

WARRANTY DEED

For a valuable consideration cash in hand paid to us by Katherine L. Smith, the receipt of which is hereby acknowledged, we, Mack H. Mayo and wife, Margaret Elizabeth Mayo, do hereby convey and warrant unto the said Katherine L. Smith the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

175 feet off the north end of Lot No. Two (2) in Cedar Addition to the City of Canton, Madison County, Mississippi, as shown by plat thereof on record in the Chancery Clerk's office in Canton, Mississippi. Said lot has a frontage of 60 feet on Dinkins Street and a depth of 175 feet. Subject to a one-half of all oil, gas and other minerals as reserved by The Federal Land Bank.

It is agreed and understood that the Grantors will pay the ad valorem taxes on the above described property for the year 1956.

Witness our signatures, this the 26<sup>th</sup> day of November, 1956.

Mack H. Mayo  
Mack H. Mayo

Margaret Elizabeth Mayo  
Margaret Elizabeth Mayo

State of Mississippi  
County of Madison

Personally appeared before me, the undersigned authority in and for said County and State, Mack H. Mayo and wife, Margaret Elizabeth Mayo, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as and for their act and deed.

Given under my hand and seal of office, this the 26<sup>th</sup> day of November, 1956.

Anna M. Thackerly  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of November, 1956, at 11 o'clock P. M., and was duly recorded on the 27 day of November, 1956, Book No. 100 on Page 500 in my office.

Witness my hand and seal of office, this the 27 day of November, 1956.

W. A. SIMS, Clerk

By Anna F. Lanning, D. C.

THIS INDENTURE, made this 26th day of November 1956, by and between the City of

Canton, Mississippi, Party of the First Part, and Mrs. W. C. Taylor  
Party of the Second Part, witnesseth:

WHEREAS, by a certain deed executed by Mike Wohner and Katie Wohner Smith dated February 14, 1945, and recorded in the Chancery Clerk's office of Madison County, Mississippi, in Book No. 29, Page 475, the said Wohner and Smith did convey to said City a certain lot or parcel of land, which is fully described in said deed; AND WHEREAS, it is the intention of said City to use said land as a CEMETERY for the burial of the dead, and so sell and convey said land in small lots, for the purpose aforesaid; AND WHEREAS, a survey and subdivision of said land has been duly made, and certified by the surveyor of said City; AND WHEREAS, the Mayor and Board of Aldermen of said City have by order as shown on Page 189 of Minute Book 12 of said City, authorized the Clerk of said City to execute deeds of conveyance for the unsold lots, to parties desiring same, at prices fixed in said Ordinance, for and in behalf of said City.

NOW, THEREFORE, in consideration of the premises hereinbefore recited, and of the sum of \$ 50.00 cash in hand paid to the said party of the first part by the said party of the second part, the said party of the first part by and through its Clerk, does hereby convey and warrant unto the said party of the second part, forever:

Lot No. 33 in Block D, according to the survey, subdivision and plat of said land hereinbefore referred to and known as the 1946 Addition to the Canton Cemetery.

The Party of the First Part has established the grade and elevation of the lots and will maintain the same.

The Party of the Second Part by the acceptance of this deed, agrees to the above.

In testimony whereof, the said Party of the First Part hath hereto set its hand and affixed its seal, the day and year first herein written.

STATE OF MISSISSIPPI,  
COUNTY OF MADISON

CITY OF CANTON, MISSISSIPPI  
By Bertha McRay, City Clerk

Personally appeared before me, the undersigned officer, who is duly qualified and empowered to take and certify acknowledg-

ments of Deeds in said County and State, the within named Bertha McRay  
Clerk of the City of Canton, Mississippi, who acknowledged that she signed and impressed the City's Seal thereon and delivered the foregoing deed on the day and year therein mentioned as the act and deed of said City.

Given under my hand and official seal this the 27 day of November 1956

Notary Public

My Commission expires: 11-20-56

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 27 day of November, 1956, at 7:00 o'clock P. M., and was duly recorded on the 27 day of November, 1956, Book No. 66 on Page 501 in my office.

Witness my hand and seal of office, this the 27 of November, 1956

W. A. SIMS, Clerk

By Adrian L. Williams, D. C.

66 MCE 502

RIGHT OF WAY INSTRUMENT  
HARRISON RICKELAND

Madison County, Miss.

ATHLETIC FIELD Line WA 5681 PCA 352.2

In consideration of \$1.00 cash and other valuable consideration, receipt of all of which is hereby acknowledged, I/we do hereby grant, convey and warrant unto Mississippi Power & Light Company, its successors and assigns (herein called grantees) a right of way and easement in fee, for the location, construction and maintenance of ONE (1) guy wires and anchor, over and on that land, in the County of MADISON, Mississippi described as follows;

1A (148' x 267' x 185' x 270') IN THE NE 1/4 NW 1/4 OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 2 EAST.

Witness our signature, this the 19th day of November 1956

Witness

Mrs. E. D. Sessums

Aline B. Dupre

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

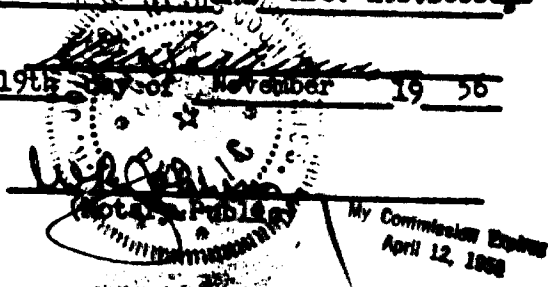
Personally appeared before me, the undersigned authority in and for said County and State, the within and above named \_\_\_\_\_ and \_\_\_\_\_ who acknowledged that \_\_\_\_\_ signed and delivered the foregoing instrument on the day and year therein mentioned.  
Given under my hand and official seal in said County and State, this the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Title \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for said County and State, G. B. Williams, one of the subscribing witnesses to the foregoing instrument, who being duly sworn, depose and saith that he saw within named Aline B. Dupre and none others whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company, that he, this affiant, subscribed his name as a witness thereto in the presence of the said Aline B. Dupre and Mrs. E. D. Sessums

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 19th day of November 1956



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of November, 1956, at 8:00 o'clock A. M., and was duly recorded on the 29 day of Nov., 1956, Book No. 66 on Page 502 in my office.

Witness my hand and seal of office, this the 29 of November, 1956

W. A. SIMS, Clerk

By Addie F. Dunning D. C.

## WARRANTY DEED

In consideration of Ten (\$10.00) dollars and other valuable consideration paid by W. H. Roby to us, the receipt of which is hereby acknowledged, we, Robert Milton Taylor and Mrs. W. C. Taylor, do hereby convey and warrant unto the said W. H. Roby the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

100 feet off the south end of lots 36 and 37 of Fulton's Addition and more particularly described as: Beginning at the southwest corner of lot no. 37 and run thence north 100 feet to a stake, thence east 168 feet to Livingston Road, thence southwesterly along the west line of Livingston Road 148 feet to the south line of lot 37, thence west 59 feet to the point of beginning; less and except therefrom that certain property conveyed to Mrs. Albert F. Denson by W. C. Taylor and Mrs. W. C. Taylor on February 7, 1950, as shown by deed duly recorded in Land Record Book 45 page 423 now on file in the office of the Chancery Clerk of Madison County, Mississippi, reference here being made to said deed for a proper description of the land here excepted from this deed.



It is agreed and understood that the grantors do hereby convey to the Grantee all of the property which they own adjoining that property specifically conveyed.

It is agreed and understood that there is some variance in the various surveys of the property conveyed and a plat of one of said surveys is attached to this deed and it is the intention of the grantors to convey to the Grantee that property labeled Taylor and all improvements located thereon and all rights which they may have to said residence and the property on which said residence is actually located.

It is agreed and understood that the grantors will pay the 1956 ad valorem taxes on the above described property.

Mrs. W. C. Taylor is a widow and said property is no part of the homestead of Robert Milton Taylor.

Witness our signatures, this the 26 day of November, 1956.

