
PREPARED BY:

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Montgomery McGraw, PLLC
P. O. Box 1039
Canton, MS 39046
601-859-3616

RETURN TO:

Don A. McGraw, Jr.
Montgomery McGraw, PLLC
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601-859-3616

INDEXING: SE1/4 of Section 24, Township 8 North, Range 2 East, Madison County,
Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

WARRANTY 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 which is hereby acknowledged, the undersigned:

GRANTOR:

HARVEY CROSSING, LLC, a Mississippi Limited Liability Company
607 Highland Colony Pkwy., Ste. 200
Ridgeland, MS 39157
Phone: 601-856-0009

does hereby sell, convey and forever warrant unto:

GRANTEE:

MADISON COUNTY, MISSISSIPPI
A BODY POLITIC
125 West North Street
Canton, MS 39046
Phone: 601-855-5500

the following described land and property situated in Madison County, Mississippi, to wit:

SEE EXHIBIT "A" ATTACHED HERETO.

WARRANTY OF THIS CONVEYANCE is subject to the following exceptions, to wit:

1. County of Madison, Mississippi, ad valorem taxes for the year 2015, which shall be prorated to the date hereof.
2. County of Madison, Mississippi, Zoning and Subdivision Regulations Ordinances, as amended and Air, Water, Pollution and Flood Control regulations imposed by a governmental authority having jurisdiction over same.
3. Any right or interest in oil, gas, and other minerals in, on, or under the above-described property reserved or conveyed by prior owners. Grantor hereby reserves such oil, gas and other minerals which it may now own lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines and other utilities and restrictive covenants of record.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and Sections 43-37-1, et seq., and Sections 43-39-1, et seq., of the Mississippi Code Annotated (1972), and acknowledges that Grantor is aware of its rights under said Act and laws, including, but not limited to:

- A. Notification of the Grantee's desire to obtain the property and receipt of a copy of the above named Act; and,
- B. The opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and,
- C. An opportunity to have the value of the property determined by a Court of competent jurisdiction and to be compensated therefore.

The Grantor does hereby waive all additional rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law", plus any rights and privileges under the "Relocation Assistance Law" and Sections 43-37-1 et seq., and Sections 43-39-1 et seq., of the Mississippi Code Annotated (1972), and Grantor further acknowledges that the Grantee has complied with any and all laws and procedures set forth above. Grantor further acknowledges that it has received just compensation for the real property herein described.

As a part of the above mentioned consideration, Grantee, for and on behalf of itself and its representatives, successors and assigns, does hereby accept said property "as and where is" and in its present condition with respect to suitability for Grantee's purposes, location, and physical conditions, including, without limitation, soil types, fill material, and bearing capacity and Grantee does also hereby release Grantor from any and all claims for damages as a result of the location and condition of said lot including, without limitation, damages which hereafter may be suffered by Grantee or its representatives, successors, and assigns as a result of movement of soil, the natural flow of storm water, the overflow of established drainage ways, or the failure to maintain said drainage ways by the persons or agencies responsible therefor.

WITNESS OUR SIGNATURE on this the 1st day of April, 2015.

HARVEY CROSSING, LLC,
a Mississippi Limited Liability Company

BY: Mark S. Jordan
Mark S. Jordan, Manager

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 1st day of April, 2015, within my jurisdiction, the within named **Mark S. Jordan** who acknowledged that he is Manager of **Harvey Crossing, LLC, a Mississippi Limited Liability Company**, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument after first having been duly authorized by said company ~~so to do~~.



Beth C. Lindsey
NOTARY PUBLIC

MY COMMISSION EXPIRES:
9/23/15
(SEAL)

EXHIBIT "A"

Property Description:

A parcel of land lying and situated in the SE 1/4 of Section 24, Township 8 North, Range 2 East, Madison County, Mississippi being more particularly described as follows: Commence at an iron pin representing the SW corner of Lot 98 of Harvey Crossing II-A, a subdivision, the map or plat of which is of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi and run thence N 88 degrees 35 minutes 24 seconds E for a distance of 624.62 to an iron pin on the southerly right of way of Yandell Road (circa March, 2014), which is the Point of Beginning of the parcel herein described. From the Point of Beginning run thence northeasterly along said right of way and along the arc of a curve to the left having a radius of 676.62 feet, a delta angle of 20 degrees 25 minutes 38 seconds, a chord bearing of N 46 degrees 23 minutes 59 seconds E, a chord length of 239.95 feet and an arc length of 241.23 feet for a distance of 241.23 feet to a point; thence run N 36 degrees 42 minutes 23 seconds E along said right of way for a distance of 146.61 feet to an iron pin; thence run S 53 degrees 17 minutes 37 seconds E for a distance of 180.88 feet to an iron pin; thence run S 1 degree 53 minutes 35 seconds W for a distance of 238.10 feet to an iron pin on the northerly right of way of Cedar Grove Lane as in use; thence run N 88 degrees 25 minutes 59 seconds W along said northerly right of way for a distance of 241.56 feet to a point; thence run N 89 degrees 10 minutes 13 seconds W along said right of way for a distance of 118.10 feet to an iron pin at the intersection of said northerly right of way with the southerly right of way of said Yandell Road; thence run N 35 degrees 27 minutes 09 seconds W along said right of way for a distance of 67.22 feet to the Point of Beginning. This parcel contains 2.00 acres, more or less.

SIGNED FOR IDENTIFICATION:

HARVEY CROSSING, LLC

BY: 
Mark S. Jordan, Manager

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
A. HUD-1 UNIFORM SETTLEMENT STATEMENT

B. Type of Loan

1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins.	6. File Number: 2014-00739	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.			

