NO 462

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid me and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I. E. L. STANLEY, Grantor, do hereby convey and forever warrant unto LELIA S. CLARK, Grantee, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Lot forty-eight (48) of Lake Cavalier, Part 3, a subdivision, according to the map or plat thereof which is on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, reference to which map or plat is hereby made in aid of and as a part of this description.

And for the same consideration aforementioned, Lake Cavalier, Inc.

does hereby grant and convey unto the Grantee's successors in title, a nonexclusive, perpetual and irrevocable easement for the use of the surface of
Lake Cavalier situated in Sections 5 and 8, Township 7 North, Range 1 East,
Madison County, Mississippi, for fishing, boating, swimming and water sports,
subjuct to the terms, conditions and covenants contained in that certain instrument executed by Lake Cavalier, Inc., recorded in Book 74, at page 70,
in the Office of the Chancery Clerk of Madison County, Mississippi.

And for the same consideration aforementioned, the undersigned does hereby grant and convey unto the aforementioned Grantee and unto the Grantee's successors in title a non-exclusive, perpetual and irrevocable easement over and across those certain areas forty feet in width designated "road" and "reserved for private road" on the plat of said subdivision and over and across any roadways heretofore improved and graveled by Grantor located upon adjoining land of Grantor for purposes of ingress and egress to and from the public road which adjoins grantor's other lands.

THE WARRANTY OF THIS CONVEYANCE is made subject to the following, to-wit:

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1969.
- 2. Reservation by prior owners of all oil, gas and other minerals lying in, on and under said property.
- 3. All of those same certain protective and restrictive covenants heretofore executed by the Grantor and of record in the Office of the Chancery Clerk of Madison County, Mississippi, in Book 74 at page 70 thereof, it being specifically understood and agreed that said covenants shall be binding upon the Grantce and Grantee's successors in title with like effect as if the particular lot hereby conveyed had been specifically mentioned in said covenants as being subject thereto, and the said covenants shall run with the land from this date until the expiration date set forth in said instrument. In addition to the aforementioned covenants, (anything contained in said covenants to the contrary notwithstanding) from this date until the expiration date of the aforementioned covenants, no dwelling shall be permitted on the lot hereby conveyed, the ground floor area of which dwelling, exclusive of one story open porches and garages shall be less than 900 square feet, no dwelling shall exceed two stories in height, and no building shall be located nearer than 100 feet to the front lot line of said lot. The lot line of said lot nearest to or abutting the water line of Lake Cavaller shall always be considered the front lot line of said lot, and any residence constructed on said lot shall be so constructed as to front or face the main body of Lake Cavalier.
- 4. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, recorded in Supervisor's Minute Book AD at page 266.

BOOK 114 F/GE 500

WITNESS MY SIGNATURE on this the

STATE OF MISSISSIPPI COUNTY OF MADISON day of January, 1969.

for the jurisdiction abo	PPEARED before me, the undersigned authority in and over mentioned, E. L. STANLEY, who acknowledged to deliver the foregoing instrument on the date and for tated.	
GEAL) MY COMMISSION EXP	HAND and official seal on this the 10th day of July M January Public IRES:	
My Commission Expires Dec. 16, 1972	•	
	 	
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STATE OF MISSISSIPPI, County of M	adison:	
for ratord in any other this /y	cery Court of said County, certify that the within instrument was filed day of Jennary 1969, at //:00 oclock M.,	
and was duly recorded on the 19	day of February 1969, Book No. 114 on Page 418	
	office, this the 19 of February 1969.	
Maria de la maria della maria	By Dlady W. STATS, Olerk By Dlady W. Januel D. C.	
-m	- J. C.	
	10 140 - 10 2000-000 00 000 0000-000-000-000-000-0	
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BOOK 114 94GE 501

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ten (\$10.00) Dollars cash in hand part us and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, We, G. MILTON CASE and R. L. GOZA, Grantors, do hereby convey and forever warrant unto, WILLIE CASE, during his natural life, and then to MILDRED CASE JOHNSON, (a life estate in Willie Case, with the remainder in Mildred Case Johnson), Grantees, the following described real property lying and being situated in the County of Madison, State of Mississippi, to-wit:

An undivided one-eighteenth (1/18th) interest in and to that certain tract of land described as follows. Beginning at a point on the North margin of the Davis Switch Road which said point of beginning is 565 feet East of the Southwest corner of SE SW , Section 19, Township 10 North, Range 3 East, and from said point of beginning run thence North 21 degrees 30 minutes East 455 feet to a stake, thence North 38 degrees 30 minutes West 1002 feet to a stake, thence North 350 feet to a stake, thence North 50 degrees East 1250 feet to a stake, thence South 37 degrees East 1010 feet to a stake, thence South 700 feet to a stake, thence South 56 degrees West 970 feet to a stake, thence South 21 degrees 30 minutes West 455 feet to a stake on the North margin of Davis Switch Road, thence West along the North margin of said road 40 feet to the point of beginning, all in the S_2^1 of Section 19, Township 10 North, Range 3 East, containing 47 acres, more or less LESS AND EXCEPT ALL OIL, GAS AND OTHER MINERALS.

Subject to the terms and conditions of that certain warranty deed from A. C. Stephens and wife, Alma C. Stephens, to grantors herein dated February 11, 1954, and recorded in Book 58 at Page 77.

It is the Grantors' intention, and they do hereby, convey the two story building, and the land on which it is situated, together with appurtenances thereto at Lake Stephens to the Grantees, along with all other rights and benefits acquired by the Grantors by virtue of that certain warranty deed to the Grantors

BOOK 114 2/05/502

recorded in Book 82 at Page 209 in the records of the Chancery Clerk's Office of Madison County, Mississippi.

WITNESS OUR SIGNATURES, this the 10-day of February, 1969.

G. Milton Case

R. L. Goza

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the above mentioned jurisdiction, G. MILTON CASE AND R. L. GOZA, who acknowledged that they did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official scal on this the day of February,

Notary Public

AY COMMISSION EXPIRES

"May 10, 1972

STATE OF MISSISSIPPI, County of Madison:

1, 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 fell 1969, at 11:00 o'clock a M., and was duly, recorded on the /9 day of fell 1969, Book No. // 4 on Page 50 / in thy offices my hand and seal of office, this the /9 of fell 1969.

Winders my hand and seal of office, this the /9 of fell 1969.

By Blady W. A. Gais, Ork

By Blady W. A. Gais, Ork

INDEXED

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BDOK 114 P/GE 503

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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars cash in hand paid us, and other good and valuable consideration, including the assumption by the Grantee herein of the payment of the unpaid balance of that certain indebtedness to First Federal Savings & Loan Association of Canton, Canton, Mississippi, evidence by a promissory note dated September. 9. 1966, and the assumption of the duties and obligations under that certain deed of trust of even date therewith securing said indebtedness which is recorded in Book 343 at page 171 in the office of the Chancery Clerk of Madison County, Mississippi, such payment to be made in the amounts and at the times specified in said note and subject to the terms, conditions and provisions of said deed of trust, the receipt and sufficiency of which is hereby acknowledged, we, J. HERVEY EVANS and BETTY A. EVANS, husband and wife, do hereby convey and forever warrant unto DOROTHY JEAN GOZA, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot five (5) in Block Three (3) of Virginia Addition, a subdivision, according to the map or plat thereof of record in Plat Book 4 at page 17 in the office of the Chancery Clerk of Madison County, Mississippi reference to which is hereby made in aid and as a part of this description.

THIS CONVEYANCE AND THE WARRANTY herein contained are hereby expressly made subject to the following, to-wit:

- 1. City of Canton, Madison County and State of Mississippi ad valorem taxes for the year 1969 and subsequent years.
- 2. The obligations, terms, provisions, conditions and covenants contained in the above mentioned deed of trust.

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3. The City of Canton, Mississippi Zoning Ordinance of 1958, as amended.

The Grantors hereby transfer, set over and assign unto the Grantee all funds held in escrow by First Federal Savings & Loan Association of Canton, Canton, Mississippi, for the payment of hazard insurance and taxes in connection with the above mentioned indebtedness.

WITNESS OUR SIGNATURES on this the 15-day of February, 1969.

