



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Safety Council Committee

Tuesday, March 15, 2022

5:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

3. Approval of minutes

MIN-22:014 Minutes for the Public Safety Committee meeting on February 15, 2022.

Attachments: [Public Safety Minutes 02152022_PB Revised](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

RES-22:045 RESOLUTION BY THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 308B Vine, Parcel: 01-143134-25400. OWNER: David and Gail Oesterblad

Sponsors: Code Enforcement

Attachments: [308 Vine Inspection](#)

[DAVID & GAIL OESTERBLAD TRUST-01-143134-25400 - ARCountyData.com](#)

[Limited Title Search](#)

[Supporting Documents](#)

[308 vine 1](#)

[308 vine 2](#)

[308 vine 3](#)

RES-22:046 RESOLUTION BY THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 1208 E. Washington, Parcel: 01-144173-14500. OWNER: Cynthia Diane Scott Fletcher, Korreen Prunty, Koreon Prunty

Sponsors: Code Enforcement

Attachments: [1208 Washington Inspection Report](#)
[FLETCHER CYNTHIA ETAL-01-144173-14500 - ARCountyData.com](#)
[Invoice & Search - 1208 E Washington](#)
[Supporting Docs - 1208 E Washington](#)
[WIN_20201208_14_34_21_Pro](#)
[WIN_20201208_14_36_51_Pro](#)
[614A5AB9-8778-42CE-B926-E18F21EC092D](#)

RES-22:047 RESOLUTION BY THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 3103 Fairview, Parcel: 01-144281-18500. OWNER: Oscar Ramirez

Sponsors: Code Enforcement

Attachments: [3103 Fairview Inspection](#)
[Supporting Documents - 3103 Fairview](#)
[Invoice & Search - 3103 Fairview](#)
[RAMIREZ OSCAR LEONEL-01-144281-18500 - ARCountyData.com](#)
[3103 fairview](#)
[3103 fairview2](#)
[3103 fairview7](#)

RES-22:048 RESOLUTION BY THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 5523 E. Nettleton, Parcel: 01-144351-00800. OWNER: Paul Wise

Sponsors: Code Enforcement

Attachments: [5523 E. Nettleton Inspection Report](#)
[Supporting Docs - 5523 E Nettleton](#)
[Invoice & Search - 5523 E Nettleton](#)
[WISE PAUL AND DEBBIE-01-144351-00800 - ARCountyData.com](#)
[5523 nettleton6](#)
[5523 nettleton7](#)
[5523 nettleton8](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-22:014

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Safety Council Committee

File Type: Minutes

Minutes for the Public Safety Committee meeting on February 15, 2022.



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Safety Council Committee

Tuesday, February 15, 2022

5:00 PM

Municipal Center, 300 S. Church

1. Call To Order

2. Roll Call by City Clerk April Leggett

Present 6 - David McClain; Mitch Johnson; Bobby Long; Chris Gibson; Charles Frierson and Brian Emison

Absent 1 - Chris Moore

3. Approval of minutes

[MIN-22:006](#)

Minutes for the Public Safety Committee meeting on January 18, 2022.

Attachments: [MINUTES](#)

A motion was made by Councilperson Chris Gibson, seconded by Councilperson Brian Emison, that this matter be Passed . The motion PASSED with the following vote.

Aye: 5 - David McClain; Bobby Long; Chris Gibson; Charles Frierson and Brian Emison

Absent: 1 - Chris Moore

4. New Business

ORDINANCES TO BE INTRODUCED

[ORD-22:011](#)

ORDINANCE AMENDING ORDINANCE NO. 07:072, PROVIDING FOR A POLICE OFFICERS BILL OF RIGHTS AND FOR OTHER PURPOSES

Attachments: [315-04 Promotional Process_JPD_Officers Bill of Rights](#)

Police Chief Rick Elliott explained that this was just a cleanup ordinance. We took out section seven because it is now covered in our policy and procedure manual. This change has also been reviewed by the City Attorney and the administrative staff, as well as the police department's administrative staff. This change streamlines the promotion process, handing it back to human resources instead of the Assistant Chief. Councilmember David McClain asked, if I were a police officer in Cherry Valley and I have worked there for five years, will I test at the same level or will I come in and possibly be a sergeant or lieutenant? Chief Elliott explained that everyone starts at the bottom. You can't come in and test for a captain or lieutenant spot. It's just like the military your first step of promotion is a sergeant. You cannot skip ranks. It's a five

year minimum of being with the department before you are eligible to test for the next rank. Councilmember McClain asked, so everyone starts as a patrol officer? Chief Elliott said yes, we do have the option to bring in an experienced patrol officer at higher steps on the current pay plan. Councilmember Bobby Long asked, so, this is just getting rid of some of the redundancy in the policy? Chief Elliott said, yes. The Police Officer's Bill of Rights has been around for several years. In fact, the City of Jonesboro's Police Department adopted it long before the State of Arkansas did. There have been comments about dropping the whole thing because the state does cover it now. But, my employees preferred to keep it in place.

A motion was made by Councilperson Bobby Long, seconded by Councilperson Chris Gibson, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - David McClain; Bobby Long; Chris Gibson; Charles Frierson and Brian Emison

Absent: 1 - Chris Moore

RESOLUTIONS TO BE INTRODUCED

[RES-22:034](#)

RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO CERTIFY FOR THE CITY OF JONESBORO FOR THE 2022 ANNUAL FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES FOR THE JONESBORO ECONOMICAL TRANSPORTATION SYSTEM (JET)

Attachments: [Jets FY2022 C&A](#)
[Jets Sign page FY2022C&A](#)

City Attorney Carol Duncan stated that this is something we do every year. JET Director Michael Black echoed the same.

A motion was made by Councilperson Chris Gibson, seconded by Councilperson Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 5 - David McClain; Bobby Long; Chris Gibson; Charles Frierson and Brian Emison

Absent: 1 - Chris Moore

5. Pending Items

6. Other Business

Councilmember David McClain said, I know that we talked about last time maybe having the guy from Vector come and speak. Do you think we can get him on the next meeting agenda? Chairman Mitch Johnson said, we can probably work on that. Councilmember McClain said, okay.

7. Public Comments

8. Adjournment

A motion was made by Councilperson Chris Gibson, seconded by

Councilperson Brian Emison, that this meeting be Adjourned . The motion PASSED with the following vote.

Aye: 5 - David McClain; Bobby Long; Chris Gibson; Charles Frierson and Brian Emison

Absent: 1 - Chris Moore



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-22:045

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Safety Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 308B Vine, Parcel: 01-143134-25400. OWNER: David and Gail Oesterblad

LEGAL DESCRIPTION: A part of Lot 3 in Block "I" of Nisbett's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Northwest Corner of said lot and running thence South 59 feet and 10 inches; thence East 121 feet; thence North 59 feet and 10 inches; thence West 121 feet to the place of beginning.

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all of the stipulations have been met in the condemnation process to proceed with the condemnation of this property.


NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT: The city should proceed with the condemnation of the property located at: 308B Vine, Jonesboro, AR 72401.



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	10/5/21					
PROPERTY ADDRESS:	308 VINE					
PROPERTY OWNER:	DAVID & GAIL OESTERBLAD TRUST					
OCCUPIED:	YES NO X					
BUILDING ELEMENT	1 thru 5 CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation Type: Piers Solid Slab						WOODEN STRUCTURES x2 ON THIS PROPERTY . THE ROOF HAS FALLEN IN AND IS SEVERLY DAMAGED BEYOND REPAIR ON
Front Porch Type: Wood Concrete						THE FRONT STRUCTURE . THE SECOND STRUCTURE IS IN THE BACK HAS BEEN IN ON FIRE.
Exterior Doors and Windows Type: Wood Vinyl Aluminum						BOTH STRUCTURES ARE A HAZARD TO THE LIFE SAFETY AND WELFARE TO THE PUBLIC AND SHOULD BE RAZE .
Roof Underlay Type: OSB/ Plywood 1x6 metal						
Roof Surface Type: Metal 3-Tab Shingles Dimensional Shingles						
Chimney						
Siding Type: Wood Lap Vinyl Masonite Aluminum						
Fascia and Trim Type Wood Vinyl Coil						
Interior Doors Type: Hollow Wood Solid Wood						

Interior Walls Type Wood Frame Metal Frame Sheetrock Stucco						
Ceilings Type: Sheetrock Stucco Ceiling Tile						
Flooring Underlay Type: 1x6 center match OSB Plywood						
Flooring Surfaces Type: Carpet Linoleum Hard Wood Vinyl						
Electrical						
Heating						
Plumbing						
In my opinion, this structure		is	<input checked="" type="checkbox"/>	is not	Suitable for human habitation.	
In my opinion this structure		is	<input checked="" type="checkbox"/>	is not	Physically feasible for rehabilitation.	
In my opinion, this structure		is	<input checked="" type="checkbox"/>	is not	Economically feasible for rehabilitation.	
In my opinion, this structure	<input checked="" type="checkbox"/>	is		is not	A public safety hazard and should be condemned immediately.	
EMERGENCY ACTION IS WARRANTED: YES <input checked="" type="checkbox"/> NO						
STRUCTURES WERE NOT SECURED AT TIME OF INSPECTION						
Tim Renshaw, Chief Building Inspector						Other Signature
						
Municipal Building, 300 South Church Jonesboro, Ar./ Phone 870-336-7194/ Fax 870-336-1358						

DAVID & GAIL OESTERBLAD TRUST

308 B VINE
JONESBORO, AR

Basic

Land

Sales

Valuation


Taxes

Receipts

Improvements

Parcel Boundary

Basic Info

Parcel Number:	01-143134-25400
County Name:	Craighead County
Property Address:	DAVID & GAIL OESTERBLAD TRUST 308 B VINE JONESBORO, AR Map This Address
Mailing Address:	Oesterblad David & Gail 147 County Road 467 Jonesboro AR 72404-7472
Collector's Mailing Address 	Oesterblad David & Gail 147 County Road 467 Jonesboro, AR 72404-7472
Total Acres:	0.00
Timber Acres:	0.00
Sec-Twp-Rng:	13-14-03
Lot/Block:	PT 3/I
Subdivision:	NISBETTS 1ST ADD
Legal Description:	NISBETTS 1ST ADD PT LOT 3 59.10X123
School District:	J JB JONESBORO CITY
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No



2207 Fowler Avenue
Jonesboro, Arkansas 72401
Phone: 870-935-7410
FAX: 870-933-7222

LIMITED TITLE SEARCH

Date: November 16, 2021
Prepared For: Code Enforcement - City of Jonesboro, Arkansas
File Number: 21-080796-300

Lenders Title Company hereby certifies that the records of the Circuit Clerk of Craighead County, Arkansas have been examined as to the following described property from February 11, 1974 at 9:15 a.m. to November 1, 2021 at 7:30 a.m.:

A part of Lot 3 in Block "I" of Nisbett's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Northwest Corner of said lot and running thence South 59 feet and 10 inches; thence East 121 feet; thence North 59 feet and 10 inches; thence West 121 feet to the place of beginning.

The following instruments were found of record during the aforementioned period which affect the above described property:

WARRANTY DEED from Clennie Wheeler and Ida Wheeler, his wife, to John Caldwell and Dora E. Caldwell, his wife, dated February 7, 1974, filed February 11, 1974 and recorded in Deed Book 207 page 219 in the records of Jonesboro, Craighead County, Arkansas.

CONTRACT OF SALE by and between John Caldwell and Dora E. Caldwell, his wife, and Flora Carline Turner, dated July 12, 1976, filed December 27, 1976 and recorded in Deed Book 239 page 413 in the records of Jonesboro, Craighead County, Arkansas.

LAST WILL AND TESTAMENT OF John Caldwell, dated November 9, 1978, filed February 20, 1984 and recorded in Will Book F page 743 in the records of Jonesboro, Craighead County, Arkansas.

ORDER Approving Final Account, Directing Distribution and Discharging Personal Representative, In the Matter of the Estate of John Caldwell, deceased, dated November 26, 1984, filed November 26, 1984 and recorded in Probate Record X page 539 in the records of Jonesboro, Craighead County, Arkansas.

CONTRACT OF SALE AGREEMENT by and between Carline Turner and Jimmy C. Turner, III and Patty C. Turner, his wife, dated October 10, 1990, filed October 10, 1990 and recorded in Miscellaneous Record 22 page 742 in the records of Jonesboro, Craighead County, Arkansas.

NOTICE OF LIS PENDENS, Case No. E-97-46, styled Melba Barton vs. Flora Carline Turner; Jimmy C. Turner, III; Patti C. Turner a/k/a Patricia Turner; James Hatley d/b/a Hatley Tractor Repair; The State of Arkansas through the Arkansas Department of Finance and Administration, dated January 10, 1997, filed January 10, 1997 and recorded in Lis Pendens Record 7, page 552 in the records of Jonesboro, Craighead County, Arkansas.

DECREE Case No. E-97-46, styled Melba Barton vs. Flora Carline Turner; Jimmy C. Turner, III; Patti C. Turner a/k/a Patricia Turner; James Hatley d/b/a Hatley Tractor Repair; The State of Arkansas through the Arkansas Department of Finance and Administration, dated October 20, 1997, filed October 24, 1997, and recorded in Chancery Book 179 page 613 in the records of Jonesboro, Craighead County, Arkansas.

WARRANTY DEED from Melba Barton, widow of Carl Barton, deceased, an unmarried person, to Gail Ann Oesterblad Living Trust, dated October 31, 1997, filed November 12, 1997 and recorded in Deed Record 550 page 652 in the records of Jonesboro, Craighead County, Arkansas.

LIS PENDENS, Case No. CV-2008-41, styled Regions Bank f/k/a First Bank of Arkansas v. The Gail Ann Oesterblad Living Trust; Gail Ann Oesterblad, as Trustee and individually; David L. Oesterblad, as Trustee and individually; Heritage Bank; DID Enterprizes, L.L.C.; Jerry Sharp and Citibank South Dakota, N.A., filed January 18, 2008 in Lis Pendens Book 9 page 607 in the records of Jonesboro, Craighead County, Arkansas.

FORECLOSURE DECREE, Case No. CV-2008-41, styled Regions Bank f/k/a First Bank of Arkansas v. The Gail Ann Oesterblad Living Trust; Gail Ann Oesterblad, as Trustee and individually; David L. Oesterblad, as Trustee and individually; Heritage Bank; DID Enterprizes, L.L.C.; Jerry Sharp and Citibank South Dakota, N.A., dated ___day of May, 2008, filed May 19, 2008 and recorded in Law Book 78 Page 1 and in Judgment Book 71 page 396 in the records of Jonesboro, Craighead County, Arkansas.

AGREED ORDER SETTING ASIDE DECREE, Case No. CV-2008-41, styled Regions Bank f/k/a First Bank of Arkansas v. The Gail Ann Oesterblad Living Trust; Gail Ann Oesterblad, as Trustee and individually; David L. Oesterblad, as Trustee and individually; Heritage Bank; DID Enterprizes, L.L.C.; Jerry Sharp and Citibank South Dakota, N.A., dated August 11, 2008, filed August 15, 2008 and recorded in Law Book 78 page 740 and in Judgment Book 73 page 423 in the records of Jonesboro, Craighead County, Arkansas.

ORDER OF DISMISSAL WITHOUTH PREJUDICE, Case No. CV-2008-41, styled Regions Bank f/k/a First Bank of Arkansas v. The Gail Ann Oesterblad Living Trust; Gail Ann Oesterblad, as Trustee and individually; David L. Oesterblad, as Trustee and individually; Heritage Bank; DID Enterprizes, L.L.C.; Jerry Sharp and Citibank South Dakota, N.A., dated August 11, 2008, filed August 12, 2008 and recorded in Law Book 78 page 738 in the records of Jonesboro, Craighead County, Arkansas.

REDEMPTION DEED NO. 412997 from Commissioner of State Lands for the State of Arkansas to David & Gail Oesterblad Trust for redemption of the 2016-2018 taxes dated October 5, 2020, filed October 12, 2020 and recorded as Instrument No. 2020R-023404 in the records of Jonesboro, Craighead County, Arkansas.

Judgments have been checked on Gail Ann Oesterblad Living Trust and Gail Ann Oesterblad during the aforementioned period, and the following were found:

Deficiency Judgment against David L. Oesterblad, Gail Ann Oesterblad, David L. Oesterblad and Gail Ann Oesterblad, Trustees of the Gail Ann Oesterblad Living Trust, and Gail Ann Oesterblad and David L. Oesterblad, Trustees of the David L. Oesterblad Living Trust and D & G Rentals, LLC, in favor of Heritage Bank, dated December 8, 2005, filed December 13, 2005 and recorded in Law Book 70 page 725 and in Judgment Book 50 page 176 in the records of Jonesboro, Craighead County, Arkansas. Order of Revivor filed on December 17, 2015 as Instrument No. JB2015J-002648 in the records of Jonesboro, Craighead County, Arkansas.

If tax information was requested, please see the attached tax certificate for the real property tax information as to the above described property.

This Limited Title Search is intended for the exclusive use of the addressee for informational purposes only. Lenders Title Company is not expressing or attempting to express an opinion as to the validity of the title to the above described property nor as to the validity of any encumbrances, both recorded and unrecorded, that pertain to the above described property. While Lenders Title Company believes that the information stated above is accurate, no assurances are made nor is any liability assumed by Lenders Title Company for any incorrect information stated herein or omitted herefrom. For assurances as to the title to the above described property, addressee should obtain a title insurance policy.

Sincerely,

Lenders Title Company



By: Tara V. Pierce

ARKANSAS DOCUMENTARY
\$4.40
0139137
DOCKETS
\$4.40
0139097

207 / 219

Warranty Deed

WITH RELINQUISHMENT OF DOWER

Know All Men By These Presents:

THAT WE, Clennie Wheeler 2/11/74
and Ida Wheeler, his wife

for and in consideration of the sum of Ten and no/100
----- (\$10.00) ----- DOLLARS

to us, in hand paid by John Caldwell and Dora E. Caldwell, his wife the receipt of
which is hereby acknowledged.

do hereby grant, bargain, sell and convey unto the said John Caldwell and Dora E. Caldwell,
his wife

and unto their heirs and assigns forever, the following lands lying in the
County of Craighead and State of Arkansas, to-wit:

Part of Lot 3 in Block "I" of Nisbett's First Addition to the City of
Jonesboro, Arkansas more particularly described as follows: Commencing
at the Northwest Corner of said Lot 3; thence South 59 feet 10 inches;
thence East 121 feet; thence North 59 feet 10 inches; thence West 121
feet to the point of beginning.

To have and to hold the same unto the said John Caldwell and Dora E. Caldwell, his wife

and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said John Caldwell and Dora E. Caldwell,
his wife that we will forever warrant and defend

the title to the said lands against all claims whatever.

And I, Ida Wheeler
wife of the said Clennie Wheeler

for and in consideration of the said sum of money, do hereby release and relinquish unto the said
John Caldwell and Dora E. Caldwell, his wife

all my right of dower and homestead in and to the said lands.

WITNESS our hands and seals on this 7th day of February, 19 74.

*Witnessed by Myrtle Shady
and Jean Noell*

Clennie Wheeler (L. S.)
Ida Wheeler (L. S.)

ACKNOWLEDGMENT

STATE OF ARKANSAS,
County of Craighead } ss.

BE IT REMEMBERED, That on this day came before me the undersigned, a
Notary Public within and for the County aforesaid, duly commissioned and acting
Clennie Wheeler and Ida Wheeler, his wife to me well known as the
grantor in the foregoing Deed, and stated that they had executed the same for the consideration and
purpose therein mentioned and set forth.

And on the same day also voluntarily appeared before me the said Ida Wheeler
wife of the said Clennie Wheeler

to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said Deed
and signed and sealed the relinquishment of dower and homestead in the said Deed for the consideration and purposes
therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public
this 7th day of February, 1974.

My Commission Expires 9-8-75. Myrtle Hendrix
(SEAL)

Filed for Record this 11 day of Feb 1974
at 9:15 o'clock A.M.
By Betty Paulson, Clerk
CALIF WATSON CO. - JOSEPHINE

WITNESS my hand
WITH RELINQUISHMENT OF DOWER

CERTIFICATE OF RECORD

STATE OF ARKANSAS,
County of X Craighead } ss.

I, OPIE C HAMBERS, Circuit Clerk and Ex-Officio Recorder
for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in
my office on the 11th day of February, A.D., 1974, at 9:15 o'clock A.M.
and the same is now duly recorded, with acknowledgments and certificates thereon in "Record Book 207"
page 219.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Court this 11th
day of February, 1974

OPIE CHAMBERS
Circuit Clerk and Ex-Officio Recorder
Shirley Parker
p. o.

28

316 Union
9.e. 239/413

CONTRACT OF SALE

This contract made and entered into on the date hereinafter written by and between John Caldwell and Dora E. Caldwell, his wife, hereinafter referred to as the Sellers, and Flora Carline Turner, hereinafter referred to as the Buyer, WITNESSETH:

1. Upon the terms and conditions hereinafter set out the Sellers agree to sell and the Buyer agrees to purchase the following described real estate located in Craighead County, Arkansas, to-wit:

Part of Lot 3 in Block "I" of Nisbett's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Northwest Corner of said Lot 3; thence South 59 feet 10 inches; thence East 121 feet; thence North 59 feet 10 inches; thence West 121 feet to the point of beginning.

2. It is mutually understood and agreed that the full purchase price of this property shall be Nine Thousand Three Hundred Twenty-five and 07/100 (\$9,325.07) Dollars, payable at Six Hundred Dollars (\$600.00) on the date of the execution of this instrument and the balance in equal monthly installments of Fifty-six and 06/100 (\$56.06) Dollars each which includes interest at 6 percent per annum with the first payment being due on or before August 23, 1976. This contract may be paid in advance if the Buyer so desires.