Mrs. W. C. Taylor  
Mrs. W. C. Taylor

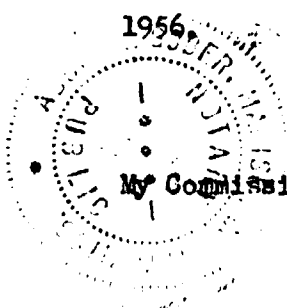
Robert Milton Taylor  
Robert Milton Taylor

State of Mississippi  
County of Madison

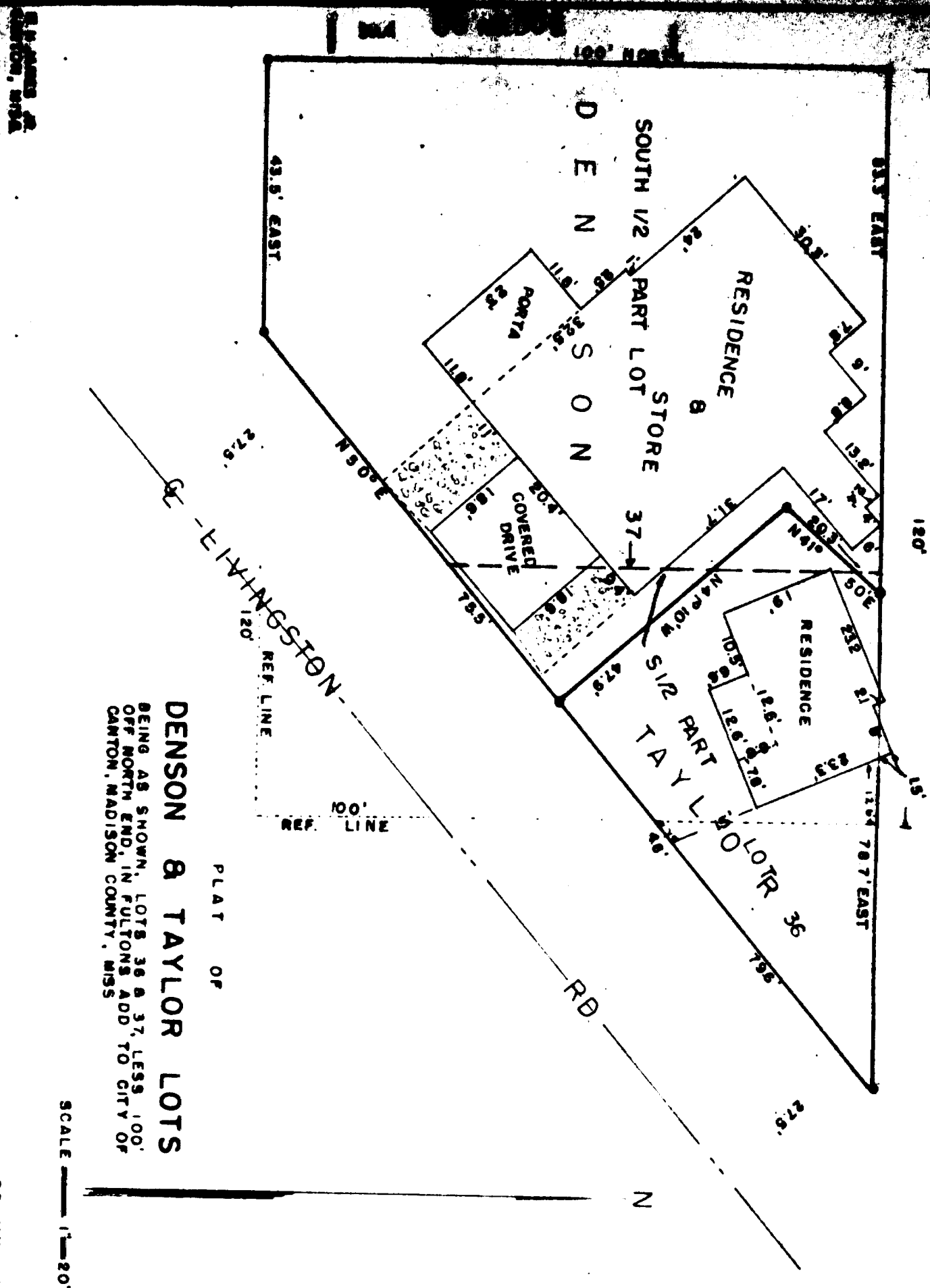
Personally appeared before me, the undersigned authority in and for said County and State, the within named Mrs. W. C. Taylor and Robert Milton Taylor who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as and for their act and deed.

Given under my hand and seal of office, this the 26 day of November,

Abbie M. Guber  
Notary Public







**STATE OF MISSISSIPPI, County of Madison:**

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of March, 1954, at 8:30 o'clock P.M. and was duly recorded on the 7 day of March, 1954, Book No. 26 on Page 10 in my office.

Witness my hand and seal of office, this the 21 of 7, 1954

W. A. SIMS, Clerk

By James T. [illegible], D. C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, we, O. E. Castens, Sr., and wife, Lizzie M. Castens, hereby convey and warrant to Francis P. Jerome the following described land lying and being situated in the County of Madison, State of Mississippi, to-wit:

Tract 1: E $\frac{1}{2}$  NE $\frac{1}{4}$  LESS 6 acres in the northeast corner thereof, Section 30, Township 9 North, Range 2 East; and 12 acres in the southwest corner of NW $\frac{1}{4}$  Section 29, Township 9 North, Range 2 East.

Tract 2: 35 acres evenly off the south end of SW $\frac{1}{4}$  SE $\frac{1}{4}$  Section 30, Township 9 North, Range 2 East.

Tract 3: 6.84 chains evenly off the west side of all that part of E $\frac{1}{2}$  E $\frac{1}{2}$  which lies north of Canton and Livingston Road, Section 31, Township 9 North, Range 2 East, containing 29.50 acres.

Also a right of way and easement in fee over and across the northeast corner of the W $\frac{1}{2}$  NE $\frac{1}{4}$  Section 31, Township 9 North, Range 2 East, which said right of way is herein conveyed in order to give grantee access to and from Tract 2 hereinbefore described and Tract 3.

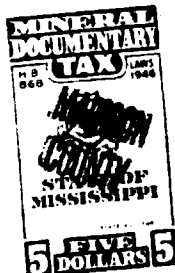
There is excepted from this conveyance and reserved unto the grantors herein a one-half (1/2) interest in and to all of their right, title and interest in and to all oil, gas and other minerals in, on and under all lands herein conveyed; it being the intention of the grantors to convey and they do hereby convey a one-half (1/2) mineral interest in and to all of the lands hereinbefore described with the exception of Tract 2, under which they convey only a one-fourth (1/4) interest in and to all oil, gas and other minerals.

It is understood and agreed that the grantors will pay all ad valorem taxes for the year 1956.

Witness our signatures, this the 27<sup>th</sup> day of November, 1956.

O. E. Castens, Sr.  
O. E. Castens, Sr.

Lizzie M. Castens  
Lizzie M. Castens



BOOK 66 PAGE 506

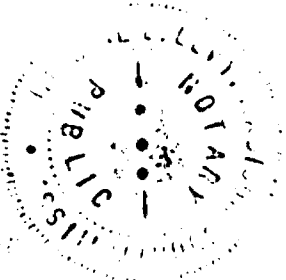
STATE OF MISSISSIPPI  
COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the above county and state, O. E. Castens, Sr., and Lizzie M. Castens, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Witness my signature and official seal, this the 27<sup>th</sup> day of November, 1956.

Eugene E. Levy  
Notary Public

My commission expires Jan. 30, 1960



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of November, 1956, at 10:20 o'clock P.M., and was duly recorded on the 29 day of Nov, 1956, Book No. 66 on Page 506 in my office.

Witness my hand and seal of office, this the 29 of November, 1956

W. A. SIMS, Clerk

By Abbie T. Manning D. C.

66 PAGE 507

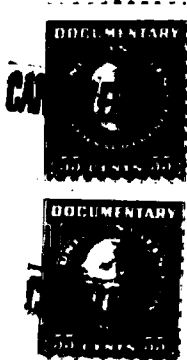
STATE OF MISSISSIPPI  
COUNTY OF MADISONWARRANTY DEED

In consideration of Ten Dollars (\$10.00), cash in hand paid to me by Ava S. Vance, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I, Q. D. Spruill, do hereby convey and warrant unto the said Ava S. Vance, the following described property, lying and being situated in the City of Canton, County of Madison, and State of Mississippi, to-wit:

Lots 15, 16 and 17 of Block C, of GRAND VIEW ADDITION,  
a plat of which is of record in the office of the  
Chancery Clerk of Madison County, Mississippi, in Plat  
Book 3, Page 42.