J. Hervey Eyans

Botty a Evans

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, J. HERVEY EVANS AND BETTY A. EVANS, who each acknowledged to me that they did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 15 = day of February, 1969.

Notary Public

MY 'GOMMISSION EXPIRES:

FIATE OF MISSISSIPPI, County of Madison:

1, W. A Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of 7 day of 1969, at 1100 o'clock a.M., and was duly recorded on the 19 day of 7 da

P.R.

470 For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, NANCY DENNIS BONNET INGRAM do hereby quit claim and release unto PATRICIA ANN BONNET, all of my right, title and interest in and to the following described land and property situated in MADISON COUNTY, MISSISSIPPI, to-wit:

QUIT CLAIM DEED

PARCEL 1. That portion of East 1/2 of NE 1/4 lying Southerly of Canton & Virlilia public road; the North 1/2 of NE 1/4 of SE 1/4; and the East 40 acres of the South 60 acres of the East 1/2 of Southeast 1/4, all in Section 20, Township 9 North, Range 2 East.

The Fast 1/3 of that portion of East 1/2 of PARCEL 2. The Fast 1/3 of that portion of East 1/2 of Northeast 1/4 of Section 20 lying Northerly of Canton & Virlilia public road; and the Northwest 1/4 of Northwest 1/4 of Section 21, in Township 9 North, Range 2 East.

WITNESS my signature, this the May of February, 1969.

Mancy Dennis Bonnet Ingram

STATE OF MISSISSIPPI COUNTY OF HINDS::::

Personally appeared before me the undersigned authority, in and for the jurisdiction aforesaid, Nancy Dennis Bonnet Ingram, who acknowledged to me that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and seal, this the Juliday of February,

1969.

Notary Public

My commission expires: (14,3/1970)

STATE OF MISSISSIPPI, County of Madison:

1, W. A. Sims Clerk of the Chancery Court of said County, certify that the within instrument was filed

for record in my office this /7 day of fell 1967, at 8 35 o'clock M.,

and was duly recorded on the /9 day of fell 1969, Book No. // on Page 505

in my office my hand and seal of office, this the /9 of fell was duly recorded on the /9 day of fell 1969.

W. A. Shis, Clerk

By Malig H. Spring D. C.

WARRANTY DEED

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of .O. which are hereby acknowledged, we, W. T. KERNOP and JOSIE MAE KERNOP, husband and wife, do hereby convey and warrant unto ERNEST M. COCHRANE and BOBBIE A. COCHRANE, husband and wife, the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

> Lot 11 of Twin Lakes Subdivision according to plat thereof on file and of record in plat Book 5 at Page 8 of the records of the Chancery Clerk of Madison County, Mississippi.

The property herein conveyed is subject to those certain protective covenants dated July 1, 1967 and recorded in Book 351 at Page 530 of said records; and also subject to the Zoning Ordinance and Subdivision Regulations of Madison County, Mississippi.

There is excepted from this conveyance all oil, gas and other minorals which have heretofore been reserved or excepted by prior owners. In addition thereto, grantors except and reserve unto themselves an undivided one-half (1/2) of all oil, gas and other minerals presently owned by them.

Grantors hereby reserve unto themselves the "right of refusal" or prior right and privilege to repurchase the land from grantees in the event it is ever offered for sale. As a material part of the consideration herefor, grantees agree, by the acceptance of this deed, that in the event said land is ever offered for sale by grantees, it shall not be sold to a third party without first offering it to grantors on the same terms of any bona fide proposed sale to said third party and without also securing the written refusal of grantors to purchase upon said terms.

WITNESS our signatures, this the 17th day of February, 1969.

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named W. T. KERNOP and JOSIE MAE KERNOP, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument the day and year therein mentioned.

February, 1969.

(SÉÁÚ) 🤥 Myrcommission expires:

STATE OF MISSISSIPPI, County of Madison:

1.1, W. A. Sims, Olerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of February, 1969, at 10:20 oclock A.M., and was duly recorded on the 19 day of Feb., 1969, Book No. 114 on Page 506 Witness my hand and seal of office, this the 19 of

Man ...

W. A. SJUIS, Clerk

Parcel

D. C.

es ill met J.

INDEXED

WARRAUTY DEED

NO 437

FOR AND IN COMSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned FRANK D. SIMPSON, do hereby sell, convey, and warrant unto MUBERT R. ROBERTS and wife, ELSIE J. ROBERTS, as joint tenants with rights of survivorship and not as tenants in common, the following described land and property being situated in Hadison County, Mississippi, to-Wit:

Lot 4, Block 'H" Magnolia Meights Subdivision Part 3, Madison County, Mississippi according to a map or plat thereof on file in the office of the Chancery Clerk of Madison County, in Plat Book 5, Page 21.

This conveyance is made subject to the following exceptions, to-wit:

- (1) All oil, gas, other minerals, on or under the described property.
- (2) All easements affecting the described property for installation and maintenance of sewer lines as shown on Plat of Magnolia Heights Subdivision, Part 3, in Plat Book 5, at Page 21, thereof.
- (3) That certain right of way instrument granted to Mississippi Power and Light Company for the construction, maintenance, and operation of an electric circuit, dated January 1, 1)50, recorded in Book 46, Page 169 of the Chancery Records of Madison County, Mississippi.
- (4) The conditions and reservations contained in a certain deed dated January 30, 1950, and recorded in Book 45, Page 348, and that correction deed recorded in Book 46, Pages 114, 115 of the Chancery Records of Madison County, Mississippi.
- (5) That certain lien of Persimmon-Burnt Corn Water

800 114 NE 508

Management District, under a Chancery Decree filed March 26, 1962, recorded in minute book 37, Page 524 of the Chancery Records of Madison County, Massissappa.

- (6) State and County ad valorem taxes for 1969, not yet due and payable.
- (7) That cortain right of way to Southern Bell evidenced by instrument dated October 31, 1966 and recorded in Book 104, Page 79 of the Chancery Records of Madison County, Mississippi, said right of way for the construction, operation, and maintenance of an underground telephone cable.
- (8) The Padison County and Subdivision Ordinance of 1964, edopted April 6, 1964, recorded in Supervisor's Minute Book AD at Page 266.

Witness my signature this // day of February, 1969.

STATE OF MISSISSIPPI COUNTY OF Me. Or

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, FRANK D. SIMPSON who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Witness my signature and seal this 112 day of February, 1969.

ission expires: 2/1/1-

STATE OF MISSISSIPPI, County of Madison:	* *	,
. I, W. A Sims Elerk of the Chancery Court of said County, certify that the within inst	rument was	filed
for recording my office this 18 day of John One , 1969, at 12:00 and was duly recorded on the 19 day of 7.6. , 1969, Book No. 114	∑oʻclock_	PW.
with the state of	_on Page_	307
Witness my hand and seal of office, this the 19 of February	196_9.	
Wy A. Styles Clerk	. /	

JEXED

No 294

STATE OF MISSISSIPPI) SS: COUNTY OF MADISON

R R A N T Y D E E D

In consideration of Ten Dollars (\$10.00), cash in hand paid to me by the grantees herein, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, E. D. Mansell, the grantor, do hereby convey and warrant unto W. A. Sims and R. Douglas Sims the grantees, the land and property lying and being situated in Madison County, Mississippi, being more particularly described as follows, to-wit:

TRACT 1: NW SEX and all of that part of the SW SEX that lies west of the road, Section 17, Town ship 11 North, Range 4 East; estimated to contain 72 acres, more or less;

All of that part of the Why NEX and the Et NWX that lies west of the road, and the Why NWX of Section 20, Township 11 North, Range 4 East; estimated to contain 170 acres, more or less. TRACT 2:

The property hereby conveyed constitutes no part of the homestead of the grantor.

Witness my signature on this 13 day of January, 1969.

E. D. Mensell

STATE OF MISSISSIPPI) COUNTY OF MEDISON

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

Witness my signature and official seal, this the 18 day of January, 1969.

Mitter S. Sheware

CASTA CO Commission expires:

STATE OF MISSISSIPPI, County of Madison: for record in my office this 18 th day of February, 1969, at 12:25 o'clock PM, and was duly recorded on the 19 day of the 19 of February, 1969, Book No. 114 on Page 509 in my office.

Withdess my hand and seal of office, this the 19 of February, 1969.

