

Oct 14 10 41 AM '99

WARRANTY DEED

THIS INDENTURE, is made and entered as of ~~the 24th day~~ ^{BK 301 PG 196} of September, 1999 by and between Brian K. Patterson, married, party of the first part, and Michael E. Ashe, party of the second part.

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 party of the first part has bargained and sold and does 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 DeSoto, State of Mississippi:

Lot 61, Heritage Hills PUD, Phase 1, Section 26, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 42, Page 7, in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Title to the above-described property is vested in the sole name of Brian K. Patterson. Laura Wilcox Patterson, wife of party of the first part, joins in the execution of this instrument for purposes of conveying any and all of her ownership and marital rights in said property by virtue of her marriage to the said party of the first part.

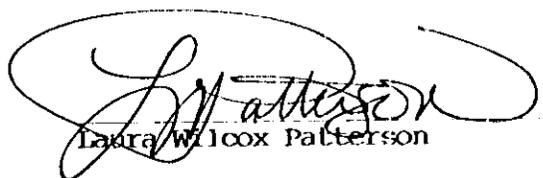
Party of the first part received his/her equitable interest in the above described property by Deed of record under Book 311, Page 425, Register's Office of DeSoto County, Mississippi.

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 aforesaid 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 42, Page 7, rights of way to Mississippi Power and Light in Book 100, Page 515, Book 100, Page 516 and in Book 180, Page 692, as well as except for 1999 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 party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee of the aforesaid real estate, that he/she has 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, party of the first part has caused this instrument to be executed the day and year first above written.

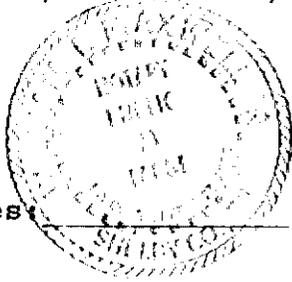

Laura Wilcox Patterson


Brian K. Patterson

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County, **Brian K. Patterson and wife, Laura Wilcox Patterson**, the within bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24th day of September, 1999.



Notary Public

My commission expires _____

Property Address: 1128 Richland, Southaven, Mississippi 38671
Tax Parcel ID No. 1087.2607-00061.00

Mail Tax Bills:
National City Mortgage Co.
3232 Newmark Drive
Miamisburg, Ohio 45342

Property Owner:
Michael E. Ashe
1128 Richland
Southaven, Mississippi 38671

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

Buyer Address & Phone:
Michael E. Ashe
1128 Richland
Southaven, Mississippi 38671
(662) 280-9823 (HM)
(662) 348-6557 (WK)

Seller Address & Phone:
Brian K. Patterson
4161 Poplar Corner Rd
Lake Cormorant, MS 38641
(662) 342-1555 (HM)
(662) 342-1558 (WK)