

IN THE SUPREME COURT OF THE STATE OF MISSISSIPPI

Case No. 2013-CA-00882-SCT

**WILLIE JEROME MANNING,
Petitioner-Appellant**

v.

**STATE OF MISSISSIPPI,
Respondent-Appellee**

Appeal from the Circuit Court of Oktibbeha County, Mississippi

APPELLANT'S CORRECTED RECORD EXCERPTS

**David P. Voisin
PO Box 13984
Jackson, MS 39236-3984
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Fax: 601-354-7854
david@dvoisinlaw.com**

**Robert S. Mink
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rmink@wyattfirm.com**

ATTORNEYS FOR APPELLANT

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Appellant's Record Excerpt

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Trial Court Docket

No. 2000-0349-CV

CFN 2836

WILLIE JEROME MANNING AKA "FLY"
VS.

Counsel for Plaintiff
Robert S. Mink
Counsel for Defendant
Marvin L. White, Jr.

STATE OF MISSISSIPPI
PCR

JUDGE John M. Montgomery

DATE ORDERS, JUDGMENTS, ETC.

- 12/19/00 Motion to Institute Procedures for Appointment of Post-Conviction Counsel Pursuant to 2000 Miss. Laws Ch. 569 with Certificate
- 12/19/00 Letter to Judge Montgomery from Atty Williams
- 1/03/01 3/29/01 11:30 Order, MB 106, P 129, Certified copies to Hon Allgood and to WJ Manning Sent Sheriff cert. copy 2/23/01 Sent Certified copies to C. Jackson Williams, Atty Smith and Mark Williamson
- 3/29/01 Order Appointing Post-Conviction Counsel, MB 107, P 274, Certified copies to David Voisin, Office of Capitol Post-Conviction Relief, Hon Allgood and W Manning
- 4/11/01 Subpoena Duces Tecum issued on Katherine Jones, picked up by Atty's office for process service
- 4/11/01 Subpoena Duces Tecum issued on Liz Collier, County Director Dept of Human Services, picked up by Attys office for proces service
- 4/11/01 Subpoena Duces Tecum issued on Kay Lahman, Dept. of Human Services, picked up by Attys office for process service
- 4/11/01 Subpoena Duces Tecum issued on Virginia Ellie Office of Econ omic Assistance Dept of Human Service, picked up by Attys office for process service
- 4/11/01 Subpoena Duces Tecum issued on Katherine Jones Dept of Human Services, picked up by Attys office for process servic
- 4/20/01 Subpona returned executed on Virginia Ellis 4/20/2001
- 4/20/01 Subpoena Duces Tecum returned executed on Liz Collier 4/20/2001
- 4/20/01 Subpoena returned executed on Kay Lahman 4/20/2001
- 4/24/01 Subpoena Duces Tecum issued on Dolph Bryan, sent to Oktib. SO for service
- 4/24/01 Subpoena Duces Tecum issued Chief of Police, sent to Oktib. SO for service
- 4/24/01 Subpoena Duces Tecum issued on Forrest Allgood, sent to Atty Mink for process service
- 4/24/01 Subpoena Duces Tecum issued on Mississippi Crime Lab, sent to Atty Mink for process service
- 4/25/01 Motion to Proceed Ex Parte on Application for Expert Funds with Certificate
- 4/27/01 Subpoena Duces Tecum returned executed on Dolph Bryan 4/26/2001
- 4/30/01 Notice of Hearing On Motion
- 4/30/01 Motion to Quash Subpoena Duces Tecum with Exhibit A, B, C and D

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WILLIE JEROME MANNING AKA "FLY"
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- 4/30/01 Subpoena Duces Tecum returned executed on Larry Sisk 4/27/01
- 5/04/01 Subpoena returned executed on Katherine Jones 5/4/2001
- 5/04/01 Subpoena Duces Tecum returned executed on Katherine Jones
5/4/2001
- 5/04/01 Subpoena Duces Tecum issued on Tri-County Narcotics Task
Force, sent to Oktibbeha SO for service
- 5/04/01 Subpoena Duces Tecum issued on Michael Hund, Oktibbeha Co.
Coroner, sent to Oktibbeha CO SO for service
- 5/04/01 Subpoena Duces Tecum issued on Steven Hayne, M.D., sent to
Edward Gibson for process service
- 5/04/01 Subpoena Duces Tecum returned executed on Forrest Allgood
5/4/2001
- 5/08/01 Subpoena Duces Tecum returned executed on Tri-County
Narcotic Force 5/7/2001
- 5/16/01 Subpoena Duces Tecum returned executed on 5/15/2001
- 6/04/01 Rule 22 Statement with Certificate
- 6/08/01 Petitioner's Response To Motion To quash Supoena Duces Tecum
w/cert and ex "A", "B", "C"
- 6/20/01 Notice of Non-Compliance of Counsel with Competency
Standards Set Forth in M.R.A.P.22 with Certificate
- 6/29/01 Supreme Court of Miss. Appearance Form (David P. Voisin)
- 6/29/01 Order, MB 108, P 287, Certified copies to Hon Allgood and
WJ Manning
- 7/09/01 Response of Attorney Robert S. Mink to State's Notice of
Non-Compliance of Counsel with Competency Standards Set
Forth in M.R.A.P. 22 with Exhibit A, B, And C
- 7/23/01 Petitioner's Motion to Compel Responses to Subpoenae Duces
Tecum with Certificate
- 7/26/01 Motion for Leave to Invoke Discovery with Certificate
- 8/08/01 First Invoice for Services Submitted Under Seal Pursuant to
Miss Code Ann. 99-15-18, with Certificate
- 8/21/01 9/25/2001 11 am Order Setting Hearing, MB 109, P 383,
Certified copies to Attys Mink, Voisin, and Hon Allgood
- 8/23/01 ExParte Motion for Funds for an Expert to be Filed Under
Seal
- 8/31/01 Motion for Additional Time in which to File Petition for
Post-Conviction Relief with Exhibit A-J
- 9/05/01 Transportation Order, MB 109, P 345, Certified copies to
Attys Mink and Voisin and 2 to Oktibbeha Sheriff

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- 9/18/01 Order Setting Hearing copy sent to M White
(Blank Order Unsigned- not scanned nor Copy put into file)
- 9/20/01 Order, MB 109, P 398, Certified copies to Attys Mink, Voisin
and Hon Allgood
- 9/24/01 Supplemental Motion for Leave to Invoke Discovery and
Motion for Examination of Fingerprint Evidence with Cert.
and Exhibit 1-3
- 10/02/01 Order, MB 109, P 473-474, Certified copies to Attys White,
Voisin and Mink
- 12/14/01 Order, MB 110, P 714, Certified copy to W Manning and David
Voisin
- 1/15/02 Order, MB 110, P 827, Certified copy to Atty Voisin
- 2/04/02 Attorney's Motion to Withdraw with Certificate
- 2/14/02 Order, MB 111, P 728, Certified copies to Atty Voisin
and W Manning
- 2/19/02 Order, MB 111, P 737, Certified copies Hon Voisin and
W. Manning
- 2/20/02 Order, MB 111, PP 749-750, Certified copies to Attys Voisin
Mink and W Manning
- 2/28/02 Order, MB 112, P 7, Certified copies to Atty Voisin and
W Manning
- 3/13/02 Copy of Letter from Atty Mink to S Johnson with Amended
Certificate of Service
- 3/15/02 Copy of Letter to Supreme Court from Atty Mink with Amended
Certificate of Service
- 3/19/02 Order, MB 112, P 104, Certified copies to Atty Voisin and
J Manning
- 4/10/02 Motion of Attorney Robert S. Mink for Payment of Attorney's
Fee and Expenses with Exhibit A, B and C
- 4/11/02 Order, MB 112, P 279, Certified copies to Atty Voisin and
W Manning
- 5/02/02 8/2/2002 9 am, Order, MB 113, P 208-209, Certified copies to
Attys White, Frost, Ryan and Voisin and W Manning
- 5/09/02 Order, MB 113, P 358, Certified copies to Atty Voisin and
WJ Manning
- 5/28/02 8/2/2002 9 am, Order Setting Hearing, MB 113, P 614,
Certified copy to Atty Mink Atty Mink sent copies to
All Attys interest and J Manning

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VS.

Counsel for Plaintiff
Robert S. Mink
Counsel for Defendant
Marvin L. White, Jr.

STATE OF MISSISSIPPI
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DATE ORDERS, JUDGMENTS, ETC.

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7/29/02	Transportation Order, MB 114, P 463, Certified copies to Attys Mink, White and to the Sheriff	
7/31/02	10/18/02 9 am Order Resetting Hearing, MB 114, P 628 Certified copies to Attys Frost, White, Voisin and Mink, and W. Manning	
8/29/02	Letter from Atty Voisin with unsigned Transportation Order Sent Form letter to Atty Voisin along with unsigned order	
9/06/02	Transportation Order, MB 115, P 152, Certified copies to MS Dept of Corrections, Attys Mink, White, Voisin & Frost	
9/12/02	Order, Certified copies to Attys Voisin, White, Mink, Frost and W Manning	115 187
9/17/02	Agreed Order Authorizing Payment of Attorney's Fees and Expenses, Certified copies to Attys White, Voisin and Mink	115 211
9/17/02	Exhibit - Transcript	
10/01/02	Motion to Dismiss or Deny Requests for Expert and Investigative Assistance and Further Discovery for Lack of Jurisdiction with Certificate and Exhibit A	
10/08/02	Response to State's Motion to Dismiss or Deny Requests for Expert and Investigative Assistance and Further Discovery for Lack of Jurisdiction with Certificate and Exhibit A & B	
1/07/03	Order Denying Requests for Expert and Investigative Assistance and Further Discovery for Lack of Jurisdiction Certified copies to Atty Mink, Voisin, and White and W Manning	
7/02/03	Order, Certified copies to Attys Mink, Voisin, Frost, and White	120 150
7/10/03	Order, Certified copies to Attys Mink, Voisin and White	120 196
7/10/03	8/8/2003 9 am, Order Setting Hearing on Petitioner's Request for Expert and Investigative Assistance and Further Discovery, Certified copies to Supreme Court Clerk and Attys White Mink and Voisin	120 202
9/05/03	Order, Certified copies to Attys Voisin, White and Mink	121 449
9/16/03	Motion for Reconsideration with Certificate	
9/17/03	Order Denying Motion for Reconsideration, Certified copies to Attys White, Mink and Voisin	121 499
5/07/04	Supreme Court Decision, Certified copies to Attys Voisin, White, Mink and W Manning	126 274
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Counsel for Plaintiff
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- 6/02/04 Petitioner's Rebuttal and Motion to Amend and Supplrmnt
the Petition for Post-Conviction Relief with Certificate
- 6/02/04 Amendment to the Petition for Post-Conviction Relief with
Certificate
- 6/02/04 Verification and Affidavit of Willie Jerome Manning with
Certificate
- 6/02/04 Supplemental Exhibits to Petition for Post-Conviction Relief
with Certificate
- 6/02/04 Exhibits to Petition for Post-Conviction Relief with Cert.
- 6/02/04 Petition for Post Conviction Relief with Certificate
- 9/01/05 Clerk's Motion to Dismiss for Want of Prosecution and
Certificate of Service, filed.
- 10/05/05 Motion to Hold Case in Abeyance with Certificate
- 3/04/08 Clerk's Motion to Dismiss for Want of Prosecution and
Certificate of Service, filed.
- 9/18/09 Clerk's Motion to Dismiss for Want of Prosecution and
Certificate of Service, filed.
- 10/01/09 Renewed Motion to Hold Case in Abeyance with Certificate
Copy to atty of record
- 10/28/09 HEARING SET FOR POST-CONVICTION MOTION, copies to Atty White 157 610
Atty Voisin, and Clerk of Supreme Court
- 11/02/09 ORDER, copy to Clerk of the Circuit of Oktibbeha Co and the 157 712
Office of Capital Post Conviction Counsel and all atty's of
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- 11/09/09 ORDER ON COURT'S SHOW CAUSE HEARING, copy to all counsel, 158 403
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- 11/16/09 Response to order on Court's show cause hearing and
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- 12/07/09 Letter from Supreme Court
- 12/09/09 Letter from Carrie Kimbrough
- 12/09/09 1-29-2010 ORDER SETTING HEARING (11 am), copies to attys 158 604
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- 12/17/09 Entry of Appearance with certificate, copy to atty Mink
- 1/15/10 2/4/2010 ORDER SETTING HEARING, copy to all counsel of 158 778
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Supreme court
- 2/09/10 Letter from Supreme Court needing update
- 2/09/10 Letter from Carrie Kimbrough to Supreme Court

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VS.

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2/11/10	7/30/2010 ORDER Hearing on Motions 9:00 a.m.	160 156
	10/25/2010 ORDER Evidentiary Hearing at 9:00 a.m. copy to all counsel and to the Clerk of Supreme Court	
3/11/10	Ltr from Supreme Court requesting present exact status. Mailed Kathy Gillis a copy of letter from Carrie Kimbrough and a cert copy of the order setting upcoming hearings.	
3/24/10	Ltr from Supreme Court to Judge Howard requesting update, dated 03/09/2010. Please note this is the same letter with same date, received in CC office.	
3/24/10	Ltr from Carrie Kimbrough dated 03/24/2010, advising MS Supreme Court of the status of this case. Attachments in- clude: copies of 02/08/10 ltr from CKimbrough and ORDER.	
4/19/10	Notice of Conflict and Appointment of Counsel with Cert.	
4/19/10	ORDER, certified copies to all parties	160 685
7/01/10	Motion to Allow Deposition of Kevin Lucious, with certifi- cate of service, Exhibits A - D attached, copy to Atty Mink	
7/01/10	Motion for Funding for Investigative Assistance, with certificate of service, copy to Atty Mink	
7/01/10	Motion for Discovery, with certificate of service, copy to Atty Mink	
7/01/10	Ltr from Atty Mink - sealed envelope containing affidavit of David Voisin. Placed in file as delivered.	
7/29/10	Response Petitioner's to Pre-Trial Motions, with certificate	
9/01/10	ORDER ON PETITIONER'S MOTION FOR DISCOVERY OF RECORDS FROM THE MDOC, certified copy to all parties.	163 781
9/01/10	ORDER ON PETITIONER'S MOTION FOR DISCOVERY OF RECORDS IN POSSESSION OF COLUMBIA PROPERTY GROUP AND SOUTHLAND MANAGEMENT CORPORATION, certified copies to all parties.	163 782
9/01/10	ORDER ON PETITIONER'S MOTION FOR FUNDING FOR INVESTIGATIVE ASSISTANCE, certified copies to all parties.	163 784
9/07/10	Petitioner's Motion for Certification of Need for Attendance of Incarcerated Witness, with certificate of service, with Exhibit A (order), copy to Atty Mink.	
9/08/10	Subpoena Duces Tecum issued to The Columbia Property Group, Inc. and delivered to Atty Mink for service.	
9/08/10	Subpoena Duces Tecum issued to Southland Management Corporation, and delivered to plaintiff's atty Mink for service.	

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9/09/10 CERTIFICATION OF NEED FOR ATTENDANCE OF INCARCERATED WITNESS 164 36
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10/11/10 Motion to Allow Testimony by Videoconference or Renewed
Motion to Depose Out of State Witness, with certificate of
service, with Exhibits, copy to Atty Mink

10/14/10 Trial subpoenas issued and handed atty for process
(plaintiff)

10/14/10 Letter of Supreme Ct requesting status of case; copy of
docket entries emailed to Supreme Ct

10/15/10 Transportation Order -- sent to Oktibbeha Co Sheriff Office 164 296

11/02/10 01-11-2011, AGREED ORDER OF CONTINUANCE, certified copies 165 31
to all attys of record

11/02/10 01/11/2011 at 9:00, AGREED ORDER OF CONTINUANCE, certified 165 77
copy to all parties.

11/10/10 ORDER OF TRANSPORTATION, certified copy to: Sheriff, MDOC 165 404
Records, and all counsel of record

11/10/10 Subpoena Duces Tecum returned, served by personal service
to Lisa Gollott (Security) of The Columbia Property Group,
Inc. on 09/14/2010.

11/19/10 Copy of letter to Kathy Gillis from Robert Mink; placed in
file by request of Judge Howard

1/05/11 Trial Subpoena issued to Richard Burdine for 01/11/11 at 9

1/05/11 Trial Subpoena issued to Marshon Manning for 01/11/11 at 9

1/05/11 Trial Subpoena issued to Teresa Diane Bush for 1/11/11 at 9

1/05/11 Trial Subpoena issued to Kelvin Bishop for 01/11/11 at 9

1/05/11 Trial Subpoena issued to Likeesha Jones for 01/11/11 at 9

1/05/11 Trial Subpoena issued to Denise Davis for 01/11/11 at 9

1/05/11 Trial Subpoena issued to John Outlaw for 01/11/2011 at 9

1/06/11 Trial Subpoena issued to Monique Hall for 01/11/11 at 9

1/06/11 Trial Subpoena issued to Tasha Elliott for 01/11/11 at 9

1/06/11 Trial Subpoena issued to Chancie Elliott for 1/11/11 at 9

1/07/11 ORDER authorizing Sheriff to travel to MO to pick up Kevin 166 1
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1/07/11 Civil Subpoena issued to Herbert Ashford to be in court on
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No. 2000-0349-CV

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WILLIE JEROME MANNING AKA "FLY"
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STATE OF MISSISSIPPI
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DATE ORDERS, JUDGMENTS, ETC.