By Aladya It Spines, Clerk

By Aladya It Spines, Clerk

D. C.

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INDEXED

QUITCLAIN DEED

For valuable consideration, the receipt and sufficiency of which is hereby expressly admowledged, we, J. C. PUTNAM and MISSOURI E. PUTNAM do hereby sell, convey and quitclaim unto JOHN M. FUTNAM the following described property situated in Madison County, Mississippi, to-wit:

All that part of West Half of Southwest Quarter (W1 of SW2) of Section 32 and all that part of East Half of Southeast Quarter (E1 of SE2) of Section 31 lying North of State Highway No. 17 (formerly the Camden-Pickens gravel road) Township 12, Range 4 East; Less and except therefrom all that part of the East Half of Southeast Quarter (E2 of SE2) of said Section 31 lying North of said Highway No. 17 and West of the public road leading North from said Highway No. 17 and running through what is known as the Simpson and White place and the property formerly owned by Cotten and being the same property as that conveyed to Edger Tutnam and wife by deed of record in the office of the Chancery Clerk of Hadison County, Hississippi.

Also: the East Half of Northwest Quarter (Et of Ni,) and the West Half of the Northeast Quarter (Ni, of NE,) less 12 acres off the East side of the Northwest Quarter of Northeast Quarter (Ni, of NE,) in the shape of a parallelogram running along the entire East side of said subdivision, Section 32, Township 12, Range 4 hast.

WITNESS OUR SIGNATURES, this the UT day of February, 1969.

J. C. Petran

Missouri E. Puthiani

STATE OF HISSISSIPPI
COUNTY OF JNOUGH OF

Personally appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State the within named J. C. PUTNAM and wife, MISSOURI E. PUTNAM, to me personally known, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER HY HAND AND OFFICIAL SEAL, this the _____day of

February, 1969.

HBlendy & DEgallicio

My Commission Expires: 12/31/72

STATE OF MISSISSIPPI. County of Madison:

1, W. A. Suns Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 + A day of Telegraphy, 1969, at 1:30 o'clock P M., and was duly recorded on the 19 day of Telegraphy, 1969, Book No. 114 on Page 570 in my office.

Without my hand and seal of office, this the 19 of February, 1969.

By Blady It. Spuil

P.R.

QUITCLAIM DEED

INDEXED

For valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, I, JOHN M. FUTNAM do hereby sell, convey and quitclaim unto J. C. FUTNAM and MISSOURI E. FUTNAM, as joint tenants with full rights of survivorship and not as tenants in common, the following described land satuated in Madison County, Mississippi, to-wit:

All that part of West Half of Southwest Quarter (W2 of SW2) of Section 32 and all that part of East Half of Southeast Quarter (E2 of SE2) of Section 31 lying North of State Highway No. 17 (formerly the Camden-Pickens gravel road) Township 12, Range 4 East; Less and except therefrom all that part of the East Half of Southeast Quarter (E2 of SE2) of said Section 31 lying North of said Highway No. 17 and Vest of the public road leading North from said Highway No. 17 and running through what is known as the Simpson and White place and the property formerly owned by Cotten and being the same property as that formerly owned by Cotten and being the same property as that convoyed to Edgar Putnam and wife by deed of record in the office of the Chancery Clerk of Madison County, Mississippi.

Also: the East Half of Northwest Quarter (E) of NIL) and the West Half of the Northeast Quarter (V2 of NEL) less 12 acres off the East side of the Northwest Quarter of Northeast Quarter (NVI) of NEL) in the shape of a parallelogram running along the entire East side of said subdivision, Section 32, Township 12, Range 4 East.

LO/ day of February, 1969. WITHLSS MY SIGNATURE, this the_

STATE OF HISSISSIPPI COUNTY OF MAKEN

Personally appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State the within named JOHN N. PUTNAN, to me personally known, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY MANY AND OFFICIAL SEAL, this the _____day of February, 1969.

HBB MOTARY PUPLE P. G. Afficio

STATE OF MISSISSIPPI, County of Madison: for record in my office this 18 Th day of February, 1969, at 1-30 o'clock P.M., and was duly recorded on the 19 day of February, 1969, Book No. 1/4 on Page 511. and was duly recorded on the 19

Witness my hand and seal of office, this the 19 of February 1969.

By Bladen W. Spreed

INDEXED,

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), each in hand this day paid and other good and valuable consideration, including the execution by the grantee of his two promissory notes of even date herewith, each in the amount of \$11,608.50, payable to grantors, one of said notes being due February 1, 1970 and the other of said notes being due February 1, 1971, said notes being secured by a purchase money deed of trust covering the property herein conveyed, we, J. C. PUTNAM and MISSOURI E. PUTNAM, do hereby sell, convey and warrant (subject to the reservations and exceptions herein set out) to TON VIRDLN the following described property situated in Madison County, Mississippi, to-mat:

All that part of West Half of Southwest Quarter (No of Sully) of Section 32 and all that part of East Half of Southeast Quarter (E' of SE') of Section 31 lying North of State Highway No. 17 (formerly the Camden-Pickens gravel read) Township 12, Range 4 East, Less and except therefrom all that part of the East Half of Southeast Quarter (E' of SE') of said Section 31 lying North of said lignway No. 17 and West of the public read leading North from said Highway No. 17 and running through what is known as the Simpson and White place and the property forwerly owned by Cotten; and being the same property as that conveyed to Edgar Putnam and wife by deed of J. C. Putnam and lissouri E. Putnam by deed of record in the office of the Chancery Clerk of Madison County, Hississippi.

Also the East Half of Northwest Quarter ($\mathbb{L}^1_{\mathbb{R}}$ of $\mathbb{M}^1_{\mathbb{R}}$) and the West Half of the Northeast Quarter ($\mathbb{M}^1_{\mathbb{R}}$ of $\mathbb{H}^1_{\mathbb{R}}$) less 12 acres off the East side of the Northwest Quarter of Northeast Quarter ($\mathbb{M}^1_{\mathbb{R}}$ of $\mathbb{H}^1_{\mathbb{R}}$) in the snape of a parallelogram running along the entire East side of said subdivision, Section 32, Township 12, Range h East.

There is excepted from this conveyance and reserved unto the grantors, their successors and assigns an undivided one-half interest in and to all oil, gas and other minerals in, on and under the above described land.

In addition to the foregoing, there is excepted from this conveyance and reserved unto the grantors, and the survivor of them, a life estate in and to that part of the above described land described as follows, to-wat:

A lot or parcel of land fronting 7.0 chs. on the North side of Miss. # 17 Highway and being more particularly described as beginning at a point that is 15.17 chs. South of and 14.10 chs. East of the NI Corner of the NE; of SE, Section 31, T12N RAE, hadison County, Mississippi, and from said point of beginning being on the North RCM line of said Miss. # 17 Highway and run thence S 55° 40'E for 7.0 chs., along said RCM line to the SE Corner of Tract being described, thence running N 71° 53'E for 9.0 chs., thence running N 55° 40'W for 7.0 chs. to the NM corner of tract being described, thence running S 71° 53' W for 9.0 chs., to the point of beginning, and containing in all 5.0 acres more or less, and being 1.50 acres in the NE; of SE, Section 31 and 3.20 acres in the NM; of SM; Section 32, and all being situated in T12N R4E, Madison County, Mississippi.

Manager Services

L'ÉISON L'ÉISON L'AN

E. T.

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BOOK 114 PAGE 513 . . .

This conveyance and its warranty are subject to all easements for public utilities affecting said land, as well as the lease of cotton acreage to John Shelby Dendy and the pasture lease to Kenneth Wright, both expiring December 31, 1969 and affecting a part of the land above des-

This conveyance and its warranty are lakewise subject to the applicable zoning ordinances of Madison County, Mississippi.

Grant ce assumes and agrees to pay 1969 ad valorem taxes upon the property herein conveyed except that portion thereof as to which a life estate is herein reserved.

WITNESS OUR SIGNATURES this the 1st day of February, 1969.

STATE OF MISSISSIPPI COUNTY OF MIRE

Personally appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the unthin named J. C. PUTNAM and unfe, MISSOURI E. PUTNAM, to me personally known, who acknowledged that oney sugned and delivered the forejoin, instrument of writing on the day and in the year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of Fobruary, 1969.