3. If default be made in any payment of any installment under this note and such default is not made good within a period of thirty (30) days then the balance due and the accrued interest to become due and payable at the option of the holder of this note. The failure to exercise this option in the event of any subsequent default does not constitute a Waiver thereof. If not paid then the Sellers may terminate this contract and take possession of the property and retain all payments made thereon as rent and liquidated damages.

4. The Buyer shall keep all the taxes and assessments paid on the property except however the Sellers agree to pay the 1976 taxes.

5. The Buyer shall keep the property insured with a reputable insurance company in a sum of not less than the balance due on said note and the Sellers shall be named as lien holders thereon.

6. The Buyer agrees to keep the property in a good state of repair less ordinary depreciation

7. Upon payments of the amount set forth above the Sellers will furnish the Buyer an Abstract showing good title to the property and will convey same to her by Warranty Deed.

8. In the event of default in any performance of this contract the party not at fault may terminate same and bring action for any damages they may have sustained as a result thereof or they may bring action for specific performance thereon.

Witness our hands this 12th day of July, 1976.

Witness to MARK

John Caldwell
John Caldwell

Dora E. Caldwell
Dora E. Caldwell

Flora Carline Turner
Flora Carline Turner

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

AFFIDAVIT

On this day personally appeared before me, the undersigned Notary Public duly commissioned and acting within and for the county and state aforesaid, John Caldwell, personally known to me and who stated that he is the husband of Dora E. Caldwell and that she is now in a nursing home and is unable to sign her name and that he has authority from her to sign her name to a Contract of Sale of their property.

Witness my hand this 12th day of July, 1976.

John Caldwell
John Caldwell

Subscribed and sworn to before me this 12th day of July, 1976.

Pam Barlow
NOTARY PUBLIC

(SEAL)
My comm expires:
Feb. 27, 1977

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day personally appeared before me, the undersigned Notary Public duly commissioned and acting within and for the county and state aforesaid, John Caldwell and Dora E. Caldwell, his wife, and Flora Carline Turner to me well known and who stated that they had execute the foregoing instrument of their own free will and for the purposes and conditions therein set out.

Witness my hand and seal this 17th day of July, 1976.

(SEAL)

[Signature]
NOTARY PUBLIC

My comm expires:

Dec 26/79

FILED FOR RECORD
This 27th day of Dec 1976
11:20 AM
Circuit & Chancery
L. Melburn Burrell Jr.

A true copy of the original as filed for record this 27th day of Dec., 1976.
Opie Chambers, Clerk By Carol McAg...

at 2:15 P.M.

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD
I, the undersigned, Clerk of the County of Craighead, do hereby certify that the foregoing instrument of writing is a true and correct copy of the original as filed for record in my office on this 27th day of Dec., 1976.
Opie Chambers, Clerk



Dora E Caldwell




Photo added by Bunny Gambill

BIRTH 6 Jun 1893
DEATH 29 Jul 1978 (aged 85)
BURIAL Philadelphia Cemetery
 Jonesboro, Craighead County, Arkansas, USA
MEMORIAL ID 87508907

Family Members

Spouse

 John Caldwell
 1892-1983

Maintained by: RS Green-Starnes-

Originally Created by: Bunny Gambill

Added: 28 Mar 2012

Find a Grave Memorial **87508907**

Find a Grave, database and images

(<https://www.findagrave.com/memorial/87508907/dora-e-caldwell> : accessed 16 November 2021), memorial page for Dora E Caldwell (6 Jun 1893-29 Jul 1978), Find a Grave Memorial ID 87508907, citing Philadelphia Cemetery, Jonesboro, Craighead County, Arkansas, USA ; Maintained by RS Green-Starnes (contributor 47410223) .

Copyright © 2021 Find a Grave®

743

Last Will and Testament

FILED

FEB 20 1978

OF JOHN CALDWELL

HAROLD THOMPSON

I, John Caldwell, of Jonesboro, Craighead County, Arkansas being over the age of twenty-one years and of sound and disposing mind and memory, do hereby make, publish and declare this to be my Last Will and Testament hereby revoking all Wills and codicils heretofore made by me at this time.

1. I direct that all my just debts be paid as speedily as possible after my death.

2. I give and bequeath any remaining payments due from the sale of my property located at 315 Vine, Jonesboro, Arkansas, made by Ms. Flora Carline (Turner) Reece to Mrs. Melba Barton, my step-daughter, and Mr. Carl Barton, her husband. Should they separate for any reason, then I give and bequeath said payments to Mrs. Melba Barton, individually. The payments in the sum of \$56.06 per month are deposited directly into my checking account at the Bank of Northeast Arkansas, Jonesboro, Arkansas. After my death these payments should be paid as specified in this Will.

3. I give and bequeath all the rest, remainder and residue of my estate, including real, personal and mixed property wherever located to my nine step-children namely, Lawson Harper, Amanda Majors, Harry Harper, Hanford Harper, Elsie Mae Southard, Charles Harper, Melba Barton, Ruby LaBryer and Doyle Harper, share and share alike.

4. I nominate and appoint my step-daughter, Elsie Mae Southard, to be the executrix of my estate. Having full confidence in her integrity, I direct that she be permitted to serve without bond or with the minimum bond which the Court may require and further that she shall have those powers specified in Arkansas Statute Section 58-116, which are incorporated into this Will by reference.

John Caldwell

IN TESTIMONY WHEREOF, I have hereunto set my hand this 7 day of November, 1978, in the presence of

Harold Thompson

PAGE #2

and Vita Maurer, who at my request attest the same in my presence.

John Caldwell
JOHN CALDWELL

We, Joe Carter and Vita Maurer, do hereby certify that John Caldwell, the testator in the above and foregoing Last Will and Testament, subscribed the same in our presence, at the time declaring to us that said instrument was his last Will and Testament; and We, at his request, and in his presence, and in the presence of each other, now sign our names hereto as attesting witnesses.

Joe Carter Vita Maurer
John Caldwell Joe Carter

PROOF OF WILL

We, Joe Carter AND Vita Maurer doath state:

We are the subscribing witnesses to the attached written instrument dated 11-9-78, 1978, which purports to be the Last Will and Testament of John Caldwell; that on this date the testator, in our presence, signed the instrument at the end thereof; declared the instrument to be his Will, and requested that we attest his execution thereof; whereupon, in the presence of the testator and each other, each of us signed our respective names as attesting witnesses. At the time of the execution of the instrument the testator appeared to be over the age of twenty-one years, of sound mind, and acting without undue influence, fraud or restraint.

Witness our hands on this the 9 day of November 1978.

Joe Carter
Vita Maurer

A true copy of the original as filed for record this 20 day of Feb 1984
HAROLD THOMPSON, County Clerk
By Jane Elden

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WILL OF JOHN CALDWELL
PAGE #3

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and affirmed to before me on this the 9 day
of November 1978.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:
5-1-80

A true copy of the original is filed for
record this 20 day of Feb, 1978
at the County Clerk's Office
by Jane Elden

F

539

FILED
NOV 26 1984
HAROLD THOMPSON
Clerk & Probate Court Clerk

IN THE PROBATE COURT OF CRAIGHEAD COUNTY, ARKANSAS
WESTERN DISTRICT

IN THE MATTER OF THE ESTATE OF
JOHN CALDWELL, Deceased

NO. P-84-32

ORDER APPROVING FINAL ACCOUNT,

DIRECTING DISTRIBUTION AND

DISCHARGING PERSONAL REPRESENTATIVE

On this 26th day of November, 1984, is presented the Final Accounting and report in completion of final distribution and discharge filed herein by Elsie Mae Southard, the executrix of the estate herein, and upon consideration thereof, the Court finds and concludes as follows:

Petition was duly appointed executrix of the estate of the deceased on February 20th, 1984; that notice of the appointment of said executrix and the admission of decedent's Will to probate, as well as notice to creditors, was duly published in the manner and form and for the time required by law; that no claims have been filed herein against the estate and that the time for filing claims against the estate has expired; that there are no contingent claims allowed or outstanding; that there were no federal and state estate taxes and income taxes due; that the said estate is solvent and that the same has been fully administered; that more than sixty (60) days have expired since the final accounting was filed herein and that notice thereof was given in the manner and for the time required by law and by the orders of this Court; that no objections or exceptions to said accounting have been filed and the same is true and correct and should be in all things approved; and that there is no liability to the estate by the executrix.

The Court further finds that the personal representative has on hand all the assets reflected in the final accounting heretofore filed, and into which the Court has inquired and finds the same to be true and correct as recorded; that pursuant and according to the terms and conditions of decedent's Last Will and Testament, Melba

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ORDER APPROVING FINAL ACCOUNT
Estate of John Caldwell, Deceased
Page 2


Barton and Carl Barton, her husband, are entitled to receive the remaining assets of the estate after the cost of administration has been paid; that the estate is ready for closing and all remaining assets and property ought to be delivered and distributed to the aforesaid; that such distribution is according to law; that upon distribution the estate should be closed and that the personal representative in all respects should be fully and finally discharged.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that the final accounting heretofore filed, is approved in full; that Elsie Mae Southard, the executrix herein, be and she hereby is, authorized and directed to deliver and distribute to Melba Barton and Carl Barton, her husband, the property of the estate remaining in her hands; that upon making such delivery and distribution and duly filing her receipt herein, said personal representative shall in all things and respects, be fully and finally released and discharged from her trust herein, and she released and discharged from any and all liability or accountability; and the administration of said estate closed.


Probate Judge

APPROVED:


Judy K. Henson
Attorney for the Estate
P.O. Box 607
Jonesboro, AR 72403
(501) 972-5344

A true copy of the original as filed has
received this 26th day of Nov, 1984
HAROLD THOMPSON, County Clerk
By 

JAH:scg
11-19-84

CONTRACT OF SALE

AGREEMENT made this 10 day of October, 1990,
by and between Carline Turner (hereinafter called "Seller")
and Jimmy C. Turner, III and Patty C. Turner, his wife
(hereinafter collectively called "Buyer").

WITNESSETH:

WHEREAS, Seller owns certain real property located in
Craighead County, Arkansas, and is desirous of selling said
real property; and

WHEREAS, Buyer is desirous of purchasing said real
property by contract of sale from Seller.

NOW, THEREFORE, in consideration of the mutual covenants
and promises contained herein, the parties agree as follows:

1. SALE. Seller agrees to sell and Buyer agrees to
purchase the following described real property situated in
Craighead County, Arkansas, to wit:

Part of Lot 3 in Block "I" of Nisbett's
First Addition to the City of Jonesboro,
Arkansas, more particularly described as
follows: Commencing at the Northwest
Corner of said Lot 3; thence South 59
feet 10 inches; thence East 121 feet;
thence North 59 feet 10 inches; thence
West 121 feet to the point of beginning

which property is also known as 316 Vine, Jonesboro,
Arkansas.

2. PURCHASE PRICE. The purchase price for this
property shall be the sum of Twelve Thousand and 00/100
Dollars (\$12,000.00) which shall be paid as follows:

(a) the sum of Twelve Thousand and 00/100 Dollars

(\$12,000.00) bearing interest at the rate of twelve and one-half percent ^{12% CT} ~~(12.5%)~~ _{STILL} per annum, to be paid over a period of sixteen (16) years in one hundred ninety two (192) monthly installments of One Hundred Forty and 85/100 Dollars (\$140.85) beginning on the 15 day of October, 1990, and continuing on the same day of each successive month thereafter until paid in full.

(b) In addition, Buyer shall pay Seller the sum of Fifty and 00/100 Dollars (\$50.00) per month representing the cost of insurance and taxes on the real property. Seller will be responsible for the payment of insurance and taxes when they are due. In the event that the insurance or taxes are increased, Buyer shall increase their payments to her during the term of this contract.

Buyer may, at any time, tender and pay to Seller the entire remaining balance of the principal plus any earned interest without incurring any prepayment penalty.

3. CONVEYANCE. Seller agrees to convey this property by the usual general warranty deed and agrees to convey good merchantable title for all purposes to Buyer upon payment of the entire purchase price and all interest earned. This warranty deed shall be signed as of the date of closing and held by Lyons & Emerson as escrow agent until such time as the payments and/or amounts called for under this contract of sale are paid in full. Buyer further agrees to sign a quitclaim deed to Seller, said deed to be held by escrow agent for the purpose of conveying the aforementioned

property back to Seller in the event of default. Upon full payment, this quitclaim deed shall be destroyed.

3. POSSESSION. Buyer shall be entitled to possession and use of this property as of the date of closing.

4. BUYER'S DEFAULT OR BREACH. If Buyer shall fail to make any monthly installment within 30 days from the date it is due, Buyer shall be in default and Seller shall have the right and option to cancel this installment land contract, retain all monies paid by the Buyer as of the date of default as rental payments and to receive immediate possession and full and complete ownership of the property.

5. NONWAIVER OF DEFAULT. Any acceptance of a late installment by Seller or failure to complain due to a breach by Buyer shall not be deemed a waiver of any obligation on the part of Buyer except as to that particular obligation. Further, the acceptance of any late payment or the failure to object or complain concerning any breach shall not constitute or operate so as to excuse any later breach.

6. ABSTRACT. Upon tender of the full purchase price, Seller agrees to provide Buyer with a full up-to-date abstract showing good merchantable title in Seller. If the abstract shows any defects in title, Seller shall be given a reasonable period of time to correct such defects following written notice by Buyer.

7. MAINTENANCE AND REPAIRS. Buyer shall be responsible for any and all maintenance and repairs to the premises and shall keep the exterior and interior in a good

and proper state of repair.

8. TAXES AND PRORATIONS. Buyer shall be responsible for all real property taxes and assessments from the date of closing forward. However, Seller shall be responsible for the payment of said taxes and assessments in accordance with Paragraph 2 above.

9. INSURANCE. Buyer shall be responsible for the insurance on the property. However, Seller shall be responsible for the payment of said insurance in accordance with Paragraph 2 above.

10. CLOSING COSTS. The parties agree that the closing costs shall be divided equally.

11. NO ASSIGNMENT. The parties agree that this contract is entered into by the Seller based upon the character of the Buyer. As a result, this agreement is personal to the Buyer and may not be assigned by the Buyer without the express written consent of the Seller. Any approval of an assignment shall not operate as a waiver of this provision nor as a subsequent approval of any further assignment.

12. NO WASTE. Buyer agrees to maintain the premises in substantially the same condition as the premises were at the time of execution of the agreement normal wear and tear excepted. Further, Buyer agrees to commit no waste upon or to the premises or appurtenances thereto.

13. BINDING EFFECT. This agreement shall be binding upon the parties hereto and upon their successors, heirs,

personal representatives and assigns.

14. ENTIRE AGREEMENT. This writing constitutes the entire agreement of the parties and all other writings, statements, agreements or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this agreement shall be made except in writing signed by all parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

SELLER

BUYER

Carline Turner
Carline Turner

Jimmy C. Turner III
Jimmy C. Turner, III

Patty C. Turner
Patty C. Turner

Subscribed & signed to before me
this 10th day of October 1990.
Paula M. Lake
9-4-95

CERTIFICATE OF RECORD

STATE OF ARKANSAS
County of Craighead
I, PAT FLEETWOOD, Clerk of the Circuit Court and Ex Officio Recorder for the County aforesaid do hereby certify that the
above and foregoing instrument of writing was filed for record in my office on the 10th day of Oct. 1990 at 3:00 o'clock P.M. and the same is now duly recorded, with the acknowledgment and certificate thereon, in Record Book Vol 22 Page 742--746
IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said court this 10th day of Oct. 1990
PAT FLEETWOOD, Clerk
By Eritha Blackenship Deputy Clerk

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IN THE CHANCERY COURT OF CRAIGHEAD COUNTY, ARKANSAS
JONESBORO DISTRICT

MELBA BARTON

PLAINTIFF

VS.

NO. E-97-46

FLORA CARLINE TURNER; JIMMY C. TURNER, III;
PATTI C. TURNER a/k/a PATRICIA TURNER; JAMES
HATLEY, d/b/a HATLEY TRACTOR REPAIR; THE STATE
OF ARKANSAS THROUGH THE ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION

DEFENDANTS

NOTICE OF LIS PENDENS

Notice is hereby given that Melba Barton has begun an action against the defendants in the above styled cause of action to foreclose upon the following described real property situated in Craighead County, Arkansas, to-wit:

Part of Lot 3 in Block "Y" of Nisbett's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Northwest Corner of said Lot 3; thence South 59 feet 10 inches; thence East 121 feet; thence North 59 feet 10 inches; thence West 121 feet to the point of beginning.

DATED this 10th day of January, 1997.

Charles Frierson, III
Attorney at Law
P.O. Box 8007
Jonesboro, AR 72403
(501) 932-6643


Charles Frierson, III
State Bar No. 58009

Attorney for Plaintiff

7
553
JAN 10 1997
CLERK OF COURT
CRAIGHEAD COUNTY, ARKANSAS

Judge *Partaw*
Date *10-7-97* Div *Chancery*

Jury Trial
Chancery Book 179 Pg 613

IN THE CHANCERY COURT OF CRAIGHEAD COUNTY, ARKANSAS
JONESBORO DISTRICT

Non-Trial

MELBA BARTON

PLAINTIFF

VS.

NO. E-97-46

FLORA CARLINE TURNER; JIMMY C. TURNER, III;
PATTI C. TURNER a/k/a PATRICIA TURNER; JAMES
HATLEY, d/b/a HATLEY TRACTOR REPAIR; THE STATE
OF ARKANSAS THROUGH THE ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION

DEFENDANTS

DECREE

This case is presented to the Court on the 7th day of October, 1997, being a day regularly set for hearing thereon. Plaintiff appeared by her attorney, Charles Frierson, III; defendants, Flora Carline Turner and Jimmy C. Turner, III, appeared by their attorney, Warren Dupwe; defendants, Patti C. Turner a/k/a Patricia Turner, and James Hatley, d/b/a Hatley Tractor Repair, having failed to file answer herein were in default and did not appear; the defendant, State of Arkansas through the Arkansas Department of Finance and Administration, although having filed answer herein, did not appear in person or by counsel although notified of the date, time and place of hearing.

From the testimony of witnesses, Jane McAnally and Jimmy C. Turner, III, along with documentary evidence introduced and argument of counsel, the Court finds:

1. That the plaintiff, Melba Barton, is the lawful holder of legal title to the property known as:

Part of Lot 3 in Block "I" of Nisbett's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Northwest Corner of said Lot 3; thence South 59 feet 10 inches; thence East 121 feet; thence North 59 feet 10 inches; thence West 121 feet to the point of beginning,

and by inheritance is the person entitled to payments under a contract of sale executed July 12, 1976 by Flora Carline Turner, as buyer of the property, calling for a principal sum of Nine Thousand Three Hundred Twenty Five Dollars and 07/100 (\$9,325.07) to be paid, with interest at six percent (6%) per annum, on monthly installments of Fifty Six Dollars and 06/100 (\$56.06).

2. That the last payment by the buyer, Flora Carline Turner, was in December, 1995, at which time there was a principal balance of Five Thousand Nineteen Dollars and 63/100 (\$5,019.63), with a balance of principal and interest as of October 7, 1997 of Five Thousand Six Hundred Sixty Three Dollars and 29/100 (\$5,663.29) which is in default. Under the terms of the contract of sale, the plaintiff is entitled to cancellation of the contract and the retention of all sums paid to be considered as rent or liquidated damages.

3. That the attempted contract of sale between the buyer, Carline Turner, and prospective purchasers, Jimmy C. Turner, III and Patti C. Turner dated October 10, 1990, recorded in Miscellaneous Record 22, Page 742, was executed without proper title or authority of the said Carline Turner and is therefore null and void.

4. That all judgments filed to this date against Jimmy C. Turner, III, or Mattress Factory Outlet, did not act as claims

against the property in this action by reason of the said Jimmy C. Turner, III, not having any legal title upon which any such judgments could attach.

5. That the legal action of James Hatley, d/b/a Hatley Tractor Repair, against a Jimmy Turner and Red Gum Plantation Farms, being case CIV-95-190, has been proved to be against a different Jimmy Turner and has no effect upon the parties to this action or the property which is the subject of this action.

6. The judgment of defendant, Patricia Turner, also known as Patti Turner, against the defendant, Jimmy C. Turner, III, recorded in Chancery Record 158, Page 265 and Judgment Docket Q Page 84 is not valid as a claim against this property by reason of the judgment debtor not having appropriate legal title on which this judgment could attach.

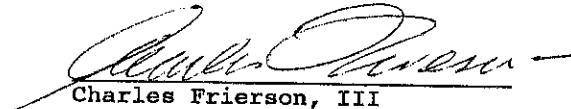
IT IS, THEREFORE, ORDERED AND DECREED that the title of plaintiff, Melba Barton, in the property described above be, and it is hereby quieted and confirmed; that all liens and judgments which are recited herein and which are in any way deemed to be potential claims against the property which is the subject of this action are declared to be not valid as against this property; that the contracts of sale originally between John Caldwell and Dora E. Caldwell, as sellers, and Flora Carline Turner, as buyer, as well

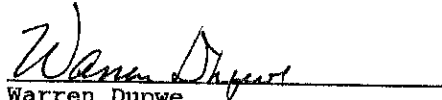
as the contract of sale from Carline Turner to Jimmy C. Turner, III, and Patti C. Turner dated October 10, 1990, are cancelled and full title restored to the plaintiff, Melba Barton.


Graham Partlow, Chancellor

October 20, 1997
Date Entered

APPROVED AS TO FORM:


Charles Frierson, III
Attorney for Plaintiff


Warren Dupwe
Attorney for Defendants,
Flora Carline Turner and
Jimmy C. Turner, III

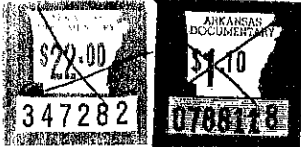
Chancery Book 179 Page 613-616
DATE :10-24-1997
TIME :08:59:09 AM
FILED & RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK



Bridget Hains, D.C.