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- 1/11/11 Subpoena returned, personally served on Kelvin Bishop on 01/10/2011.
- 1/11/11 Subpoena returned, personally served on Likeesha Jones on 01/05/2011.
- 1/11/11 Subpoena returned, personally served on Teresa Bush, on 01/05/2011.
- 1/11/11 Subpoena returned, personally served on Richard Burdine, on 01/05/2011.
- 1/11/11 Subpoena returned, personally served on Marshon Manning on 01/05/2011.
- 1/11/11 Civil Subpoena returned, personally served on Herbert Ashford, on 01-11-2011
- 1/12/11 Exhibit List (see exhibit folder for exhibits)
- 1/14/11 Ltr from MS Supreme Court requesting status update
- 1/20/11 ORDER continuing the Jan 11-12 hearing to a date agreed to by all parties. Cert copy to Attys White, Mink, Voisin and Clerk of Supreme Court. 166 38
- 2/11/11 Ltr from Mink to Kimbrough
- 2/15/11 AGREED ORDER REGARDING TESTIMONY OF ATTY MARK WILLIAMSON, to be done before 03/31/2011. 167 263
- 2/16/11 04/26/2011 at 10, ORDER SETTING POST-CONVICTION HEARING, copies to attys of record, atty Williamson, and Supreme Court Clerk 167 272
- 4/27/11 Clerk's Notes
- 4/28/11 Update request by MS Supreme Court
- 4/29/11 Ltr from Mink updating Supreme Court on status of case
- 8/01/11 Copy of Supreme Court letter requesting a status update.
- 8/08/11 Copy of Court Administrator's letter to Supreme Court
- 10/10/11 Letter from MS Supreme Court to Cindy Zelinka requesting Status of Transcript proceeding that took plact on 1/11/&12/2011
- 12/01/11 Motion for Extension of Time to Submit Petitioner's Brief and Proposed Findings of Fact, with certificate of service.
- 12/02/11 ORDER GRANTING EXTENSION OF TIME, copy to all 3 attys 172 581
- 1/06/12 ORDER APPROVING PAYMENT OF PETITIONER'S COST FOR PREPARATION OF TRANSCRIPT, copy to both parties. 173 15
- 1/11/12 MSC Request for status report

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DATE ORDERS, JUDGMENTS, ETC.

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2/09/12 Motions for extension of time to Submit Petitioner Brief and Proposed Findings of Fact mailed a filed copy to atty on record

2/21/12 Order granting additional time for Petitioner Jerome Manning 174 207 for 120 days with no objection

3/05/12 Petitioner's Post Hearing Memorandum

3/08/12 Letter from Carrie Kimbrough with an update status of plaintiff's case

4/04/12 MOTION FOR EXTENSION OF TIME TO FILE POST HEARING BRIEF FOR APPELLEE WITH CERT OF SERVICE

4/05/12 Order:Granting Additional time to file memorandum in support 174 606 of Answer to Petition for Writ of Habeas Corpus Until 5/2/13

4/05/12 Letter to MS Supreme Court, Kathy Gillis, from Carrie Kimbrough concerning Status Update.

5/04/12 Motion For Extension of Time to file Post Hearing Brief for for Appellee with certificate of service

5/08/12 ORDER UNOPPOSED MOTION GRANTED ADDITIONAL TIME FILE 175 628 MEMORANDUM IN SUPPORT OF ANSWER MAILED A COPY TO ALL PARTIES

5/11/12 Letter from MSC requesting a status update from court.

5/18/12 Letter responding to Kathy Gillis for update on case

6/15/12 Letter from Supreme Court of MS requesting update regarding case.

6/20/12 Motion for Extension of Time to File Post-Hearing Brief for Appellee, with certificate of service, copy to AG's office.

6/21/12 Order granting additional time for Respondent, to file post 176 103 hearing brief said date of 06/29/12 maile a copy to all parties on file

7/03/12 Order Extending Time for Respondent to file Brief 176 168 mailed a copy to all parties on record

7/03/12 Motion for Extension of time to file post hearing brief

7/31/12 Motion for Extension of Time to file post Hearing Brief w/cert of service for August 29, 2012 mailed a copy to all parties on record

8/03/12 Order Extending Time For Respondent to File Brief mailed a 177 166 copy to all parties on record

8/30/12 Motion for Extension of time to file Post-Hearing Brief, with Cert of Service, Copy sent to Attorney Generals office

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STATE OF MISSISSIPPI
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- 9/12/12 ORDER EXTENDING TIME FOR RESPONDENT TO FILE BRIEF, given til 177 440
september 28, 2012
- 10/05/12 Motion for Extention of Time to File Post-Hearing Brief by
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- 10/09/12 ORDER ECXTENDING TIME FOR RESPONDENT TO FILE BRIEF. DEADLINE 177 650
OF 10/29/12
- 10/09/12 ORIGINAL MOTION FOR EXTENSION OF TIME TO FILE POST-HEARING
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- 10/19/12 RETURNED TO SENDER, COPY OF ORDER EXTENDING TIME FOR
RESPONDENT TO FILE BRIEF THAT WAS SENT TO ROBERT RYAN
- 10/22/12 RETURNED TO SENDER, COPY OF ORDER EXTENDING TIME FOR
RESPONDENT TO FILE BRIEF SENT TO GLENN SWARTFAGER
- 10/22/12 RETURNED TO SENDER, COPY OF ORDER EXTENDING TIME FOR
RESPONDENT TO FILE BRIEF SENT TO MARVIN, L WHITE JR.
- 10/30/12 Motion to Suspend the Briefing Schedule pending MS Supreme
Court's Disposition of Motion to Stay Proceedings, with Cert
of Service & Exhibit A-Motion to Stay Proceedings
- 11/02/12 Letter from Carrie Kimbrough to Special Assistant AG Jason Q
Davis concerning Motion to Suspend Briefing Schedule Pending
MS Supreme Court's Disposition of Motion to Stay Proceedings
- 11/30/12 ORDER FROM MS SUPREME COURT DENYING STATE'S MOTION TO STAY, 179 43
COPY TO ALL PARTIES.
- 12/13/12 Letter from Carrie Kimbrough concerning last extention of
10/29/2012. Brief is overdue.
- 1/07/13 letter From MS Supreme Court To the Attorneys of Record
Requesting an update on status of Case.
- 2/07/13 Motion for Approval of Attorney Fees & Expenses, Ex Parte-
To be file under seal. (NOT SCANNED INTO COMPUTER DUE TO
BEING UNDER SEAL)
- 2/07/13 Letter to Jason L Davis (office of the AG) from MS Supreme
Court of Appeals requesting exact present status of Case.
- 2/11/13 ORDER EXTENDING TIME FOR RESPONDENT TO FILE BRIEF. 180 561
COPY TO ALL PARTIES
- 2/12/13 LETTER TO JUDGE HOWARD FROM AG'S OFFICE ASKING FOR ADDITONAL
TIME TO FILE BRIEF. DEADLINE OF FEBRUARY 28, 2013.
COPY TO ALL PARTIES
- 3/01/13 Respondents Post_hearing Memorandum with Exhibits
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- 3/01/13 Exhibits to Respondent's Post Hearing Memorandum

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- 3/01/13 Order from MS Supreme Court: Trial Court required to Show Ca 180 676
use why Pending Motion for Post Conviction Relief has not
been Adjudicated
- 3/04/13 Order Requesting MS Supreme Court leave to have until 180 681
June 28, 2013 to file its ruling on the Petitioners Post-
Conviction Motions, with Exhibits listed in Order
Copy sent to All Counsel of Record & Clerk of MS Supreme Crt
- 3/04/13 Letter to KATHY Gillis, Clerk Of MS Supreme Court concerning
Order from Judge Howard, by Civil Clerk of Oktibbeha Circuit
- 3/04/13 Transcript from Hearings on January 11, 2011 & April 26, 2011
from Cindy Zelinka
- 3/05/13 Order for payment of \$380.40 to Cindy Zelinka for transcript 180 732
or 317 pages at \$1.20 per page.
- 5/21/13 Order Denying Petitioners Motion for Post Conviction Relief, 182 475
Copy to all Parties including Ms Supreme Court Clerk
- 5/28/13 Notice of Appeal against Final Judgment entered on 5/21/13
with Cert of Service
- 5/28/13 Motion to Proceed on Appeal in Forma Pauperis, with Cert of
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- 5/28/13 Designation of the Record from Petitioner's Attorney of
Record with Cert of Service
- 5/28/13 Letter to Kathy Gillis concernng Ms Rules of Appellate
Procedure 3(d) listing documents for Notice of Appeal
- 5/29/13 Order allowing to proceed on Appeal in forma pauperis, Copy 182 567
to all parties
- 5/30/13 Letter from MS Supreme Court requesting Trial Court Docket,
Notice of Appeal & Civil Filing Disposition Form
- 5/30/13 Letter from MS Supreme Court asking for Filing fee within 14
days with copy of Invoice
- 6/03/13 Copy of Invoice from MS Supreme Court & Copy of IPF Order
taken To Sandra For Payment to MS Supreme Court
- 6/03/13 Certificate of Compliance with Rule 11(b)(1) with Cert of
Service, Filed by Appellant's Attorney of Record
- 6/04/13 Letter to Cindy Zelinka from Ms Supreme Court, Stating the
Current transcript is due by 8/2/13
- 6/17/13 Order Approving Attorney Fees & Expenses, Copy to Ms Supreme
Court, Ms Office of Capital Post-Conviction Council, &
Attorneys of Record. Placed under seal in file pursuant to
Order.

** CONTINUED ON NEXT PAGE **

No. 2000-0349-CV

CFN 2836

WILLIE JEROME MANNING AKA "FLY"
VS.

Counsel for Plaintiff
Robert S. Mink
Counsel for Defendant
Marvin L. White, Jr.
JUDGE John M. Montgomery

STATE OF MISSISSIPPI
PCR

DATE

ORDERS, JUDGMENTS, ETC.

** CONTINUED FROM PREVIOUS PAGE **

7/03/13 Letter to Ms Kathy Gillis & Check 018308 for Notice of Appeal
Filing fee

7/17/13 Unsealed Order Approving Attorney Fees and Expenses, Copy 182 809
emailed to all Parties. HARD Copy mailed to Robert Mink &
Kathy Gillis (MS Supreme Court)

8/02/13 JUDGE SIGNED INVOICE FOR TRANSCRIPT FROM CINDY ZELINKA FOR 184 60
\$380.40

8/02/13 Copy of Letter from Cynthia Zelinka to Robert Mink advising
him that Transcript from Hearing has been filed

8/02/13 Transcript from Hearing on July 30, 2010

8/05/13 Letter to Mink & Voisin advising them that Transcript of the
Record is ready for Review. CC to Kathy Gillis, Melanie
Thomas, & Cameron Benton

8/05/13 CLERK'S CERTIFICATE OF RECORD

8/05/13 CLERKS'S COST FOR APPEAL

8/15/13 Agreed Order Extending Time for Review of Record 184 103

8/15/13 Letter from Attorney Mink to Judge Howard in consideration o
of Agreed Order extending time to review transcript of
Record



STATE OF MISSISSIPPI
OKTIBBEHA COUNTY

I, Glenn Hamilton, Clerk of the Circuit Court
in and for said County and State, certify that
the foregoing is a true and correct copy of
the original of said instrument, as the same
appears of record in my office.

Given under my hand and official seal this
the 20 day of August 2013

By Glenn Hamilton Circuit Clerk
Joe R. Mull D.C.

Appellant's Record Excerpt

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**Order denying Motion for Post-conviction
Collateral Relief**

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IN THE CIRCUIT COURT OF OKTIBBEHA COUNTY, MISSISSIPPI
IN VACATION, 2013

WILLIE JEROME MANNING

PETITIONER

VERSUS

CAUSE NO. 2000-0349-CVH

STATE OF MISSISSIPPI

RESPONDENT

ORDER

Came on to be considered this day the above styled and numbered post-conviction matter; and the Court, after having reviewed the record of proceedings in the trial court, the original trial transcript, the sentencing order, the pleadings herein, and having held a hearing, as mandated by the Supreme Court of Mississippi, on this matter on both January 11, 2011 and April 26, 2011; is of the opinion that Petitioner's Motion for Post-Conviction Collateral Relief is without merit and not well taken.

Facts/Procedural History

In 1996 the Petitioner, Willie Jerome Manning, was convicted, in this Court, of the capital murders of Alberta Jordan and Emmoline Jimmerson. On July 25, 1996 the Petitioner was sentenced to death in each case. Following denial of the Petitioner's direct appeal of his conviction, Petitioner sought leave from the Supreme Court of Mississippi to proceed on a Motion for Post-Conviction Collateral Relief on January 23, 2002. Leave was granted on May 6, 2004, and the Supreme Court of Mississippi ordered this Court to hold an evidentiary hearing on three of the Petitioner's post-conviction claims: (1) Petitioner's claim that the State committed multiple *Brady* violations by failing to disclose exculpatory evidence, (2) Petitioner's claim that the State coerced Kevin Lucious into testifying falsely, and (3) Petitioner's claim that his trial and appellate counsel were ineffective.

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Due to scheduling conflicts as well as the difficulty in returning Lucious to Mississippi, the Court held two (2) hearings on the Petitioner's post-conviction motions, one on January 11-12, 2011 and one on April 26-27, 2011. Following these hearings, both sides requested leave from the Court to file post-hearing briefs. On December 11, 2011, the Court, upon motion by the Petitioner and agreement of the State, granted a sixty-day extension of time for the Petitioner to file his brief. On February 13, 2012, the Court granted the Petitioner an additional twenty-one day extension, which gave the Petitioner until March 2, 2012 to file his brief.

Once the Petitioner's brief was filed, the Respondent was to file his brief in response. On April 5, 2012, the Court signed an order granting the Respondent an enlargement of time, unopposed by the Petitioner, to file its brief, giving the State until May 2, 2012. On May 8, 2012, the Court signed another order on an unopposed motion, granting the State until June 1, 2012 to file their brief. The Court then signed an order of extension for the State, giving them until June 29, 2012 to file the brief; then another for good cause shown, giving the State until July 30, 2012; then another giving them until August 29, 2012; then another giving them until September 28, 2012; then another giving them until October 29, 2012. All these motions for enlargement were unopposed by the Petitioner. The Assistant Attorney General then sought leave of this Court to suspend the briefing schedule pending the Mississippi Supreme Court's Disposition of Motion to Stay Proceedings. The trial court stated it had no problem with a suspension of the briefing schedule if all parties were in agreement. On November 17, 2012, the Mississippi Supreme Court denied the State's Motion to Stay Proceedings. Subsequent to said ruling, the Court did not receive a brief or any other communication from the State, so the Court

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contacted the Attorney General's Office to remind them their brief was overdue. The State sought one further extension from the Court by way of a motion dated February 8, 2013; the State gave as its reasons for the extension the retirement and/or illness of some of their counsel; the Court found that this was good cause and gave them until February 28, 2013 to file their brief, but the Court stated in its order that this would be the last extension granted. The Respondent's post-hearing brief was filed on March 1, 2013 but was dated February 28, 2013. Having held the appropriate hearings and received the post-hearing briefs from both the Petitioner and the Respondent, the Court finds as follows.

Whether the prosecutor, at the Petitioner's trial, committed multiple Brady violations by failing to disclose police canvas notes, taken after the murders, and technicians notes from the Mississippi Crime Lab.

Brady Standard

In *Brady v. Maryland*, the United States Supreme Court held, "the suppression by the prosecution of evidence favorable to an accused upon request violates due process where the evidence is material either to guilt or to punishment, irrespective of the good faith or bad faith of the prosecution." 373 US 83, 88 (1963). The Supreme Court of Mississippi has adopted a four-part test for determining when a *Brady* violation has occurred. *Havard v. State*, 86 So. 3d 896 (Miss. 2012). Under Mississippi law, the Petitioner must prove, "(a) that the State possessed evidence favorable to the defendant (including impeachment evidence); (b) that the defendant does not possess the evidence nor could he obtain it himself with any reasonable diligence; (c) that the prosecution suppressed the favorable evidence; and (d) that had the evidence been disclosed to the defense, a reasonable probability exists that the outcome of the proceedings could have

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been different.” *Id.* at 896, 901 (Miss. 2012) (quoting *Manning v. State*, 929 So. 2d 885, 891 (Miss. 2006).

When determining reasonable probability, “the question is not whether the defendant would more likely than not have received a different verdict with the evidence, but whether in its absence he received a fair trial, understood as a trial resulting in a verdict worthy of confidence.” *Kyles v. Whitley*, 514 U.S. 419, 435 (1995).

Police Canvas Notes

The first issue before this Court is whether the State’s failure to disclose the existence of canvas notes made by police after the murders, which listed Brooksville Gardens Apartment 11-E as “vacant” at the time of the murders, constitutes a violation under *Brady*. The Petitioner argues that had these canvas notes been produced, his trial attorney could have used them to impeach Kevin Lucious’ trial testimony that Lucious saw the Petitioner force his way into the two victims’ apartment from Lucious’ apartment, located across the street.¹

The Respondent concedes that these canvas notes were within the State’s possession at the time of trial (in the actual physical custody of the Starkville Police Department) and were never disclosed to the Petitioner. However, the Court finds that these notes are insufficient to undermine confidence in the verdict reached at Petitioner’s trial. Neither Lucious’ trial testimony, nor any statement given by Lucious prior to 2010,

¹ Lucious has now recanted his testimony that he lived in Brooksville Gardens at the time the two victims were murdered. This issue will be addressed separately later in this order.

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mentioned apartment 11-E, or indicated that there was an issue regarding where he lived at the time of the murders. Therefore, even if these canvas notes had been disclosed, there would have been no reason to introduce them for impeachment purposes, leading this Court to the conclusion that the canvas notes are insufficient to create a reasonable probability that, had they been disclosed, the proceedings would have been different. Therefore, the Court finds this issue to be without merit.

Crime Lab Technician's Notes

Petitioner's next argument is that the State violated *Brady* by failing to produce page number 18 of the crime lab report showing that a bloody shoe print, found at the scene of the murders, belonged to a size eight (8) shoe. Petitioner argues that because he currently wears a shoe size between a size eleven and eleven and a half, this report supports the Petitioner's defense that someone else was present in the victims' apartments and committed the murders.

After reviewing the record, it is clear that these crime lab notes were also within the State's possession, and the Petitioner never received them prior to his trial.² However, again this missing page is insufficient to undermine confidence in the result of the Petitioner's trial.

Starkville Police Chief David Lindley and Herbert Ashford testified at Petitioner's PCR hearing that several people had gone into the apartment and walked around prior to the police arriving on the scene. Specifically, Ashford testified that after the bodies were seen through a window, someone kicked in the door to the apartment to gain access and walked around in the apartment before the police arrived.

² The District Attorney, Forrest Allgood, testified at the Post-Conviction hearing that the technician's notes were never in his possession. The notes are compiled into a report that is then sent to the District Attorney's Office.

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Because the scene had been compromised, the shoe size evidence would have been worthless to show another potential killer might have been present and no testimony was even offered at Petitioner's trial linking Manning to this shoe print. Therefore, the Court finds that this evidence is insufficient to undermine confidence in the outcome of the trial, and this issue is without merit.

Whether the State knowingly used false testimony from Kevin Lucious at Petitioner's trial.

Lucious testified at the hearing of this motion that his testimony at Petitioner's trial was false and that he only testified because District Attorney, Forrest Allgood, told him that if he did not cooperate, he and his then girlfriend Lakeesha Jones could be charged with a crime in connection with the murders. Lucious also testified at the hearing that Allgood knew he did not live in Brooksville Gardens at the time of the murders. When approached by post-conviction counsel, Lucious expressed a desire to recant his trial testimony.

