

**WARRANTY DEED**

This Deed of Conveyance is this day made by the undersigned HAWKS CONSTRUCTION & DEVELOPMENT, INC., hereinafter referred to as the GRANTOR, and HALL BUILDERS, INC, hereinafter referred to as the GRANTEE, WITNESSETH THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the GRANTEES to the GRANTORS, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the GRANTOR, HAWKS CONSTRUCTION & DEVELOPMENT, INC., the GRANTOR does hereby and by these presents sell, convey, and warrant unto HALL BUILDERS, INC., the GRANTEE, the hereinafter described real property located in the City of Hernando, DeSoto County, Mississippi, and being described as follows, to-wit:

Lot 28, Ivy Manor Subdivision, Phase III, as situated in Section 23, Township 3 South, Range 8 West, DeSoto County, Mississippi as found at Plat Book 88 Page 48 in the Office of the Chancery Clerk of DeSoto County, Mississippi and to which plat reference is hereby made for a more particular description of said lot.

The foregoing covenant of warranty is made subject to the following: all rights of ways and easements for public roads and public utilities, including but not limited to that certain easement in favor of Cane Mussacuna Creek Watershed Drainage District of Hernando as found at Deed Book 60, Page 51; all subdivision and zoning regulations in

*Stackton*

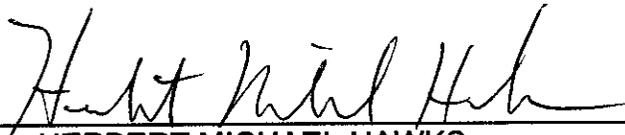
effect in the City of Hernando, DeSoto County, Mississippi; and to any prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property. That additionally, this conveyance is subject to all restrictive covenants, building restrictions and easements of record including but not limited to those as found with the recorded plat of said subdivision and those as found at Deed Book 222 Page 814 and Deed Book 479 Page 534 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Taxes and assessments against said property for the year 2005 shall be prorated as of the date of this deed and taxes and assessments for the year 2006 shall be the responsibility of the GRANTEE, and/or it's successor's in interest and all subsequent years are hereby excepted from the foregoing covenant of warranty.

Possession shall be given upon delivery of this deed.

WITNESS the signature of the GRANTOR on this the 11th day of March, 2005.

**HAWKS CONSTRUCTION & DEVELOPMENT, INC.**

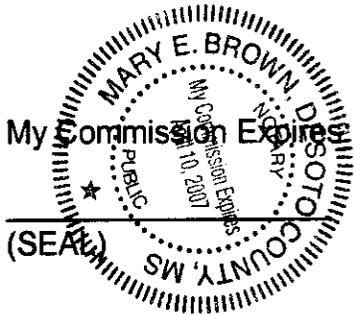
  
BY: HERBERT MICHAEL HAWKS  
Title: PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Herbert Michael Hawks, personally known to me to be the President of Hawks Construction & Development, Inc., who acknowledged before me that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Hawks Construction & Development, Inc., having been first duly authorized so to do.

GIVEN under my hand and official seal this the 11th day of March 2005.

*Mary E. Brown*  
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NOTARY PUBLIC



GRANTORS' ADDRESS:  
P.O. Box 159  
Hernando, MS 38632  
RES. TEL.: N/A  
BUS. TEL.: 662-429-3334

GRANTEES' ADDRESS:  
1717 Tara Lakes Drive  
Hernando, MS 38632  
RES. TEL.: N/A  
BUS. TEL.: N/A

Prepared by:  
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