



# MADISON COUNTY BOARD OF SUPERVISORS

125 West North Street • Post Office Box 608  
Canton, Mississippi 39046  
601-855-5500 • Facsimile 601-855-5759  
www.madison-co.com

November 20, 2020

Multigraphic Industries LLC  
120 Griffin Drive  
Flora, MS 39071



Re: *Tax Parcel No. 0611-29D-114/01.00*

Dear Sir/Madame,

The property referenced above is zoned I-2 Industrial District. The permitted uses listed in the Madison County Zoning Ordinance are industrial use and any use permitted in General Commercial (C-1), Highway Commercial (C-2), and Technical Industrial Park (TIP) districts, subject to the regulations of those districts. An inspection made on the property referenced above reveals salvage construction debris dilapidated structure and an overgrown lot. This property is in violation of section 406 of the Madison County Zoning Ordinance.

The Madison County Zoning Ordinance, in **SECTION 406 – MISCELLANEOUS GENERAL REGULATIONS, SUBSECTION 406.05 Materials and Growth Constituting Public Health and/or Safety Hazards Prohibited:** -

No rubbish, salvage materials, junk or hazardous waste materials, including inoperable vehicles and parts and any combustible matter, shall be openly stored, allowed to accumulate or kept in the open, and no weeds or other growth shall be allowed to go uncut within any district when the same shall be determined by the appropriate County Official (the Zoning Administrator or other authorized County employee) or health official to constitute a menace to the public health and/or safety.

The Madison County Zoning Ordinance, in **SECTION 814 - ORDINANCE ENFORCEMENT-** In accordance with Section 17-1-27 of the Mississippi Code of 1972, As amended, "Any person---who shall knowingly and willfully violate the terms, conditions or provisions of (this Ordinance), for violation of which no other criminal penalty is prescribed, shall be guilty of a misdemeanor and upon conviction therefore shall be sentenced to pay a fine not to exceed one hundred dollars (\$100.00), and in case of continuing violations without reasonable effort on the part of the defendant to correct same, each day the violation continues thereafter shall be separate offense." The Zoning Administrator (or his duly authorized representative) shall notify in writing any person who violates any provision of this Ordinance that he/ she is in violation of the applicable section or sections of the Ordinance and issue a

Page Two,  
November 20, 2020

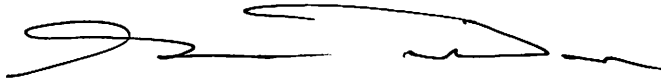
warning to correct the violation within seven (7) days or be subject to a fine as prescribed by Section 17-1-27 cited above. However, if circumstances exist which would prevent the violator from correcting the infraction within seven days, the Board of Supervisors may extend the time for such correction prior to imposition of a fine. If the warning time is extended by the Board of Supervisors, the violator shall be notified in writing by the Zoning Administrator (or his duly authorized representative) of such time extension. If the violator does not correct the infraction within the extended time, he shall be fined for each such day that the violation continues after the ending date of the warning time. The Sheriff's Department of Madison County is hereby empowered to act on behalf of the Zoning Administrator if necessary and to issue a citation to violators who fail to respond within the warning time provided.

Accordingly, you are hereby being placed on notice that a hearing will be held with the Madison County Board of Supervisors on **December 7, 2020** at **9 A.M.** in the Board Room of the Madison County Chancery and Administrative Building for an adjudication regarding the cleanup of the subject property to bring it back into compliance with the zoning ordinances as referenced herein. Such adjudication would allow the Board of Supervisors to reenter the property for a period of one (1) year after the hearing without any further hearing for cleaning.

Additionally, should the Board of Supervisors adjudicate that the subject property in its condition is a menace to the public health and safety of the community and in need of clean up, you will be subject to the penalties and fees for the cost of the cleanup. Moreover, should the property continue to be in violation by the date of the hearing referenced herein, you will be fined \$100 dollars per day pursuant to law for each such day that the violation continues.

Please contact me if this property has been brought into compliance prior to the hearing date for an inspection.

Sincerely,



Scott Weeks, Director  
Planning and Zoning  
[scott.weeks@madison-co.com](mailto:scott.weeks@madison-co.com)  
601-826-9021 cell

Library MADISON COUNTY TAX 2020

MULTIGRAPHIC INDUSTRIES INC

Parcel 061I-29D-114/01.00 PPIN 2438

~~120~~ GRIFFIN DR

Alt Parcel 0612941140100

Exempt Code JD 0 Tax District 4 M

Subdivision 03840 ADDENDUM

KEARNEY PARK PT 1 BL 8

Neighborhood

Map

FLORA MS 39071 St Addr

Sect/Twn/Rng 29 09N 01W Blk

Cls	C-Acres	C-Value	U-Acres	U-Value	T-Acres	Improved	True	Assessed
1								
2	1.47	45570			1.47	96450	142020	21304
	1.47	45570			1.47	96450	142020	21304

Homestead Type 1=O65 2=DAV 3=DIS 4=Reg Reg 100 DAV

Mtg Group Eligible Cl1 N (Y/N)

New Value Added F-Fire O-Override Deed Bk 2425 Pg 704 Ext

Drainage Code Benefit Price Total Deed Date 5 8 2009 Type DB

36 PERS BC & KE 21304.00 F Current 2012 Yr Added 11 12 2001

L 45570 CNV

B 96450 Chged 10 29 2009

~~Use~~ Benefits X = Use1 Use2 3400 DSEA

F4-NEXT PARCEL F5-LEGAL F6-ADDENDUM F7-DEEDS F8-FLAGS F9-OPTIONS F24-EXIT

F3 next record, Page-Up prev record, F13 Paperlink

PTAX0I - B  
Tax Year 2020

County of Madison  
TAX RECEIPT INQUIRY  
4/28/2020

Copyright 1994  
F M Software

<u>Receipt</u>	<u>Parcel Number</u>	<u>Tax Distr Num</u>	<u>Ex Code</u>	<u>Mills</u>
R 034196	061I-29D-114/01.00	426		99.1036
PTAX0I-24 PARCEL HAS UNREDEEMED TAX SALE - SEE CHANCERY CLERK				*SEVERE*
				DELINQUENT TAX DUE - CHANCERY CLERK

<u>Name</u>	<u>Value</u>	<u>Tax</u>
MULTIGRAPHIC INDUSTRIES INC	22808	2,260.35
<u>Description</u>		
-----		
120 GRIFFIN DR		
FLORA		
MS 39071		
-----		

LOTS 3 & 4 & PT OF LOT 1 & 2 KEARNEY PARK PT I BEING 1.4AC	Total Valuation. . . . .	2,260.35
	Exempt Credit. . . . .	
	All Exempt Credit. . . . .	
	Net Ad Valorem Tax. . . . .	2,260.35
	Total Tax . . . . .	2,260.35
	Total Paid (see below). . . . .	.00
	Interest Due. . . . .	67.81
	Amount Due. . . . .	2,328.16

INSTALLMENTS			
	<u>Date</u>	<u>Interest</u>	<u>Batch</u>
1			<u>Taxes</u>
2			
3			

Enter=Next | F1=Search | F3=End | F5=Print Instalmnt | F6=Print Final | F7=End

590483

IN THE COUNTY COURT OF MADISON COUNTY, MISSISSIPPI

ADAIR HOLDINGS, LLC

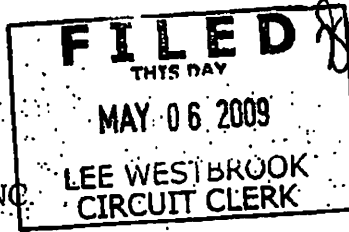
PLAINTIFF

VERSUS

CAUSE NO. 2007-0304

MULTIGRAPHIC INDUSTRIES, INC.