"As a general rule, recanted testimony is 'exceedingly unreliable, and is regarded with suspicion; and it is the right and duty of the court to deny a new trial where it is not satisfied that such testimony is true.'" *Esco v. State*, 102 So. 3d 1209, 1214 (Miss. Ct. App. 2012) (quoting *Bradley v. State*, 214 So. 2d 815, 817 (Miss. 1968)). "At an evidentiary hearing on a PCR motion, the trial judge sits as the trier of fact and resolves any credibility issues." *Esco* at 1214 (quoting *Henderson v. State*, 769 So. 2d 210, 213 (Miss. Ct. App. 2000)).

Given the numerous statements given over time by Lucious, the Court felt it was necessary to have him present for the hearing on this matter so that his demeanor could be observed. After having the opportunity to witness Lucious' live PCR testimony, the

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Court is not inclined to believe his latest version of events. The Court finds that Lucious' testimony that he was threatened into testifying at the Petitioner's trial and that Allgood knew his testimony to be false is unreliable and should be given no weight in the present proceedings. This finding is also supported by the testimony of Allgood, Sheriff Dolph Bryan, and David Lindley who all deny that Lucious was ever threatened with prosecution for these murders.

Similarly the Court finds that the PCR testimony of Lakeesha Jones should be given no weight. Jones testified that Dolph Bryan and David Lindley tried to pressure her into testifying and offered her money in exchange for her testimony, though she informed Bryan and Lindley that she did not live in Brooksville Gardens at the time of the murders and had no information concerning the murders.

Bryan and Lindley both testified that they never threatened Jones to give any statement nor did they give her any money to testify. Further, even though Jones testified that she never gave a statement to Bryan or Lindley and that she knew nothing about these murders, there is a notarized affidavit, signed by Jones on March 10, 1994, in which she implicated the Petitioner in the murders. For these reasons, the Court finds this issue to be without merit.

Whether the Petitioner was denied effective assistance of counsel.

Ineffective Assistance of Counsel Standard

"The benchmark for judging any claim of ineffectiveness must be whether counsel's conduct so undermined the proper functioning of the adversarial process that the trial cannot be relied on as having produced a just result." *Strickland v. Washington*,

2145-

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466 U.S. 668, 686 (1984). In order to meet his burden, the Petitioner must show that (1) his counsel's performance was deficient and (2) this deficiency prejudiced his defense.

To satisfy the first prong of the *Strickland* test, the defendant must prove that "counsel's performance fell below an objective standard of reasonableness." *Wilson v. State*, 81 So.3d 1067, 1074 (Miss.2012) (citing *Strickland*, 466 U.S. at 687). "Judicial scrutiny of counsel's performance must be highly deferential." *Wilson*, 81 So.3d at 1075 (quoting *Strickland*, 466 U.S. at 689, 104 S.Ct. 2052). Unless shown otherwise, Defense counsel is presumed competent. *Havard*, 988 So.2d at 329.

If the first prong of *Strickland* is met, the Court must then consider whether counsel's deficient performance resulted in prejudice to the defendant. This requires a determination of "whether there is 'a reasonable probability that, but for counsel's unprofessional errors, the result of the proceedings would have been different.'" *Havard*, 988 So.2d at 329 (quoting *Mohr v. State*, 584 So.2d 426, 430 (Miss.1991)).

Failure to adequately investigate and impeach Kevin Lucious.

The Petitioner argues that his trial counsel, Mark Williamson and Richard Burdine, were ineffective due to their failure to uncover the alleged threats made by law enforcement against Lucious and Jones, for failing to act upon a phone call Jones allegedly made to Mark Williamson claiming that Lucious was lying during his trial testimony, and their failure to uncover the canvas notes taken by police after the murders.

First, as previously discussed in this order, the Court finds no reliable proof exists that either Lucious or Jones were ever threatened or pressured for testimony in this

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matter; therefore, it cannot find that Petitioner's trial counsel was ineffective for failing to uncover such an event.

As for Jones' allegation that she contacted Williamson twice by phone during trial, the Court finds her testimony unpersuasive. Jones testified that she talked with Williamson twice during the Petitioner's trial, once after Lucious' testimony was published in the local newspaper and again after she heard the Petitioner had been sentenced to death. Jones also testified that she was subpoenaed to testify on behalf of the Petitioner but never went to Court during the trial, because Lucious, the man she now claims she knew was lying, told her she did not have to go to Court. Williamson's testimony was that he did not recall ever receiving such a call from Jones and that had he been told by "someone, especially Kevin Lucious' girlfriend, that said his testimony was a lie, I would have acted on that. So, you know, to the best of my recollection, I did not ever talk to her and did not ever talk to her about that particular statement." Based upon this testimony, the Court finds it unlikely that such phone calls ever took place. Because there were no phone calls to act upon, the Court finds that the alleged failure of Petitioner's trial counsel to act was not deficient under *Strickland*.

Finally, Petitioner argues that his trial counsel was ineffective for failing to uncover the canvas notes taken by police after the murders. Once again, the Court must consider this argument through the two-prong test of *Strickland*. The Court finds that failure to uncover these canvas notes was not the result of deficient performance under *Strickland*. The record in this case shows that where Kevin Lucious lived, at the time of the murders, was never an issue at trial. In fact, until his latest affidavit was filed in December of 2010, Lucious never indicated that he did not live in Brooksville Gardens

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when the murders took place. Even in his affidavit dated January 10, 2002, in which he recanted a substantial portion of his trial testimony, Lucious still maintained that at the time of the murders he was living directly across the street from the victims' apartment and that he saw someone going into that apartment, though he claimed he could not tell who it was due to being farsighted. Because nothing in the record of this case could have put Petitioner's trial counsel on notice that there may have been an issue regarding Lucious' residence at the time of the murders, the Court finds Petitioner's counsels' failure to uncover these records was not deficient under *Strickland*.

Assuming arguendo that trial counsels' actions were deficient, there has been no showing of how this deficiency prejudiced the Petitioner at trial. As discussed earlier, Lucious' residence was never an issue during the trial of this matter, and nowhere in Lucious' testimony did he ever specifically say that he was living in apartment 11-E. Had Petitioner's trial counsel had the canvas notes taken by police and the records of Brooksville Gardens Apartments' there is still nothing in the record that would have made this information material at the time of Petitioner's trial. Therefore, the Court finds this issue to be without merit.

Failure to interview Teresa Bush and to adequately investigate Herbert Ashford.

Petitioner argues that his trial counsel was ineffective for failing to interview Teresa Bush, who was living with Herbert Ashford in Brooksville Gardens at the time of the murders. During the hearing on this matter, trial counsel Richard Burdine testified that he did not know anything about Bush, and Mark Williamson testified that he did not recall if he had talked with her prior to the trial or not. Regardless, after reviewing

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Bush's testimony, the Court finds that the Petitioner has failed to show how trial counsels' failure to interview Bush fell below an objective standard of reasonableness.

The crux of Bush's testimony was that while she did not see anything related to the murders that day, she knew that Ashford's trial testimony, claiming he had overheard the Petitioner and Lucious discussing the murders, was a lie because if Ashford had heard such a statement, she was certain he would have told her at that time. Ashford testified at the same hearing that he did tell Bush what he had overheard, and he maintains that his trial testimony was accurate. The Court finds that Bush's bare assertion that Ashford gave false testimony is insufficient to place trial counsels' conduct outside the objective standard of reasonableness. Further, even if counsels' conduct was unreasonable under *Strickland*, no prejudice to the Petitioner resulted from it. Therefore, this issue is without merit.

Failure to interview and present the testimony of Marshon Manning about conversations he witnessed between Kevin Lucious and the Petitioner.

During the hearing on this motion, Marshon Manning, brother of the Petitioner, testified that he was not present during any conversations that took place between the Petitioner and Lucious in which the Petitioner admitted to killing the victims or admitted to having any knowledge of who did kill the victims. Marshon's hearing testimony contradicts Lucious' trial testimony as to what parties were present during the pertinent conversations. Marshon claims that he did not learn about the contents of Lucious' testimony until the year 2000, when he came across the published Mississippi Supreme Court opinion, of Petitioner's original trial, during his own incarceration. Marshon testified that after reading this opinion, he realized Lucious had offered false testimony, but he did not act on this information, even though he knew his brother had been

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sentenced to death. It fact, nothing in the record shows that Marshon took any actions regarding this information until 2002, when he filed his affidavit in this matter.

Marshon also testified that he was never interviewed by law enforcement officials about the murders and was never contacted by Petitioner's trial counsel about testifying on his brother's behalf. Mark Williamson testified that he did not remember if he spoke with Marshon prior to the trial, and Richard Burdine was never asked any questions regarding Marshon at the hearing.

Assuming that Marshon's testimony is accurate, and Marshon was never interviewed by Petitioner's attorneys or their investigator, there was no testimony or evidence offered to the Court as to why trial counsel would not have conducted such an interview. However, given the strong presumption that counsels' conduct falls within a wide range of reasonable professional assistance, that this action might be considered trial strategy, and absent any evidence to the contrary, the Court must find this issue to be without merit.

Failure to investigate and uncover the technician's notes from the Mississippi Crime Lab, which indicated that the shoe print found at the scene of the murders was a size eight (8).

As discussed earlier in this opinion, the testimony before this Court is that multiple persons entered the victims' apartment after the murder and prior to police securing the scene, no testimony was offered linking the Petitioner to this footprint during his trial. Given these facts, even if Petitioner's trial counsels' pretrial investigation was insufficient, the Petitioner was not prejudiced as a result. The Court finds that this issue is without merit.

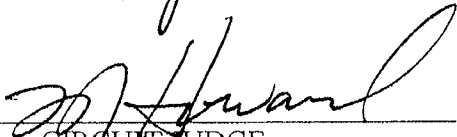
Conclusion

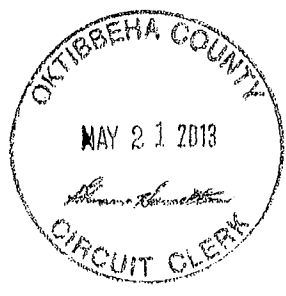
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Having held an evidentiary hearing in the above matter on previous days of court and having thoroughly reviewed all claims, including all relevant case law, the Court is satisfied that no outstanding issues remain, and the Petitioner is not entitled to post-conviction relief.

IT IS THEREFORE ORDERED, that this petition be, and the same is hereby denied. The Circuit Clerk is directed to send a copy of this Order to all parties, including the clerk of the Mississippi Supreme Court.

SO ORDERED, this the 21st day of May, 2013.


CIRCUIT JUDGE



MB 182
PSS 475-487

Appellant's Record Excerpt

3

**Records of Starkville Police Department
including canvass notes**

1-0

Norma Henderson - via phone

I do not know anything
I don't heard rumors

Joe Joe

Winnie Ross - 324-7416
I did not see anything
I just heard rumors

1-0

Tammie Brooks

Phone - 324-8321

KA
Betene Darlene Hart - via phone
Don't know nothing

Red Acting STRANGE when he
Saw police around Building 1d yesterday
VANESSA WILLIAMS - ALSO ACTED STRANGE

2A
Essie Young

3-9476

(Home)

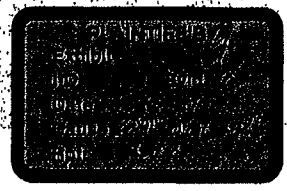
2B Not Home

2C
Debra Harry

4-1288

2D
Francis Stone

4-3893



3 B

SADIE WART

Phone - None

Nothing

3 A

Ella Montgomery 322-1532
Roy Montgomery
Frank Montgomery

they did not anything

3 C

Bobbie Hall

Phone - None

Nothing

3 D

Mary Pastor
Waverly Chandler
Home

3-2046
Nothing

Karen Isaac
4 A
324-9440

(At home)

(Nothing)

Maggie Williams (George)
4 B
324-9186
Janet daughter
21 yrs old

Out of Town

5-A

Phone - name

Charlene Weir

nothing - AT work KFC

5-C Betty Davis

phone 324-7132

nothing

5-B

Nancy Elliotts - 323-0936
Frid Elliotts

5-D

Kula Mae Hart
Bridgette Hart

3-8044

6A Vacant

6B

Lilly Duck (Eliza)
no phone sister

(Nothing)

6C

6D

Johnny Harrell
(none)

Nothing

7 A

~~nothing~~ USCAAT

7 B

PHONE 324-0936

Rodney Edwards
Sherise Edwards
Tawanda Edwards
Willene Edwards

Nothing

7 C phone 323-2314

Rosie Norwood

nothing

7 D

Hospital

8 A

Lisa Hemphill

4-9554

8 B

Barbara Duck

Talked to Outlawd Sheriff

8 C

Jackie Bush

none

8 D

Teresa Bush

4-0011

Nothing

9-A

324-5204

Rebecca Atkins

Johnny Atkins

Verlene Atkins

nothing

9 B

Phone - name

Cardyn Dawson

Verda Dawson

Chris Dawson

Johnny, ^{Mamguy} ~~Ronnie~~ ^{Bill}, name now
Playing Cards @ 10 B

9 C

Rebecca ISAAC

nothing

9 D

Phone - name

Patricia Ann Jefferson

~~Patricia~~ Elizabeth Jefferson

Revonna Jefferson

Dewayne Jefferson

nothing

10 A

10 B

Dena Mae Hall

Joe Joe Robinson

Eugene Robinson

10 C

Robert Rice

Ethel

10 D

William Gardner

Venessa Williams

Retha Birchfield

11-A Bristolville Garden

Phone # NONE

11-B

nothing

11-C

Tameka Hill

3-7076

11-D

Deborah Moore

none

11-E

VACANT

11-F

SPD SABILITE

11-G

Amanda Duck (not home)

11-H

Yamada Miles

none nothing

12 A

Bobby Coleman

4-2295

12 B

Doris Jefferson

none

12 C

Lafrence Carson

Charlie Davis

3-0335

12 D

Rosemary Cooper

3-4925

John Carson Jr.

13 A

Rosie Outlaw

(none) nothing

13 B

VACANT

13 C

VACANT

13 D

Willie E. Ellis

Tasha Ellis

5'7

Black hair Black shirt
Light skinned, white shoes, white top

Black shoes (w/white) Black pants

Phone - 324-241

w- 323-3405

13 E Phone: Name

Susie Hinton
Bernie Bush

nothing

13 G

13 F

Phone - 324-1929

Lillie Elliott
Eddie Canette

nothing

13 H

VACANT

BROOKSVILLE GARDEN APT. 14

A. IDA HARROLD
JULIE HARROLD
DALE NICHOLS

* WERE all home didn't hear
OR SEE ANYTHING.

- IT APPEARS IDA HARROLD KNOWS
SOMETHING but will NOT TELL
AT TIME. SAID SHE WOULD
CALL WHEN SHE DECIDED TO
TALK.

STATED WOULD TALK TO
SOMEONE IN BUILDING #10

B. Patricia Roberts

- DID NOT HEAR OR SEE
ANYTHING.

C.

JANICE Robinson
323-5206

- HOME DID NOT HEAR OR
SEE anything.

D.

NOT Home 01/28/93 2000 hrs.

Ceraldine Kemp

- HOME DID NOT HEAR OR SEE
anything.

15 A

15 B

Phone name

JANICE PRATER

nothing

15 C

15 D

Linda Davis

Sheryl L Green

phone 324-3232

HOSPITAL

nothing

BROOKSVILLE GARDEN

APT. 16

A. ROSIE LEE BELK
Tyronne Britt

B. Wesley Campbell 323-5755
BESSIE CAMPBELL

- Home didn't HEAR OR SEE
anything

- Home didn't HEAR OR SEE
anything



C.

JAMES ROBERTSON
Draun Nichols 323-6612

- Home didn't hear or see
anything.

D.

~~Cynthia Johnson~~
Andrickus Campbell
Rebecca Campbell
Frank Campbell

- Home didn't hear or see
anything.

17 A

Phone 324-0576

Ada Lee PRATER

nothing

17 C

17 B

phone none

RITA DICK

nothing

17 D

phone 323-0831

Horace & Gladys Elliott

nothing

BROOKSVILLE GARDEN

APT. 18

A.

Priscilla Colon

Teneka HASTY

Dennis HASTY 324-9530

- Home D.I.D NOT HEAR OR SEE ANYTHING.

B.

Erwin Gardner

Julia Smith 323-7031

- Home D.I.D NOT HEAR OR SEE ANYTHING.

BROOKSVILLE GARDEN APT. 2119

A. No one home @ 2005 hr 1/28/93

Lynette Roberts

303-2957

Knows nothing

B. No one home @ 2000 hrs 1/28/

Reale McBride

nothing

BROOKSVILLE GARDEN APT. 19

E. Not Home 1/28/93 2010 hrs

F.

Lois Jefferson

Robert Young

- Didn't hear or see anything

C.

H. H. H.

D.

GREENELLA FOX 324-3922

DID NOT HEAR OR SEE ANYTHING

Shirley Harris 323-1190

Oscar Boyd

- Home didn't HEAR OR SEE anything.

G.

H.H.

OUTLAW TRIP TO
NOT HOME 2/18/93 2010 hrs.

MELVIN DAVIS

Denise Ridley

324-0325

No Nothin

Charles Billups

Darlene ROGERS

- DIDN'T HEAR OR SEE ANYTHING

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BRONSONVILLE GARDEN APT. 20

A.

MARK CHANDLER

Peggy CHANDLER

- Home did NOT HEAR OR
SEE ANYTHING.

B.

MARY PATTERSON

Jashie PATTERSON

Kathesha PATTERSON

324-0520

- Home did NOT SEE OR HEAR
ANYTHING.

21 A

Linda Hill
Jerry Murphy
3-17076

(Nothing)

21 B

Joe Ward
Sandra Ware
(no phone)

Hat / Keys

21 C

Cheryl Norman

4-6349

Sister + husband

21 D

Betty Bush
John Ward

(none)

C.

Rubie Paige

Huey Dickson

324-1415

- Home but did not hear or see anything.

D.

Nettie Thompson

Tate Thompson

- Did not hear or see anything

C.

D.

01/29/93
1720 hrs

01/29/93
1730 hrs

Tommy Jones:

- He was at home in bed.
Did NOT hear or see anything.

JANICE JONES

- She did NOT HEAR OR SEE
ANYTHING.

