

WARRANTY DEED

This Deed of Conveyance is this day made by the undersigned CROSS CREEK NORTH, LLC, a Mississippi Limited Liability hereinafter referred to as the GRANTOR, and JEFFERY W. SHOFFNER and wife, KAMI SHOFFNER, hereinafter referred to as the GRANTEEES, WITNESSETH THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the GRANTEEES to the GRANTORS, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the GRANTOR, CROSS CREEK NORTH, LLC, a Mississippi Limited Liability Company the GRANTOR does hereby and by these presents sell, convey, and warrant unto JEFFERY W. SHOFFNER and wife, KAMI SHOFFNER, the GRANTEEES, as tenants by the entirety with full rights of survivorship and not as tenants in common the hereinafter described real property located in the City of Hernando, DeSoto County, Mississippi, and being described as follows, to-wit:

Lot 21, Section "E", CROSS CREEK SUBDIVISION, in Section 12, Township 3 South, Range 8 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 57, Page 25, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The foregoing covenant of warranty is made subject to rights of ways and easements for public roads and public utilities, subdivision and zoning regulations in effect in the City of Hernando, DeSoto County, Mississippi; and to any prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property; and further subject to all the restrictive covenants, building restrictions and easements of record including but not limited to those found with the recorded plat of said subdivision in Plat Book 57, Page 25 and to any applicable recorded rights of way to Entergy MS, Inc./ Mississippi Power & Light Co. all of the preceding being recorded in the office of the Chancery Clerk of DeSoto County, Mississippi.

Taxes and assessments against said property for the year 2001 shall be prorated as of the date of this deed and taxes and assessments for the year 2002 shall be the sole responsibility of the GRANTEEES, and/or

STATE MS. - DESOTO CO.
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their successor's in interest and all subsequent years are hereby excepted from the foregoing covenant of warranty.

WITNESS the signature of the GRANTOR on this the 26th day of June 2001.

CROSS CREEK NORTH, LLC

BY: Jody Bailey
JODY BAILEY, VICE PRESIDENT OF NORTH RIVER MGT., INC., MANAGER for CROSS CREEK NORTH, LLC

STATE OF MISSISSIPPI
COUNTY OF DESOTO

~~26th~~ Personally appeared before me, the undersigned authority in and for the said county and state, on this the ~~26th~~ day of June, 2001, within my jurisdiction, the within named JODY BAILEY, who acknowledged that he is the VICE PRESIDENT of North River Mgt., Inc., Manager for Cross Creek North, LLC, and that for and on behalf of Cross Creek North, LLC, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES SEPT 24, 2003

(SEAL)

GRANTORS' ADDRESS:
100 Depot Drive, Suite B
Madison, MS 39110
RES. TEL.: N/A
BUS. TEL.: N/A

GRANTEES' ADDRESS:
5345 Wedgewood Dr.
Olive Branch, MS 38654
RES. TEL.: N/A
BUS. TEL.: N/A



Prepared by:

KENNETH E. STOCKTON
ATTORNEY AT LAW
5 WEST COMMERCE STREET
HERNANDO, MS 38632
662-429-3469

2001-122

THIS INSTRUMENT IS BEING RE-RECORDED FOR THE PURPOSES OF
CORRECTING THE SUBDIVISION SECTION.