

17711

NOTICE OF CONSTRUCTION LIEN

STATE OF MISSISSIPPI

COUNTY OF MADISON

NOTICE IS HEREBY GIVEN that FAULKNER CONSTRUCTION COMPANY, INC., a Mississippi Corporation, does hereby claim a lien pursuant to Section 85-7-131, Mississippi Code of 1972, Annotated, as amended, against the following described property in Madison County, Mississippi, to-wit:

235 acres, more or less, in Sections 17 and 18, Township 10 North, Range 5 East, as described in that certain Special Warranty Deed executed by Trustmark National Bank to Eddie D. Baldwin and John Baldwin dated and filed July 10, 1987, recorded in Book 230 at Page 01 of the records of the Chancery Clerk of Madison County, Mississippi, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

The aforesaid lien is in the amount of SEVENTEEN THOUSAND FIVE HUNDRED FIFTY TWO AND 27/100 DOLLARS (\$17,552.27), which is the unpaid balance for labor and equipment furnished by Faulkner Construction Company, Inc., in the building and construction of a Harness Racing Tract on the above described property, acknowledged in writing by John Baldwin, as shown by Exhibit "B" attached hereto.

No suit has been filed and no contract has been recorded or filed.

To the best of the knowledge and belief of the undersigned, the parties affected hereby are as follows, to-wit:

- (1) JOHN BALDWIN and EDDIE D. BALDWIN, Owners; and
- (2) TRUSTMARK NATIONAL BANK, Canton Branch, Canton, Mississippi, Mortgagee.

EXECUTED this the 1st day of March, 1989.

FAULKNER CONSTRUCTION COMPANY, INC.

SATISFIED AND CANCELLED
BY FAULKNER CONSTR.
CO., INC.

By Hester M. Faulkner
10-25-90

BY: Billy V. Faulkner (Pres.)
Hester M. Faulkner, President

For Partial Release See
Book 7 Page 48
Billy V. Cooper C.C.
By: Karenopy D.C.
8-22-90

ATTEST:

THIS 25 DAY OF Oct 1990
BY BILLY V. COOPER CHANCERY CLERK
J Cole D.C.

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, HESTER M. FAULKNER, President of Faulkner Construction Company, Inc., a Mississippi Corporation, who, after being by me first duly sworn, stated that the above and foregoing claim and lien and all other facts stated therein are in all respects true and correct, and that no part of said claim has been paid.

Hester M. Faulkner
Hester M. Faulkner

SWORN TO AND SUBSCRIBED before me, this the 1st day of
March, 1989.

Elaine R. Foucher
Notary Public

(SEAL)

My commission expires:

November 14, 1991

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7358

INDEXED

SPECIAL 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, TRUSTMARK NATIONAL BANK, a national banking association, organized under the laws of the United States of America, hereinafter referred to as Grantor, does hereby grant, bargain, sell, convey and warrant specially, subject to those matters hereinafter set forth unto EDDIE D. BALDWIN and JOHN BALDWIN, Grantees, the following described real property lying and being situated in Madison County, Mississippi, to wit:

A tract of land situated in Sections 17 and 18 of Township 10 North, Range 5 East, Madison County, Mississippi; all lying west of the Choctaw Boundary Line and north of Sulpher Springs Road and more particularly described as follows:

Commencing from the corner common to Section 17, 18, 19 and 20 of Township 10 North, Range 5 East, Madison County, Mississippi; thence S89°57'25"E for 617.50 feet to a point on the Choctaw Boundary Line; thence N10°12'37"W along the said Choctaw Boundary Line for 2740.3 feet to a concrete monument at the intersection of the northern Right-of-way line of Sulpher Springs Road and the said Choctaw Boundary Line, said monument being the "Point of Beginning" of the tract herein described; thence

N10°12'37"W along the said Choctaw Boundary Line for 644.79 feet to a point; thence

N7°30'W and continuing along the said Choctaw Boundary for 715.09 feet to a point at the northeast corner of the tract herein described; thence

S76°00'W for 4084.37 feet to a point; thence

S70°00'W for 1320.00 feet to a point at an old fence corner representing the Northwest corner of the SW1/4 of Section 18, Township 10 North, Range 5 East, of said Madison County; thence

South along the west line of the said SW1/4 for 1151 feet, more or less, to a point in the center of Doaks Creek as it exist today; thence

Continuing along the meanders of said Doaks Creek in a southeasterly direction to a point where the northern Right-of-Way line of Sulpher Springs Road intersects the center of said Doaks Creek as it exist today; thence

EXHIBIT "A"

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N41°41'09"E along the said northern Right-of-Way line of Sulpher Springs Road for 103.06 feet to a concrete Right-of-Way monument; thence

