

51
STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK

6 PAGE 285

21011

NOTICE OF CONSTRUCTION AND MATERIALMAN'S LIEN

NOTICE IS HEREBY GIVEN: That pursuant to Section 85-7-131 et seq. Mississippi Code of 1972, Annotated, Hayes Glass Company, a Mississippi Corporation, files this Notice of Construction and Materialman's Lien for debts contracted and owing, for labor and materials furnished by Hayes Glass Company to Hugh Myers, d/b/a Myers Contracting. Copies of itemized statements of account and all invoices are attached hereto and marked as Exhibit "A" and incorporated herein by reference as though set forth at length in words and figures. The amount due and owing from Hugh Myers, d/b/a Myers Contracting to Hayes Glass Company is in the amount of One Thousand Five Hundred Fifty-Six and 71/100ths Dollars (\$1,556.71). That the amount due and owing from Hugh Myers, d/b/a Myers Contracting, including attorney's fees is in the amount of Two Thousand Twenty-Three and 72/100ths Dollars (\$2,023.72). Said amount is due and owing to Hayes Glass Company by Hugh Myers, d/b/a Myers Contracting. The location and description of the land and building is as follows, to wit:

See Exhibit "B" attached hereto and incorporated herein.

Suit has not been filed on this amount.

WITNESS THE SIGNATURE of the undersigned, this the 9 day of May, 1989.

HAYES GLASS COMPANY

BY: Charles Hayes

STATE OF MISSISSIPPI
COUNTY OF MADISON

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COMES NOW Charles Hayes, of Hayes Glass Company, who first by me being duly sworn on his oath states that the foregoing Notice of Construction and Materialman's Lien and the amount stated therein is true and correct and that said amount remains unpaid to the said Hayes Glass Company, and that as President of said corporation he has knowledge of the facts stated in the foregoing notice, and that said materials were furnished at the specific request of Hugh Myers, d/b/a Myers Contracting, for the purpose of construction of a building located on the property described herein in Madison County, Mississippi, and his affidavit by Charles Hayes is made in behalf of said corporation as an act of said corporation after being so duly authorized.

Charles Hayes
CHARLES HAYES

SWORN TO AND SUBSCRIBED before me, this the 9th day of May, 1989.

Karen L. Tripp
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9/15/89

✓

HAYES GLASS COMPANY

- All Kinds of Glass Work •
- Insulation •

464 S. Liberty Street • Canton, MS 39046 • (601) 859-6700

Tax ID #64-0645396

BOOK

6 PAGE 287

Customer's Order No. _____ Date 2-10 1989

Name Appleton Cross

Address _____

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE RETD.	PAID OUT
QUAN.	DESCRIPTION				PRICE	AMOUNT
MATERIAL						
1	343 Arrow Co. Bus 1/4"					60 00
1	24x36 " Blue					20 00
1	Slide Show can 36x6:					110 00
LABOR <u>Tips</u>						
						60 00
ALL BILLS ARE DUE AND PAYABLE ON OR BEFORE THE 10th OF THE MONTH FOLLOWING DATE OF PURCHASE						
I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto. Not responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond our control.						
SUB-TOTAL						250 00
TAX						15 00
TOTAL						265 00

No 10087 Signed _____
Received By _____

EXHIBIT "A"

HAYES GLASS COMPANY

• All Kinds of Glass Work •
• Insulation •

464 S. Liberty Street • Canton, MS 39046 • (601) 859-6700

BOOK

6 PAGE 288

Tax ID #64-0645396

Customer's
Order No.

