

For Release See  
Book 8 Page 343.  
Steve Duncan C.C.  
By: K. C. C. C.  
3-25-94

3470

BOOK 8 PAGE 325

"CONSTRUCTION"  
LIEN NOTICE

STATE OF MISSISSIPPI

135509

COUNTY OF \_\_\_\_\_

NOTICE IS HEREBY GIVEN THAT GILLILAND'S PEST CONTROL, INC. DOES HEREBY CLAIM A LIEN ON THE FOLLOWING DESCRIBED PROPERTY SITUATED IN MADISON COUNTY, STATE OF MISSISSIPPI, TO-WIT:

SEE EXHIBIT "A"

The aforesaid lien is in the amount of \$1,987.22 which is the unpaid balance of materials, labor and services furnished in connection with the above described property and improvements located thereon, which labor, materials and services were performed and furnished at the request of the owner of said property.

Suit has not been filed. The contract has not been filed or recorded.

WITNESS MY SIGNATURE, this the 7 day of March, 1994.

GILLILAND'S PEST CONTROL, INC.

BY: P. Allen Burton  
PHONE NUMBER: 601-571-1627

SWORN TO AND SUBSCRIBED BEFORE ME, this the 7 day of March, 1994.

MY COMMISSION EXPIRES:

1-1-96

Steve Duncan  
NOTARY PUBLIC

By: S. Cole DC

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LIMITED WARRANTY DEED

71656

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 CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation, Grantor, does hereby sell, convey and warrant unto HICKORY KNOLL PARTNERS, LTD., an Alabama limited partnership, Grantee, subject only to the Permitted Exceptions set out below, the following real and personal property located and situated in the County of Madison, State of Mississippi, known as the Hickory Knoll Apartments, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE and the warranty contained herein are subject to the Permitted Exceptions described on Exhibit "B" attached hereto and made a part hereof.

WITNESS THE SIGNATURE of the undersigned Grantor on this the 22nd day of October, 1991.

GRANTOR:

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY, a Connecticut  
Corporation

BY: CIGNA Investments, Inc., its  
authorized agent

BY: Richard H. Chase  
Name: Richard H. Chase  
Title: Vice President

Grantor's Address:

900 Cottage Grove Road  
Bloomfield, Connecticut 06002  
(203) 726-6246  
Attn: Paul T. Martin  
Routing S-311

Grantee's Address:

5950 Carmichael Place  
Montgomery, Alabama 36192-0601  
(205) 277-8920  
Attn: John Blanchard

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } Bloomfield

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Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of October, 1991 within my jurisdiction, the within named, Richard H. Chase, who acknowledged that he is the Vice President of CIGNA Investments, Inc., agent for CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

(S.E.A.L.)

My Commission Expires: 3/31/93

NOTARY PUBLIC  
Mary Ann E. Massey

EXHIBIT "A"

Being part of Lots 3 and 6, Block 42, Highland Colony Subdivision of Section 32, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi and being more particularly described as follows:

Commence at an iron bar marking in the intersection of that certain boundary between Rhodes and Cabell, established by Court Decree No. 15,616 and recorded in Deed Book 68 at Page 376, all in the Chancery records of Madison County, Mississippi, with the east right-of-way line of Pear Orchard Road, as it is now (July, 1978) in use, and run thence North 89 degrees 57 minutes East, along the aforesaid court established line, 957.21 feet to an iron pin on the northerly projection of the line between the East 1/2 and West 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of aforesaid Section 32 and the Point of Beginning for the property herein described; run thence North 89 degrees 57 minutes 40 seconds East, 407.80 feet to an iron pin; run thence South 00 degrees 01 minutes 30 seconds West, 1305.94 feet to an iron bar on the north right-of-way line of County Line Road, as it is now (July, 1978) in use; run thence South 89 degrees 50 minutes 30 seconds West along the said north right-of-way line of County Line Road 406.26 feet to an iron bar marking the southeast corner of the now or former property of Forrest M. Morris, Jr., as recorded in Deed Book 135 at Page 483 of the aforesaid Chancery records; run thence North 00 degrees 02 minutes 35 seconds West along the east boundary of the said Morris property and the aforesaid line between the East 1/2 and West 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4, 1306.80 feet to the Point of Beginning, containing 12.207 acres, more or less.

