

BK 0384 PG 0394

STATE OF MISSISSIPPI

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BK 384 394

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Stewart G. Austin, Jr.
GLANKLER BROWN, PLLC
6000 Poplar Avenue, Suite 100
Memphis, TN 38119
(901) 685-1322

THIS INSTRUMENT PREPARED WITHOUT BENEFIT OF TITLE SEARCH AT THE REQUEST OF GRANTOR AND GRANTEE.

WARRANTY DEED

In consideration of the sum of Ten Dollars (\$10.00), Mary Leatherman Carr; Irene Leatherman Brownlow; Mary L. Carr, Trustee of the Camilla F. Carr Trust dated December 24, 1993; Mary L. Carr, Trustee of the Oscar C. Carr, IV Trust dated December 24, 1993; Irene L. Brownlow, Trustee of the Abbay Leatherman Brownlow Trust dated December 24, 1993; Irene L. Brownlow, Trustee of the Thomas James Tyne Brownlow Trust dated December 24, 1993, (the "Grantor"), hereby convey and warrant their interest in and to the hereinafter described property (the "Property") to Leatherman Family Land Partnership, L.P., a Mississippi limited partnership (the "Grantee"):

See Exhibit A, attached hereto and made a part hereof for a more particular description of said property.

Being the same property partially conveyed to Grantor by Warranty Deed recorded at Book 265, Page 576 in the Chancery Clerk's Office of DeSoto County, Mississippi.

This conveyance and the warranty hereof are made subject to (1) zoning and subdivision regulations of DeSoto County, Mississippi; (2) taxes for the year 2000 which will be prorated between the Grantor and the Grantee; (3) all rights-of-way and easements shown of record; and (4) all rights-of-way and easements which are now located on said land which are not shown of record.

For the same considerations, Grantor hereby quitclaims and conveys to Grantee any and all right, title, claim, or interest which Grantor may have or hold, including any reversionary interest, in the foregoing tract, or with respect to rights-of-way and easements on the land.

Oscar C. Carr, III, spouse of Mary L. Carr, and Girard P. Brownlow, spouse of Irene L. Brownlow, for the consideration herein stated, join herein for the purpose of granting, bargaining, selling, conveying and confirming and do hereby grant, bargain, sell, convey and confirm unto the Grantee, their successors and assigns, all rights, claims and interest of every kind, character and description whatsoever which they now have or may hereafter acquire by virtue of their respective marriages, including but not limited to homestead, dower and any interest in the aforescribed real property as all or a part of an elective share of a surviving spouse.

Witness the signature of the Grantors herein this 4th day of Dec., 2000.

Mary Leatherman Carr

MARY LEATHERMAN CARR

Irene Leatherman Brownlow

IRENE LEATHERMAN BROWNLOW

Mary L. Carr

MARY L. CARR, Trustee of the
Camilla F. Carr Trust
Dated December 24, 1993

Mary L. Carr

MARY L. CARR, Trustee of the
Oscar C. Carr, IV Trust
Dated December 24, 1993

Irene L. Brownlow

IRENE L. BROWNLOW, Trustee of the
Abbey Leatherman Brownlow Trust
Dated December 24, 1993

Irene L. Brownlow

IRENE L. BROWNLOW, Trustee of the
Thomas James Tyne Brownlow Trust
Dated December 24, 1993

Oscar C. Carr, III

OSCAR C. CARR, III

Girard P. Brownlow

GIRARD P. BROWNLOW

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state,
on this 4th day of December, 2000, within my jurisdiction, the within named MARY
LEATHERMAN CARR, who acknowledged that she executed the above and foregoing instrument.

My Commission Expires Oct. 15, 2003

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state,
on this 4th day of December, 2000, within my jurisdiction, the within named IRENE
LEATHERMAN BROWNLOW, who acknowledged that she executed the above and foregoing
instrument.

My Commission Expires Oct. 15, 2003

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of December, 2000, within my jurisdiction, the within named MARY L. CARR, who acknowledged that she is Trustee of the Camilla F. Carr Trust dated December 24, 1993, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires Oct. 15, 2003

[Signature]
NOTARY PUBLIC



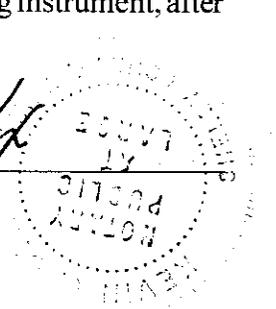
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of December, 2000, within my jurisdiction, the within named MARY L. CARR, who acknowledged that she is Trustee of the Oscar C. Carr, IV Trust dated December 24, 1993, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires Oct. 15, 2003

