

INSTALLMENT AGREEMENT

This Installment Agreement (“Agreement”) is made and entered into this the 6th day of October 2025 (“Effective Date”), by and between the Mayor and Board of Aldermen of the City of Vicksburg, Mississippi (“the City”), with its principal place of business at 1401 Walnut Street, and Genie Smoots (“Property Owner”), owner of the property located at 502 Farmer Street. The City and Property Owner are sometimes referred herein individually as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, on or about October 21, 2024, the Board of Mayor and Aldermen for the City of Vicksburg granted Property Owner a 60-day extension to bring 502 Farmer Street into compliance with the City of Vicksburg Code of Ordinances; and

WHEREAS, despite the extension, no appreciable work was completed on the property, and due to the structure posing a danger to the general safety, health, and welfare of the public, the City proceeded with demolition in accordance with Mississippi Code Annotated § 21-19-11; and

WHEREAS, the City retained a contractor to perform the demolition at a cost of Ten Thousand Five Hundred Dollars (\$10,500.00); and

WHEREAS, in accordance with Mississippi law, a lien in that amount has been placed on the property; and

WHEREAS, the Property Owner has requested to satisfy this lien through installment payments; and

WHEREAS, subject to the terms and conditions hereinafter set forth, the City is willing to accept such payments.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby expressly acknowledged, the City and the Property Owner agree as follows:

1. **Term:** The term of this Agreement shall commence on the Effective Date and shall continue until the total lien amount of Ten Thousand Five Hundred Dollars (\$10,500) is paid in full in accordance with the payment schedule set forth in this Agreement. Property Owner’s obligation to make timely payments shall remain in effect throughout the term of this Agreement. This Agreement shall automatically terminate upon satisfaction of the lien, provided Property Owner has complied with all terms and conditions herein.
2. **Compensation:** The total amount due under this Agreement is Ten Thousand Five Hundred Dollars (\$10,500.00), representing the cost for demolition services for the property located at 502 Farmer Street, Vicksburg, Mississippi, performed by a contractor on behalf of the City of Vicksburg. Property Owner shall make monthly payments of Two

Hundred Dollars (\$200.00) for fifty-two (52) months, followed by a final installment of One Hundred Dollars (\$100.00). Payments shall commence on October 6, 2025, and the final payment shall be due on February 6, 2030. As long as Property Owner remains in full compliance with the terms of this Agreement, the City agrees it will not enforce the lien by forwarding the lien to the Circuit Clerk of Warren County for enrollment on the tax rolls or otherwise pursue any other enforcement action. The lien shall be reduced proportionately as installment payments are made.

| PAYMENT SCHEDULE | | |
|-------------------------|-------------------|----------------|
| Payment No. | Due Date | Payment Amount |
| 1 | October 6, 2025 | \$200.00 |
| 2 | November 6, 2025 | \$200.00 |
| 3 | December 6, 2025 | \$200.00 |
| 4 | January 6, 2026 | \$200.00 |
| 5 | February 6, 2026 | \$200.00 |
| 6 | March 6, 2026 | \$200.00 |
| 7 | April 6, 2026 | \$200.00 |
| 8 | May 6, 2026 | \$200.00 |
| 9 | June 6, 2026 | \$200.00 |
| 10 | July 6, 2026 | \$200.00 |
| 11 | August 6, 2026 | \$200.00 |
| 12 | September 6, 2026 | \$200.00 |
| 13 | October 6, 2026 | \$200.00 |
| 14 | November 6, 2026 | \$200.00 |
| 15 | December 6, 2026 | \$200.00 |
| 16 | January 6, 2027 | \$200.00 |
| 17 | February 6, 2027 | \$200.00 |
| 18 | March 6, 2027 | \$200.00 |
| 19 | April 6, 2027 | \$200.00 |
| 20 | May 6, 2027 | \$200.00 |
| 21 | June 6, 2027 | \$200.00 |
| 22 | July 6, 2027 | \$200.00 |
| 23 | August 6, 2027 | \$200.00 |
| 24 | September 6, 2027 | \$200.00 |
| 25 | October 6, 2027 | \$200.00 |
| 26 | November 6, 2027 | \$200.00 |
| 27 | December 6, 2027 | \$200.00 |
| 28 | January 6, 2028 | \$200.00 |
| 29 | February 6, 2028 | \$200.00 |
| 30 | March 6, 2028 | \$200.00 |
| 31 | April 6, 2028 | \$200.00 |
| 32 | May 6, 2028 | \$200.00 |
| 33 | June 6, 2028 | \$200.00 |
| 34 | July 6, 2028 | \$200.00 |
| 35 | August 6, 2028 | \$200.00 |

| | | |
|----|-------------------|----------|
| 36 | September 6, 2028 | \$200.00 |
| 37 | October 6, 2028 | \$200.00 |
| 38 | November 6, 2028 | \$200.00 |
| 39 | December 6, 2028 | \$200.00 |
| 40 | January 6, 2029 | \$200.00 |
| 41 | February 6, 2029 | \$200.00 |
| 42 | March 6, 2029 | \$200.00 |
| 43 | April 6, 2029 | \$200.00 |
| 44 | May 6, 2029 | \$200.00 |
| 45 | June 6, 2029 | \$200.00 |
| 46 | July 6, 2029 | \$200.00 |
| 47 | August 6, 2029 | \$200.00 |
| 48 | September 6, 2029 | \$200.00 |
| 49 | October 6, 2029 | \$200.00 |
| 50 | November 6, 2029 | \$200.00 |
| 51 | December 6, 2029 | \$200.00 |
| 52 | January 6, 2030 | \$200.00 |
| 53 | February 6, 2030 | \$100.00 |

3. **Default:** Property Owner shall be deemed in default upon failure to make any payment within thirty (30) days of its due date. Upon default, the City may declare the entire unpaid balance immediately due and payable. Alternatively, the City shall forward the lien to the office of the Circuit Clerk of Warren County and shall pursue any other remedies available under state law. Nothing in this Agreement shall be construed as a waiver, release, or satisfaction of the lien, which shall remain in full force and effect until the total amount due is paid in full.
4. **Applicable Law:** This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Mississippi.
5. **Assignment:** Property Owner may not assign any right or obligation under this Agreement without prior written consent of the City.
6. **Modification:** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
7. **Waiver:** No waiver of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.


8. Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
9. Entire Agreement: This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date by the signatures of indicated below:

City of Vicksburg, Mississippi:

Willis Thompson, Mayor

Property Owner:



Genie Smoots