

STATE OF MISSISSIPPI

South DeSoto Estates Subdivision Lot # 9

COUNTY OF DeSoto

15th Day of September, 2000

STATE MS.-DESOTO CO.
FILED

WARRANTY DEED - Corrected

MAY 21 4 57 PM '01

Magnolia Properties, L.P.

To

BK 392 PG 537
W.F. CLK.

Milton E.& Patty A. Hall, JTWROS

FOR AND IN CONSIDERATION of the sum of \$32,995.00 of which \$195.00 is cash in hand paid, the balance being evidenced by a Promissory Note secured by a Purchase Money Deed of Trust, I, Magnolia Properties, L.P. does hereby convey and warrant unto Milton E.& Patty A. Hall, JTWROS, the following described real estate lying and being situate in DeSoto County, Mississippi, to-wit:

Located in Section 35, Township 3 South, Range 6 West,, DeSoto County MS. Lot # 9 of South DeSoto Estates Subdivision according the plat recorded in Plat file{s} Book 67, Page 19 in the Office of the Chancery Clerk of DeSoto County, Mississippi, and containing 1.89 acres, more or less.

The Promissory Note is in the original amount of \$32,800.00 and is secured by a Purchase Money Deed of Trust.

Also, Magnolia Properties, L.P. quitclaims a proportionate interest in a well{s} waterlines, easements, and the entire water system; subject to the proportionate interests of all other Lot owners, and to the agreement with the other Lot owners as to connection and maintenance charges.

Grantee assume payments of all taxes.

Subject to all road rights of ways, utility easements, and a 50 foot strip of land parallel to all roads for public and private telephone, electric, and water lines. Subject to all Governmental Regulations in effect in the State of Mississippi and DeSoto County.

Deed - Page 1 of 2

STATE MS.-DESOTO CO.

APR 27 4 23 PM '01

BK 391 PG 389
W.F. CLK.

239 SDE 9

Warranty Deed Continued -Corrected

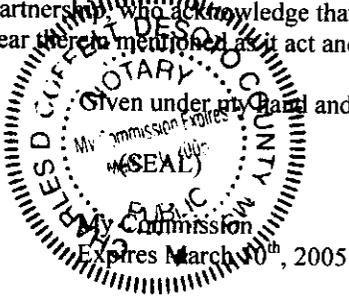
Subject to the following restrictions and those stated on the recorded plats.

- a. Lot shall be used for any other purpose than single family residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other one dwelling, and a private garage for not more than three vehicles, and separate detached building incidental to residential use. Two or more lot lines may be disregarded and the utility easements be automatically revoked (unless in use). In the event such lots are combined, under one ownership for use as a single lot, no part of the combined lot may be sold or conveyed except the original size of the lots before being combined. No single lot may be subdivided into two or more lots for the purpose of building another dwelling. An easement is reserved for existing utilities until they are relocated.
- b. There will be a minimum of 1,600 Sq. Ft. of living area in each dwelling. Temporary structures such as travel trailer or motor homes may be used for one year for the purpose of building a permanent residence, provided they meet the DeSoto County Planning Commission and Health department approval. Basements, tents, shacks, garages, barns or other structures may not be used as a temporary residence for any purpose.
- c. No obnoxious or offensive trade or activity may be permitted on any lot nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on any lot. Trash, garbage and other waste or rubbish shall be promptly disposed of.
- d. Only 2 out buildings shall be permitted on any lot (including garages, barns, utility buildings and storage sheds). A 50 foot minimum set back on all buildings.
- e. No vehicle of any kind shall be kept in the subdivision unless it displays a current license plate and inspection sticker, except for tractor(s) used for property maintenance only. No junk cars or trucks or any mechanical devices that are in need of major repair shall be kept on any lot at any time for any purpose.
- f. No animals, livestock or poultry of any kind shall be raised, or kept on any lot, except that dogs, cats, ponies, horses and other pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. Ponies and horses shall be limited to a combined total of one per acre. Appropriate buildings may be built for these with the developers approval.

WITNESS MY SIGNATURE, this the ^{20th Day of April 2001} ~~15th Day of September 2000~~ TD Thomas D. Coffelt
 Magnolia Properties, L.P., Grantor by
 Thomas D. Coffelt, G.P.

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, Thomas D. Coffelt, General Partner of the seller, the above named Magnolia Properties, L.P., a Limited Partnership, who acknowledge that on its behalf, he signed, sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed, being first authorized so to do.



Given under my hand and official seal of office, this the 20th day of April, 2001.

Charles D. Coffelt
 Notary Public

GRANTOR: Magnolia Properties, L.P. Tax ID # 64-0824929
 Thomas D. Coffelt, G.P. Phone (662)-895-3829 TD
 8544 Caroma # 14 Olive Branch, Mississippi 38654

GRANTEE: Milton E. Hall SS# 408-92-3470
 Patty A. Hall SS# 430-08-4942
 7025 Westbranch St.
 Olive Branch, MS 38654 Phone (662) 890-6096 TD

Deed Prepared by and return to: Thomas D. Coffelt, G.P.
 Magnolia Properties, L.P. 8544 Caroma # 14 Mississippi 38654 (662)-895-3829