

WARRANTY DEED

BK 0331 PG 0454

STATE MS.-DESOTO CO.
FILED

APR 10 10 08 AM '98

DUNAVANT ENTERPRISES, INC., a
Tennessee corporation, GRANTOR
TO
COLEMAN-HYNEMAN HOMES, LLC, a
Mississippi limited liability company, GRANTEE

BK 331 PG 454
W.E. DAVIS CH. CLK.

THIS INDENTURE, made and entered into as of the 8th day of April, 1998 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) 99,143,144,145,146,173 and 174, Stone Creek Subdivision, Phase B of
Plum Point Villages Planned Unit Development, in Section 1, Township 2
South, Range 8 West and Section 6, Township 2 South, Range 7 West, DeSoto
County, Mississippi as per plat thereof recorded in Plat Book 57, Pages 26-27,
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 57, Pages 26-27, and Declaration of Covenants, Conditions and
Restrictions in Book 297, Page 530; Amendment to Declaration of Covenants,
Conditions and Restrictions in Book 307, Page 331; Second Amendment to
Declaration of Covenants, Conditions and Restrictions in Book 322, Page 16;
Revised and Restated Second Amendment to Covenants, Conditions and
Restrictions in Book 324, Page 31, all in the office of the Chancery Clerk of
DeSoto County, Mississippi.**

Encroachments and/or Easements:

**Right of Ways, Building Lines and Easements as shown on recorded plat at
Plat Book 57, Pages 26-27.**

**Right of Way to Mississippi Power and Light in Book 46, Page 457; Book 295,
Page 206 and Book 299, Page 702.**

Easement to Plum Point Water Association, Inc., in Book 80, Page 311.

**Sewer Easement to Horn Lake Creek Basin Interceptor Sewer District in Book
290, Page 274.**

Taxes and special assessments for the year ¹⁹⁹⁸~~1997~~, 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; as amended in Book 307, Page 331; Book 322, Page 16 and Book 324, Page 31, 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 8 day of APRIL, 1998, ~~1997~~, 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 Searcy
Notary Public



MY COMMISSION EXPIRES AUG. 8, 2000

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