HBWINDY PUBLIC Jofficer

(SEAL)

Ny Commission Expires: 12/3/172

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

1, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this ATA day of Thereby, 1969, at 1.30 o'clock PM., and was duly recorded on the 19 day of The 1961, Book No. 114 on Page 512 in my office.

W. A. Sims, Clerk

W. A. Sims, Clerk

By Alaly W. A. Sims, Clerk

By Alaly W. A. Sims, Clerk

By Alaly W. A. Sims, Clerk

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CERTIFICATE OF ADOPTION OF DIRECTORS RESOLUTION

The undersigned, hereby certifies that he is the duly elected, appointed and acting Secretary of BLACKHAWK HOLDING CORPORATION, a for profit Illinois business corporation, and that as such he is the keeper of the records of said Corporation and that at a duly called and held meeting of the Board of Directors of said corporation, held on September 18, 1967, at which a quorum was present and acting throughout, the following resolution was unanimously adopted:

RESOLVED, that the real estate belonging to this corporation located in the State of Mississippi, be sold by the proper officers of this Corporation at the best price obtainable and upon successfully finding a buyer for said property, either the President or the Secretary of this Corporation is hereby authorized and empowered by this Board of Directors Corporation is hereby authorized and empowered by this Board of Directors to execute such deeds and other documents which may be necessary to transfer and convey said real estate to said purchaser and to do any and all other things and acts as may be necessary to consummate the sale of said property.

The undersigned further certifies that the above and foregoing resolution remains in full force and effect and has not been amended, altered, repealed or rescinded.

DATED this 3rd day of January, A. D., 1969.

Edwin C. Mills, Jr., Secretary BLACKHANK HOLDING CORPORATION

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\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BLACKHAWK HOLDING CORPORATION does hereby sell, convey, and specially warrant, and PRESTON O. LEWIS does hereby sell, convey, and warrant unto MARY LYNN CREEL the following described property in Madison County, Mississippi, to wit:

Lots 38 and 39 in Block A of Baldwin Farm; a strip of land 600 feet wide off the east end of Lots 40, 41, 42, 43 and 44 of Block A in Baldwin Farm and more particularly described as beginning at the Southeast corner of said Lot 40 run thence in a Westerly direction along the Southern margin of said Lot 40, 600 feet, thence run in a Northerly direction and parallel to U. S. Highway 51, 500 feet to the North margin of said Lot 44, thence run in an Easterly direction along the North line of said Lot 44, 600 feet to the Western margin of U. S. Highway 51, thence run in a Southerly direction along the Western margin of U. S. Highway 51, 500 feet to the point of beginning; also Lots 45 and 46 and 41 feet off the Southern side of Lot 47, all in Block A of Baldwin Farm; all according to the plat of said Baldwin Farm subdivision on file in the Chancery Clerk's office in Canton, Mississippi.

There is hereby excepted from the above-described land those lots as shown by that certain plat of record in the office of the Chancery Clerk of Madison County, Mississippi that have been sold as burial plots.

The lots which are conveyed hereby are more particularly described in Exhibits "A-4," and "B-4" to the Deed of Trust recorded in Book 319 at page 243 in the office of the Chancery Clerk of Madison County, Mississippi.

BOTH AND THE STATE OF THE STATE

It is the intention of the Grantor herein to convey all of the right, title, and interest acquired by Republic Investors Life Insurance Company through the foreclosure of that certain Deed of Trust, dated August 15, 1961, and recorded in Book 286 at page 151, and the subsequent sale to Bennie Beaird and Josephine Beaird.

There is excepted from the warranty of this conveyance and this conveyance is expressly made subject to the following:

- (a) That certain Deed of Trust by Bennie Beaird and Josephine Beaird to J. Dudley Buford, Trustee, dated December 30, 1963, and recorded in Book 319 at Page 243 in the office of the Chancery Clerk of Madison County, Mississippi.
- (b) All oil, gas and other minerals in, on and under that portion of subject property situated in Madison County, Mississippi.
- (c) Right of way for a gas line and two power line easements that are recited in the Deed from J. H. Coates and wife to O. W. Baldwin but are not specifically described therein.
- (d) Right of way granted to Mississippi Power and Light Company, dated June 15, 1940, and recorded in Book 17 at page 30.
- (e) Easement granted to United Gas Pipe Line Company dated September 2, 1953, and recorded in Book 56 at page 504.

BOOK 114 8'6557 BOOK PALE CO

Grantee herein assumes and agrees to pay all of the ad valorem taxes for the year 1968.

> WITNESS OUR SIGNATURES, this the 37 day mary, 1969.

BLACKHAWK HOLDING CORPORATION Grantor

STATE OF ILLINOIS COUNTY OF LOGAN

Personally appeared before me the undersigned authority in and for the aforesaid jurisdiction, Edwin C. Mills, Jr. in behalf of BLACKHAWK HOLDING CORPORATION, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this 31 day of January , 1969.

BOOK 114 YCE 5.18 BUR THE SERVER

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me the undersigned authority in and for the aforesaid jurisdiction, the within named, PRESTON O. LEWIS, who acknowledged that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this

My commission expires: My Commission Expires September 13, 1971

STATE OF MISSISSIPPI, County of Madison:

1967, W. A. Simsli Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this /2 day of Telegraphy 1969, at 4:30 o'clock M., and was duly recorded on the / day of Telegraphy 1969, Book No. 114 on Page 519 in my office. in my office. Witness my hand and seal of office, this the 19

NO. II8

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WARRANTY DEED

FOR AND IN CONSIDERATION of the Sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, WE, HAMILTON T. WARE and THOMAS S. WEEMS, D/B/A/, W & W COMPANY do hereby sell, warrant and convey unto William I. S. Thompson, the following described land and property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

> Lot 4 of RIDGEWOOD COMMERCIAL PARK SUBDIVISION, a Subdivision in Ridgeland, Madison County, Mississippi according to a map or plat thereof on file and of record in Plat Book 5 at Page 22 thereof, as shown in th e office of the Chancery Clerk of Madison County, Mississippi, reference to which said plat is hereby made in aid of and as a part of this description.

WITNESS OUR SIGNATURES, on this the 17 day of February

D/B/A W & W COMPANY

STATE OF MISSISSIPPL COUNTY OF HINDS

1969.

Personally came and appeared before me the undersigned authority the within named HAMILTON T. WARE and THOMAS S. WEEMS, D/B/A W & W COMPANY, who acknowledged before me that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 17 day of _, 1969. My Commission Expires:

My Commission Chairman and 1270

STATE OF MISSISSIPPI, County of Madison: , 1969, at 8:30 o'clock 4 M., , 1969, Book No. 114 on Page 519. in my office.

Witness my thand and seal of office, this the 26 of February, 1962.

By Blady H. Sprull, D. C.

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WARRANTY DEED

of which is here	by acknowledged,	JANSIA BUILDERS, INC.
does hereby sell	, convey and warrant unt-	o HARRY MOODY, JR. and
EVELYN_MO	OODY	, as joint tenants with full rights of
	MAE	on, the following described land and DISCN
property situate	d in when the introduction in b	Diracedotrofolishda County, Mississippi,
to-wit:		•
	plat on file in the off	TISION, PART 2, according to the rice of the Chancery Clerk at Canton, appl in Plat Book 4, Page 51.
	em taxes for the year XI98	69 50% are assumed by the Grantees herein.
	•	nty of this conveyance all building
		rvations of record in the office of the
•		a above described property.
	the signature ofJANSI	
luly authorized o	officer, this the 14th of	lay of February, 1969. , XISHIXXX
	•	JANSIA BUILDERS, INC.
		BY: Le c. a.c. B. J. C
TATE OF MISSISSI	(PPI	
COUNTY OF HINDS::	::::	
Personal]	ly appeared before me the	undersigned authority, in and for the
urisdiction afor	esaid <u>George B. Gilmor</u>	re who acknowledged to me that h
s Secretary-Tr	casurer of JAM	SIA BUILDERS, INC. , and that
or and on behalf	of said corporation, he	signed and delivered the above and
oregoing instrum	ent of writing on the da	y and year therein mentioned, he having
een first duly a	authorized so to do.	
Given und	ier my hand and seal, thi	s the 14th day of February, 1969.
MOOK WE SEE	No My	tary Public Com. Expires Congust 6 1972
70		
rd in my office thi duly recorded on	the Chancery Court of said C is 19 day of Februar the 26 day of Feb	ounty, certify that the within instrument was filed, 1969, at 8:30 o'clock & 1969, Book No. 1/4 on Page 52, of Teleconomy, 1969.

