

EXHIBIT "A"

CONTRACT OF PURCHASE

AGREEMENT entered into this the 23<sup>rd</sup> day of September 2022, by and between JASON L. SHELTON, (hereinafter referred to as "SELLER"), and the CITY OF TUPELO, MISSISSIPPI (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at S. Spring Street and situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is more particularly described as follows (the "Subject Property"):

Subject Property A located at 216 N. Spring Street, City of Tupelo, Lee County, Mississippi. (See Legal Description attached as Exhibit A.)

Subject Property B located at 218 N. Spring Street, City of Tupelo, Lee County, Mississippi. (See Legal Description attached as Exhibit B.)


1. PRICE. The purchase price of the Subject Property A shall be One-Hundred and Five Thousand Dollars (\$105,000) and shall be due and payable at closing. The purchase price of the Subject Property B shall be Two-Hundred and Seventy Thousand Dollars (\$270,000) and shall be due and payable at closing.
2. CLOSING. Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Properties free of liens, charges, restrictions, reservations, and encumbrances, subject only to subdivision, zoning, and other regulations in effect in the City of Tupelo or Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities and any mineral or mineral rights, including oil and gas, leased, granted or retained by current or prior owners, and with taxes not delinquent. Seller shall have the right to satisfy this closing obligation by directing the Escrow Agent (if used) to make any payments necessary from the Purchase Price to remove any such liens, charges, encumbrances and delinquent taxes;
3. CLOSING COSTS. Purchaser shall be responsible for all closing costs, if any. Real estate taxes for the current year, if any, shall be paid be prorated.
4. PROPERTY CONDITION. The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Sellers have made any verbal or written representations or warranties whatsoever to Purchaser, whether express or implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.
5. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing. Possession shall pass at Closing.
6. COMMISSION: Seller and Purchaser each represent and warrant that they are not represented by a broker and that no real estate commissions are due in regard to the sale(s) contemplated in this agreement.

7. **SPECIAL PROVISIONS:** Prior to closing, Seller and Purchaser agree to coordinate the removal by Seller of any personal property of Seller remaining in Subject Property B. If after closing and possession by Purchaser the building is demolished, Seller and Purchaser agree to coordinate the demolition of Subject Property B in such a manner that any papers, documents or tangible things remaining in the building are disposed of with the rest and residue of the building debris. Purchaser also agrees to secure the building and for safety reasons prohibit entry therein to all persons not involved in the demolition process.
8. **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
9. **ENTIRE AGREEMENT:** This writing contains the entire Agreement of the Parties and may not be amended except in writing, signed by both Seller and Purchaser.


**IN WITNESS WHEREOF**, each of the Parties hereto has signed this Agreement on the date shown below their respective signatures. This Agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

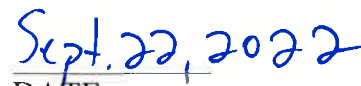
PURCHASER

SELLER

  
TODD JORDAN, MAYOR  
CITY OF TUPELO, MISSISSIPPI  
P.O. BOX 1485  
TUPELO, MS 38802  
(662) 841-6513

  
DATE

  
JASON L. SHELTON  
1317 Wilson St.  
Tupelo ms 38804  
(662) 842 5051

  
DATE

ATTEST

  
KIM HANNA, CFO/CITY CLERK

**EXHIBIT A**

BEGINNING AT A POINT ON THE EAST SIDE OF SPRING STREET IN THE CITY OF TUPELO, LEE COUNTY, MISSISSIPPI 53 FEET SOUTH OF THE POINT OF INTERSECTION OF THE EAST LINE OF SPRING STREET WITH THE SOUTH LINE OF JEFFERSON STREET FOR A POINT OF BEGINNING, THENCE SOUTH 84 FEET AND 10 INCHES; THENCE EAST 100 FEET TO AN ALLEY; THENCE NORTH 84 FEET AND 10 INCHES; THENCE WEST 100 FEET TO THE POINT OF BEGINNING LYING AND BEING IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 9 SOUTH, RANGE 6 EAST, LEE COUNTY, MISSISSIPPI.

IT IS INTENDED TO CONVEY THE TWO TRACTS CONVEYED BY WARRANTY DEED FROM T.K. MOFFETT TO JASON L. SHELTON ON MARCH 21, 2005 FILED IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK OF LEE COUNTY, MISSISSIPPI AS INSTRUMENT NUMBER 0503876, WHETHER CORRECTLY DESCRIBED OR NOT.