DEFENDANT



**AGREED FINAL JUDGMENT  
BY REASON OF GLOBAL SETTLEMENT**

THIS DAY THIS MATTER having come before this Court on the *ore tenus* motion of the parties for the entry of an Agreed Final Judgment By Reason Of Global Settlement ("Judgment"); and

WHEREAS CERTAIN DISPUTES have arisen by and between Plaintiff Adair Holdings, LLC and Defendant Multigraphic Industries, Inc. (hereinafter collectively, the "Parties") regarding, without limitation, the validity certain ADAIR Tax Sales, Tax Deeds and tax titles to the Madison County, Mississippi real property (hereinafter collectively "Property"), to-wit:

- a. <sup>3840</sup> Madison County Parcel No. 0611-29D-114/01.00 - more particularly described as S/T/R 22-09N-01W; 1.47 AC BEING LOTS 3 & 4 & PT OF LOW TS 1 & 2; KEARNEY PARK PT 1; (Cause No. 2007-0159-1)
- b. <sup>3850</sup> Madison County Parcel No. 0611-29D-112/00.00 - more particularly described as S/T/R 22-09N-01W; KEARNEY PARK PT 1 9; (Cause No. 2007-0304)

WHEREASE THE SUBJECT DISPUTES have resulted in litigation between the Parties which is currently pending in the County Court of Madison County, Mississippi, as Civil Action Cause No. 2007-0159-1 (the instant action) and Cause No. 2007-0304, respectively ("hereinafter collectively, the "Actions"); and

WHEREAS BY REASON OF THE PARTIES GLOBAL SETTLEMENT of the subject Actions, including the instant action, pursuant and subject to the terms and conditions of that

85/97

certain *Full, Final And Absolute Release, Hold Harmless, Covenant Not To Sue, And Settlement Release* ("Release") made and entered into the 11<sup>th</sup> day of March, 2009, by and among ADAIR HOLDINGS, LLC ("Holdings") and AAM/US BANK a/k/a ADAIR ASSET MANAGEMENT, LLC ("AAM") (hereinafter HOLDINGS and AAM may, from time to time, and as the context applies, be collectively referred to as, "ADAIR"), and MULTIGRAPHIC INDUSTRIES, INC., ("MULTIGRAPHIC"), (Said Release being attached hereto as Exhibit "1" and incorporated herein by reference as if set out in full words and figures); said parties have announced their agreement to this Judgment; and the Court being advised in the premises, and having determined that it has jurisdiction of the subject matter and the Parties, finds that the relief hereafter sought should be granted:

IT IS THEREFORE ORDERED AND ADJUDGED as follows:

1. That on August 25, 2003, at the Madison County Delinquent Tax Sale, the Madison County Tax Collector did sell Madison County, Tax Parcel No. 061I-29D-112/00.00 (the "Property"), to AAM/US BANK a/k/a ADAIR ASSET MANAGEMENT, LLC, ("AAM") for the non-payment of the 2002 ad valorem taxes.

2. That on March 24, 2006, the Madison County Chancery Clerk did, after the expiration of the two year statutory redemption period, issue a Tax Deed to the subject Property to AAM/US BANK a/k/a ADAIR ASSET MANAGEMENT, LLC; said conveyance was filed and recorded on March 29, 2006, in the Official Records of the Madison County Chancery Clerk in Deed Book 2034 Page 0604, Instrument No. 498075. A true and correct copy of said conveyance is attached hereto as Exhibit "2" and incorporated herein by reference as if set out in full words and figures.

3. That on April 4, 2006 AAM conveyed the subject Property, by Quitclaim, to ADAIR HOLDINGS, LLC; said conveyance was filed and recorded on April 17, 2006 in the

Official Records of the Madison County Chancery Clerk in Deed Book 2041 Page 0418, Instrument No. 499518. A true and correct copy of said conveyance is attached hereto as Exhibit "3" and incorporated herein by reference as if set out in full words and figures.

4. That at the time of the subject Tax Sale and Tax Deed issuance, MULTIGRAPHIC was the assessed owner of the subject Property; and

5. That on February 11, 2007 ADAIR filed, through previous counsel, the instant Action styled "*Complaint for Ejectment*," and therein did name MULTIGRAPHIC as the sole defendant, and alleging, in part, that ADAIR was the fee simple title holder of the subject Property and seeking the removal and eviction of MULTIGRAPHIC from the subject Property; and that after proper service of the Summons and Complaint, MULTIGRAPHIC timely filed its answer, defenses, objections, counterclaims, and opposition to same.

6. That on October 23, 2008 MULTIGRAPHIC filed a motion with this Court styled "*Defendant Multigraphic Industries, Inc. Motion To Dismiss Complaint, Or In The Alternative, Motion For Summary Judgment*" ("Multigraphic Motion"); and therein did claim, in part, that Defendant, not Plaintiff was the fee simple title holder of the subject Property and that, with regards to the subject Tax Deed, MULTIGRAPHIC was not afforded the proper statutory notice and that as a consequence alleged that subject Tax Deed was void; and in support thereof MULTIGRAPHIC submitted ADAIR's discovery admissions wherein ADAIR admitted that MULTIGRAPHIC did not receive proper notice; and therein MULTIGRAPHIC sought (i) dismissal of the Plaintiff's complaint; or in the alternative, (ii) entry of Summary Judgment in favor of MULTIGRAPHIC, with a finding that the subject Tax Deed was void. A true and correct copy of said Multigraphic Motion and supporting exhibits is attached hereto as Exhibit "4" and incorporated herein by reference as if set out in full words and figures.

7. That the tax sale of the subject Property for unpaid 2002 taxes is void as a matter of law because of the failure to provide proper notice to MULTIGRAPHIC as required by §27-

43-1, et seq., of the Mississippi Code of 1972, as amended.

8. That the Tax Deed in favor of AAM/US BANK a/k/a ADAIR ASSET MANAGEMENT, LLC, issued on March 24, 2006 by the Madison County Chancery Clerk as filed and recorded on March 29, 2006, in the Official Records of the Madison County Chancery Clerk in Deed Book 2034 Page 0604, Instrument No. 498075, is hereby declared void, and the Clerk of this Court is hereby directed to transmit this Judgment to the Madison County Chancery Clerk and to direct said Clerk to note upon the margin of that deed of record in Book 2034 Page 0604, Instrument No. 498075 that fact that this deed has been declared void by this Judgment.

9. That the April 4, 2006 Quitclaim from AAM/US BANK a/k/a ADAIR ASSET MANAGEMENT, LLC in favor of ADAIR HOLDINGS, LLC as filed and recorded on April 17, 2006 in the Official Records of the Madison County Chancery Clerk in Deed Book 2041 Page 0418, Instrument No. 499518, is hereby declared void, and the Clerk of this Court is hereby directed to transmit this Judgment to the Madison County Chancery Clerk and to direct the Chancery Clerk to note upon the margin of that deed of record in 2041 Page 0418, Instrument No. 499518 that fact that this deed has been declared void by this Judgment.

