

**WARRANTY DEED**

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Prepared by:  
Kenneth E. Stockton  
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5 W. Commerce St.  
Hernando, MS 38632  
(662) 429-3469

Grantor's Address:  
1360 Middle Buster Rd.  
Hernando, MS 38632  
Home Ph. N/A  
Work Ph. N/A

Grantee's Address:  
747 W. Commerce St.  
Hernando, MS 38632  
Home Ph. 901-619-2304  
Work Ph. N/A

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This Deed of Conveyance is this day made by the undersigned DEBORAH KAY ASHLEY, hereinafter referred to as the GRANTOR, and RANDY L. SWINDLE and wife, SARA M. SWINDLE, hereinafter referred to as the GRANTEES, WITNESSETH THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the GRANTEES to the GRANTOR, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the GRANTOR, DEBORAH KAY ASHLEY, the GRANTOR does hereby, and by these presents sell, convey, and warrant unto RANDY L. SWINDLE and wife, SARA M. SWINDLE, the GRANTEES, as tenants by the entirety with full rights of survivorship and not as tenants in common, the hereinafter described real property located in the City of Hernando, DeSoto County, Mississippi, and being described as follows, to-wit:

Lots 15, 17 & 22, Second Revision, Short Fork Farms, as situated in Section 8, Township 3 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 20 Pages 38-44, in the Chancery Clerk's Office of DeSoto County, Mississippi.

The foregoing covenant of warranty is made subject to rights of ways and easements for public roads and public utilities, subdivision and zoning regulations in effect the City of Hernando, DeSoto County, Mississippi; and to any prior reservation or conveyance of minerals of every kind and character, including,

*Stockton*

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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.

Taxes and assessments against said property for the year 2009 shall be prorated as of the date of this deed and taxes and assessments for the year 2010 shall be the responsibility of the GRANTEES, and/or their successor's in interest and all subsequent years are hereby excepted from the foregoing covenant of warranty.

The Grantor herein warrants that she is one and the same person as Deborah K. Ashley. The Grantor additionally warrants that William G. Ashley is one and the same person as William Gregory Ashley as found at Deed Book 516 Page 131 in the office of the Chancery Clerk of DeSoto County, Mississippi. That by way of explanation, for chain of title purposes, it is hereby noted that JoAnn Ashley, a predecessor in title departed this life on or about June 7, 1994, as found in that certain Decree Appointing Administrator dated September 19, 1994 in Cause #94-9-979 of the Chancery Court of DeSoto County, Mississippi.

Possession shall be given on or before October 16, 2009. That, in the event, the GRANTOR should remain on said property past the possession date, the GRANTOR shall pay to the GRANTEES the sum of \$100.00 per day as rental for said property.

WITNESS the signature of the GRANTOR on this the 2 day of October, 2009.

  
DEBORAH KAY ASHLEY

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 2<sup>nd</sup> day of October, 2009, within my jurisdiction, the within named DEBORAH KAY ASHLEY, who acknowledged that she 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 THROUGH NOTARY PUBLIC UNDERWRITERS