**EXHIBIT B**

COMMENCING AT A POINT WHERE THE SOUTH LINE OF JEFFERSON STREET INTERSECTS WITH THE EAST LINE OF SPRING STREET AND RUN SOUTH ALONG THE EAST SIDE OF SPRING STREET 56 FEET AND 10 INCHES TO A POINT WHICH IS 4 FEET NORTH OF THE NORTHWEST CORNER OF THE BRICK STOREHOUSE FRONTING ON SPRING STREET AND OCCUPIED BY DAN MCCARTHY AS HIS STORE AND WHICH BUILDING IS OWNED BY W. S. CLAYBORNE FROM NORBIN JAMES, COMMISSIONER, AS SHOWN BY DEED DATED JULY 1, 1910, AND RECORDED IN DEED RECORD BOOK 87, PAGE 32 OF THE DEED RECORDS OF LEE COUNTY, MISSISSIPPI; RUNNING THENCE EAST PERPENDICULAR TO THE EAST LINE OF SPRING STREET 100 FEET TO THE WEST SIDE OF SAID ALLEY 56 FEET AND 10 INCHES TO THE SOUTH SIDE OF JEFFERSON STREET 100 FEET TO THE POINT OF BEGINNING; THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 9, RANGE 6 EAST, IN THE CITY OF TUPELO, LEE COUNTY, MISSISSIPPI.

IT IS INTENDED TO CONVEY THAT TRACT OF PROPERTY CONVEYED BY WARRANTY DEED FROM JIMMY D. SHELTON TO JASON L. SHELTON ON JANUARY 7, 1998 FILED IN DEED BOOK 1739, PAGE 650 IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK LEE COUNTY, MISSISSIPPI, WHETHER CORRECTLY DESCRIBED OR NOT.



Filed By: lpitts	Filed: 10/5/2022 2:34 PM	Number: 2022013938	LEE Chancery	Bill Benson	Published: 10/5/2022 2:35 PM
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THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:  
Riley, Caldwell, Cork & Alvis, P.A.  
207 Court Street  
Tupelo, Mississippi 38804  
(662) 842-8945

**INDEXING INSTRUCTIONS:** Northeast 1/4 of Section 31, Township 9,  
Range 6 East, in the City of Tupelo, Lee County, Mississippi

WARRANTY DEED

JASON LEE SHELTON  
ADDRESS: 1317 Wilson St  
Tupelo, MS 38804  
PHONE: (662) 842-5051

TO THE CITY OF TUPELO,  
MISSISSIPPI  
P. O. BOX 1485  
TUPELO, MS 38802  
(662) 841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, JASON LEE SHELTON, do hereby sell, convey and warrant unto THE CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi, the following described real property, to-wit:

TRACT I:

Beginning at a point on the East side of Spring Street in the City of Tupelo, Lee County, Mississippi 53 feet South of the point of intersection of the East line of Spring Street with the South line of Jefferson Street for a point of beginning, thence South 84 feet and 10 inches; thence East 100 feet to an alley; thence North 84 feet

and 10 inches; thence West 100 feet to the point of beginning lying and being in the Northeast 1/4 of Section 31, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi.

It is intended to convey the two tracts conveyed by warranty deed from T. K. Moffett to Jason L. Shelton on March 21, 2005 filed in the land records in the Office of the Chancery Clerk of Lee County, Mississippi as Instrument Number 0503876, whether correctly described herein or not.

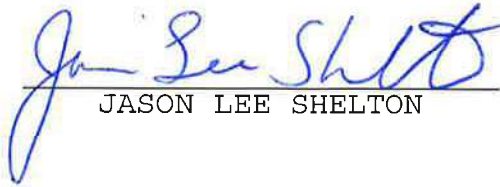
TRACT II:

Commencing at a point where the South line of Jefferson Street intersects with the East line of Spring Street and run South along the East side of Spring Street 56 feet and 10 inches to a point which is 4 feet North of the Northwest corner of the brick storehouse fronting on Spring Street and occupied by Dan McCarthy as his store and which building is owned by W. S. Clayborne from Norbin James, Commissioner, as shown by deed dated July 1, 1910, and recorded in Deed Record Book 87, Page 32 of the deed records of Lee County, Mississippi; running thence East perpendicular to the East line of Spring Street 100 feet to the West side of an alley; running thence North along West side of said alley 56 feet and 10 inches to the South side of Jefferson Street; running thence West along the South side of Jefferson Street 100 feet to the point of beginning; the same being all of Lot No. 15 and 23 feet and 10 inches off of the North side of Lot No. 16, both according to the Harris and Thomason Survey, and the Weatherford and Hildebrand Survey of the City of Tupelo, Lee County, Mississippi, and being situated in the Northeast 1/4 of Section 31, Township 9, Range 6 East, in the City of Tupelo, Lee County, Mississippi and being the same property which was conveyed and taken possession of by T. A. Jenkins, under deed dated October 29, 1926, which deed is recorded in Deed Record Book 117 at Page 499 of the Deed Records of Lee County, Mississippi.

It is intended to convey that tract of property conveyed by Warranty Deed from Jimmy D. Shelton to Jason L. Shelton on January 7, 1998 filed in Deed Book 1739, Page 650 in the land records in the office of the Chancery Clerk Lee County, Mississippi, whether correctly described or not.