Witness my signature, this the 21st day of November, 1956.

Q. D. Spruill  
Q. D. Spruill

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Q. D. SPRUILL, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned, as and for his act and deed.

Witness my signature and official seal, this the 23 day of November, 1956.

My commission expires:

March 18, 1959

W. A. Sims  
Notary Public



## STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 23 day of November, 1956, at 10:30 o'clock A. M., and was duly recorded on the 27 day of Nov, 1956, Book No. 66 on Page 507 in my office.

Witness my hand and seal of office, this the 27 of November, 1956.

W. A. SIMS, Clerk

By Adrian F. Spruill D. C.

66 DEC 508

1.10 Revenue

STATE OF MISSISSIPPI  
COUNTY OF MADISON

WARRANTY DEED

In consideration of Ten Dollars (\$10.00), cash in hand paid to me by Ava S. Vance, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I, D. F. Spruill, do hereby convey and warrant unto the said Ava S. Vance, the following described property, lying and being situated in the City of Canton, County of Madison, and State of Mississippi, to-wit:

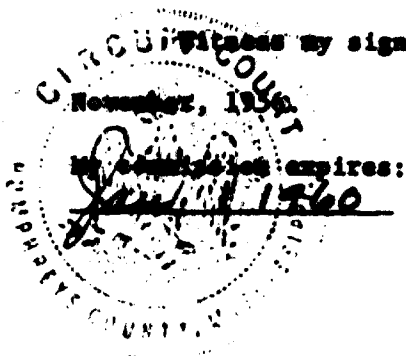
Lots 12, 13 and 14 of Block C, of GRAND VIEW ADDITION,  
a plat of which is of record in the office of the  
Chancery Clerk of Madison County, Mississippi, in Plat  
Book 3, Page 42.

Witness my signature, this the 21st day of November, 1956.

*D. F. Spruill*  
D. F. Spruill

STATE OF MISSISSIPPI  
COUNTY OF ~~BOONE~~ *Humphreys*

Personally appeared before me, the undersigned <sup>authority</sup> ~~Notary Public~~ in  
and for said County and State, the within named D. F. SPRUILL, who  
acknowledged that he signed and delivered the foregoing instrument on  
the day and year therein mentioned, as and for his act and deed.



*J. W. Sims*  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of November, 1956, at 10:30 o'clock A. M., and was duly recorded on the 29 day of Nov, 1956, Book No. 66 on Page 508 in my office.

Witness my hand and seal of office, this the 29 of November, 1956.

W. A. SIMS, Clerk

By *W. A. Sims* P. C.

66 509

L. L. TYLER and wife,  
NINA MAE TYLER

TO

HUBERT L. PUCKETT and wife,  
ANNIE B. PUCKETT

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations to us passing, the receipt of all of which is hereby acknowledged, we, L. L. TYLER and wife, NINA MAE TYLER, do hereby sell, convey and warrant unto HUBERT L. PUCKETT, and wife, ANNIE B. PUCKETT, as joint tenants with full right of survivorship and not as tenants in common----- the following described land and property situated, lying and being in Madison County, Mississippi, to wit:

All of the NW 1/4 NE 1/4 SE 1/4 of Section 23, Township 7 North, Range 1 East, less and except that part of the East end of said tract now occupied by a public gravel road, and being more particularly described as: Beginning at a point that is 0.45 chains West of the Northeast corner of the NW 1/4 NE 1/4 SE 1/4, and thence run West for 19.55 chains to a stake, thence South for 10.00 chains, thence East for 19.65 chains to a stake on the West side of said public road, thence in a Northwesterly direction to the point of beginning, containing 19.60 acres, more or less, in Section 23, Township 7 North, Range 1 East, Madison County, Mississippi.

This is the homestead of L. L. TYLER and NINA MAE TYLER.

Purchase money deed of trust, which is subsequent to First Federal Savings and Loan Association deed of trust, shall be retained for a part of the unpaid balance of the purchase money. Cancellation of that deed of trust automatically cancels the purchase money lien herein retained. It is agreed and understood, however, that the deed of trust to First Federal Savings and Loan Association is a first lien on the hereinabove described property.

Sellers are to pay all 1956 taxes. Purchasers are to pay all 1957 taxes.

Possession of the premises shall be granted to purchasers not later than February 1, 1957.

68-0000

Witness our signatures on this the 27th day of November,  
1956.

L. L. Tyler  
L. L. TYLER

Nina Mae Tyler  
NINA MAE TYLER

**ACKNOWLEDGMENT**

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority, in  
and for said County and State, the within named L. L. Tyler and wife,  
Mrs. Nina Mae Tyler, who acknowledged that they each signed and  
delivered the foregoing instrument on the day and year therein men-  
tioned.

Given under my hand and official seal this 27th day of  
November, 1956.

Frank S. Davis  
NOTARY PUBLIC

My Comm. Expires June 10, 1957



COLE  
MON.

SOUTH 10 CHAINS (660')

NW COR  
NE  $\frac{1}{4}$ , SE  $\frac{1}{4}$

PARCEL OF LAND LOCATED  
IN  
SE  $\frac{1}{4}$  SEC 23 T 7 N R 1 E  
MADISON COUNTY, MISS.

Hubert L. Turner - & Anna B. Foster  
Carmel

FIRST FEDERAL SAVING & LOAN ASSOCIATION  
MORTGAGEE

REYNOLDS AND WOODROW - Surveyors  
JACKSON, Miss. Nov. 14, 19

Nov. 14, 1956

Scale = 100

Stock  
Fond

94502J

**STATE OF MISSISSIPPI, County of Madison:**

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of November, 1966, at 4:20 o'clock P. M., and was duly recorded on the 29 day of Nov, 1966, Book No. 66 on Page 509 in my office.

Witness my hand and seal of office, this the 29 of Nov., 1956

W. A. SIMS, Clerk

By Charles F. Manning, D. C.



66-512

QUITCLAIM DEED

For and in consideration of Ten (\$10.00) Dollars, the receipt and sufficiency of which are hereby acknowledged, we, Coleman Robinson (also known as Coleman Robinson, Jr.) and wife, Lillie Robinson, do hereby convey and quitclaim unto Joe R. Fancher, Jr., the following described property lying and being situated in Madison County, Mississippi, to-wit:

All  $W\frac{1}{2}$   $E\frac{1}{2}$  lying south and west of Doaks Creek, Section 12, Township 10 North, Range 3 East, LESS AND EXCEPT a tract of land containing 5.0 acres, more or less and described as beginning at a point 3.0 chains north of the southwest corner of  $W\frac{1}{2}$   $E\frac{1}{2}$  of said Section 12, said point being on north margin of public road, and running thence north 7.90 chains to a stake, thence south 73 degrees 10 minutes east 6.40 chains, thence south 7.90 chains to north margin of said public road, thence north 73 degrees 10 minutes west for 6.40 chains to point of beginning; and also LESS AND EXCEPT a tract of land containing 35.0 acres, more or less, and described as beginning at a point 31.0 chains north of southwest corner of  $W\frac{1}{2}$   $E\frac{1}{2}$  of said Section 12, and running thence east 8.20 chains to a stake, thence north to Doaks Creek, thence northwesterly along said creek to west line of said  $W\frac{1}{2}$   $E\frac{1}{2}$ , thence south along west line of said  $W\frac{1}{2}$   $E\frac{1}{2}$  to point of beginning;

Containing in all 100 acres, more or less.

Witness our signatures, this the 29th day of November, 1956.

Witness:  
Eloise H. Sandberg  
Centon, Miss.  
Dorothy Y. Cook

Coleman Mark Robinson  
Coleman Robinson

Lillie Robinson  
Lillie Robinson

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named Coleman Robinson (also known as Coleman Robinson, Jr.) and Lillie Robinson, husband and wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as and for their act and deed.

Given under my hand and official seal of office, this the 29th day of November, 1956.

My commission expires:

My Commission Expires First Monday in January 1960

W. A. Sims Chancery Clerk  
Notary Public  
By Adrie T. Lanning

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29th day of November, 1956, at 10:45 o'clock P.M., and was duly recorded on the 3rd day of December, 1956, Book No. 96 on Page 512 in my office.