10. That the Parties, as a condition precedent to entering into this Judgment, have agreed to subject this Judgment to the terms and conditions of the Release, which, by way of summary, include, without limitation, the following, to-wit:

- a. That MULTIGRAPHIC shall pay, in full, to ADAIR, the sum of Twenty-Six Thousand Three Hundred Ninety Eight Dollars and Twenty One Cents (\$26,398.21) ("Payment"); with said Payment being tendered, made payable to Kalom & Associates, PLLC Trust Account in the form of a Certified Bank Check or Attorney Trust Check; and received by said counsel no later than 12:00 p.m. on Friday, March 5, 2009; and



- b. That ADAIR shall, by way of a Quitclaim Redemption Deed ("Quitclaim"), and subject to the terms, and/or conditions of the Release, convey any of its right, title and/or interest in and to the subject Property, if any, to MULTIGRAPHIC; with said Quitclaim being tendered, in trust, to the Wilkinson Law Firm, P.C., with said Quitclaim being similar in substance and form to the one attached to this Judgment as Exhibit "5"; however, in no event shall said Quitclaim modify, annul and/or amend the terms and conditions of the Release; and
- c. That the Parties, in full and final settlement of, without limitation, the subject Action, shall enter into this Judgment; and
- d. That the Parties agree that this Judgment, as well as the subject Release and Quitclaim redemption Deed, are being executed solely for the purpose of avoiding the costs and uncertainties of litigation of the Actions, and as a compromise of all disputed claims; nor shall the execution of same be construed as an admission of liability by any of the Parties hereto; and
- e. Any references the Release shall, except where the context does not allow, incorporate by reference into the Release the terms and conditions of the this Judgment, the Offer, and the Quitclaim Redemption Deed; however, notwithstanding anything in the Release and/or the Offer, Judgment and/or Quitclaim Redemption Deed to the contrary; however, if and when such incorporation shall or may cause conflict, ambiguity, and/or confusion, same shall be resolved by reading, interpreting and applying the terms and conditions of the Release, *independent* of the terms and/or conditions of the Judgment, Offer, and/or Quitclaim Redemption Deed; and if, notwithstanding the above exclusion, a dispute or disagreement still exist between the Parties, the Parties

may, but only in assisting with further clarification, incorporate the terms of the Judgment into the Release; and

f. That upon the doing of all things provided for in this Judgment, and the Release, the respective counsels are authorized, directed, and shall promptly and properly release, to their respective client(s), the monies and/or documents (and where necessary have said documents recorded) being held in trust by them for the benefit of the respective Parties hereto.

11. That the Parties shall bear all of their respective costs, expenses and attorneys fees; and

12. That this Court authorizes, orders and directs that, after the Clerk's filing of this Courts Judgment, the Clerk and/or any of the Parties to this Action are authorized, empowered and directed to promptly enter, and properly index, this Court's Judgment in this Action, in the Official Land Records in the Office of the Chancery Clerk of Madison County, Mississippi; and that this Court, pursuant to said Judgment, further authorizes, empowers, orders and directs the Chancery Clerk of Madison County to take and/or allow the following actions:

a. That the Chancery Clerk of Madison County enter a prominent notation upon the margin of that certain deed recorded in the Official Records of the Office of the Chancery Clerk of Madison County, in Deed Book 2041 Page 0418, Instrument No. 499518 clearly indicating that said deed has been declared void by this Judgment; and

b. That the Chancery Clerk of Madison County enter a prominent notation upon the margin of that certain deed recorded in the Official Records of the Office of the Chancery Clerk of Madison County, in Deed Book 2034 Page 0604, Instrument No. 498075 clearly indicating that said deed has been declared void by this Judgment that fact that this deed has been declared void by this Judgment.

13. That this Court hereby dismisses, with prejudice, all other claims, counterclaims, motions and/or requests for relief by the Parties relating in any way to the subject Action; however, in no event shall this Judgment be intended or construed as modifying, amending and/or disallowing what the Parties have otherwise agreed to in the subject Release.

SO ORDERED AND ADJUDGED, this the 6<sup>th</sup> day of MAY, 2009.

*[Handwritten Signature]*  
~~Chancellor~~ COUNTY JUDGE

Presented, Agreed and Approved By:

*[Handwritten Signature]*  
Bradley D. Wilkinson (MSB#10285)  
Wilkinson Law Firm, P.C.  
Phone: (601) 355-0005  
Fax: (601) 355-0009  
Email: BradWilkinson@comcast.net  
511 Keywood Circle  
Flowood, Mississippi 39232

STATE OF MISSISSIPPI, COUNTY OF MADISON  
I, Lee Westbrook, Clerk of the Circuit Court in and for the said State and County, do hereby certify that the above and foregoing is a true and correct copy of the original agreed final judgment and the same is of record in this office in Canon Book no. 85 at page 197.  
Given under my hand and the seal of the Circuit Court at Canon This the 07 day of May, 2009.  
Lee Westbrook, Circuit Clerk  
BY *[Handwritten Signature]*



Agreed and Approved By:

*[Handwritten Signature]*  
T. Mitchell Kalom, (MSB # 102133)  
KALOM LAW FIRM, PLLC  
Phone: (228) 436-4444, ext. 103  
Facsimile: (228) 436-0027  
Email: [MitchKalom@KalomLaw.com](mailto:MitchKalom@KalomLaw.com)  
Post Office Drawer 527  
Biloxi, Mississippi 39533-0527

*#004*

**FULL, FINAL AND ABSOLUTE RELEASE, HOLD HARMLESS,  
COVENANT NOT TO SUE, AND SETTLEMENT RELEASE**

This Full, Final And Absolute Release, Hold Harmless, Covenant Not To Sue, And Settlement Release ("Release") is made and entered into effective the 1<sup>st</sup> day of March, 2009, by and among ADAIR HOLDINGS, LLC ("HOLDINGS"), and AAM/US BANK a/k/a ADAIR ASSET MANAGEMENT, LLC ("AAM") (hereinafter HOLDINGS and AAM may from time to time, and as the context applies, be collectively referred to as "ADAIR"), and MULTIGRAPHIC INDUSTRIES, INC. ("MULTIGRAPHIC"); ADAIR and MULTIGRAPHIC as used herein shall, where applicable, mean any of their respective past, present and future officers, directors, attorneys, shareholders, principals, parent corporations, subsidiaries, affiliates, predecessors, successors, representatives, employees, agents, heirs or assigns, and all persons acting under the direction, control or on behalf of ADAIR and/or MULTIGRAPHIC. Throughout this document, ADAIR and MULTIGRAPHIC may, from time to time, and as the context allows, be collectively referred to as the "Parties".

**WITNESSETH**

1. WHEREAS CERTAIN DISPUTES have arisen by and between the Parties regarding, without limitation, the validity of certain ADAIR Tax Sales, Tax Deeds and tax titles to the following Madison County, Mississippi real property and improvements (hereinafter collectively "Property"), to-wit:

- a. Madison County Parcel No. 0611-29D-114/01.00 - more particularly described as S/T/R 22-09N-01W; 1.47 AC BEING LOTS 3& 4 & PT OF LOW TS 1 & 2; KEARNEY PARK PT 1; (Cause No. 2007-0159-1)
- b. Madison County Parcel No. 0611-29D-112/00.00 - more particularly described as S/T/R 22-09N-01W; KEARNEY PARK PT 1 9; (Cause No. 2007-0304)

2. WHEREASE THE SUBJECT DISPUTES relating, in part, to the validity of a Tax Deeds, have resulted in litigation between the Parties which is currently pending in the County Court of Madison County, Mississippi, as Civil Action Cause No. 2007-0159-1 and Cause No. 2007-0304, respectively ("hereinafter collectively, the "Actions"). A copy of the Tax Deeds and further conveyances thereto, that are the subject of the Actions are attached hereto as Exhibit "1" through Exhibit "4", and incorporated herein by reference; and