This property constitutes no part of the homestead of the Grantor herein.

WITNESS MY SIGNATURE, this the 5<sup>th</sup> day of October, 2022.

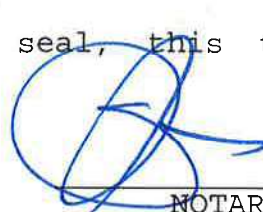
  
\_\_\_\_\_  
JASON LEE SHELTON

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named JASON LEE SHELTON, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his own act and deed.

Given under my hand and seal, this the 5<sup>th</sup> day of October, 2022.

  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/17/25



EXHIBIT "B"

CONTRACT OF PURCHASE

THIS AGREEMENT entered into this the 1 day of SEPTEMBER 2022, by and between **INSPIRATIONAL COMMUNITY BAPTIST CHURCH**, (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "Purchaser" or "Buyer"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to 0.22 acres, more or less, of real property located at 405 Clayton Avenue, Tupelo, Mississippi, 38804, Lee County, MS. Said property is a portion of Tax Parcel No. 077M-36-090-00 (hereinafter "Subject Property"). The subject property is situated in Section 36, Township 9S, Range 6E City of Tupelo, Lee County, Mississippi and is more particularly described in **Exhibit "A"** attached. The subject property is intended to be conveyed upon the terms set forth herein.

1. **PRICE.** The purchase price of the subject property shall be Twenty-two Thousand Dollars (\$22,000) being due and payable at closing. Said purchase price is the equivalent of the fair market value of the subject property as determined by a licensed real estate appraiser.
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities, and any mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance, or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller agrees to pay such amount with the proceeds from the closing. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date and time of closing, Purchaser shall have the right to terminate its obligations under this agreement.
3. **CLOSING COSTS.** Purchaser is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be prorated. Purchaser shall have sole discretion on hiring a closing attorney to facilitate the transaction, but shall be under no obligation to do so.
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller have made any verbal or written representations or warranties whatsoever to Purchaser, whether express of

implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.

5. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 60-days after the execution of this agreement. Possession shall take place at closing. Seller shall clear the property of all persons and/or personal property prior to the date and time of closing.
6. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to sale(s) contemplated in the agreement.
7. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
8. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
9. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
10. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

**PURCHASER:**

City of Tupelo, Mississippi  
Attn: Stephen N. Reed  
PO Box 1485  
Tupelo, MS 38802

**SELLER:**

Inspirational Community Baptist Church  
405 Clayton Avenue  
Tupelo, MS. 38804

11. AMENDMENT: Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
12. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

**IN WITNESS WHEREOF,** each of the Parties hereto have signed this Agreement on the date shown below with their respective signatures. This agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

***[Signatures on next page]***

**CITY OF TUPELO, MISSISSIPPI**

**INSPIRATIONAL COMMUNITY  
BAPTIST CHURCH**

  
\_\_\_\_\_  
TODD JORDAN, MAYOR

BY:   
\_\_\_\_\_

Its: Senior Pastor

9-1-22  
DATE

8-31-22  
DATE

**ATTEST:**

  
\_\_\_\_\_  
KIM HANNA, CITY CLERK

9-2-22  
DATE

**EXHIBIT "A"**

**LYING AND BEING IN THE NE ¼ OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, CITY OF TUELO, LEE COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST; THENCE SOUTH FOR A DISTANCE OF 1088.0 FEET; THENCE WEST FOR A DISTANCE OF 25.0 FEET; THENCE NORTH ALONG THE WEST SIDE OF CLAYTON STREET FOR A DISTANCE OF 165.0 FEET, MORE OR LESS, FOR A POINT OF BEGINNING; THENCE WEST FOR A DISTANCE OF 241.0 FEET TO THE EDGE OF THE PROPERTY CONVEYED TO THE CITY OF TUPELO FROM THE NEIGHBORHOOD DEVELOPMENT CORPORATION BY INSTRUMENT NUMBER 2018012913 ON FILE IN THE OFFICE OF THE CHANCERY CLERK, LEE COUNTY, MISSISSIPPI; THENCE SOUTH ALONG THE CITY OF TUPELO PROPERTY FOR A DISTANCE OF 40.0 FEET; THENCE EAST FOR A DISTANCE OF 241.0 FEET TO THE WEST RIGHT OF WAY LINE OF CLAYTON STREET; THENCE NORTH 40.0 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.22 ACRES (9,640 SQ. FT.), MORE OR LESS.**

Filed By: lpitts	Filed: 10/5/2022 2:33 PM	Number: 2022013937	LEE Chancery	Bill Benson	Published: 10/5/2022 2:34 PM
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THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:  
Riley, Caldwell, Cork & Alvis, P.A.  
207 Court Street  
Tupelo, Mississippi 38804  
(662) 842-8945