Witness my hand and seal of office, this the 3rd day of December, 1956.

W. A. SIMS, Clerk  
By Adrie T. Lanning D. C.

66 513

QUITCLAIM DEED

For and in consideration of Ten (\$10.00) Dollars, the receipt and sufficiency of which are hereby acknowledged, I, Joe R. Fancher, Jr., do hereby convey and quitclaim unto Coleman Robinson and wife, Lillie Robinson, as an estate in entirety, with the right of survivorship, and not as tenants in common, the following described property, lying and being situated in Madison County, Mississippi, to-wit:

All  $W\frac{1}{2} E\frac{1}{2}$  lying south and west of Doaks Creek, Section 12, Township 10 North, Range 3 East, LESS AND EXCEPT a tract of land containing 5.0 acres, more or less and described as beginning at a point 3.0 chains north of the southwest corner of  $W\frac{1}{2} E\frac{1}{2}$  of said Section 12, said point being on north margin of public road, and running thence north 7.90 chains to a stake, thence south 73 degrees 10 minutes east 6.40 chains, thence south 7.90 chains to north margin of said public road, thence north 73 degrees 10 minutes west for 6.40 chains to point of beginning; and also LESS AND EXCEPT a tract of land containing 35.0 acres, more or less, and described as beginning at a point 31.0 chains north of southwest corner of  $W\frac{1}{2} E\frac{1}{2}$  of said Section 12, and running thence east 8.20 chains to a stake, thence north to Doaks creek, thence northwesterly along said creek to west line of said  $W\frac{1}{2} E\frac{1}{2}$ , thence south along west line of said  $W\frac{1}{2} E\frac{1}{2}$  to point of beginning;

Containing in all 100 acres, more or less.

Witness my signature, this the 29th day of November, 1956.

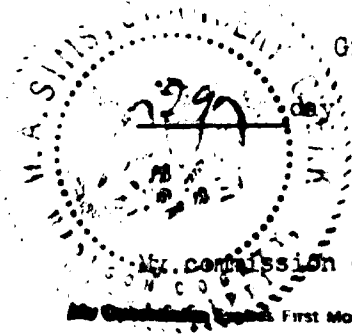
Joe R. Fancher, Jr.  
Joe R. Fancher, Jr.

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named Joe R. Fancher, Jr., who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as and for his act and deed.

Given under my hand and official seal of office, this the 29th day of November, 1956.



W. A. Sims Chancery Clerk  
Notary Public  
By: Alice Fancher

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29 day of November, 1956, at 10:46 o'clock A.M., and was duly recorded on the 2 day of Dec, 1956, Book No. 66 on Pages 513 in my office.

Witness my hand and seal of office, this the 3 day of December, 1956.

W. A. SIMS, Clerk  
By Alice Fancher D. C.

9774

MADISON

COUNTY, MISSISSIPPI

REFUGATE R.R. LINE WA 5539 FCA 350.2

## RIGHT OF WAY INSTRUMENT

In consideration of One Dollar (\$1.00) cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY, its successors and assigns, the right to construct, maintain and operate an electric circuit, across, over and on that certain land in the county of Madison, Mississippi, described as follows, to-wit:

PART OF THE SW 1/4 OF THE NE 1/4 SECTION  
35, TOWNSHIP 8 NORTH, RANGE 11 WEST, MADISON  
COUNTY, MISSISSIPPI.

together with the right to cut and trim trees or shrubbery to the extent necessary to keep them clear of said electric circuit. The location of poles will be such as to least interfere with farm operations, and Grantee shall not enclose said right of way.

Should Grantee, or its successors, remove said circuit from said land and abandon said right of way, the right herein created in Grantee shall terminate.

WITNESS my/our signature, this the 27 day of November, 1956.

WITNESS.

W. B. WilliamsMrs. Carolyn L. Hardeman

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named G. B. Williams, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named Mrs. Carolyn L. Hardeman and none others whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiant, subscribed his name as a witness thereto in the presence of the said Mrs. Carolyn L. Hardeman and none others and

Sworn to and subscribed before me, this the 27th day of November, 1956.

W. B. Williams My Comm. Expires 12-1-1960

(Official Title)

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of December, 1956, at 2:20 o'clock P. M., and was duly recorded on the 2 day of January, 1957 Book No. 26 on Page 1 in my office.

Witness my hand and seal of office, this the 3 of January, 1957.

W. A. SIMS, Clerk

By W. A. Sims, D. C.

BOOK 66 PAGE 55

MADISON

COUNTY, MISSISSIPPI

Y &amp; F FERRITE

LINE

WA 5265

PCA 350.2

## RIGHT OF WAY INSTRUMENT

In consideration of One Dollar (\$1.00) cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY, its successors and assigns, the right to construct, maintain and operate an electric circuit, across, over and on that certain land in the county of MADISON, Mississippi, described as follows, to-wit:

PART OF THE NW 1/4 SE 1/4 SECTION 30, TOWNSHIP

8 NORTH RANGE 1 WEST, MADISON COUNTY, MISSISSIPPI

together with the right to cut and trim trees or shrubbery to the extent necessary to keep them clear of said electric circuit. The location of poles will be such as to least interfere with farm operations, and Grantee shall not enclose said right of way.

Should Grantee, or its successors, remove said circuit from said land and abandon said right of way, the right herein created in Grantee shall terminate.

WITNESS my/our signature, this the 27 day of November, 1956

W. A. Williams

Margaret Kelley

Margaret Kelley

Lula Hedge

STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named G.B. Williams, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named Lula Hedge and none others whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiant, subscribed his name as a witness thereto in the presence of the said Lula Hedge and Margaret Kelley and

Sworn to and subscribed before me, this the 27th day of November, 1956

W. A. Sims

NOTARY PUBLIC

(Official Title)

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of November, 1956, at 8:00 o'clock P. M., and was duly recorded on the 3 day of Dec, 1956, Book No. 66 on Page 57 in my office.

Witness my hand and seal of office, this the 3 of December, 1956.

W. A. SIMS, Clerk

By Abbie T. Dunning, D. C.

WARRANTY DEED

For a valuable consideration cash in hand paid to me by Nelson Cauthen, the receipt of which is hereby acknowledged, I, Donnie Dee Sutherland sometimes known as Donnie Dee Tucker, do hereby convey and warrant unto the said Nelson Cauthen the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

West Half of Lot 12 in Couch and Yeargains Addition to the City of Canton, Madison County, Mississippi, and house no. 333 on Frost Street.

It is agreed and understood that the purchaser will pay the 1956 ad valorem taxes on the above described property and the grantor will transfer all insurance on said property to him.

Witness my signature, this the 30th day of November, 1956.

*Donnie Dee Sutherland*  
Donnie Dee Sutherland

*Donnie Dee Tucker*  
Donnie Dee Tucker

FITNESS:

*William M. Sims*

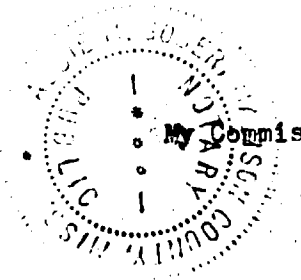
State of Mississippi

County of Madison

Personally appeared before me, the undersigned authority in and for said County and State, the within named Donnie Dee Sutherland, sometimes known as Donnie Dee Tucker, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as and for her act and deed.

Given under my hand and seal of office, this the 30 day of November, 1956.

*Abbie M. Golder*  
Notary Public



My Commission Expires: 2-15-58

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of November, 1956, at 11 o'clock M., and was duly recorded on the 30 day of November, 1956, Book No. 100 on Page 1 in my office.

Witness my hand and seal of office, this the 30 day of November, 1956.

W. A. SIMS, Clerk

By *Indice T. Simmons* D. C.