*[Signature]*  
 ADAIR HOLDINGS, LLC (Initials)

*[Signature]*  
 MULTIGRAPHIC INDUSTRIES, LLC (Initials)

*[Signature]*  
 ADAIR ASSET MANGEMENT, LLC (Initials)




3. WHEREAS ADAIR and MULTIGRAPHIC, pursuant to the certain settlement offer dated February 18, 2009 ("Offer") (A copy of said Offer is attached hereto as Exhibit "5" and incorporated herein by reference), as specifically modified and amended by this Release, have agreed to a global settlement of all of their respective disputes, claims, counter-claims, regarding, without limitation, the subject Tax Deeds, and to any and all other matters, at law and/or in equity, whether or not asserted, known or unknown, liquidate, or otherwise, which are the subject of the Actions; and in furtherance thereof, the Parties desire to enter into this global Release; and pursuant thereto set forth the following terms and conditions of said Release; and

4. NOW THEREFORE, for and in consideration of the premises, the covenants, warranties and releases herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the Parties hereto, ADAIR and MULTIGRAPHIC hereby covenant and agree as follows:

- a. That ADAIR shall, subject to the terms, and/or conditions of this Release, execute and deliver a Quitclaim Redemption Deed ("Quitclaim") to MULTIGRAPHIC; with said Quitclaim being tendered, in trust, to the Wilkinson Law Firm, P.C.. Said Quitclaim shall be equal in substance and form to the one attached to this Judgment as Exhibit "6"; however, in no event shall said Quitclaim modify, annul and/or amend the terms and conditions of this Release.
- b. That MULTIGRAPHIC shall, in exchange for ADAIR's execution of said Quitclaim Redemption Deed, pay, in full and not in installments, to ADAIR, the sum of Twenty-Six Thousand Three Hundred Ninety Eight Dollars and Twenty One Cents (\$26,398.21) ("Payment"); with said Payment being tendered and made payable to Kalom & Associates, PLLC Trust Account in the form of a Certified Bank Check, Attorney Trust Check or Money Wire; with said Payment being received by said counsel no later than 2:00 p.m. on Friday, March 5, 2009.
- c. That the Parties shall enter into the *Agreed Final Judgment By Reason Of Global Settlement* ("Judgment") equal in substance and form to the one attached to this Release as Exhibit "7".
- d. That this Release is executed solely for the purpose of avoiding the costs and uncertainties of litigation of the Actions, and as a compromise of all disputed claims, and it shall not be construed as an admission of liability by any of the Parties hereto.
- e. That upon the doing of all things provided for in this Release, and the Judgment, the respective counsels are authorized, directed and shall promptly release, to their respective client(s), the monies and/or documents (and where necessary promptly

  
 ADAIR HOLDINGS, LLC (Initials)

  
 ADAIR ASSET MANGEMENT, LLC (Initials)


  
 MULTIGRAPHIC INDUSTRIES, LLC (Initials)

file and/or record all necessary documents) being held in trust by them for the benefit of the subject Parties.

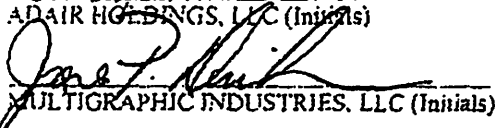
- f. That all of the Parties shall properly and promptly cause the proper execution of this Release, the Judgment, and the Quitclaim Redemption Deed; the proper execution of this Release shall require that each of the Parties thereto also *initial* each and every page of the Release.

5. That MULTIGRAPHIC, for the same consideration as set out herein, hereby covenants, acknowledge its complete, full, final, and absolute compromise, settlement, release, discharge, accord and satisfaction of any and all claims, rights, demands, debts, liabilities, damages, expenses, fees, interest, actions or causes of action of whatsoever nature, past, present, or future, whether known or unknown, asserted or unasserted, liquidated or unliquidated (hereinafter collectively, "Released Claims") has, may have, or may claim to have from the beginning of time through the date hereof against ADAIR its officers, directors, employees, partners, principals, agents, servants, representatives, attorneys, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, if any and where applicable, from any and all claims, liabilities, obligations, causes of action, disputes, controversies, damages, costs, expenses, injuries, deficiencies, and attorneys' fees, of whatever kind or character, known or unknown, suspected or unsuspected, liquidated or unliquidated, matured or unmatured, and/or damages of any and every kind or character, to both person and property, including, without limitation, any and all injuries, damages, and/or claims; and also not to sue or pursue any legal and/or administrative action, not to make a claim for losses, liabilities, expenses, or damages, including, without limitation, any and all claims for mental anguish, emotional distress, inconvenience, or out-of-pocket expenses, whether known or unknown, foreseen or unforeseen, in law or in equity, against which MULTIGRAPHIC and/or any third party, related or not, has, may have, or may claim to have from the beginning of time through the date hereof against ADAIR and which relate, directly or indirectly, to the subject Property, the Actions, and/or to the matters which are the subject of the Actions and shall, with regards to the above, hold harmless and indemnify ADAIR from same; provided, however, that nothing contained in this paragraph will release or otherwise affect any of the obligations or rights of the Parties under this Release; the Judgment and/or the Quitclaim redemption Deed.

6. That MULTIGRAPHIC, for the same consideration as set out herein, further covenants and warrants that should any legal or administrative action, claim, and/or demand (hereinafter collectively the "Released Claims") arise or be made, in any form or fashion be instituted against ADAIR HOLDINGS, LLC and/or AAM/US BANK a/k/a ADAIR ASSET MANAGEMENT, LLC or for or on behalf of MULTIGRAPHIC by any individual or entity, this Release shall act as a complete bar to all such claims, and MULTIGRAPHIC shall immediately and voluntarily dismiss or seek the dismissal of any and all such actions, claims and/or demands, with prejudice, and shall indemnify and hold ADAIR HOLDINGS, LLC and/or AAM/US BANK a/k/a ADAIR

  
 ADAIR HOLDINGS, LLC (Initials)

  
 ADAIR ASSET MANGEMENT, LLC (Initials)

  
 MULTIGRAPHIC INDUSTRIES, LLC (Initials)

ASSET MANAGEMENT, LLC harmless from any costs, fees, and/or expenses, including attorneys' and expert fees and expenses, in the defense of any such claims. The Released Claims include, without limitation, any claims or demands for attorneys' fees, consultants' fees, expert fees and/or expenses, interest claims, bad faith and/or extra-contractual claims (whether common law or statutory), punitive damages claims, and/or any other damages or claims allegedly sustained or asserted by MULTIGRAPHIC in connection with the subject Actions, Tax Sales, Tax Deeds, and/or Property. MULTIGRAPHIC further covenants and warrants that it will unconditionally and fully assume any and all responsibility for taxes, liens, charges, claims, and/or encumbrances, demands, or causes of action of any kind or character that have or may accrue and which in any way touch and concern said Parcel. MULTIGRAPHIC hereby covenants and agrees to defend, indemnify, and forever hold harmless ADAIR HOLDINGS, LLC and AAM/US BANK a/k/a ADAIR ASSET MANAGEMENT, LLC from and against any and all such actions, claims and/or demands, with prejudice.

