

**WARRANTY DEED**

**THIS INDENTURE**, made and entered into on this 27th day of May, 2005, by and between GPD, A TENNESSEE GENERAL PARTNERSHIP, party of the first part, and COOPER REALTY INVESTMENTS, INC., AN ARKANSAS CORPORATION, party of the second part.

\*successor in interest to GPD, LLC, a Tennessee limited liability company, dissolved by Articles of Termination, filed on December 28, 1999, with the Secretary of State of Tennessee

**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, to wit:

Tract 1:

Lot 1, Final Plat of One Lot Hoover Plaza Subdivision in Section 35, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, as shown by plat thereof appearing of record in Plat Book 65, Page 6, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Being the same property conveyed to party of the first part herein by Warranty Deed of record in Book 346, Page 93, in said Clerk's Office.

Tract 2:

Lot 2, First Addition to Final Plat of Hoover Plaza Subdivision in Section 35, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 68, Page 29, in said Clerk's Office.

Being the same property conveyed to party of the first part herein by Warranty Deed of record in Book 360, Page 320, as corrected in Correction Warranty Deed of record in Book 490, Page 685, in said Clerk's Office.

The property herein conveyed is subject to the following:

- (a) 2005 DeSoto County taxes and 2005 City of Olive Branch taxes, not yet due and payable.
- (b) Restrictions and building lines of record in Plat Book 65, Page 6, and in Plat Book 68, Page 29, both in the Chancery Clerk's Office of DeSoto County, Mississippi.
- (c) Utility easements of record in Plat Book 65, Page 6 and Book Plat Book 68, Page 29, in said Clerk's Office.
- (d) Rights of access to adjoining road granted in Warranty Deed of record in Book 267, Page 516, in said Clerk's Office.

**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, its 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 aforesaid real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except as set out hereinabove; 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.

GPD, A TENNESSEE GENERAL PARTNERSHIP

By: Joseph W. Mirabile, Managing  
Joseph W. Mirabile, Managing General Partner

General Partner

Glankier  
Brown  
em

STATE OF ~~TENNESSEE~~ *Florida*  
COUNTY OF ~~SHELBY~~ *Escambia*

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Joseph W. Mirabile, within my jurisdiction, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing General Partner (or other officer authorized to execute the instrument) of GPD, A TENNESSEE GENERAL PARTNERSHIP, the within named bargainer, and that he, as such Managing General Partner, being authorized so to do, executed the foregoing instrument on behalf of GPD, A TENNESSEE GENERAL PARTNERSHIP, by himself as such Managing General Partner.

WITNESS my hand at office this 27 day of May, 2005

*Sandra Anne Meadows*  
Notary Public

My Commission Expires: Aug 14 - 2006



Sandra Anne Meadows  
MY COMMISSION # DD113806 EXPIRES  
August 14, 2006  
BONDED THRU TROY FAIR INSURANCE, INC

PROPERTY ADDRESS:

S/W corner Hacks Cross and Highway 302,  
Lots 1 and 2,  
Hoover Plaza  
Southaven, Tennessee

Grantee:

COOPER REALTY INVESTMENTS, INC., AN ARKANSAS  
CORPORATION  
903 No. 47th Street  
Rogers, Arkansas 72756  
(Phone) *N/A*

MAIL TAX NOTICES TO:

Owner at above address.

Grantor:

GPD, A Tennessee General Partnership  
6805 Whitten Bend Cove  
Memphis, TN 38133  
Phone (901) 321 3200

THIS INSTRUMENT PREPARED BY:

NEIL HARKAVY  
HARKAVY SHAINBERG KAPLAN & DUNSTAN PLC  
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RETURN TO:

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T.G. No. NCS-118822-MEM

Tax Parcel No.: 1067-3532.0-00001.00 and  
1067-3532.0-00002.00

File No. 05053909