who executed the foregoing instrument in behalf of _____

acknowledged that he executed the same as the free act and deed of
said _____

Witness my hand, at office, this _____ day of _____, 19____.

Notary Public

My Commission Expires _____ day of _____, 19____.

INDIVIDUAL

STATE OF TENNESSEE,
COUNTY OF SHELBY.

Personally appeared before me, _____,
a Notary Public of said County and State, _____,
_____ the within named bargainer,
with whom I am personally acquainted (or proved to me on the basis of satis-
factory evidence), and who acknowledged that he executed the within
instrument for the purposes therein contained.

Witness my hand, at office, this 12th day of December, 1997.

Notary Public

My Commission Expires _____ day of _____, 19____.

PARTNERSHIP

STATE OF TENNESSEE,
COUNTY OF SHELBY.

Before me, _____, a Notary
Public of said State and County aforesaid, personally appeared _____

with whom I am personally acquainted
(or proved to me on the basis of satisfactory evidence), and who, upon oath,
acknowledged himself (or herself) to be a partner of _____

the within named bargainer,
a partnership, and that he as such partner, executed the foregoing instru-
ment for the purpose therein contained, by signing the name of the partner-
ship by himself (or herself) as partner.

Witness my hand and seal, this _____ day of _____, 19____.

Notary Public

My Commission Expires _____ day of _____, 19____.

File Number: Z7120013

Parcel Number: 2058-2801.0-00002.00

(FOR RECORDING DATA ONLY)

Property address: 1605 Pigeon Roost Road.....
Byhalia, MS 38611
Mail tax bills to: (Person or Agency responsible
for payment of taxes)

First Trust Mortgage Co.
6525 Quail Hollow, Suite 300
Memphis, TN 38120

This instrument prepared by: Fearnley & Califf, PLLC
6389 Quail Hollow Road, Suite 202.....
Memphis, Tennessee 38120

State tax..... \$.....

Register's fee.....

Recording fee..... 18.00

Total.....

T.G. # 97120013

Return to: Fearnley & Califf, PLLC
6389 Quail Hollow, Ste. 202
Memphis, TN 38120
Phone: (901) 767-6200

I, or we, hereby swear or affirm that, to the best
of affiant's knowledge, information, and belief,
the actual consideration for this transfer or value
of the property transferred, whichever is greater,

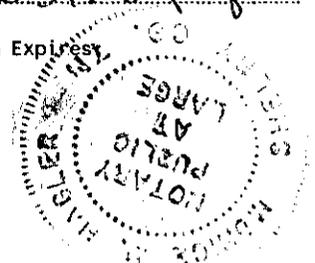
is \$ 194,000.00, which amount is equal to or
greater than the amount which the property
transferred would command at a fair and volun-
tary sale.

Affiant

Subscribed and sworn to before me this
12th day of December, 1997.

Notary Public

My Commission Expires _____



Grantors' Address:

James E. Bray

1605 Pigeon Roost Road
Byhalia, MS 38611
Phone: 901-794-3214
WK: 901-349-2807

Grantees' Address:

C.B. Nix

P.O. BOX 525, Olive Branch, MS 38654
ADDRESS NOT AVAILABLE

Phone: N/A

Part of Lot 2, Allison Place Subdivision in Section 28, Township 2 South, Range 5 West in Plat Book 4, Pages 30-33.

Beginning at a point in the northwest line of Pidgeon Roost Road, said point being a common corner of Lots 1 and 2; thence along said northwest line, South $52^{\circ}44'$ West, 232.70 feet to a point; thence North $41^{\circ}16'$ West, 9.0 feet to a point; thence South $52^{\circ}26'$ West a distance of 46.7 feet to a point; in Lot 3; thence along the line dividing Lots 2 and 3, North $37^{\circ}16'$ West a distance of 831.20 feet to a point; thence South $88^{\circ}40'$ East a distance of 357.6 feet to corner of Lot 1; thence South $37^{\circ}16'$ East a distance of 616.6 feet to the point of beginning.