THIS INSTRUMENT PREPARED BY:
MOONEY LAW FIRM, ATTORNEYS
JONESBORO, AR 72401

9471

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps has been placed on this instrument.




Gail Ann Oesterblad
Living Trust
P.O. Box 7, Jonesboro, Ark.
72403

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That I, MELBA BARTON, Widow of Carl Barton, Deceased, an unmarried person, GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by GAIL ANN OESTERBLAD LIVING TRUST, GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, convey and sell unto the said GRANTEE and unto GRANTEE'S heirs and assigns forever, the following lands lying in Craighead County, Arkansas, to-wit:

A part of the Lot 3 in Block "I" of Nisbett's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Northwest Corner of said lot and running thence South 59 feet and 10 inches thence East 121 feet; thence North 59 feet and 10 inches; thence West 121 feet to the place of beginning.

To have and to hold the same unto the said GRANTEE and unto GRANTEE'S heirs and assigns, forever, with all appurtenances thereunto belonging.

And I hereby covenant with said GRANTEE that I will forever warrant and defend the title to the said lands against all claims whatever.

WITNESS my hand and seal on this October 31, 1997.

Melba Barton

MELBA BARTON

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day personally appeared before me a Notary Public within and for the county and state aforesaid, duly commissioned, qualified and acting, the within named MELBA BARTON, who stated to me that she had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this October 31, 1997.

Bridget Downs
Notary Public

My Commission Expires:



DEED BOOK 550 PAGE 652-654
DATE : 11-12-1997
TIME : 08:49:26 A.M.
FILED & RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK

Shannon Vickers, D.C.

FILED

08 JAN 18 PM 4:29

ANN HUDSON
CIRCUIT AND CHANCERY
COURT CLERK

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY
WESTERN DISTRICT
CIVIL DIVISION

LIS PENDENS BK 9 PG 607
- 607

DATE 01/18/2008
TIME 04:27:50 PM

RECORDED IN ARKANSAS
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK

RECEIVED BY RECEIPT NO. D.C.
PLAINTIFF

REGIONS BANK, f/d/b/a FIRST BANK OF
ARKANSAS

v.

No. CV-2008-41

THE GAIL ANN OESTERBLAD LIVING TRUST;
GAIL ANN OESTERBLAD, as Trustee and individually;
DAVID L. OESTERBLAD, as Trustee and individually;
HERITAGE BANK; DID ENTERPRIZES, L.L.C.;
JERRY SHARP; and CITIBANK SOUTH DAKOTA, N.A.;

DEFENDANTS


LIS PENDENS

Please take notice that plaintiff has filed an action in the Circuit Court of Craighead County, Arkansas, to foreclose on the mortgage recorded on November 18, 1997 in Mortgage Book 701 at Page 128 of the records of the Recorder of Craighead County, Arkansas. Said mortgage is upon the following described lands lying in Craighead County, Arkansas, to-wit:

A part of the Lot 3 in block "I" of Nisbett's first addition to the City of Jonesboro, Arkansas, more particularly described as follows: commencing at the Northwest corner of said lot and running thence South 59 feet and 10 inches thence East 121 feet, thence North 59 feet and 10 inches, thence West 121 feet to the place of beginning.

Said action also seeks to foreclose a mortgage covering the property described above recorded on June 2, 1998, in Mortgage Record 721, Page 939, in the records of the Jonesboro District of Craighead County, Arkansas.

Respectfully submitted,
THE PERKINS LAW FIRM, P. A.
P. O. Box 4054
Jonesboro, AR 72403-4054
Ph: (870) 931-5800

By: 
G. S. Brant Perkins (89166), Plaintiff's Attorney

43

FILED

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS
WESTERN DISTRICT
CIVIL DIVISION

08 MAY 14 PM 1:37
ANN HUDSON
CIRCUIT COURT CLERK

REGIONS BANK, f/k/a FIRST BANK OF
ARKANSAS

PLAINTIFF

v.

No. CV-2008-41(JF)

THE GAIL ANN OESTERBLAD LIVING TRUST;
GAIL ANN OESTERBLAD, as Trustee and
individually; DAVID L. OESTERBLAD, as Trustee
and individually; HERITAGE BANK; DID
ENTERPRIZES, L.L.C.; JERRY SHARP; and
CITIBANK SOUTH DAKOTA, N.A.

DEFENDANTS

FORECLOSURE DECREE

On the ____ day of May, 2008, this cause came on to be heard. The plaintiff, Regions Bank, f/k/a First Bank of Arkansas (hereinafter "Regions"), appeared by and through its attorney, The Perkins Law Firm, P.A. Defendants, The Gail Oesterblad Living Trust (the "Trust"), Gail Oesterblad and David Oesterblad, appeared by and through their attorneys, The Mooney Law Firm, P.A.; defendant, Heritage Bank, appeared by and through its attorneys, Barrett and Deacon, P.A. DID Enterprizes, L.L.C., Jerry Sharp and Citibank South Dakota, N.A., although being served with the Summons and Complaint in accordance with the law have failed to file an answer or other responsive pleading and have failed to make an appearance in this cause. Based upon plaintiff's Complaint for foreclosure, the pleadings in this cause, the testimony of plaintiff by affidavit and all other matters and proof properly before the Court, the Court finds and holds as follows:

1. That this court has jurisdiction over all parties of record and over the subject matter.

2. That service of process has been perfected in all respects for all defendants for the time and in the manner prescribed by law.
3. That defendants, DID Enterprizes, L.L.C., Jerry Sharp and Citibank South Dakota, N.A., have failed to file an answer or to otherwise appear and are in default.
4. That on or about February 10, 2006, the Gail L. Oesterblad Living Trust by and through its trustees, David L. Oesterblad and Gail A. Oesterblad, executed a Promissory Note (Loan No. 9001) to Regions Bank in the original principal amount of \$11,404.34 and bearing interest thereon. Said Note is a renewal of indebtedness dating back to November, 1997.
5. That the Gail Ann Oesterblad Living Trust is an Arkansas revocable trust. Gail Ann Oesterblad, trustor, is personally liable for the obligations of said trust including the indebtedness evidenced by the Promissory Note referred to in paragraph 4 above.
6. That to secure payment of the indebtedness evidenced by the note referred to above, the Trust executed, acknowledged and delivered its mortgage to Regions Bank dated November 10, 1997, on the following described real property in Craighead County, Arkansas, to wit:

A part of the Lot 3 in block "I" of Nisbett's first addition to the City of Jonesboro, Arkansas, more particularly described as follows: commencing at the Northwest corner of said lot and running thence South 59 feet and 10 inches thence East 121 feet, thence North 59 feet and 10 inches, thence West 121 feet to the place of beginning.
7. Said mortgage was duly acknowledged and filed for record on November 18, 1997, in the office of the Circuit Clerk and Ex-Officio Recorder for Craighead County, Arkansas, and now appears of record in Mortgage Book 701 at page 128 in that Recorder's office.
8. That the Mortgage referred to in paragraph 6 above was subsequently modified and extended by the following Mortgage and Modifications of Mortgage agreements:

<u>Document</u>	<u>Date Filed</u>	<u>Book</u>	<u>Page</u>
Mortgage	June 2, 1998	721	939
Modification	September 24, 1998	735	366
Modification	January 22, 1999	751	48
Modification	February 18, 2004	1046	671
Modification	February 28, 2006	1197	625

9. That on or about January 10, 2002, Gail Ann Oesterblad executed a Commercial Guaranty agreement pursuant to which she agreed to absolutely and unconditionally guarantee repayment of the indebtedness referred to in paragraph 4 above.

10. That on or about January 10, 2002, David Oesterblad executed a Commercial Guaranty agreement pursuant to which he agreed to absolutely and unconditionally guarantee repayment of the indebtedness referred to in paragraph 4 above.

11. That there exists a default in the payment of the indebtednesses represented by said Mortgage and the modification and extension thereof, and said note is past due and unpaid despite demand therefore. Plaintiff's right to foreclose has become absolute, and it has elected to declare the entire unpaid balance of said note due and payable as provided by the terms of the note. Plaintiff is entitled to judgment in the amount of \$10,629.63 as of April 23, 2008, plus interest accruing thereon at the rate of \$2.65 per day, plus reasonable costs of title searches, together with a reasonable attorney's fee as provided in said note, as well as such sums as the plaintiff may be required to expend for payment of general and special taxes and insurance premiums in order to protect its interest in the property pendente lite, and for its costs herein expended. The total amount of said judgment shall constitute a good and valid and superior first lien on the above-described property.

12. All rights, claims, title and interests of defendant, Heritage Bank, in the property described in paragraph 5 above by virtue of a judgment recorded on December 13, 2005, in

Judgment Record 50, Page 176 and Law Record 70, page 725, at Jonesboro, Arkansas, were obtained after the recording of plaintiff's mortgage and the modifications and extensions thereto. Therefore, any interest of Heritage Bank is inferior and subordinate to the interest of plaintiff and should be, and hereby is, foreclosed.

13. All rights, claims, title and interests of defendants, DID Enterprizes, L.L.C. and Jerry Sharp, in the property described in paragraph 5 above by virtue of a pending suit in the Circuit Court of Craighead County, Arkansas, styled DID Enterprizes, L.L.C. & Jerry Sharp v. David L. Oesterblad and 1st Choice Rentals, L.L.C., et al. (Case No. CV-2006-700) were obtained after the recording of plaintiff's mortgage and the modifications and extensions thereto. Therefore, any interest of DID Enterprizes, LLC and Jerry Sharp is inferior and subordinate to the interest of plaintiff and should be, and hereby is, foreclosed.

14. All rights, claims, title and interests of defendant, Citibank South Dakota, N.A., in the property described in paragraph 5 above by virtue of a Judgment filed for record on August 29, 2005, in Judgment Record 47 at page 632 and in Law Record 69 at page 829, in the official records at Jonesboro, Craighead County, Arkansas, were obtained after the recording of plaintiff's mortgage and the modifications and extensions thereto. Therefore, any interest of Citibank South Dakota, N.A. is inferior and subordinate to the interest of plaintiff and should be, and hereby is, foreclosed.

IT IS THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED that:

A. Plaintiff, Regions Bank, is granted judgment in rem against the property and judgment in personam against the defendants, The Gail Ann Oesterblad Living Trust, David Oesterblad, Gail Oesterblad, jointly and severally, in the sum of \$10,629.63 as of April 23, 2008, plus interest accruing thereon at the rate of \$2.65 per day until paid in full, plus title search and other costs of

\$927.50 for all reimbursable expenditures to which plaintiff is entitled, together with any further advances which plaintiff may be required to make to enforce or protect its security; and for all other costs.

B. Plaintiff is hereby given judgment for the additional sum of \$ 2200⁰⁰ in attorneys' fees, to be taxed as costs.

C. The mortgage on the real property of plaintiff should be, and the same hereby is, foreclosed with respect to the property described therein, with the property being ordered sold pursuant to the orders and terms of this decree after payment of the commissioner's costs, with plaintiff to be declared to have a first lien on the above-described property.

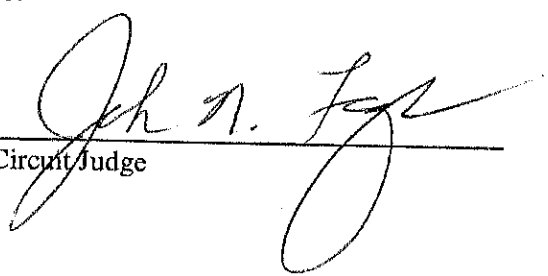
D. If the judgment as hereinabove rendered, together with the costs of this action and attorneys' fees, shall not be paid within ten (10) days of the date of this decree to the Clerk of this Court who is hereby appointed Commissioner for such purposes shall sell the real property at public sale to the highest bidder. Such sale shall be held at the main entrance of the Craighead County Courthouse in Jonesboro, Arkansas, on the day and at the times allowed by law after having advertised such sale one time at least ten (10) days prior to the sale in a newspaper of general circulation in said county. The property shall be sold for cash or on credit with the purchaser to pay 10% of the purchase price as a non-refundable deposit on the date of sale with the balance of the purchase price plus 10% per annum on the unpaid balance to be paid within three (3) months of the date of sale. If the sale is on credit, the purchaser shall provide a bond with a corporate surety or other surety acceptable to the Commissioner and plaintiff with a lien to be retained on the property to secure payment of the bond; provided, however, if plaintiff should purchase the property at such sale, plaintiff shall receive credit in the amount of its judgment in lieu of bond. If the purchaser fails

to complete the purchase, the deposit shall be forfeited to plaintiff. Any funds from the sale over and above the costs of sale, plaintiff's judgment, interest, costs and attorneys fees shall be paid into the registry of the Court. Such sale shall be free of all rights of redemption, dower, curtesy, homestead and appraisalment of defendants, and free and clear of any rights or liens of the defendants.

E. This Court reserves jurisdiction of this cause for the purpose of confirming said sale and determining the disposition of the proceeds thereof to the extent that said proceeds may exceed the judgment in favor of plaintiff as hereinabove rendered, including costs herein.

F. A writ of possession may issue in accordance with the terms of this decree.

ENTERED this ____ day of May, 2008.

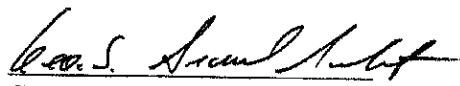


Circuit Judge

APPROVED BY:

THE PERKINS LAW FIRM, P.A.
G. S. Brant Perkins (89166)
P. O. Box 4054
Jonesboro, AR 72403-4054
Ph: (870) 931-5800

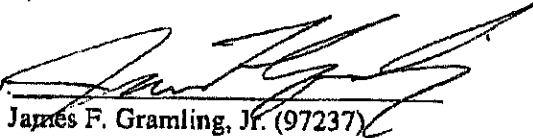
By:



G. S. Brant Perkins
Attorney for Plaintiff

MOONEY LAW FIRM, P.A.
P. O. Box 1428
Jonesboro, AR 72403-1428
(870) 935-5847

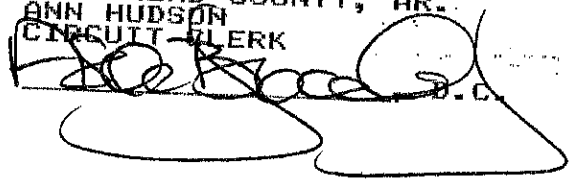
By

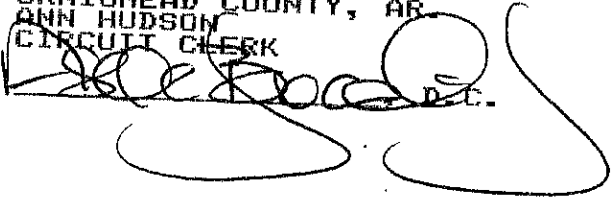

James F. Gramling, Jr. (97237)
Attorney for Defendant

Law Bk 78 Pg 8
Judgment Bk 71 Pg 403

BARRETT & DEACON, P.A.
P. O. Box 1700
Jonesboro, AR 72403-1700
(870) 931-1700

By: Ralph W. Waddell
Ralph W. Waddell (85163)
Attorney for Defendant

Law Bk 78 Pg 1-8
DATE :05-19-2008
TIME :03:58:01 PM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK


Judgment Bk 71 Pg 396-403
DATE :05-19-2008
TIME :03:59:35 PM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK


FILED

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS
WESTERN DISTRICT
CIVIL DIVISION

08 AUG 11 AM 9:55

ARL HARRISON
CIRCUIT COURT CLERK
PLAINTIFF

REGIONS BANK, f/k/a FIRST BANK OF
ARKANSAS

v. No. CV-2008-41(JF)

THE GAIL ANN OESTERBLAD LIVING TRUST;
GAIL ANN OESTERBLAD, as Trustee and
individually; DAVID L. OESTERBLAD, as Trustee
and individually; HERITAGE BANK; DID
ENTERPRIZES, L.L.C.; JERRY SHARP; and
CITIBANK SOUTH DAKOTA, N.A.

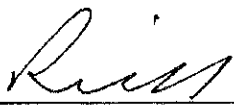
DEFENDANTS

AGREED ORDER SETTING ASIDE DECREE

On this day Agreed Order Setting Aside Decree is presented to the Court. It is represented to the Court by counsel for the plaintiff and counsel for the defendant that the Foreclosure Decree entered on May 14, 2008, was entered in error and should be set aside.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Foreclosure Decree entered in this cause on May 14, 2008, should be and, hereby is set aside.

DATED this 11 day of August 2008.




Circuit Judge

Law Bk 78 Pg 741

Judgment Bk 73 Pg 424

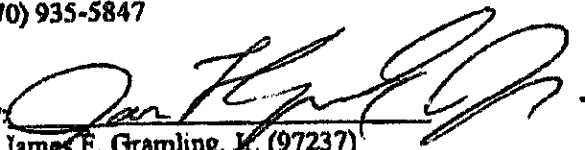
APPROVED BY:

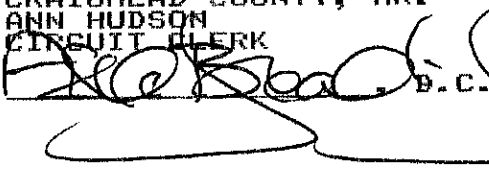
THE PERKINS LAW FIRM, P.A.
G. S. Brant Perkins (89166)
P. O. Box 4054
Jonesboro, AR 72403-4054
Ph: (870) 931-5800

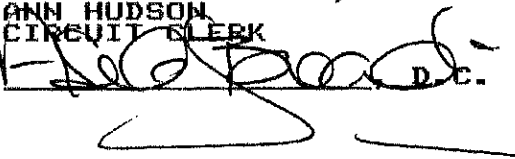
By: 
G. S. Brant Perkins
Attorney for Plaintiff

Law Bk 78 Pg 742
Judgment Bk 73 Pg 425

MOONEY LAW FIRM, P.A.
P. O. Box 1428
Jonesboro, AR 72403-1428
(870) 935-5847

By: 
James F. Gramling, Jr. (97237)
Attorney for Defendant

Law Bk 78 Pg 740-742
DATE :08-12-2008
TIME :11:41:39 AM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK

D.C.

Judgment Bk 73 Pg 423-425
DATE :08-15-2008
TIME :10:08:21 AM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK

D.C.

FILED

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS
WESTERN DISTRICT
CIVIL DIVISION

08 AUG 11 AM 9:55

REGIONS BANK, f/k/a FIRST BANK OF
ARKANSAS

ANN HUDSON
CIRCUIT COURT CLERK
PLAINTIFF

v. No. CV-2008-41(JF)

THE GAIL ANN OESTERBLAD LIVING TRUST;
GAIL ANN OESTERBLAD, as Trustee and
individually; DAVID L. OESTERBLAD, as Trustee
and individually; HERITAGE BANK; DID
ENTERPRIZES, L.L.C.; JERRY SHARP; and
CITIBANK SOUTH DAKOTA, N.A.


DEFENDANTS

ORDER OF DISMISSAL WITHOUT PREJUDICE

On this 11 day of August, 2008, it is represented to the Court by counsel for plaintiff that
the above cause should be dismissed without prejudice.

IT IS, THEREFORE, BY THE COURT CONSIDERED, ORDERED AND ADJUDGED
that the above-styled cause be, and the same hereby is, dismissed without prejudice.

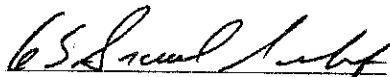
IT IS SO ORDERED.

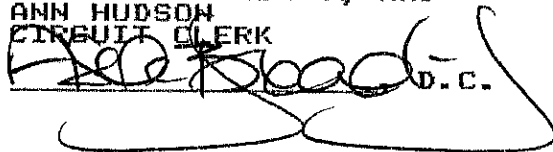


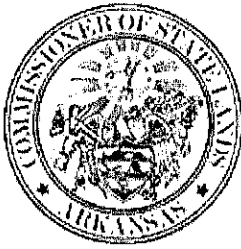
Circuit Judge

APPROVED:

THE PERKINS LAW FIRM, P.A.

By: 
G. S. Brant Perkins (89166)
Attorney for Plaintiff

Law Bk 78 Pg 738
DATE : 08-12-2008
TIME : 11:39:53 AM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK

D.C.



REDEMPTION DEED NO. 412997

TOMMY LAND
COMMISSIONER OF STATE LANDS
STATE OF ARKANSAS

Issued under the provisions of Act 151 of 1891,
Act 626 of 1983 and Act 814 of 1987

2020R-023404

FILED

JONESBORO DISTRICT

CRAIGHEAD COUNTY, ARKANSAS

CANDACE EDWARDS, CLERK & RECORDER

10/12/2020 10:22:01 AM

FFF- 15 00

PAGES: 1

TRAMAIN MCDONALD

THE STATE OF ARKANSAS:

To All Whom these Presents Shall Come ~ GREETINGS:

KNOW YE THAT, WHEREAS: The following described lands situated in the County of CRAIGHEAD in the State of Arkansas, to Wit:

Description: PT LOT 3 59.10X123 Section: 13 Township: 14N Range: 03E Acreage: 0 Lot: Block: I City: Addition: NISBETTS 1ST SD: J JB

Parcel Number: 01-143134-25400 Year Forfeited: 3-3 2016 Receipt #: 511024

were certified to the Commissioner of State Lands, by the County Collector for the non-payment of taxes for the years hereinbelow set forth; and that the taxes, penalties, interest and cost outlined below have been paid to the Commissioner of State Lands;

AND WHEREAS DAVID & GAIL OESTERBLAD TRUST
%DAVID & GAIL OESTERBLAD
147 COUNTY ROAD 467
JONESBORO, AR 72404

filed a petition to redeem duly verified according to the law, and has been approved.

