

# WARRANTY DEED

THIS WARRANTY DEED made and entered into this day by and between RICHARD G. CISOWSKI, a single person, Grantor, and BRENT A. BROWN and KAREN L. C. BROWN, husband and wife, Grantees,

### WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid by the Grantees to the Grantor, and other good and valuable considerations, and for the further consideration of the assumption and undertaking by Grantees of the balance of that certain indebtedness not to exceed 149449.58, and the other covenants and conditions as contained in that certain Deed of Trust executed by Grantors to ARNOLD WEISS, Trustee for the benefit of PULASKI MORTGAGE COMPANY, dated MAY 29, 1998, and recorded in Land Mortgage Records Book 1003, at Page 413, in the office of the Clerk of the Chancery Court of DESOTO County, Mississippi, the receipt and sufficiency of all of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and warrant, except as hereinafter set forth, unto the Grantees, as tenants by the entirety with full right of survivorship and not as tenants in common, the following described property, together with the improvements, hereditaments and appurtenances thereunto belonging, located in the County of DESOTO, State of MISSISSIPPI, and more particularly described as follows, to-wit:

Lot 198, Section "E", Apple Creek North Subdivision, in Sections 3, Township 2 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 55, Pages 46-47, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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STATE MS.-DESOTO CO.  
FILED P\*

JUN 8 2 40 PM '00

BK 374 PG 250  
W.E. DAVIS, CH. CLK.

STATE MS.-DESOTO CO.  
FILED

MAY 17 9 43 AM '00

BK 323 PG 15  
W.E. DAVIS, CH. CLK.

TO HAVE AND TO HOLD unto the Grantees, their heirs and assigns, in fee simple forever, and free from all liens and encumbrances except for the following exceptions:

- 1) Taxes and assessments for the current year and subsequent years, which are not yet due and payable.
- 2) Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.
- 3) Any and all matters which would be disclosed by an accurate survey of current date and/or an actual inspection of said property.

IN TESTIMONY WHEREOF, witness the signature of the Grantor on this the 11th day of May, 2000.

*Richard G. Cisowski*  
 \_\_\_\_\_  
 RICHARD G. CISOWSKI

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

THIS DAY personally appeared before me, the undersigned authority within and for the State and County aforesaid, RICHARD G. CISOWSKI, a single person, who acknowledged that he/she signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 11th day of May, 2000.

*Ornella R. Buckingham*  
 \_\_\_\_\_  
 NOTARY PUBLIC

(SEAL)

My Commission Expires



• ADDRESS OF GRANTOR:

5959 Hwy 4 EAST  
Home: Ripley MS. 38663  
NONE  
Work: 224-8905

ADDRESS OF GRANTEEES:

2110 TALL TREES DRIVE  
HORN LAKE, MISSISSIPPI 38637  
Home: 662-280-5366  
Work: 901-458-0900

PREPARED BY AND RETURN TO:  
HOLCOMB DUNBAR, P.A.  
P. O. BOX 190  
SOUTHAVEN, MS 38671-0190  
(601) 349-0664

FILE# 800210/STD

## ATTACHMENT TO WARRANTY DEED

GRANTEES HEREIN, as part of the purchase price and consideration for this deed, assume and agree to pay the indebtedness evidenced by that certain deed of trust made by RICHARD G. CISOWSKI to PULASKI MORTGAGE COMPANY which instrument is recorded in the office of the Chancery Clerk of DeSoto County, Mississippi in Book 1003, Page 413. For the same consideration Grantees hereby assume all obligation of RICHARD G. CISOWSKI under the terms of the instruments creating and securing the loan referred to in the deed of trust and also agree to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned. This liability to the Department of Veterans Affairs is under the authority of chapter 37, title 38 of the United States Code. Grantees further agree to the release of any or all prior obligors of the indebtedness above mentioned.

This Warranty Deed is hereby re-executed, re-acknowledged and re-recorded for the purpose of adding the above assumption language as required by the Department of Veterans Affairs.

This the 7<sup>th</sup> day of June, 2000.

*Richard G. Cisowski*  
RICHARD G. CISOWSKI

STATE OF MISSISSIPPI, DeSoto County ss:

On this 7<sup>th</sup> day of June, 2000, personally appeared before me, the undersigned authority in and for said County and State, the within named RICHARD G. CISOWSKI, who acknowledged that he/she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

*Orinda R. Buckingham*  
Notary Public

(SEAL)

My Commission Expires