PR

BOOK 114 2/GE 521

INDEXED, NO.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars and the assumption by the Grantees herein of that certain indebtedness to Wortman and Mann, Inc., Jackson, Mississippi, as evidenced by a promissory note and secured by a deed of trust dated August 7, 1964, said deed of trust being recorded in Book 317 at page 473 in the office of the Chancery Clerk of Madison County, Mississippi, and said deed of trust having been assigned from Wortman and Mann, Inc. to Federal National Mortgage Association, Atlanta, Georgia by an instrument dated October 23, 1964, and recorded in Book 320 at page 201 in the office of the aforesaid Clerk, we KENNETH BLACKSTOCK and LOIS BLACKSTOCK, Grantors, do hereby sell, warrant and convey unto JAMES FRANKLIN HESS and BRENDA BOYKIN HESS, Grantees, as joint tenants with right of survivorship and not as tenants in common, the following described property, lying and being situated in the Town of Ridgeland, Madison County, Mississippi, to-wit:

Lot twenty-three (23), Lakeland Estates, Part 2, a subdivision according to a map or plat in Plat Book 4, at page 27, in the office of the Chancery Clerk of Madison County, Mississippi, reference to which map or plat is hereby made in aid of and as a part of this description.

THIS CONVEYANCE IS SUBJECT to the following:

- 1. Town of Ridgeland, County of Madison and State of Mississippi ad valorem taxes for the year 1969 will be paid by the Grantees herein.
- 2. The Grantors herein do further assign, set over and transfer unto the Grantees all escrow funds on deposit with Wortman and Mann, Inc., in connection with the above described loan on the above described property.

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BOOK 114 ~GE 522

WITNESS OUR SIGNATURI	ES on this theday of February, 1969.
	Placetine
	Kenneth Blackstock
	A) a decident
•	Sein Blackstock
	Lois Blackstock
STATE OF MISSISSIPPI COUNTY OF	
for the jurisdiction above mention	before me, the undersigned authority in and ed, KENNETH BLACKSTOCK and LOIS to me that they did sign and deliver the fore-or the jurposes therein stated.
. : GIVEN UNDER MY HAND	and official scal on this the day of
February, 1969.	
	Kinnech Takerales
(SEAL)	Notary Public
MY COMMISSION EXPIRES:	
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STATE OF M SSISSIPPI, County of Madison:	
1, W. A. Sims, Clerk of the Chancery Court of	Francy, 1969, at 9:00 o'clock Q.M., Islandy, 1969, Book No. 114 on Page 521.
and was culy recorded on the ded day of	Tilauone, 1969, Book No. 114 on Page 501.
Witness inv hand and soal of office this	the 2 hat February 3069
The state of the s	the 26 of February, 196 9. By Bladys H. Spauce, D. C.
the state of the s	By Ferrence II, Francelle, D. C.
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BOOK 114 YEE 523

NO 501

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars cash in hand paid me and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I, SELENA HAYES TOWNS, Grantor, do hereby convey and and forever warrant unto C. O. BUFFINGTON, Grantce, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Beginning at the Northwest Corner of that certain lot which was owned by W. B. Weiner on October 11, 1921, said lot being situated on the South side of Tuteur Street, said point of beginning also being described as being 258.2 feet east along the south side of said Tuteur Street from the intersection of the East line of Cameron Street, and from said point of beginning run thence South 0°20' East for 85.0 feet along a fence, thence running North 88°30' West for 84.0 feet along a fence, thence running North 1°40' West for 84.0 feet along a fence to the South side of said Tuteur Street, thence running South 89°10' East for 86.0 feet along south side of said Tuteur Street to the point of beginning, this being the said property conveyed to Selena Hayes by deed of record in Book 90 at page 213 of the Records of the Chancery Clerk for Madison County, at Canton, Miss., and all being a part of Lot No. 29 on the East Side of Cameron Street, and all being situated in the City of Canton, Madison County, Mississippi.

WARRANTY of this conveyance is subject to the following, to-wit:

The Grantor herein hereby agrees to pay the City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1968. The Grantce herein does hereby assume said taxes for the year 1969 and thereafter.

· WITNESS my signature this the day of February, 1969.

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BOOK 114 205524

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, SELENA HAYES TOWNS, who acknowledged to me that she did sign and deliver the foregoing instrument on the date for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the day of February, 1969.

Notary Public

(SEAL)

My commission expires:

STATE OF, MISSISSIPPI, County of Madison:

STATE OF, MISSISSIPPI, County of Madison:

1, W.-A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed

1, W.-A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed

to record in my office this 19 day of 100 o'clock L.M.,

1969, Book No. 11 on Page 523

Winness my hand and seal of office, this the 26 of 100 o'clock L.M.,

Winness my hand and seal of office, this the 26 of 100 o'clock L.M.,

By Muley W. A. Spiss, Clerk

By Muley W. A. Spiss, Clerk

D. C.

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BOOK 114 MGE 525

MDEXED

502

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten \$10.00) Dollars cash in hand paid me and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I, C. O. BUFFINGTON, do hereby warrant and convey an undivided one-half $(\frac{1}{2})$ interest in and to the below described property to B. C. SHACKLEFORD, the property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Beginning at the Northwest Corner of that certain lot which was owned by W. B. Weiner on October 11, 1921, said lot being situated on the South side of Tuteur Street, said point of beginning also being described as being 258.2 feet east along the south side of said Tuteur Street from the intersection of the East line of Cameron Street, and from said point of beginning run thence South 0°20' East for 85.0 feet along a fence, thence running North 88°30' West for 84.0 feet along a fence, thence running North 1040' West for 84.0 feet along a fence to the South side of said Tuteur Street, thence running South 89°10' East for 86.0 feet along south side of said Tuteur Street to the point of beginning, this being the said property conveyed to Selena Hayes by deed of record in Book 90 at page 213 of the Records of the Chancery Clerk for Madison County, at Canton, Miss., and all being a part of Lot No. 29 on the East Side of Cameron Street, and all being situated in the City of Canton, Madison County, Mississippi.

WITNESS MY SIGNATURE on this the 18 day of February, 1969.

C. D. Buffington

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, C. O. BUFFINGTON, who acknowledged to me that he did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

STATE OF MISSISSIPPI, County of Madison:

1, W. A. Simb, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 19 day of february, 1969, at 9:00 o'clock Q.M., and was duly recorded on the 26 day of february, 1969, Book No. 1/4 on Pages 505 m'my office.

Witness my hand and seal of office, this the 26 of february, 1969.