[Signature]
NOTARY PUBLIC



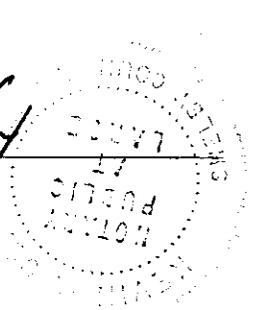
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of December, 2000, within my jurisdiction, the within named IRENE L. BROWNLOW, who acknowledged that she is Trustee of the Abbey Leatherman Brownlow Trust dated December 24, 1993, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires Oct. 15, 2003

[Signature]
NOTARY PUBLIC



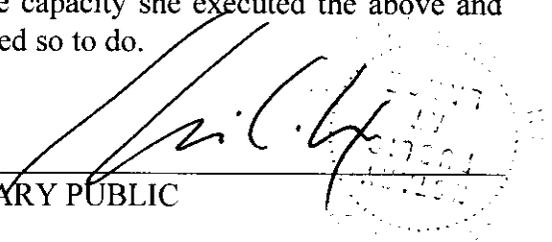
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of December, 2000, within my jurisdiction, the within named IRENE L. BROWNLOW, who acknowledged that she is Trustee of the Thomas James Tyne Brownlow Trust dated December 24, 1993, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires Oct. 15, 2003

NOTARY PUBLIC



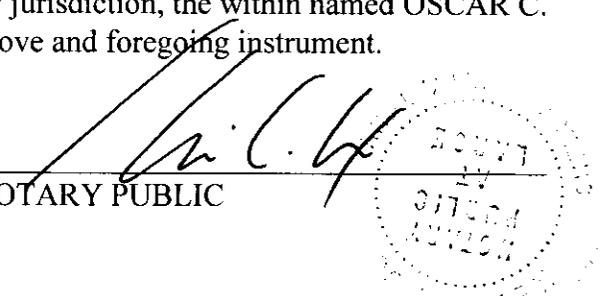
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of December, 2000, within my jurisdiction, the within named OSCAR C. CARR, III, who acknowledged that he executed the above and foregoing instrument.

My Commission Expires Oct. 15, 2003

NOTARY PUBLIC



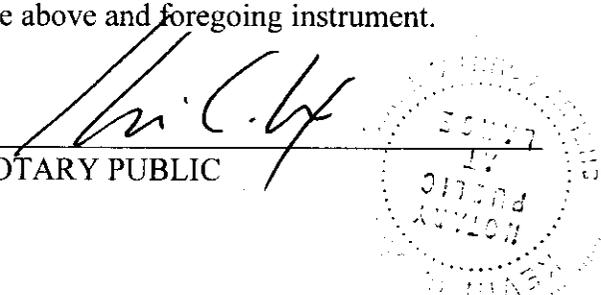
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of December, 2000, within my jurisdiction, the within named GIRARD P. BROWNLOW, who acknowledged that he executed the above and foregoing instrument.

My Commission Expires Oct. 15, 2003

NOTARY PUBLIC



My Commission Expires: _____

Address of Grantor:
% Oscar C. Carr, III
Glankler Brown, PLLC
1700 One Commerce Square
Memphis, TN 38103-2566
(901) 576-1763 (Office)
(901) 458-7748 (Home)

Address of Grantee:
% S. R. Leatherman
3364 Poplar Avenue, Suite 103B
Memphis, TN 38111
(901) 458-2994 (Office)
(901) 327-0782 (Home)

EXHIBIT "A"

The South 100 acres of the 150.9 acres, more or less, of land owned by Mary Carroll Seabrook Leatherman (herein "MCSL") in Section Nineteen (19), Township Two (2) South, Range Nine (9) West in DeSoto County, Mississippi, being more particularly described as follows:

Commencing at the northeast corner of Section Nineteen (19), the northeast corner of property owned by S. R. Leatherman, Jr.; Thence Westwardly along the north line of the Leatherman property, the north line of Section Nineteen (19), a distance of 651.1 feet to the northeast corner of the property owned by MCSL and the northwest corner of the Leatherman property; Thence Southerly along the east line of the MCSL property, a common line with the west property line of Leatherman, and an extension thereof, to the southeast corner of said property, and the northeast corner of property owned by Starlight, Inc. and Moonlight, Inc., the POINT OF BEGINNING of this tract; Thence Westwardly a distance of 1,559.6 feet along the common line between the MCSL property and the Starlight, Inc. and Moonlight, Inc. property, to the southwest corner of the MCSL property and this tract, the northwest corner of the Starlight, Inc. and Moonlight, Inc. property; Thence Northwardly along the west line of the MCSL property, the east line of additional property owned by MCSL, a distance of 2,793.05 feet to the northwest corner of this tract; Thence Eastwardly along the north line of this tract, a distance of 1,559.6 feet, to the northeast corner of this tract, a point in the east line of the MCSL property, and the west line of the Leatherman property; Thence Southwardly along the east line of the MCSL property, and the west line of the Leatherman property, and the extension thereof, a distance of 2,793.05 feet to the point of beginning of this tract, containing in all 100 acres, more or less.

File in NE/4, Section 19-2S-9W
SE/4 Section 19-2S-9W