Date

2-24-1985

Name

Address

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RETD.	PAID OUT
QUAN.	DESCRIPTION				PRICE	AMOUNT
	MATERIAL					
	Insulation 35Bz 1125244R				825	985 60
16	Labor					128 00
	LABOR					
ALL BILLS ARE DUE AND PAYABLE ON OR BEFORE THE 10th OF THE MONTH FOLLOWING DATE OF PURCHASE						
I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the pur- pose of testing and/or inspection. An express lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto. Not responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond our control.						
SUB-TOTAL						1113 60
TAX						66 51
TOTAL						1180 41

No 10129

Signed
Received
By

EXHIBIT "A"

HAYES GLASS COMPANY

• All Kinds of Glass Work •

• Insulation •

464 S. Liberty Street • Canton, MS 39046 • (601) 859-6700

BOOK

6 PAGE 289

Tax ID #64-0645396

Customer's

Order No

Madison Church Date *3-21* 19 *89*

Name

Myra Co

Address

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION				PRICE	AMOUNT
	MATERIAL					
<i>2</i>	<i>min</i>					
	LABOR					
ALL BILLS ARE DUE AND PAYABLE ON OR BEFORE THE 10th OF THE MONTH FOLLOWING DATE OF PURCHASE						
I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto. Not responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond our control.						
SUB-TOTAL					<i>108</i>	<i>00</i>
TAX					<i>630</i>	
TOTAL					<i>1130</i>	

No 10224

Signed

Received

By

EXHIBIT "A"

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INDEXED

WARRANTY DEED

7352

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 GARY J. HARKINS, LOUIS B. GIDEON, and OMNIBANK OF MANTEE, formerly Great Southern National Bank, TRUSTEE OF THE GIDEON REAL ESTATE, INC., MONEY PURCHASE PENSION PLAN, do hereby sell, convey, and warrant unto CORNERSTONE ASSEMBLY OF GOD, INC., A MISSISSIPPI NON-PROFIT CORPORATION, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Being situated in Sections 20 and 21, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of Lot 1 of Traceland North, Part IV, a subdivision, the map or plat of which is recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and run thence North 89 degrees 53 minutes 20 seconds East for a distance of 336.0 feet along the South line of the said Traceland North, Part IV to the Southeast corner of Lot 4 of the said Traceland North, Part IV; thence North 89 degrees 35 minutes 45 seconds East for a distance of 84.69 feet to the Southwest corner of Lot 1 of Block "J" of Traceland North, Part III, a subdivision, the map or plat of which is recorded in the said office of the Chancery Clerk of Madison County; thence North 89 degrees 50 minutes 14 seconds East for a distance of 252.18 feet along the South line of the said Block "J" of Traceland North, Part III to the Northwest corner of Traceland Village Subdivision, a subdivision, the map or plat of which is recorded in the said office of the Chancery Clerk of Madison County; thence South 0 degrees 14 minutes 56 seconds East for a distance of 344.42 feet along the West line of the said Traceland Village Subdivision; thence North 84 degrees 21 minutes 23 seconds East for a distance of 425.0 feet along the South line of the said Traceland Village Subdivision to the Southeast corner of the said Traceland Village Subdivision; thence South 0 degrees 51 minutes 52 seconds East for a distance of 409.275 feet along the West line of Colonial Village Subdivision, Part II, a subdivision, the map or plat of which is recorded in the said office of the Chancery Clerk of Madison County, to the Southwest corner of the said Colonial Village Subdivision, Part II; thence South 89 degrees 39 minutes 51 seconds West for a distance of 141.25 feet; thence South 0 degrees 20 minutes 09 seconds East for a distance of 740.0 feet; thence North 89 degrees 39 minutes 51 seconds East for a distance of 95.05 feet; thence South 0 degrees 00 minutes 09 seconds East for a distance of 300.0 feet; thence North 89 degrees 39 minutes 51 seconds East for a distance of 1031.0

EXHIBIT "B"

