

~~STEPHEN~~
STEVEN J. VANSICKLE, ET. UX., GRANTORS

TO

DEED

ROGER B. HARRINGTON, ET. UX., GRANTEES

For and in consideration of two thousand dollars (\$2,000.00) cash and other good and valuable considerations receipt of which is acknowledged, we ^{Stephen} Steven J. Vansickle and wife, Sandra S. Vansickle sell and convey to Roger B. Harrington and wife, Jacklyn J. Harrington as tenants by the entirety with rights of survivorship and not as tenants in common the land in DeSoto County, Mississippi described as follows, to-wit:

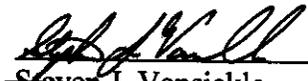
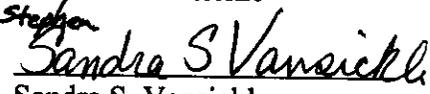
0.11 acres more or less located in the northern part of lot 67, Bridgmoore Subdivision, Section ~~2~~, as shown by the Plat recorded in Plat Book 75, Page 6 in the office of the Chancery Clerk of said County in Section 22, Township 2 South, Range 7 West DeSoto County, Mississippi more particularly described as follows:

beginning at the northeast corner of lot 67 of said subdivision; thence south 68° 19 minutes 17 seconds east 400.64 feet along the south line of lot 66 of said subdivision to a point; thence along a curve to the right having a chord bearing south 21° 37 minutes 05 seconds west and a chord distance of 4.23 feet and a radius of 1,025.00 feet and an arc length of 4.23 feet; thence north 70° 43 minutes 16 seconds west 390.29 feet to a point; thence north 05° 47 minutes 48 seconds west 23.20 feet to the point of beginning.

A survey of the parcel conveyed hereby prepared by Smith and Forsythe Surveying, Inc. dated June 26th, 2006 will be filed and recorded with this Deed.

Also attached to this Deed is a Party Wall Agreement for maintenance of the concrete block wall on the boundary between lots 66 and 67 as provided in this Deed will be recorded with this conveyance.

Executed this 5 day of Aug, 2006.


Steven J. Vansickle
Stephen

Sandra S. Vansickle

WBS

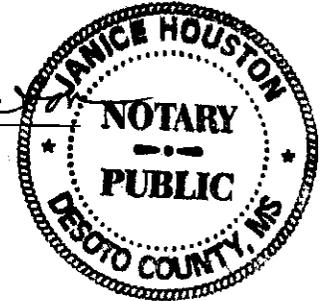
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**STATE OF MISSISSIPPI
COUNTY OF DeSOTO**

This day personally appeared before me, the undersigned authority in and for said County and State, the within named ^{Sandra} Steven J. Vansickle and wife, Sandra S. Vansickle, who acknowledged signing and delivering the above and foregoing Deed on the day and year therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 5th day of August, 2006.

Janice Houston
Notary Public



8-25-06
My Commission Expires

Sellers Address: 2607 West Wind Drive, Nesbit, MS 38651
Hm: 662-449-2611 Business: N/A

Buyers Address: 2021 West Wind Drive, Nesbit, MS 38651
Hm: 662-449-1658 Business: 256-614-6281

Prepared By:
Joel P. Walker,
Walker Brown & Brown
PO Box 276
2540 Hwy 51 South
662-429-5277
662-429-5280 fax
T:\JOEL\jpw vansickle-harrington deed.doc

Indexing Instructions:

Index in lot 67 and lot 66 Bridgmoore Subdivision, Section 8, Plat
Book 75, Page 6 in Section 22, Township 2 South, Range 7 West DeSoto
County, MS.

PARTY WALL AGREEMENT

This agreement made this 5th day of Aug 2006 between ^{Stephen} Steven J. Vansickle and wife Sandra S. Vansickle (Sellers) and Roger B. Harrington and wife Jacklyn J. Harrington (Buyers);

Whereas in consideration of \$2,000 cash paid the Sellers have conveyed to the buyers a strip of land, shown on the plat attached, along the south line of Lot 66 in the Section C, Bridgmoore Subdivision, Plat Book 75 Page 6 in Section 22, Township 2 South, Range 7 West, Desoto County, Mississippi, a copy of the Deed is attached hereto, and

Whereas the new common property land between the parties runs along the center line of an existing concrete block retainer wall approximately 12 feet high, and

Whereas the parties agree that each will share the cost of maintaining the party wall as herein set out:

Therefore the parties agree as follows:

1. That the present and future owners of Lots 66 and 67 in Section C, Bridgmoore Subdivision, Plat Book 75, Page 6 in Section 22, Township 2 West, Range 7 West Desoto County, Mississippi will share equally the cost of maintaining the concrete block retaining wall on the common property line between the lots.
2. The parties will agree from time to time on repairs to be made and will each contribute one half (1/2) of the cost of repairs as the same are made.
3. In the event of a disagreement on the need or extent of repairs the parties agree to employ an engineer or other expert experienced in such matters as agreed upon by the parties to advise and consult with them and agree to follow the advice and recommendations of the engineer and to pay the fee of the engineer and share the cost of repair equally between them.
4. Any damage to the retaining wall caused by the negligence of one of the parties or damage covered by either parties insurance will not be a shared cost. Such damage will be repaired at the cost of the responsible party.

