

STATE MS - DESOTO CO. *ie*

APR 23 4 03
This instrument prepared by *de* *curr.*
Neil Harkavy
ARMSTRONG ALLEN, PLLC
6060 Poplar Avenue, Suite *819*
Memphis, Tennessee 38119
(901) 866-5331

Indexing Instructions:
NE quarter of the NW quarter
Of Section 35, Township *43*
Range 7 West

AR
MAY 1 1 18 PM '01
BK *391* *463*
PK

WARRANTY DEED

THIS INDENTURE, made and entered into on this 20th day of April, 2001, by and between COBBLESTONE, L.P., a Mississippi limited partnership, party of the first part, and LAMAR AUTO PARTNERS, a Tennessee general partnership, (a 22.5910% undivided interest); JEROME MAKOWSKY (a 9.2850% undivided interest) and MARCIA FORTAS LEVY (a 6.1690% undivided interest), as tenants in common, party 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 party of the second part the following described real estate, situated and being in the County of DeSoto, State of Mississippi:

SEE EXHIBIT A ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION, BEING PART OF THE SAME PROPERTY CONVEYED TO GRANTOR HEREIN BY WARRANTY DEEDS OF RECORD IN DEED BOOK 376, PAGE 42, DEED BOOK 376, PAGE 43 AND DEED BOOK 376, PAGES 42 AND 43, IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

THIS WARRANTY DEED IS BEING RECORDED TO ESTABLISH OWNERSHIP INTEREST AS TENANTS IN COMMON IN THE PROPERTY PER THE FOLLOWING:

COBBLESTONE, L.P.	61.9750%
LAMAR AUTO PARTNERS, a Tennessee general partnership,	22.5910%
MARCIA FORTAS LEVY	6.1690%
JEROME B. MAKOWSKY	9.2650%

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, 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 a good right to sell and convey the same; that the same is unencumbered, except for the following:

- (a) 2001 City of Southaven and 2001 DeSoto County, Mississippi taxes, not yet due and payable, which second party agrees to pay;
- (b) General Restrictions, building lines and easements of record in Plat Book 71, Page 42;
- (c) Right of Way Easement to the Mississippi Power and Light Co. in Deed Book 41, Page 218;
- (d) Right of Way Easement to the Mississippi Power and Light Co. in Deed Book 50, Page 568;
- (e) Waterline Easement to the Pleasant Hill Water Association, Inc. in Deed Book 357, Page 495;
- (f) Waterline Easement to the Pleasant Hill Water Association, Inc. in Deed Book 357, Page 497;

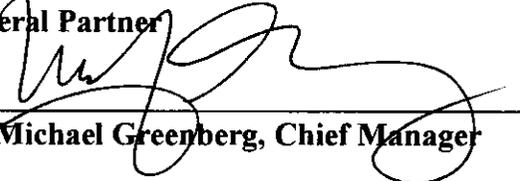
all in the Office of the Chancery Clerk of DeSoto County, Mississippi, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, 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.

COBBLESTONE, L.P.
a Mississippi limited partnership

BY: MRG, LLC,
General Partner

BY: 
Michael Greenberg, Chief Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

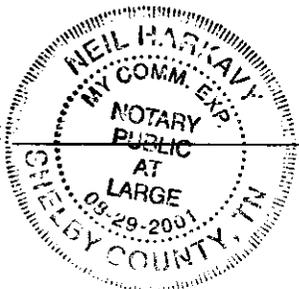
Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Michael Greenberg, with whom I am personally acquainted (or proved to be me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of MRG, LLC, General Partner (or other officer authorized to execute the instrument) of COBBLESTONE, L.P., the within named bargainer, a Tennessee partnership, and that he as such Chief Manager of MRG, LLC, General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such Chief Manager of the General Partner.

WITNESS my hand and official seal at office this 20 day of April, 2001.



Notary Public

My commission expires:



Property: vacant land

Grantor:

Cobblestone, L.P.
c/o Makowsky Ringel Greenberg, LLC
1010 June Road
Memphis, Tennessee 38119
Attn: Michael Greenberg
(901) 683 2220

Grantee:

Lamar Auto Partners
c/o Jerome Makowsky
1010 June Road
Memphis, Tennessee 38119
(901) 683 2220

Jerome B. Makowsky
1010 June Road
Memphis, Tennessee 38119
(901) 683 2220

Marcia Fortas Levy
6489 Robbins Ridge Lane
Memphis, Tennessee 38119
(901) 683 1610

EXHIBIT A TO WARRANTY DEED

PROPERTY IN DESOTO COUNTY, MISSISSIPPI:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MISSISSIPPI HIGHWAY NO. 302 WITH THE CENTERLINE OF GETWELL ROAD, SAID POINT BEING THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 7 WEST; THENCE S89°45'31"E A DISTANCE OF 2,083.62 FEET TO A POINT; THENCE S 00°14'29"W A DISTANCE OF 89.88 FEET TO THE POINT OF BEGINNING; THENCE N84°54'19"E A DISTANCE OF 162.50 FEET TO A POINT; THENCE S89°57'48"E A DISTANCE OF 175.08 FEET TO A POINT; THENCE S82°24'03"E A DISTANCE OF 63.61 FEET TO A POINT; SAID POINT BEING IN THE WEST RIGHT-OF-WAY LINE OF COBBLESTONE BOULEVARD; THENCE S01°49'10"E ALONG THE RIGHT-OF-WAY LINE OF COBBLESTONE BLVD. A DISTANCE OF 328.94 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AN ARC DISTANCE OF 32.05 FEET TO A POINT, SAID POINT BEING IN THE NORTH RIGHT-OF-WAY LINE OF COBBLESTONE NORTH; THENCE S89°59'08"W ALONG THE NORTH RIGHT-OF-WAY LINE OF COBBLESTONE NORTH A DISTANCE OF 185.53 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AN ARC DISTANCE OF 84.76 FEET; THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE OF COBBLESTONE NORTH N32°23'26"W A DISTANCE OF 55.54 FEET TO A POINT; THENCE S89°59'08"W A DISTANCE OF 239.94 FEET TO A POINT; THENCE N00°00'50"W A DISTANCE OF 339.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 198,401 SQUARE FEET OR 4.555 ACRES, MORE OR LESS.

Being part of the following described property:

Lots 3 and 4, Section A, Final Plat, The Offices of Cobblestone Subdivision in Section 34, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 71, Page 42, in the Office of the Chancery Clerk of DeSoto County, Mississippi.