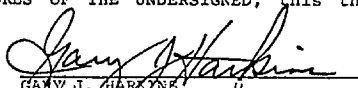
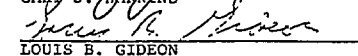
feet; thence South 0 degrees 20 minutes 17 seconds East for a distance of 203.77 feet; thence North 89 degrees 39 minutes 51 seconds East for a distance of 350.0 feet to the Westerly right of way line of Old Canton Road; thence South 3 degrees 06 minutes 26 seconds East for a distance of 531.29 feet along the said Westerly right of way line of Old Canton Road; thence South 3 degrees 29 minutes 51 seconds East for a distance of 450.75 feet along the said Westerly right of way line; thence South 3 degrees 35 minutes 27 seconds East for a distance of 494.76 feet along the said Westerly right of way line to the POINT OF BEGINNING for the parcel herein described; thence continue South 3 degrees 35 minutes 27 seconds East for a distance of 360.585 feet along the said Westerly right of way line; thence leave said Westerly right of way line and run South 89 degrees 39 minutes 51 seconds West for a distance of 714.725 feet; thence North 0 degrees 20 minutes 09 seconds West for a distance of 360.0 feet; thence North 89 degrees 39 minutes 51 seconds East for a distance of 694.25 feet to the POINT OF BEGINNING, containing 5.8222 acres, more or less.

IT IS AGREED AND UNDERSTOOD that advalorem taxes for the current year have not been determined as of this date and when a determination has been been, Grantee agrees to pay to Grantors, its prorata share of said taxes on or before January 31, 1989.

THIS conveyance is made subject to any valid and subsisting recorded oil, gas or mineral leases, royalty reservations or conveyances affecting subject property.

THIS conveyance is made subject to all applicable zoning ordinances of the governmental authority having jurisdiction over the above described property, including any federal and/or state aviation agency regulation restricting use and occupancy of subject property.

WITNESS THE SIGNATURES OF THE UNDERSIGNED, this the 22nd day of July, 1988.


GARY J. HARKINS

LOUIS B. GIDEON

OMNIBANK OF MANTEE, formerly
Great Southern National Bank,
TRUSTEE OF THE GIDEON REAL
ESTATE, INC., MONEY PURCHASE
PENSION PLAN

BY: 

TITLE: Deed in and to Grant

EXHIBIT "B"

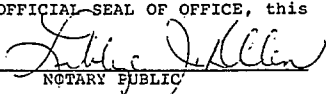
STATE OF MISSISSIPPI

BOOK 242 PAGE 626

COUNTY OF HINDS

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named LOUIS B. GIDEON and GARY J. HARKINS, who acknowledged to and before me that they signed and delivered the above and foregoing Warranty Deed on the day and for the purposes therein stated.

the 22nd WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this day of July, 1988.


 NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, and while within my jurisdiction, the within named Kelli Love, personally known to me to be the Assistant Vice President of the within named OMNIBANK OF MANTEE, formerly Great Southern National Bank, TRUSTEE OF THE GIDEON REAL ESTATE, INC., MONEY PURCHASE PENSION PLAN, who acknowledged to and before me that she signed and delivered the above and foregoing Warranty Deed on the day and for the purposes therein stated, for and in behalf of said Bank, as its own act and deed, _____ having been duly authorized so to do.

the 22nd WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this day of July, 1988.


 NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES 02-15-91

GRANTORS' ADDRESS & PHONE NO.