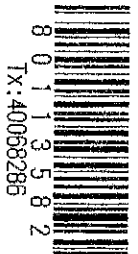
NOW THEREFORE, I, TOMMY LAND, Commissioner of State Lands within the State of Arkansas, for and in consideration of \$1,239.02 so paid and by virtue of the authority in me vested by law, do hereby release unto the said DAVID & GAIL OESTERBLAD TRUST and their heirs and assigns forever the interest the State of Arkansas acquired under any forfeiture, sale or condemnation for taxes.

WITNESS MY HAND AND OFFICIAL SEAL 10/05/2020

Table with 3 columns: Category, Year, Amount. Rows include Taxes, Improv Or Timber tax, Interest, Penalty, County Costs, State Costs.

Total Paid: \$1,239.02

Handwritten signature of Tommy Land, Commissioner of State Lands, and Deputy Commissioner of State Lands with official seal.



Deed Mailed to:
GAIL OESTERBLAD
147 COUNTY ROAD 467
JONESBORO, AR 72404

L15

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS
WESTERN DISTRICT
CIVIL DIVISION

HERITAGE BANK

PLAINTIFF

vs.

No. CV-2004-337

DAVID L. OESTERBLAD, INDIVIDUALLY, AND GAIL ANN OESTERBLAD, INDIVIDUALLY; GAIL ANN OESTERBLAD AND DAVID L. OESTERBLAD, TRUSTEES OF THE GAIL ANN OESTERBLAD LIVING TRUST; and GAIL ANN OESTERBLAD AND DAVID L. OESTERBLAD, TRUSTEES OF THE DAVID L. OESTERBLAD LIVING TRUST; D&G RENTALS, L.L.C., an Arkansas Limited Liability Company; TENANTS, IF ANY, OF 824 W. HUNTINGTON, JONESBORO, AR; 500 W. FORREST, JONESBORO, AR; 1115 W. HUNTINGTON, JONESBORO, AR; 1103 HUNTINGTON, JONESBORO, AR; 1207 WILMAR, JONESBORO, AR; 241 HICKORY, JONESBORO, AR; 837 HUNTINGTON, JONESBORO, AR; 304 & 306 VINE, JONESBORO, AR; 1411 FRENCH, JONESBORO, AR; 709 VINE STREET, JONESBORO, AR; 725 HUNTINGTON, JONESBORO, AR; 721-723 W. HUNTINGTON, JONESBORO, AR; 228 WALNUT, JONESBORO, AR; 903 BURKE, JONESBORO, AR; 2411 HIGH, JONESBORO, AR; 1206 W. HUNTINGTON, JONESBORO, AR; 4212 OAKHILL LANE, JONESBORO, AR; 1811-1813 GREENSBORO, JONESBORO, AR

FILED
05 DEC -8 PM 1:19
CIRCUIT AND CHANCERY
COUNT CLERK

DEFENDANTS

ANN HUDSON, CIRCUIT CLERK, TRUSTEE FOR THE BENEFIT OF STEWART KENNON, INDIVIDUALLY, AND AS TRUSTEE OF THE KENNON FAMILY TRUST; TELECABLE COMMUNICATIONS, INC.; UNITED STATES OF AMERICA; LIBERTY BANK, F/K/A MIDSOUTH BANK; NORTHEAST ARKANSAS FEDERAL CREDIT UNION

ADDITIONAL DEFENDANTS

DEFICIENCY JUDGMENT

On this 8th day of Dec, 2005, this cause comes on to be heard, the Plaintiff, Heritage Bank appeared by and through its attorneys, Barrett & Deacon, a Professional Association; the defendants, David L. Oesterblad, individually, Gail Ann Oesterblad, individually, David L. Oesterblad and Gail Ann Oesterblad, Trustees of the Gail Ann Oesterblad Living Trust, and Gail Ann Oesterblad and David L. Oesterblad, Trustees of the David L. Oesterblad Living Trust, and D&G Rentals, LLC, appeared by and through their attorneys, Mooney Law Firm; whereupon the Plaintiff demanded a trial and the same was submitted to the Court upon the Complaint, the Summons and return thereon, evidence adduced by the Plaintiff, statements of counsel, and other things and matters made known to the Court, to all of which the Court finds:

1. On December 22, 2004, a Foreclosure Decree was entered by the Court granting Heritage Bank joint and several judgment *in personam* against the defendants, David L. Oesterblad and Gail Ann Oesterblad, Gail Ann Oesterblad Living Trust, the David L. Oesterblad Living Trust, and D & G Rentals, LLC in the amount of \$1,110,437.00, plus interest at 5% per annum, an attorney's fee of \$27,000 and costs in the amount of \$3,990.40.

2. The said Defendants did not satisfy the judgment within the time allowed in the Decree and on January 18, 2005, the appointed Commissioner sold the real estate at a public sale for the following amounts:

TRACT NUMBER	PURCHASE PRICE
1	\$5,000.00
2	\$14,175.00
3	\$16,380.00

4	\$23,287.00
5	\$25,000.00
6	\$2,500.00
7	\$86,720.00
8	\$29,520.00
9	\$90,675.00
10	\$28,800.00
11	\$32,400.00
12	\$14,850.00
13	\$40,500.00
14	\$18,225.00
15	\$27,675.00
16	\$90,000.00
17	\$25,650.00

bid by the Plaintiff. Said sale was free and clear of any liens of the defendants.

3. After crediting the sale proceeds of \$571,357.00 to the judgment, there remains a deficiency as of August 17, 2005, in the amount of \$561,003.51, with interest thereon at five percent (5%) *per annum* until paid in full, plus \$27,000.00 attorney's fees and \$3,990.40 in costs.


4. The duly appointed receiver in this matter has collected rents from February 7, 2005 up until July 1, 2005, as reflected in the receiver's reports filed with this Court and incorporated herein by reference. The total amounts of rent collected during this time period equal \$3,800.00. During the same time period receiver has paid out expenses in the amount of \$73.28, as are indicated in the receiver's reports filed with the Court. Plaintiff has advanced receiver's fees in the amount of \$380.00 in the applicable time period.

5. Based upon the Petition of Heritage Bank for a Payment of Rental Monies, the Clerk of this Court is hereby directed to pay to Heritage Bank the sum of \$3,346.72. Such amounts shall be applied to the indebtedness owed by the defendants to Heritage Bank.

6. The Plaintiff is entitled to judgment *in personam* against the Defendants, David L. Oesterblad, individually, Gail Ann Oesterblad, individually, David L. Oesterblad and Gail Ann Oesterblad, Trustees of the Gail Ann Oesterblad Living Trust, and Gail Ann Oesterblad and David L. Oesterblad, Trustees of the David L. Oesterblad Living Trust, and D&G Rentals, LLC, in the amount of \$561,003.51, with interest thereon at five percent (5%) per annum from August 17, 2005, until paid in full, plus an attorney's fee of \$27,000.00 and costs in the amount of \$3,990.40.

IT IS, THEREFORE, BY THE COURT CONSIDERED, ORDERED AND ADJUDGED, that Heritage Bank receive judgment against the Defendants, David L. Oesterblad, individually, Gail Ann Oesterblad, individually, David L. Oesterblad and Gail Ann Oesterblad, Trustees of the Gail Ann Oesterblad Living Trust, and Gail Ann Oesterblad and David L. Oesterblad, Trustees of the David L. Oesterblad Living Trust, and D&G Rentals, LLC, jointly and severally, in the amount of \$561,003.51, plus interest at 5 percent (5%) *per annum* from August 17, 2005, until paid in full, plus attorney's fees of \$27,000.00 and costs in the amount of \$3,990.40.

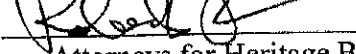
IT IS SO ORDERED.



CIRCUIT JUDGE

APPROVED:

BARRETT & DEACON, P.A.

By 

Attorneys for Heritage Bank

MOONEY LAW FIRM

By

[Handwritten Signature]
Attorneys for Defendants

F:\USERS\RW\HERITAGE\entered\dauid\deSciency judgment.wpd

Judgment Bk 50 Pg 180

Law Bk 70 Pg 725-729
DATE :12-13-2005
TIME :11:39:29 AM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK

[Handwritten Signature]
D.C.

Judgment Bk 50 Pg 176-180
DATE :12-13-2005
TIME :11:40:00 AM
RECORDED IN
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CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK

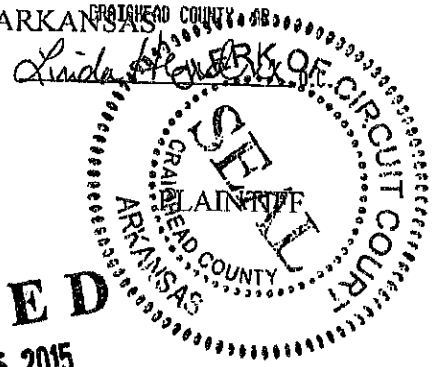
[Handwritten Signature]
D.C.



* JB 2015 J - 002648 *
12/17/2015 11:51AM PG: 3

CANDACE EDWARDS, CIRCUIT CLERK

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS
WESTERN DISTRICT
CIVIL DIVISION



BEAR STATE BANK, Successor in Interest
by Merger to HERITAGE BANK, N.A.

v. No. CV-2004-337

DAVID L. OESTERBLAD, INDIVIDUALLY,
GAIL ANN OESTERBLAD, INDIVIDUALLY;
DAVID L. OESTERBLAD AND GAIL ANN
OESTERBLAD, TRUSTEES OF THE
GAIL ANN OESTERBLAD LIVING TRUST;
GAIL ANN OESTERBLAD AND DAVID L.
OESTERBLAD, TRUSTEES OF THE DAVID L.
OESTERBLAD LIVING TRUST; and
D&G RENTALS, LLC, an Arkansas Limited
Liability Company

FILED
DEC 15 2015
CANDACE EDWARDS
CIRCUIT COURT CLERK

1:42pm

DEFENDANTS

ORDER OF REVIVOR

Now on this 15th day of December, 2015, the Petition for Writ of Scire Facias and Order of Revivor was presented to the Court, the Plaintiff, BEAR STATE BANK, Successor in Interest by Merger to HERITAGE BANK, N.A., appeared by and through its attorneys. The Defendants, DAVID L. OESTERBLAD, INDIVIDUALLY, GAIL ANN OESTERBLAD, INDIVIDUALLY; DAVID L. OESTERBLAD AND GAIL ANN OESTERBLAD, TRUSTEES OF THE GAIL ANN OESTERBLAD LIVING TRUST; GAIL ANN OESTERBLAD AND DAVID L. OESTERBLAD, TRUSTEES OF THE DAVID L. OESTERBLAD LIVING TRUST; and D&G RENTALS, LLC, an Arkansas Limited Liability Company, appeared not although properly served with notice of hearing. From the pleadings, statements and arguments of counsel, and other matters made known to the Court, the Court finds:

J

1. That Bear State Bank, Successor in Interest by Merger to Heritage Bank, N.A., a banking corporation ("Petitioner") filed a Petition for a Writ of Scire Facias and Order of Revivor on October 26, 2015 (the "Petition").

2. That by Judgment entered on the Court's docket on December 8, 2005, the Circuit Court of Craighead County, Arkansas, Western District, issued a Deficiency Judgment in favor of Petitioner against defendants, David L. Oesterblad, Individually and Gail Ann Oesterblad, Individually; David L. Oesterblad and Gail Ann Oesterblad, Trustees of The Gail Ann Oesterblad Living Trust; Gail Ann Oesterblad and David L. Oesterblad, Trustees of the David L. Oesterblad Living Trust; and D&G Rentals, LLC, an Arkansas Limited Liability Company (collectively, the "Defendants") in the sum of \$561,003.51, plus interest from August 17, 2005 at the rate of five percent (5%) per annum until the Judgment is paid in full; attorney's fees in the amount of \$27,000.00; together with Bear State Bank's fees and costs of \$3,990.40 (the "Deficiency Judgment").

3. That this Deficiency Judgment served as a lien against real estate owned by the Defendants for a period of ten (10) years.

4. That as of December 15, 2015, the Deficiency Judgment remains unsatisfied. The following amounts have been paid or credited to the Deficiency Judgment: \$2,288.29, applied to interest. As of December 15, 2015, the total amount due on the Deficiency Judgment is \$561,003.51 principal; \$287,435.44 interest; attorney's fees in the amount of \$27,000.00; Bear State Bank's fees and costs of \$3,990.40; for a grand total of \$879,429.35 as of this date.

5. That pursuant to Ark. Code Ann. § 16-65-501, Writs of Scire Facias have been issued to and served on each Defendant for the purpose of reviving the Judgment. The said Writs were

issued on October 26, 2015. Notice of Hearing was given to each Defendant within the Writs, and none appeared.

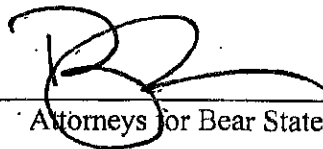
6. That in its Petition, Petitioner asserts the bankruptcy of individual defendants David L. Oesterblad and Gail Ann Osterblad (the "Individual Defendants"), and requests only *in rem* relief against the Individual Defendants.

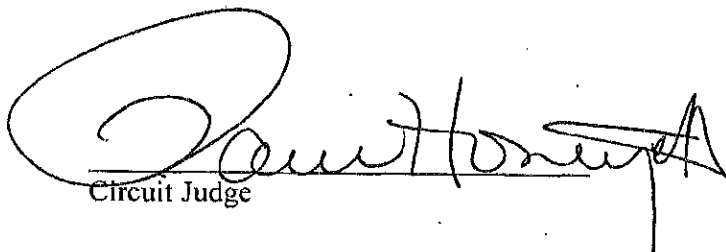
IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED, that the Deficiency Judgment entered on December 8, 2005, is hereby revived as of October 26, 2015; that the Deficiency Judgment, in the amount of \$561,003.51, plus interest from August 17, 2005 at the rate of five percent (5%) per annum until the Judgment is paid in full, less \$2,288.29 in interest paid; attorney's fees in the amount of \$27,000.00; together with Bear State Bank's fees and costs of \$3,990.40; all totaling \$879,429.35 as of this date, and all jointly and severally against the Defendants, David L. Oesterblad, Individually and Gail Ann Oesterblad, Individually (*in rem* only as to the Oesterblads, individually); David L. Oesterblad and Gail Ann Oesterblad, Trustees of The Gail Ann Oesterblad Living Trust; Gail Ann Oesterblad and David L. Oesterblad, Trustees of the David L. Oesterblad Living Trust; and D&G Rentals, LLC, an Arkansas Limited Liability Company, and the liens associated with the judgment, shall be in full force and effect for a period of ten (10) years from October 26, 2015.

IT IS SO ORDERED.

Prepared By:

WADDELL, COLE & JONES, PLLC

By: 
Attorneys for Bear State Bank


Circuit Judge









City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-22:046

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Safety Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 1208 E. Washington, Parcel: 01-144173-14500. OWNER: Cynthia Diane Scott Fletcher, Korreen Prunty, Koreon Prunty

LEGAL DESCRIPTION: Lots 3, 4, 5 and 6 in Block 3 of East Washington Subdivision of Blocks 15, 16, 17, 22, 23 and 24 of Patrick Third Addition to the City of Jonesboro, Arkansas.

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all of the stipulations have been met in the condemnation process to proceed with the condemnation of this property.


NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT: The city should proceed with the condemnation of the property located at: 1208 E. Washington, Jonesboro, AR 72401.



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	12-15-21					
PROPERTY ADDRESS:	1208 WASHINGTON					
PROPERTY OWNER:	CYNTHIA ETAL FLETCHER					
OCCUPIED:	YES NO X					
BUILDING ELEMENT	1 thru 5 CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation Type: Piers Solid Slab						HOUSE IS COMPLETELY DESTROYED BY FIRE. HOUSE WAS NOT SECURED AND IS A HAZARD TO PUBLIC SAFETY
Front Porch Type: Wood Concrete						
Exterior Doors and Windows Type: Wood Vinyl Aluminum						HOUSE IS OBVIOUSLY BLIGHT TO THE COMMUNITY AND STRUCTUALLY UNSAFE . HOUSE SHOULD BE REMOVED IMMEDIATELY
Roof Underlay Type: OSB/ Plywood 1x6 metal						
Roof Surface Type: Metal 3-Tab Shingles Dimensional Shingles						
Chimney						
Siding Type: Wood Lap Vinyl Masonite Aluminum						
Fascia and Trim Type Wood Vinyl Coil						
Interior Doors Type: Hollow Wood Solid Wood						

Interior Walls Type Wood Frame Metal Frame Sheetrock Stucco						
Ceilings Type: Sheetrock Stucco Ceiling Tile						
Flooring Underlay Type: 1x6 center match OSB Plywood						
Flooring Surfaces Type: Carpet Linoleum Hard Wood Vinyl						
Electrical						
Heating						
Plumbing						
In my opinion, this structure		is	XX	is not	Suitable for human habitation.	
In my opinion this structure		is	XX	is not	Physically feasible for rehabilitation.	
In my opinion, this structure		is	XX	is not	Economically feasible for rehabilitation.	
In my opinion, this structure	X	is		is not	A public safety hazard and should be condemned immediately.	
EMERGENCY ACTION IS WARRANTED: YES XX NO						
HOUSE WAS NOT SECURED AT TIME OF INSPECTION AND IS A HAZARD TO PUBLIC SAFETY						
Tim Renshaw, Chief Building Inspector						Other Signature
						
Municipal Building, 300 South Church Jonesboro, Ar./ Phone 870-336-7194/ Fax 870-336-1358						

FLETCHER CYNTHIA ETAL

1208 WASHINGTON
JONESBORO, AR



Basic

Land

Sales

Valuation

Taxes

Improvements

Parcel Boundary

Basic Info

Parcel Number:	01-144173-14500
County Name:	Craighead County
Property Address:	FLETCHER CYNTHIA ETAL 1208 WASHINGTON JONESBORO, AR Map This Address
Mailing Address:	FLETCHER CYNTHIA ETAL 1208 E WASHINGTON JONESBORO AR 72401
Collector's Mailing Address	FLETCHER CYNTHIA ETAL 1208 E WASHINGTON JONESBORO, AR 72401
Total Acres:	0.00
Timber Acres:	0.00
Sec-Twp-Rng:	17-14-04
Lot/Block:	3-4-5-6/3
Subdivision:	WASHINGTON SUB PATRICK 3RD ADD
Legal Description:	WASHINGTON SUB PATRICK 3RD ADD 3-4-5-6
School District:	J JB JONESBORO CITY
Homestead Parcel?:	Yes
Tax Status:	Taxable
Over 65?:	No



INVOICE

Invoice #: 313949
Invoice Date: 2/8/2022
File Number: 22-081144-300

To:
City of Jonesboro - Code Enforcement
Attention: Michael Tyner
410 W. Washington
Jonesboro, AR 72401

From:
Lenders Title Company
Kristin McLaughlin
2207 Fowler Avenue
Jonesboro, AR 72401
870-935-7410

In Re: **Cynthia Diane Scott Fletcher, Korreen Prunty, Koreon Prunty - 1208 E Washington, Jonesboro, AR**

Description	Amount	Total
Title Search	\$150.00	\$150.00
30 year search - Tax Parcel: 01-144173-14500	Total	\$150.00

Thank you for your business!

Please Remit To:
Lenders Title Company
2207 Fowler Avenue
Jonesboro, AR 72401
870-935-7410



2207 Fowler Avenue
Jonesboro, Arkansas 72401
Phone: 870-935-7410
FAX: 870-933-7222

LIMITED TITLE SEARCH

Date: February 8, 2022
Prepared For: Michael Tyner - Code Enforcement for Jonesboro, Arkansas
File Number: 22-081144-300

Lenders Title Company hereby certifies that the records of the Circuit Clerk of Craighead County, Arkansas have been examined as to the following described property from January 1, 1970 at 07:30 a.m. to January 24, 2022 at 07:30 a.m.:

Lots 3, 4, 5 and 6 in Block 3 of East Washington Subdivision of Blocks 15, 16, 17, 22, 23 and 24 of Patrick Third Addition to the City of Jonesboro, Arkansas.

The following instruments were found of record during the aforementioned period which affect the above described property:

OPEN MORTGAGES/LIENS:

DEFAULT JUDGMENT in favor of Capital One Bank (USA), N.A. and against Koreon Prunty, in Case No. 16JCV-18-473, in the principal sum of \$2,333.83, dated November 10, 2018, filed November 14, 2018 in Instrument No. 2018J-001488 in the records of Jonesboro, Craighead County, Arkansas.

DEED CHAIN:

REDEMPTION DEED from Commissioner of State Lands State of Arkansas to Cynthia Fletcher ETAL for Parcel 1-144173-14500 and year forfeited 2010 in the amount of \$1,627.52, dated May 27, 2015, filed June 3, 2015 in Instrument No. JB2015R-008266 in the records of Jonesboro, Craighead County, Arkansas.

REDEMPTION DEED from Commissioner of State Lands State of Arkansas to Cynthia Fletcher ETAL for Parcel 1-144173-14500 and year forfeited 2010 in the amount of \$1,063.79, dated March 21, 2011, filed March 25, 2011 in Instrument No. JB2011R-004844 in the records of Jonesboro, Craighead County, Arkansas.

QUITCLAIM DEED from Tom E. Scott, Sr. to Cynthia Diane Scott Fletcher, Koreon Prunty and Koreon Prunty, joint tenants with the right of survivorship, dated March 31, 2008, filed March 31, 2008 in Deed Book 770 Page 649 in the records of Jonesboro, Craighead County, Arkansas.

WARRANTY DEED from Annie Stephens Turner, widow, and Harriet Jane Turner Hyatt and

Ellen Turner Strong, children, all being the sole and only heirs at law of James Harvey Turner, deceased, to Tom Edward Scott, Sr. and Gladys J. Scott, his wife, dated April 29, 1970, filed May 4, 1970 in Deed Book 176 Page 601 in the records of Jonesboro, Craighead County, Arkansas.

