



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-088-2014

File Number: RES-14:093

Enactment Number: R-EN-088-2014

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, AUTHORIZING THE MAYOR AND CITY CLERK TO SELL PROPERTY LOCATED AT 1300, 1302, 1304, 1308, 1312, 1314, 1316 OAKHURST, AND 107 S. FLOYD STREET, JONESBORO, ARKANSAS TO JEREMY MOORE

WHEREAS, THE CITY OF JONESBORO, ARKANSAS DESIRES TO SELL AND DID ADVERTISE THE PROPERTY AT 1300,1302,1304,1308,1312,1314,1316 OAKHURST AND 107 S. FLOYD FOR SALE; AND

WHEREAS, JEREMY MOORE DESIRES TO PURCHASE PROPERTY AT 1300,1302,1304,1308,1312,1314,1316 OAKHURST, AND 107 S.FLOYD STREET, OWNED BY THE CITY OF JONESBORO, ARKANSAS AND BEING MORE DESCRIBED AS FOLLOWS, TO-WIT:

LOTS 1,2,6,7,8 OF BLOCK D OF OAKHURST ADDITION AND LOTS 3&4 OF REVISED LOTS 3&4 (A REPLAT OF LOTS 3,4,&5) OF BLOCK D OF OAKHURST ADDITION AND A PART OF LOT 4 OF COBB'S SURVEY OF PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 3 EAST DESCRIBED IN BOOK 769, PAGE 410.)

WHEREAS, IT IS IN THE BEST INTEREST OF THE CITY OF JONESBORO THAT SAID PROPERTY BE SOLD TO JEREMY MOORE FOR THE SUM OF \$50,234.00.

WHEREAS, PREVIOUSLY RES. 14:068 WAS ADOPTED WITH A TYPOGRAPHICAL ERROR.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: THE MAYOR AND CITY CLERK ARE HEREBY AUTHORIZED TO EXECUTE THE DOCUMENTS NECESSARY TO COMPLETE THIS TRNSACTION AND ACCEPT THE PURCHASE PRICE OF \$50,234.00 DUE AND PAYABLE AT THE TIME OF CLOSING BY THE BUYER.

SECTION 2: THAT THIS RESOLUTION IS INTENDED TO CORRECT RESOLUTION 14:068, TO CORRECT TYPOGRAPHICAL ERRORS IN THE PREVIOUS RESOLUTION.

PASSED AND APPROVED this 1st day of July, 2014.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-061-2014

File Number: RES-14:068

Enactment Number: R-EN-061-2014

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
AUTHORIZING THE MAYOR AND CITY CLERK TO SELL PROPERTY LOCATED AT
1300, 1302, 1304, 1306, 1312, 1314 OAKHURST AND 107 S. FLOYD, JONESBORO,
ARKANSAS TO JEREMY MOORE

WHEREAS, the City of Jonesboro, Arkansas desires to sell and did advertise the property at 1300,
1302, 1304, 1306, 1308, 1312, 1314 Oakhurst and 107 S. Floyd for sell; and

WHEREAS, Jeremy Moore desires to purchase property at 1300, 1302, 1304, 1306, 1308, 1312,
1314 Oakhurst and 107 S. Floyd, owned by the City of Jonesboro, Arkansas and being more
described as follows, to wit:

Lots 1-4 and 6-7, Blk D, Oakhurst Add and Pt Lot 4, NE NE SW Jonesboro City, Jonesboro,
Arkansas; also know as 1300,1302,1304,1306,1312,1314 Oakhurst and 107 S.Floyd.

WHEREAS, it is in the best interest of the City of Jonesboro that said property be sold to Jeremy
Moore for the sum of \$50,234.00.

NOW THEREFORE, BE IT RESOLVED, by the City Council for the City of Jonesboro, Arkansas
that:

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to
complete this transaction and accept the purchase price of \$50,234.00 due and payable at the time of
closing by the buyer.

PASSED AND APPROVED this 3rd day of June, 2014.

AFFIDAVIT AS TO SCRIVENER'S ERROR

On this 11th day of June, 2014, before me personally appeared Barbara Howard on behalf of Lenders Title Company, 2207 Fowler Avenue, Jonesboro, Arkansas, 72401, to me personally known, who being by me duly sworn, does state:

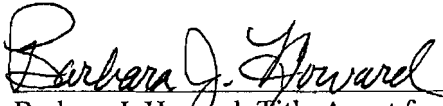
Whereas, there was recorded of record in the County of Craighead, State of Arkansas, a certain Warranty Deed on March 12, 2008 at 05:59:02 p.m. in Deed Book 769 page 410.