66-117

For a valuable consideration not necessary here to mention,  
the receipt and sufficiency of which are hereby acknowledged, we,  
McKINLEY PUGH and PEARLINE PUGH, husband and wife, do hereby convey  
and warrant unto JESSIE BENNETT and SARAH BENNETT that real estate  
situated in Madison County, Mississippi, described as:

Beginning at a point that is 3.15 chains North 89 degrees  
40 minutes West from the Northeast corner of the NW 1/4 of  
Section 18, Township 8 North, Range 2 East, and  
from said point of beginning run thence South 3.15 chains,  
thence run South 89 degrees 40 minutes East for 3.15 chains,  
thence run South for 2.85 chains, thence run North 89 degrees  
40 minutes West for 41.71 chains to the East margin of the  
public road, thence run along said East margin of the public  
road for 6.0 chains to the North line of Section 18, thence  
run South 89 degrees 40 minutes East for 38.46 chains to the  
point of beginning, and containing in all 24.0 acres, more  
or less, and all being situated in Section 18, Township 8  
North, Range 2 East.

The warranty herein does not extend to the oil, gas, and minerals  
in and under the above described lands but grantors do convey such mineral  
interest as they may have therein without warranty.

Grantors covenant and agree to pay the ad valorem taxes assessed  
against the above described property for the year 1956 when the same  
become due and payable.

WITNESS our signatures this 30th day of November, 1956.

McKinley Pugh  
McKinley Pugh

Pearline Pugh  
Pearline Pugh

STATE OF MISSISSIPPI

MADISON COUNTY

Personally appeared before me, a Notary Public in and for said  
County and State, the within named McKINLEY PUGH and PEARLINE PUGH, husband  
and wife, who acknowledged that they signed and delivered the foregoing  
instrument on the day and year therein mentioned as their act and deed.

Given under my hand and official seal this 20 day of

November, 1956.

R. M. G. Gough  
Notary Public

My commission expires: 9/1/57

STATE OF MISSISSIPPI, County of Madison:

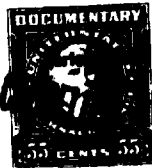
I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
for record in my office this 1st day of December, 1956, at 7:10 o'clock P. M.,  
and was duly recorded on the 3 day of Dec, 1956, Book No. 66 on Page 57  
in my office.

Witness my hand and seal of office, this the 3 of December, 1956.

W. A. SIMS, Clerk

By Addie Talmon D. C.

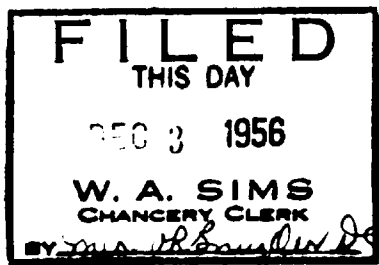
For a valuable consideration not necessary here to mention, cash in hand paid to us by the grantees herein, the receipt and sufficiency of which are hereby acknowledged, we, WILLIAM EDMINSTON HARRELD, JR., acting by and through W. E. Harreld, his attorney-in-fact, and JOHN D. FERGUSON do hereby convey and warrant unto PHIL JOHNSON, JR., and ELLEN JOHNSON, the following described real estate situated in the City of Canton, Madison County, Mississippi, described as:



Lot Seven (7) of Block "E" of Pear-Orchard Subdivision in the City of Canton, Mississippi, when described with reference to map or plat of said subdivision of record in Plat Book 3 at Page 7 thereof in the Chancery Clerk's Office of Madison County, Mississippi, reference to said map or plat being here made in aid of and as a part of this description; LESS AND EXCEPT therefrom all oil, gas, and minerals, said minerals having been heretofore conveyed.

The above described property constitutes no part of the homestead of either of the grantors herein.

WITNESS our signatures this 10th day of July, 1956.



WILLIAM EDMINSTON HARRELD, JR.,

By [signature]  
W. E. Harreld, Attorney-in-Fact

[signature]  
John D. Ferguson

STATE OF MISSISSIPPI  
MADISON COUNTY

Personally appeared before me, the undersigned authority in and for said County, the within named W. E. Harreld, Agent and Attorney-In-Fact for William Edminston Harreld, Jr., and John D. Ferguson who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand, at Canton, Miss., this the 11th day of July, 1956.

My Commission Expires January 10, 1959

[signature]  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of July, 1956, at 5:00 o'clock P.M., and was duly recorded on the 13 day of July, 1956 Book No. 54 on Page 474 in my office.

Witness my hand and seal of office, this the 13 day of July, 1956.

W. A. SIMS, Clerk

By [signature] D. C.

4-1089  
(July 1955)

Certificate No. 3929

66 62519

# The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Mount Salus, Mississippi, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant  
Abraham Penquite,  
according to the provisions of Chapter 7, Title 32 of the Revised Statutes of the United States and legislation supplemental thereto, for the following described land:

Choctaw Meridian, Mississippi.

T. 9 N., R. 2 E.,

Sec. 18,  $W\frac{1}{2}SW\frac{1}{4}$ .

The area described contains 80.12 acres,

according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever.

This patent is granted as and for a patent intended to have been granted and issued on December 1, 1830, but the issuance of which is not sufficiently evidenced by the records of the Bureau of Land Management.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the  
THIRTIETH day of NOVEMBER in the year of  
our Lord one thousand nine hundred and FIFTY-SIX  
and of the Independence of the United States the one hundred  
and EIGHTY-FIRST.

For the Director, Bureau of Land Management.

By Rose M. Beall  
Chief, Patents Section.

Patent Number 1167085

16-75413-1 U. S. GOVERNMENT PRINTING OFFICE

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3 day of December, 1956, at 11:00 clock A. M., and was duly recorded on the 6 day of Dec, 1956, Book No. 66 on Page 517 in my office.

Witness my hand and seal of office, this the 6 of December, 1956.

W. A. SIMS, Clerk

By Edwin J. Dunning, D. C.



THIS AGREEMENT Made and entered into this 1st day of December, 1937, by and between ELEANOR JACCARD, hereinafter referred to as "Jaccard" and META JEAN FOSTER, hereinafter referred to as "Foster," both of Kansas City, Jackson County, Missouri.

This Agreement is made with reference to the Last Will and Testament of Frank W. Porter and the Estate of Frank W. Porter, deceased, administered and probated in the Probate Court of Jackson County, Missouri, at Kansas City, Estate No. 31324, the parties hereto being daughters of said Frank W. Porter, deceased, and legatees under his said Will. This Agreement is also made with reference to the Last Will and Testament of Minnie M. Porter duly filed and admitted to probate in the Estate of said Minnie M. Porter, deceased, now pending in the Probate Court of Jackson County, Missouri, at Kansas City, Estate No. 45596, the parties hereto being daughters of said Minnie M. Porter, deceased, and her sole heirs and legatees under said Will.

It is acknowledged by the parties hereto that their respective rights are derived from their common parents and that the property herein referred to constitutes a distribution in kind and a settlement of their rights of inheritance and does not constitute an exchange of property, nor does either party hereto take anything from the other.

It is expressly agreed by and between the parties hereto as follows:

1. There shall be distributed to Foster:

(a) The sum of Seven Thousand (\$7,000.00) Dollars, which sum Jaccard agrees to cause to be paid, or to pay, to Foster as follows: Sixty-five Hundred (\$6500.00) Dollars on or before December 20, 1937, and the remaining Five Hundred (\$500.00) Dollars in ten (10) equal monthly installments of Fifty (\$50.00) Dollars each, payable on the 20th day of each month commencing January 20, 1938, each said installment to bear interest from maturity at the rate of five (5%) per cent per annum.

AMENDMENT TO PARAGRAPH 1, SUB-PARAGRAPH (a): This paragraph is amended so as to provide said entire sum of Seven Thousand (\$7,000.00) Dollars shall be paid on January 20th, 1938.

(b) The real estate and all improvements thereon being the premises and home known as No. 450 West 50th Street at the Northwest Corner of 50th and Pennsylvania Streets, in Kansas City, Jackson County, Missouri, hereinafter referred to as the Pennsylvania property.

2. There shall be distributed to Jaccard:

(a) All of the outstanding capital stock of Porter's Munger Laundry Company, a Missouri Corporation, and all of the assets and good will of said corporation and the business comprising said Porter's Munger Laundry.

(b) The real estate and the laundry building and garage known as No. 1333-37 E. 12th Street, Kansas City, Jackson County, Missouri, hereinafter referred to as the 12th Street property.

- 2 -

(c) All of Lots 135 and 136, Block 6, Crouse & Wittick's Addition to Kansas City, Jackson County, Missouri, being 58 feet of vacant ground lying on the East side of The Paseo between 14th and 15th Streets, having a depth of 117.9 feet, hereinafter referred to as the Paseo property.