MARY BRADFORD

- Did NOT HEAR OR SEE ANYTHING

WARDELLA BRADFORD

- HOME DID NOT HEAR OR SEE
ANYTHING

CHRISTIA FERGUSON

- She was @ FRED'S

23 A

Don's Birchfield
No phone
(Nothing)

23B

Minnie Bush
4-3446 In Columbus

23 C

Bonnie Scott
4-7508

Tanya

23D

Dora Clayborn
Tony Clayborn (19)

4-3298
(Nothing)

BROOKSVILLE GARDEN APT. 24

A.

Lisa Duck

- Didn't HEAR OR SEE ANYTHING

B.

NORA CANNON

01/28/93

1800 hrs.

- WATCHING T.V. alone,
did NOT HEAR OR SEE ANYTHING

(STREET TALK)

- DORA MAE has been drunk EVERYDAY since.
- EUGENE "RED" JONES RAN who he SAID Police CAR on 1-27-93.
- UPSTAIRS @ 10 MAN NAMED "POOKIE" acting STRANGE, and FEMALE NAMED LINDA left in her car when saw police and has NOT BEEN back.
- BARBARA DUCK #8 witnessed "Red" running.

25 A

Margaret Elliot
William Ellis

3-4531

25 B

Rose Elliot
Charles ISSAC

(5B)
(phone) (3-0836)

25 C

Teresa Elliott

4-5644

25 D

Minnie Williams

Andrew Hinds (Father)

324-1244

C.

Robert Rice

- Home did not see anything.

BETTIE DAVIS

- Home did not see anything.

Thorne Davis

- Home did not see anything.

D.

Cynthia Johnson 323-7583

- Home didn't hear or see anything.

PN

A. Not Home 1/28/93
Richard Collins
MAYN Ellis 323-3747

• Didn't hear or see anything.

B. Not Home 1/28/93

VIVIAN LOARE

- Stays sometime at 27B

- Street talk is Robert Rice left about 2 am. date of death with a suitcase.

27 A

Gloria Jordan

none nothing

27 B

Cora Ware Bruce Ware
3-0432

Nothing

27 D

Troyline Jones

4-3448

Nothing

27 C

Betty Spann

4-5923

nothing

C.

Alice Chandler 323-3747
Wendy Chandler
Genevra Chandler

- Home didn't hear or see anything.

D.

Letha Henderson 324-7500

- Home didn't hear or see anything.

ML

BROOKSVILLE GARDEN

01/26/93

INTERVIEW LIST

DOOR TO DOOR INTVWS OF EACH APT.

TEAM #1

Lt. JOHN OUTING & Sgt. KAREN BURKE

Buildings - 1, 3, 5, 7, 9, 11, 13, 15 & 17

TEAM #2

Sgt. JEFF CURTIS & CHRIS THOMAS

Buildings - 14, 16, 18, 20, 22, 24, 26, 27 & 19

TEAM #3

DET. ROSS WALKER & DET. NINA MITCHELL

Buildings - 2, 4, 6, 8, 10, 12, 21, 23 & 25

01-1992 TIP TO CHIEF VIA PHONE - 1430

ANONYMOUS CALL TO CHIEF MAXEY
STATING I AM A COUSIN TO
THE DAVIS BOYS AND THEY HAVE
BEEN ACTING FUNNY AND THEY
PLANNED TO ROB FRED'S THE NIGHT
OF THE MURDER

ALEX PATTON - LIVING IN A TRUCK
BROWN

CHARLES THOMPSON
EUGENE DAVID
JEFF JOHNSON } SEEN IN BREEZY
THAT NIGHT

JIMMY Mc MORRIS
ANDRE ANDREWS
~~CHARLIE SCOTT'S PRINTS SOON~~
CHARLES THOMPSON
ALEX PATTON

NINA GEORGE

RETHA BURCHFIELD
DIANE JOHNSON - RT #2 HARPOLE RD

NINA/NANCY ELLIOT

JOE MILLER

ROSE ELLIOT - 25 BR GDS

PHILLIP ELLIOT 508 PUEBLO DR.

ROOSEVELT DAVIS #13 GREEN HILL DR. STARKVILLE

EUGENE DAVIS 131 LONG ST SOUTH STARKVILLE

NINA
HIS CLUB?

WILLIE WILLIAMS - CLUB RD OF COUNTY LAKE RD

JOE ISAAC 25-B BR GDS

JOE ARTHUR ROBINSON 10-B BR GDS

DEMETRIC HALL 10-B BR GDS

TASHA ELLIS 13-D BR GDS

MONIQUE HALL 10-B BR GDS

RALPH HOGAN - 220 N. LONG ST. #3 - STILL

JAMES BROWNLEE - O.C.S.D. JAIL TRUSTEE

LARRY DONEILL HARRIS 158 N. SIDE DR

KIETH HIGGINS - M.D.O.C.

SHANTAY LEE

LILLIE ELLIOT - 13-F BR GDS

KELI GANT - THE HAIR CO. UNIVERSITY SQUARE

PAYNE
NO DORS

ANDRE KOUS CAMPBELL

DERICK CAMPBELL

KIETH HAMLET

EUGENE JONES - 10-B BR GDS

TONY NELSON - MDOC

JOHN LOFTON

LARRY HARRIS 158 N. SIDE DR

CALVIN BISHOP 159 ALFRED PERKINS

MEQARELLE ELLIOT

VICTORIA ELLIOT

ED MEMORIS

Appellant's Record Excerpt

4

**Affidavit of Denise Davis
with attached records of
Brookville Garden Apartments, Inc.**

IN THE CIRCUIT COURT OF OKTIBBEHA COUNTY, MISSISSIPPI

WILLIE JEROME MANNING

PETITIONER

versus

Cause No. 2000-0349-CV

STATE OF MISSISSIPPI

RESPONDENT

AFFIDAVIT OF DENISE DAVIS

I, Denise Davis, after being duly sworn, state as follows:

1. I am over eighteen years of age and am competent to attest to the matters contained in this affidavit.

2. I am the community manager for the Columbia Property Group, which manages the Brooksville Garden Apartments in Starkville, Mississippi. As part of my duties, I maintain records pertaining to the complex, including records pertaining to the occupancy of the apartments that are leased. These records are kept in the course of regularly conducted business.

3. I certify that the documents attached to this affidavit are true copies of records maintained in the course of regular business. I personally photocopied each page, and my initials and the date on which I made the copies may be found in the bottom right corner of each page.

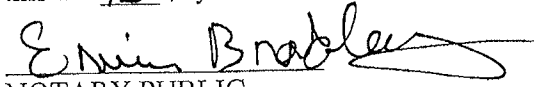
4. The last three pages attached to this affidavit come from a single 11x17 sheet in the Rental Cash Receipt Journal. Because my photocopier did not have the capability of reducing such a large page, I copied three portions of the page.

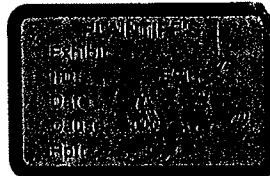
5. The records show that apartment 11E was vacant from September 3, 1992 until February 1, 1993, when it was leased to Likeesha Jones.

Further affiant sayeth not.


DENISE DAVIS

Sworn to and subscribed before me
this the 15th day of October 2010.


NOTARY PUBLIC



COMPLEX	APT. #	BR	MARKET RENT \$
RESIDENT	PHONE #	DATE OCCUPIED	DATE VACATED
JACKIE BUSH		12-19-89 (A)	9-3-92
LIKEESHA JONES		2-1-93	

DATE PAID MO. DA.	TENANT NAME	RENT PAID		CHARGES	TOTAL AMT. RECEIVED		CREDIT RENT ONLY	CREDIT ALL OTHER	BALANCE DUE	RECEIPT NO.
		FROM MO DA	TO MO DA		CASH	CHECK				
	CK# 801 REBATE FOR AUG			5 00						
	CK# 916 REBATE FOR SEPT			5 00						
2 9	LIKEESHA JONES				17 00	✓		17 00	3	061172
	CK# REBATE FOR FEB			27 00						
	CK# 1575 REBATE FOR MAR			27 00						
	CK# 1679 REBATE FOR APR			27 00						
	CK# 1770 REBATE FOR MAY									
	CK# REBATE FOR JUNE									
	CK# 1963 REBATE FOR JULY			27 00						

Jackie Bush
Jackie Bush

Likeesha Jones
Likeesha Jones
Likeesha Jones
Likeesha Jones
Likeesha Jones

LEASE AMENDMENT

Ms. Likeesha Jones
Bldg: 00 Unit: 00011E
P. O. Box 629
Starkville, MS 39759-

Dear Ms. Likeesha Jones:

This is to notify you that on the basis of our recent review of your income and family composition, your monthly rent has been adjusted as follows:

Contract Rent	\$	389
Utility Allowance	\$	57
Assistance Payment	\$	429.
Total Tenant Payment	\$	17
Tenant Rent	\$	0

The new rent is effective with the rent due for the month of 02/01/94 . This notification amends Paragraph 3 of your lease agreement which sets forth the amount of rent you pay each month. All other provisions of your lease remain in full force and effect. The next scheduled recertification is 02/01/95.

Attached for your records is a copy of the Form 50059 Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures and applicable worksheet(s). You should substitute these forms in place of the previous 50059 and worksheet(s) which are attached to your lease. The 50059 shows you the income we used to calculate your new rent and the amount of rental assistance, if any, that HUD pays monthly on your behalf.

The next scheduled recertification is 02/01/95. By signing below, you acknowledge that you have been informed by this INITIAL NOTICE of when your next scheduled recertification is and understand your responsibility to respond to a Reminder Notice that will be sent to you approximately 90 days prior to the next scheduled recertification. If you do not respond to the Reminder Notice by 1/10/95, your lease gives us the right to raise your rent.

You may call me at (601)-323-8116 if you wish to arrange a meeting to discuss the above. Thank you for your cooperation.

Sincerely,

Accepted:

K. L. Brooks
Occupancy Manager


Head of Household

Spouse/Co-Head

OWNER'S CERTIFICATION OF COMPLIANCE
WITH HUD'S TENANT ELIGIBILITY
AND RENT PROCEDURES

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner
OMB No. 2502-0204 (Exp. 9-30-93)

Important: Read instructions Appendix 1 HDBK 4350.3

Part I - GENERAL INFORMATION

1. Effective Date: 02/01/94 2. Move-In Date: 02/01/93 3a. Action: 4-Annual
3. Project Name: BROOKVILLE 3b. Action:
4. Project No.: 06535014 5. Section 8 Contract: NS26M000041
7a. Type of Subsidy: 1-Section 8
7b. Is this the type of subsidy the
Family is now receiving? Yes
9a. Date 8b. Was Head or Spouse 9c. Has Family received 9a. Race 9b. Ethnicity 10. Previous 11. Displace- 12. Preference
Code age 62 or older at Section 8 continuously of Head of Head Housing Code ment Code Code
[] time of conversn? [] since being converted? [] [2] [2] [] [] []

Part II - HOUSEHOLD COMPOSITION

13. Fam. Mbr.	14. Last Name	14b. First Name	14c. NI	15. Relationship	16. Sex	17. Date of Birth	18. Age	19. Spec Status	20. S.S. or Alien Reg.	21. Elig Code	22. Place of Birth	23. Occupation
Head	JONES	LIKEESHA	R	H-HEAD	F	12/30/72	21		426279000			N/A
2	LUCIOUS	LOU-QUAN	D	C-DAUGHTER	F	09/11/92	1		587737275			
3												
4												
5												
6												
7												
8												
9												

24a. Number of Family Members: 2 24b. Number of Foster Children & Attendants: 0 25. Number of Dependents: 1

Part III - FAMILY ASSETS AND INCOME

26a. Type of Assets	26b. Value C/I	26c. Value of Assets	26d. Actl Income
26e. TOTALS:	0	0	0
27. Imputed Income (3.690%)		\$ N/A	

Part IV - ALLOWANCES AND ADJ INCOME

36. Allowance for Dependents	\$ 480	47. Welfare Rent	\$ 0
37. Child Care Allowance	\$ 0	48. HCDA Percentage	30%
38. 3% of Annual Income	\$ 35	49. HUD Worksheet	E
39a. Total Handicap Expenses	\$ 0	50. Total Tenant Payment	\$ 17
39b. Allowances for Handicap	\$ 0	51. Tenant Rent	\$ 0
40a. Total Medical Expenses	\$ 0	52. Utility Reimbursement	\$ 40
40b. Allowance for Medical	\$ 0	53. Assistance Payment	\$ 429
41. Elderly Allowance	\$ 0	54. % Adjusted Income	30.00%
42. Total Allowances	\$ 480	55. Did HURRA affect Rent?	No
43. Adjusted Income	\$ 672		

Part VII - UNIT ASSIGNMT/RECERT INFO

28. Mbr.	28a. Care	28b. Wage Income	28c. Soc. Sec., etc	28d. Pub Assist.	28e. Other	44. Contract Rent	45. Utility Allowance	46. Gross Rent	56. Next Recert Effective:	57. Number of Bedrooms	58. Building ID Code	59. Unit Number
1		0	0	1152	0	\$ 380	\$ 57	\$ 446	02/01/95	[1]	[]	00 00011E

Part VIII - CERTIFICATIONS - SIGN ONLY AFTER READING THE STATEMENT THAT APPLIES TO YOU ON THE COVER FLAP.

29. Income w/o Assets	1152	33. Universe Post-1981	
30. Income frm Assets	0	34. Status: Very Low	
31. Annual Income	1152	35a. Did tenant begin receiving Sect 8 on or after 7/1/84?	
32a. Lower Limit b. Very Low	\$12000 \$12000	35b. Exception Code []	

Head of Household
Likeesha Jones
Spouse / Co-Head

Date
Feb 23, 94
Date

Owner / Agent

Date

OWNER'S CERTIFICATION OF COMPLIANCE
WITH HUD'S TENANT ELIGIBILITY
AND RENT PROCEDURES

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner
OMB No. 2502-0204 (Exp. 9-30-93)

Important: Read instructions Appendix I HDBK 4350.3

Part I - GENERAL INFORMATION

1. Effective Date: 02/01/94 2. Move-In Date: 02/01/93 6a. Action: 4-Annual 7a. Type of Subsidy: 1-Section 8
3. Project Name: BROOKVILLE 6b. Action: 7b. Is this the type of subsidy the
4. Project No.: 06535014 5. Section 8 Contract: MS28H000041 Family is now receiving? Yes
8a. Date 8b. Was Head or Spouse 8c. Has Family received 9a. Race 9b. Ethnicity 10. Previous 11. Displace- 12. Preference
Code age 62 or older at Section 8 continuously of Head of Head Housing Code ment Code Code
[] time of conversn? [] since being converted? [] [2] [] [] []

Part II - HOUSEHOLD COMPOSITION

13. Fam. 14. 14b. 14c. 15. 16. 17. Date 18. 19. Spec 20. S.S. or 21. Elig 22. 23.
Mbr. Last Name First Name MI Relationship Sex of Birth Age Status Alien Reg. Code Place of Birth Occupation
Head JONES LIKEESHA R H-HEAD F 12/30/72 21 426279000 N/A
2 LUCIOUS LOU-QUAN D C-DAUGHTER F 09/11/92 1 587737275
3
4
5
6
7
8
9

24a. Number of Family Members: 2 24b. Number of Foster Children & Attendants: 0 25. Number of Dependents: 1

Part III - FAMILY ASSETS AND INCOME

Part IV - ALLOWANCES AND ADJ INCOME

Part VI - RENT AND SUBSIDY INFO

26a. Type of Assets	26b. Value of Assets	26c. Value of Assets	26d. Actl Income	36. Allowance for Dependents \$ 480	47. Welfare Rent \$ 0
				37. Child Care Allowance \$ 0	48. HCDA Percentage 30%
				38. 3% of Annual Income \$ 35	49. HUD Worksheet E
				39a. Total Handicap Expenses \$ 0	50. Total Tenant Payment \$ 17
				39b. Allowances for Handicap \$ 0	51. Tenant Rent \$ 0
				40a. Total Medical Expenses \$ 0	52. Utility Reimbursement \$ 40
				40b. Allowance for Medical \$ 0	53. Assistance Payment \$ 429
				41. Elderly Allowance \$ 0	54. % Adjusted Income 30.00%
26e. TOTALS: 0			0	42. Total Allowances \$ 480	55. Did HURRA affect Rent? No
27. Imputed Income (3.600%)			\$ N/A	43. Adjusted Income \$ 672	

Part VII - UNIT ASSIGNMT/RECERT INFO

28. Mbr. Care	28a. Wage Income	28b. Soc. Sec., etc	28c. Pub Assist.	28d. Other	28e.	44. Contract Rent \$ 389	56. Next Recert Effective: 02/01/95
1	0	0	1152	0		45. Utility Allowance \$ 57	57. Number of Bedrooms [1]
						46. Gross Rent \$ 446	58. Building ID Code []
							59. Unit Number 00 00011E

Part VIII - CERTIFICATIONS - SIGN ONLY AFTER READING THE STATEMENT THAT APPLIES TO YOU ON THE COVER FLAP.