Judgments have been checked on Cynthia Diane Scott Fletcher, Koreon Prunty, and Koreon a/k/a Korreen Prunty during the aforementioned period, and the following were found:

Judgment in favor of Capital One Bank (USA), N.A. and against Koreon Prunty, in Case No. 16JCV-18-473, in the principal sum of \$2,333.83, dated November 10, 2018, filed November 14, 2018 in Instrument No. 2018J-001488 in the records of Jonesboro, Arkansas

This Limited Title Search is intended for the exclusive use of the addressee for informational purposes only. Lenders Title Company is not expressing or attempting to express an opinion as to the validity of the title to the above described property nor as to the validity of any encumbrances, both recorded and unrecorded, that pertain to the above described property. While Lenders Title Company believes that the information stated above is accurate, no assurances are made nor is any liability assumed by Lenders Title Company for any incorrect information stated herein or omitted herefrom. For assurances as to the title to the above described property, addressee should obtain a title insurance policy.

Sincerely,

Lenders Title Company

A handwritten signature in cursive script, appearing to read "Kristin Paige McLaughlin".

By: Kristin Paige McLaughlin

Arkansas Insurance Department
Contact Information:

Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, AR 72202
(800) 852-5494
(501) 371-2640

FACTS**WHAT DOES Lenders Title Company DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and credit history • transaction history and mortgage rates and payments • purchase history and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Lenders Title Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Lenders Title Company Can you limit this sharing? share?	
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No

Questions?	Call 501-225-3519 or go to www.lenderstitlegroup.com
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Who we are

Who is providing this notice?

Lenders Title Company

What we do

How does Lenders Title Company protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Lenders Title Company collect my personal information?

We collect your personal information, for example, when you

- provide account information or give us your contact information
- pay us by check or make a wire transfer
- show us your government-issued ID

We also collect personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies such as our bank, mortgage companies, insurance companies, and securities brokerages.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *We do not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonfinancial financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies such as credit card issuers to inform you about their products and/or services.*

Other important information

State laws and individual companies may give you additional rights to limit sharing. Please consult your state laws regarding information sharing.

FLETCHER CYNTHIA ETAL

1208 WASHINGTON
JONESBORO, AR

<u>Basic</u>	<u>Land</u>	<u>Sales</u>	<u>Valuation</u>	<u>Taxes</u>	<u>Improvements</u>	<u>Parcel Boundary</u>
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Basic Info

Parcel Number:	01-144173-14500
County Name:	Craighead County
Property Address:	FLETCHER CYNTHIA ETAL 1208 WASHINGTON JONESBORO, AR Map This Address
Mailing Address:	FLETCHER CYNTHIA ETAL 1208 E WASHINGTON JONESBORO AR 72401
Collector's Mailing Address	FLETCHER CYNTHIA ETAL 1208 E WASHINGTON JONESBORO, AR 72401
Total Acres:	0.00
Timber Acres:	0.00
Sec-Twp-Rng:	17-14-04
Lot/Block:	3-4-5-6/3
Subdivision:	WASHINGTON SUB PATRICK 3RD ADD
Legal Description:	WASHINGTON SUB PATRICK 3RD ADD 3-4-5-6
School District:	J JB JONESBORO CITY
Homestead Parcel?:	Yes
Tax Status:	Taxable
Over 65?:	No

Property Detail

Craighead County Personal Property & Real Estate Tax Records

Property Information	
Parcel #:	01-144173-14500
Tax Year/ Book:	2020 Current
Legal:	WASHINGTON SUB PATRICK 3RD ADD 3-4-5-6
Property Type:	Real Estate
Owner:	FLETCHER CYNTHIA ETAL
Tax Payer:	FLETCHER CYNTHIA ETAL 1208 E WASHINGTON JONESBORO, AR 72401
Site Address:	1208 WASHINGTON
Subdivision:	WASHINGTON SUB PATRICK 3RD ADD
Lot Block:	3-4-5-6 3
S-T-R:	17-14-04
Acres:	0
Tax Status:	Non-Exempt
Total Mandatory:	\$0.00
Tax Paid:	\$0.00
Balance:	\$0.00

2020 Tax Information							
Tax Type	Tax Description	District	Exempt	Assessed Value	Tax Owed	Tax Paid	Balance
AV	Ad Valorem	J JB	Non-Exempt	\$8,870.00	\$374.31	\$0.00	\$374.31
HC	Homestead Credit	J JB	Non-Exempt	\$8,870.00	-\$374.31	\$0.00	-\$374.31

2018J-001488
FILED
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
CANDACE EDWARDS, CLERK & RECORDER
11/14/2018 7:54:15 AM
FEE: 0.00
PAGES: 4
SHARRON USSERY

Cover Sheet

This page was added by the Craighead County Register of Deeds office to give sufficient space for the necessary recording and certification on a document.

ELECTRONICALLY FILED
Craighead County Circuit Court in Jonesboro
Candace Edwards, Craighead Circuit Clerk
2018-Nov-13 14:23:58
16JCV-18-473
C02D09 : 3 Pages

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

CAPITAL ONE BANK (USA), N.A.

Plaintiff

vs.

Docket No. 16JCV-18-473

KOREON PRUNTY

Our File# N1803367

Defendant

DEFAULT JUDGMENT

This cause of action is submitted to the Court for Default Judgment pursuant to Rule 55 of the Arkansas Rules of Civil Procedure, the Plaintiff's attorney requesting that Default Judgment be entered, and the cause was submitted to the Court upon the record which includes the Complaints, attachments thereto, the summons issued herein against Defendant, the return of summons showing proper service for the time and in the manner required by law, and the failure of the Defendant to file an Answer within the time required by law; and the Court finds that according to the affidavit in support of claim attached to the pleading, that Plaintiff should have Judgment against Defendant in the sum of \$2,333.83 as detailed below, subject to a credit of \$108.00 as of November 10, 2018.

IT IS, THEREFORE, BY THE COURT, CONSIDERED, ORDERED AND ADJUDGED that Defendant shall prepare a schedule by Affidavit, of all the Defendant's property, both real and personal, including monies, bank accounts, rights, credits and chooses in action held by Defendant, or others for Defendant, and specify the particular property which Defendant, claims as exempt under the provisions of the law. The schedule shall be filed with the Clerk of Court within forty-five (45) days of entry of this final Judgment Order.



And that Plaintiff shall have of and recover from the Defendant, KOREON PRUNTY, a principal sum of \$2,333.83, all cost of court, and any garnishment cost spent to enforce the Judgment, subject to a credit of \$108.00 as of November 10, 2018.

CIRCUIT JUDGE

DATED: _____

SUBMITTED BY:
COUCH, CONVILLE & BLITT, LLC

/s/ AUTUMN B. CHASTAIN

Autumn B. Chastain (Bar # 2016112)
Laura L. English (Bar # 2010180)
Chad T. Benoit (Bar # 2018082)
COUCH, CONVILLE & BLITT, LLC
3501 N. Causeway Blvd., Ste 800
Metairie, LA 70002
(504) 838-7747
(504) 838-0244
ATTORNEYS FOR PLAINTIFF



Arkansas Judiciary

Case Title: CAPITAL ONE BANK V KOREON PRUNTY
Case Number: 16JCV-18-473
Type: JUDGMENT-DEFAULT

So Ordered

A handwritten signature in black ink that reads "Melissa Richardson".

Judge Melissa Richardson

Electronically signed by MBRICHARDSON on 2018-11-13 14:24:02 page 3 of 3



REDEMPTION DEED NO. 339730



JB2015R-008266 1

JB2015R-008266

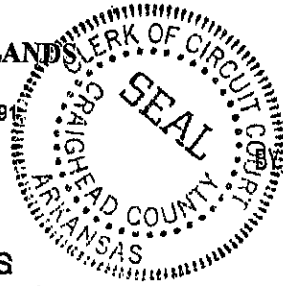
CANDACE EDWARDS

CRAIGHEAD COUNTY

RECORDED ON:

06/03/2015 08:25AM

JOHN THURSTON
COMMISSIONER OF STATE LANDS
STATE OF ARKANSAS
Issued under the provisions of Act 151 of 1891
Act 626 of 1983 and Act 814 of 1987



[Signature], D. C.

THE STATE OF ARKANSAS

To All Whom these Presents Shall Come ~ GREETINGS

KNOW YE THAT, WHEREAS The following described lands situated in the County of CRAIGHEAD in the State of Arkansas, to Wit:

Description: *WESTERN DISTRICT* Section: 17 Township: 14N Range: 4E Acreage: Lot: 3-6 Block: 3 City: JONESBORO
Addition: WASHINGTON SUB PATRICK3RD SD: J
Parcel Number: 1-144173-14500 Year Forfeited 9-7 2010 Receipt #: 404904

were certified to the Commissioner of State Lands, by the County Collector for the non-payment of taxes for the years hereinbelow set forth; and that the taxes, penalties, interest and cost outline below have been paid to the Commissioner of State Lands;

AND WHEREAS CYNTHIA FLETCHER ETAL
% KOREON PRUNTY
708 HOPE AVENUE
JONESBORO, AR 72401

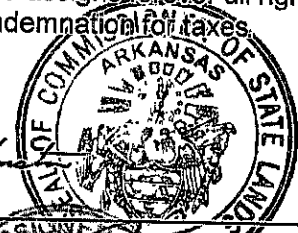
claiming to be the owner(s) of said real property, filed a petition to redeem duly verified according to the law, showing such ownership.

NOW THEREFORE, I, JOHN THURSTON, Commissioner of State Lands within the State of Arkansas, for and in consideration of \$1,627.52 so paid and by virtue of the authority in me vested by law, do hereby release and quitclaim unto the said CYNTHIA FLETCHER ETAL and their heirs and assigns forever all right, title and interest the State of Arkansas acquired under any forfeiture, sale or condemnation for taxes.

WITNESS MY HAND AND OFFICIAL SEAL 05/27/2015

Taxes	2010 - 2012	\$1,058.85
ID Taxes		\$0.00
Interest		\$276.24
Penalty		\$105.89
County Costs		\$18.00
State Costs		\$168.54
Total Paid:		\$1,627.52

[Signature]
John Thurston
Commissioner of State Lands
[Signature]
kwilliams
Deputy Commissioner of State Lands



Deed Mailed to:

KOREON PRUNTY
708 HOPE AVENUE
JONESBORO, AR 72401



REDEMPTION DEED NO. 279692



JB2011R-004844 1

JB2011R-004844

ANN HUDSON

CRAIGHEAD COUNTY

RECORDED ON:

03/25/2011 01:27PM

JOHN THURSTON
COMMISSIONER OF STATE LANDS
STATE OF ARKANSAS

Issued under the provisions of Act 151 of 1891,
Act 626 of 1983 and Act 814 of 1987

BY D. C.

THE STATE OF ARKANSAS:

To All Whom these Presents Shall Come ~ GREETINGS:

KNOW YE THAT, WHEREAS: The following described lands situated in the County of CRAIGHEAD in the State of Arkansas, to Wit:

Description: WASHINGTON SUB *JONESBORO DIST* Section: 17 Township: 14N Range: 4E Acreage: Lot: 3-8
Block: City: JONESBORO Addition: PATRICK 3RD SD: J

Parcel Number: 1-144173-14500

Year Forfited: 7-10 2006

Receipt #: 318365

were certified to the Commissioner of State Lands, by the County Collector for the non-payment of taxes for the years hereinbelow set forth; and that the taxes, penalties, interest and cost outline below have been paid to the Commissioner of State Lands;

AND WHEREAS CYNTHIA FLETCHER ETAL
1208 E WASHINGTON AVE
JONESBORO, AR 72401

claiming to be the owner(s) of said real property, filed a petition to redeem duly verified according to the law, showing such ownership.

NOW THEREFORE, I, JOHN THURSTON, Commissioner of State Lands within the State of Arkansas, for and in consideration of \$1,063.79 so paid and by virtue of the authority in me vested by law, do hereby release and quitclaim unto the said CYNTHIA FLETCHER ETAL and their heirs and assigns forever all right, title and interest the State of Arkansas acquired under any forfeiture, sale or condemnation for taxes.

WITNESS MY HAND AND OFFICIAL SEAL 03/21/2011

Taxes	2005 - 2009	\$665.81
ID Taxes		\$0.00
Interest		\$127.16
Penalty		\$66.58
County Costs		\$18.00
State Costs		\$186.24

Total Paid: \$1,063.79

John Thurston
Commissioner of State Lands

kkelly
Deputy Commissioner of State Lands



Deed Mailed to:

KOREEN PRUNTY
1207 E. RAINWOOD AVE
JONESBORO, AR 72401

Approved as to form by:
John Bartlett, Attorney at Law
Transactional data completed by The Title Company

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT I, **TOM E. SCOTT, SR.**, GRANTOR(S) for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by **CYNTHIA DIANE SCOTT FLETCHER and KOREEN PRUNTY and KOREON PRUNTY, joint tenants with the right of suvivorship**, . Grantee(S), the receipt of which is hereby acknowledged, hereby grant, convey, sell and quitclaim unto said Grantee(S), and unto Grantee(s) heirs and assigns forever, the following lands lying in Craighead County, Arkansas.

ALL MY RIGHT, TITLE, INTEREST AND CLAIM IN AND TO THE FOLLOWING LANDS:

Lots 3, 4, 5 and 6 in Block 3 of East Washington Subdivision of Blocks 15, 16, 17, 22, 23 and 24 of Patrick Third Addition to the City of Jonesboro.

To have and to hold the same unto the said GRANTEE(S), and unto Grantee(s) heirs and assign forever, with all appurtenances thereunto belonging.

WITNESS my hand and seal on this 31st day of March, 2008.

Tom E. Scott, Sr.
TOM E. SCOTT, SR.

"I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument."

By *Cynthia Fletcher*

Grantee/Grantee's Agent

Address: *1202 E. Washington*

Jonesboro, Arkansas
72401

QUITCLAIM DEED
PAGE 2

ACKNOWLEDGMENT

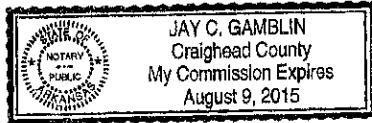
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day, personally appeared before me **TOME. SCOTT, SR.**, known to me to be persons whose name is subscribed to the within instrument and acknowledged that they were authorized to and executed the same for the purposes therein contained.

WITNESS my hand and official seal this 31st day of March, 2008.

My commission expires:

(SEAL)



Jay C. Gamblin

Notary Public

DEED BK 770 PG 649 - 650
DATE 03/31/2008
TIME 03:59:15 PM
RECORDED IN,
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
Ann Hudson, D.C.
RECEIPT# 174030

on said right-of-way 200 feet; thence South 9° 38' West 332.9 feet to the center line of Lost Creek Ditch; thence South 73° 22' West on said ditch center line 22.0 feet to the point of beginning proper, containing 1.787 acres. Subject to a ditch right-of-way off the South side thereof.

a vendor's lien is retained on said lands as security for the unpaid purchase money note described above.

TO HAVE AND TO HOLD the same unto the said BILLY H. CHILDRESS and KATIE MAE CHILDRESS, his wife, and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said Grantees that we will forever warrant and defend the title to said lands against all claims whatever.

And I, ORENE J. SALMONS, wife of the said A. L. SALMONS, JR., for and in consideration of said sum of money, do hereby release and relinquish unto the said Grantees all my right of dower and homestead in and to said lands.

WITNESS our hands and seals on this May 1, 1970.

A. L. Salmons, Jr., (L.S.)
Orene J. Salmons (L.S.)

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

ACKNOWLEDGMENT

BE IT REMEMBERED, That on this day came before me the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned, qualified and acting A. L. SALMONS, JR., and ORENE J. SALMONS, his wife, to me well known as the grantors in the foregoing Deed and stated that they had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS My hand and seal as such Notary Public this May 1, 1970.

(SEAL)

My Commission Expires: 12-31-70

Opie Chambers, Circuit Clerk

Prepared by: Barrett, Wheatley, Smith & Deacon, Atty's., Jonesboro, Arkansas.

By Irma Lee Goad, D. C., Jonesboro, Arkansas.

A true copy of the original as filed for record this 1st day of May, 1970, at 3:35 P.M.

OPIE CHAMBERS, CLERK

BY Duino Hamill D. C.

WARRANTY DEED: Revenue paid \$18.00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Annie Stephens Turner, the widow, and Harriet Jane Turner Hyatt and Ellen Turner Strong, the children, being the sole and only heirs at law of James Harvey Turner, deceased by Helen Heinemann Ellis, as Attorney-in-fact for each of them, duly authorized by power vested in men by Power of Attorney, dated July 5th, 1962, recorded in Power of Attorney Record 1 page 467 at Jonesboro, Arkansas. for and in consideration of the sum of Ten & No/100 (\$10.00) Dollars and other good and valuable considerations paid by Tom Edward Scott, Sr., and Gladys J. Scott, his wife as tenants by the entirety, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Tom Edward Scott, Sr., and Gladys J. Scott, his wife, as tenants by the entirety, and unto their heirs and assigns forever, the following lands lying in the County of Craighead and State of Arkansas, to-wit:

Lots 3, 4, 5, 6, 7 and 8 in Block 3 of East Washington's Subdivision of Blocks 15, 16, 17, 22, 23 and 24 of Patrick's Third Addition to the City of Jonesboro, Arkansas.

TO HAVE AND TO HOLD the same unto the said Tom Edward Scott, Sr. and Gladys J. Scott, his wife, as tenants by the entirety, and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And Grantors hereby covenant with said Tom Edward Scott, Sr., and Gladys J. Scott his wife, as tenants by the entirety, that they will forever warrant and defend the title to the said lands against all claims whatever.

WITNESS my hand and seal on this 29th day of April, 1970.

Annie Stephens Turner
Annie Stephens Turner

Ellen Turner Strong
Ellen Turner Strong

BY Helen Heinemann Ellis
Helen Heinemann Ellis
Attorney-in-fact

BY Helen Heinemann Ellis
Helen Heinemann Ellis

Harriet Jane Turner Hyatt
Harriet Jane Turner Hyatt

BY Helen Heinemann Ellis
Helen Heinemann Ellis
Attorney-in-fact

602

STATE OF ARKANSAS)
COUNTY OF CRAIGHEAD)SS

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting Helen Heinemann Ellis, as Attorney-in-fact and acting for and on behalf of Annie Stephens Turner, a widow and Harriet Jane Turner Hyatt and Ellen Turner Strong, sole heirs at law of James Harvey Turner, deceased, by virtue of powers conferred in Power of Attorney Record 1 page 467, Jonesboro, Arkansas, to me well known as the grantor in the foregoing Deed, and stated that she had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this the 29th day of April, 1970.

(SEAL).

Zetta Mae Downs
Notary Public

My commission expires: July 2nd, 1970.

Prepared by Markle Abstract Co., Jonesboro, Arkansas.

A true copy of the original as filed for record this 4th day of May, 1970 at 2:00 P.M.

OPIE CHAMBERS, CLERK

BY Juma Lee Good D.C.

PARTIAL RELEASE

The undersigned is the owner and holder of the following described deed of trust and of the indebtedness secured thereby, to wit:

Deed of Trust dated October 6, 1969 executed by Western Heights Lumber Co., a corporation, to J. H. Spears, Trustee for First National Bank of Jonesboro, Jonesboro, Arkansas; filed October 9 1969 in the office of the Recorder of Craighead County, Arkansas and therein recorded in Mortgage Record 139 at page 106.

For a valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby releases from the lien of the aforesaid deed of trust the following described property, but none other, to wit:

Lot 2¹/₄ in Block D of Fairview Acres Subdivision in the city of Jonesboro, Arkansas, as shown by plat of record in Book 123 at page 126.

Said deed of trust will remain in full force and effect as to all properties now encumbered thereby, except the property above specifically described and released.

IN TESTIMONY WHEREOF, this instrument is executed on this 4th day of May, 1970.

ATTEST:

Edward M. King III
1st V.P.

FIRST NATIONAL BANK OF JONESBORO

BY John E. Marcom
Pres.

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned, a Notary Public duly qualified, commissioned and acting within and for the said state and county, appeared in person the within named John E. Marcom and Edward M. King III, to me personally well known, who stated that they were the President and 1st. Vice-President of FIRST NATIONAL BANK OF JONESBORO, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said 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 4th day of May, 1970.

(SEAL)

Inez Baughman
Notary Public

My commission expires April 15, 1974

Prepared by First National Bank of Jonesboro, Arkansas.

A true copy of the original as filed for record this 4th day of May, 1970 at 2:20 P.M.

OPIE CHAMBERS, CLERK

BY Juma Lee Good D.C.









City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-22:047

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Safety Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 3103 Fairview, Parcel: 01-144281-18500. OWNER: Oscar Ramirez

LEGAL DESCRIPTION: Lot 10 in Block "C" of Fairview Acres Subdivision to the City of Jonesboro, Arkansas, as shown by plat of record in Deed Record 123 page 126, and subject to easements as shown on recorded plat.

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all of the stipulations have been met in the condemnation process to proceed with the condemnation of this property.


NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT: The city should proceed with the condemnation of the property located at: 3103 Fairview, Jonesboro, AR 72401.