By Madeju W. Maries, Clerk

By Madeju W. Maries, Clerk

P.R

Form R-101 Rederman Brethers—Jackson, Miss,

No. 505

MINERAL RIGHT AND ROYALTY TRANSFER

that	MINERAL RIGHT AND R	INITIALITY
hereinafter called grantor (whether one or more and referred to in the singular number and mesculine gender), for and in consideration of the sum of Ten Dollars \$10.00. and and other good and valuable considerations, paid by Paul E. Case. 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 an undivided. 5/131.5 interest in and to ell 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. Six 1/4 of SE 1/4 and SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SE 1/4 west of Creek, Section 28, Township 9 North, Range 4 East; and NE 1/4 of NN 1/4 and NN 1/4 of NN 1/4 of NI 1/4 of NI 1/4 of NE 1/4. Section 33, Township 9 North, Range 4 East; containing in all 131.5 acres, more or less. The grantor herein intends to convey and does hereby convey unto the grantee herein five(5) mineral acres in, on and under the above described property. TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on or under the grantee herein five(5) mineral acres in, on and under the above described property. 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 ainquiar the rights and appurtenances thereto in any was belonging, with the right of ingress and critical and properties are all the said and the lands and property in the right of ingress and properties are all the said and the lands and decrease and eastern leaves the refer her himself and the horize and critical and paperties are all the said and the lands and administrators hereby acres to warrant and ferover defend all and singular the said interest in all into saids are any particular of the saids and the saids and the saids and the saids are all saids and the saids are all parts of the holder there	KNO	OW ALL MEN BY THESE PRESENTS:
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herelanfter called grantor (whether one or more and referred to in the singular number and misselsisppi, herelanfter called grantor (whether one or more and referred to in the singular number and misselling gender), for and in consideration of the sum of Ten Dollars money and the singular number and misselling granted, for and in consideration of the sum of Ten Dollars money and the singular number and misselling granted in the singular number and misselling granted in the singular number and misselling granted in the singular number and the singular number and misselling granted in the singular number and misselling granted in the singular number and misself and conveyed and by the singular number and the singular number and misself and conveyed and by the singular number and money and described as follows. SW 1/4 of SE 1/4 of SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SN 1/4 and 1 1/2 ac	•	
der), for and in consideration of the sum of Ten Dollars \$10.00_and and other good and valuable considerations, paid by FRULE, Case hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, soil and convey unto and grantee an undivided5/3.31.5		
hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these precents does grant, sell and convey unto said grantee an undivided. 5/131.5		
by these presents does grant, sell and convey unto said grantee an undivided \$.7.31.55 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 **Medison** Sixto of Mississippi, and described as follows. Six 1/4 of SE 1/4 and SE 1/4 of SN 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SE 1/4 West of Creek, Section 28, Township 9 Horth, Range 4 East; and ME 1/4 of NW 1/4 and iN 1/4 of NW 1/4 of IN 1/4 of IN 1/4. Section 33, Township 9 Horth, Range 4 East; containing in all 131.5 acres, more or less. The grantor herein intends to convey and does hereby convey unto the grantee herein five(5) mineral acres in, on and under the above described property. TO HAYE AND TO HOLD the said undivided interest in all of the said oil, as and other minerals in, on or under said land, testher with all and singular the rights and appurtenance thereto in any wise belonging, with the right of ingress and gress, 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 the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and the maintenance of facilities and produced to the facility of the said and produced in the said grant of the said and subgrant grants were precare whomeover last actual value and and the mineral successors and easigns, the said and operating for the said minerals and the mineral successors and easigns the s	\$10.00 and and other good and valuable consideration	s, paid by Paul E. Case
Sinte of Mississippi, and described as follows. Six 1/4 of Siz 1/4 and Siz 1/4 of Six 1/4 and 1 1/2 acres in Northwest Corner of Siz 1/4 of Siz 1/4 west of Creek, Section 28, Township 9 Horth, Range 4 East; and Niz 1/4 of Ni 1/4 and Ni 1/4 of Ni		
SW 1/4 of SE 1/4 and SE 1/4 west of Creek, Section 28, Township 9 North, Range 4 East; and NE 1/4 of SW 1/4 and NW 1/4 of NW 1	() interest in and to all of the oil, gas and other muthat certain tract or parcel of land situated in the County	nerals of every kind and character in, on or under of
The grantor herein intends to convey and does hereby convey unto the grantee herein five(5) mineral acres in, on and under the above described property. 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 wide belonging, with the right of lagress and singular and entered 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 wide belonging, with the right of lagress and continuous and content of the said oil, gas and other minerals and the minitenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and the minitenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employers, und said to said granter, this heirs, successors and easigns, 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 granter, his heirs, successors and easigns, forever, and grantor herein for himself and his heirs, executors and defend the said the said thereof the said minerals, unto the said granter, and the subscribed and in the same of any part thereof. Orantee shall have the right at any time (but is not required) to redeem for Grantor by payment, any mortgages, twes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrequated 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 contemperanceusly made from grantor to grantee, but, for the same confidention hereinabove mentloned, granter has sold, transferred, assigned a		
the grantee herein five(5) mineral acres in, on and under the above described property. 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 employers, 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 unto the said exercise and administrators hereby agrees to warrant and forever defend all and singular the said interest in suit to the said grantee, his heirs, successors and assigns mainst every person whomsoever lawfully elaining or to claim the same or any partitience. Orantee shall have the right at any time (but is not required) to redeem for Grantor by payment, any mortgages, twee or other liens on the above described lends, 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 contemporanceously made from grantor to grantee, but, for the same contenting the granter has been and conveyed and by these presents does sell, transfer, assigna and convey and by these presents does sell, transfer, assigna and convey does not the mineral 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 granter — this little day of	SW 1/4 of SE 1/4 and SE 1/4 of SW 1/ Corner of SE 1/4 of SE 1/4 West of C North, Range 4 East; and NE 1/4 of N NE 1/4, Section 33, Township 9 North all 131.5 acres, more or less.	4 and 1 1/2 acres in Northwest Freek, Section 28, Township 9 W 1/4 and NW 1/4 of NW 1/4 of H, Range 4 East; containing in
land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and geress, 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 employers, unto said grantee, his heirs, successors and essigns, 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. Orantee shall have the right at any time (but is not required) to redeem for Grantor by payment, any mortgages, taxes or other ilens 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 contemporancously made from grantor to grantee, but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned 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 according to accord under said lease or leases from the above described land, to have and to hold unto grantee, his heirs successors and ussigns. WITNESS the signature of the granter this	the grantee herein five (5) mineral a above described property.	cres in, on and under the
land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and 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 employers, unto said grantee, his heirs, successors and assigns, forever, and granter 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. Orantee shall have the right at any time (but is not required) to redeem for Granter by payment, any mortgages, these or other liens on the above deteribed lands, in the event of default of payment by Granter, and be subrogated to the rights of the noilder 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 granter to grantee, but, for the same consideration hereinabove mentioned, granter has sold, transferred, assigned and conveyed and by these presents does sell, transferred, assigned and conveyed and by these presents does sell, transferred, assigned and conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing to accrue under said lease or leases from the above described land, to have and to hold unto grantee, his heirs successors and ussigns. WITNESS the signature— of the granter— this 11th day of Fehruary— 19 69 witnesses.		
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J.R.

BOOK 114 PAGE 529 "

NO 506

MINERAL RIGHT AND ROUTE (To Undivided In	
STATE OF MISSISSIPPI KNO	W ALL MEN BY THESE PRESENTS.
that Wardell Thomas	
• • • • • • • • • • • • • • • • • • •	***
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hereinafter called grantor (whether one or more and refer der), for and in consideration of the sum of	County, State of Mississippi, red to in the singular number and masculine gen-
\$ 10.00 and and other good and valuable consideration	ns, paid by W. E. Harreld, Jr.
hereinafter called grantee the receipt of which is hereby a by these presents does grant, sell and convey unto said gran	cknowledged, has granted, sold and conveyed and
() interest in and to all of the oil, gas and other muthat certain tract or parcel of land situated in the County	nerals of every kind and character in, on or under
State of Mississippi, and described as tonows.	
SW 1/4 of SE 1/4 and SE 1/4 of SW 1/4 Corner of SE 1/4 of SE 1/4 West of Connerth, Range 4 East; and NE 1/4 of Med 1/4, Section 33, Township 9 North all 131.5 acres, more or less.	4 and 1 1/2 acres in Northwest reek, Section 28, Township 9 N 1/4 and NW 1/4 of NW 1/4 of , Range 4 East; containing in
The grantor herein intends to convey the grantee herein twenty(20) minera above described property.	and does hereby convey unto I acres in, on and under the
MAISUS COMMITTY OF THE PROPERT	ANGEL STATE OF THE
TO HAVE AND TO HOLD the said undivided interest in all of land, together with all and singular the rights and appurtenances to egress, and possession at all times for the purpose of mining, drilling cillities and means necessary or convenient for producing, treating a employees, unto said grantee, his heirs, successors and assigns, forevand administrators hereby agrees to warrant and forever defend all grantee, his heirs, successors and assigns against every person whoms thereof.	and operating for said minerals and the maintenance of fa- ind transporting such minerals and for housing and boarding or, and grantor herein for himself and his heirs, executors and singular the said interest in said minerals, unto the said oper lawfully claiming or to claim the same or any part
Orantee shall have the right at any time (but is not required other liens on the above described lands, in the event of default of public thereof.	, , , , , , , , , , , , , , , , , , ,
This conveyance is made subject to any valid and subsisting of also any mineral lease, if any, heretofore made or being contemporal sideration hereinabove mentioned, granter has sold, transferred, as assign and convey unto grantee, his heirs, successors and assigns above conveyed in the oil, gas and other minerals in said land in or to accrue under said lease or leases from the above described land assigns.	signed and conveyed and by these presents does sell, transfer, ne same undivided interest (as the undivided interest herein- all the rights, rentals, royalties and other benefits accruing , to have and to hold unto grantee, his helrs, successors and
WITNESS the signature of the grantor this	day ofFebruary, 19.09.
Witnesses.	Warder Thomas
•	MSTAGIT INCHES