C. NOTE: This form furnishes a statement of settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Madison County, Mississippi, a Body Politic 125 West North Street Canton, MS 39046	E. Name, Address & TIN of Seller: Harvey Crossing, LLC 607 Highland Colony Parkway, Suite 200 Ridgeland, MS 39157	F. Name & Address of Lender:
G. Property Location: 2.0± Acres in SE 1/4 of §24-T8N-R2E, Madison County, MS	TIN of Seller: 64-0914483 Place of Settlement: 151 West Peace Street Canton, MS 39046	H. Settlement Agent: Don A. McGraw, Jr. Montgomery McGraw, PLLC
		I. Settlement Date: Apr 2, 2015

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower:	
101. Contract sales price	200,000.00
102. Personal Property	
103. Borrower's settlement charges (line 1400)	12.00
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes to	0.00
107. County taxes to	0.00
108. Assessments to	0.00
109. to	0.00
110.	
111.	
112.	
113.	
120. Gross Amount Due from Borrower	200,012.00

200. Amounts Paid by or in Behalf of Borrower:	
201. Deposits or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206. Donation of 1 acre by Seller	100,000.00
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	0.00
211. County taxes 1/1/15 to 4/2/15	12.00
212. Assessments to	0.00
213. to	0.00
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid By/for Borrower	100,012.00

300. Cash at Settlement From/to Borrower	
301. Gross amount due from borrower (line 120)	200,012.00
302. Less amounts paid by/for borrower (line 220)	100,012.00
303. Cash <input checked="" type="checkbox"/> from <input type="checkbox"/> to Borrower	100,000.00

K. Summary of Seller's Transaction

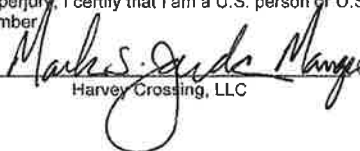
400. Gross Amount Due to Seller:	
401. Contract sales price	200,000.00
402. Personal Property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes to	0.00
407. County taxes to	0.00
408. Assessments to	0.00
409. to	0.00
410.	
411.	
412.	
413.	
420. Gross Amount Due to Seller	200,000.00

500. Reductions in Amount Due to Seller:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	875.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage to Trustmark	
505. Payoff of second mortgage	
506. Donation of 1 acre by Seller	100,000.00
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes to	0.00
511. County taxes 1/1/15 to 4/2/15	12.00
512. Assessments to	0.00
513. to	0.00
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	100,887.00

600. Cash at Settlement To/from Seller	
601. Gross amount due to seller (line 420)	200,000.00
602. Less reductions in amount due seller (line 520)	100,887.00
603. Cash <input checked="" type="checkbox"/> to <input type="checkbox"/> from Seller	99,113.00

Substitute Form 1099 Seller Statement

The information in Blocks E, G, H, I & line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, *Sale or Exchange of Principal Residence*, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, *Form 6252 and/or Schedule D (Form 1040)*. You are required by law to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your taxpayer identification number, you may be subject to civil or criminal penalties imposed by the law. Under penalties of perjury, I certify that I am a U.S. person or U.S. resident alien and the number shown on this statement is my correct taxpayer identification number.


 Harvey Crossing, LLC (Seller)

L. Settlement Charges

700. Total Sales/Broker's Commission: (based on price)	200,000.00 @	%		
Division of Commission (line 700) as follows:				
701.				
702.				
703. Commission paid at Settlement				0.00
704.				
800. Items Payable in Connection with Loan				
801. Loan Origination Fee				
802. Loan Discount				
803. Appraisal Fee				
804. Credit Report				
805. Lender's Inspection Fee				
806. Mortgage Insurance Application Fee				
807.				
808.				
809.				
810.				
811.				
812.				
813.				
814.				
900. Items Required by Lender to Be Paid in Advance				
901. Interest from _____ to _____ @ _____ per day				0.00
902. Mortgage Insurance Premium for _____				
903. Hazard Insurance Premium for _____				
904.				
905.				
1000. Reserves Deposited with Lender				
1001. Hazard insurance _____ months @ \$ _____ per month				0.00
1002. Mortgage insurance _____ months @ \$ _____ per month				0.00
1003. City property taxes _____ months @ \$ _____ per month				0.00
1004. County property taxes _____ months @ \$ _____ per month				0.00
1005. Annual assessments _____ months @ \$ _____ per month				0.00
1006. _____ months @ \$ _____ per month				0.00
1007.				
1008.				
1009. Aggregate Accounting Adjustment				
1100. Title Charges				
1101. Settlement/closing fee				
1102. Abstract/title search				
1103. Title examination to Montgomery McGraw, PLLC				225.00
1104. Title insurance binder				
1105. Document preparation to Montgomery McGraw, PLLC				150.00
1106. Notary fees				
1107. Attorney's fees to Montgomery McGraw, PLLC (includes above item numbers)				500.00
1108. Title insurance (includes above item numbers)				
1109. Lender's coverage				
1110. Owner's coverage				
1111.				
1112.				
1113.				
1200. Government Recording and Transfer Charges				
1201. Recording fees Deed 12.00 Mortgage Release				12.00 0.00
1202. City/county tax/stamps Deed Mortgage				0.00 0.00
1203. State tax/stamps Deed Mortgage				0.00 0.00
1204.				
1205.				
1206.				
1300. Additional Settlement Charges				
1301. Survey				
1302. Pest Inspection				
1303.				
1304.				
1305.				
1306.				
1307.				
1308.				
1400. Total Settlement Charges (This Number Transfers to Lines 103 & 502 Above)				12.00 875.00

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Mark D. ... Seller
Harvey Crossing, LLC

_____ Borrower
Madison County, Mississippi, a Body Politic

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

_____ Settlement Agent _____ Date
Don A. McGraw, Jr.

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010