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT

RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	5-7-21					
PROPERTY ADDRESS:	3103 FAIRVIEW					
PROPERTY OWNER:	OSCAR RAMIREZ					
OCCUPIED:	YES NO X					
BUILDING ELEMENT	1 thru 5 CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation Type: Piers Solid Slab	1					HOUSE IS COMPLETELY DESTROYED BY FIRE. HOUSE WAS NOT SECURED AND IS A HAZARD TO PUBLIC SAFETY
Front Porch Type: Wood Concrete	1					
Exterior Doors and Windows Type: Wood Vinyl Aluminum	1					HOUSE IS OBVIOUSLY BLIGHT TO THE COMMUNITY AND STRUCTUALLY UNSAFE . HOUSE SHOULD BE REMOVED IMMEDIATELY
Roof Underlay Type: OSB/ Plywood 1x6 metal	1					
Roof Surface Type: Metal 3-Tab Shingles Dimensional Shingles	1					
Chimney	1					
Siding Type: Wood Lap Vinyl Masonite Aluminum	1					
Fascia and Trim Type Wood Vinyl Coil	1					
Interior Doors Type: Hollow Wood Solid Wood	1					

Interior Walls Type Wood Frame Metal Frame Sheetrock Stucco	1					
Ceilings Type: Sheetrock Stucco Ceiling Tile	1					
Flooring Underlay Type: 1x6 center match OSB Plywood	1					
Flooring Surfaces Type: Carpet Linoleum Hard Wood Vinyl	1					
Electrical	1					NOT TO CODE
Heating	1					NOT TO CODE
Plumbing	1					NOT TO CODE
In my opinion, this structure		is	<input checked="" type="checkbox"/>	is not		Suitable for human habitation.
In my opinion this structure		is	<input checked="" type="checkbox"/>	is not		Physically feasible for rehabilitation.
In my opinion, this structure		is	<input checked="" type="checkbox"/>	is not		Economically feasible for rehabilitation.
In my opinion, this structure	<input checked="" type="checkbox"/>	is		is not		A public safety hazard and should be condemned immediately.
EMERGENCY ACTION IS WARRANTED: YES <input checked="" type="checkbox"/> NO						
HOUSE WAS NOT SECURED AT TIME OF INSPECTION AND IS A HAZARD TO PUBLIC SAFETY						
Tim Renshaw, Chief Building Inspector						Other Signature
						
Municipal Building, 300 South Church Jonesboro, Ar./ Phone 870-336-7194/ Fax 870-336-1358						

RAMIREZ OSCAR LEONEL

3103 FAIRVIEW
JONESBORO, AR

- [Basic](#)
- [Land](#)
- [Sales](#)
- [Valuation](#)
- [Taxes](#)
- [Receipts](#)
- [Improvements](#)
- [Parcel Boundary](#)

Basic Info

Parcel Number:	01-144281-18500
County Name:	Craighead County
Property Address:	RAMIREZ OSCAR LEONEL 3103 FAIRVIEW JONESBORO, AR Map This Address
Mailing Address:	RAMIREZ OSCAR LEONEL 2908 Planters Dr JONESBORO AR 72404-9310
Collector's Mailing Address	RAMIREZ OSCAR LEONEL 2908 Planters Dr JONESBORO, AR 72404-9310
Total Acres:	0.00
Timber Acres:	0.00
Sec-Twp-Rng:	28-14-04
Lot/Block:	10/C
Subdivision:	FAIRVIEW ACRES
Legal Description:	FAIRVIEW ACRES JBORO CITY
School District:	J JB JONESBORO CITY
Improvement Districts:	DRAINAGE DISTRICT 20
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No

Property Detail

Craighead County Personal Property & Real Estate Tax Records

Property Information	
Parcel #:	01-144281-18500
Tax Year/ Book:	2020 Current
Legal:	FAIRVIEW ACRES JBORO CITY
Property Type:	Real Estate
Owner:	SAVING GRACE RENTALS LLC
Tax Payer:	Saving Grace Rentals Llc PO Box 2484 Jonesboro, AR 72402-2484
Site Address:	3103 FAIRVIEW
Subdivision:	FAIRVIEW ACRES
Lot Block:	10 C
S-T-R:	28-14-04
Acres:	0
Tax Status:	Non-Exempt
Total Mandatory:	\$453.33
Tax Paid:	-\$453.33
Balance:	\$0.00

2020 Tax Information							
Tax Type	Tax Description	District	Exempt	Assessed Value	Tax Owed	Tax Paid	Balance
AV	Ad Valorem	J JB	Non-Exempt	\$10,740.00	\$453.23	-\$453.23	\$0.00
ID	Improvement District	20	Non-Exempt	\$0.10	\$0.10	-\$0.10	\$0.00

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>18113</u>	Current	2020	5/26/2021	\$0.00	\$453.33	\$0.00	\$453.33
<u>24003</u>	Current	2019	9/14/2020	\$0.00	\$453.33	\$0.00	\$453.33
<u>31698</u>	Current	2018	10/8/2019	\$0.00	\$7,380.15	\$0.00	\$7,380.15
<u>31750</u>	Current	2017	10/10/2018	\$0.00	\$7,416.60	\$0.00	\$7,416.60
<u>30870</u>	Current	2016	10/11/2017	\$0.00	\$7,164.49	\$0.00	\$7,164.49

Historical Receipts

Receipt #	Tax Year	Date Paid	Tax Owed	Tax Paid	Balance
<u>56593</u>	2015	10/12/2016	\$433.51	\$433.51	\$0.00
<u>49657</u>	2014	10/7/2015	\$433.51	\$433.51	\$0.00
<u>48904</u>	2013	10/7/2014	\$433.51	\$433.51	\$0.00
<u>44873</u>	2012	10/4/2013	\$433.51	\$433.51	\$0.00
<u>50925</u>	2011	10/9/2012	\$532.66	\$532.66	\$0.00

NX

2021R-012588

FILED

JONESBORO DISTRICT

CRAIGHEAD COUNTY, ARKANSAS

CANDACE EDWARDS, CLERK & RECORDER

05/25/2021 12:58:58 PM

FFF 25 00

PAGES: 3

LIZ TROUTMAN

THIS INSTRUMENT PREPARED BY: J. ROBIN NIX, II, ATTORNEY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT **Saving Grace Rentals, LLC**, for and in consideration of the sum of **\$25,000.00**, and other good and valuable considerations to the company in hand paid by the **Grantee** herein, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **Oscar Ramirez, a married person**, and unto **his heirs** and assigns forever, the following described land situated in the County of **Craighead**, State of Arkansas, to-wit:

Lot 10 in Block "C" of Fairview Acres Subdivision to the City of Jonesboro, Arkansas, as shown by plat of record in Deed Record 123 page 126, and subject to easements as shown on recorded plat.

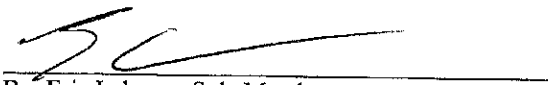
Subject to assessments, building lines, easements, mineral reservations and/or conveyances, restrictions, and any other matters of record or fact.

TO HAVE AND TO HOLD the same unto the said **Grantee** and unto **his heirs** and assigns forever, with all appurtenances thereunto belonging.

And, **Saving Grace Rentals, LLC**, hereby covenants with said **Grantee** that it will forever warrant and defend the title to the said lands against all claims whatsoever.

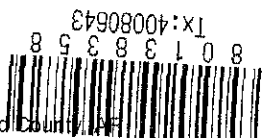
IN TESTIMONY WHEREOF, the name of the **grantor** is hereunto fixed by its member this **24th** day of **May, 2021**.

Saving Grace Rentals, LLC



By: Eric Lehman, Sole Member

Limited Liability Warranty Deed



ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Craighead

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public duly commissioned qualified and acting, within and for said County and State, in person within named **Eric Lehman**, to me personally well known, who stated he is the Sole Member of **Saving Grace Rentals, LLC** and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that **he/she/they** had signed, executed and delivered said 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 **24th** day of **May, 2021**.

Sanda Greene
Sanda Greene, Notary Public

My Commission Expires:
August 20, 2030



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.

Oscar Ramirez
Oscar Ramirez

Mailing Address: 2908 Planters Dr
Jonesboro AR 72401



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 21-1850

Grantee: OSCAR RAMIREZ
Mailing Address: 2908 PLANTERS DR
JONESBORO AR 724010000

Grantor: SAVING GRACE RENTALS, LLC
Mailing Address: 2908 PLANTERS DR
JONESBORO AR 724010000

Property Purchase Price: \$25,000.00
Tax Amount: \$82.50
County: CRAIGHEAD
Date Issued: 05/25/2021
Stamp ID: 587311104

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

Grantee or Agent Name (printed): Oscar Ramirez

Grantee or Agent Name (signature): " Date: 05-25-2021

Address: 2908 Planters Dr

City/State/Zip: Jonesboro AR 72401

2020R-020607

FILED

JONESBORO DISTRICT

CRAIGHEAD COUNTY, ARKANSAS

CANDACE EDWARDS, CLERK & RECORDER

09/09/2020 08:41:48 AM

FFF- 25 00

PAGES: 3

TRAMAIN MCDONALD

THIS INSTRUMENT PREPARED BY: J. ROBIN NIX, II, ATTORNEY AT LAW

Warranty Deed

(Single Person)

KNOW ALL MEN BY THESE PRESENTS:

That I, **Lois Staggs, Trustee of the Lois Staggs Revocable Trust dated February 26, 2008**, for and in consideration of the sum of **\$10,000.00**, and other good and valuable considerations to me in hand paid by the **Grantee** the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **Saving Grace Rentals, LLC**, and unto **its successors** and assigns forever, the following described land situated in the County of **Craighead**, State of **Arkansas**, to-wit:

Lot 10 in Block "C" of Fairview Acres Subdivision to the City of Jonesboro, Arkansas, as shown by plat of record in Deed Record 123 page 126, and subject to easements as shown on recorded plat.

Subject to assessments, building lines, easements, mineral reservations and/or conveyances, restrictions, and any other matters of record or fact.

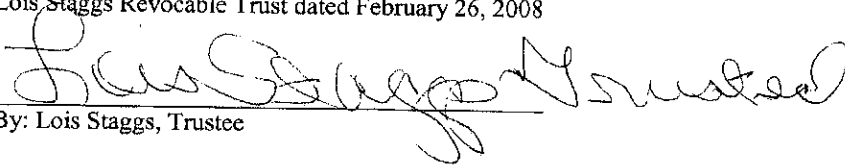
To have and to hold the same unto the said **Grantee** and unto **its successors heirs** and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

And I hereby covenant with said **Grantee**, that I will forever warrant and defend the title to the said lands against all claims whatsoever.

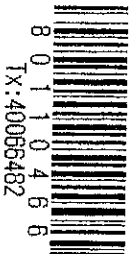
WITNESS my hand and seal on this **3rd** day of **September, 2020**.

Lois Staggs Revocable Trust dated February 26, 2008

By: Lois Staggs, Trustee



Warranty Deed - Single



ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Craighead

Be it remembered, that on this day came before me the undersigned, a Notary Public duly commissioned qualified and acting, within and for said County and State, in person the within named **Lois Staggs, Trustee of the Lois Staggs Revocable Trust dated February 26, 2008**, to me personally well known to be the person whose name is subscribed to the within instrument and acknowledged that **she** executed the same for the purposes therein contained.

In testimony whereof I have hereunto set my hand and official seal this **3rd** day of **September, 2020**.



Sanda Greene
Sanda Greene, Notary Public

My Commission Expires:
August 20, 2030

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.

[Signature]
Saving Grace Rentals, LLC

Mailing Address: **P O BOX 2484, Jonesboro, AR 72402-2484**



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 20-2830

Grantee: SAVING GRACE RENTALS, LLC
Mailing Address: PO BOX 2484
JONESBORO AR 724020000

Grantor: LOIS STAGGS
Mailing Address: 3411 BOLT BLVD
JONESBORO AR 724050000

Property Purchase Price: \$10,000.00
Tax Amount: \$33.00

County: CRAIGHEAD
Date Issued: 09/04/2020
Stamp ID: 180766720

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

Grantee or Agent Name (printed): Saving Grace Rentals, LLC

Grantee or Agent Name (signature): Nix Title as agent Date: 9/4/2020

Address: P.O. Box 2484

City/State/Zip: Jonesboro, AR 72402

This Deed Prepared By:
 Grant C. DeProw
 Lilly & DeProw, PLC
 1901 E. Nettleton Ave.
 Jonesboro, Arkansas 72401
 (870) 935-2400

(Space Above Reserved for Recording Information)

WARRANTY DEED

THIS DEED, made on the 26 day of Feb., 2008, by and between **LOIS STAGGS, A Single Person, GRANTOR, and LOIS STAGGS, Trustee of the LOIS STAGGS REVOCABLE TRUST dated February 26, 2008, GRANTEE;**

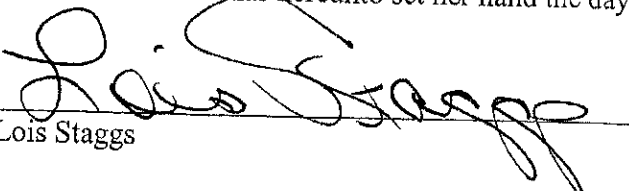
WITNESSETH: That the said GRANTOR, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said GRANTEE, its successors and assigns, the following described lots, tracts, or parcels of land, lying, being, and situated in the Western District of the County of Craighead, State of Arkansas, to-wit:

Lot 10 in Block "C" of Fairview Acres Subdivision in the City of Jonesboro, Arkansas, as shown by a Plat of record in Book 123 at Page 126, subject to Bill of Assurance of record in Book 149 at page 98, and easements shown on recorded plat.

More commonly known as: 3103 Fairview, Jonesboro, Arkansas 72401

TO HAVE AND TO HOLD the premises aforesaid, with all and singular rights, privileges, tenements, appurtenances, and hereditaments thereto belonging or in anywise appertaining unto the said GRANTEE, and unto its successors and assigns, FOREVER, the said GRANTOR hereby covenanting that she is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that she has good right to convey the same; that the said premises are free and clear of any encumbrance done or suffered by her or those under whom she claims; and that she will WARRANT AND DEFEND the title to the said premises unto the said GRANTEE, and unto its successors and assigns, FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set her hand the day and year first above written.


 Lois Staggs

I certify under penalty of false swearing that at least the correct amount of documentary transfer stamps have been placed on this instrument. **NO STAMPS REQUIRED.**

Grantee-Agent: Lois Staggs, Trustee

Grantees' Address: 3411 Bolt, Jonesboro, Arkansas 72401

STATE OF ARKANSAS)
)SS
COUNTY OF CRAIGHEAD)

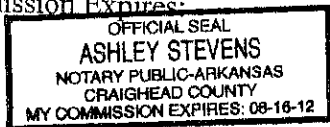
ACKNOWLEDGMENT

BE IT REMEMBERED, That on this day before the undersigned, a Notary Public, duly qualified and acting within and for the County aforesaid, personally appeared Lois Staggs, a Single Person, as the Grantor in the foregoing Deed and stated that she executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 26th day of February, 2008.

Ashley Stevens
Notary Public

My Commission Expires:



DEED BK 768 PG 423 - 424
DATE 02/27/2008
TIME 03:25:52 PM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
RECEIPT# 172767

This instrument prepared by:
Three Rivers Title Services, Inc.
Under the supervision of
Anne Orsi Smith, Attorney-At-Law
P.O. Box 383
Des Arc, AR 72040
File #05-11-039TLH
HUD Case#: 031-292079

Special Warranty Deed

Know All Men by These Presents, That, Alphonso Jackson, Secretary of Housing and Urban Development of Washington, D.C., acting by and through the Federal Commission, party of the first part, in consideration of the sum of **Ten Dollars (\$10.00)**, and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto **LOIS STAGGS**, a single person, party of the second part, the following described land located in the county of Craighead, State of Arkansas, to wit:

Lot 10 in Block "C" of Fairview Acres Subdivision in the City of Jonesboro, Arkansas, as shown by Plat of record in Book 123 at Page 126, subject to Bill of Assurance of record in Book 149 at page 98, and easements shown on recorded plat.

More commonly known as: 3103 Fairview, Jonesboro, Arkansas 72401

SUBJECT TO ANY RIGHTS-OF-WAY, DEDICATIONS, EASEMENTS OR MINERAL RESERVATION OF RECORD.

THIS SPECIAL WARRANTY DEED IS NOT TO BE IN EFFECT UNTIL: 11/21/05

Being, the same property acquired by the part of the first part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et.seq.) and the Department of Housing and Urban Development Act,(42 U.S.C).

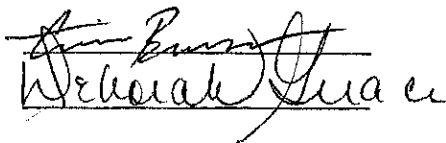
To have and to hold the same unto the said party of the second part, and the heirs and assigns of said party of the second part forever, together with all improvements thereon and all rights, privileges and appurtenances thereunto belonging.

And said Secretary of Housing and Urban Development does hereby covenant unto and with the said party of the second part, and the heirs and assigns of said party of the second part, that he will forever warrant and defend the title to said land as hereby conveyed against the lawful claims of all persons claiming by, through or under him, but against none other.

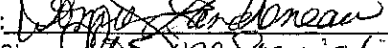
Said conveyance is made subject to all covenants, easements, restrictions, conditions, and rights appearing of record against the above described property; also subject to any state of fact which an accurate survey of said property would show.

In witness whereof the undersigned on this 17th day of NOVEMBER, 2005 has set his/her hand and seal pursuant to redelegation of Authority dated July 18, 2005, Hud Docket No. FR-4837-D-57, published in 70F.R. 43171 (7/26/2005) for and on behalf of said Secretary of Housing and Urban Development.

Witnesses:



Secretary of Housing and Urban Development
c/o Cityside Management Corporation

by:  (seal)
title: Housing Specialist

State of Louisiana)
County of Tangipahoa) ss

This day personally appeared before me, the undersigned, a duly commissioned, qualified and acting Notary Public within and for said County and State, the within named ~~Donna Landkane~~ who is personally well known to me and known to me to be the duly appointed delegate, for and on behalf of the Secretary of Housing and Urban Development, and the person, who executed the foregoing instrument, by virtue of the above cited authority, and acknowledged that he/she signed, executed, and delivered the same on the day and year therein mentioned, as delegate, for and on behalf of Secretary of Housing and Urban Development, for the uses, purposes and considerations mentioned and set forth.

Witness my hand and notarial seal this 17th day of NOVEMBER - 2005

My Commission Expires: upon death

Howard L. Edwards
Notary Public
51557
HOWARD L. EDWARDS

I hereby certify under penalty of
falseswearing that at least the
legally correct amount of documentary
stamps have been placed on this instrument

Grantee
Grantees
Address

Chris Stapp
1314 W. ...
Jenaboo, Ala 36021

DEED BOOK 711 PAGE 346 - 347
DATE 11/21/2005
TIME 12:24:11 PM
RECORDED IN,
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
Maureen ..., D.C.
RECEIPT# 142625

RECORDING LEGEND

PLEASE RECORD IN THE
APPROPRIATE REAL ESTATE RECORDS

GRANTOR

Washington Mutual Bank, FA

GRANTEE

The Secretary of Housing and Urban
Development, his/her successors and/or assigns

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That, Washington Mutual Bank, FA, a corporation organized under and by virtue of the laws of the State of Wisconsin ("Grantor"), by its Asst Vice President and its Att Asst Secretary, duly authorized by proper resolution of its Board of Directors, for the consideration of the sum of Ten Dollars (\$10.00), in hand paid by The Secretary of Housing and Urban Development, his/her successors and/or assigns ("Grantee"), c/o Cityside Management Corporation, 301 Market Street, Suite B, Hammond, LA 70401, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the said Grantee, and unto their successors and/or assigns forever, the following-described lands, situated in Craighead County, Arkansas, to wit:

Lot 10 in Block "C" of Fairview Acres Subdivision in the City of Jonesboro, Arkansas, as shown by Plat of record in Book 123 at Page 126, subject to Bill of Assurance of record in Book 149 at page 98, and easements shown on recorded plat.

More commonly known as: 3103 Fairview, Jonesboro, Arkansas 72401

Tax Parcel No.: 01-144281-18500

TO HAVE AND TO HOLD the same unto the said Grantee, and unto its successors and assigns, forever with all appurtenances thereunto belonging. And Washington Mutual Bank, FA hereby covenants with the said Grantee that it will forever warrant and defend the title to said lands against any and all claims and encumbrances done or suffered by it, but against none other.

IN TESTIMONY WHEREOF, the name of Washington Mutual Bank, FA is hereunto affixed by its Asst. Vice President and its Att Asst. Secretary, this 26 day of September, 2005.

Washington Mutual Bank, FA

By: *John G. Marita*
JOHN G. MARITA
Title: ASST VICE PRESIDENT

ATTEST:

By: *Dean*
DEAN LAROCHA
Title: ATT ASST SECRETARY

ACKNOWLEDGMENT

STATE OF WISCONSIN

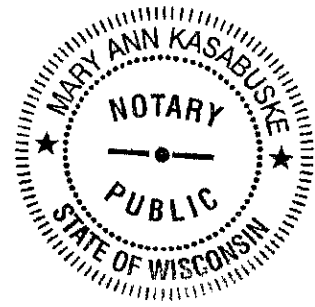
COUNTY OF MILWAUKEE

Before me, the undersigned notary public of the state and county aforesaid, personally appeared *John Marita* and *Dean Larocha*, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such persons to be the president (or other such officers authorized to execute the instrument) of Washington Mutual Bank, FA, the within-named bargainer, a corporation, and that such officers executed the foregoing instrument for the purposes therein contained by personally signing the name of the corporation.

Witness my hand and seal at office in Wisconsin this 26 day of September, 2005.

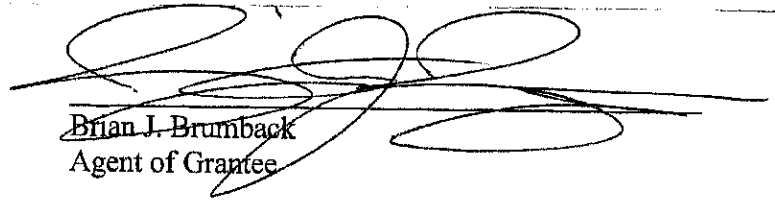
Mary Ann Kasabuske
Notary Public MARY ANN KASABUSKE

My Commission Expires: 10/22/06



CERTIFICATE OF COMPLIANCE

I certify under penalty of false swearing that this deed is exempt from the requirement of purchase of documentary stamps pursuant to Ark. Code Ann. §26-60-102.