**INDEXING INSTRUCTIONS:** Northeast Quarter of Section 36, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi

WARRANTY DEED

INSPIRATIONAL COMMUNITY  
BAPTIST CHURCH  
407 CLAYTON AVENUE  
TUPELO, MS 38804  
(662)840-5226

TO

THE CITY OF TUPELO,  
MISSISSIPPI  
P. O. BOX 1485  
TUPELO, MS 38804  
(662)841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, INSPIRATIONAL COMMUNITY BAPTIST CHURCH, a Mississippi non-profit corporation, does hereby sell, convey and warrant unto THE CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi, the following described real property, to-wit:

Lying and being in the NE 1/4 of Section 36, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi, and being more particularly described as follows: Commencing at the Northeast Corner of the Northeast Quarter of Section 36, Township 9 South, Range 5 East; thence South for a distance of 1088.0 feet;



thence West for a distance of 25.0 feet; thence North along the West side of Clayton Street for a distance of 165.0 feet, more or less, for a point of beginning; thence West for a distance of 241.0 feet to the edge of the property conveyed to the City of Tupelo from the Neighborhood Development Corporation by Instrument Number 2018012913 on file in the Office of the Chancery Clerk, Lee County, Mississippi; thence South along the City of Tupelo property for a distance of 40.0 feet; thence East for a distance of 241.0 feet to the West right of way line of Clayton Street; thence North 40.0 feet to the point of beginning, and containing 0.22 acres (9,640 sq. ft.), more or less.

*Witness the signature of the Grantor this the 5<sup>th</sup> day of October, 2022.*

INSPIRATIONAL COMMUNITY  
BAPTIST CHURCH

BY: *[Signature]*  
LESLEY T. MABRY  
Its: Senior Pastor and Chief  
Executive Officer

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority, in and for said County and State, the within named LESLEY T. MABRY who acknowledged that he signed and delivered the above and foregoing instrument in his capacity as the Senior Pastor/Chief Executive Officer of INSPIRATIONAL COMMUNITY BAPTIST CHURCH, a Mississippi non-profit corporation having been first duly authorized to do so by corporate resolution.

Given under my Hand and Seal, this the 5<sup>th</sup> day of October, 2022.

*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/17/25

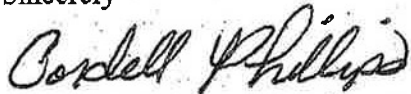


August 12, 2022

To whom it concerns,

I, Pastor Cordell Phillips, am no longer the pastor of Inspirational Baptist Church located at 405 Clayton Ave., Tupelo, MS. The new pastor is now Dr. L.T. Mabry, who I have named as my successor effective September 5, 2021. He was officially installed on January 9, 2022 as the new senior pastor of Inspirational Community Baptist Church. Dr. Mabry will be caring out the official business of the church along with the officers appointed by him.

Sincerely

A handwritten signature in cursive script that reads "Cordell Phillips". The signature is written in black ink and is positioned above the printed name.

Dr. Cordell Phillips, Founding Pastor

EXHIBIT "C"

CONTRACT OF PURCHASE

**THIS AGREEMENT** entered into this the 19<sup>th</sup> day of August, 2022, by and between **JO ANN GRIGGS**, (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "Purchaser" or "Buyer"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at 1112 Chapman Drive, Tupelo, Mississippi, 38804, Lee County, MS Tax Parcel No. 077M-36-063-00 (hereinafter "Subject Property"). The subject property is situated in the City of Tupelo, Lee County, Mississippi upon the terms set forth herein. The subject property intended to be conveyed is more particularly described in **Exhibits "A"** attached.

1. **PRICE.** The purchase price of the subject property shall be Seventy-five Thousand Dollars (\$75,000) being due and payable at closing. (**See Exhibit "B" attached**)
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities, and any mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance, or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller agrees to pay such amount with the proceeds from the closing. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date of closing, Purchaser shall have the right to terminate its obligations under this agreement.
3. **CLOSING COSTS.** Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be prorated. Buyer shall have sole discretion on hiring a closing attorney to facilitate the transaction.
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller have made any verbal or written representations or warranties whatsoever to Purchaser, whether express of implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.

5. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 60-days after the execution of this agreement.
6. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to sale(s) contemplated in the agreement.
7. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
8. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
9. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
10. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

**PURCHASER:**

City of Tupelo, Mississippi  
Attn: Stephen N. Reed  
PO Box 1485  
Tupelo, MS 38802

**SELLER:**


Jo Ann Griggs  
1112 Chapman Drive  
Tupelo, MS. 38804

11. AMENDMENT: Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
12. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

**IN WITNESS WHEREOF**, each of the Parties hereto have signed this Agreement on the date shown below with their respective signatures. This agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

*[signatures on next page]*

**PURCHASER**

  
TODD JORDAN, MAYOR  
CITY OF TUPELO, MISSISSIPPI

8-19-22  
DATE

**SELLER**

  
JO ANN GRIGGS

8/18/22  
DATE

**ATTEST:**

  
ROSILAND BARR, DEPUTY CITY CLERK

8/19/2022  
DATE

**EXHIBIT "A"**

**LOT #7, ON THE NORTH SIDE OF CHAPMAN DRIVE, ACCORDING TO AN UNRECORDED PLAT OF A SUBDIVISION MADE BY WELCH & COMPANY, DATED MAY 5, 1947, AND LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, AND RUN SOUTH, 425 FEET; THENCE WEST, 500 FEET TO AN IRON STAKE FOR A POINT OF BEGINNING; SAID POINT OF BEGINNING BEING IN THE NORTH LINE OF CHAPMAN DRIVE; THENCE NORTH 125 FEET TO A STAKE; THENCE WEST, 50 FEET TO A STAKE; THENCE SOUTH, 125 FEET TO A STAKE ON THE NORTH LINE OF CHAPMAN DRIVE; THENCE EAST ALONG THE NORTH LINE OF CHAPMAN DRIVE, 50 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI. SUBJECT TO AN EASEMENT FOR UTILITIES ACROSS NORTH FIVE FEET OF THIS LOT.**

**IT BEING INTENDED TO CONVEY THAT SAME PROPERTY HAVING BEEN CONVEYED TO JO ANN GRIGGS BY KATHRYN B. LINDLEY SMITH, AND HUSBAND BUSTER SMITH AND BETSY LAND LINDLEY MATTHEWS ON MARCH 7, 1977 BY WARRANTY DEED IN BOOK 991, PAGE 605 ON FILE IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK, LEE COUNTY, MISSISSIPPI.**

WILLIAMS APPRAISAL SERVICE  
PO BOX 1414  
TUPELO, MS 38802  
(662) 397-1227

08/01/2022

City of Tupelo

Re: Property: 1112 Chapman Dr  
Tupelo, MS 38804  
Borrower: NONE  
File No.: PW202208011710

Opinion of Value: \$ 75,000  
Effective Date: 07/29/2022

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Paul Williams  
License or Certification #: RA-916  
State: MS Expires: 11/30/2022  
pwappraisal@gmail.com

Filed By: Ipitts	Filed: 10/5/2022 2:35 PM	Number: 2022013939	LEE Chancery	Bill Benson	Published: 10/5/2022 2:38 PM
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THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:  
Riley, Caldwell, Cork & Alvis, P.A.  
207 Court Street  
Tupelo, Mississippi 38804  
(662) 842-8945

**INDEXING INSTRUCTIONS:** Northeast Quarter of Section 36, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi

WARRANTY DEED

JO ANN GRIGGS  
1112 CHAPMAN DR.  
TUPELO, MS 38804  
PHONE: (662) 346-6462

TO THE CITY OF TUPELO,  
MISSISSIPPI  
P. O. BOX 1485  
TUPELO, MS 38802  
(662) 841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, JO ANN GRIGGS, do hereby sell, convey and warrant unto THE CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi, the following described real property, to-wit:

Lot #7, on the North side of Chapman Drive, according to an unrecorded plat of a subdivision made by Welch & Company, dated May 5, 1947, and lying and being in the Northeast Quarter of Section 36, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi and being more particularly described as follows:



Beginning at the Northeast Corner of Section 36, Township 9 South, Range 5 East, and run South, 425 feet; thence West, 500 feet to an iron stake for a point of beginning; said point of beginning being in the North line of Chapman Drive; thence North 125 feet to a stake; thence West, 50 feet to a stake; thence South, 125 feet to a stake on the North line of Chapman Drive; thence East along the North line of Chapman Drive, 50 feet to the point of beginning, all lying and being in the Northeast Quarter of Section 36, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi.

Subject to an easement for utilities across north five feet of this lot.

It being intended to convey that same property having been conveyed to Jo Ann-Griggs by Kathryn B. Lindley Smith, and husband, Buster Smith and Betsy Land Lindley Matthews on March 7, 1977 by Warranty Deed in Book 991, Page 605 on file in the land records in the office of the Chancery Clerk, Lee County, Mississippi.

This property constitutes no part of the homestead of the Grantor herein.

WITNESS MY SIGNATURE, this the 5<sup>th</sup> day of October, 2022.

Jo Ann Griggs  
JO ANN GRIGGS

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named JO ANN GRIGGS, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned as her own act and deed.