And, Whereas, the legal description on said deed was erroneous, the correct legal description being:

Part of Lot 4 Cobb's Survey of Part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 14 North, Range 3 East, Craighead County, Arkansas, being more particularly described as follows: Begin at a stake 462 feet South of the Northeast corner of the Southwest Quarter of said Section 13, thence run South 54 feet, thence run West 308 feet, thence run North 54 feet, thence run East 308 feet to the point of beginning proper.

Now, therefore, it is the intent of this Affidavit to correct the legal description of said deed to reflect the correct legal description as shown above.

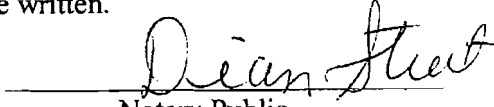
Further Affiant Sayeth Not.


Barbara J. Howard, Title Agent for
Lenders Title Company

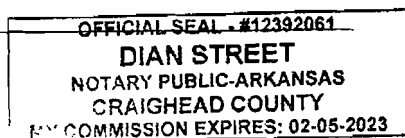
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this 11th day of June, 2014, before me personally appeared Barbara Howard, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed on behalf of Lenders Title Company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

MY COMMISSION EXPIRES:



1/30



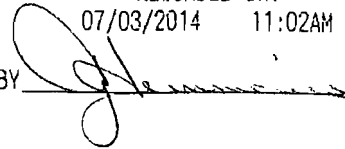
JB2014R-0105954

JB2014R-010595

ANN HUDSON
CRAIGHEAD COUNTY

RECORDED ON:
07/03/2014 11:02AM



BY  D. C.

Please Return To:

Lenders Title Company
2207 Fowler Avenue
Jonesboro AR, 72401
Phone: 870-935-7410
Fax: 870-935-6548

File Number: 14-066515-300

Approved as to form by:
J. Mark Spradley, Attorney-at-Law
Transactional data completed by Lenders Title Company

* NO Revenue Required

FOR RECORDER'S USE ONLY

WARRANTY DEED (CORPORATION)

KNOW ALL MEN BY THESE PRESENTS:

That, City of Jonesboro, Arkansas, Grantor, a corporation organized under and by virtue of the laws of the State of Arkansas, by and through its Mayor and City Clerk, duly authorized by proper resolution of the Board of Directors, for and in consideration of the sum of ---TEN AND 00/100--- DOLLARS---(\$10.00)--- and other good and valuable consideration, in hand paid by Jeremy Moore, Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee and unto his heirs and assigns forever, the following described land, situated in the County of Craighead and the State of Arkansas to-wit:

SEE ATTACHED EXHIBIT "A"

Subject to any recorded: assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, if any.

TO HAVE AND TO HOLD the above described lands unto the Grantee and unto his heirs and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

And the Grantor hereby covenants with the Grantee that it will forever warrant and defend the title to the above described lands against all claims whatsoever.

IN TESTIMONY WHEREOF, The name of the Grantor is hereunto affixed by its Mayor and City Clerk and its seal affixed this 1st day of ^{July}~~June~~, 2014.

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument. Exempt or no consideration paid if none shown.

City of Jonesboro, Arkansas

GRANTEE OR AGENT:

[Handwritten Signature]
Jeremy Moore

GRANTEE'S ADDRESS:

2013 Jamestown
Jonesboro, AR
72404

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF CRAIGHEAD)

BE IT REMEMBERED that on this 15th day of ~~June~~^{July}, 2014, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Harold Perrin and Donna Jackson, to me personally well known (or satisfactorily proven to be), who stated that they were the Mayor and the City Clerk of City of Jonesboro, Arkansas, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15th day of ~~June~~^{July}, 2014.

[Handwritten Signature: Dian Street]

Notary Public

My commission Expires: 02-05-2023
2392061
DIAN STREET
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 02-05-2023

EXHIBIT "A"

Tract 1: Lot 1 in Block "D" of Oakhurst Addition to the City of Jonesboro, Arkansas.

Tract 2: Lot 2 in Block "D" of Oakhurst Addition to the City of Jonesboro, Arkansas.

Tract 3: Lot 3 of Revised Lots 3 and 4 of Block "D" of Oakhurst Addition to the City of Jonesboro, Arkansas, as shown by plat recorded in Plat Cabinet "A" page 77 at Jonesboro, Arkansas.

Tract 4: Lot 4 of Revised Lots 3 and 4 of Block "D" of Oakhurst Addition to the City of Jonesboro, Arkansas, as shown by plat recorded in Plat Cabinet "A" page 77 at Jonesboro, Arkansas.

Tract 5: Lot 6 in Block "D" of Oakhurst Addition to the City of Jonesboro, Arkansas.