7. That MULTIGRAPHIC represents, covenants and warrants that no other persons or entities, including, but not limited to, attorneys who may have represented MULTIGRAPHIC in the past or who may be representing IT presently, have any lien, claim, right or interest of any kind or character on or to the Payment made in consideration of this Release other than expressly set forth herein. MULTIGRAPHIC also warrants that no portion of the subject Actions and/or claims related thereto and/or to the subject Property have been assigned to any other person or entity, and that it has never filed for bankruptcy or otherwise assigned any rights or claims it may have against ADAIR and any other person and/or entity, including, with respect to the Released Claims. MULTIGRAPHIC agrees to defend, indemnify, and forever hold harmless ADAIR and any other persons and/or entities from and against any and all actions, claims, and/or demands made by any person or entity claiming any interest in the Payment, consideration and/or settlement proceeds.

**MISCELLANEOUS PROVISIONS**

8. Representations and Warranties. ADAIR and MULTIGRAPHIC warrants and represents that its execution, delivery and performance of, without limitation, this Release, the Judgment, Quitclaim Redemption Deed and any and all other documents that may be necessary or expedient for realizing the goals and/or objective of the Parties, has been duly authorized by each of the Parties' duly authorized corporate officer, and that each of the Parties respective Board's has taken all necessary action(s) and obtained all required approval(s) prior to the execution of same; and that the Release, has been duly executed and delivered by each such corporation and constitutes the legal, valid and binding obligation of each signatory corporation enforceable against it in accordance with the warranties, covenants, terms and conditions, of the respective executed instrument.

ADAM C. D.  
 ADAIR HOLDINGS, LLC (Initials)  
James P. Smith  
 MULTIGRAPHIC INDUSTRIES, LLC (Initials)

Adam C. D.  
 ADAIR ASSET MANAGEMENT, LLC (Initials)

9. Further Acts and Assurances. If at any time it should be determined that there are any mistakes in the Release, Judgment and/or Quitclaim Redemption Deed (hereinafter collectively, "Instruments") which would, could and/or might cause one or more of said Instruments to be defective, ambiguous, and/or less than complete and/or accurate, then the Parties hereto further covenant and warrant that they will promptly execute any and all instruments and/or cooperate in the doing of all things necessary and/or appropriate to effectuate a full, final and complete release as set forth in said Instruments. Furthermore, notwithstanding anything in any of the Instruments to the contrary; in the event that a conflict should arise, including without limitation, with regards to the respective terms and conditions and/or proper interpretation of said Instruments, this Release shall govern.

10. Binding Effect and Benefit. This Release, the Judgment and Quitclaim Redemption Deed, and each of their respective covenants, conditions, obligations, undertakings, rights and benefits set out therein, shall be binding upon and shall inure to the benefit of the Parties and shall be binding upon their respective past, present and future officers, directors, attorneys, shareholders, principals, parent corporations, subsidiaries, affiliates, predecessors, successors, representatives, employees, agents, heirs or assigns, and/or to all persons or entities acting under the direction or control.

11. Judicial Interpretation. The Parties covenant and agree that, should any of the provisions of this Release require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms of such provisions shall be more strictly construed against one party than the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being agreed that ADAIR and MULTIGRAPHIC have jointly participated in the preparation and review of this Release.

12. Voluntary Release. That each of the Parties hereto acknowledges that it is fully and completely informed of the facts relating to this Release, and any and all other documents that may be necessary or expedient for realizing the goals and/or objective of the Parties, and of its rights and liabilities thereunder. That each of the Parties have voluntarily, after having carefully read, considered and sought assistance and advice of its own qualified counsel, accepted and entered into this Release; and that said Release represent the entire agreement by and between the Parties.

13. Consideration. The Parties hereby agree that this Release is executed solely for the consideration expressed herein, without any other representation, promise or Release of any kind whatsoever.

14. Modification. No provision of this Release may be modified, amended or waived except by written Release or consent signed by the party to be bound thereby.

  
 ADAIR HOLDINGS, LLC (Initials)

  
 ADAIR ASSET MANAGEMENT, LLC (Initials)

  
 MULTIGRAPHIC INDUSTRIES, LLC (Initials)



15. Headings and Captions. Subject headings, titles, sub-title, numbering, and/or captions are included for convenience purposes only and shall not affect the interpretation of this Release.

16. Gender and Number. Throughout this Release, the masculine shall include the feminine and neuter and the singular shall include the plural and vice versa as the context requires.

17. Entire Release. This document together with all exhibits and schedules referred to herein constitute the entire Release of the Parties and supersedes any and all other prior agreements, oral or written, with respect to the Property and/or the Actions and/or the subject matter contained herein.

18. Conflict. Any references the Release shall, except where the context does not allow, incorporate by reference into the Release the terms and conditions of the Offer, Judgment and Quitclaim Redemption Deed; however, notwithstanding anything in this Release and/or the Offer, Judgment and Quitclaim Redemption Deed to the contrary, where such incorporation shall or may cause conflict, ambiguity, and/or confusion, the express terms and conditions of this Release shall be read and interpreted independent of one or more of the terms and/or conditions of the Judgment and/or Quitclaim Redemption Deed. Where any dispute or disagreement may arise, same shall be resolved by the reading and interpretation of this Release completely independent of the terms, provisions, and/or conditions Offer, Judgment and Quitclaim Redemption Deed. If, notwithstanding the above exclusion, a dispute or disagreement still exist between the Parties, the Parties may, but only in assisting with further clarification, incorporate the terms of the Judgment into the Release

19. Governing Law. This Release shall be subject to and governed by the laws of the State of Mississippi.

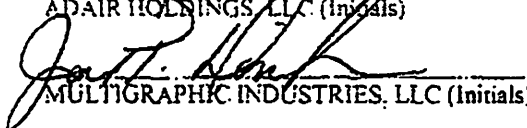
20. Admissibility. That neither the Release, nor any of its collateral documents including without limitation the Judgment and/or Quitclaim Redemption Deed, shall not, without the prior express consent of all of the Parties, which consent may be unreasonably withheld, be admissible in any judicial, administrative or other proceeding as an admission of liability by any of the Parties hereto. All such liabilities have been expressly and adamantly denied by each of the Parties hereto; and that the Parties further agree that this Release is executed solely for the consideration expressed herein, without any other representation, promise or agreement of any kind whatsoever.

21. Counterparts. This Release may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Release may be executed in one or more counterparts, which when taken

Page 6 of 7

  
\_\_\_\_\_  
ADAIR HOLDINGS, LLC (Initials)

  
\_\_\_\_\_  
ADAIR ASSET MANGEMENT, LLC (Initials)

  
\_\_\_\_\_  
MULTIGRAPHIC INDUSTRIES, LLC (Initials)

together shall constitute one Release. Furthermore, this Release may be executed and delivered by facsimile transmission or electronic mail, which shall function as an original for the purpose of effectuating the undertakings set forth herein.

22. Expenses. Each party shall pay its own respective legal and other professional fees and other expenses incurred in connection with the subject Actions and other matters addressed herein.

IN WITNESS WHEREOF, the undersigned has executed this Release effective as of the day and year aforesaid.

AAM/US BANK a/k/a ADAIR ASSET MANAGEMENT,  
A Nebraska Limited Liability Company.

