

51
STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK

21364
6 PAGE 304

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, McKay's Canton Sand and Gravel, a Mississippi Corporation, files this Notice of Construction and Materialman's Lien for debts contracted and owing, for labor and materials furnished by McKay's Canton Sand and Gravel 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 McKay's Canton Sand and Gravel is in the amount of One Thousand One Hundred Ninety-Two and 50/100ths Dollars (\$1,192.50). That the amount due and owing from Hugh Myers, d/b/a Myers Contracting, including attorney's fees is in the amount of One Thousand Five Hundred Fifty and 25/100ths Dollars (\$1,550.25). Said amount is due and owing to McKay's Canton Sand and Gravel 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 16 day of May, 1989.

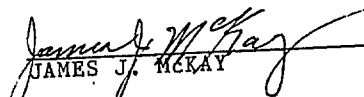
McKAY'S CANTON SAND AND GRAVEL

BY: James J. McKay
James J. McKay, President

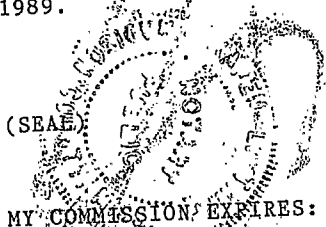
STATE OF MISSISSIPPI
COUNTY OF MADISON

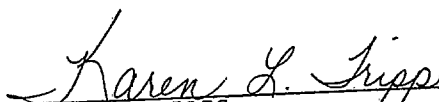
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COMES NOW JAMES J. McKAY, President of McKay's Canton Sand and Gravel who first by me duly sworn on his oath, states that the foregoing Notice of Construction and Materialman's Lien and the amount stated therein is true and correct and that said amount remains unpaid to the said McKay's Canton Sand and Gravel 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 this affidavit by James J. McKay is made in behalf of said corporation as an act of said corporation after being so duly authorized.


JAMES J. MCKAY

SWORN TO AND SUBSCRIBED before me on this the 16th day of May, 1989.

(SEAL)

MY COMMISSION EXPIRES:
9/22/89


NOTARY PUBLIC

McKAY'S CANTON SAND AND GRAVEL

No 5169

SAND, WASH GRAVEL, CLAY GRAVEL, TOP SOIL
914 EAST PEACE ST. CANTON, MISS. 39046
TELEPHONE 859-2293

CANTON, MISS. Jan 10 1939

To Myers Const Co
Canton Miss

Ordered By Hugh Myers
Deliver To Church Madison

QUANTITY	DESCRIPTION	PER YARD	TOTAL PRICE
6 - 15 yds	Sand Clay Gravel 9 yds	120	1125.00
	6 70 Top		62.50
			<u>1192.50</u>

McKAY'S CANTON SAND AND GRAVEL

By

J. G. McKay

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"

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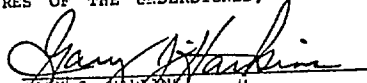
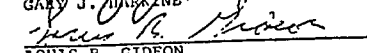
feet; thence South 0 degrees 20 minutes 17 seconds East for a distance of 203.77 feet; thence North 89 degrees 39 minutes 51 seconds East for a distance of 350.0 feet to the Westerly right of way line of Old Canton Road; thence South 3 degrees 06 minutes 26 seconds East for a distance of 531.29 feet 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. MANTEE

LOUIS E. GIDEON

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

BY: 
TITLE: Trustee

STATE OF MISSISSIPPI

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

John J. Allen
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 Trustee 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 day of July, 1988. WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this

Patricia Y. Blackman
NOTARY PUBLIC

My Commission Expires:

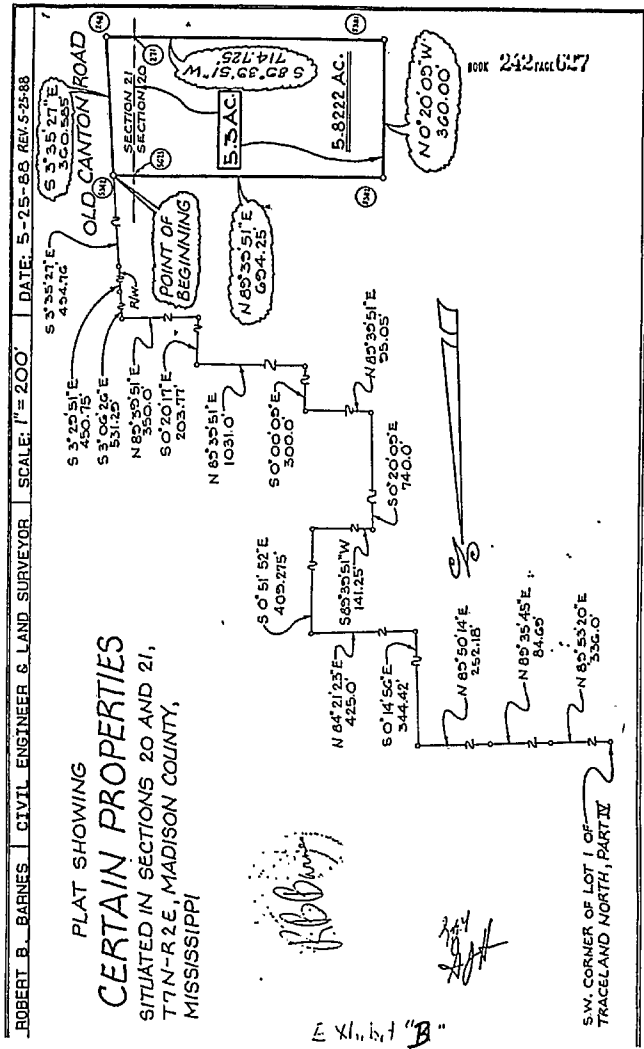
MY COMMISSION EXPIRES 03-13-91

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



STATE OF MISSISSIPPI, County of Madison:
I certify that the within instrument was filed for record in my office this 16 day
of May, 1989, at 1045 o'clock A M., and was duly recorded
on the 21 day of May, 1989, Book No. 6, Page 304.
BILLY V. COOPER, CHANCERY CLERK BY: J. Cole D.C.

EXHIBIT "B"



STATE OF MISSISSIPPI, County of Madison:
I certify that the within instrument was filed for record in my office this 16 day
of May, 1989, at 1045 o'clock A M., and was duly recorded
on the 21 day of May, 1989, Book No. 6, Page 304.
BILLY V. COOPER, CHANCERY CLERK BY: J. Cole D.C.