Brian J. Brumback
Agent of Grantee


Grantee's Address:

Secretary of Housing and Urban Development
c/o Cityside Management Corporation
301 Market Street, Suite B
Hammond, LA 70401

Tax Parcel No. 01-144281-18500

Loan No. xxxxxx6405
FHA No. 031-2920790
DEEDSpecialWarrantyHUDAR_jwinkler_050606_942

This Instrument Prepared By:
Robert M. Wilson, Jr.
WILSON & ASSOCIATES, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
(501) 219-9388

DEED BOOK 707 PAGE 624 - 626
DATE 09/30/2005
TIME 11:16:40 AM
RECORDED IN,
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
, D.C.
RECEIPT# 140744

RECORDING LEGEND

PLEASE RECORD IN THE
APPROPRIATE REAL ESTATE RECORDS

GRANTOR(s)

Marshall Lynn Riley and Brenda Riley

GRANTEE(s)

Washington Mutual Bank, FA

MORTGAGEE'S DEED

WHEREAS, on March 1, 2002, Marshall Lynn Riley, and Brenda Riley executed and delivered to MidSouth Bank D/B/A Midsouth Bank Mortgage a mortgage, recorded March 6, 2002, at Book 900, Page 19 in the real estate records of Craighead County, Arkansas, whereby, for the purpose of securing the payment of certain indebtedness set out in said mortgage, they did grant, sell, and convey to the said mortgagee the following-described property, situated, lying, and being in the County of Craighead, State of Arkansas:

Lot 10 in Block "C" of Fairview Acres Subdivision in the City of Jonesboro, Arkansas, as shown by Plat of record in Book 123 at Page 126, subject to Bill of Assurance of record in Book 149 at page 98, and easements shown on recorded plat.

Commonly known as: 3103 Fairview Drive, Jonesboro, Arkansas 72401-6317

AND, WHEREAS, default has been made in the payment of said indebtedness and Washington Mutual Bank, FA, as holder of said indebtedness, has since said default elected to sell said property in accordance with the provisions of Ark. Code Ann. §18-50-101, *et seq.*, as amended (the "Act") for the purpose of paying said indebtedness;

AND, WHEREAS, Wilson & Associates, P.L.L.C. was appointed by Washington Mutual Bank, FA, pursuant to Act 983 of 1999 as its attorney-in-fact to sell said property pursuant to the Act;

AND, WHEREAS, notice of the time, place, and terms of such sale, as prescribed by the terms of the Act, was given by mailing of the requisite Mortgagee's Notice of Default and Intention to Sell within thirty (30) days of the recording of said Notice, said Notice being published in a local newspaper of general circulation in Craighead County four (4) times for four consecutive weeks, with the last publication being no more than seven (7) days prior to the sale, and by posting notice of such sale, pursuant to Act 983 of 1999, by a third-party posting provider, at the place in the courthouse for Craighead County, Arkansas where notices of judicial sales are customarily posted;

AND, WHEREAS, pursuant to the provisions of said Act, Washington Mutual Bank, FA, by its attorney-in-fact, Wilson & Associates, P.L.L.C., proceeded to sell said property at public auction, at the Craighead County Courthouse, on or about August 22, 2005 at 11:00 A.M.;

AND, WHEREAS, at the time and place aforesaid, such sale was conducted pursuant to Act 983 of 1999 by a third-party auctioneer and said property was sold to Washington Mutual Bank, FA for the price and sum of \$78,502.79, it being the best and highest bid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Washington Mutual Bank, FA, by its attorney-in-fact, Wilson & Associates, P.L.L.C., by virtue of the powers granted by the Act, and in consideration of the foregoing premises and of the sum of \$78,502.79, paid by the said Washington Mutual Bank, FA, the receipt whereof is hereby acknowledged (which said sum of money has been applied according to the directions of the Act), does GRANT, SELL, AND CONVEY unto the said Washington Mutual Bank, FA and its successors and assigns forever the following-described property, situated in the County of Craighead, State of Arkansas, to-wit:

Lot 10 in Block "C" of Fairview Acres Subdivision in the City of Jonesboro, Arkansas, as shown by Plat of record in Book 123 at Page 126, subject to Bill of Assurance of record in Book 149 at page 98, and easements shown on recorded plat.

Commonly known as: 3103 Fairview Drive, Jonesboro, Arkansas 72401-6317

Tax Parcel No.: 01-144281-18500

TO HAVE AND TO HOLD the said property, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Washington Mutual Bank, FA, its successors, and assigns forever. And for and on behalf of the said Grantor(s) of said mortgage, and their heirs, executors, administrators, and assigns, the undersigned does hereby bind the said Marshall Lynn Riley, and Brenda Riley, their heirs, executors, administrators, and assigns to warrant and forever defend, all and singular, said premises, unto the said Washington Mutual Bank, FA, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED on this 20 day of Aug, 2005.

Washington Mutual Bank, FA, by its attorney-in-fact,
Wilson & Associates, P.L.L.C.

By: Brian J. Brumback
Brian J. Brumback 2002135
Director

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

Before me, the undersigned notary public of the state and county aforesaid, personally appeared Brian J. Brumback, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Director (or other such officer authorized to execute the instrument) of Wilson & Associates, P.L.L.C., attorney-in-fact for Washington Mutual Bank, FA, and that such officer executed the foregoing instrument for the purposes therein contained by personally signing his name thereto.

Witness my hand and seal at office in Little Rock, Arkansas this 26 day of Aug, 2005.
Lena M. Nagle
Notary Public

My Commission Expires: Lena M. Nagle
NOTARY PUBLIC
Pulaski County, Arkansas
My Commission Exp. 8-10-2011

CERTIFICATE OF COMPLIANCE

I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument.

Brian J. Brumback
Brian J. Brumback
Agent of Grantee
1521 Merrill Drive, Suite D-220
Little Rock, AR 72211

Grantee's Address:
Washington Mutual Home Loans, Inc.
11200 West Parkland Avenue
P.O. Box 1169
Milwaukee, WI 53224
ATTENTION: Jennifer Benske

Tax Parcel No. 01-144281-18500
Loan No. xxxxxx6405
FHA No. 031-2920790

This Instrument Prepared By:
Robert M. Wilson, Jr.
WILSON & ASSOCIATES, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
(501) 219-9388

DEED BOOK 705 PAGE 224 - 226
DATE 08/30/2005
TIME 09:31:25 AM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
Maura Ham, D.C.
RECEIPT# 139521



**LENDERS TITLE
C O M P A N Y**

Lenders Title Company
2307 Fowler Avenue 325
Jonesboro, Arkansas 72401

22-31053J

22-31053J

Revenue Stamps = \$

WARRANTY DEED

We, Cecil W. French and Melva French

husband and wife, for and in consideration of the sum of Ten and 00/100*****

***** Dollars \$ (\$10.00)***** and

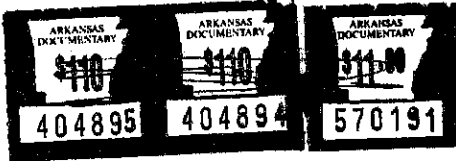
other valuable consideration to us in hand paid by Marshall Lynn Riley

_____, hereafter called Grantee _____, the receipt of which is hereby acknowledged,

do hereby grant, bargain, sell and convey unto Grantee _____, and unto his heirs and assigns forever,

the following lands in Craighead County, Arkansas:

Lot 10 in Block "C" of Fairview Acres Subdivision in the City of Jonesboro, Arkansas, as shown by Plat of record in Book 123 at page 126, subject to Bill of Assurance of record in Book 149 at page 98, and easements shown on recorded plat.



Subject to existing easements, building lines, restrictions and assessments of record, if any.

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument. If none shown, exempt or no consideration paid

Grantee or Agent Marshall Lynn Riley *Marshall Lynn Riley*

Grantee's Address 3103 Fairview, Jonesboro, Arkansas 72401

TO HAVE AND TO HOLD the same unto Grantee _____ and unto his heirs and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with Grantee _____ that we will forever warrant and defend the title to said lands against all claims whatever.

And we, Cecil W. French and Melva French

for the consideration recited herein, do hereby release and relinquish unto the said Grantee _____ and unto his heirs and assigns, all of our right of dower, curtesy and homestead in and to said lands.

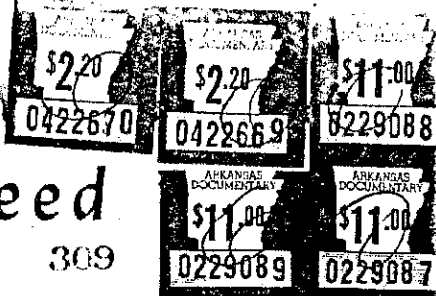
WITNESS our hands and seals this 1st day of

March, 20 02.

Cecil W. French
Cecil W. French

Melva French
Melva French

A



Warranty Deed

Know All Men By These Presents:

309

THAT I, Ruby Norris, a married woman, owning and conveying in my
own right,

for and in consideration of the sum of TEN AND NO/100
(\$10.00)-----DOLLARS

and other good and valuable considerations to me in hand paid by
Cecil W. French and Melva French, his wife, as tenants by the
entirety, the receipt of which is hereby acknowledged,

do hereby grant, bargain, sell and convey unto the said Cecil W. French and Melva French,
his wife, as tenants by the entirety,

and unto their heirs and assigns forever, the following lands lying in the County of Craighead and State of
Arkansas, to-wit:

Lot 10 in Block "C" of Fairview Acres Subdivision in the City of
Jonesboro, Arkansas, as shown by Plat of record in Book 123 at Page
126, Subject to Bill of Assurance of record in Book 149 at Page
98, and easements shown on recorded Plat.

To have and to hold the same unto the said Cecil W. French and Melva French, his
wife, as tenants by the entirety,

and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And ~~xx~~ I hereby covenant with said Cecil W. French and Melva French, his wife,
as tenants by the entirety,

that ~~xx~~ I will forever warrant and defend the title to the said lands against all claims whatever.

WITNESS my hand and seal on this 7 day of January, 19 80

Ruby I. Norris (L. S.)
Ruby Norris
_____, (L. S.)



INVOICE

Invoice #: 313935
Invoice Date: 2/8/2022
File Number: 22-081139-300

To:
City of Jonesboro - Code Enforcement
Attention: Michael Tyner
410 W. Washington
Jonesboro, AR 72401

From:
Lenders Title Company
Kristin McLaughlin
2207 Fowler Avenue
Jonesboro, AR 72401
870-935-7410

In Re: **Oscar Ramirez - 3103 Fairview, Jonesboro, AR 72401**

Description	Amount	Total
Title Search	\$150.00	\$150.00
30 year search on Tax Parcel: 01-144281-18500	Total	\$150.00

Thank you for your business!

Please Remit To:
Lenders Title Company
2207 Fowler Avenue
Jonesboro, AR 72401
870-935-7410



2207 Fowler Avenue
Jonesboro, Arkansas 72401
Phone: 870-935-7410
FAX: 870-933-7222

LIMITED TITLE SEARCH

Date: February 8, 2022
Prepared For: Michael Tyner, Code Enforcement for City of Jonesboro, Arkansas
File Number: 22-081139-300

Lenders Title Company hereby certifies that the records of the Circuit Clerk of Craighead County, Arkansas have been examined as to the following described property from January 1, 1980 at 07:30 a.m. to January 24, 2022 at 07:30 a.m.:

Lot 10 in Block "C" of Fairview Acres Subdivision to the City of Jonesboro, Arkansas, as shown by plat of record in Deed Record 123 page 126, and subject to easements as shown on recorded plat.

The following instruments were found of record during the aforementioned period which affect the above described property:

OPEN MORTGAGES/LIENS: NONE.

DEED CHAIN:

WARRANTY DEED from Saving Grace Rentals, LLC to Oscar Ramirez, a married person, dated May 24, 2021, filed May 25, 2021 in Instrument No. 2021R-012588 in the records of Jonesboro, Craighead County, Arkansas.

WARRANTY DEED from Lois Staggs, Trustee of the Lois Staggs Revocable Trust dated February 26, 2008 to Saving Grace Rentals, LLC, dated September 3, 2020, filed September 9, 2020 in Instrument No. 2020R-020607 in the records of Jonesboro, Craighead County, Arkansas.

WARRANTY DEED from Lois Staggs, a single person, to Lois Staggs, Trustee of the Lois Staggs Revocable Trust dated February 26, 2008, dated February 26, 2008, filed February 27, 2008 in Deed Book 768 Page 423 in the records of Jonesboro, Craighead County, Arkansas.

WARRANTY DEED from Alphonso Jackson, Secretary of Housing and Urban Development of Washington, D.C., to Lois Staggs, a single person, dated November 17, 2005, filed November 21, 2005 in Deed Book 711 Page 346 in the records of Jonesboro, Craighead County, Arkansas.

SPECIAL WARRANTY DEED from Washington Mutual Bank, FA, to Secretary of Housing and Urban Development, dated September 26, 2005, filed September 30, 2005 in Deed Book 707

Page 624 in the records of Jonesboro, Craighead County, Arkansas.

MORTGAGEE'S DEED from Marshall Lynn Riley and Brenda Riley via mortgage with MidSouth Bank D/B/A Midsouth Bank Mortgage to Washington Mutual Bank, FA, dated September 26, 2005, filed September 30, 2005 in Deed Book 705 Page 224 in the records of Jonesboro, Craighead County, Arkansas.

WARRANTY DEED from Cecil W. French and Melva French to Marshall Lynn Riley, dated March 1, 2002, filed March 6, 2002 in Deed Book 622 Page 325 in the records of Jonesboro, Craighead County, Arkansas.

WARRANTY DEED from Ruby Morris, a married woman, to Cecil W. French and Melva French, his wife, dated January 7, 1980, filed January 8, 1980 in Deed Book 277 Page 309 in the records of Jonesboro, Craighead County, Arkansas.

Judgments have been checked on Oscar Ramirez, Leon Ramirez during the aforementioned period, and the following were found:

NONE

This Limited Title Search is intended for the exclusive use of the addressee for informational purposes only. Lenders Title Company is not expressing or attempting to express an opinion as to the validity of the title to the above described property nor as to the validity of any encumbrances, both recorded and unrecorded, that pertain to the above described property. While Lenders Title Company believes that the information stated above is accurate, no assurances are made nor is any liability assumed by Lenders Title Company for any incorrect information stated herein or omitted herefrom. For assurances as to the title to the above described property, addressee should obtain a title insurance policy.

Sincerely,

Lenders Title Company



By: Kristin Paige McLaughlin

Arkansas Insurance Department
Contact Information:

Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, AR 72202
(800) 852-5494
(501) 371-2640

FACTS**WHAT DOES Lenders Title Company DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and credit history • transaction history and mortgage rates and payments • purchase history and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Lenders Title Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Lenders Title Company Can you limit this sharing? share?	
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No

Questions?	Call 501-225-3519 or go to www.lenderstitlegroup.com
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Who we are

Who is providing this notice?

Lenders Title Company

What we do

How does Lenders Title Company protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Lenders Title Company collect my personal information?

We collect your personal information, for example, when you

- provide account information or give us your contact information
- pay us by check or make a wire transfer
- show us your government-issued ID

We also collect personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies such as our bank, mortgage companies, insurance companies, and securities brokerages.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *We do not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonfinancial financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies such as credit card issuers to inform you about their products and/or services.*

Other important information

State laws and individual companies may give you additional rights to limit sharing. Please consult your state laws regarding information sharing.

RAMIREZ OSCAR LEONEL

3103 FAIRVIEW
JONESBORO, AR



Basic

Land

Sales

Valuation

Taxes

Receipts

Improvements

Parcel Boundary

Basic Info

Parcel Number:	01-144281-18500
County Name:	Craighead County
Property Address:	RAMIREZ OSCAR LEONEL 3103 FAIRVIEW JONESBORO, AR Map This Address
Mailing Address:	RAMIREZ OSCAR LEONEL 2908 Planters Dr JONESBORO AR 72404-9310
Collector's Mailing Address	RAMIREZ OSCAR LEONEL 2908 Planters Dr JONESBORO, AR 72404-9310
Total Acres:	0.00
Timber Acres:	0.00
Sec-Twp-Rng:	28-14-04
Lot/Block:	10/C
Subdivision:	FAIRVIEW ACRES
Legal Description:	FAIRVIEW ACRES JBORO CITY
School District:	J JB JONESBORO CITY
Improvement Districts:	DRAINAGE DISTRICT 20
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No









City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-22:048

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Safety Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO CONDEMN PROPERTY LOCATED AT: 5523 E. Nettleton, Parcel: 01-144351-00800. OWNER: Paul Wise

LEGAL DESCRIPTION: A part of the Southeast Quarter of the Northeast Quarter of Section 35, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows: Begin at the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 35, thence East 10 feet to the point of beginning; thence North 448 feet to the Southernmost right of way line of U.S. Highway No. 63; thence South 44° East 161.33 feet; thence South 347 feet; thence West 111.67 feet to the point of beginning, containing 1 acre, more or less.

WHEREAS, the above property has been inspected and has been determined unsuited for human habitation.

WHEREAS, all of the stipulations have been met in the condemnation process to proceed with the condemnation of this property.


NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT: The city should proceed with the condemnation of the property located at: 5523 E. Nettleton, Jonesboro, AR 72401.



DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT


RESIDENTIAL BUILDING INSPECTION REPORT

DATE OF INSPECTION:	11-4-21					
PROPERTY ADDRESS:	5523 E. NETTLETON					
PROPERTY OWNER:	PAUL AND DEBBIE WISE					
OCCUPIED:	YES	NO	X			
BUILDING ELEMENT	1 thru 5 CONDITION					NOTES & COMMENTS
	VERY POOR				VERY GOOD	
Foundation Type: Piers Solid Slab			3			NEEDS REPAIRS DUE TO WATER DAMAGE
Front Porch Type: Wood Concrete				4		CONCRETE STEPS IN FAIR SHAPE
Exterior Doors and Windows Type: Wood Vinyl Aluminum		2				MOST ARE BROKEN OR MISSING, THEY ARE NOT SECURE AND NEED REPAIRED OR REPLACED
Roof Underlay Type: OSB/ Plywood 1x6 metal			3			WOOD AND NEEDS REPAIRS IN SEVERAL AREAS
Roof Surface Type: Metal 3-Tab Shingles Dimensional Shingles			3			3-TAB SHINGLES NEED REPAIRS IN SEVERAL AREAS
Chimney						N/A
Siding Type: Wood Lap Vinyl Masonite Aluminum			3			VINYL SIDING IN FAIR SHAPE
Fascia and Trim Type Wood Vinyl Coil			3			WRAPPED FASCIA AND TRIM IN FAIR SHAPE
Interior Doors Type: Hollow Wood Solid Wood		2				ALL DAMAGED OR REMOVED, NEEDS REPAIRED OR REPLACED


Interior Walls Type Wood Frame Metal Frame Sheetrock Stucco		2				WOOD FRAMED WALLS NEED REPAIRS THROUGHOUT , SHEETROCK AND PANELING DAMAGED AND NEEDS REPAIRS
Ceilings Type: Sheetrock Stucco Ceiling Tile		2				SHEETROCK CEILINGS DAMAGED DUE TO WATER DAMAGE FROM BAD ROOF, NEEDS REPAIRED OR REPLACED
Flooring Underlay Type: 1x6 center match OSB Plywood			3			WOOD UNDERLAY OF SOME TYPE SEEMS TO BE IN FAIR SHAPE
Flooring Surfaces Type: Carpet Linoleum Hard Wood Vinyl			3			MIXED FLOOR COVERING IN BAD SHAPE AND NEEDS TO BE REPAIRED OR REPLACED
Electrical	1					NOT TO CODE
Heating	1					NOT TO CODE
Plumbing	1					NOT TO CODE
In my opinion, this structure		is	<input checked="" type="checkbox"/>	is not		Suitable for human habitation.
In my opinion this structure		is	<input checked="" type="checkbox"/>	is not		Physically feasible for rehabilitation.
In my opinion, this structure		is	<input checked="" type="checkbox"/>	is not		Economically feasible for rehabilitation.
In my opinion, this structure	<input checked="" type="checkbox"/>	is		is not		A public safety hazard and should be condemned immediately.
EMERGENCY ACTION IS WARRANTED: YES <input checked="" type="checkbox"/> NO						
HOUSE WAS NOT SECURED AT TIME OF INSPECTION						
Tim Renshaw, Chief Building Inspector						Other Signature
						
Municipal Building, 300 South Church Jonesboro, Ar./ Phone 870-336-7194/ Fax 870-336-1358						

WISE PAUL AND DEBBIE

5523 E NETTLETON
JONESBORO, AR 72401

<u>Basic</u>	<u>Land</u>	<u>Sales</u>	<u>Valuation</u>	<u>Taxes</u>	<u>Receipts</u>	<u>Improvements</u>	<u>Parcel Boundary</u> 
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Basic Info

Parcel Number:	01-144351-00800
County Name:	Craighead County
Property Address:	WISE PAUL AND DEBBIE 5523 E NETTLETON JONESBORO, AR 72401 Map This Address
Mailing Address:	WISE PAUL 609 ELIZABETH LN JONESBORO AR 72401-8436
Collector's Mailing Address 	WISE PAUL 609 ELIZABETH LN JONESBORO, AR 72401-8436
Total Acres:	1.00
Timber Acres:	0.00
Sec-Twp-Rng:	35-14-04
Lot/Block:	/
Subdivision:	
Legal Description:	PT SE NE
School District:	NE JB NETTLETON CITY
Improvement Districts:	DRAINAGE DISTRICT 20
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No

