

STATE MS. - DESOTO CO.
FILED

Dec 3 2 33 PM '99

WARRANTY DEED
(MISSISSIPPI)BK 363 PG 761
W.F. DAVIS CH. CLK.SOUTHAVEN PARTNERS, L.P. and
PINEHAVEN ASSOCIATES
GRANTOR

TO

SHIV-KRUPA, LLC
GRANTEE

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, SOUTHAVEN PARTNERS, L.P., and PINEHAVEN ASSOCIATES, both of which are New York limited partnerships, do hereby sell, convey, and warrant unto SHIV-KRUPA, LLC, the following described property situated in the County of DeSoto, State of Mississippi, together with all improvements and appurtenances thereon more particularly described as follows:

Property being located in Section 24, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, and being more particularly described as follows: *Situated in Northeast Quarter. BL. Kriecher Magids, PLLC*

Beginning at a set iron pin on the west line of Hamilton Road (60' R.O.W.), said pin being 220.5' south of the south line of State Line Road (R.O.W. varies) 78.5' from centerline as measured along said west line, said pin also being the southeast corner of the Franchise Realty Interstate Corporation (Book 108, page 567), said pin also being a point on a curve; thence continuing along said west line and along a curve to the left, having a radius of 301.79 feet and an arc length of 42.96 feet (Chord = S 15° 47' 24" E - 42.93 feet) to a set iron pin, said pin being the northeast corner of the Collis Foods, Inc. property (Book 171, page 393); thence leaving said west line and along the north line of said Collis Foods, Inc. property, N 84° 30' 21" W a distance of 233.07 feet to a set P.K. nail; thence along the west line of said Collis Foods, Inc. property, S 06° 57' 20" W a distance of 37.57 feet to a set P.K. nail; thence S 36° 30' 18" E a distance of 137.50 feet to a set iron pin, said pin being on the north line of the R.L. Stepherson property, said pin also being on the north line of a 150 foot wide Texas Gas Transmission easement (Book 37, Page 61; Book 37, Page 326; Book 46, Page 311 & Book 70, Page 623); thence leaving the west line of said Collis Foods, Inc. property, and along the north line of said Stepherson property and said gas easement, S 56° 43' 00" W a distance of 530.00 feet to a found axle, said axle being the northwest corner of said Stepherson property, said axle also being on the east line of Interstate No. 55; thence along

said east line, N 03°55'24" E a distance of 147.88 feet to a found right-of-way marker; thence N 86°07'21" W a distance of 59.95 feet to a found right-of-way marker; thence N 18°26'40" E a distance of 161.33 feet to a set iron pin, said pin being the southwest corner of the Thomas E. Robertson, Jr. (Trustee) property (Book 267, Page 626); thence leaving said east line and along the south line of said Robertson property, S 71°10'41" E a distance of 87.90 feet to a set iron pin; thence N 56°11'52" E a distance of 297.76 feet to a set iron pin; thence S 84°30'21" E a distance of 3.53 feet to a set iron pin; thence along the east line of said Robertson property N 05°29'05" E a distance of 40.00 feet to a set iron pin, said pin being on the south line of the Shell Oil Company property (Book 59, page 163); thence leaving said east line and along the south line of said Shell Oil Company property and onto the south line of said Franchise Realty Interstate Corporation property, S 84°30'21" E a distance of 247.96 feet to the point of beginning.

This is the same property conveyed to Southaven Partners by deed recorded in Book 277, Page 631. The description was taken from the as-built survey prepared by Reaves, Sweeney, Marcom dated November 22, 1999.

The warranty in this deed is subject to 1999 City of Hernando and County of DeSoto real estate taxes, not yet due and payable, subdivision and zoning regulations in effect in DeSoto County, rights of way and easements for public roads and public utilities, and all restrictive covenants, building lines and easements and other matters of record, including, without limitation, subdivision restrictions, building lines, and easements of record in Plat Book 22, Page 21, in the Office of the Chancery Clerk of DeSoto County, Mississippi; a 10' utility easement to the City of Southaven of record at Deed Book 160, Page 637; a 10' utility easement to Southaven Utility District of record at Deed Book 80, Page 611; that certain restrictive use agreement and non-exclusive road easement respecting a 40' road easement as described in Warranty Deed from The Wicklow Corporation to Collis Foods, Inc., of record at Deed Book 171, Page 393, and as shown in Plat Book 22, Page 21, and referenced in deeds recorded at Deed Book 167, page 383, Deed Book 173, page 201 (re-recorded at Deed Book 173, Page 465) and Deed Book 174, Page 43, all in said Chancery Clerk's Office.