29. Income w/o Assets	1152	33. Universe Post-1981	Head of Household	Date
30. Income from Assets	0	34. Status: Very Low	<i>Likeesha Jones</i>	2/23/94
31. Annual Income	1152	35a. Did tenant begin receiving Sect 8 on	Spouse / Co-Head	Date
32a. Lower Limit	\$19200	or after 7/1/84?		
b. Very Low	\$12000	35b. Exception Code []	Owner / Agent	Date

Doob
9/29/12

OWNER'S CERTIFICATION OF COMPLIANCE
WITH HUD'S TENANT ELIGIBILITY
AND RENT PROCEDURES

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner
OMB No. 2502-0204 (Exp. 9-30-93)

Important: Read instructions Appendix 1 HDBK 4350.3

Part I - GENERAL INFORMATION

1. Effective Date: 02/01/94 2. Move-In Date: 02/01/93 6a. Action: 4-Annual 7a. Type of Subsidy: 1-Section 8
3. Project Name: BROOKVILLE 6b. Action: 7b. Is this the type of subsidy the
4. Project No.: 06535014 5. Section 8 Contract: NS26HG00041 Family is now receiving? Yes
6a. Date 8b. Was Head or Spouse 8c. Has Family received 9a. Race 9b. Ethnicity 10. Previous 11. Displace- 12. Preference
Code age 62 or older at Section 8 continuously of Head of Head Housing Code ment Code Code
[] times of conversn? [] since being converted? [] [2] [2] [] [] []

Part II - HOUSEHOLD COMPOSITION

13. Fam. Mbr.	14. Last Name	14b. First Name	14c. MI	15. Relationship	16. Sex	17. Date of Birth	18. Age	19. Spec Status	20. S.S. or Alien Reg.	21. Elig Code	22. Place of Birth	23. Occupation
Head	JONES	LIKEESHA	R	H-HEAD	F	12/30/72	21		426279000			N/A
2	LUCIOUS	LOU-QUAN	D	C-DAUGHTER	F	09/11/92	1		587737275			
3												
4												
5												
6												
7												
8												
9												

24a. Number of Family Members: 2 24b. Number of Foster Children & Attendants: 0 25. Number of Dependents: 1

Part III - FAMILY ASSETS AND INCOME

Part IV - ALLOWANCES AND ADJ INCOME

Part VI - RENT AND SUBSIDY INFO

26a. Type of Assets	26b. Value C/I	26c. Value of Assets	26d. Actl Income	36. Allowance for Dependents	37. Child Care Allowance	38. 3% of Annual Income	39a. Total Handicap Expenses	39b. Allowances for Handicap	40a. Total Medical Expenses	40b. Allowance for Medical	41. Elderly Allowance	42. Total Allowances	43. Adjusted Income	47. Welfare Rent	48. HCDA Percentage	49. HUD Worksheet	50. Total Tenant Payment	51. Tenant Rent	52. Utility Reimbursement	53. Assistance Payment	54. % Adjusted Income	55. Did HURRA affect Rent?	
				\$ 480	\$ 0	\$ 35	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 480	\$ 672	\$ 0	30%	E	\$ 17	\$ 0	\$ 40	\$ 429	30.00%	No	
26a. TOTALS:	0	0	0																				
27. Imputed Income (3.690%)			\$ N/A																				

Part V - PROJECT RENT INFORMATION

Part VII - UNIT ASSIGNMT/RECERT INFO

28. Mbr. Care	28a. Wage Income	28b. Soc. Sec., etc	28c. Pub Assist.	28d. Other	44. Contract Rent	45. Utility Allowance	46. Gross Rent	56. Next Recert Effective:	57. Number of Bedrooms	58. Building ID Code	59. Unit Number
1	0	0	1152	0	\$ 389	\$ 57	\$ 446	02/01/95	[1]	[]	00 00011E

Part VIII - CERTIFICATIONS - SIGN ONLY AFTER READING THE STATEMENT THAT APPLIES TO YOU ON THE COVER FLAP.

28f. Total	29. Income w/o Assets	30. Income frm Assets	31. Annual Income	32a. Lower Limit	32b. Very Low	33. Universe Post-1981	34. Status: Very Low	35a. Did tenant begin receiving Sect 8 on or after 7/1/84?	35b. Exception Code []	Head of Household	Date
0	0	0	1152	\$19200	\$12000					<i>Likeesha Jones</i>	2/23/94
										Spouse / Co-Head	Date
										Owner / Agent	Date

D.P.B.
9/29/10

Easy Worksheet for Computi...
 Total Tenant Payment/Tenant Rent
 (All Programs)

U.S. Department of Housing
 and Urban Development
 Office of Housing
 Federal Housing Commissioner
 OMB No. 2502-0204 (Exp. 4-30-90)

Important: Read Appendix 2 HDBK 4350.3

Name of Tenant JONES, LIKEESHA R	Name of Project BROOKVILLE	Unit Number 00 00011E
-------------------------------------	-------------------------------	--------------------------

**** Part A - Compute the Total Tenant Payment / Tenant Rent ****
 Complete only 1 Section. Select the Section that applies to the type of subsidy

Section 8 / RAP Tenants		Rent Supplement Tenants	
A-1 [96] Monthly Income (31/12)		A-1 [////] Monthly Income (31/12)	
A-2 [56] Monthly Adj Income (43/12)		A-2 [] Monthly Adj Income (43/12)	
A-3 [30] HCDA Percentage (48)		A-3 [] HCDA Percentage (48)	
A-4 [17] Monthly Adj x HCDA (A2*A3)		A-4 [] Gross Rent (46)	
A-5 [10] 10% x Monthly Inc. (A1*.10)		A-5 [] 30% x Gross Rent (A4*.30)	
A-6 [0] Welfare Rent		A-6 [] Monthly Adj x HCDA (A2*A3)	
A-7 [17] Total Tenant Payment (TTP) (Enter largest of A4, A5, or A6)		A-7 [] Total Tenant Payment (TTP) (Enter larger of A5 or A6)	

* Go To Part B *

*If this is MoveIn or Initial, Tenant is eligible ONLY if TTP is less than 90% of Gross Rent - ie A7 < (.90 * A4)
* Go To Part B *

Section 236 Tenants			
No Utility Allowance		Utility Allowance	
A-1 [////] Monthly Income (31/12)		A-1 [////] Monthly Income (31/12)	
A-2 [] Monthly Adj Income (43/12)		A-2 [] Monthly Adj Income (43/12)	
A-3 [] HCDA Percentage (48)		A-3 [] HCDA Percentage (48)	
A-4 [] Monthly Adj x HCDA (A2*A3)		A-4 [] Monthly Adj x HCDA (A2*A3)	
A-5 [] *Basic Rent (44)		A-5 [] *Utility Allowance (45)	
A-6 [] *Market Rent (frm Schedule)		A-6 [] A4 minus A5	
A-7 [] Tenant Rent (Enter larger, of A4, A5 but not more than A6)		A-7 [] *Basic Rent (44)	
		A-8 [] Higher of A6 or A7	
		A-9 [] Minimum Rent (25% of A2)	
		A-10 [] *Market Rent (frm Schedule)	
		A-11 [] Tenant Rent (Enter the larger of A8 or A9 but not > A10)	

* Go To Part B *

* Note: Use the Rents and Utility Allowance as of Date Tenant Rent is Effective

**** Part B - Transfer this Worksheet Data to the HUD-50059 ****

Enter the Answer from Part A in:	Item No.
- Section 236 Tenants	51
- All Other Tenants	50
Enter HCDA Percentage from A3 in	54
Check "No" in	55

Prepared By (Name and Date) | Supervisory Review By (Initials and Date)

D.D
9/29/71

BROOKVILLE GARDENS APARTMENTS

POST OFFICE BOX 629

STARKVILLE, MISSISSIPPI 39759

TELEPHONE 323-8116

IMPORTANT! - ALL ITEMS BELOW MUST BE CHECKED WITH EITHER A YES OR A NO. READ EACH QUESTION CAREFULLY.

FEDERAL PREFERENCES:

(1) INVOLUNTARILY DISPLACED:

- (a) I have (within the last 6 mos.) been displaced as a result of a disaster such as a fire, flood, hurricane, tornado, etc. and my housing unit is uninhabitable and I am not living in standard permanent replacement housing. Yes No
- (b) I have been (within the last 6 mos.) or will be displaced by governmental action such as a Notice to Move given by the United States, a State Agency, a City Agency, or a County Agency due to a Code enforcement, public improvement or a Development program. Yes No
- (c) I have been notified (within the last 6 mos.) by a property owner or owner's agent that I must vacate my housing unit where:
(1) The reason for the action is beyond my ability to control or prevent, and (2) The action occurs or will occur despite my having met all previously imposed conditions of occupancy, and (3) The vacate notice is due to something other than a rent increase. **EVICTIONS FOR LEASE VIOLATIONS OR NON-PAYMENT OF RENT DOES NOT QUALIFY.** Yes No
- (d) I am involuntarily displaced: (1) I vacated (within the last 6 mos.) due to actual or threatened physical violence directed against me or one or more members of my family by my spouse or another member of my household; or (2) I am living in a housing unit with such an individual who engages in such violence. Yes No *I was living with my boyfriend I had some problem with my grandmother, and she said she wanted me out.*

(2) LIVING IN SUBSTANDARD HOUSING: *I'm trying hard to find some place for me + my child to stay*

- (a) My present housing is dilapidated and does not provide safe and adequate shelter and its condition endangers the health, safety or well being of my family. Yes No
- (b) My present housing unit does have operable indoor plumbing. Yes No (NOTE: This says does have.)
- (c) My present housing unit does have a usable flush toilet inside the unit for the exclusive use of my family. Yes No
- (d) My present housing unit does have a usable bathtub or shower for the exclusive use of my family. Yes No
- (e) My present housing unit does have electricity or adequate and safe electrical service. Yes No
- (f) My present housing unit does have a safe and adequate source of heat. Yes No
- (g) My present housing unit should have and does have a kitchen. Yes No
- (h) My present housing unit has been declared (within the last 6 mos.) unfit for habitation by an agency or department of the government. Yes No

(OVER - PLEASE)

06098
9/29/10

(1) I am homeless. That is, (1) I lack a fixed, regular, and adequate nighttime residence, or (2) I presently have a primary nighttime residence that is a supervised public/private shelter providing temporary accommodations, or is an institution providing temporary residence for individuals intended to be institutionalized, for a public/private place not ordinarily used as a sleeping accommodation for human beings. Yes No

(3) PAYING MORE THAN 50% OF FAMILY INCOME FOR RENT & UTILITIES

(If qualified, you must apply under either (a) or (b) below.)

(a) The actual amount due under a written Lease or a written Occupancy Agreement per month for Rent is \$____ and additionally I am responsible to pay monthly bills for _____ and _____ (Place a check next to all of the utilities for which you must pay a monthly bill). I request that the Housing Authority make a reasonable estimate of the cost of such utilities. I am presently living in a _____ bedroom unit. My total monthly income is \$____. I am applying under this? Yes No

(b) The actual amount due under a written Lease or a written Occupancy Agreement per month for Rent is \$____. I am living in a _____ bedroom unit and I am presently paying a monthly average of _____ months bills in the following amounts: \$____ for Electricity, \$____ for Water, and \$____ for Gas, Telephone and T.V. Cable Bills do not qualify as a Utility. The average total that I pay for Rent and Utilities is \$____. I am applying under this? Yes No

CERTIFICATION OF APPLICANT APPLYING FOR THE FEDERAL PREFERENCE

WE DO HEREBY CERTIFY THAT AS INDICATED ABOVE, WE ARE ENTITLED TO A FEDERAL PREFERENCE AND WE ARE HEREBY APPLYING FOR SAME. WE UNDERSTAND THAT PRIOR TO RECEIVING THE PREFERENCE, WE WILL BE REQUIRED TO FURNISH DOCUMENTED PROOF AS REQUESTED BY THE HOUSING AUTHORITY. DATED THIS THE _____ DAY OF _____, 19____.

NAME: _____
 ADDRESS: _____
 PHONE: _____
 (Please print)

Signature of Head of Household
 Signature of Spouse (if any)

CERTIFICATION OF APPLICANT WHO DOES NOT FEEL THEY ARE ELIGIBLE FOR ANY PREFERENCE

WE HAVE ANSWERED ALL OF THE QUESTIONS ABOVE BUT DO NOT FEEL AS THOUGH WE QUALIFY FOR ANY PREFERENCE WHATSOEVER. WE ARE RETURNING THIS FORM AND REQUESTING THAT YOU KEEP THE APPLICATION ON FILE FOR HOUSING ASSISTANCE.

DATED THIS THE JAN DAY OF 07, 1998

NAME: Lukeesha Jones
 ADDRESS: 104 Harlem
 PHONE: 203-7861
 (please print)

Signature of Head of Household: Lukeesha Jones
 Signature of Spouse (if any): N/A

FOR PHA USE ONLY
 ACCORDING TO THE ABOVE RESPONSES THIS APPLICANT IS () IS NOT () QUALIFIED FOR A FEDERAL PREFERENCE.

REVIEWED BY: _____ DATE: _____

DDG
9/29/1

INSTRUCTIONS

APPLICATION FOR RESIDENCY AND SUPPLEMENTAL DATA SHEET

Each prospective tenant family must complete this form, including signature and date, prior to any consideration being given to its occupancy.

When the form has been completed in its entirety and returned to the office of the complex, the office personnel must, on the reverse of the form, enter the date and time that the application is received, size and type of unit needed, and, if applicable, the proposed move-in date.

The remainder of the form is to be completed by on-site management when a decision has been made as to whether or not this family meets all tenant selection criteria.

The supplemental data sheet will assist you in obtaining the necessary verifications of income and deductions to be allowed.

Once a family occupies a unit, the application is permanently placed in that family's tenant file folder.

The applications for families who are acceptable for occupancy, but appropriate unit size is not available, should be filed with your waiting list.

Disapproved applications, with reason for rejection noted on the application, must be kept on file for at least three (3) years.

NOTICE TO VACATE

NAME Lester James
ADDRESS 11 E Brookville Court
Stamville, MS. 39759

You are hereby notified that your lease is being cancelled and therefore you will be required to vacate the premises that you now occupy within thirty (30) days from this date Jan 25, '94, or in no event later than Feb. 25, '94. This Notice is provided by the Regulation of the Secretary at Code 24 of Federal Regulations, Part 450. If a judicial proceeding for eviction is instituted, the tenant may present a defense.

Reasons for Eviction and Cancellation of the Lease:

(Specify exact reasons, using Lease paragraphs where possible and dates)

- ① Persons or persons living in unit who are not on lease. (see attached.)
- ② Continually disturbing the peace of neighbors with loud noise

You will be required, nevertheless, to pay your monthly rent, if any, for the time spent in the apartment prior to your leaving and any other charges which may be assessed in the Lease Agreement which is now in effect.

Done this 25 day of Jan, 19 94.

SOUTHLAND MANAGEMENT CORPORATION
Managing Agent for:

Brookville Garden, Inc.

BY: [Signature]
(Resident Manager)

cc: Regional Manager

SERVICE DATA

Hand Delivered	<u>1/25/94</u> (date)	<u>[Signature]</u> (person given to or where placed)	<u>[Signature]</u> (delivered by)
Mailed	_____ (date)	_____ (from where mailed)	_____ (mailed by)

SMC 7/79

D.B.D
9/29/08

Brookville Garden Apartments, Inc.
 P.O. Office, Box 620
 Starkville, Miss. 39750
 Telephone 323-8116

APPLICATION FOR RESIDENCY

January 07, 1993
 Date

This application and the contents therein will be used only for application consideration and will remain confidential. Your acceptance is based, in part, on this information. Any false statement could cause refusal.

Please complete each item which applies to you and/or any member of your household.

GENERAL INFORMATION

Name of Head of Household Likeasha Renele Jones
 First Middle Last

Date of Birth 11/21/1970 Male Female Married Single Social Security No. 4826-27-9000
 No Day Yr.

Name of Spouse N/A Date of Birth: N/A Social Security No. N/A

Present Address: 104 1/2 Harlem Starkville MS 39752
 Street & No. City State Zip Code

How long at this address? 20 Yrs Own Rent Telephone No. 306-7501

Name of Landlord (if renting) N/A Telephone No. N/A Monthly Rent \$ N/A

If you have lived at present address less than 2 years, list your previous address: N/A Own N/A Rent N/A
 Street & No. City State

Are your present living quarters considered to be substandard? Yes No

Are you being displaced by governmental action? Yes No

If "Yes", do you have a certificate of displacement from the local authority? Yes No N/A

Have you ever been refused or evicted from an apartment or rental housing? Yes No If yes, where? N/A

Name of nearest relative not living with you Gracie Jones
 Relationship Mother 104 1/2 Harlem St Starkville MS 39752
 Their Street Address City State Zip Code

How many cars do you own? NONE Number Other Vehicles? N/A Number

Have you, or any household member, even been arrested? Yes No

If "Yes", what was the charge? N/A Date N/A

Does any member of your household have a permanent illness or handicap? If so, what? daughter has sickle cell anemia

DD
9/29/10

Are you a Citizen of the United States of America? Yes No If Yes, can you provide proof? Birth Certificate Naturalization Papers

List all persons, including yourself, who will occupy the apartment.

Name	Age	Date of Birth	Relationship to Head
JAMES	20	12-30-78	Head
Quana Lucious	3 months	09-11-92	daughter

Is there a family member, 18 years of age or older, other than you or your spouse, who is a full-time student? Yes No

If Yes, list name of family member and school N/A

REFERENCES

Name	Street Address	City & State	Telephone Number
Bank	State Bank	305 University Dr.	Starkville, MS
Business	None	207 N. Washington	Starkville, MS
Business			
Personal	Becky Sue McGillberg	1303 Nottingham Rd.	Starkville, MS

FINANCIAL INFORMATION

How many members of your household, who are 18 years of age or older, including yourself, are employed? ~~3~~ ONE Number. For each employed member, complete the items shown below:

Name of Family Member	Employer's Name, Address and Telephone Number	Position Held	Gross Monthly Salary	How Long Employee
Likeasha Jones	701 Hwy 12 W	COOK	very low	Nov 11-12-92

How many members of your household receive Social Security, ADC, SSI, or other benefits? 2 Number. List all benefits received below:

Family Member	Type of Benefit Received	Monthly amount of Benefit	How long has it been received
Quana Lucious	ADC	\$96.00	Nov 11-12-92
Likeasha Jones	Food stamps	\$203.00	Nov 11-12-92

09913
D.D
9/29/92

Do you own any property, stocks, bonds, savings accounts, or other assets?

Yes _____ No X If "yes", list the assets: N/A

If you own property, is it rented? Yes _____ No X If "yes", what is the monthly income you receive? \$ N/A

Do you, or any family member, have medical expenses of a recurring nature, which are not paid by Medicare, Medicaid, or other hospitalization insurance? Yes _____ No X

Do you pay for hospitalization insurance (other than Medicare)? Yes _____ No X

If "yes", give name of company and monthly, quarterly or annual premium.

Name of Company N/A Premium Cost \$ N/A per N/A

Do you have child care expenses? Yes X No _____

I certify that the above information is true and complete to the best of my knowledge. I understand I acquire no rights in an apartment until (1) approval and acceptance of this application, (2) I sign a lease in the form submitted to me and make a security deposit, in the amount required under existing regulations, on the apartment I have selected (which deposit is to be held as long as I occupy an apartment in this complex) and (3) pay rent in advance before occupancy of the apartment.

I understand that this application will remain in the active file for _____ days only.

Luberska Jones 1-7-90 Applicant Date Luberska Jones 1-7-90 Applicant Date

DO NOT WRITE BELOW THIS LINE

Date Application Received _____ Credit Information: _____

Time Application Received _____

Size Unit Needed _____

Handicapped Unit Yes _____ No _____ Applicant: Approved _____

Proposed Move-In Date _____ Disapproved _____

Reason: _____

BY: _____

Date: _____

Doato
9/29/10

INSTRUCTIONS

APPLICATION FOR RESIDENCY AND SUPPLEMENTAL DATA SHEET

Each prospective tenant family must complete this form, including signature and date, prior to any consideration being given to its occupancy.