BY: US ASSETS, LLC, A Nebraska Limited Liability  
Company

BY: Chris Newhouse Member  
Chris Newhouse, Member

BY: Axel Adair  
Axel Adair, Member

ADAIR HOLDINGS, LLC

BY: Chris Newhouse Member  
Chris Newhouse, Member

MULTIGRAPHIC INDUSTRIES, INC

BY: James Patrick Dickerson  
James Patrick Dickerson, Vice President

ADH  
ADAIR HOLDINGS, LLC (Initials)  
James P. Dickerson  
MULTIGRAPHIC INDUSTRIES, LLC (Initials)

AAM by US  
ADAIR ASSET MANGEMENT, LLC (Initials)

TAX DEED

498076

BOOK 2034 PAGE 0605

BE IT KNOWN THAT KAY PACE, TAX COLLECTOR OF MADISON COUNTY, MISSISSIPPI, DID ON THE 25TH DAY OF AUGUST, 2003 ACCORDING TO LAW, SELL THE FOLLOWING LAND SITUATED IN THE COUNTY OF MADISON, MISSISSIPPI AND ASSESSED TO MULTIGRAPHIC INDUSTRIES INC

TO WIT: 061I-29D-114/01.00

3250

1.47 AC BEING LOTS 3 & 4 & PT OF LO TS 1 & 2 KEARNEY PARK PT I

FOR THE TAXES ASSESSED THEREON FOR THE YEAR 2002, WHEN AAM / US Bank BECAME THE BEST BIDDER THEREFORE AT AND FOR THE SUM OF 3,457.36 ; AND THE SAME NOT HAVING BEEN REDEEMED, I, THEREFORE, SELL AND CONVEY SAID LAND TO THE SAID AAM / US Bank EXECUTED THIS THE 24TH DAY OF MARCH, 2006.

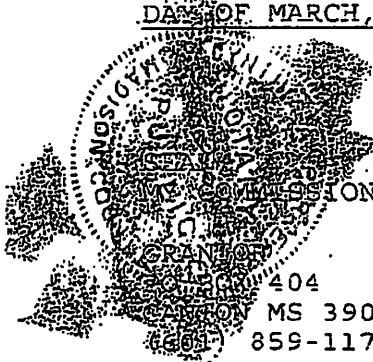
*[Signature]*  
ARTHUR JOHNSTON, CHANCERY CLERK  
MADISON COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY. IN AND FOR THE JURISDICTION ABOVE MENTIONED, ARTHUR JOHNSTON, CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI, WHO ACKNOWLEDGED THAT HE EXECUTED, SIGNED AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT ON THE DAY AND YEAR AND FOR THE PURPOSES THEREIN STATED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 24TH DAY OF MARCH, 2006.

*[Signature]*  
NOTARY PUBLIC



COMMISSION EXPIRES: 12-11-09

GRANTEE:

EXHIBIT  
1

404  
MS 39046  
859-1177  
48,42  
405 No. 115<sup>th</sup> Street, Suite 100  
Omaha, NE 68154  
PH: (402) 399-9049 X 115  
FX: (402) 399-5350

MADISON COUNTY MS This instrument was filed for record Mar. 29 2006 at 12:54 PM.  
Book 2034 Page 605  
ARTHUR JOHNSTON, C. C.  
BY: *[Signature]* D.C.



Recording Requested By:  
Adair Holdings, LLC  
405 No. 115<sup>th</sup> Street, Suite 100  
Omaha, NE 68154  
Phone: (402) 399-9049

15,00  
418

100-125 Juffin  
Madison, MS

499520

QUIT-CLAIM 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 and sufficiency of all of which is hereby acknowledged, the undersigned, AAM/US BANK a/k/a ADAIR ASSET MANAGEMENT, a Nebraska Limited Liability Company, Grantor, does hereby sell, convey and Quit Claim unto Adair Holdings, L.L.C., a Nebraska Limited Liability Company, Grantee(s), the following described land and property lying and being situated in MADISON County, Mississippi, to-wit:

1.47 AC BEING LOTS 3 & 4 & PT OF LOW TS 1 & 2 .  
KEARNEY PARK PT I  
PARCEL NO. 0611-29D-114-01.00

THIS CONVEYANCE is subject to applicable building restrictions, restrictive covenants, easements and mineral reservations of record.

WITNESS THE SIGNATURE of the Grantor on this the 4 day of April, 2006.



AAM/US BANK a/k/a ADAIR ASSET MANAGEMENT, a Nebraska Limited Liability Company,

BOOK 2041 PAGE 0423.

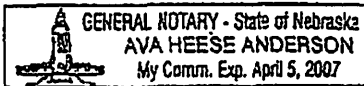
BY: US ASSETS, LLC, A Nebraska limited liability company

BY: Chris Newhouse, member  
Chris Newhouse, Member

BY: Axel Adair, member  
Axel Adair, Member

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4 day of April, 2006, within my jurisdiction, the within named Chris Newhouse and Axel Adair, who acknowledged that they are a Member of U.S. Assets, L.L.C., a Nebraska Limited Liability Company the sole member of AAM/US BANK and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said Limited Liability Company so to do.



Ava Heese Anderson  
Ava Heese Anderson

My Commission Expires: April 5, 2007

Address of Grantee(s):

ADAIR HOLDINGS, L.L.C.  
405 N. 115<sup>th</sup> Street, Ste 100  
Omaha, Nebraska 68154  
Telephone: (402) 399-9049

Address of Grantor(s):

AAM/US BANK  
405 N. 115<sup>th</sup> Street, Ste 100  
Omaha, NE 68164  
Telephone: (402) 399-9049

MADISON COUNTY MS This instrument was  
filed for record Apr 17, 2006 at Heard M.  
Book 2041 Page 422  
ARTHUR JOHNSTON, C. C.  
BY: [Signature] D.C.

TAX DEED

024922

498075

BOOK 2034 PAGE 0604

BE IT KNOWN THAT KAY PACE, TAX COLLECTOR OF MADISON COUNTY MISSISSIPPI, DID ON THE 25TH DAY OF AUGUST, 2003 ACCORDING TO LAW, SELL THE FOLLOWING LAND SITUATED IN THE COUNTY OF MADISON, MISSISSIPPI AND ASSESSED TO MULTIGRAPHIC INDUSTRIES INC

3850

TO WIT: 0611-29D-112/00.00

KEARNEY PARK PT 1

9

FOR THE TAXES ASSESSED THEREON FOR THE YEAR 2002, WHEN AAM / US Bank BECAME THE BEST BIDDER THEREFORE AT AND FOR THE SUM OF 8,087.19 ; AND THE SAME NOT HAVING BEEN REDEEMED, I, THEREFORE, SELL AND CONVEY SAID LAND TO THE SAID AAM / US Bank EXECUTED THIS THE 24TH DAY OF MARCH, 2006.

*[Signature]*  
ARTHUR JOHNSTON, CHANCERY CLERK  
MADISON COUNTY, MISSISSIPPI

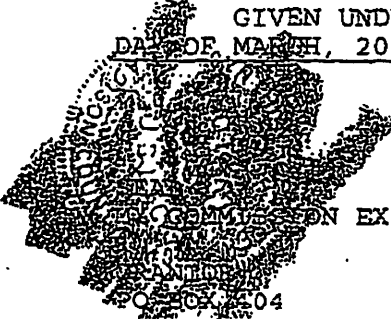
STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE JURISDICTION ABOVE MENTIONED, ARTHUR JOHNSTON, CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI, WHO ACKNOWLEDGED THAT HE EXECUTED, SIGNED AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT ON THE DAY AND YEAR AND FOR THE PURPOSES THEREIN STATED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 24TH DAY OF MARCH, 2006.

*[Signature]*  
NOTARY PUBLIC



CANTON, MS 39046  
(601) 859-1177

GRANTEE:

48.42 405 No. 115<sup>th</sup> Street, Suite 100  
Omaha, NE 68154  
PH: (402) 399-9049 X 115

MADISON COUNTY MS. This instrument was filed for record Mar. 29, 2006 at 4:25 PM.