5. This agreement will be binding upon and will inure to the benefit of future and present owners of Lots 66 and 67 in said subdivision and may be recorded in the deed records of DeSoto County, Mississippi.

Reference is made to the Encroachment Agreement date April 15, 2003 Recorded in Deed Book 442 Page 37 in the office of the Chancery Clerk of DeSoto County, Mississippi referring to a driveway encroachment on Lot 67. The driveway encroachment is located within the strip of land conveyed by Vansickle to Harrington.

Executed the 5th day of Aug 2006

Stephen J. Vansickle
Stephen J. Vansickle

Sandra S. Vansickle
Sandra S. Vansickle

Roger B. Harrington
Roger B. Harrington
Jacklyn J. Harrington
Jacklyn J. Harrington

Sellers Address: 2607 West Wind Drive, Nesbit, MS 38651
Home: 662-449-2611 Business: N/A

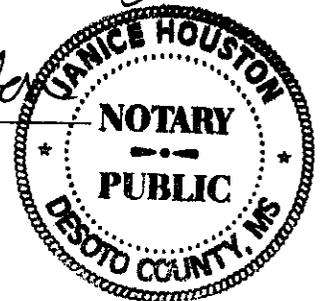
Buyers Address: 2021 West Wind Drive, Nesbit, MS 38651
Home: (662) 449-1658 Business: (256) 614-6281

**STATE OF MISSISSIPPI
COUNTY OF DeSOTO**

This day personally appeared before me, the undersigned authority in and for said County and State, the within named ~~Steph~~ Stephen J. Vansickle and wife Sandra S. Vansickle, who acknowledged signing and delivering the above and foregoing Agreement on the day and year therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 5th day of August 2006.

Janice Houston
Notary Public



8-25-06

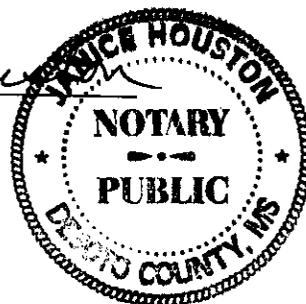
My Commission Expires

**STATE OF MISSISSIPPI
COUNTY OF DeSOTO**

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Roger B. Harrington and wife Jacklyn J. Harrington, who acknowledged signing and delivering the above and foregoing Agreement on the day and year therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 5th day of August, 2006.

