

GRANTOR: Mississippi Realty Tax Financing Co., LLC

BK 0424 PG 0531  
GRANTEE: National City Mortgage Corporation

QUITCLAIM DEED

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

FOR AND IN CONSIDERATION OF THE SUM OF ten dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, **Mississippi Realty Tax Financing Co., LLC**, a Mississippi limited liability company, hereinafter referred to as Grantor, does hereby convey, assign and quitclaim unto **National City Mortgage Corporation**, hereinafter referred to as Grantee, all of its right, title and interest in that certain parcel situated in Desoto County Mississippi, to wit:

S/T/R: 1-2-8 LOT#: 256, ROSS POINTE PUD SEC D, PLAT BOOK 68, PAGE 9  
PARCEL NO. 2081-0105.0-00256.00

The purpose of this conveyance is to quitclaim "as is", "where is" any interest Grantor may hold in the above described property by virtue of a Desoto County ad valorem 1998 tax sale maturity to U.S. PUBLIC FINANCE, A DELAWARE CORPORATION, AS SUCCESSOR TRUSTEE FOR ADVANTAGE 99B, A DELAWARE TRUST A/K/A ADVANTAGE 99B in Book 400, Page 148 therein after conveyed to Mississippi Realty Tax Financing Co., LLC in Book 410, Page 635-636. In no way shall this instrument be construed as to convey or cover any rights of Grantor arising out of tax sales subsequent to 8/30/1999. **Furthermore, Grantee herein assumes responsibility for any and all city and/or county property taxes due for tax years 1999, 2000 and 2001, as well as for any other taxes and/or assessments and/or liens which are due or may become due on the above described parcel.**

This Quitclaim Deed and Assignment is made subject to any outstanding property assessments, charges, claims, back or current unpaid property taxes, liens, lis pendens, encumbrances, pending litigation and/or suits, deficiencies of any kind, other clouds of title, and/or other items existing, whether or not filed of record. Furthermore, said Quitclaim is made subject to any and all valid and outstanding oil, gas, and mineral leases, exceptions, easements, reservations, conveyances, all power line easements, and/or other easements or rights of way of record in the Office of the Chancery Clerk of the aforementioned state and county.

The Grantee has thoroughly inspected, examined and accepts the parcel, and it's title, along with any existing structures, improvements, and appurtenances thereunto belonging, if any, and is purchasing same in "as is," "where is," condition, without any warranty whatsoever. In addition, Grantee understands that Grantor, its agents, successors and/or assigns, have not made any representations or warranties, either expressed or implied, regarding this parcel. Furthermore, Grantee understands that it is purchasing said parcel based on Grantee's sole judgment and diligent inquiry.

It is understood and agreed by the Grantee that this is an "as is," "where is," quitclaim conveyance by Grantor. Grantor does not in any way warrant title. Grantor makes no representation, warranty, or certification to the Grantee, of any kind, regarding ownership and/or possession of, or title to, and/or suitability or fitness of the above described parcel. By acceptance of this deed, as evidenced by its recording, Grantee affirms and accepts, without reservations, the content of this document and expressly agrees to indemnify and hold Grantor, its agents, successors and/or assigns harmless from any and all claims, (whether made by the Grantee, its agents, successors, assigns, or any other party), regarding any deficiency in title to the above described parcel, any deficiency as

to the condition of the property and/or any improvements which may exist on said parcel, as well as to any deficiency in any tax sale procedure conducted by any taxing authority as to this parcel.

If bounded by water, the quitclaim granted herein shall not extend to any part of the above described property which is tideland or coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act and this conveyance includes any natural accretion and is subject to any erosion due to the action of the elements.

The preparer of this instrument, as well as Grantor, assumes no liability for the state of the title or any inaccuracy of the legal description.

Witness our signature, this the 17th day of July, 2002.

Mississippi Realty Tax Financing Co., LLC

By: T. Mitchell Kalom  
T. Mitchell Kalom, Managing Director

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 17th day of July, 2002, within my jurisdiction, the within named, T. Mitchell Kalom, who acknowledged that he is Managing Director of Mississippi Realty Tax Financing Co., LLC, and that for and on behalf of the said limited liability company, and as its act and deed he executed and delivered the above and foregoing instrument, after first having been authorized so to do.

Janet S. Saelens  
NOTARY PUBLIC



**Grantor:**  
Mississippi Realty Tax Financing Co., LLC  
P. O. Box 527  
Biloxi, MS 39533  
(228) 436-0026  
Internal Property Reference # 2619

**Grantee's Address:**  
National City Mortgage Corporation  
3232 Newmark Drive  
Miamisburg, OH 45342  
(937) 910-1908

STATE MS.-DESOTO CO.  
FILED

JUL 22 1 22 PM '02

BK 424 PG 531  
W.E. DAVIS CH. CLK.

**TITLE NOT EXAMINED - NO SURVEY PROVIDED**

INDEXING INSTRUCTIONS:

S/T/R: 1-2-8 LOT#: 256, ROSS POINTE PUD SEC D, PLAT BOOK 68, PAGE 9

Prepared (Without Title Opinion) By: Mississippi Realty Tax Financing Co., LLC, P. O. Box 527, Biloxi, MS 39533 (228) 436-0026 sales@americanpublicrealty.com