

020701SF

WARRANTY DEED

THIS INDENTURE, made and entered into this 7th day of February, 2001, by and between TCI Construction, Inc., a corporation organized and existing under and by virtue of the laws of the State of Mississippi, party of the first part, and Byron K. Owens, an unmarried man, and Wendi L. Carpenter, an unmarried woman, as joint tenants with full rights of survivorship and not as tenants in common, parties of the second part,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, 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 parties of the second part the following described real estate, situated and being in the City of Olive Branch, County of DeSoto, State of MS.

Lot 178, Golf Villas of Crumpler Place PUD, Section 32, Township 1 South, Range 6 West as shown on plat of record in Book 65, Pages 38-40, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which reference is hereby made for a more particular description of said property.

Parcel No. 1069-3221.0-00178.00

Being the same property conveyed to Grantor(s) herein as shown in Quit Claim Deed of Record at Book 0379, Page 678 in said Clerk's Office and by Quit Claim Deed being recorded simultaneously herewith.

This conveyance is made subject to: Subdivision restrictions, building lines and easements of record as shown in Plat Book 65, Page 38-40, Restrictive Covenants of record in the land deed records found in Book 348 at Page 308 as modified by amendment approved by the Mayor and Board of Alderman of the City of Olive Branch by order recorded in the land deed records found in Book 350 at Page 316; Declaration of Covenants of record in Book 283, Page 642; Restrictions contained in Reciprocal Easement Agreement recorded in Book 279, Page 318, as amended in book 279, Page 343; Sewer Easement of record in Book 225, Page 269; Easement of record in Book 225, Page 267, as Modified by Partial Extinguishment of Easement in Book 331, Page 130; Ingress-egress easement of record in Book 286, Page 702; Ingress-egress easement of record in Book 297, Page 206; Declarations of Restrictions of record in Book 315, Page 624; Ingress/Egress Easement of record in Book 329, Page 302; Reciprocal Easement and Operation Agreement of record in Book 331, Page 132; Easement of record in Book 332, Page 14; all of the foregoing as recorded in the Office of the Chancery Court Clerk of DeSoto County, Mississippi; and further subject to an unrecorded easement dated March 30, 1998 between Alexander & Peoples, LLC, a Mississippi limited liability company and Desianna Properties, LLC; and further subject to subdivision, health department, zoning and other regulations in effect in DeSoto County, Mississippi, all in said Clerk's Office and 2001 Desoto County Taxes not yet due and payable.

TO HAVE AND TO HOLD the aforesaid real estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said parties of the second part, their heirs, 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 it is lawfully seized in fee of the aforescribed real estate; that it has good right to sell and convey the same; that the same is unencumbered, EXCEPT as setforth above, and that the title and quiet possession thereto it warrants and forever defends against the lawful claims of all persons.

Prepared By/Return To:
SPARKMAN - ZUMMACH, P. C.
Attorneys at Law
Post Office Box 266
Southaven, MS 38671-0266
662-349-6900

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CLK.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

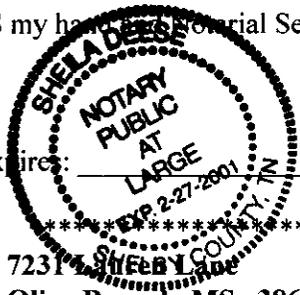
TCI Construction, Inc.

Wesley G. Thompson, President

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, the undersigned, Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Wesley G. Thompson with whom I am personally acquainted, (or proven to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of TCI Construction, Inc., the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal at office this 7th day of February, 2001.



Sheela Deese
Notary Public

My commission expires: _____

Property address: 7231 Lauren Lane
Olive Branch, MS 38654

Grantor's address 7464 Lauren Lane
Olive Branch, MS 38654
Phone No.: 662-893-3599
Phone No.: N/A

Grantee's address 7231 Lauren Lane
Olive Branch, MS 38654
Phone No.: 662 895-2587
Phone No.: 662 895-3530

Mail tax bills to, (Person or Agency responsible for payment of taxes)
Wells Fargo Home Mortgage, Inc.
4456 Corporation Lane, Ste. 100
Virginia Beach, VA 23462

This instrument prepared by:
Southern Escrow Title Company
7515 Corporate Centre Drive
Germantown, TN 38138
(901) 754-2080

File No.: 020701SF

Return to: Sparkman-Zummach, P.C.
P.O. Box 266
Southaven, MS 38671-0266

(FOR RECORDING DATA ONLY)