Tract 6: Lot 7 in Block "D" of Oakhurst Addition to the City of Jonesboro, Arkansas.

Tract 7: Part of Lot 4 Cobb's Survey of Part of the Northeast Quarter of the Southwest Quarter of Section 13, Township 14 North, Range 3 East, Craighead County, Arkansas, being more particularly described as follows: Begin at a stake 462 feet South of the Northeast corner of the Southwest Quarter of said Section 13; thence run South 54 feet; thence run West 308 feet; thence run North 54 feet; thence run East 308 feet to the point of beginning proper.

Tract 8: Lot 8 in Block "D" of Oakhurst Addition to the City of Jonesboro, Arkansas.

A. Settlement Statement

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance	14-066515-300		
7. <input checked="" type="checkbox"/> CASH SALE					

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower Jeremy Moore 3611 Sawgrass Jonesboro, AR 72404	E. Name & Address of Seller City of Jonesboro, Arkansas 300 S. Church Street Jonesboro, AR 72401	F. Name & Address of Lender Cash Sale
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G. Property Location Lot 1, Block D, Oakhurst Add, Jonesboro, Craighead County, AR 1300 Oakhurst St. Jonesboro, AR 72401 See Addendum	H. Settlement Agent Name Lenders Title Company 2207 Fowler Avenue Jonesboro, AR 72401 Tax ID: 71-0493927	I. Settlement Date 7/2/2014 Fund: 7/2/2014
	Place of Settlement Lenders Title Company 2207 Fowler Avenue Jonesboro, AR 72401	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$50,234.00	401. Contract Sales Price	\$50,234.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$130.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. County property taxes		406. County property taxes	
107. Special Assessments		407. Special Assessments	
108. POA Dues		408. POA Dues	
109. POA Dues		409. POA Dues	
110. Timber Taxes		410. Timber Taxes	
111. Other taxes		411. Other taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$50,364.00	420. Gross Amount Due to Seller	\$50,234.00
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	\$475.90
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. County property taxes		510. County property taxes	
211. Special Assessments		511. Special Assessments	
212. POA Dues		512. POA Dues	
213. POA Dues		513. POA Dues	
214. Timber Taxes		514. Timber Taxes	
215. Other taxes		515. Other taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$0.00	520. Total Reduction Amount Due Seller	\$475.90
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$50,364.00	601. Gross Amount due to seller (line 420)	\$50,234.00
302. Less amounts paid by/for borrower (line 220)	\$0.00	602. Less reductions in amt. due seller (line 520)	\$475.90
303. Cash From Borrower	\$50,364.00	603. Cash To Seller	\$49,758.10

Substitute Form 1099, Seller Statement: The information contained in Blocks E, G, H and I, lines 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate taxes reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Buyer's Initials: _____
Seller's Initials: _____

L. Settlement Charges

700. Total Sales/Broker's Commission based on price				\$50,234.00	@ % = \$0.00	Paid From	Paid From
Division of Commission (line 700) as follows:						Borrower's	Seller's
						Funds at	Funds at
						Settlement	Settlement
701.	to						
702.	to						
703.	Commission Paid at Settlement					\$0.00	\$0.00
800. Items Payable in Connection with Loan							
801.	Loan Origination Fee	%	to				
802.	Loan Discount	%	to				
803.	Appraisal Fee		to				
804.	Credit Report		to				
805.	Lender's Inspection Fee		to				
806.	Mortgage Insurance Application		to				
807.	Assumption Fee		to				
900. Items Required by Lender To Be Paid in Advance							
901.	Interest from	7/2/2014	to	8/1/2014	@ \$0/day		
902.	Mortgage Ins. Premium for months		to				
903.	Hazard Ins. Premium for years		to				
1000. Reserves Deposited With Lender							
1001.	Hazard insurance		months @		per month		
1002.	Homeowner's insurance		months @		per month		
1003.	Mortgage insurance		months @		per month		
1004.	Special Assessments		months @		per month		
1005.	POA Dues		months @		per month		
1006.	POA Dues		months @		per month		
1007.	Timber Taxes		months @		per month		
1008.	Other taxes		months @		per month		
1011.	Aggregate Adjustment						
1100. Title Charges							
1101.	Settlement or closing fee		to	Lenders Title Company		\$100.00	\$100.00
1102.	Abstract or title search		to	Lenders Title Company			
1103.	Title examination		to	Lenders Title Company			
1104.	Title insurance binder		to				
1105.	Document preparation		to				
1106.	Notary fees		to				
1107.	Attorney's fees		to				
	(includes above items numbers:)			
1108.	Title insurance		to	Lenders Title / Old Republic			\$375.90
	(includes above items numbers:)			
1109.	Lender's coverage	\$0.00/\$0.00					
1110.	Owner's coverage	\$50,234.00/\$375.90					
1111.	Processing Fee		to	Lenders Title Company			
1112.	Overnight/Courier Fee		to	Lenders Title Company			
1113.	Closing Protection Letter		to				
1200. Government Recording and Transfer Charges							
1201.	Recording Fees	Deed \$30.00		Mortgage		\$30.00	
1202.	City/county tax/stamps	Deed		Mortgage	to		
1203.	State tax/stamps	Deed		Mortgage	to		
1204.	Tax certificates		to				
1300. Additional Settlement Charges							
1301.	Survey		to				
1302.	Pest Inspection		to				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)						\$130.00	\$475.90