Property Detail

Craighead County Personal Property & Real Estate Tax Records

Property Information	
Parcel #:	01-144351-00800
Tax Year/ Book:	2020 Delinquent
Legal:	PT SE NE
Property Type:	Real Estate
Owner:	WISE PAUL AND DEBBIE
Tax Payer:	WISE PAUL 609 ELIZABETH LN JONESBORO, AR 72401-8436
Site Address:	5523 E NETTLETON
Subdivision:	
Lot Block:	
S-T-R:	35-14-04
Acres:	1
Tax Status:	Non-Exempt

2020 Tax Information							
Tax Type	Tax Description	District	Exempt	Assessed Value	Tax Owed	Tax Paid	Balance
AV	Ad Valorem	NE JB	Non-Exempt	\$3,500.00	\$168.18	-\$168.18	\$0.00
COST	Advertising Cost	NE JB	Non-Exempt	\$3,500.00	\$3.00	-\$3.00	\$0.00
FEE1	Delq Fee 1	20	Non-Exempt	\$0.95	\$1.10	-\$1.10	\$0.00
ID	Improvement District	20	Non-Exempt	\$0.95	\$0.95	-\$0.95	\$0.00
INT	Interest	NE JB	Non-Exempt	\$3,500.00	\$3.41	-\$3.41	\$0.00
PEN	Penalty	20	Non-Exempt	\$0.95	\$0.10	-\$0.10	\$0.00
PEN	Penalty	NE JB	Non-Exempt	\$3,500.00	\$16.82	-\$16.82	\$0.00

Related Items

Parcel	Year	Owner	Site Address
<u>01-144114-03200</u>	2020	WISE PAUL	609 ELIZABETH LN
<u>01-144114-03200</u>	2020	WISE PAUL	609 ELIZABETH LN

Receipts

Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
<u>1012514</u>	Delinquent	2020	12/28/2021	\$193.56	\$0.00	\$0.00	\$193.56
<u>1010029</u>	Delinquent	2019	11/20/2020	\$191.81	\$0.00	\$0.00	\$191.81
<u>16189</u>	Current	2018	7/2/2019	\$438.42	\$0.00	\$0.00	\$438.42
<u>14639</u>	Current	2017	6/20/2018	\$547.55	\$0.00	\$0.00	\$547.55
<u>1003827</u>	Delinquent	2016	6/20/2018	\$370.74	\$0.00	\$0.00	\$370.74

Historical Receipts

Receipt #	Tax Year	Date Paid	Tax Owed	Tax Paid	Balance
<u>10493</u>	2015	4/28/2016	\$314.04	\$314.04	\$0.00
<u>15240</u>	2014	4/23/2015	\$299.16	\$299.16	\$0.00
<u>5924</u>	2013	4/23/2014	\$271.28	\$271.28	\$0.00
<u>5328</u>	2012	4/18/2013	\$243.41	\$243.41	\$0.00
<u>10707</u>	2011	4/27/2012	\$165.61	\$165.61	\$0.00

QUITCLAIM DEED 40361**KNOW ALL MEN BY THESE PRESENTS:**

THAT I, DEBBIE WISE, wife of Paul Wise, GRANTOR, for and in consideration of the sum of Ten and No Hundredths Dollars (\$10.00), in hand paid by PAUL WISE, GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, convey, sell and quitclaim unto the said GRANTEE, and unto his heirs and assigns forever, all my right, title, interest and claim in and to the following lands lying in Craighead County, Arkansas, to-wit:

A part of the Southeast Quarter of the Northeast Quarter of Section 35, Township 14 North, Range 4 East, more particularly described as follows: Begin at the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 35, thence East 10 feet to the point of beginning; thence North 448 feet to the Southermost right of way line of U. S. Highway No. 63; thence South 44° East 161.33 feet; thence South 347 feet; thence West 111.67 feet to the point of beginning, containing 1 acre, more or less.

To have and to hold the same unto the said GRANTEE, and unto his heirs and assigns forever, with all appurtenances thereunto belonging.

And I, DEBBIE WISE, for and in consideration of the said sum of money, do hereby release and relinquish unto the said GRANTEE all my right and possibility of dower, curtesy and homestead in and to the said lands.

WITNESS my hand and seal on this 19 day of July, 1993.

Grantee Address:
502 W. Cherry
Jonesboro, AR

Debbie Wise
DEBBIE WISE

Easement #2
WR#9666
17.15'

Southwestern Bell Telephone

Paul Wise
5523 E. Nettleton DEED Book 520 Pg. 63361.74
Jonesboro, AR 72402 (7-82)

EASEMENT FOR UNDERGROUND FACILITIES

10-7-96

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of one hundred and 00/100 Dollars (\$100.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns a permanent easement to construct, operate, maintain, inspect, replace and remove such underground telecommunication systems and lines, and all appurtenances thereto, as may be required by Grantee from time to time, upon, over and under a strip of land 10 feet in width, across Grantors' land situated in Craighead County, and described as follows:

A communications easement across a tract of land as recorded in Book 444 Page 280, In the office of the Craighead County Circuit Clerk, Jonesboro, Arkansas, lying in the NE 1/4 of Section 35, Township 14N, Range 4E, being more particularly described as:

Easement to begin at the southernmost right-of-way of Arkansas Highway 463, 43.85 feet southeast of the northwest corner of property; thence run southwest 17.15 feet to an iron pin, in Section 35, Township 14N, Range 4E, Craighead County, Arkansas.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto Grantee, its successors assigns, until the use of the easement is relinquished or abandoned, including (1) the right of ingress and egress to and from the easement by reasonable routes across Grantors' property, (2) the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the easement, (3) the right to place on the surface of the easement manholes, cable risers, connector terminals, repeaters, testing terminals and route markers, and (4) the right to install temporary or permanent gates in fences crossing the easement.

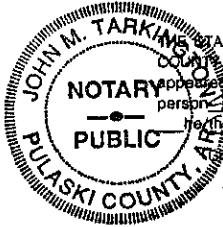
Grantee, its successors and assigns shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work. Further, Grantors reserve the right to use and enjoy their interests in the easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said systems and lines; and included in this reservation is the right of ordinary cultivation of crops.

Grantors warrant that they are the owners of the land here conveyed, they have no knowledge of environmental hazards affecting the land, except those disclosed to Grantee, and they have the right to make this conveyance and receive the payment therefor, and Grantors covenant that Grantee, its successors assigns, and licensees, may quietly enjoy the premises for the uses herein stated. Grantor agrees to hold Grantee harmless for liability arising from undisclosed environmental hazards.

Signed and executed this 26TH day of SEPTEMBER, 1996
Paul Wise 431-39-8156
Paul Wise Soc. Sec. #
Barbara D. Wise

Witness: [Signature]

ACKNOWLEDGEMENT



STATE OF AR
COUNTY OF Craighead
BEFORE ME, the undersigned authority, on this day personally Paul & Barbara D. Wise, known to me to be the persons whose names is/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for purposes and considerations therein expressed.

Given under my hand and seal of office this the 26 day of Sept, A.D. 1996

[Signature]
Notary Public in and for Pulaski County, State of AR
My Commission Expires 4-15-2003

90106

ACKNOWLEDGEMENT

THE STATE OF _____
COUNTY OF _____ BEFORE ME, the undersigned authority, on this day personally
appeared _____, known to me to be the
person whose name is/are subscribed to the foregoing instrument and acknowledged to me that
he/they executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A.D. 19__.

Notary Public in and for _____ County, State of _____
My Commission Expires _____

THE STATE OF _____
COUNTY OF _____ BEFORE ME, the undersigned authority, on this day personally
appeared _____, known to me to be the
person whose name is/are subscribed to the foregoing instrument and acknowledged to me that
he/they executed the same for purposes and considerations therein expressed.

Given under my hand and seal of office this the _____ day of _____, A.D. 19__.

Notary Public in and for _____ County, State of _____
My Commission Expires _____

CORPORATION ACKNOWLEDGEMENT

THE STATE OF _____
COUNTY OF _____ BEFORE ME, the undersigned authority, on this day personally
appeared _____ known to me to be the person whose name is subscribed to the
foregoing instrument, as _____ of _____
a corporation, and acknowledged to me that he executed the same for the purposes and consideration
therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the _____ day of _____, A.D. 19__.

Notary Public in and for _____ County, State of _____
My Commission Expires _____

DEED Book 520 Page 174 - 175
Date : 10-25-1996
Time : 10:39:06 A.M.
Filed & Recorded in
Official Records
of CRAIGHEAD County, AR.
PAT FLEETWOOD
CIRCUIT CLERK

Shanna Vickers
D.C.

Easement #1
WR#9666
15'x15'

Southwestern Bell Telephone

Paul Wise
5523 E. Nettleton
Jonesboro, AR 72402

DEED Book 520 Pg. 172
(7-92)

EASEMENT FOR EQUIPMENT STATION

10-7-96

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of seven hundred fifty and 00/100 Dollars (\$750.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns, a permanent right and easement to construct, operate, maintain, reconstruct, enlarge, fence and remove a communications equipment station upon the following described land, situated in Craighead County, State of Arkansas and described as follows:

A piece of property fifteen (15) feet by fifteen (15) feet on a tract of land lying in the SE 1/4 of the NE 1/4 of Section 35, Township 14N, Range 4E, as recorded in Book 444, Page 280, in the office of the Craighead County Circuit Court, Jonesboro, Arkansas, being more particularly described as:

Easement to begin 43.85 feet southeast of the northwest corner of property and 17.15 feet southwest of right-of-way of Arkansas Highway 463; thence run southeast 15 feet; thence southwest 15 feet; thence northwest 15 feet; thence northeast 15 feet to point of beginning, in Section 35, Township 14N, Range 4E, Craighead County, Arkansas.

GRANTEE TO REROUTE FENCE ON GRANTOR'S PROPERTY.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto Grantee, its successors and assigns forever, including (1) the right to connect said station with the Grantee's communications systems by means of aerial and underground cables, wires and antennas, (2) the right to enclose said land with a fence, (3) the right of ingress and egress to and from said station, (4) the right to construct, operate and maintain, or license other to do so, service lines for electric power and telephone and (5) to clear and keep cleared all trees, overhanging branches, roots, brush and other obstructions from said land.

Grantors covenant that they and their heirs, successors, administrators and assigns, shall and will WARRANT AND DEFEND the title to the premises unto the said Grantee, and to its successors and assigns forever against the lawful claims of all persons whomsoever; and further that the Grantee, its successors and assigns, may quietly enjoy the premises for the uses herein stated. Grantors warrant that they have no knowledge of environmental hazards affecting the land, except those disclosed to Grantee. Grantors agree to hold Grantee harmless for liability arising from undisclosed environmental hazards.

Signed and executed this 26TH day of SEPTEMBER, 1996

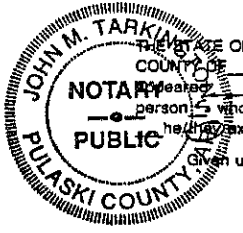
Paul Wise
Paul Wise
Barbara D. Wise
Barbara D. Wise
431-39-8156
Soc. Sec. #

Witness: [Signature]

(Corporate Seal)

ATTEST: _____ Secretary By _____ President

ACKNOWLEDGEMENT



BEFORE ME, the undersigned authority, on this day personally appeared Paul & Barbara D. Wise, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for purposes and considerations therein expressed.

Given under my hand and seal of office this the 26 day of Sept, A.D. 1996

John M. Tarkenton
Notary Public in and for Pulaski County, State of AR
My Commission Expires 4-15-2003

90106

ACKNOWLEDGEMENT

THE STATE OF _____
COUNTY OF _____ BEFORE ME, the undersigned authority, on this day personally
appeared _____, known to me to be the
person whose name is/are subscribed to the foregoing instrument and acknowledged to me that
he/they executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A.D. 19____.

Notary Public in and for _____ County, State of _____
My Commission Expires _____

THE STATE OF _____
COUNTY OF _____ BEFORE ME, the undersigned authority, on this day personally
appeared _____, known to me to be the
person whose name is/are subscribed to the foregoing instrument and acknowledged to me that
he/they executed the same for purposes and considerations therein expressed.

Given under my hand and seal of office this the _____ day of _____, A.D. 19____.

Notary Public in and for _____ County, State of _____
My Commission Expires _____

CORPORATION ACKNOWLEDGEMENT

THE STATE OF _____
COUNTY OF _____ BEFORE ME, the undersigned authority, on this day personally
appeared _____ known to me to be the person whose name is subscribed to the
foregoing instrument, as _____ of _____
a corporation, and acknowledged to me that he executed the same for the purposes and consideration
therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the _____ day of _____, A.D. 19____.

Notary Public in and for _____ County, State of _____
My Commission Expires _____

DEED Book 520 Page 172 - 173
Date : 10-25-1996
Time : 10:39:07 A.M.
Filed & Recorded in
Official Records
of CRAIGHEAD County, AR.
PAT FLEETWOOD
CIRCUIT CLERK

Shanna Vickers D.C.

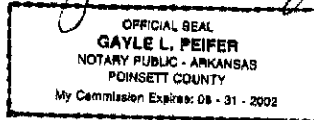
ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, DEBBIE WISE, to me well known as the person signing the foregoing instrument, and stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

Gayle L. Peifer
Notary Public

My Commission Expires:
8-31-2002



SEAL

Real property transfer tax does not apply due to instrument being given as a division of marital property.

[Signature]
Grantee/Agent for Grantee

THIS DOCUMENT PREPARED BY:
JOHN W. BEASON

RECORDED
Deed
BOOK *444* PAGE *280-281*
93 JL 19 P 1:33.6
CRAIGHEAD COUNTY
PAT FLEETWOOD, CLERK
BY *Shannon Vickers*

This instrument prepared by Lepoe Wise.

The following is the summary of the instrument.

Warranty Deed

(WITH RELINQUISHMENT OF DOWER & CURTESY)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Lepoe Wise and Mary Lou Wise, his wife,
for and in consideration of the sum of (\$10.00)
(TEN AND NO/100) DOLLARS

and other good and valuable considerations to us in hand paid Paul Wise and Debbie Wise, his wife, as tenants by the entirety, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Paul Wise and Debbie Wise, his wife, as tenants by the entirety, Grantees and unto their heirs and assigns forever, the following lands lying in the County of Craighead and State of Arkansas, to-wit:

A part of the Southeast Quarter of the Northeast Quarter of Section 35, Township 14 North, Range 4 East, more particularly described as follows: Begin at the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 35, thence East 10 feet to the point of beginning; thence North 448 feet to the Southernmost right of way line of U. S. Highway No. 63; thence South 44° East 161.33 feet; thence South 347 feet; thence West 111.67 feet to the point of beginning, containing 1 acre, more or less.

To have and to hold the same unto the said Grantees and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said Grantees that we will forever warrant and defend the title to the said lands against all claims whatever.

And we, Lepoe Wise and Mary Lou Wise, his wife, for and in consideration of the said sum of money, do hereby release and relinquish unto the said Grantees our rights of dower, curtesy and possibility of Homestead in and to said lands.

WITNESS our hands and seals on this 14th day of September, 19 90.
Lepoe Wise, (L.S.) Mary Lou Wise, (L.S.)
Lepoe Wise *Mary Lou Wise*

ACKNOWLEDGMENT

STATE OF ARKANSAS }
COUNTY OF CRAIGHEAD } SS

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting Lepoe Wise and Mary Lou Wise, his wife,

to me well known as the grantors in the foregoing Deed, and stated that they had executed the same for the consideration and purpose therein mentioned and set forth.

And on the same day also voluntarily appeared before me each of the said grantors separately, and each grantor in the absence of such grantor's spouse declared that he or she had, of his or her own free will, executed said Deed and signed and sealed the relinquishment of dower, curtesy and homestead in the said Deed for the consideration and purposes therein contained and set forth, without compulsion or undue influence of such grantor's spouse.

WITNESS my hand and seal as such Notary Public on this 14 day of September, 19 90.
My Commission Expires: 7-20-93
Evelene Walker Notary Public

CERTIFICATE OF RECORD

STATE OF ARKANSAS }
COUNTY OF CRAIGHEAD } SS
I, Pat Fleetwood, Circuit Clerk and Ex-Officio Recorder

for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 14th day of September, A.D. 19 90, at 4:30 o'clock P m. and the same is now duly recorded, with acknowledgements and certificates thereon in Deed Record DR 396, page 680.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Court this 14th day of September, 19 90.
Pat Fleetwood Shannon Gilbeath
Circuit Clerk and Ex-Officio Recorder D.C.

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Buyer Paul & Debbie Wise Address _____



INVOICE

Invoice #: 313938
Invoice Date: 2/8/2022
File Number: 22-081143-300

To:
 City of Jonesboro - Code Enforcement
Attention: Michael Tyner
 410 W. Washington
 Jonesboro, AR 72401

From:
 Lenders Title Company
 Kristin McLaughlin
 2207 Fowler Avenue
 Jonesboro, AR 72401
 870-935-7410

In Re: **Paul Wise - 5523 E. Nettleton, Jonesboro, AR 72401**

Description	Amount	Total
Title Search	\$150.00	\$150.00
30 year search - Tax Parcel: 01-144351-00800	Total	\$150.00

Thank you for your business!

Please Remit To:
 Lenders Title Company
 2207 Fowler Avenue
 Jonesboro, AR 72401
 870-935-7410



2207 Fowler Avenue
Jonesboro, Arkansas 72401
Phone: 870-935-7410
FAX: 870-933-7222

LIMITED TITLE SEARCH

Date: February 8, 2022
Prepared For: Michael Tyner - Code Enforcement for Jonesboro, Arkansas
File Number: 22-081143-300

Lenders Title Company hereby certifies that the records of the Circuit Clerk of Craighead County, Arkansas have been examined as to the following described property from January 1, 1990 at 07:30 a.m. to January 24, 2022 at 07:30 a.m.:

A part of the Southeast Quarter of the Northeast Quarter of Section 35, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows: Begin at the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 35, thence East 10 feet to the point of beginning; thence North 448 feet to the Southernmost right of way line of U.S. Highway No. 63; thence South 44° East 161.33 feet; thence South 347 feet; thence West 111.67 feet to the point of beginning, containing 1 acre, more or less.

The following instruments were found of record during the aforementioned period which affect the above described property:

OPEN MORTGAGES/LIENS: NONE.

DEED CHAIN/EASEMENTS:

QUITCLAIM DEED from Debbie Wise, wife of Paul Wise to Paul Wise, dated July 19, 1993, filed July 19, 1993 in Deed Book 444 Page 280 in the records of Jonesboro, Craighead County, Arkansas.

EASEMENT FOR UNDERGROUND UTILITIES from Paul Wise and Barbara D. Wise to Southwestern Bell Telephone Company, dated September 26, 1996, filed October 25, 1996 in Deed Book 520 Page 174 in the records of Jonesboro, Craighead County, Arkansas.

EASEMENT FOR EQUIPMENT STATION from Paul Wise and Barbara D. Wise to Southwestern Bell Telephone Company, dated September 26, 1996, filed October 25, 1996 in Deed Book 520 Page 172 in the records of Jonesboro, Craighead County, Arkansas.

WARRANTY DEED from Lepoe Wise and Mary Lou Wise, his wife to Paul Wise and Debbie Wise, his wife, dated September 14, 1990, filed September 14, 1990 in Deed Book 396 Page 680 in the records of Jonesboro, Craighead County, Arkansas.

Judgments have been checked on Paul Wise, Barbara Wise, Debbie Wise during the aforementioned period, and the following were found:

NONE.

This Limited Title Search is intended for the exclusive use of the addressee for informational purposes only. Lenders Title Company is not expressing or attempting to express an opinion as to the validity of the title to the above described property nor as to the validity of any encumbrances, both recorded and unrecorded, that pertain to the above described property. While Lenders Title Company believes that the information stated above is accurate, no assurances are made nor is any liability assumed by Lenders Title Company for any incorrect information stated herein or omitted herefrom. For assurances as to the title to the above described property, addressee should obtain a title insurance policy.

Sincerely,

Lenders Title Company

A handwritten signature in black ink, appearing to read "Kristin Paige McLaughlin". The signature is written in a cursive, flowing style.

By: Kristin Paige McLaughlin

Arkansas Insurance Department
Contact Information:

Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, AR 72202
(800) 852-5494
(501) 371-2640

FACTS**WHAT DOES Lenders Title Company DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and credit history • transaction history and mortgage rates and payments • purchase history and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Lenders Title Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Lenders Title Company Can you limit this sharing? share?	
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No

Questions?	Call 501-225-3519 or go to www.lenderstitlegroup.com
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Who we are

Who is providing this notice?

Lenders Title Company

What we do

How does Lenders Title Company protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Lenders Title Company collect my personal information?

We collect your personal information, for example, when you

- provide account information or give us your contact information
- pay us by check or make a wire transfer
- show us your government-issued ID

We also collect personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies such as our bank, mortgage companies, insurance companies, and securities brokerages.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *We do not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonfinancial financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies such as credit card issuers to inform you about their products and/or services.*

Other important information

State laws and individual companies may give you additional rights to limit sharing. Please consult your state laws regarding information sharing.

WISE PAUL AND DEBBIE

5523 E NETTLETON
JONESBORO, AR 72401



Basic

Land

Sales

Valuation

Taxes

Receipts

Improvements

Parcel Boundary

Basic Info

Parcel Number:	01-144351-00800
County Name:	Craighead County
Property Address:	WISE PAUL AND DEBBIE 5523 E NETTLETON JONESBORO, AR 72401 Map This Address
Mailing Address:	WISE PAUL 609 ELIZABETH LN JONESBORO AR 72401-8436
Collector's Mailing Address	WISE PAUL 609 ELIZABETH LN JONESBORO, AR 72401-8436
Total Acres:	1.00
Timber Acres:	0.00
Sec-Twp-Rng:	35-14-04
Lot/Block:	/
Subdivision:	
Legal Description:	PT SE NE
School District:	NE JB NETTLETON CITY
Improvement Districts:	DRAINAGE DISTRICT 20
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No