N41°41'09"E and continuing along said Right-of-Way line for 197.59 feet to a concrete Right-of-Way monument; thence

N37°34'E for 208.58 feet to a point; thence

N48°40'25"E for 209.47 feet to a concrete Right-of-Way monument; thence

N46°41'36"E and continuing along the said northern Right-of-Way line of Sulpher Springs Road for 234.70 feet to a concrete Right-of-Way monument; thence

N52°43'01"E along the said northern Right-of-Way line for 523.38 feet to a concrete Right-of-Way monument; thence

N55°22'19"E along the said northern Right-of-Way line for 219.74 feet to a concrete Right-of-Way monument; thence

N51°42'55"E and continuing along the said northern Right-of-Way line for 778.28 feet to a concrete Right-of-Way monument; thence

N51°48'06"E along the northern Right-of-Way line of Sulpher Springs Road for 521.44 feet to a concrete Right-of-Way monument; thence

N48°45'44"E along the said northern Right-of-Way line for 198.92 feet to a concrete Right-of-Way monument; thence

N52°47'45"E along the said northern Right-of-Way line for 199.45 feet to a concrete Right-of-Way monument; thence

N46°40'52"E and continuing along the said Right-of-Way line for 204.79 feet to the said "Point of Beginning", containing 235 acres, more or less, as calculated by approximations only, and the definite acreage of this tract can only be determined by a precise location of Doaks Creek.

Bearings on this survey have an origin of TRUE NORTH as established by computations from celestial observations.

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

1. Existing rights-of-way, leases, servitudes, easements, restrictive covenants, building and zoning restrictions and regulations adopted by any governmental unit having jurisdiction of the property, and taxes and assessments on the above described property for the current year and all subsequent years, which taxes shall be prorated between the Grantor and Grantee as of the date of this conveyance.

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2. Any discrepancies, conflicts, encroachments, shortages in area, acreage, and boundaries or other facts which would be shown by a correct survey; boundary fence agreements; agreements for sidewalks and driveways; all matters arising out of or in connection with acts of the Grantee or those claiming under or through the Grantee.

3. The property and any improvements thereon are being conveyed on an as is basis, and Grantee hereby specifically agrees that Grantor is not responsible for any repair or damages to said property and improvements.

4. It is specifically understood and agreed that any such minerals as are conveyed to Grantees, if any, are conveyed without warranty of any kind.

WITNESS THE SIGNATURE OF THE GRANTOR on this the 10 day of July, 1987.

TRUSTMARK NATIONAL BANK

BY: 
Sam P. Smith-Vaniz,
Senior Vice President

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named SAM P. SMITH-VANIZ, who stated and acknowledged to me that he is the Senior Vice President of Trustmark National Bank, a national banking association, and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated in the name of, for and on behalf of Trustmark National Bank, he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 10 day of July, 1987.


Maurie E. Butler, laud
NOTARY PUBLIC

MY COMMISSION EXPIRES:

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GRANTOR:
Trustmark National Bank
123 W. Peace Street
Canton, MS 39046
Phone No. 859-7410

GRANTEE:
Eddie D. Baldwin
1447 E. 57th Street
Chicago, Illinois 60615
Home Phone No. 312-994-5505
Business Phone No. 312-699-2127

John Baldwin
Rt. 2, Box 13
Camden, MS 39045
Home Phone No. 468-2098
Business Phone No. Retired

C2070308
358-39/9420

SAYING, MISSISSIPPI, County of Madison:
I, BILLY V. COOPER, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
in my office on this 10 day of July 1987, at 10:45 o'clock A.M., and
published in the newspaper on the 13 day of JULY 1987, Book No. 230 on Page 01 in
offices of the Clerk of the Chancery Court of Said County.
I affix my seal and seal of office, this the 13 day of JULY 1987,
BILLY V. COOPER, Clerk
By M. Wright, D.C.



Faulkner Const Co, Inc.
1311 Northwood Circle
Carthage, Miss 39051 2-28 89
John Baldwin
P. O. Box 13
Canton, Miss 39045

20 1/4 cu Yards #55 per cu. yd.	6888.75
35 cu. yards @ 55.00 per cu. yd.	4675.00
66 1/4 cu. yards @ 30.00 per cu. yd.	4995.00
	81653.75
Sales Tax	993.52
	17553.27

Building Harness Racing
Track

John Baldwin

EXHIBIT "B"

STATE OF MISSISSIPPI, County of Madison:



I certify that the within instrument was filed for record in my office this 1 day
of March, 1989, at 10:05 o'clock A M., and was duly recorded
on the MAR 01 1989, Book No. 6, Page 239.

BILLY V. COOPER, CHANCERY CLERK BY: Kengay D.C.