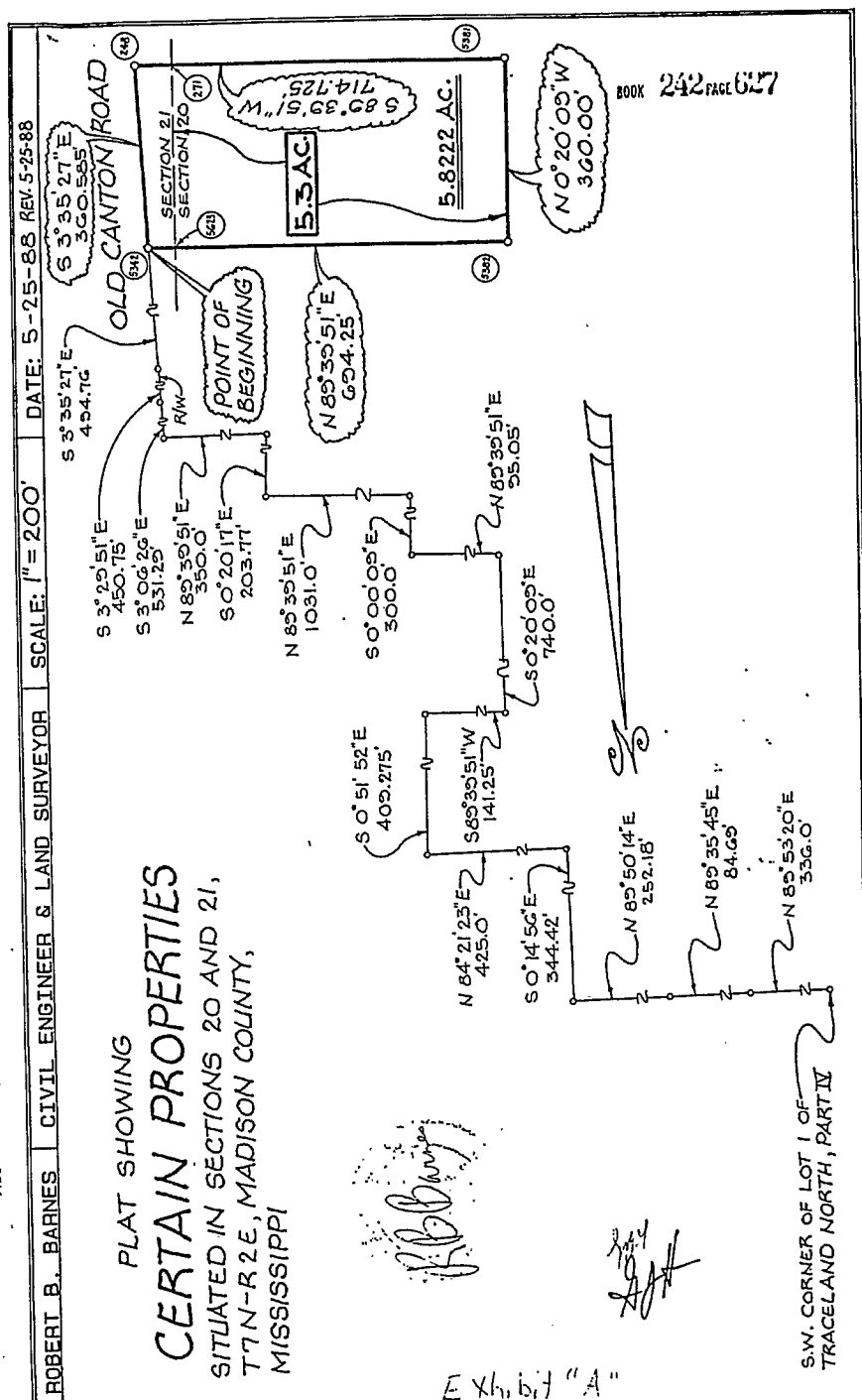
4 Old River Place, Suite D
 Jackson, MS 39202
 (601) 969-0119

GRANTEE'S ADDRESS & PHONE NO.

P. O. Box 435
 Ridgeland, MS 39158
 (601) 956-9361

WD-Cornerstone--WCS019

EXHIBIT "B"



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 26 day
of July, 1988, at 11:05 o'clock A.M., and was duly recorded
on the MAY 26 1988, Book No. 142, Page 124.

BILLY V. COOPER, CHANCERY CLERK

BY:

D.C.

EXHIBIT "B"



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 9 day
of May, 1989, at 1:30 o'clock P.M., and was duly recorded
on the MAY 09 1989, Book No. 6, Page 285.

BILLY V. COOPER, CHANCERY CLERK

BY:

D.C.