AND ALSO a boundary line agreement as follows:

Commence at an iron bar marking the northwest corner of the Lottie Rhodes property as said corner was established in that certain court decree in Chancery Clause Number 15,616, Madison County, Mississippi said pin marking the east right-of-way of Pear Orchard Road and being 40 feet from the centerline thereof, and continue thence North 89 degrees 57 minutes East and along the north line of the Rhodes property and the south line of the Cabell property as established by said Court Decree for a distance of 957.21 feet to an iron pin, said iron pin marking the eastern terminus of said line established by said Court Decree; said iron pin marking the northwest corner of a certain 12.207 acre tract as shown on the plat of survey of Case and Associates, Inc., dated July 5, 1978 and revised July 14, 1978, said plat being Job Number H-167; said dividing line between the Rhodes and the Cabell property being further shown on the plat of Case and Associates,

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Inc. dated October 1, 1976 on a plat prepared for Donald B. McGehee, et al and being further designated as Job Number H-132; from said iron pin, run thence South 00 degrees 02 minutes 35 seconds East for a distance of 7.0 feet to a point, said point being the western terminus of the line herein agreed upon, and said point being further described as being North 00 degrees 02 minutes 35 seconds West 1299.80 feet from the north line of County Line Road as the same is shown on the plat of survey prepared by Case and Associates, Inc. dated July 5, 1978, revised July 14, 1978, and designated as Job Number B-179 on a plat of survey prepared of Hickory Knoll Apartments; from said western terminus, run thence North 89 degrees 57 minutes 40 seconds East for a distance of 407.82 feet to a point in the east line of the Hickory Knoll Apartments property, and said point further marking the northeast corner of the property belonging to the undersigned Hickory Knoll Limited Partnership, subsequent to and based upon this boundary line agreement and mutual disclaimer. The eastern end of said line is further described as being North 00 degrees 01 minutes 30 seconds East 1299.54 feet North of the north line of County Line Road and from the southeast corner of the property of the undersigned Hickory Knoll Limited Partnership.

SB(2)/B:Property.Desc.

EXHIBIT "B"

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Permitted Exceptions

- A.) All matters shown on the Survey, as delivered to Seller;
- B.) All title defects waived or not objected to by Purchaser pursuant to Section 2.1 of the Agreement Purchase and Sale;
- C.) The liens, security interests, assignment of leases and rights securing payment of the Purchase Money Loan;
- D.) Building restrictions and zoning regulations heretofore or hereafter adopted by any municipal or other public authority relating to the Property;
- E.) All real estate taxes and other taxes and assessments for the current year not yet due and payable as well as all such items for all subsequent years;
- F.) The Leases and the rights of tenants in possession under unrecorded leases;
- G.) Rights or claims of parties in possession not shown by the public records;
- H.) Easements, or claims of easements, not shown by the public records;
- I.) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises;
- J.) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
- K.) General and special taxes for the current year and subsequent years;
- L.) Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand, and gravel in, on, and under subject property;
- M.) Any mechanic and materialmens liens not properly filed of record which have attained, or may attain hereafter, priority to the instruments herein insured;
- N.) Boundary Line Agreement and Mutual Disclaimer recorded in Book 172 at Page 89;

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O.) Fence encroachment on East and North sides as mentioned in Warranty Deeds recorded in Book 145 at Page 765 and Book 157 at Page 516;

P.) Utility and Sanitary Sewer easement to City of Ridgeland recorded in Book 198 at Page 293, and further shown on plat of survey of T. E. McDonald, Inc., dated July 9, 1991;

Q.) Ditch running across West side of subject property as shown on plat of survey of T. E. McDonald, Inc., dated July 9, 1991;

R.) Light poles, fire hydrants, telephone boxes, power boxes, manholes, frame canopy, mail boxes, drain pipe, inlets and signs shown on plat of survey to T. E. McDonald, Inc., dated July 9, 1991; and,

S.) Fence encroachments as shown on plat of survey of T. E. McDonald, Inc., dated July 9, 1991.

SB(2)/B:Exhibit.B



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 25 day of Oct, 19 91, at 345 o'clock P M., and was duly recorded on the OCT 25 1991, Book No. 291, Page 129.

BILLY V. COOPER, CHANCERY CLERK BY: S. Cole D.C.



STATE OF MISSISSIPPI, COUNTY OF MADISON:

I certify that the within instrument was filed for record in my office this 7 day of March, 19 94, at 1125 o'clock A M., and was duly recorded on the MAR 07 1994, Book No. 8, Page 325.

STEVE DUNCAN, CHANCERY CLERK BY: S. Cole D.C.