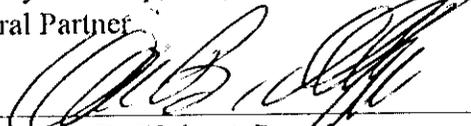
The fee interest in the above-described property is vested in Southaven Partners, L.P. The leasehold title is vested in Pinchaven Associates which joins in this deed to convey whatever rights it may have by virtue of such leasehold estate which is being terminated of even date herewith.

Possession is to be given with delivery of this Deed.

WITNESS our signature, this the 15th day of December, 1999.

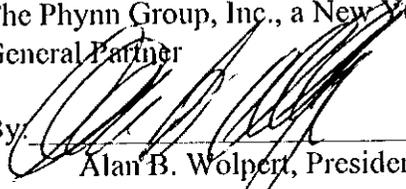
SOUTHAVEN PARTNERS, L.P.

By: The Phynn Group, Inc., a New York corporation,
General Partner

By: 
Alan B. Wolpert, President

PINEHAVEN ASSOCIATES

By: The Phynn Group, Inc., a New York corporation,
General Partner

By: 
Alan B. Wolpert, President

STATE OF NEW YORK
COUNTY OF ~~SUFFOLK~~ NASSAU

Before me, the undersigned Notary Public in the county and state aforesaid, personally appeared Alan B. Wolpert, with whom I am personally acquainted, and who acknowledged himself to be the President of The Phynn Group, Inc., a New York corporation, the general partner of Southaven Partners, L.P., the within named bargainer, and that he as such President of The Phynn Group, Inc., being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President and that The Phynn Group, Inc., as such general partner of Southaven Partners, L.P., being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing its name as the general partner of Southaven Partners, L.P.

WITNESS my hand and official seal this 15th day of December, 1999.


NOTARY PUBLIC

My commission expires: _____

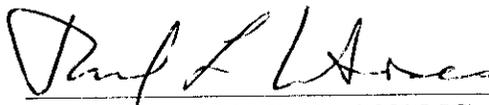
DAVID L. MOSES
NOTARY PUBLIC, State of New York
No. 4745173
Qualified in Nassau County
Commission Expires May 31, 2000

STATE OF NEW YORK

COUNTY OF ~~SUFFOLK~~ *VAUGHAN*

Before me, the undersigned Notary Public in the county and state aforesaid, personally appeared Alan B. Wolpert, with whom I am personally acquainted, and who acknowledged himself to be the President of The Phynn Group, Inc., a New York corporation, the general partner of Pinehaven Associates, the within named bargainor, and that he as such President of The Phynn Group, Inc., being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President and that The Phynn Group, Inc., as such general partner of Pinehaven Associates, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing its name as the general partner of Pinehaven Associates.

WITNESS my hand and official seal this 15th day of December, 1999.



NOTARY PUBLIC

DAVID L. MOSES

NOTARY PUBLIC, State of New York
No. 4745173

Qualified in Nassau County

Commission Expires May 31, 2000

My commission expires: _____

GRANTOR'S ADDRESS:

Alan B. Wolpert, President
The Phynn Group, Inc.
3000 Marcus Avenue, Suite 1W2
New York, NY 11042

(w) 212-613-0030 (w) NA B.R. Krivcher Mays, P.L.C.

THIS INSTRUMENT PREPARED BY:

J. Philip Jones, Esq.
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6000 Poplar Avenue, Suite 340
Memphis, TN 38119-3971

(w) 901-767-5063 B.R. Krivcher Mays, P.L.C.

T: JONESP\SOUTHVN.WD

GRANTEE'S ADDRESS:

3645 Canada Road
Lakeland, TN 38001

*(w) 662-393-4174 B.R. Krivcher Mays, P.L.C.
(w) NA*

RETURN TO:

Leonard C. Dunavant, Jr., Esq.
81 Monroe Avenue
Memphis, TN 38103