This day po		uppeared before rdell_Tho		ersigned	authori	ty in and	for the s	Lbove si	tyled jur	isdiction, the	within named
	my hand	and official seal	e and volunt I, this the , st 'blus	19 y .9/Z	and deed		77-1	brua:	on the d		therein named
STATE OF MIS COUNTY OF	ersonally e	appeared before	one of	the subs	eribing v	vitnesses	to the fo	regoing	instrum	ent, who, be	
whose name		subscribed th	ereto, sign o	nd dell	ver the s	ame to					
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or record in	SSISSIPP Sims, Clo	I, County of	ancery Cou day of どday	<u>-</u> <u>-</u> <u>-</u> <u>-</u>	12. 12. 12.6	esey 1	969, Isu	1961 Book	No.	11.00 on 14_on 196	ent was filed Clock O. M., Page <u>52</u> 9 -2. , D. C.
MINERAL RIGHT		To		Filed for Record this	day of	At O'clock M	and the state of t	Clerk of the Chancery Court	County, Misstadppl	By Deputy	253 ch. 60 71100 25 2 20.6. 1/4 202 EL 8.

INDEXED

Form R-101 Hederman Brethers—Jackson, Miss.

BOOK 114 PAGE 531

NO 507

MINERAL RIGHT AND ROYALTY TRANSFER (To Undivided Interest)

KNOW ALL MEN BY THESE PRESENTS: STATE OF MISSISSIPPI COUNTY of Madison Wardell Thomas 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__ \$ 10.00 and and other good and valuable considerations, paid by Charles F. Biddell 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 an undivided 20/131.5
(20/131.5) 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: SW 1/4 of SE 1/4 and SE 1/4 of SW 1/4 and 1 1/2 acres in Northwest Corner of SE 1/4 of SE 1/4 West of Creek, Section 28, Township 9 North, Range 4 East; and NE 1/4 of NW 1/4 and NW 1/4 of NW 1/4 of NE 1/4, Section 33, Township 9 North, Range 4 East; containing in all 131.5 acres, more or less. The grantor herein intends to convey and does hereby convey unto the grantee herein twenty(20) mineral acres in, on and under the above described property. MADISON 503335 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 cilities and means necessary or convenient for producing, treating and transporting such minerals and his heirs, executors 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 any mineral lease, if any, heretofore made or being contemporaneously made from granter to grantee, but, for the same consideration hereinabove mentioned, granter has sold, transferred assigned and conveyed and by these presents does sell, transfer, satsign 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. day of February WITNESS the signature __ of the grantor _ ... this 1.1 th lander In Witnesses Vardell Thomas

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	form 334 BOOK 114 PAGE 533 NO. 512
	MADISTA COUNTY, MISSISSIPPI
	DE MOY 8/7 LINE. WA 64587 FCA360-2
	RIGHT OF WAY INSTRUMENT
	In consideration of One Dollar (\$100) 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 or circuits, and communications circuits over
	and on that certain land in the County of MADISON, Mississippi, described as follows, to-wit
	SUE, SECTION32, T-12-N, R-4B
	INDEXED
	•
	,
·;	together with the right to cut and trim trees, shrubbery and undergrowth to the extent necessary to keep them clear of said electric circuits.
	Grantee shall not enclose said right of way.
	Should Grantee, or its successors, remove said circuits from said land and abandon said right of way, the right here- in created in Grantee shall terminute.
//	WITNESS my/our signature, this the 26 day of JANCARY, 1969. Within: Callingur L. J.B.D. and J. A. Rright
	STATE OF MISSISSIPPI COUNTY OF //OF MES Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within
	named A M PUCHT one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named
	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 above named Grantors, and
	Sworn to and subscribed before me, this the. 22 day of Junitary ()
	My Commission Expires 10-2-71 (Official Title)
•	STATE OF MISSISSIPPI, County of Madison: STATE OF MISSISSIPPI, County of Mississippi, County of Mississippi, County of Mississippi, County of Mississippi, County of Mississippi, County of Mississip
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WARRANTY DEED

Morres

10. 515

FOR AND IN CONSIDERATION of the sum of (\$10.00) Dollars cash in hand paid me and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, JOHN B. RILEY, do hereby convey and forever warrant unto W. F. LUNSFORD, the following described real property lying and being situated in the Town of Flora, Madison County, Mississippi, to-wit:

> Beginning at the intersection of the West line of Fourth Street and the North line of Peach Street, and from said point run North on the West line of Fourth Street for a distance of 200 feet to a point being the southeast corner and the point of beginning of the lot hereby described. From said point of beginning thence run West and parallel to the North line of Peach Street for a distance of 200 feet to a point; thence run North and parallel to the West line of Fourth Street 100 feet to a point; thence run East and parallel to the North line of Peach Street for a distance of 200 feet to the West line of Fourth Street; thence run South on the West line of Fourth Street to the point of beginning; all being situated in the Northeast Quarter (NE 1) of Section 17, Township 8, Range 1 West, Madison County, Mississippi.

WARRANTY of this conveyance is subject only to the following, to-wit:

- 1. Town of Flora Zoning Ordinance as amended.
- 2. Town of Flora, County of Madison, and State of Mississippi ad valorem taxes for the year 1969 shall be apportioned as follows: Grantor 2/12; Grantee 10/12.

WITNESS MY SIGNATURE on this the

BOOK 114 PAGE 535

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, JOHN B. RILEY, who acknowledged to me that he did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

Jelew Notary Public

MY COMMISSION EXPIRES:

My Commission Expires Dec. 16, 1972

STATE OF MISSISSIPPI, County of Madison:

If 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 July 1969, at 10:30 o'clock a. M., and was duly recorded on the 26 day of Jel., 1969, Book No. 1/4 on Page 5.34 in my office.

Witness, my hand and seal of office, this the 26 of July 1969.

By Madiso 1. Space 1969.

By Madiso 1. Space 1969.

WARRANTY DEED

NO. 519

IMDEY, .

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars cash in hand paid us and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, S. O. WEEMS and BERNICE H. WEEMS, Grantors, do hereby convey and forever warrant unto HEYWOOD NORMAN, Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 45 of Weems Subdivision, a plat of which is recorded in Book 5 at page 14 in the records of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

THIS CONVEYANCE is subject to the following, to-wit:

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1969, which are liens, but not yet due and payable. The Grantee herein hereby agrees to pay the said taxes for the year 1969 and succeeding years.
- 2. The reservation by the Grantor herein of all oil, gas and other mineral interests in, on and under the above described property.
 - 3. City of Canton, Mississippi Zoning Ordinance of 1958, as amended.

 WITNESS OUR SIGNATURES on this the day of February, 1969.

 S. O. Weems

Bernice H. Weems

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE me, the undersigned authority in and for the jurisdiction above mentioned, S. O. WEEMS and BERNICE H. WEEMS, who acknowledged to me that they did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 19th day of February, 1969.

(SEAL): MY GOMMISSION EXPIRES:

10 Cipiel 25 = 1969

STATE OF MISSISSIPPI, County of Madison:

1, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed

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1, W. A. Sims, Clerk of the Chancery Court of said County, certify the court of said County, certify the court of

P.R.

NO. 527 0

WARRANTY DEED

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, HARRIETT LEE, a widow, do hereby convey and warrant unto CHARLES T. HARRIS and wife, FANNIE W. HARRIS, as joint tenants with the right of survivorship and not as tenants in common, the following described land lying and being situated in Madison County, Mississippi, to-wit:

Two (2) acres, more or less, described as beginning at the SW Corner of the W1 of the SW1, Section 11, Township 8 North, Range 1 West, and run thence East along the North right-of-way line of Highway No. 22 for 210 feet, thence run North 420 feet, thence run Wost 210 feet, thence run South 420 feet to the point of beginning.