Given under my hand and seal, this the 5<sup>th</sup> day of October, 2022.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/17/25



## EXHIBIT "D"

### CONTRACT OF PURCHASE

THIS AGREEMENT entered into this the 19<sup>th</sup> day of August, 2022, by and between JAMES NATHAN SIZEMORE, (hereinafter referred to as "Seller"), and the CITY OF TUPELO, MISSISSIPPI (hereinafter referred to as "Purchaser"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at 3304 South Green Street, Tupelo, Mississippi, 38802, Lee County, MS Tax Parcel No. 106D-13-051-00 (hereinafter "Subject Property"). The subject property is situated in the City of Tupelo, Lee County, Mississippi upon the terms set forth herein. The subject property intended to be conveyed is more particularly described in Exhibits "A" attached.

1. **PRICE.** The purchase price of the subject property shall be Ninety-Seven Thousand Five Hundred Dollars (\$97,500) being due and payable at closing. (**See Exhibit "B" attached**)
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities, and any mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance, or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller agrees to pay such amount with the proceeds from the closing. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date of closing, Purchaser shall have the right to terminate its obligations under this agreement.
3. **CLOSING COSTS.** Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be prorated. Buyer shall have sole discretion on hiring a closing attorney to facilitate the transaction.
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller have made any verbal or written representations or warranties whatsoever to Purchaser, whether express of

implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.

5. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 60-days after the execution of this agreement. Possession shall take place at closing. Seller shall cause all residents to be removed from the subject property prior to the time of closing.
6. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to sale(s) contemplated in the agreement.
7. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
8. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
9. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
10. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

**PURCHASER:**

City of Tupelo, Mississippi  
Attn: Stephen N. Reed  
PO Box 1485  
Tupelo, MS 38802

**SELLER:**

James Nathan Sizemore  
155 Road 1215  
Nettleton, MS. 38858

11. AMENDMENT: Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
12. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

**IN WITNESS WHEREOF,** each of the Parties hereto have signed this Agreement on the date shown below with their respective signatures. This agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

*[signatures on next page]*

**PURCHASER**

**SELLER**

  
TODD JORDAN, MAYOR  
CITY OF TUPELO, MISSISSIPPI

  
JAMES NATHAN SIZEMORE

8-19-22  
DATE

8-18-22  
DATE

**ATTEST:**

  
ROSILAND BARR, DEPUTY CITY CLERK

8/19/2022  
DATE

**EXHIBIT "A"**

*BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 5 EAST; RUN THENCE WEST 1162.00 FEET, THENCE SOUTH 246.00 FEET, THENCE SOUTH 79° 41' WEST 515.00 FEET TO THE EAST LINE OF THE OLD TUPELO AND VERONA CONCRETE ROAD, THENCE NORTH 30° 19' WEST ALONG THE EAST LINE OF SAID ROAD 373.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE EAST 639.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4.40 ACRES, MORE OR LESS, IN THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED BY R. C. CLARK & WIFE TO MRS. JESSIE MCGUIRE AND HUSBAND AND CONVEYED JANUARY, 1938, FROM J. H. PHILLIPS AND WIFE, TO MRS. JESSIE MCGUIRE, WIDOW, BOOK 275, PAGE 158 OF THE LAND RECORDS OF LEE COUNTY, MISSISSIPPI.*

*LESS AND EXCEPT THE FOLLOWING: ONE HALF ACRE MORE OR LESS DESCRIBED IN A CORRECTION WARRANTY DEED FROM E. T. LANEY ET UX, MINNIE L. LANEY, TO LEONARD GRANT ET UX, MAYBELL GRANT DATED JULY 5, 1951, RECORDED BOOK 393, PAGE 577, LAND RECORDS OF LEE COUNTY, MISSISSIPPI.*

**IT BEING INTENDED TO CONVEY THAT SAME PROPERTY HAVING BEEN CONVEYED TO JAMES NATHAN SIZEMORE BY TERESA LEE CAUTHERN DAVIS, RHONDA MCKINNEY, AND JUDY DUNAWAY BY INSTRUMENT NUMBER 0116888 ON FILE IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK, LEE COUNTY, MISSISSIPPI.**

## Exhibit "B"

WILLIAMS APPRAISAL SERVICE  
PO BOX 1414  
TUPELO, MS 38802  
(662) 397-1227

08/15/2022

Nathan Sizemore

Re: Property: 3304 S Green St  
Tupelo, MS 38801-6406  
Borrower: NONE  
File No.: PW202208151733

Opinion of Value: \$ 115,000  
Effective Date: 08/15/2022

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Paul Williams  
License or Certification #: RA-916  
State: MS Expires: 11/30/2022  
pwappraisal@gmail.com

Filed By: lpitts	Filed: 10/6/2022 12:07 PM	Number: 2022013986	LEE Chancery	Bill Benson	Published: 10/6/2022 12:08 PM
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THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:  
Riley, Caldwell, Cork & Alvis, P.A.  
207 Court Street  
Tupelo, Mississippi 38804  
(662) 842-8945

**INDEXING INSTRUCTIONS:** South Half of the Northeast Quarter of  
Section 13, Township 10 South, Range 5 East, Lee County,  
Mississippi