(d) All of the East 33.4 feet of Lots 1 and 2, Gates & Kendall's First Addition in Kansas City, Jackson County, Missouri, having a frontage of 33.4 feet on 15th Street extending North 100 feet and the improvements, together with and subject to any and all leases thereon, and together with all rentals now due or hereafter accruing thereon, hereinafter referred to as the 15th Street property.

(e) The furniture, furnishings, equipment, silver, crystal, china, linens, rugs and carpets, pictures, ornaments and bric-a-brac (hereinafter referred to as the household goods) belonging to either of the said parents of the parties hereto at the time of his or her death and now contained in said premises at 450 West 50th Street, Kansas City, Missouri, except for a few items which are to be delivered to Foster, and which are itemized and described on the schedule hereto attached.

(f) Approximately 100 shares of the capital stock of Wilcox Oil & Gas Company, and approximately 4 shares of American Institute of Laundry, both in the possession of Jaccard.

(g) One Hundred (100) Shares of the common stock of Employers Reinsurance Corporation, now held by City National Bank & Trust Company of Kansas City, Missouri, as security for an indebtedness due and owing said Bank by said Laundry Company.

3. Jaccard shall cause said Pennsylvania property to be duly conveyed to Foster on or before December 20th, 1937, said conveyance to be made by Deed of the Executor of the Estate of said Minnie M. Porter, deceased, and by deed of Jaccard transferring and conveying her right, title and interest in and to said premises as an heir and legatee of said Minnie M. Porter; said conveyance shall be made free and clear of any and all liens and encumbrances of whatsoever kind or character and free and clear of any and all taxes and assessments, whether general or special, which can be paid during the year 1937. It is recited, however, that said Pennsylvania property was the property of Minnie M. Porter at the time of her death and that the administration and probate of her Estate was not commenced until about November 15, 1937, and that it will be approximately a year's time from the date hereof until claims of creditors of said Minnie M. Porter, deceased, would be barred by the special statute of limitations obtaining in this State. It is also understood between the parties that under the Laws obtaining in this State said property might by appropriate proceedings be made subject to the payment of the debts, if any, of said Minnie M. Porter, deceased, or of her Estate, if the personal property contained in her Estate proves insufficient for such purposes. Accordingly, Jaccard does hereby agree to protect, indemnify, defend and save harmless Foster from and against any and all claims or charges against said Pennsylvania Property.

4. Foster agrees to and shall execute and deliver to Jaccard the following:

(a) A Quit Claim Deed of Quit Claim Deeds conveying all of Foster's right, title and interest in and to the 12th Street, Paseo and 15th Street properties, together with all leases thereon and all rentals now due or hereafter accrued thereon, which Deeds shall also be executed by the husband of Foster.

(b) A transfer and assignment of all of Foster's right, title and interest in and to the said household goods and all of the shares of capital stock of said Porter's Munger Laundry Company duly issued to and standing in the name of Foster, together with an assignment of all of Foster's right, title and interest in and to the said corporation and in and to the assets and good will thereof.

(c) A transfer and assignment of all of Foster's right, title and interest in and to said 100 Shares of the Common Stock of Employers Reinsurance Corporation.

5. It is expressly understood and agreed as a part of the consideration hereof that Jaccard makes no warranty of title to the property described in Sub-paragraph (b) of Paragraph 1 hereof, and that Foster makes no warranty as to the title to any property described in Paragraph 2 hereof. It is further agreed that neither Foster nor any of the assets distributed to her hereunder shall be liable to or charged with liability for the benefit of Jaccard. It is further agreed that neither Jaccard nor any of the assets distributed to her hereunder shall be liable to or charged with liability for the benefit of Foster except as herein expressly otherwise provided.

6. It is expressly recited that Foster receives no part of the assets of said corporation or said laundry business and Jaccard expressly covenants and agrees to protect, indemnify, defend and save harmless Foster from and against any and all liabilities and indebtedness of said corporation and business and from and against any and all claims which may be asserted against Foster in connection with said corporation or its business, or the operation thereof, or any indebtedness thereof.

7. Foster agrees to procure a Five Year Convertible Term Policy of Life Insurance on her life, in the face amount of \$10,000.00, if the same shall be procurable, with The Northwestern Mutual Life Insurance Company, or New York Life Insurance Company, or Equitable Life Assurance Society of the United States, or some other Company satisfactory to Jaccard, naming Jaccard, her sister, as beneficiary therein. Jaccard shall pay the first premium upon said policy (whether quarterly, semi-annually or annually) and thereafter may continue to pay premiums on said policy so long as she desires and so long as the aunt of the parties, Helen Frances Porter, shall be living. Said policy shall provide that during the lifetime of said aunt and so long as Jaccard shall pay said premiums, Foster shall not change Jaccard as a beneficiary in said policy. From and after the death of said aunt, however, or from and after the time Jaccard may cease to pay premiums upon said policy (whichever may first occur) Foster shall have the right to change the beneficiary therein named. Jaccard shall be deemed to cease to pay premiums upon said policy if in any instance

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she shall fail to pay any premium on or before twenty-five (25) days after the initial due date thereof exclusive of the period of grace. It is here recited that the purpose of said insurance is to enable Jaccard, at her own request, to protect herself on the distribution of said Estate herein made in kind to Foster in the event Foster shall predecease said aunt, it being provided under the terms of the Last Will and Testament of said Frank W. Porter as follows:

"And I direct that after the death of my beloved wife and my said sister (Helen Frances Porter), that what remains in my Estate, shall be divided equally between my two daughters, Eleanor Frances and Meta Jean; and if either of them should depart this life leaving descendants these descendants shall be given the part provided for said deceased daughter."

If Foster shall predecease her said aunt without leaving descendants surviving, then in such event Jaccard shall and hereby agrees, for herself, her heirs, executors, administrators and assigns, promptly following the death of Foster, to execute and deliver a good and sufficient instrument quit claiming all of Jaccard's right, title and interest in and to the property herein distributed to Foster, said quit claim instrument to be executed and delivered to the Executor under the Last Will and Testament of Foster or to the Trustee under any Testamentary Trust created by Foster, and, if Foster shall leave no Will or Testamentary disposition, to the husband of Foster, if any, surviving Foster.

If Jaccard shall predecease her said aunt without leaving descendants surviving, then in such event Foster shall and hereby agrees, for herself, her heirs, executors, administrators and assigns, promptly following the death of Jaccard, to execute and deliver a good and sufficient instrument quit claiming all of Foster's right, title and interest in and to the property herein distributed to Jaccard, said quit claim instrument to be executed and delivered to the Executor under the Last Will and Testament of Jaccard or to the Trustee under any Testamentary Trust created by Jaccard, and, if Jaccard shall leave no Will or Testamentary disposition, to the husband of Jaccard, if any surviving Jaccard.

8. It is here recited that under the provisions of the Last Will and Testament of said Frank W. Porter, a bequest to the said aunt of the parties hereto, in the sum of Forty (\$40.00) Dollars per month was made, and provisions were also made in said Will for the application of the income from the Estate of said Frank W. Porter, or the principal thereof if necessary, for the maintenance of a home, and toward provisions for necessary fuel, food, maintenance, clothing and other comforts for the benefits of said aunt. Jaccard expressly agrees to discharge all provisions of the Will of said Frank W. Porter in respect of said aunt, Helen Frances Porter, and agrees to protect, indemnify, defend and hold Foster harmless from and against any and all claims, demands or liabilities with respect thereto.

INSERT OF OMISSION TO PARAGRAPH 8:

The following sentence was inadvertently omitted and is now included as a sentence immediately following the first sentence of said paragraph:

"Jaccard expressly agrees to procure and deliver to Foster the written consent of said Helen Frances Porter to this Agreement and the waiver and relinquishment of any and all rights of said Helen Frances Porter under said Will, or otherwise, against any of the assets herein distributed to Foster, said consent and waiver to be duly acknowledged, and to be in form reasonably satisfactory to counsel for Foster."

9. Jaccard further expressly agrees to bear and discharge all costs, charges, expenses, attorneys fees, inheritance taxes and all other taxes accruing by reason of the death of Minnie M. Porter and the probating and handling of her Estate, and the distribution thereunder and hereunder.

