

CONTRACT OF SALE

AGREEMENT entered into this the 19th day of June 2020, by and between the **CITY OF TUPELO, MISSISSIPPI**, a municipal corporation organized and existing under the laws of the State of Mississippi, (hereinafter referred to as "SELLER"), and Mitchell McCamey (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 situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is described as follows and is depicted in the attached Exhibit "A".


Lot in Southwest Quarter of Southeast Quarter, 67 x 86, Tupelo, Book 465 page 30 South, Section 31, Township 9 South, Range 6 East, Parcel/PPIN: 089P3116600, Lee County, MS

1. PRICE. The purchase price of the property shall be Six Thousand Dollars (\$6,000.00) and shall be due and payable for the property described as follows with a legal description to be provided in the warranty deed.
2. CLOSING. Seller shall deliver to Purchaser at closing a special 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. Seller 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 as of the date of closing.
4. PROPERTY CONDITION. The Subject Property is sold in an "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller has 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 AND MAINTENANCE AND ADVERTISING: 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. CLOSING AGENT: Seller has selected Ben M. Logan, City Attorney for the City of Tupelo to conduct the closing of the Subject Property. In doing so, no attorney client relationship is created between said attorney, agent or firm and the Purchaser.
8. MISCELLANEOUS: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi. This writing contains the entire Agreement of the Parties and may not be amended except in writing, signed by both Seller and Purchaser.

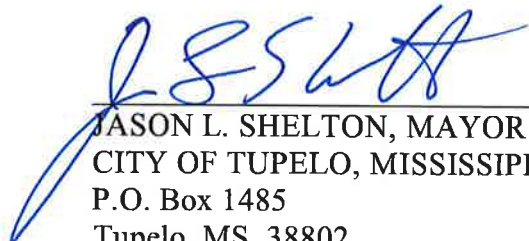
IN WITNESS WHEREOF, each of the Parties hereto has signed this Agreement on the date shown below their respective signatures. This Agreement shall for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

PURCHASER



MITCHELL McCAMEY
411 South Green
Tupelo, MS 38804
(662) 321 7769

SELLER



JASON L. SHELTON, MAYOR
CITY OF TUPELO, MISSISSIPPI
P.O. Box 1485
Tupelo, MS 38802

Filed By: Rmaharrey	Filed: 6/22/2020 8:05 AM	Number: 2020007737	LEE Chancery	Bill Benson	Published: 6/22/2020 8:45 AM
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Prepared By: Ben M. Logan, City Attorney
City of Tupelo, Mississippi
P.O. Box 1485
Tupelo, MS 38802

Return To: Preparer

TO THE CHANCERY CLERK OF LEE COUNTY, MISSISSIPPI: The real property described herein is situated in the SW ¼ of the SE ¼, 67 x 86, Tupelo, Book 465 page 30 South, Section 31, Township 9 South, Range 6 East, Parcel/PPIN: 089P3116600, City of Tupelo, Lee County, Mississippi

SPECIAL WARRANTY DEED

FROM: City of Tupelo, Mississippi
P.O. Box 1485
Tupelo, MS 38804
Telephone: (662) 841-6513

TO: Mitchell McCamey
411 South Green Street
Tupelo, MS 38804
Telephone: 662-321-7761

For and in consideration of ten dollars (\$10.00) cash in hand paid and other mutual and valuable consideration accruing to both parties, the receipt and sufficiency of which is hereby acknowledged, **THE CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi,** (“Grantor”), does by these presents, grant, bargain, sell, convey and specially warrant unto the **Mitchell McCamey,** (Grantee”), the real property located at 802 Malone Boulevard and more particularly described below: and further depicted in the attached Exhibit “A”:

Lot in Southwest Quarter of Southeast Quarter, 67 x 86, Tupelo, Book 465 page 30 South, Section 31, Township 9 South, Range 6 East, Parcel/PPIN: 089P3116600, Lee County, MS

Tract I

A lot fronting on the East side of Broadway Street, bounded on the North by the colored Masonic Hall Lot; on the East by a lot formerly owned by Ora Lee Howard; on the South by a lot owned by Home Benefit Organization, and on the West by Broadway Street. Said Lot being estimated at 28 feet, more or less, North and South by 80 feet East and West in the Northeast Quarter of Section 31, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi.

It being intended to convey the same lot deeded to William Howard Gamble by Dr. W.A. Zuber as recorded in Book 374 at Page 454 of the Deed Records of Lee County, Mississippi, and deeded by William Howard Gamble to G.J. Gravlee, Sr., by deed recorded in Book 385 at Page 337 of the Deed Records of Lee County, Mississippi.


Commencing at the Northwest corner of Lot #39 of Harris and Thomason Survey of the Northeast Quarter of Section 31, Township 9 Range 6 east, and running North along the East line of Broadway Street, 112 feet for a point of beginning; thence East 94 feet, thence North 50 feet; thence West 94 feet to the East boundary line of Broadway Street; thence South along the East boundary line of Broadway Street 50 feet to the Point of Beginning; being Lot No. 3 in Block No. 40 of the Harris and Thomason Survey of said Northeast Quarter of Section 31, Township 9, Range 6 east, and being in the City of Tupelo, Lee County, Mississippi

Grantor shall retain all mineral rights that it owns, together with the right of ingress and egress to remove same.



JASON L. SHELTON, MAYOR

ATTEST:



KIM HANNA, CFO/CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state on this the 19th day of June, 2020, within my jurisdiction, the within named **Jason L. Shelton, and Kim Hanna**, who acknowledge that they are Mayor and City Clerk respectively of the City of Tupelo, Mississippi, and that for and on behalf of said municipal corporation, and as its act and deed, they signed, executed and delivered the above and foregoing instrument, after first having been duly authorized to do so.

Sandra Shumaker
NOTARY PUBLIC



LOCATION MAP

Borrower: HABITAT FOR HUMANITY	File No.: malone-802
Property Address: 802 MALONE	Case No.: habitat
City: TUPELO	State: MS
Lender: HABITAT FOR HUMANITY	Zip: 38804