Book 2034 Page 607  
ARTHUR JOHNSTON, C. C.

BY: *[Signature]* D.C.



EXHIBIT  
3



AAM/US BANK /a ADAIR ASSET MANAGEMENT, a Nebraska Limited Liability Company,

BY: US ASSETS, LLC, A Nebraska limited liability company

BOOK 2041 PAGE 0419

BY: Chris Newhouse, member  
Chris Newhouse, Member

BY: Axel Adair, member  
Axel Adair, Member

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4 day of April, 2006, within my jurisdiction, the within named Chris Newhouse and Axel Adair, who acknowledged that they are a Member of U.S. Assets, L.L.C., a Nebraska Limited Liability Company the sole member of AAM/US BANK and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said Limited Liability Company so to do.

Ava Heese Anderson  
Ava Heese Anderson



My Commission Expires: April 5, 2007

Address of Grantee(s):

ADAIR HOLDINGS, L.L.C.  
405 N. 115<sup>th</sup> Street, Ste 100  
Omaha, Nebraska 68154  
Telephone: (402) 399-9049

Address of Grantor(s):

AAM/US BANK  
405 N. 115<sup>th</sup> Street, Ste 100  
Omaha, NE 68164  
Telephone: (402) 399-9049

MADISON COUNTY MS This instrument was filed for record Apr 19, 2006 at 11:00 P.M.

Book 2041 Page 418  
ARTHUR JOHNSTON, C. C.

BY: Clark D.C.







COLLABORATIVE, PROACTIVE & PREVENTATIVE LEGAL SERVICES

CONFIDENTIAL SETTLEMENT OFFER

18 February 2009

Via United States First Class Mail, and  
Email: (bradw@homelandtitle.com) & Facsimile: (601) 355-0009

Brad D. Wilkinson, Esq.  
Wilkinson Law Firm, P.C.  
511 Keywood Circle  
Flowood, Mississippi 39232

Madison County Court Cause No. CO-2007-0304 – Parcel No. 061I-29D-112-00.00  
Re: Madison County Court Cause No. CO-2007-0159-1 - Parcel No. 061I-29D-114-01.00

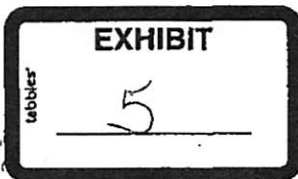
Dear Brad:

Pursuant to our conversation after court yesterday, it's my understanding that your client Multigraphic Industries, Inc. ("Multigraphic") wishes to explore the possibility of a global settlement with Adair Holdings, LLC ("Adair"), regarding the above causes of action (hereinafter collectively "Actions"); hereinafter Multigraphic and Adair may, from time to time, and as the context allows, be collectively referred to as the "Parties".

To that end, Adair would, for the global settlement of the subject Actions, be willing to accept, from Multigraphics, (i) the sum of Twenty Six Thousand Three Hundred Ninety Eight Dollars and Twenty One Cents (\$26,398.21), (ii) the execution by Multigraphic, for the benefit of Adair, of a Full And Final Receipt, Release And Settlement Agreement ("Release") and, (iii) an Agreed Motion and Order entered into by and between the Parties allowing the pending Motion for Summary Judgment to proceed, without opposition, subject however, that that no costs, fee, expenses, levies, and/or damages of any kind or character, would be assessed against Adair with regards to same, and thus allowing for the setting aside of the subject tax sales, (hereinafter collectively, "Consideration").

Page 1 of 2

CIDN: 08-22685 & 09-22734



In-State Phone (228) 436-4444  
In State Facsimile (228) 436-0027

Toll Free Phone (866) 355-0009  
Toll Free Facsimile (866) 355-0009

Post Office Drawer 527  
Biloxi, Mississippi 39533

Info@KalomLaw.com  
www.KalomLaw.com

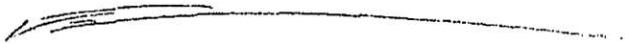
Furthermore, based upon the fact that the subject Motions for Summary Judgment have been set to be heard on March 2, 2009, and that as a consequence Adair must then submit all of its Motions, Objections, Claims, Defenses, etc. to the Court by February 25<sup>th</sup>, the above settlement offer shall, automatically expire if written acceptance of same has not been received by the undersigned counsel on or before 1:30 p.m. on Thursday, February 19, 2009.

In addition, it is understood and agreed that this settlement offer is in compromise of a doubtful and disputed claim, and that any Consideration accepted and/or offered is not to be construed as an admission of liability on the part of Adair, and that Adair specifically denies any liability therefore, and instead is intend merely to forgo the necessity of the Parties having to proceed with costly and protracted litigation, and buy their peace.

Finally, in the event your client does not accept subject Settlement Offer, I would ask that you please return, at your earliest possible convenience, the Agreed Order that was forwarded to you yesterday afternoon. If you have any questions, do not hesitate to call.

Sincerely,

KALOM LAW FIRM, PLLC



T. Mitchell Kalom

TMK:dgs

Page 2 of 2

CIDN: 08-22685 & 09-22734

In State Phone (228) 436-4444 | Toll Free Phone (866) 900-5858 | 971 Division Street | Post Office Drawer 527 | info@KalomLaw.com  
In State Facsimile (228) 436-0027 | Toll Free Facsimile (866) 900-8181 | Biloxi, Mississippi 39530 | Biloxi, Mississippi 39533 | www.KalomLaw.com

**KALOM & ASSOCIATES**

GRANTOR: AAM/US Bank a/k/a Adair  
Asset Management, LLC and  
Adair Holdings, LLC

GRANTEE: Multigraphic Industries, Inc.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

QUITCLAIM REDEMPTION DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, AAM/US BANK A/K/A ADAIR ASSET MANAGEMENT, LLC and ADAIR HOLDINGS, LLC, (hereinafter collectively, "Grantor"), does, for the express purpose of redemption affecting the full and final redemption and release of the subject Property from the 2002 Madison County Delinquent Real Property Tax Sale, hereby release, convey and quitclaim unto MULTIGRAPHIC INDUSTRIES, INC., ("Grantee"), all of its right, title and/or interest in and to the following described lands and property, together with all improvements located thereon ( "Property"), situated in the County of Madison, State of Mississippi, to-wit:

Located in Section 22 Township 09 North, and Range 01 West, Madison County, Mississippi; described as 1.47 AC BEING LOTS 3 & 4 & PT OF LOW TS 1 & 2, KEARNEY PARK PT 1, County of Madison, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Madison County, Mississippi, and generally referenced and bearing Madison County Tax Parcel Number 0611-29D-114/01.00.

Said Property being more particularly described in that property description survey made a part of and set out in that certain Deed Filed and Recorded in the Official Land Records of Madison County, Mississippi, in Deed Book 2041 at Page(s) 0422-0423; and

Including any and all easements, rights and appearances to the property, any and all appurtenant rights in and to public rights-of-way and any streets; as well as any and all improvements lying and/or being situated thereon; and

LESS, EXCEPT AND SUBJECT to any and all prior, valid and outstanding reservations, conveyances and/or leases of minerals of every kind and character including, without limitation, oil, gas, sand, gravel and/or other minerals lying in, on or under the subject Property.

LESS, EXCEPT AND SUBJECT to any and all valid and outstanding easements, rights-of-way, protective and/or restrictive covenants, reservations, conveyances, exceptions, applicable zoning and building ordinances, power line easements, and/or other easements or rights of way of record in the Official Records of Madison County, Mississippi and or with such other State or local agency where such matters may be found.