10. Foster agrees to lease to Jaccard, and Jaccard agrees to lease from Foster, in the present condition thereof, the said Pennsylvania Property for a period commencing with the date hereof and expiring March 31, 1938, at a monthly rental of Seventy (\$70.00) Dollars per month, payable monthly in advance, provided, however, that if, commencing with the date hereof, Jaccard shall do the personal and household laundry for Foster and her husband, without charge during the period of said lease, shall be entitled to a credit upon said rental of Twenty (\$20.00) Dollars per month. Said Lease shall be prepared on printed form of House Lease, Form 58, Class E, printed and prepared by C. S. Demaree, Kansas City, Missouri, and shall contain a provision authorizing Foster to terminate said tenancy on any thirty (30) days (or more) written notice (whether the same shall expire at the end of or during any regular month) in the event Foster shall make a bona fide sale of or exchange of said premises and the purchaser thereof shall require that said premises be vacated. Said Lease shall be executed between the parties hereto on or before the 20th day of December, 1937, but as of the date hereof.

AMENDMENT TO PARAGRAPH 10: The date March 31, 1938, appearing in the fourth line, is changed to April 30, 1938.

11. As security for the payment of the sum specified in sub-paragraph (a) of Paragraph No. 1, and as security for the indemnity agreement contained in Paragraph No. 3, and as security for the payment of the sums provided for in Paragraph No. 10, Jaccard agrees to execute and deliver to Foster on or before December 20, 1937, a First Deed of Trust conveying said 12th Street, Paseo and 15th Street properties, said Deed of Trust to contain the terms and provisions of the Standard Long Form First Deed of Trust in general use in Kansas City, Jackson County, Missouri. Said Deed of Trust by its terms shall also provide that when the Estate of said Minnie M. Porter, deceased, shall have been duly administered and it shall be satisfactorily shown that there are no claims or demands or obligations of said Minnie M. Porter, deceased, or her said Estate, which may constitute a charge or lien against said Pennsylvania Property, and when Jaccard shall also have paid and discharged all of her other obligations for which said Deed of Trust is given as security, the said Deed of Trust shall, upon the written demand of Jaccard, be satisfied and released by Foster. In lieu of such Deed of Trust Jaccard shall have the right to procure and deliver to Foster a good and sufficient Surety Company Bond, in form reasonably satisfactory to counsel for Foster, indemnifying Foster as provided in this paragraph.

AMENDMENT TO PARAGRAPH 11: Paragraph 11 is amended so as to provide only for the Bond referred to in the last paragraph as security for the Indemnity Agreement contained in Paragraph 3, and the provision for furnishing the Deed of Trust as security is waived.

12. All instruments to be executed and delivered by Foster to Jaccard on or before December 20, 1937, and all instruments to be executed or procured by Jaccard and to be delivered to Foster on or before December 20, 1937, and all sums to be paid by Jaccard to Foster on or before December 20, 1937, shall be made concurrently, provided, however, that if by December 20, 1937, the parties shall not have determined the insurability of Foster as provided in Paragraph No. 7 hereof, or if Kansas City Title & Trust Company shall not have determined whether or not it will issue its Guarantee Title Policy as provided in Paragraph No. 13 hereof; said papers and said sums shall be deposited in escrow with the Kansas City Title & Trust Company on said 20th day of December, 1937, to be held subject and pursuant to the terms and provisions of this Agreement until delivery can be made.

13. In the event Foster shall be unable to procure such policy of life insurance referred to in Paragraph No. 6 hereof, Jaccard shall have the option at any time after written notice of such inability, and within five (5) days after such written notice, to cancel this Agreement.

- 4 -

14. In the event the Kansas City Title & Trust Company shall refuse to issue its Guarantee Title Policy to Foster on said Pennsylvania Property (save and except with respect to the payments of claims against the Estate of said Minnie M. Foster, deceased), Foster shall have the right to cancel this Agreement at any time within five (5) days after delivery of written notice of such refusal by said Kansas City Title & Trust Company.

15. In the event of cancellation of this Agreement under the provisions of either of the two preceding paragraphs the rights of the parties shall be the same as if this Agreement had never been entered into.

16. Reference is here made to the following described properties:

The South ten (10) acres of the North twenty (20) acres of Block Nine (9) out of the Monte Grande Subdivision of a part of Shares Numbers 9, 15 and 17 of the Espiritu Santo Grant in Cameron County, Texas,

hereinafter referred to as the Texas Property, and

Lots One (1), Two (2), Seven (7) and Eight (8) of Highland Colony Number One (1), otherwise described as the Northeast Quarter of Northeast Quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Twenty-four (24), Township Seven (7), Range One (1) East, Madison County, Mississippi,

hereinafter referred to as the Mississippi Property.

It is agreed by and between the parties hereto that if the fair market value of said Texas Property over and above any indebtedness thereon shall not equal or exceed the sum of Five Hundred (\$500.00) Dollars that then in such event said Texas Property shall be distributed to Jaccard, and Foster shall execute and deliver within a reasonable time after demand a Quit Claim Deed therefor to Jaccard, which Quit Claim Deed shall also be executed by the husband of Foster. If, on the other hand, the fair market value of the Texas Property over and above such indebtedness shall equal or exceed the value of \$500.00 the said Texas property shall be distributed to Foster and to Jaccard as tenants in common, share and share alike.

It is agreed by and between the parties hereto that if the fair market value of said Mississippi Property over and above any indebtedness thereon shall not equal or exceed the sum of Five Hundred (\$500.00) Dollars that then in such event said Mississippi Property shall be distributed to Jaccard, and Foster shall execute and deliver within a reasonable time after demand a Quit Claim Deed therefor to Jaccard, which Quit Claim Deed shall also be executed by the husband of Foster. If, on the other hand, the fair market value of the Mississippi Property over and above such indebtedness shall equal or exceed the value of \$500.00 the said Mississippi Property shall be distributed to Foster and to Jaccard as tenants in common, share and share alike.

Indebtedness as herein used shall not include any indebtedness due and owing either of the parties hereto nor any indebtedness due the Estates of Frank W. Porter or Minnie M. Porter, or any indebtedness due said aunt.

The parties hereto shall determine and agree upon such fair market value of said properties within three (3) months from the date hereof, and if the parties hereto are unable to agree the matter shall be submitted to arbitration in the customary and usual manner and method.

For clarity it is here recited that Foster as to any assets or property in this Agreement described belonging to either the Estate of FRANK W. PORTER or MINNIE M. PORTER, does hereby transfer and assign all of her right, title and interest to Jaccard, provided, however, that this transfer and assignment does not include but excludes any and all property herein distributed to Porter and does not include but excludes any property or assets of Frank W. Porter or Minnie M. Porter, or their respective Estates which may be hereafter discovered or which are not described in this Agreement.

17. If there be any assets or property belonging to either the Estates of Frank W. Porter or Minnie M. Porter not herein mentioned, or which may be hereafter discovered, the same shall be distributed to the parties hereto, share and share alike.

18. This Agreement and all provisions herein shall be binding upon and shall inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

Eleanor Jaccard  
Eleanor Jaccard

Meta Jean Foster  
Meta Jean Foster.

STATE OF MISSOURI )  
( SS.  
COUNTY OF JACKSON )

On this 15th day of December, 1937, before me, Dorothy E. Cronin, a Notary Public, personally appeared ELEANOR JACCARD to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Missouri, the day and year last above written.

Dorothy E. Cronin  
Notary Public in and for said  
County and State.

My commission expires My Commission Expires Dec. 19, 1939

STATE OF MISSOURI )  
COUNTY OF JACKSON ) ss.

On this 15<sup>th</sup> day of December, 1937, before me,  
Dorothy E. Cronin, a Notary Public, personally  
appeared ETA JEAN POSTER to me known to be the person described  
in and who executed the foregoing instrument, and acknowledged  
that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
and affixed my official seal at my office in Kansas City,  
Missouri, the day and year last above written.

Dorothy E. Cronin  
Notary Public in and for said  
County and State.

My commission expires My Commission Expires Dec. 19, 1939.

STATE OF MISSISSIPPI, County of Madison:

P. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
for record in my office this 3 day of December, 1937, at 5:15 o'clock P. M.,  
and was duly recorded on the 3 day of December, 1937, Book No. 62 on Page 57  
in my office.

Witness my hand and seal of office, this the 3 day of December, 1937.

