

SPACE ABOVE THIS LINE FOR RECORDING DATA 11080284

PREPARED BY:
JAMES E. WOODS, MSB#7386
WATKINS LUDLAM WINTER & STENNIS, P.A.
6897 Crumpler Blvd., Suite 100
Olive Branch, MS 38654
(662) 895-2996
WLWS #00931.37770

RETURN TO:
Beatty Title & Escrow Co
6357 Goodman #112
Olive Branch MS 38654
662-438077

GRANTOR(S) ADDRESS:
12931 Cole's Cv
GULFPORT, MS 39502
Phone: 228-341-8500
Phone: SAME

GRANTEE(S) ADDRESS:
6757 Thundee Ridge Dr.
Olive Branch MS 38654
Phone: 716-648-0617
Phone: NA

INDEXING INSTRUCTIONS: Lot 100, Fifth Addition, Cherokee Ridge, Part of Cherokee Valley P.U.D., situated in Section 31, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 83, Page 49.

**JAMES M. STEWART and
JANICE S. STEWART,** GRANTORS

TO

**DENNIS P. HRUSA and wife,
DEBORAH L. HRUSA,** GRANTEES

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, we, JAMES M. STEWART and JANICE S. STEWART, do hereby sell, convey and warrant unto DENNIS P. HRUSA and wife, DEBORAH L. HRUSA, as tenants by the entirety with full rights of survivorship and not as tenants in common, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 100, Fifth Addition, Cherokee Ridge, Part of Cherokee Valley P.U.D., situated in Section 31, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 83, Page 49, Chancery Clerk's Office, DeSoto County, Mississippi.

The warranty in this Deed is subject to subdivision and zoning regulations in effect in the City of Olive Branch, DeSoto County, Mississippi and easements as shown on plat of record, and restrictive covenants for Cherokee Ridge, Part of Cherokee Valley P.U.D.

The Grantees herein acknowledge and covenant that it is the Grantees' responsibility to maintain property in such condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued throughout the establishment of permanent vegetative cover. Grantees acknowledges and agrees that Grantor is not responsible for any damages which hereafter may be suffered by Grantees or other property owners or parties as a result of site preparation work carried out by Grantees and their subcontractors and Grantees agree to fully indemnify and hold Grantor harmless from any such damages sustained in connection therewith.

Taxes for the year 2011 shall be prorated and shall be paid by the Grantees herein. Possession is to take place upon the delivery of this Deed.

WITNESS THE SIGNATURE OF THE DULY AUTHORIZED OFFICIAL OF THE GRANTOR, this the 26 day of August, 2011.

James M. Stewart
JAMES M. STEWART
Janice S. Stewart
JANICE S. STEWART

STATE OF MISSISSIPPI
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 26 day of August, 2011, within my jurisdiction, the within named JAMES M. STEWART and JANICE S. STEWART, who acknowledged that they executed the above and foregoing instrument.

Karen Simmons
NOTARY PUBLIC

My Commission Expires: 10-22-2014