When the form has been completed in its entirety and returned to the office of the complex, the office personnel **must**, on the reverse of the form, enter the **date and time** that the application is received; size and type of unit needed, and, if applicable, the proposed move-in date.

The remainder of the form is to be completed by on-site management when a decision has been made as to whether or not this family meets all tenant selection criteria.

The supplemental data sheet will assist you in obtaining the necessary verifications of income and deductions to be allowed.

Once a family occupies a unit, the application is permanently placed in that family's tenant file folder.

The applications for families who are acceptable for occupancy, but appropriate unit size is not available, should be filed with your waiting list.

Disapproved applications, with reason for rejection noted on the application, must be kept on file for at least three (3) years.

DDJ
9/29/10

Brookville Garden Apartments, Inc.
Post Office Box 629
Starkville, MS 39759
Telephone 323-8116

APPLICATION FOR RESIDENCY

Feb. 9, 92

DATE

This application and the contents therein will be used only for application consideration and will remain confidential. Your acceptance is based, in part, on this information. Any false statement could cause refusal.

Please complete each item which applies to you and/or any member of your household.

GENERAL INFORMATION

Name of Head of Household Likeasha Renele Jones
First Middle Last

Date of Birth: 12 30 72 Social Security No. 426-27-9000
Mo Day Yr

Male _____ Female Married _____ Single Separated _____

Name of Spouse/Friend _____ Date of Birth _____ Social Security No. _____

Present Address Rt. 1 Box 241A Starkville MS 39759
Street & No. City State Zip Code

How long at this address? 2 Wks Own N/A Rent N/A Telephone No. N/A

Name of Landlord N/A Telephone No. N/A Monthly Rent \$ N/A
(if renting)

If you have lived at present address less than 2 years, list your previous address:
104 Harlem Starkville MS Own N/A Rent N/A
Street & No. City State

Are your present living quarters considered to be substandard? Yes _____ No

Are you being displaced by governmental action: Yes _____ No

If "Yes," do you have a certificate of displacement from the local authority? Yes _____ No N/A

Have you ever been refused or evicted from an apartment or rental housing: Yes _____ No

If yes, where? N/A

Name of nearest relative not living with you Bracie Jones Relationship Mother
104 1/2 Harlem St. Starkville MS 39759
Their Street Address City State Zip Code

How many cars do you own? none Number _____ Other vehicles? _____ Number _____

Are you a registered voter: Yes No _____

Have you, or any household member, ever been arrested? Yes No _____

If "Yes," what was the charge? Public Drunk Date I don't know

Does any member of your household have a permanent illness or handicap or been institutionalized? If so, what and why?
NO

Have you, or any household member ever used drugs? Yes _____ No

Do you or any member have a drug problem? Yes _____ No

00016
D.D
9/29/10

Are you a citizen of the United States of America? Yes No If "yes," can you provide proof?

Birth Certificate yes Naturalization Papers _____

List all persons, including yourself, who will occupy the apartment:

Must have birth certificate and social security card for persons listed below.

Name	Social Security #	Date of Birth	Relationship to Head Head
Likeesha Jones	426-27-9000	12/30/92	self
Lou-Quan Lucious		9-11-92	daughter

Is there a family member, 18 years of age or older, other than you or your spouse, who is a full-time student: Yes No
 If "Yes," list name of family member and school N/A

REFERENCES

	Name	Street Address	City & State	Telephone No.
Bank	Deposit Guaranty	300 University Dr.	Starkville, MS	3-5155
Business	Prairie App. Inc.	201 N. Washington	Starkville, MS	3-1703
Business				
Personal	Grace Jones	104 1/2 Harlem St.	Starkville, MS	3-1826

FINANCIAL INFORMATION

How many members of your household, who are 18 years of age or older - including yourself, are employed? None Number.

For each employed member, full or part-time, complete the items shown below:

Name of Family Member	Employer's Name, Add. & Tel. No.	Position Held	Gross Mo. Salary	How long Employed
<u>N/A</u>				

How many members of your household receive Social Security, AFDC, SSI, Child Support, or other benefits? 1 Number. List all benefits received below:

Family Member	Type of Benefit Received	Mthly. Amt. of Benefit	How long has it been received
Likeesha Jones	AFDC, Food stamps	96.00 203.00	Sept. 91
	AFDC	96.00	Sept. 91
	Food stamps	203.	Jan. 91

DDA
9/29/10

Do you own any property, stocks, bonds, savings accounts, or other assets? Yes _____ No

If "Yes," list the assets: N/A

If you own property, is it rented? Yes _____ No If "Yes," what is the monthly income you receive? \$ N/A

Do you, or any family member, have medical expenses of a recurring nature, which are not paid by Medicare, Medicaid, or other hospitalization insurance? Yes _____ No

Do you pay for hospitalization insurance (other than Medicare)? Yes _____ No

If "Yes," give name of company and monthly, quarterly, or annual premium.

Name of Company N/A Premium Cost \$ N/A per _____

Do you have child care expenses? Yes No _____

Are you pregnant? Yes _____ No

If so, expected date of delivery N/A

I certify that the above information is true and complete, to the best of my knowledge. I understand I acquire no rights in an apartment until (1) approval and acceptance of this application, (2) I sign a lease in the form submitted to me and make a security deposit, in the amount required under existing regulations, on the apartment I have selected, (which deposit is to be held as long as I occupy an apartment in this complex) and, (3) pay rent in advance before occupancy of the apartment.

I understand that this application will remain in the active file for _____ days only.

Lakesha Jones 2/9/23 Lakesha Jones 2/9/23
Applicant Date Applicant Date

DO NOT WRITE BELOW THIS LINE

Date Application Received _____ Credit Information: _____

Time Application Received _____

Size Unit Needed _____

Handicapped Unit Yes _____ No _____ Applicant: Approved _____ Disapproved _____

Proposed Move-In Date: _____ Reason: _____

BY: _____

Date: _____

D.D.B
9/29/10

BROOKVILLE GARDENS APARTMENTS

Post Office Box 629
Starkville, Mississippi 39759
Telephone 323-8116

**IMPORTANT!!! — ALL ITEMS BELOW MUST BE CHECKED WITH EITHER A YES OR A NO.
READ EACH QUESTION CAREFULLY.**

FEDERAL PREFERENCES:

(1) INVOLUNTARILY DISPLACED:

- (a) I have (within the last 6 months) been displaced as a result of a disaster such as a fire, flood, hurricane, tornado, etc., and my housing unit is uninhabitable and I am not living in standard permanent replacement housing.
() Yes (X) No
- (b) I have been (within the last 6 months) or will be displaced by governmental action such as a Notice to Move given by the United States, a State Agency, a City Agency, or a County Agency due to a Code enforcement, public improvement or a Development program.
() Yes (X) No
- (c) I have been notified (within the last 6 months) by a property owner or owner's agent that I must vacate my housing unit where: (1) The reason for the action is beyond my ability to control or prevent; and (2) The action occurs or will occur despite my having met all previously imposed conditions of occupancy; and (3) The vacate notice is due to something other than a rent increase. **EVICTIONS FOR LEASE VIOLATIONS OR NON-PAYMENT OF RENT DOES NOT QUALIFY.**
() Yes (X) No
- (d) I am involuntarily displaced: (1) I vacated (within the last 6 months) due to actual or threatened physical violence directed against me or one or more members of my family by my spouse or another member of my household; or (2) I am living in a housing unit with such an individual who engages in such violence.
(X) Yes () No

(2) LIVING IN SUBSTANDARD HOUSING:

- (a) My present housing is dilapidated and does not provide safe and adequate shelter and its condition endangers the health, safety, or well being or my family. () Yes (X) No
- (b) My present housing unit does have operable indoor plumbing. (X) Yes () No
(NOTE: This says **does have.**)
- (c) My present housing unit does have a usable flush toilet inside the unit for the exclusive use of my family. (X) Yes () No
- (d) My present housing unit does have a usable bathtub or shower for the exclusive use of my family. (X) Yes () No
- (e) My present housing unit does have electricity or adequate and safe electrical service.
(X) Yes () No
- (f) My present housing unit does have safe and adequate source of heat. (X) Yes () No
- (g) My present housing unit should have and does have a kitchen. (X) Yes () No
- (h) My present housing unit has been declared (within the last 6 months) unfit for habitation by an agency or department of the government. () Yes (X) No
- (i) I am "homeless." That is (1) I lack a fixed, regular, and adequate nighttime residence; or (2) I presently have a primary nighttime residence that is a supervised public/private shelter providing temporary accommodations, or is an institution providing temporary residence for individuals, intended to be institutionalized, or a public/private place not ordinarily used as a sleeping accommodation for human beings. (X) Yes () No

(OVER—PLEASE)

100979
9/29/10

(3) PAYING MORE THAN 50% OF FAMILY INCOME FOR RENT & UTILITIES: (If qualified, you must apply under either (a) or (b) below.

- (a) The actual amount due under a written Lease or a written Occupancy Agreement per month for Rent is \$_____ and additionally I am responsible to pay monthly bills for: () Electricity () Water () Gas. (Place a check next to all of the utilities for which you must pay a monthly bill.) I request that the Housing Authority make a reasonable estimate of the cost of such utilities. I am presently living in a _____ bedroom unit. My Total Monthly Income is \$_____. I am applying under this? () Yes () No
- (b) The actual amount due under a written lease or a written Occupancy Agreement per month for Rent is \$_____. I am living in a _____ bedroom unit and I am presently paying a monthly average of 12 months bills in the following amounts: \$_____ for Electricity; \$_____ for Water, and \$_____ for Gas. The average total that I pay for Rent and Utilities is \$_____. Telephone and TV Cable Bills do not qualify as a Utility. I am applying under this? () Yes () No

CERTIFICATION OF APPLICANT APPLYING FOR THE FEDERAL PREFERENCE:

WE DO HEREBY CERTIFY THAT, AS INDICATED ABOVE, WE ARE ENTITLED TO A FEDERAL PREFERENCE AND WE ARE HEREBY APPLYING FOR SAME. WE UNDERSTAND THAT PRIOR TO RECEIVING THE PREFERENCE, WE WILL BE REQUIRED TO FURNISH DOCUMENTED PROOF, AS REQUESTED BY THE HOUSING AUTHORITY.

DATED THIS THE _____ DAY OF _____, 19____.

Name: _____ Signature of Head of Household

Address: _____ Signature of Spouse (if any)

Phone: _____ (Please print)

CERTIFICATION OF APPLICANT WHO DOES NOT FEEL THEY ARE ELIGIBLE FOR ANY PREFERENCE:

WE HAVE ANSWERED ALL OF THE QUESTIONS ABOVE BUT DO NOT FEEL AS THOUGH WE QUALIFY FOR ANY PREFERENCE WHATSOEVER. WE ARE RETURNING THIS FORM AND REQUESTING THAT YOU KEEP THE APPLICATION ON FILE FOR HOUSING ASSISTANCE.

DATED THIS THE Feb. 3 DAY OF 9, 1992.

Name: Likeasha Jones Likeasha Jones
Signature of Head of Household

Address: 70 Rt. 1 Box 214-A
Starville, MS.
Signature of Spouse (if any)

Phone: 272-8740
(please print)

FOR PHA USE ONLY:

According to the above responses this applicant is () is not () qualified for a federal preference.

Reviewed By: _____ Date: _____

100020
9/29/10

Brookville Garden Apartments, Inc.
P. O. Box 629
Starkville, MS 39759
Telephone 323-8116

Feb 9, 92
(Date)

Dear

We are required under Section 504 of the Rehabilitation Act to contact all of our residents. The purpose of this letter is to determine the housing needs of handicapped individuals who live in our complex.

Please take a moment to answer the 3 items below even if you are not handicapped. It is very important that this information be returned to us within 14 days from the above date. Therefore, we would appreciate having this information returned to the office at your earliest convenience.

ITEM 1

Are you or any member of your household handicapped or disabled? Yes _____ No

If yes, what do you feel should be done to make your apartment more handicapped accessible for your needs? _____

N/A

What type of apparatus (wheelchair, walker, cane, etc.) is used by the handicapped person? _____

N/A

ITEM 2

Are you or any member of your household blind? Yes _____ No

If yes, what do you feel should be done to your apartment to make it more handicapped accessible for the blind? _____

N/A

ITEM 3

Are you or any member of your household deaf? Yes _____ No

If yes, do you possess any type of TDD (telecommunications device for the deaf) which would allow you to make telephone calls? Yes _____ No

If yes, what do you feel should be done to make your apartment more handicapped accessible for the deaf? _____

N/A

Sincerely,

Manager

Dorothy
9/29/10

L E A S E

1. **Parties and Dwelling Unit:** The parties to this Agreement are BROOKVILLE GARDEN APTS
referred to as the Landlord, and LIKEESHA JONES
referred to as the Tenant. The Landlord leases to the Tenant unit number 11E
located at STARKVILLE, MISS
in the project known as BROOKVILLE GARDEN APTS
2. **Length of Time (Term):** The initial term of this Agreement shall begin on 2-1-93
and end on 1-31-94. After the initial term ends, the Agreement will continue for successive terms of
one MONTH each unless automatically terminated as permitted by paragraph 23 of this Agreement.
3. **Rent:** The Tenant agrees to pay \$ _____ for the partial month ending on _____
After that, Tenant agrees to pay a rent of \$ _____ per month without
necessity of demand by Landlord. This amount is due on the first (1) day of the month at the office

The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Certification and Recertification of Tenant Eligibility Form which is Attachment No. 1 to this Agreement.

4. **Changes in the Tenant's Share of the Rent:** The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the terms of this Agreement if:
- HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
 - HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
 - the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;
 - changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
 - HUD's procedures for computing the Tenant's assistance payment or rent change; or
 - the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

5. **Charges for Late Payments and Returned Checks:** If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of \$ 20.00 on the second time a check is not honored for payment (bounces), and, at that time, Tenant will be required to pay each monthly rent by guaranteed form (cashier's check, money order, etc.). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.

6. **Condition of Dwelling Unit:** By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

7. **Charges for Utilities and Services:** The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

DOD22
9/29/10

Section 8- Rent Supplement (2)

a. The Tenant must pay for the utilities in Column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1) Put "x" by any Utility Tenant Pays directly	Type of Utility	(2) Put "x" by any Utility Included in Tenant Rent
X	Heat	
X	Lights, Electric	
X	Cooking	
	Water	X
	Other (Specify)	

b. The Tenant agrees to pay the Landlord the amount shown in column (3) on the date the rent is due, without necessity of demand by the Landlord. The Landlord certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and that the amounts do not exceed the amounts authorized by HUD.

	(3)
Parking	\$ _____
Cable TV	\$ _____
Other (Specify.)	
_____	\$ _____
_____	\$ _____

8. **Security Deposits:** The Tenant has deposited \$ 17,000 with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

a. The Tenant will be eligible for a refund of the security deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.

b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another **Unit Inspection Report**. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.

c. The Landlord will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

- (1) unpaid rent;
- (2) damages that are not due to normal wear and tear and are not listed on the move-in Unit Inspection Report;
- (3) charges for late payment of rent and returned checks, as described in paragraph 5; and
- (4) charges for unreturned keys, as described in paragraph 9.

d. The Landlord agrees to refund the amount computed in paragraph 8c within 30 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.

e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.

f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.

9. **Keys and Locks:** The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$5.00 for each key not returned.

10. **Maintenance:**

a. The Landlord agrees to:

- (1) regularly clean all common areas of the project;
- (2) maintain the common areas and facilities in a safe condition;
- (3) arrange for collection and removal of trash and garbage;
- (4) maintain all equipment and appliances in safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.

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Section 8- Rent Supplement (3)

- b. The Tenant agrees to:
- (1) keep the unit clean;
 - (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
 - (3) not litter the grounds or common areas of the project;
 - (4) not install water bed in the unit;
 - (5) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
 - (6) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities;
 - (7) remove garbage and other waste from the unit in a clean and safe manner; and
 - (8) comply with all County or City Ordinances and statutes of the State of Mississippi as applies to multifamily property.

11. **Damages:** Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable.

The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved rent rather than the Tenant rent shown in paragraph 3 of this agreement.

12. **Restrictions on Alterations:** The Tenant agrees not to do any of the following without first obtaining the Landlord's written permission:

- a. change or remove any part of the appliances, fixtures or equipment in the unit;
- b. paint or install wallpaper, contact paper, mirror tiles, decals, etc. in the unit;
- c. attach awnings or window guards in the unit;
- d. attach or place any fixtures, signs, or fences on the building(s), the common areas or the project grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the unit;
- f. install washing machines, dryers, fans, heaters or air conditioners in the unit; or
- g. place any aerials, antennas or other electrical connections on the unit.

13. **General Restrictions:** The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the **Certification and Recertification of Tenant Eligibility**. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the landlord. The Tenant agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- b. conduct any type of business, including garage sales, in the unit or on the premises;
- c. use the unit for unlawful purposes;
- d. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- e. have pets or animals of any kind in the unit or on the grounds without the prior written permission of the Landlord; or
- f. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

14. **Rules:** The Tenant agrees to obey the Housing Rules which are Attachment No. 3 to this Agreement. The Tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

15. **Regularly Scheduled Recertifications:** Every year around the 1ST day of DECEMBER, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.

a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.

- (1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.
- (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by Paragraph 4 of this Agreement.

b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.

16. **Reporting Changes Between Regularly Scheduled Recertifications:**

a. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.

- (1) Any household member moves out of the unit.
- (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
- (3) The household's present income increases by more than \$40/month after: (a) the Landlord has reduced the Tenant's rent because of a decrease in income reported pursuant to paragraph 16b below; or (b) the Tenant has

submitted certification information showing an average monthly household income of less than \$_____ per household member.

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Section 8- Rent Supplement (A)

b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. If the decrease in income or change in other factors will last more than 90 days, the Landlord will verify the information and make the appropriate reduction.

c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, Handbooks and instructions on the administration of multifamily subsidy programs.

d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

17. Termination of Assistance:

a. The Tenant understands that assistance made available on his/her behalf may be terminated if any of the following events happen. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criteria (1) or (2) below, the Tenant will be required to pay the HUD-approved market rent for the unit.

