

** CORRECTION - This warranty deed originally recorded in the Chancery Court Clerk's Office of DeSoto County, Mississippi, is being re-recorded to reflect the correct marital status of the party of the second part as indicated below.
** CORRECTION

WARRANTY DEED

THIS INDENTURE, is made and entered as of the 29th day of September, 1998 by and between Joseph E. Austin d/b/a Austin Quality Homes, parties of the first part, and Robert J. Goetz, III, ~~XXXXXXXXXX~~ party of the second part.

~~XXXXXXXXXX~~
married

WITNESSETH: That for and in consideration of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of ~~SHAWBY~~, State of ~~Tennessee~~ Mississippi. DeSoto

Lot 23, Revised Phase II, Heritage Hills PUD, located in Section 26, Township 1 South, Range 8 West, as shown on plat of said subdivision of record in Plat Book 47, Page 30, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

Parties of the first part received their equitable interest in the above described property by Deed of record under Book 312, Page 760, ~~Registered~~ Office of ~~Shawby~~ County, ~~Tennessee~~ Mississippi. Chancery Clerk's DeSoto

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforescribed real estate; that it has 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 47, Page 30, as well as 1998 City of Southaven and DeSoto County taxes, not yet due and payable, which party of the second part herein assumes and agrees to pay.

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 of the second part, his/her heirs or successors and assigns in fee simple forever.

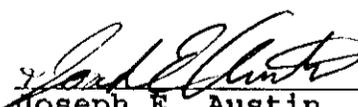
The said parties of the first part do hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforescribed real estate, that they have a good right to sell and convey the same; and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons.

IN WITNESS WHEREOF, parties of the first part have caused this instrument to be executed the day and year first above written.

STATE MS.-DESOTO CO.
FILED

OCT 13 1 19 PM '98

BK 341 PG 310
W.E. DAVIS CH. CLK.


Joseph E. Austin

d/b/a Austin Quality Homes

STATE MS.-DESOTO CO.
FILED

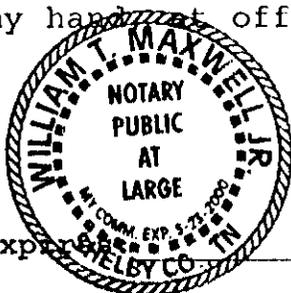
 FEB 4 10 53 AM '99

BK 347 PG 180
W.E. DAVIS CH. CLK.

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County, Joseph E. Austin d/b/a Austin Quality Homes, the within bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand at office, this 29th day of September, 1998.



[Signature]
Notary Public

My commission expires _____

Property Address: 1322 Annesdale Drive, Southaven, Mississippi 38671
Tax Parcel ID No. 1087-2608.0-00023.00

Property Owner: (Purchaser)
Robert J. Goetz, III
1322 Annesdale Drive
Southaven, Mississippi 38671
Residence Tel: (601) 565-7786; Office Tel: (601) 756-8772

Mail Tax Bills:
Community Mortgage Corp.
142 Timber Creek Drive
Cordova, Tennessee 38018

Seller: Joseph E. Austin, d/b/a
Austin Quality Homes, P. O. Box 413
Horn Lake, MS 38637
Office Tel: (601) 393-4408
No Residence Telephone

I, or we, hereby swear or affirm that to the best of affiant's knowledge and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$91,200.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

[Signature]
Affiant

Subscribed and sworn to before me this 29th day of September, 1998.



[Signature]
Notary Public

My commission expires _____

Instrument prepared by & return to:
WILLIAM T. MAXWELL, JR.
Attorney at Law
1789 Kirby Parkway, Suite 2
Memphis, Tennessee 38138
(901) 753-6030