

This Instrument Prepared By: Lincoln Hodges, Attorney, 2294 Germantown Rd. S., Germantown, TN 38138; 901-754-6440, MS Bar # 2492

Return to: MREC S H e n

SPECIAL WARRANTY DEED

GRANTOR: **Horizon 02, LLC**
2500 N. Tucson Blvd #140
Tucson, AZ 85716
Phone: 520-795-0900

GRANTEE: **Olivia Marie Szaraz**
14345 Chapel Ridge Trail
Olive Branch, MS 38654
Phone: NA

THIS INDENTURE, made and entered into this 19th day of November 2009, by and between Horizon 02, LLC, a Delaware limited liability company, GRANTOR and Olivia Marie Szaraz, GRANTEE herein.

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantor has bargained and sold and does hereby bargain and sell, convey and confirm unto the said Grantee, the following described real estate, situated and being in the County of Desoto, State of Mississippi:

Lot 12, Chapel Ridge Subdivision, situated in Section 4, Township 2 South, Range 5 West, DeSoto County, Mississippi, as shown on plat of record in Plat Book 102, Page 16, in the office of the Chancery Clerk of Desoto County, Mississippi.

Being the same property conveyed to Grantor herein by Special Warranty Deed of record in Book 618, Page 480 in said Chancery Clerk's Office.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto or in any wise unto the said Grantees, his heirs, successors and assigns in fee simple forever.

The said Grantor does hereby covenant with the said Grantees that they are lawfully seized in fee of the aforescribed real estate; that they have good right to sell and convey the same; that the same is unencumbered except for subdivision restrictions, building lines and easements of record as shown in Plat Book 102, Page 16; Easements of record in Book 295, Page 657; and Book 190, Page 139; Right-of-Way Easement of record in Book 600, Page 17; Declarations, Covenants, Conditions and Restrictions of record in Book 550, Page 151; 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 taxes and assessments for the current year and subsequent years, which are not yet due and payable, and that the title and quiet possession thereto they will warrant and forever defend against the lawful claims of all persons.

WITNESS the signature of the Grantor the day and year first above written.

Horizon 02, LLC, a Delaware limited liability company

By: SW/Conix REO Holdings, LLC, an Arizona limited liability company, its Sole Member

By: Southwest Asset Management Group, LLC an Arizona limited liability company, its Manager

By: SW/Conix Asset Manager, LLC, an Arizona limited liability company, its Asset Manager

By: Conix, Inc., an Arizona corporation, its Member

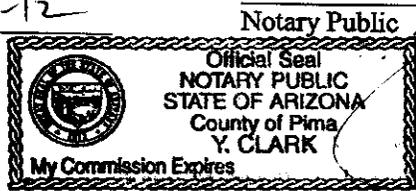
By: Benjamin A. Alev, its President

STATE OF Arizona
COUNTY OF Pima

PERSONALLY appeared before me, the undersigned authority of law in and for the said State and County, within my jurisdiction, the within named Benjamin A. Alev, who acknowledged to me that he is the President of Conix, Inc., an Arizona corporation, which corporation is the Member of SW/Conix Asset Manager, LLC, an Arizona limited liability company, which limited liability company is the Asset Manager of Southwest Asset Management Group, LLC, an Arizona limited liability company, which limited liability company is the Manager of SW/Conix REO Holdings, LLC, an Arizona limited liability company, which limited liability company is the Sole Member of Horizon 02, LLC, a Delaware limited liability company, and that for and on behalf of Conix, Inc., as Member of SW/Conix Asset Manager, LLC, and that for and on behalf of SW/Conix Asset Manager, LLC, as Asset Manager of Southwest Asset Management Group, LLC, and that for and on behalf of Southwest Asset Management Group, LLC, as Manager of SW/Conix REO Holdings, LLC, and that for and on behalf of SW/Conix REO Holdings, LLC, as Sole Member of Horizon 02, LLC, and as the free act and deed of Conix, Inc., as Member of SW/Conix Asset Manager, LLC, and as the free act and deed of SW/Conix Asset Manager, LLC, as Asset Manager of Southwest Asset Management Group, LLC, and as the free act and deed of Southwest Asset Management Group, LLC, as Manager of SW/Conix REO Holdings, LLC, and as the free act and deed of SW/Conix REO Holdings, LLC, as Sole Member of Horizon 02, LLC he signed and delivered the foregoing instrument, after first having been duly authorized by said corporation and limited liability companies to do so.