- (1) The Tenant deliberately submits false information on any application, certification, recertification or request for interim adjustment for the purpose of obtaining a higher assistance payment or lower rent and HUD approves the termination.
- (2) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.
- (3) The amount the Tenant would be required to pay towards rent under HUD rules and regulations equals the Gross Rent shown on Attachment No. 1.

b. The landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.

c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. If assistance is terminated pursuant to paragraph 17a(2) or 17a(3), assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

18. Tenant Obligation to Repay: If the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

19. Size of Dwelling: The Tenant understands that HUD requires the Landlord to assign units according to the size of the household and the age and sex of the household members. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:

- a. move within 30 days after the Landlord notifies him/her that a unit of the required size is available within the project;
- or
- b. remain in the same unit and pay the HUD-approved market rent.

20. Access by Landlord: The Landlord agrees to enter the unit only during reasonable hours and to provide reasonable advance notice of his/her intent to enter the unit, except when emergency situations make such notices impossible or except under paragraph (c) below.

a. The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs, provide pest service and make periodic inspections.

b. After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.

c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

21. Discrimination Prohibited: The Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, handicap, membership in a class, such as unmarried mothers or recipients of public assistance, or, unless the units are especially designed for the elderly, handicapped or disabled families, because there are children in the family.

22. Change in Rental Agreement: The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or any amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.

23. Termination of Tenancy:

a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit. If the Tenant does not give the full 30-day notice, the Tenant shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented, whichever date comes first.

b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement. The Landlord may terminate this Agreement only for:

- o the Tenant's material noncompliance with the terms of this Agreement;
- o the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act; or
- o other good cause, which includes but is not limited to the Tenant's refusal to accept the Landlord's proposed change to this Agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

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Section 8 - Rent Supplement (b)

Material noncompliance includes, but is not limited to, nonpayment of rent beyond any grace period available under State law; failure to reimburse the Landlord within 30 days for repairs made under paragraph 11 of this Agreement; repeated late payment of rent; permitting unauthorized persons to live in the unit; serious or repeated damage to the unit or common areas; creation of physical hazards, serious or repeated interference with the rights and quiet enjoyment of other tenants; failure to repay unauthorized assistance payments; and giving the Landlord false information regarding income or other factors considered in determining the Tenant's rent.

c. If the Landlord proposed to terminate this Agreement, the Landlord agrees to give the Tenant written notice of the proposed termination. If the Landlord is terminating this Agreement for "other good cause", the termination notice must be received by the Tenant at least 30 days before the date the Tenant will be required to move from the unit. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law.

All termination notices must:

- o specify the date this Agreement will be terminated;
- o state the grounds for termination with enough detail for the Tenant to prepare a defense;
- o advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
- o advise the Tenant of his/her right to defend the action in court.

d. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph (c).

24. **Hazards:** The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

25. **Penalties for Submitting False Information:** If the Tenant deliberately submits false information regarding income, family composition or other data on which the Tenant's eligibility or rent is determined, the Landlord may, with HUD approval, require the Tenant to pay the higher, HUD-approved market rent for as long as the Tenant remains in the project. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$5,000 and imprisonment for up to two years.

26. **Attorney's Fees:** The Tenant agrees to pay reasonable attorney's fees and other reasonable cost, when the Landlord, under the provisions of this Agreement, takes action against the Tenant and the Court finds in favor of the Landlord.

27. **Contents of this Agreement:** This Agreement and its Attachments make up the entire agreement between the Tenant and the Landlord regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

28. **Attachments to the Agreement:** The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.

- a. Attachment No. 1 - Form HUD-50059, Certification and Recertification of Tenant Eligibility.
- b. Attachment No. 2 - Unit Inspection Report.
- c. Attachment No. 3 - House Rules (if any).

29. Signatures:

TENANT
BY:

Lukeasha Jones x

2/1/93
Date Signed

2. _____

1/1
Date Signed

3. _____

1/1
Date Signed

LANDLORD
BY:

1. Harold Williams

2/1/93
Date Signed

Done
9/29/10

LEASE ADDENDUM FOR DRUG-FREE HOUSING

1. The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in or facilitate criminal activity on or near the project, including, but not limited to, violent criminal activity or drug-related criminal activity.
2. The Tenant or any member of the Tenant's household shall not permit the dwelling unit to be used for, or to facilitate criminal activity, including, but not limited to violent criminal activity or drug-related criminal activity.
3. "Violent criminal activity" means any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.
4. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
5. One or more violations of section 1 or section 2 of this Lease Addendum constitutes a substantial violation of the Lease and a material noncompliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the unit.
6. Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law.
7. In case of any conflict between the provisions of the Lease Addendum and any other provisions of the Lease, the provisions of this Lease Addendum shall govern.
8. This Lease Addendum is incorporated into the Lease between the Landlord and the Tenant, dated 2-1-93.

Harold Williams
LANDLORD BY

MANAGER
TITLE

2-1-93
DATE

Lubeesha Jones
TENANT

2-1-93
DATE

Doddy
9/29/10

ADDENDUM TO LEASE FOR
HOUSE RULES

1. The resident agrees that the occupancy of the said premises shall be on a MONTHLY basis subject to the rules and regulations.
2. Office Hours: Resident agrees to transact all regular business during the normal business hours Monday through Friday from 8:00 to 5:00 in the rental office.
3. Moving: Resident agrees that moving in and out of the unit must be accomplished during the normal business hours and must be coordinated with the Resident Manager.
4. Lock-Outs: Lock-outs occurring after normal hours will be charged \$1.00 for up to the reasonable hour of 8:00 p.m. Persons locked out after 8:00 p.m. will be charged \$5.00, or they may call a locksmith to open the door for them.
5. Maintenance: Request for routine maintenance should be made to the office, phoning 323-8116, during the normal business hours. Emergencies should be promptly reported to the office. Emergencies occurring after office hours should be phoned in to 324-0326. Residents are requested to use discretion in reporting emergencies after office hours.
6. Speed Limit: Resident agrees to cooperate in honoring a fifteen (15) mile per hour speed limit on the property for the protection of the children and/or other residents and in asking their guests to do the same.
7. Parking: Automobiles shall be parked only in the parking areas designated by the Landlord. The parking of motorcycles, boats, trailers or commercial vehicles anywhere on the property is prohibited. Auto repairs, except for the changing of flat tires and other minor adjustments, are not permitted on the premises. The Landlord reserves the right to have any vehicle towed away at the Owner's expense for failure to comply with any parking regulation.
8. Car Washing: The washing or hosing down of automobiles is prohibited.
9. Children: Resident will be held directly responsible for the actions of their children or children in their care.
10. Apartment Occupancy: The maximum persons permitted for each size apartment is:

One Bedroom - 2 persons	Three Bedroom - 6 persons
Two Bedroom - 4 persons	Four Bedroom - 8 persons
11. Resident will not in any manner obstruct any of the sidewalks, entry, passages, hallways, stairways, or doors of the building and/or such as may be used in common with other residents.
12. Resident will not store motorized vehicles, or equipment, or combustible materials in any unit.
13. No carpet or rugs shall be beaten, cleaned or shaken out of the windows, or in the halls or corridors of the building, nor shall anything be thrown or swept by the Resident, their agents or employees, out of the windows, doors, or other openings, or in the halls or corridors of the building.
14. No article shall be suspended outside of the building or placed on the window sills without the written consent of the Landlord.
15. Guests: Visiting guests of the residents of a temporary nature shall be allowed. However, no tenant shall have guests for a period of time exceeding three days without the specified written consent of the Landlord.

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16. Residents desiring tradesmen, deliverymen, or others entrance to their unit during their absence must make arrangements with those individuals. Landlord will not admit them to your apartment.
17. In order for the Landlord to maintain the lawns in an attractive condition, the Resident agrees that the front lawns will not be used for play areas or as foot paths. Children will be expected to play in those areas designated for that purpose.
18. Interiors of refrigerators should be periodically washed with a weak solution of soda and water, and the exterior with a cleaner-wax substance. Refrigerators, which are not frost-free, should be defrosted on a regular basis.
19. Stoves and vent hoods are to be kept free of grease build-up inside and outside.
20. Dumpsters, or other facilities, are provided for disposal of trash and garbage. No cans or containers may be kept outside an apartment.
21. No sweepings, grease, rubbish, rags, toys or other substances shall be thrown in the plumbing and any damages to the plumbing system caused thereby shall be paid by the Resident.
22. Under no circumstances whatsoever shall the Resident or his agents have access to the roof of the buildings.
23. Resident agrees not to change drapes, blinds, or any other window dressing furnished by the Landlord without prior written consent of Landlord.
24. Only Resident, his/her family and invited guests accompanied by Resident may use the community room and recreational facilities, if any, provided by Landlord. All such facilities may be used by such persons only in strict compliance with the rules and regulations from time to time adopted by Landlord with respect to each of said facilities; supplemental rules and regulations may be from time to time adopted.
25. Electrical service must be maintained to the apartment so as not to cause damage to the refrigerator or otherwise allow for the creation of a fire hazard or unsanitary conditions.

I HAVE READ THIS SECTION TITLED HOUSE RULES AND AGREE TO ABIDE BY THEM.

Resident: Lubasha Jones x 2-1-93
Date

Resident: _____ Date

Resident: _____ Date

DDP
9/29/10

* * * IMPORTANT * * *

READ BEFORE YOU COMPLETE AND SIGN THIS FORM HUD-50059.

PRIVACY ACT NOTICE STATEMENT - The information on this form is being collected by the Department of Housing and Urban Development (HUD) to determine an applicant's eligibility; the recommended unit size; and the amount the tenant(s) must pay toward rent and utilities. It will be used to manage the programs covered by this form; to protect the Government's financial interest; and to verify the accuracy of the information furnished. It may be released to appropriate Federal, State and local agencies when relevant, to civil, criminal or regulatory investigators and prosecutors. It is mandatory to provide Social Security numbers. Failure to provide any information may result in a delay or rejection of your eligibility approval. The Department is authorized to ask for this information by the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437 et seq.); the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181); and the Housing and Community Development Technical Amendments of 1984 (P.L. 98-479).

TENANT(S) CERTIFICATION - I/We certify that the information in Parts II, III, and IV of this Form are true and complete to the best of my/our knowledge and belief. I/We understand that I/we can be fined up to \$10,000, or imprisoned up to five years, or lose the subsidy HUD pays and have my/our rent increased, if I/we furnish false or incomplete information.

OWNER'S CERTIFICATION - I certify that this Tenant's eligibility, rent and assistance payment have been computed in accordance with HUD's regulations and administrative procedures and that all required verifications were obtained.

WARNING TO OWNERS AND TENANTS - By signing in Part VIII of this Form, you are indicating that you have read the above Privacy Act Notice and are agreeing with the applicable Certification.

PUBLIC REPORTING BURDEN - The reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project(2502-0204), Washington, D.C. 20503

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9/29/10

Owner's Certification of Compliance
with HUD's Tenant Eligibility
and Rent Procedures

U.S. Department of Housing
and Urban Development

Office of Housing
Federal Housing Commissioner

Important: Read instructions Appendix I HDBK 4350.3

OMB No. 2502-0204
(Exp. 4-30-90)

Part I-GENERAL INFORMATION

1. Date this Form will be Effective	2. Date Tenant Moved into this Project	3. Project Name:	4. FHA/EH/Non-Insured Project Number	5. Section 8 Project Contract Number	6. Action Processed:	7. Type of Subsidy:
MM DD YY	MM DD YY				a. Enter One Code	a. Enter One Code
02/01/93	02/01/93	BROOKVILLE	06535014	MS26R000041	1=Move-ins 2=Convrt from: 3=Int Cert 4=Annu Recert 5=Inter Recert	1=Sec 8 2=Rent Sup 3=RAF 4=Sec 236 5=EMIR 6=HUD-owned
					b. See Inst	b. Is this type of
					1=Corr prior 59 2=Unit Transfer 3=Gross Rent Chg 4=Rent Rebate	subsidy Family NOW receiving? [] Yes [X] No
8. Complete ONLY for Tenants already converted from Rent Supp. or RAF.	8a. Date Code	8b. Was the Head or Spouse 62 or older at time of conversion?	8c. Has the Family rec. continuously since being converted?	9a. Race of Head of HPLD	9b. Ethnic of Head of HPLD	10. Prev Hous Code
				1=White 2=Black 3=A. Indian - AK Native 4=Asian -Pac Islander	1=Hispanic 2=Non Hispanic	11. Displa Code 12. Preference Code
		[] Yes [X] No	[] Yes [X] No	[] [] [] [] []	[] [] [] [] []	[] [] [] [] []

Part II-HOUSEHOLD COMPOSITION

13. Mbr. No.	14a. Last Name of Family Member	14b. First Name	14c. H.I.	15. Relationship to Head of HPLD	16. Sex	17. Date of Birth	18. Age	19. Spec Status Code
						MM DD YY		
Head 2	JONES	LIKEESHA	R	H-HEAD	F	12/30/72	20	
	LUCIOUS	LOU-GUAN	D	C-DAUGHTER	F	09/11/92	0	

19. Mbr. No.	20. S.S. Number or Alien Registration Number	21. Elig. Code	22. Place of Birth	23. Family Member Occupation	24a. Number of Family Members
					[] 21
Head 2	426279000			N/A	
	587737275				
					24b. Number of Foster Children and Live-In Attendants [] 03
					25. Number of Dependents

00034/291 D.D.

Part III-NET FAMILY ASSETS and INCOME | Part IV-ALLOWANCES | Part VI-FAMILY
(and ADJUSTED INCOME | RENT & SUBSIDY INFO

26a. Type of Assets	26b. C or I	26c. Cash Value of Assets	26d. Actual Yearly Inc from Assets	136. Allow for Dependents * 480	147. WELFARE RENT \$ 0
				137. Child-Care Allow * 0	148. HCDA % [] 29% (blank if BMIRIX130%
				138. 3% of Annu Income * 35	149. HUD-50059 WK5HT used [E]
				139a. TOT. HDCF Assist Exp * 0	150. TOT. TENANT PAYMENT(TTP) * 17
TOTALS 0 0				139b. Allow for HDCF Assist * 0	151. TENANT RENT \$ 0
IF TOTAL 26c exceeds \$5,000 complete 27; Otherwise enter "N/A" in 27 GO TO 28				140a. Total Med Expenses * NA	152. UTILITY RE-IMBURSEMENT * 27
27. IMPUTED INCOME FROM ASSETS: Enter HUD-approved Passbook Rate (5.500%) and x Total in 26c: * N/A				140b. Allow for Med Exp * 0	153. ASSISTANCE PAYMENT * 323
28. INCOME (USE ANNUAL AMOUNTS)				141. Elderly HMLD Allowance * 0	154. % of Adj Inc Charged 30.00%
28. 28a. 28b. Emp No. Code	28c. S.S. Iness	28d. Pensions etc.	28e. Public Assist Inc	142. Total Allowance * 480	155. Dis 1983 HURRA affect rent [] Yes [X] No
1	0	0	1152	0	
28f. Total Inc each source 0 0 1152 0				143. ADJUSTED INCOME * 672	Part VII-UNIT ASSIGN&RECERT INFO
29. Inc from all sources except Assets (Add 28f) * 1152				Part V - PROJECT RENT INFORMATION (Use amt in effect ion date in Item 1.)	156. Next Recert Effective Date MM DD YY 02/01/94
30. Inc from Assets (Greater of 27 or Total in 26d) \$ 0				144. CONTRACT RENT * 296	157. Number of Bedrooms []
31. ANNUAL INCOME (29 plus 30) * 1152				145. UTILITY ALLOWANCE * 44	158. Building ID Code []
32. INCOME LIMITS: a. Lower... * 17500				146. GROSS RENT (44 plus 45) * 340	159. UNIT 00 00011E Number
b. Very Low... * 11000				Part VIII-CERTIFICATIONS-SIGN ONLY AFTER READING THE STATEMENT THAT APPLIES TO YOU ON THE COVER FLAP.	
33a. Began receiving Sec. B assist on or after July 1, 1984 [] Yes [X] No				Head of Household Date	
33b. If "Yes" enter one of the ex-ception codes. [] []				Spouse/Co-Head Date	
HUDmanager (V5.0) * (c) 1983-1991 by A&M Software, Inc.				Owner/Agent Date	

Rubeka Jones

DOB 3/29/10

EASY WORKSHEET for COMPUTING
TOTAL TENANT PAYMENT/TENANT
RENT (ALL PROGRAMS)

U.S. Department of HOUSING and
URBAN DEVELOPMENT OMB No. 2502-0204
Federal Housing Commissioner (exp. 3-31-87)

IMPORTANT Read Appendix E of Handbook 4350.3 before completing this form.

LAST NAME FIRST MI NAME OF PROJECT UNIT NUMBER
JONES LIKEESHA R BROOKVILLE 00011E

***** PART A - COMPUTE THE TOTAL TENANT PAYMENT/TENANT RENT *****
SEC 8 / RAP TENANTS RENT SUPPLEMENT TENANTS

A-1.	96 Monthly Inc. (31/12)	A-1.	Monthly Inc. (31/12)
A-2.	36 monthly Adj. Inc. (43/12)	A-2.	Monthly Adj. Inc. (43/12)
A-3.	30 HCDA % (48)	A-3.	HCDA % (48)
A-4.	17 Monthly Adj. Inc. X HCDA % (A2 x A3)	A-4.	Gross Rent (46)
A-5.	10 10% of Monthly Inc. (A1x.10)	A-5.	30% of Gross Rent (A4x.30)
A-6.	0 Welfare Rent	A-6.	Monthly Adj. Inc. x HCDA % (A2 x A3)
A-7.	17 TOTAL TENANT PAYMENT (TTP) (Enter largest of A4, A5, A6)	A-7.	TOTAL TENANT PAYMENT (TTP) (Enter largest of A5, A6)

NOTE: If initial certification, Tenant eligible
ONLY if TTP is less than 90% of Gross Rent.

