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DK W BK 608 PG 550  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

THIS INSTRUMENT PREPARED BY:	PROPERTY OWNER AND MAIL BILLS TO:	PROPERTY ADDRESS:	SOURCE OF TITLE:
Kelly Hagan Smith MSB#99238 Austin Law Firm, P.A. 6928 Cobblestone Drive Suite 100 Southaven, MS 38672 S04-09-0188	Ware Properties, LLC 5358 Alphaba Rd. Coldwater, MS 38618	Goodman Road, Horn Lake, Ms	Book0320, Page 0426

**LIMITED WARRANTY DEED**

KNOW ALL PERSONS BY THESE PRESENTS, that **REGIONS BANK**, an Alabama banking corporation, successor by merger to **DEPOSIT GUARANTY NATIONAL BANK**, ("Grantor"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), to it paid by **WARE PROPERTIES LLC**, a Mississippi limited liability company ("Grantee"), does hereby grant, bargain, sell, and convey to Grantee, its respective heirs and assigns forever, the following described Property:

Lot 1, Section A, Center City Commercial Subdivision in Section 28, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 57, Page 36-37 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

This conveyance is also subject to:

1. All easements, restrictions, encumbrances and other matters of record.
2. Ad valorem taxes for the 2009 tax year and all subsequent years.

Grantor does hereby covenant and agree that the Property is free from all encumbrances except as set forth hereinabove; and that it shall forever warrant and defend unto Grantee, its respective heirs and assigns, the right and title of said Property against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

*Austin*  
R0909-102231 - 1/1865964.1

Restriction on Use. The Property may not be used by any person or entity for "retail banking purposes" (the "Use Restriction"). The term "retail banking purposes" shall include, without limitation, receiving deposits or making loans to the general public, whether done by a state bank, national bank, savings and loan association, credit union or other entity, whether by walk-up or drive-in teller facility or otherwise. In addition: (i) there shall be no signage or advertising of any type placed or permitted upon any portion of the Property that relates to a financial institution (the "Signage Restriction"), and (ii) there shall be no public announcements, advertising, solicitations, business development, notices or other publications relating in any manner to the present or future operation of a financial institution upon the Property (the "Advertising Restriction"). In the event of a violation of any of the aforesaid Restrictions, Grantor shall be entitled to pursue all remedies available at law or in equity, including, without limitation, injunctive relief. In addition, Grantor shall be entitled to recover from Grantee liquidated damages in the amount of \$2,000.00 per day for any violation of the Use Restriction or Signage Restriction and \$25,000.00 for each and every violation of the Advertising Restriction. The parties recognize and acknowledge that the foregoing liquidated damages are reasonable and do not constitute a penalty and are being imposed due to the difficulty of calculating the actual damages that would result from a violation of these Restrictions. In the event of any litigation relating to the enforcement of these Restrictions, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees. Notwithstanding anything herein to the contrary, the Signage Restriction shall not prohibit Grantee from erecting a sign, or allowing the erection of a sign, on the Property indicating the provision of construction financing by a financial institution to Grantee for construction on the Property.

Taxes for the year 2009 are being prorated and possession is being given with this deed.

**TO HAVE AND TO HOLD** unto the Grantee and their respective heirs and assigns forever, together with every contingent remainder and right of reversion.

*[Remainder of Page Intentionally Blank]*

WITNESS MY HAND this 19<sup>th</sup> day of May, 2009.

REGIONS BANK, an Alabama banking corporation

By: *Emilio M. Cence*  
Print Name: Emilio M. Cence  
Its: Senior Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Emilio M. Cence, whose name as Senior Vice President of Regions Bank, an Alabama banking corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

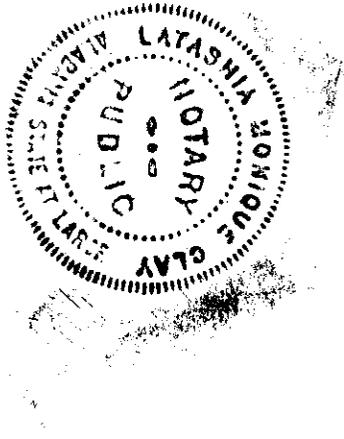
Given under my hand this the 19<sup>th</sup> day of May, 2009.

*Latashia M. Clay*  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 18, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires \_\_\_\_\_

[Affix Notarial Seal]



Grantors Address:  
250 Riverchase Parkway  
Suite 600  
Birmingham, Alabama 35244  
Home Phone #: N/A  
Business #: 205-500-5277

Grantees Address:  
5358 Alphaba Rd.  
Coldwater, MS 38618  
Home Phone #: N/A  
Business #: 901-486-1315