Janice Houston
Notary Public

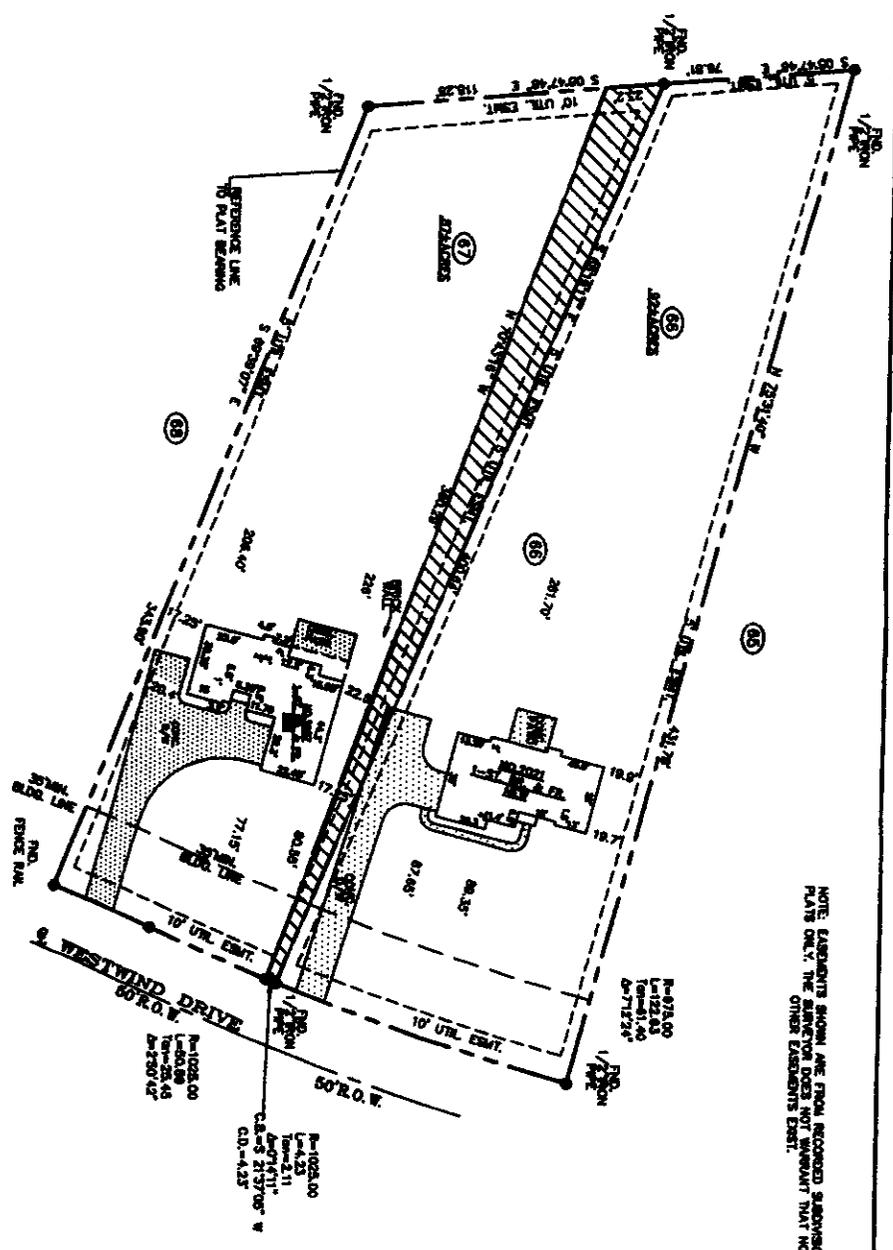


8-25-06

My Commission Expires

LEGAL DESCRIPTION OF 0.11, MORE OR LESS, ACRES OF LAND BEING LOCATED IN THE NORTHERN PART OF LOT 67, BRIDGEMOORE SUBDIVISION, SECTION 22, T-2-S, R-7-W, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI:

BEGINNING AT THE NORTHEAST CORNER OF LOT 67 OF SAID SUBDIVISION; THENCE SOUTH 68 DEGREES 19 MINUTES 17 SECONDS EAST 400.84 FEET ALONG THE SOUTH LINE OF LOT 66 OF SAID SUBDIVISION TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING SOUTH 21 DEGREES 37 MINUTES 05 SECONDS WEST AND A CHORD DISTANCE 4.23 FEET AND A RADIUS 1025.00 FEET AND A ARC LENGTH OF 4.23 FEET; THENCE NORTH 05 DEGREES 43 MINUTES 16 SECONDS WEST 380.29 FEET TO A POINT; THENCE NORTH 05 DEGREES 47 MINUTES 48 SECONDS WEST 23.20 FEET TO THE POINT OF BEGINNING.



NOTE: EASEMENTS SHOWN ARE FROM RECORDED SUBDIVISION PLATS ONLY. THE SURVEYOR DOES NOT WARRANT THAT NO OTHER EASEMENTS EXIST.

BOUNDARY SURVEY

SFS
 891 RASCO ROAD EAST
 SOUTHAVEN, MISSISSIPPI 38671

SMITH & FORSYTHE
 SURVEYING, INC.
 (662) 393-3348
 FAX (662) 393-0714



LOTS # 66 & 67
 SECTION "C"
 BRIDGEMOORE SUBDIVISION

DESOTO COUNTY, MISSISSIPPI
 SECTION 22, T-2-S, R-7-W
 PLAT BOOK 75, PAGE 6
 CENSUS TRACT # 706
 CLASS "C" SURVEY
 AREA: 4,948± S.F.
 DATE: JUNE 26, 2006
 FILE: BRIDGEM67-66/MF
 W.O. NUMBER:
 SCALE: 1" = 60'
 CKD BY: ()

I HEREBY CERTIFY THAT I, OR SOMEONE UNDER MY DIRECT SUPERVISION, SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS MADE BY USING PHYSICAL FEATURES FOUND ON THE GROUND AND FROM AVAILABLE RECORDED INFORMATION AND THIS SURVEY ALSO MEETS THE MINIMUM STANDARDS SET FORTH BY THE STATE OF MISSISSIPPI

FEMA FLOODPLAIN OR FLOODWAY DETERMINATION NOT PROVIDED ON THIS SURVEY.

THIS SURVEY IS SUBJECT TO ALL CODES, REGULATIONS AND RESTRICTIONS, SUBDIVISION COVENANTS, EASEMENTS AND RIGHTS OF WAY OF RECORD.

BOUNDARY SURVEY

BEN W. SMITH
 MISSISSIPPI R.L.S. NO. 1909