WARRANTY DEED

JAMES NATHAN SIZEMORE  
155 ROAD 1215  
NETTLETON, MS 38858  
PHONE: (662) 871-2710

TO

THE CITY OF TUPELO,  
MISSISSIPPI  
P. O. BOX 1485  
TUPELO, MS 38804  
(662) 841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and  
other good and valuable consideration, the receipt and sufficiency  
of which is hereby acknowledged, I, JAMES NATHAN SIZEMORE, do  
hereby sell, convey and warrant unto THE CITY OF TUPELO,  
MISSISSIPPI, a municipal corporation organized and existing under  
the laws of the State of Mississippi, the following described real  
property, to-wit:

Commencing at the Northeast Corner of the South Half of  
the Northeast Quarter of Section 13, Township 10 South,  
Range 5 East; run thence West 1162.00 feet to the Point  
of Beginning; thence South 246.00 feet; thence South 79  
degrees 41 minutes West 515.00 feet to the East line of



the Old Tupelo and Verona Concrete Road; thence North 30 degrees 19 minutes West along the East line of said road 373.00 feet to the North line of the South half of said Northeast Quarter; thence East 639.00 feet to the point of beginning, containing 4.40 acres, more or less, in the Northwest corner of that certain tract of land conveyed by R. C. Clark and wife, Mrs. Jessie McGuire and husband and conveyed January 1938, from J. H. Phillips and wife, to Mrs. Jessie McGuire, widow, Book 275, Page 158 of the land records of Lee County, Mississippi.

LESS AND EXCEPT the following: One half acre more or less described in a correction Warranty Deed from E. T. Laney, et ux, Minnie L. Laney to Leonard Grant, et ux, Maybell Grant dated July 5, 1951, recorded in Book 393 at Page 577 in the land records of Lee County, Mississippi.

LESS AND EXCEPT the following: Commencing at the Northeast corner of the South Half of the Northeast Quarter of Section 13, Township 10, Range 5 East, and run West 1162 feet; thence run South 246 feet; thence run South 79 degrees 41 minutes West 515 feet to the East line of the old Tupelo-Verona Highway; thence run North 30 degrees 19 minutes West along said East line 105 feet for a point of beginning; thence run North 79 degrees 41 minutes East 210 feet; thence run North 30 degrees 19 minutes West 105 feet; parallel to the said East line of the Highway; thence run South 79 degrees 41 minutes West 210 feet to the said East line; thence run South 30 degrees 19 minutes East along said Highway East line 105 feet to the point of beginning. Lying and being the Northeast Quarter of Section 13, Township 10, Range 5 East, Lee County, Mississippi.

This property constitutes no part of the homestead of the Grantor herein.

WITNESS MY SIGNATURE, this the 5<sup>th</sup> day of October, 2022.

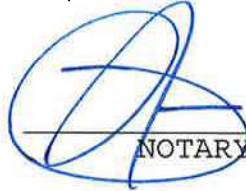
  
JAMES NATHAN SIZEMORE

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named JAMES NATHAN SIZEMORE, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his own act and deed.

Given under my hand and seal, this the 5<sup>th</sup> day of October, 2022.



NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/17/25



## EXHIBIT "E"

### CONTRACT OF PURCHASE

**AGREEMENT** entered into this the 22 day of August 2022, by and between the **MILL VILLAGE LUMBERYARD, A MISSISSIPPI LIMITED LIABILITY COMPANY**, (hereinafter referred to as "SELLER"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at S. Spring Street and situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is more particularly described as follows (the "Subject Property"):

See Legal Description Attached

1. **PRICE.** The purchase price of the property shall be SEVENTY-FIVE THOUSAND and NO/100 Dollars (\$75,000.00) and shall be due and payable at closing.
2. **CLOSING.** Sellers shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo or Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities and any mineral or mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller hereby agrees to pay such amount with the proceeds from the closing.
3. **CLOSING COSTS.** Purchaser and Seller are half any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be paid be prorated.
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Sellers have made any verbal or written representations or warranties whatsoever to Purchaser, whether express or implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.
5. **CLOSING AND POSSESSION.** Seller and Purchaser shall work together to reasonably set a time for closing. Possession shall pass at Closing.
6. **COMMISSION:** Seller and Purchaser each represent and warrant that they are not represented by a broker and that no real estate commissions are due in the regard to the sale(s) contemplated in this agreement.
7. **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.


8. ENTIRE AGREEMENT: This writing contains the entire Agreement of the Parties and may not be amended except in writing, signed by both Seller and Purchaser.

