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DK W BK 665 PG 403  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Prepared by: O'Brien Law Firm, LLC: 1630 Goodman Rd E, Ste 5, Southaven, MS 38671 (662) 349-3339, File No. 11090071

Indexing Instructions: Lot 33, Sec B, Dogwood Manor, Sec 34, T1S, R6W, Book 67, Page 22

**WARRANTY DEED**

Grantor(s): **SHAWN DEPRIEST AND SARAH DEPRIEST**  
Address: 3728 Cobblewood Dr. Southaven, MS 38671  
Phone: 901-355-0589  
Grantee(s): **NICHOLAS BATES**  
Address: 9802 Dogwood Court East Olive Branch, MS 38654  
Phone: **N/A**

Return to:  
First National Title, LLC  
6880 Cobblestone Blvd, Suite 2  
Southaven, MS 38672  
(662) 892-6538  
File# 318683

For and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, **SHAWN DEPRIEST AND SARAH DEPRIEST**, does hereby sell, convey and warrant unto Grantee, **NICHOLAS BATES, UNMARRIED**, the following described real property, together with the improvements, hereditaments and appurtenances thereunto belonging, located in the County of DeSoto, State of Mississippi, and more particularly described as follows, to-wit:

**Lot 33, Section "B", Dogwood Manor Subdivision, Section 34, Township 1 South, Range 6 West, as shown in plat of record in Plat Book 67, Page 22, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.**

The warranty in this deed is subject to restrictive covenants and utility easements shown on plat of said subdivision, subdivision and zoning regulations in effect in DeSoto County, Mississippi, rights of ways and easements for public roads and public utilities and all applicable building restrictions and easements of record, Health Department regulations in effect in DeSoto County, Mississippi, and any prior reservation of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel, in, on and under the aforescribed real property.

Said lands are subject to rights of way and easements for public roads and for public utilities; to applicable building, zoning, subdivision and Health Department regulations; to the covenants, limitations and restrictions of record with the said recorded plat of said subdivision and to which reference is hereby made; to any matter which might be disclosed by a current, accurate survey and physical inspection of said lands.

AND THE GRANTOR, DOES HEREBY CONVENANT with the Grantee(s), except as above-noted, that, at the time of delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming, by, through, or under it, but against non other.

GRANTOR makes no representation or warranties of any kind of character expressed or implied as to the condition of the material and workmanship in the dwelling house located on said property. The Grantee(s) have inspected and examined the property and are purchasing same based on no representation or warranties express or implied, made by Grantor, but on their own judgment.

Possession is given upon the delivery of this deed; taxes for the year 2011 shall be prorated among the parties.

WITNESS MY SIGNATURE this September 9, 2011

*Shawn Depriest*  
SHAWN DEPRIEST

*Sarah Depriest*  
SARAH DEPRIEST

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said County and State aforesaid, on this 9th day of September, 2011 within my jurisdiction, the within named, **SHAWN DEPRIEST AND SARAH DEPRIEST**, who acknowledged to me that they signed and delivered the foregoing Warranty Deed after being duly authorized so to do.

My commission expires: 01-17-14



*Jessica M. Stratso*  
Notary Public