Go to PART B Go to PART B

***** SECTION 236 TENANTS *****

NO UTILITY ALLOWANCE		WITH UTILITY ALLOWANCE	
A-1.	Monthly Inc.	A-1.	Monthly Inc.
A-2.	Monthly Adj. Inc. (43/12)	A-2.	Monthly Adj. Inc. (43/12)
A-3.	HCDA % (48)	A-3.	HCDA % (48)
A-4.	Monthly Adj. Inc. x HCDA % (A2 x A3)	A-4.	Monthly Adj. Inc. x HCDA % (A2 x A3)
A-5.	*Basic Rent (44)	A-5.	*Utility Allowance (45)
A-6.	*Market Rent (Rent sch.)	A-6.	A4 Minus A5
A-7.	TENANT RENT (Larger of A4 or A5; never more than A6)	A-7.	*Basic Rent (44)
		A-8.	Higher of A6 or A7
		A-9.	Minimum Rent (25% of A2)
		A-10.	*Market Rent (Schedule)
		A-11.	TENANT RENT (Larger of A8 or A9, never more than A10)

Go to Part B Go to Part B
PART B - TRANSFER THIS WORKSHEET DATA TO THE HUD-50059

- Enter the Answer from PART A in: ITEM NO.
-for Section 236 Tenants --> --> 51
-for All Other Tenants 50 in HUD-50059
Enter HCDA % from A3 in --> --> 54
Check (NO) in 55

Prepared By (Name and Date) Supervisory Review By (Initials and Date)

D.P.
09/29/82

BROOKVILLE GARDENS APARTMENTS

POST OFFICE BOX 629
STARKVILLE, MISSISSIPPI 39759

RECEIPT AND REPRESENTATION

The undersigned hereby acknowledges receipt of a copy of the foregoing Rules and Regulations of the Brookville Gardens, Inc. It is further acknowledged by the undersigned that the said Rules and Regulations were read before the signing of this receipt. Representation is hereby made that the undersigned will comply with all the said Rules and Regulations.

I UNDERSTAND THAT THESE RULES AND REGULATIONS CONSTITUTE A PART OF THE LEASE AND A VIOLATION OF ANY OF THESE RULES AND REGULATIONS CONSTITUTE GROUNDS FOR THE TERMINATION OF THIS LEASE.

BROOKVILLE GARDENS, INC.

BY: Harold Williams

DATE: 2-1-93

Lakesha Jones
TENANT

Doc D
9/29/1

BROOKHOLLE GARDEN APARTMENTS, INC.
POST OFFICE BOX 629
STARKVILLE, MISSISSIPPI 39759

EMERGENCY REFERENCE

DATE Feb. 1, 92

IN CASE OF AN EMERGENCY AT MY ABSENCE, PLEASE CONTACT:

NAME Lukeasha Jones RELATIONSHIP self
ADDRESS Rt. 1 BOX 214-A

TELEPHONE ~~601-272-8742~~ / ~~33-7861~~

COMMENTS _____

NAME M. Fred Jones RELATIONSHIP grandmother
ADDRESS 104 HARLEM ST.

TELEPHONE 33-7861

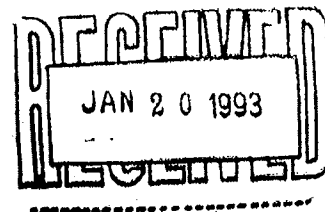
COMMENTS _____

SIGNED Lukeasha Jones
TENANT

7
Doan
9/29/8

BT

BROOKVILLE GARDEN APARTMENTS
POST OFFICE BOX 689
STARKVILLE, MISSISSIPPI 39759
323-8114



DATE: 1-20-93

TO: OKTIBBEHA COUNTY WELFARE DEPT.

Likeesha JONES, S.S. NO. 426-27-9000,
has applied for housing assisted by this company and has
indicated that:

He/She is living in substandard housing because

He/She lacks a fixed, regular, and adequate
nighttime residence.

In order to determine the preference status for LIKEESHA JONES, we are required by Federal regulations to verify the preference. Therefore, we would appreciate your completing the certification below and returning this form in for the purpose of determining the preference for this applicant.

Sincerely

Harold Williams
Property Manager

I hereby authorize the release
of the requested information.

Likeesha Jones
(Signature of Applicant)

Certification for Substandard Housing

I certify that _____ () is () is not
living in substandard housing because the unit has one or
more of the deficiencies or conditions as cited above.

Firm or Agency Name: _____

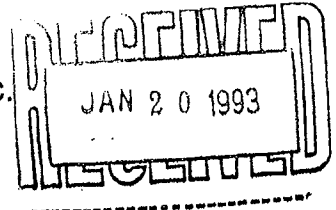
Date: _____ (Signature)

(Professional Title)

(Firm or Agency Address)

DDP
00036
9/29/10

BROOKVILLE GARDENS APARTMENTS, INC.
P. O. Box 629
Starkville, Mississippi



Department of public Welfare

Re: Application
Name: Liklesha Jones
Address: 104 Harlem St
Date: 1-20-93

Gentlemen:

We are required to verify the incomes of all members of families applying for admission as tenants to the federally aided housing units which we operate and to re-examine periodically the tenant families. To comply with this requirement, we ask your cooperation in supplying information regarding the income of the person listed above. This information will be held in strict confidence for use only in determining the eligibility status and rent of the family.

Your prompt return of the information in the enclosed addressed envelope will be appreciated.

Sincerely yours,

H. Williams

Manager

I hereby authorize the release of the information requested.

Signed: _____

	RATE PER MONTH
NUMBER IN FAMILY: <u>2</u>	
* Old Age Security	\$ <u>96</u>
Aid to Families with Dependent Children	\$ _____
* Aid to the Permanently and Totally Disabled	\$ _____
* Aid to the Blind	\$ _____
* General Assistance	\$ _____
Other Assistance — Type: _____	\$ _____
TOTAL MONTHLY GRANT	\$ <u>96</u>

Other Income: Source _____ \$ _____
Source _____ \$ _____

* MAXIMUM STATE WELFARE RENT ALLOWANCE

Amount of public assistance given during the past 12 months

Remarks: _____

Date: 2-1-93 By Beth Gulce

Title Eligibility Worker

DP
00037/11
9/29/11

NOTICE TO VACATE

NAME: Lakewood Jones
ADDRESS: 11 E Brookville Road
Stanhville, MS. 39759

You are hereby notified that your lease is being cancelled and therefore you will be required to vacate the premises that you now occupy within thirty (30) days from this date Jan 25, '94, or in no event later than Feb. 25, '94. This Notice is provided by the Regulation of the Secretary at Code 24 of Federal Regulations, Part 450. If a judicial proceeding for eviction is instituted, the tenant may present a defense.

Reasons for Eviction and Cancellation of the Lease:

(Specify exact reasons, using Lease paragraphs where possible and dates)

- ① Person or persons living in unit who are not on lease. (see attached.)
- ② Continually disturbing the peace of neighbors with loud noise

You will be required, nevertheless, to pay your monthly rent, if any, for the time spent in the apartment prior to your leaving and any other charges which may be assessed in the Lease Agreement which is now in effect.

Done this 25 day of Jan, 19 94.

SOUTHLAND MANAGEMENT CORPORATION
Managing Agent for:
Brookville Garden Inc.
BY: [Signature]
(Resident Manager)

cc: Regional Manager

SERVICE DATA

Hand Delivered 1/25/94 door [Signature]
(date) (person given to or where placed) (delivered by)
Mailed _____
(date) (from where mailed) (mailed by)

Dad 38
9/29/10

BROOKVILLE GARDENS APARTMENTS
POST OFFICE BOX 629
STARKVILLE, MISSISSIPPI 39759

County of Oktibbeha
State of MS

I/~~We~~ Likeesha Jones
understand all provisions of our lease agreement dated 2-1-93
I/~~We~~ further agree to be governed by the following provisions:

Reason for Eviction

1. Persistence and maintaining a nuisance;
2. Failure to pay rent when due;
3. Refusal to admit staff workers, or authorized representatives of FHA, or the Mortgagee, or the HUD representative into your apartment or on premises in the conduction of their duties;
4. Defacing the property to include, but not limited to, nailing in wall for any purpose;
5. Refusing to report to the administrative office when notified by staff or written notice delivered in person or given to family member;
6. Using premises for illegal purpose.

I/~~We~~ fully understand all reasons indicated herein, wherein I/~~We~~ may be evicted from the APARTMENT 11E and do solemnly pledge my/~~our~~ full cooperation. I/~~We~~ further agree and submit to immediate eviction upon violation of any of the enumerated reasons for eviction stated herein.

Witness _____
Date 2-1-93

Likeesha Jones

Brookville Gardens
David Williams
By Manager

DOP 39
9/29/02

BROOKVILLE GARDEN APARTMENTS
CHANGES IN CURRENT OCCUPANCY

OR

RESIDENT RENT

DATE 2-9-93

COMPLEX NAME : BROOKVILLE GARDEN APARTMENTS

CITY : STARKVILLE , COUNTY : OKTIBBEHA , STATE : MISSISSIPPI

RESIDENTS NAME LIKEESHA JONES

APT. # 11E NUMBER OF BEDROOMS 1

DATE OCCUPIED 2-1-93 DATE VACATED _____

DATE RECERTIFIED _____ DATE AMENDMENT _____

TRANSFERED FROM APT. # _____ DATE _____

TRANSFERED TO APT. # _____ APT. SIZE _____

FIRE DAMAGED UNIT : VACATED _____ DATE _____ RE-OCCUPIED _____ DATE _____

SECURITY DEPOSIT

RECIPT # 061172 REFUND \$ _____

TOTAL DUE \$ 17.00 TOTAL FORFEITED \$ _____

BALANCE DUE 0

BREAKDOWN OF DEPOSIT BREAKDOWN OF FOREIT

APT. DEPOSIT \$ 17.00 RENT \$ _____

SMOKE DETECTOR \$ _____ CHARGABLE REPAIR \$ _____

\$ _____ \$ _____

MONTHLY RENT
MARKET RENT \$ 296.00 SEC 8 \$ 323.00 RENT \$ 0
SECTION 8 REBATE \$ 27.00

FORWARD SECURITY DEPOSIT REFUND CHECK TO :

RESIDENT'S NAME _____

RESIDENT'S NEW ADDRESS _____

SIGNED Harold Wilson

D/P 100040
9/29/10

To whom this may concern:

This is Keesha's grandmother. Yes, I did tell Keesha that she had to move. Keesha and my son stay fighting. My son just got out of prison, and don't need to be in any more trouble. I know Keesha has a newborn baby and has know place to go, but the way they argue and fight I feel like one of them will kill the other. I'm willing to help Keesha pay her rent, but she can't live here. I don't know when she gonna to stay I will let her stay here a few days, but I will not be responsible for the things that might happen between her and my son. I would appreciate it if you could find her some place to stay because her and my son gonna kill the other the way they fight.

Thanks,
Mrs Michael Jones

To: The Brookville Gardens Manager

from: Mrs Michael Jones

DP 41
9/29/10

SECTION 8 SPECIAL CLAIMS
FOR REGULAR VACANCIES

U.S. Department of Housing and Urban Development
Office of Housing OMB No. 2502-0182 (11/30/93)

Public reporting burden for this collection of information is estimated to average 0.3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of HUD, Washington, DC 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0182), Washington, D.C. 20503.

INSTRUCTIONS: | Project Name | FHA Proj No | Sec. 8 Contract No
Follow guidelines in | BROOKVILLE GARDENS A | 06533443 | MS26M000041
HUD Handbook 4350.3, | Tenant Name | | Unit Number
Chapter 6 | BUSH, JACKIE | | 11E
-- Part A:

1. Tenant's move-out date:	2. No. days taken to clean/repair unit	3. Date unit ready for occupancy	4. Date unit ready for occupancy + 60 days	5. Date unit was re-rented:	6. # of days vacant: (NTE 60)
09/03/92	2	09/06/92	11/05/92	02/01/93	60

Applies to:

- 880: Section 8 New Construction
 - 881: Substantial Rehabilitation
 - 884: 515 Farmers Home
 - 885: Elderly Housing
 - 886: LMSA Subpart A
7. Enter daily contract rent: (Divide contract rent in effect on move-out date by 30.) 9.87
 8. Multiply line 8 by line 7 & enter. 592
 9. Multiply line 8 by 0.80 & enter (This is the most HUD will pay):. 474
 10. Enter amounts paid by other sources: (Security deposit, Title I, etc.) 0
 11. Subtract line 10 from line 8 & enter:. 592
 12. Compare line 9 with 11 & enter the lesser amount: Enter in column 6 on HUD-52670-A Part 2. 474

I certify:(a)Units are in decent, safe, and sanitary condition, and are available for occupancy during the period in which payments are claimed for. (b)The owner/agent did not cause the vacancy by violating the lease, the contract, or any applicable law. (c) I notified HUD or the contract administrator immediately upon learning of the vacancy, or prospective vacancy, and the reasons for it. (d) I complied with all HUD requirements on termination of tenancy (Chap. 4, Sec. 5 of Handbook 4350.3) if the vacancy was caused by an eviction; and (e) All documentation will be retained in the project's file for 3 years.

Owner's name: SOUTHLAND MANAGEMENT _____ Date: 09/27/94

HUD Office Review: _____ Signature _____
 Approved. Adjusted. Denied. Reason: _____

UD Official's name: _____ Signature: _____ Date: _____

UD will prosecute false claims/statements. Convictions may result in criminal and/or civil penalties (18 USC Sect. 1001, 1010, 1012; 31 USC Sect. 3729, 3802)
 LAIMSManager V2.0 (c) 1991 A&M Software, Inc. form HUD-52670-A (11/93)

D.D.
09/29/94

PREPARED BY	INITIALS	DATE	REFERENCE
CHECKED BY			
APPROVED BY			

J.

Providence Gardens
 Oceana, Texas
 7-31-93
 + 1-25-94

apt. #	Tenant	Move-out Date	Next Move-in Date	
6A	Elyse Ruck	1-26-93	—	
6B	Helen Bishop	9-30-92	1-27-93	(344)
6C	John Smith	11-1-92	12-16-92	
7A	Brendelynn Sharp	1-18-93	5-4-93	
7B	Willene Edwards	7-1-93	7-31-93	
10A	Albota Jordan	1-18-93	6-1-93	
11B	Carolene Shumpert	9-3-92	10-21-92	
1C	Sandra Ware	8-31-92	10-21-92	296
1D	Shirley Harris	9-3-92	12-4-92	
4E	Jackie Bush	9-3-92	2-1-93	
4H	Yamada Niles	6-9-93	—	
13C	Betty Bush	10-29-92	1-1-93	
13H	Maudie Hall	10-29-92	6-10-93	
2C	Aiane Nichols	7-1-93	—	
18B	Blayne Vaughn	8-24-92	10-1-92	
19D	Cynthia Johnson	8-19-92	9-4-92	
21D	Lora Baker	9-30-92	10-23-92	

"Fill the Claims Above as soon as possible on the ones that can be done"

DD
 9/29/10



D.D
9/29/10

DEPOSIT RECORD	
DATE	AMOUNT
2/15/93	209.00

04.00

MANAGER'S SIGNATURE

[Handwritten Signature]

83.50

[Handwritten]
 D
 60046
 9/29/10

Appellant's Record Excerpt

5

**Footwear Case Notes, Mississippi Crime
Laboratory**

CASE # 1-993-161

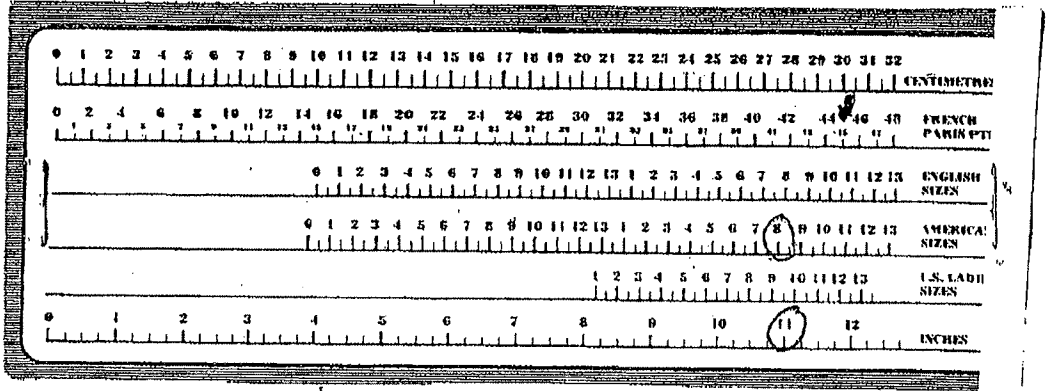
FOOTWEAR CASE NOTES

DATE: 8/12/93

BRAND OF SHOE: NIKE CONVERSE REEBOK ADIDAS BRITISH KNIGHT

PUMA XJ900 ROCKPORT OTHER could not identify brand

SHOE SIZE :(CIRCLE U.S.A. SIZE ON CHART)



DESCRIBE FOOTWEAR: impression is approx 11.5 inch long

ITEMS USED FOR COMPARISON: CASTS PHOTOGRAPHS ORIG. IMPRESSION

EXAMINATION OF CAST REVEALED: DISTORTION COMPARABLE IMPRESSION

NO CLASS CHARACTERISTICS NO INDIVIDUAL CHARACTERISTICS DIFFERENT

DESIGN LIKE DESIGN DIFFERENT SIZE SAME SIZE

OTHER

EXAMINATION OF PHOTOS REVEALED: DISTORTION NO RULER WORKABLE

PHOTO FOR ENLARGEMENT 1 TO 1 ENLARGEMENT MADE 1 TO 1 ENLARGEMENT

NOT MADE PHOTOGRAPH DISTORTION DUE TO ANGLE SIDE LIGHTING USED

SIDE LIGHTING NOT USED ENLARGEMENTS MADE BY Luminol used for balance impression

PHOTOGRAPHS NOT USED

BASIC RESULTS: THE FOOTWEAR +MATCHES IS DIFFERENT FROM IMPRESS.

COULD HAVE MADE IMPRESS IS SAME SIZE PHYS. SHAPE & DESIGN CAST

CONTAINS DISTORTION ORIGINAL IMPRESS. NOT SUFFIC. FOR EXAM
EXAMINER SMC

ATTEST A TRUE COPY
MISSISSIPPI CRIME LABORATORY
AUG 31 2001 103 of

CERTIFICATE OF SERVICE

I, the undersigned attorney for the Appellant, do hereby certify that on December 12, 2013, I caused a copy of the Appellant's Record Excerpts to be served on the following Counsel for the State of Mississippi by means of the Court's electronic filing system:

Melanie Thomas
Cameron Benton
Special Assistant Attorney General
PO Box 220
Jackson, MS 39205
mthom@ago.state.ms.us
cbent@ago.state.ms.us

I further certify that on December 13, 2013, I caused a copy of the foregoing Appellant's Corrected Record Excerpts to be served in the same manner upon the same Counsel for the State of Mississippi.

This the 13th day of December, 2013.

By: Robert S. Mink
Robert S. Mink (MSB #9002)