**IN WITNESS WHEREOF**, each of the Parties hereto has signed this Agreement on the date shown below their respective signatures. This Agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

PURCHASER

SELLER

  
TODD JORDAN, MAYOR

  
MILL VILLAGE LUMBERYARD,  
A MISSISSIPPI LIMITED  
LIABILITY COMPANY  
2844 TRAILLAND DR.  
TUPELO MS 38801  
( ) -

CITY OF TUPELO, MISSISSIPPI  
P.O. BOX 1485  
TUPELO, MS 38802  
(662) 841-6513

8/19/22  
DATE

8/20/22  
DATE

ATTEST

  
KIM HANNA, CFO/CITY CLERK

*On behalf of Kim Hanna*

Filed By: rmaharrey	Filed: 10/18/2022 1:41 PM	Number: 2022014472	LEE Chancery	Bill Benson	Published: 10/18/2022 1:58 PM
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THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:  
Riley, Caldwell, Cork & Alvis, P.A.  
207 Court Street  
Tupelo, Mississippi 38804  
(662) 842-8945

**INDEXING INSTRUCTIONS:** Northeast Quarter of Section 31, Township 9,  
Range 6 East, City of Tupelo, Lee County, Mississippi

CORRECTION WARRANTY DEED

MILL VILLAGE LUMBERYARD, LLC P. O. BOX 3677 TUPELO, MS 38803 (662)891-5369	TO	THE CITY OF TUPELO, MISSISSIPPI P. O. BOX 1485 TUPELO, MS 38802 (662)841-6513
--	----	---

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MILL VILLAGE LUMBERYARD, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto THE CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi, the following described real property, to-wit:

Commencing at the Northwest corner of the Southwest Quarter of Section 32, Township 9 South, Range 6 East, Tupelo, Mississippi, Chickasaw Meridian; thence run West for a distance of 98.45 feet, to a point; thence run South for a distance of 22.27 feet, to a point also being

a concrete right of way marker (found) and being the Northwest corner of the Fairpark District Phase One, as recorded in Plat Cabinet C-8, in the office of the Chancery Clerk, Tupelo, Mississippi and being the intersection of the East right of way line of the Kansas City Southern Railroad (50 feet from centerline) and the South right of way line of Main Street (55 feet from centerline); thence run along said Railroad right of way South 07 degrees 55 minutes 53 seconds West for a distance of 930.06 feet to a concrete right of way marker (found) Southwest corner of the Fairpark District - Phase One, as recorded in Plat Cabinet C-8 in the office of the Chancery Clerk, Tupelo, Mississippi, point also being on the South right of way line of Clark Boulevard; thence run North 89 degrees 40 minutes 20 seconds West for a distance of 380.06 feet, to a point being the Northeast corner of Block 15 of the Weatherford & Hildebrand Survey and being the West line of Spring Street and the South line of Clark Street, also being the back of a sidewalk; thence run along said back of sidewalk South 01 degree 11 minutes 36 seconds East for a distance of 89.65 feet, to an iron pin (set) and being the point of beginning; thence continue along said back of a sidewalk South 01 degree 08 minutes 41 seconds East for a distance of 93.74 feet, to a building corner; thence run along the North line of said building South 89 degrees 05 minutes 38 seconds West for a distance of 132.22 feet, to a building corner; thence run along the East line of said building North 00 degrees 01 minutes 48 seconds East for a distance of 26.62 feet, to a building corner; thence run along the North line of said building South 85 degrees 40 minutes 22 seconds West for a distance of 15.41 feet, to a point on the East line of a building; thence run along said East building line North 01 degree 05 minutes 56 seconds West for a distance of 61.13 feet, to a point; thence leaving said building line run East for a distance of 10.27 feet, to a P. K. Nail (set); thence run North 14.20 feet, to a P. K. Nail (set); thence run South 86 degrees 56 minutes 49 seconds East for a distance of 136.78 feet to the point of beginning. All lying and being in the Southeast Quarter of Section 31, Township 9 South, Range 6 East, Tupelo, Mississippi, Chickasaw Meridian, and containing 0.32 acres, more or less.

This deed is being conveyed in order to correct the legal description as contained in that certain Warranty Deed recorded as Instrument No. 2022013936 of the land records of Lee County, Mississippi.

WITNESS the execution of this instrument by the duly authorized Member of MILL VILLAGE LUMBERYARD, LLC, a Mississippi limited liability company, on this the 17<sup>th</sup> day of October, 2022.

MILL VILLAGE LUMBERYARD,  
LLC, A MISSISSIPPI LIMITED  
LIABILITY COMPANY


BY:   
DOUGLAS M. WRIGHT, JR.  
Its: Member

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority within and for the County and State aforesaid, DOUGLAS M. WRIGHT, JR. who acknowledged that he signed and delivered the above and foregoing instrument in his capacity as the duly authorized Member of MILL VILLAGE LUMBERYARD, LLC, a Mississippi limited liability company, on the day and year therein mentioned, after first having been duly authorized to do so by the Operating Agreement of said company.

Given under my hand and official seal, this the 17<sup>th</sup> day of October, 2022.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 03/14/2026