This "as is," "where is" Quitclaim Redemption Deed ("Quitclaim") has been executed by Grantor and accepted by Grantee with the primary intent of affecting the full and final redemption and release of the subject Property from the 2002 Madison County Delinquent Real Property Tax Sale; and to quitclaim any interest Grantor may hold in the subject Property. Said Quitclaim is made subject to any and all outstanding property taxes, assessments, charges, liens, claims, encumbrances, pending litigation and/or suits, deficiencies of any kind or character, and to any other clouds of title, and/or other items existing, whether or not filed of record; moreover, notwithstanding anything herein to the contrary, this Redemption Deed is expressly made subject to the terms and conditions of that certain Judgment dated \_\_\_\_\_, March, 2009, and to the terms and conditions of that certain Release dated 11<sup>th</sup> March, 2009, both of which have been agreed to and entered into by the herein referenced Grantor and Grantee. The consideration for said Quitclaim has been agreed upon in the above referenced Release. Said Release and Judgment are attached hereto as Exhibit(s) "1" and "2", respectively, and incorporated herein by reference as if set out in full words and figures.

Moreover, Grantee understands that Grantor, its agents, successors and/or assigns, have not made any representations, warranties, or certifications to the Grantee, of any kind, either expressed or implied, regarding this Property, the improvements located thereon, and/or as to the ownership, possession or the insurability or marketability of title, and that same are expressly waived by Grantor herein.

By acceptance of this Redemption Deed, as evidenced by the Grantor and Grantee expressly assenting to its form and substance in the subject Release and Judgment, Grantee, its heirs, agents, assigns, and successors unconditionally affirm and accept, without reservations, the content of this document and expressly agree to indemnify and hold Grantor, its officers, agents, successors and/or assigns harmless from any and all claims, (whether made by the Grantee, its heirs, agents, successors, assigns, or any other party), including without limitation, any encumbrances or deficiencies, in title to said parcel, including, without limitation, environmental problems, building code violations, as to legal description, platting, assessment, condition of the Property and/or any improvements which may exist on said parcel, and/or any deficiency in any tax sale procedure conducted by any taxing authority as to this parcel and/or as to any lien, claim, encumbrance relating to our arising out of said parcel or title therein.

Grantee expressly assumes responsibility for payment of any and all delinquent or current taxes and/or assessments of any kind or character, against said Property, including, but not limited to, city and county real property taxes for the years 2003 - 2009 as well as any such claim prior to or after said period.

The preparer of this instrument, as well as Grantor, assume no liability for the state of the title or any inaccuracy of the legal description.

This redemption paid by Multigraphic Industries, Inc. ("Payment"), as more particularly referenced and controlled in the aforementioned Release, is made a part of and shall inure to its and all-previous owners' and lienholders' benefit.

WITNESS MY SIGNATURE, this 7 day of March, 2009.

AAM/US Bank a/k/a Adair Asset Management, a  
Nebraska Limited Liability Company

BY: US Assets, LLC, a Nebraska Limited Liability  
Company, its Manager

[Signature]  
/s/ Chris Newhouse, Member

[Signature]  
/s/ Axel Adair, Member

BY: Adair Holdings, LLC

[Signature]  
/s/Chris Newhouse, Member

STATE OF NEBRASKA  
COUNTY OF Woodbury

Personally appeared before me, the undersigned authority in and for the said County and State, on this 7 day of March, 2009, within my jurisdiction, the within named, Chris Newhouse, who acknowledged that she is a Member of US Assets, a Nebraska Limited Liability Company, which is Manager of AAM/US Bank a/k/a Adair Asset Management, a Nebraska Limited Liability Company and that for and on behalf of said Limited Liability Companies and as the act and deed of both she executed the above and foregoing instrument, after first having been duly authorized by said Limited Liability Companies to do so.



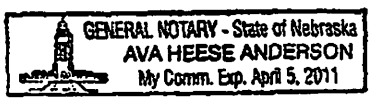
[Signature]  
NOTARY PUBLIC - SIGNATURE

My Commission Expires: 4/5/2011  
(Affix Seal)

STATE OF NEBRASKA  
COUNTY OF Lincoln

Personally appeared before me, the undersigned authority in and for the said County and State, on this 11 day of March, 2009, within my jurisdiction, the within named, Axel Adair, who acknowledged that he is a Member of US Assets, a Nebraska Limited Liability Company, which is Manager of AAM/US Bank a/k/a Adair Asset Management, a Nebraska Limited Liability Company and that for and on behalf of said Limited Liability Companies and as the act and deed of both he executed the above and foregoing instrument, after first having been duly authorized by said Limited Liability Companies to do so.

Ava Heese Anderson  
NOTARY PUBLIC - SIGNATURE

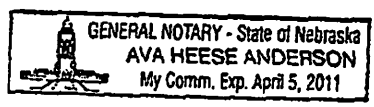


My Commission Expires: 4/5/2011  
(Affix Seal)

STATE OF NEBRASKA  
COUNTY OF Lincoln

Personally appeared before me, the undersigned authority in and for the said County and State, on this 11 day of February, 2009, within my jurisdiction, the within named, Chris Newhouse, who acknowledged that she is a Member of Adair Holdings, LLC, and that for and on behalf of said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company to do so.

Ava Heese Anderson  
NOTARY PUBLIC - SIGNATURE



My Commission Expires: 4/5/2011  
(Affix Seal)

Grantor:  
AAM/US BANK a/k/a Adair Asset  
Management, LLC  
405 N. 115<sup>th</sup> Street, Suite 100  
Omaha, Nebraska 68154  
(402) 399-9049  
And  
Adair Holdings, LLC  
405 N. 115<sup>th</sup> Street, Suite 100  
Omaha, Nebraska 68154  
(402) 399-9049

Grantee:  
Multigraphic Industries, Inc.  
120 Griffin Drive,  
Flora, MS 39071  
(601) 879-3962

TITLE NOT EXAMINED - NO SURVEY PROVIDED

**INDEXING INSTRUCTIONS**

PLEASE RECORD AND INDEX IN THE DIRECT/REVERSE ALPHABETICAL LAND DEED INDEX  
AND ON THE SECTIONAL INDEX FOR MADISON COUNTY, MISSISSIPPI AS FOLLOWS:

S/T/R 22-09N-01W: 1.47 AC BEING LOTS 3 & 4 & PT OF LOW T'S 1 & 2; KEARNEY PARK PT 1.

Tax Parcel Number 0611-29D-114/01.00

**THIS DOCUMENT PREPARED BY & AFTER RECORDING RETURN TO:**

Kalom Law Firm, PLLC  
971 Division Street, Biloxi, Mississippi 39530  
(228) 436-4444 Phone ~ (228) 436-0027 Facsimile  
Info@KalomLaw.com

MADISON COUNTY MS This instrument was  
filed for record MAY 8, 2009 at 12:30 P.M.

Book 2425 Page 704  
ARTHUR JOHNSTON, C. C.

BY:  D.C.





0225



Find address or place

Parcels: 0611-29D-114/01.00

Parcel ID: 0611-29D-114/01.00  
Owner: MULTIGRAPHIC INDUSTRIES INC  
Address: 0  
Deed Record: [Click Here to See Deed](#)

[Zoom to](#)

LIVINGSTON VERNON RD

REINFORCE

200ft  
-90.313 32.590 Degrees

Madison County GIS Department Kay Little 125 W Center St Canton, MS 3904