W. A. SIMS, Clerk

By Edith L. Manning D. C.



MINERAL RIGHT AND ROYALTY TRANSFER  
(To Undivided Interest)

STATE OF MISSISSIPPI  
COUNTY of MADISON

KNOW ALL MEN BY THESE PRESENTS:

that Mrs. Coleman Knight, also known as Betty Jo Gilbert Knight, of Bogalusa, Louisiana,

hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of TEN and 00/100 Dollars \$ 10.00 and other good and valuable considerations, paid by Josephine D. Ray

hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee ~~undivided~~ ALL OF MY ~~undivided~~ interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Madison State of Mississippi, and described as follows:

Beginning at a stake 12 links east of a sycamore tree eighteen inches in diameter, at the northeast corner of Section 1, Township 10 North, Range 3 East, and run thence south 89 degrees and 40 minutes west 19 chains and 58 links, thence run south 0 degrees and 10 minutes east for 31 chains and 95 links to a stake, thence run south 89 degrees and 40 minutes east for a distance of 19 chains and 58 links, more or less, to the line which is the east boundary line of the said Section 1, and is the west boundary line of Section 6, Township 10 North, Range 4 East, thence continue south 89 degrees and 40 minutes east for a distance of 54 chains and 40 links to the center of the public road from Canton to Pickens, thence run northerly with the several meanderings of said public road as follows: North 20 degrees and 10 minutes west for 4 chains and 53 links, thence north 25 degrees and 0 minutes west for 6 chains and 74 links, thence north 11 degrees and 15 minutes west for 9 chains and 65 links, thence north 9 degrees and 0 minutes west for 13 chains and 54 links, thence north 69 degrees and 0 minutes west for 5 chains and 3 links, thence north 20 degrees and 20 minutes west for 11 chains and 13 links, thence north 30 degrees and 45 minutes west for 4 chains and 46 links, thence north 7 degrees and 10 minutes west for 2 chains and 85 links, more or less, to the intersection of said public road with the north boundary of the S½ SW¼ of Section 31, Township 11 North, Range 4 East, thence run north 89 degrees and 40 minutes west with the said north boundary for a distance of 33 chains and 70 links, more or less, to the western boundary of said Section 31, Township 11 North, Range 4 East, marked by a sycamore tree eighteen inches in diameter, thence run south for nineteen chains and 45 links to a stake at the point of beginning; including and comprising 73½ acres in Section 31, Township 11 North, Range 4 East, 159 acres of land in Section 6, Township 10 North, Range 4 East, and 61.8 acres of land in Section 1, Township 10 North, Range 3 East. Further included herein, is the NW¼ SW¼ of Section 31, Township 11 North, Range 4 East, containing 40 acres of land, more or less. All of the above land comprising a total of 334.3 acres of land, more or less. Being the land described and conveyed in the deed from B. H. Bacon to Ruby Bacon in deed duly recorded in Book WWW at Page 364, and also described in deed from Robert H. Powell, Commissioner of the Chancery Court of Madison County, Mississippi, to Paul Watkins, duly of record in Book 1, Page 182, and which was conveyed to J. A. Ratliff by S. C. Ward by his deed in Book 6, Page 206, reference being made thereto as a part of this description; Also, the E½ SE¼ and the NW¼ SE¼ of Section 36, Township 11 North, Range 3 East, being the land acquired from Clifford Castens by deed duly of record in Book 7, Page 211.

This deed covers and conveys all royalties that accrue on or after December 1, 1956, and grantor reserves the right to collect the royalties accruing during the month of November, 1956.

SIGNED FOR IDENTIFICATION:

Mrs. Coleman Knight  
(Mrs. Coleman Knight, also known as  
Betty Jo Gilbert Knight)

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on or under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all and singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, if any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

WITNESS the signature of the grantor this first day of December, 19 56

Witnesses:

Robert T. Lapa  
Metta A. McMillan

Mrs. Coleman Knight  
Mrs. Coleman Knight (also known as Betty Jo Gilbert Knight)

STATE OF ~~MISSISSIPPI~~ LOUISIANA

~~GEORGETOWN~~ PARISH OF WASHINGTON

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named MRS. COLEMAN KNIGHT, also known as BETTY JO GILBERT KNIGHT,

who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein named as first free and voluntary act and deed.

Given under my hand and official seal, this the 4 day of December, A. D., 19 56

My commission expires: at death

John Clayfield  
Notary Public Washington Parish La

STATE OF MISSISSIPPI,

COUNTY OF \_\_\_\_\_

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction,

one of the subscribing witnesses to the foregoing instrument, who, being by me first

poseth and saith that he saw the within named \_\_\_\_\_

subscribed thereto, sign and deliver the same to \_\_\_\_\_

in the presence of the said \_\_\_\_\_

subscribing witness; that he saw \_\_\_\_\_

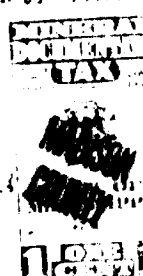
thereto in the presence of the said \_\_\_\_\_

and that the su: \_\_\_\_\_

subscribed their names to said instrument in the \_\_\_\_\_

ie day and year \_\_\_\_\_

A. D., 19 \_\_\_\_\_



MINERAL RIGHT  
AND ROYALTY TRANSFER

To \_\_\_\_\_

Filed for Record this 5

day of \_\_\_\_\_

A. D., 19 \_\_\_\_\_

At \_\_\_\_\_ O'clock \_\_\_\_\_ M.

W. J. Lewis

Clerk of the Chancery Court

County, Mississippi

By \_\_\_\_\_

Notary Public

WEDGEMAN BROS., JACKSON, MISS.

THIS INDENTURE, made this 4th day of December, 1956, by and between the City of

Canton, Mississippi, Party of the First Part, and John Thomas James, Jr.  
Party of the Second Part, witnesseth:

WHEREAS, by a certain deed executed by Mike Wohner and Katie Wohner Smith dated February 14, 1945, and recorded in the Chancery Clerk's office of Madison County, Mississippi, in Book No. 29, Page 475, the said Wohner and Smith did convey to said City a certain lot or parcel of land, which is fully described in said deed; AND WHEREAS, it is the intention of said City to use said land as a CEMETERY for the burial of the dead, and so sell and convey said land in small lots, for the purpose aforesaid; AND WHEREAS, a survey and subdivision of said land has been duly made, and certified by the surveyor of said City; AND WHEREAS, the Mayor and Board of Aldermen of said City have by order as shown on Page 189 of Minute Book 12 of said City, authorized the Clerk of said City to execute deeds of conveyance for the unsold lots, to parties desiring same, at prices fixed in said Ordinance, for and in behalf of said City.

NOW, THEREFORE, in consideration of the premises hereinbefore recited, and of the sum of \$ 50.00 cash in hand paid to the said party of the first part by the said party of the second part, the said party of the first part by and through its Clerk, does hereby convey and warrant unto the said party of the second part, forever:

Lot No. 36 in Block E, according to the survey, subdivision and plat of said land hereinbefore referred to and known as the 1946 Addition to the Canton Cemetery.

The Party of the First Part has established the grade and elevation of the lots and will maintain the same.

The Party of the Second Part by the acceptance of this deed, agrees to the above.

In testimony whereof, the said Party of the First Part hath hereto set its hand and affixed its seal, the day and year first herein written.

(Seal)

STATE OF MISSISSIPPI,  
COUNTY OF MADISON

CITY OF CANTON, MISSISSIPPI

By Bertha McKey, City Clerk

Personally appeared before me, the undersigned officer, who is duly qualified and empowered to take and certify acknowledg-

ments of Deeds in said County and State, the within named Bertha McKey  
Clerk of the City of Canton, Mississippi, who acknowledged that she signed and impressed the City's Seal thereon and delivered the foregoing deed on the day and year therein mentioned as the act and deed of said City.

Given under my hand and official seal this the 4 day of December, 1956

(Seal)

Mattie G. G.  
Notary Public

My Commission expires: 11-20-60

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 5 day of December, 1956, at 1:45 o'clock P.M., and was duly recorded on the 6 day of December, 1956, Book No. 66 on Page 531 in my office.

Witness my hand and seal of office, this the 6 day of December, 1956.

W. A. SIMS, Clerk

By J. D. C.