WITNESS my hand and Notarial Seal at office this 19th day of November 2009

My Commission Expires: 8-2-12



**AFFIDAVIT AND INDEMNITY AGREEMENT AS TO LEASES,
FIXTURES, ENCUMBRANCES, MECHANICS' LIENS, ETC.**

STATE OF Arizona
COUNTY OF Quinn

Before me, the undersigned Notary Public in and for said County and State, personally appeared **Benjamin A. Alev**, who acknowledged to me that he is the **President of Conix, Inc.**, an Arizona corporation, which corporation is the **Member of SW/Conix Asset Manager, LLC**, an Arizona limited liability company, which limited liability company is the **Asset Manager of Southwest Asset Management Group, LLC**, an Arizona limited liability company, which limited liability company is the **Manager of SW/Conix REO Holdings, LLC**, an Arizona limited liability company, which limited liability company is the **Sole Member of Horizon 02, LLC**, a Delaware limited liability company, known to me and being first duly sworn, deposes and says:

1. That they have been in peaceable and undisturbed possession of the premises known as **14345 Chapel Ridge Trail, Olive Branch, MS 38654**; located in the County of DeSoto, State of Mississippi and embraced in the Warranty Deed to **Olivia Marie Szaraz** delivered simultaneously herewith and that title to said premises has never been disputed or questioned.
2. Deponent further states that no person has any valid contract to purchase any part or all of said premises nor do they know of any facts or other reason by or through which possession or title to said premises might be questioned or of any claim to said premises which might be made adverse to the present title to the property.
3. Deponent further says that said property or any part of it is not leased to any person or persons, except: **NONE**
4. Deponent further says that they do not owe any person for any labor or materials of any kind or character incurred in connection with the construction of any improvements or repairs on said property or furnishings thereon located.
5. Deponent further says that they do not have any judgments, pending litigations, court actions or attachments against Deponent in or from any court and has not been in bankruptcy within the past ten (10) years.
6. Deponent further says that no security interest under the Uniform Commercial Code has been perfected against the improvements, except: **NONE**
7. Deponent further says that the property has not been improved to the extent that the tax assessor could revise or correct the assessment granted under TCA Section 67-5-603, except: **NONE**
8. Deponent further says that they do not have any tax liens or tax claims pending whether recorded or not against said property or themselves nor does Deponent know of any taxes of any kind or character which may have been assessed against said property now a lien or now due and payable.
9. Deponent further says that they know of no mortgage indebtedness or other lien against said property, except: **NONE**
10. Deponent states that the marital status indicated below is correct and Deponent further states that they are above the age of eighteen and under no disability of any kind which would render legal instruments signed by them invalid.
11. Deponent agrees to indemnify and hold harmless said company against any taxes, which may become due pursuant to the Agricultural, Forest and Open Space Land Act of 1976.
12. That the undersigned makes this statement for the express purpose of inducing **STEWART TITLE** to insure title to said property to be free from adverse claims or liens not herein stated, and of enabling said owner(s) to receive the consideration for sale, lease or mortgage of said property. Affiant(s) guarantee and warrant the statements of fact herein, which shall be constructed as a continual contractual obligation in favor of said company.
13. That in consideration of the issuance of title insurance by said company as aforesaid, the undersigned agree(s) to

indemnify and hold harmless said company against all loss or expense on account of any matter or thing omitted from the foregoing factual statement, including expense of enforcing this agreement.

The undersigned Deponent (defined as any signatory hereto whether corporate, singular, plural, masculine, or feminine) being first duly sworn on oath does hereby state that the aforesaid facts are true and correct to the best of his knowledge and belief:

Witness my signature this the 19th day of November 2009.

Horizon 02, LLC, a Delaware limited liability company

By: SW/Conix REO Holdings, LLC, an Arizona limited liability company, its Sole Member

By: Southwest Asset Management Group, LLC an Arizona limited liability company, its Manager

By: SW/Conix Asset Manager, LLC, an Arizona limited liability company, its Asset Manager

By: Conix, Inc., an Arizona corporation, its Member

By: 
Benjamin A. Alev, its President

Sworn to and subscribed before me this the 19 day of November 2009.

Notary Public

My Commission Expires: 8.2.12