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of this HUD-1 Settlement Statement.

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Jeremy Moore

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Dian Street
Settlement Agent

7-2-14
Date

Section G – Additional Tracts of Land

Lot 2, Block D, Oakhurst Add, Jonesboro, Craighead County, AR
1302 Oakhurst St.
Jonesboro, AR 72401

Lot 3, Block D, Oakhurst Add, Jonesboro, Craighead County, AR
1304 Oakhurst St.
Jonesboro, AR 72401

Lot 4, Block D, Oakhurst Add, Jonesboro, Craighead County, AR
1308 Oakhurst St.
Jonesboro, AR 72401

Lot 6, Block D, Oakhurst Add, Jonesboro, Craighead County, AR
1312 Oakhurst St.
Jonesboro, AR 72401

Lot 7, Block D, Oakhurst Add, Jonesboro, Craighead County, AR
1314 Oakhurst St.
Jonesboro, AR 72401

Pt Lot 4, Cobbs Survey NE SW 13-14-3, Craighead County, AR
107 S. Floyd
Jonesboro, AR 72401

Lot 8, Block D, Oakhurst Add, Jonesboro, Craighead County, AR
1316 Oakhurst
Jonesboro, AR 72401

OFFER AND ACCEPTANCE

7-2-, 2014

1. The undersigned, herein called the Buyer, offers to buy, subject to the terms set forth herein, the following property.

1300, 1302, 1304, 1308, 1312, 1314, 1316 Oakhurst
and 107 S Floyd, Jonesboro, AR

2. The buyer will pay \$ 50,234.00 for the property, \$ -0- in cash and the balance \$ 50,234.00 as follows:

Due at Closing

3. Special conditions: Each party pay own cost

4. Conveyance shall be made to Buyer, or as directed by Buyer, by Warranty Deed except it shall be subject to recorded restrictions and easements, if any.

5. The owner of the above property, hereinafter called Seller, shall furnish at Seller's cost a complete abstract reflecting marketable title to buyer's attorney, however, Sellers shall have an option to furnish Buyer, in place of abstract, a policy of title insurance, and satisfaction of an abstract shall not constitute a waiver of the option. Seller shall have a reasonable time after acceptance within which to furnish abstract or title insurance. If objections are made to title, Seller shall have a reasonable time to meet the objections or to furnish title insurance.

6. Buyer herewith tenders \$ -0- as earnest money, to become part of purchase price upon acceptance. This sum shall be held by Agent and if offer is not accepted or if title requirements are not fulfilled, it shall be promptly returned to Buyer. If, after acceptance, Buyer fails to fulfill his obligations, the earnest money may become liquidated damages, which fact shall not preclude Seller or Agent from asserting other legal rights which they may have because of such breach.

7. Taxes and special assessments, due on or before the closing date shall be paid by the seller. Current general taxes and special assessments shall be prorated as of closing date based upon the last tax statement. Insurance, interest and rental payments shall be pro rated as of closing date.

8. Seller shall vacate the property and deliver possession to Buyer on or before NA days after the closing date. Seller agrees to pay rent to Buyer at the rate of \$ -0- per day until possession is given after closing date.

9. Buyer certifies that they have inspected the property and they are not relying upon any warranties, representation or statements of the Agent or Seller as to age or condition of improvements. The risk of loss or damage to the property by fire or other casualty occurring up to the time of transfer of title on the closing date is assumed by Seller.

10. This offer is binding upon Buyer if accepted within NA days from date.

[Signature]
Buyer
Buyer

The above offer is accepted on 7-2, 2014, I/We agree to pay the above named Agent a fee of -0- for professional services rendered in securing said offer. If for any reason the earnest money provided for herein is forfeited by Buyer under the provisions hereof, same shall be divided equally between Seller and Agent after payment to Agent of his incurred expenses.

City of Jonesboro