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**WARRANTY DEED**

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This Deed of Conveyance is this day made by the undersigned STAN E. ELAM, hereinafter referred to as the GRANTORS, and COMMERCE STREET - MCINGVALE PROPERTIES, LLC, a Mississippi Limited Liability Company 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 GRANTEE to the GRANTOR, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the GRANTOR, STAN E. ELAM, the GRANTOR does hereby and by these presents sell, convey, and warrant his undivided one-half interest unto COMMERCE STREET - MCINGVALE PROPERTIES, LLC, a Mississippi Limited Liability Company the GRANTEE, the hereinafter described real property located in the City of Hernando, DeSoto County, Mississippi, and being described as follows, to-wit:

Lot 2, 1st Revision, Douglas Commercial Plaza, Section "B", as situated in Section 18, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi as found at Plat Book 105 Page 4 in the Office of the Chancery Clerk of DeSoto County, Mississippi and to which recorded 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; all subdivision and zoning

*Stocutan*

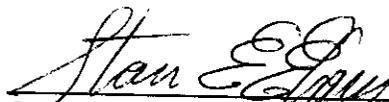
regulations in effect in the City of Hernando, DeSoto County, Mississippi; to any prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property; and to all restrictive covenants, building restrictions and easements of record including but not limited to those as found with the recorded plat of said subdivision.

Taxes and assessments against said property for the year 2007 shall be paid by the Grantee and taxes and assessments for the year 2008 shall be the responsibility of the GRANTEE, and/or its successor's in interest and all subsequent years are hereby excepted from the foregoing covenant of warranty.

The Grantor herein warrants that the property being conveyed is not part or parcel of his homestead.

Possession shall be given upon delivery of this deed.

WITNESS the signature of the GRANTOR on this the 30th day of October, 2007.

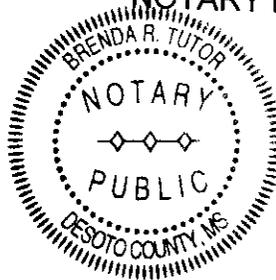
  
STAN E. ELAM

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 30th day of October, 2007, within my jurisdiction, the within named STAN E. ELAM, who acknowledged that he executed the above and foregoing instrument.

*Brenda R. Tutor*

NOTARY PUBLIC



My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: May 15, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(SEAL)

GRANTORS' ADDRESS:  
193 East Commerce Street  
Hernando, Mississippi 38632  
RES. TEL.: N/A  
BUS. TEL.: 662-429-6648

GRANTEES' ADDRESS:  
11 Park Street  
Hernando, Mississippi 38632  
RES. TEL.: N/A  
BUS. TEL.: 662-429-6108

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