This conveyance is made subject to those certain outstanding mineral and royalty interests as shown by instruments recorded in Book 12 Page 47, Book 12 Page 234 and Book 46 Page 332.

WITNESS my signature this the 27th day of January, 1969.

Harriett Lee

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named HARRIETT LDD, a widow, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 20 day of Julia 164 , 1969.

H. Holen Fanche,

(SEAL)

My-commission expires:

STATE OF MISSISSIPPI, County of Madison:

for record in my office this 30 day of Jaluary 1969, at 300 oclock P. M., and was duly recorded on the 26 day of Jaluary 1969, Book No. 114 on Page 537 in my office.

Witness my hand and seal of office, this the 26 of February N. A SINTS, Clerk
By Slady H. Spruce

_, D. C

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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand and the assumption by the Grantees herein of that certain indebtedness to Kimbrough Investment Company, Jackson, Mississippi, evidence by a note dated January 23, 1964, and secured by a deed of trust of even date, recorded in Book 311 of page 146 in the records of the Chancery Clerk's Office of Madison County, Mississippi, we, ROY JAMES LOFLIN, JR. and CAROLINE'S. LOFLIN, Grantors, do hereby sell, warrant, and convey unto JIM E. DAVES and wife, MABEL D. DAVES, Grantees, as joint tenants with full right of survivorship and not as tenants in common, the following described property, lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

> A lot or parcel of land fronting 100.0 feet on the west side of Kathy Circle in the City of Canton, Madison County, Mississippi, and being more particularly described as Lot #5, and a strip of land 20 feet wide off the Southern part of Lot 4 which strip is more particularly described as beginning at the Westernmost corner of Lot 4, thence running North 10040' E along the western line of said lot 4 to a point that is 20.0 feet north of the Northern line of Lot 5, thence run in an easterly direction parallel with the south line of said lot 4 for 199.4 feet to the eastern line of said lot #4, thence run in a southernly direction along the east line of said lot 4 to the northeast corner of said lot 5, thence run in a westerly direction along the south line of said lot 4 for 194.1 feet to the point of beginning, and all being in Block "D" of Kathy Subdivision according to plat thereof of record in Plat Book #4 on Page 14 in the Chancery Clerk's Office in Canton, Mississippi. Subject to utility right-of-way easement of 15.0 feet in width off the south side of said lot #5, and all being situated in the City of Canton, Madison County, Mississippi.

LESS and EXCEPT therefrom one-half $(\frac{1}{2})$ of all oil, gas and other minerals as reserved by former owners.

WARRANTY OF this conveyance is subject to the following, to-wit:

- 1. City of Canton, County of Madison, and State of Mississippi ad valorem taxes for 1969 shall be paid by the Grantees herein.
- 2. All applicable building restrictions and restrictive covenants of record and easements previously granted of record.

BOOK 114 PAGE 539

The Grantors herein do hereby assign, set over and transfer unto the Grantees all escrow funds on deposit with Kimbrough Investment Company in connection with the existing loan on the above described property, and the unexpired portion of any insurance premiums which are in force on the improvements located on the property above described.

WITNESS OUR SIGNATURES this the Zoz day of February, 1969.

Roy James Lotlin, Ja

Caroline S. Loftin

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ROY JAMES LOFLIN, JR. and CAROLYN S. LOFLIN, who acknowledged that they did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 20 day of February, 1969.

(SEAL)

MY COMMISSION EXPIRES:

Notary Public

STATE OF MISSISSIPPI, County of Madison:

J. W. A. Simis, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 20 day of Jetzwery, 1969, at 3.15 o'clock P. M., and was duly recorded on the 26 day of Jetzwery, 1969, Book No. 1/4 on Page 538 in my office.

Witness my hand and seal of office, this the 26 of Jetzwery, 1969.

___, D. C.

BOOK 114 PAGE 540

WARRANTY DEED

NO. 532 INDEXED

FOR A VALUABLE CONSIDERATION cash in hand paid, the receipt of which is hereby acknowledged and the further consideration of the sum of Six Thousand (\$6000.00) Dollars due as evidenced this date by note and deed of trust, we, GLEN D. FONLER and LAURA K. FOWLER, husband and wife, do hereby convey and forever warrant unto JAMES FLYNN CROSS and MILDRED MARIE CROSS, as joint tenants with right of survivorship, and not as tenants in common, the following described real property lying and being satuated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 15, Block E, Oak Hill Subdivision Part 1, LESS AND EXCEPT 15 feet evenly off the south side of said lot 15, all according to plat of said Subdivision on file in the office of the Chancery Clerk of Madison County, Mississippi.

There is excepted from this conveyance all oil, gas and mineral interest.

WITNESS our signatures on this the 17 day of February, 1969.

otary buolic

STATE OF MISSISSIPPI

of February, 1969.

MADISON COUNTY

(SLAL)

'My commission expires:

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 20 day of Jehrany, 1969, at 4:40 o'clock P.M., and was duly recorded on the 26 day of 71. 1969, Book No. 114 on Page 510. and was duly recorded on the 26 day of Fel. rin my office.

my-office.

Witness my hand and seal of office, this the de of February, 1969.

W. Acsiy's, Clerk

Ty. Acsiy's, Clerk

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BOOK 114 PMSE 541

WARRANTY DEED

NO. 543

For and in consideration of Ten and no/100 (\$10.00) Dollars cash in hand paid the undersigned, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, WILLIE MAE T. HENDERSON, a widow, do hereby convey and warrant unto C. O. BUFFINGTON and B. C. SHACKLEFORD the following described property lying and being situated in Canton, Madison County, Mississippi,

S; of Lot 17 on the East Side of Second Avenue Fire-baugh's Addition to the City of Canton, Mississippi, a plat of which addition is duly of records in the Chancery Clerk's Office for said County, together with all improvements located thereon.

WITNESS my signature this 20d day of February 1969.

STATE OF MISSISSIPPI

MADISON COUNTY

PERSONALLY appeared before me, the undersigned authority in and for said county and state the within named WILLIE MAE T. HENDERSON, who acknowledged that she did sign and deliver the above and ferogoing instrument on the day and year set out therein.

WITNESS my signature and seal of office this 200 day of

_(В)Щату., 1960.

March Lith Buch

Nov. commission expires:

for record in my office this 2 day of fell day of fell Book No. 114 on Page 511.

and was dilly recorded on the 86 day of fell Witness my hand and seal of office, this the 26 of February, 1969.

By Bladys U. Sans, Clerk

By Bladys U. Spanner in my office.

CATC!

STATE OF MISSISSIPPI COUNTY OF MADISON

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS and other good and valuable consideration, satisfactory unto me, receipt of which is hereby acknowledged, I, the undersigned Elmo Breazeale, do hereby sell, convey and warrant unto HARRY S. PEELER d/b/a PEELER LIVESTOCK SALES the following described property situated in the County of Madison, State of Mississippi, to-wit:

Tract 1. Lot 5 of Twin Lakes Subdivision as shown by plat of said subdivision on file and of record in Plat Book 5 at Page 8 of the records of the Chancery Clerk of Madison County, Mississippi, less and except that part thereof as heretofore conveyed to Marion Thornton by deed dated November 29, 1967, and recorded in Book 109 on page 513.

Tract 2: A small parcel of land adjoining said Lot 5 of said Twin Lakes Subdivision more particularly described as commencing at the southwest corner of Lot 6 of said subdivision and run thence North 72 degrees 22 minutes West a distance of 100.0 feet to the point of beginning, and from said point of beginning run thence South 72 degrees 22 minutes East for 13.5 feet, run thence North 32 degrees 48 minutes East for 68.9 feet, run thence North 62 degrees 18 minutes West for 26.0 feet, run thence southerly to the point of beginning.

Tract 2 is conveyed subject to such rights of ingress and egress as were reserved by Frank E. Pippin, et ux, by deed dated January 10, 1968, and recorded in Book 110 on page 244.

There is excepted from this conveyance all oil, gas and other minerals which have heretofore been reserved by prior owners, including the one-half interest reserved by W. T. Kernop and wife. This is the same property conveyed to Elmo Breazeale by deed from W. T. Kernop and wife dated March 19, 1968, and recorded in Book 110 on page 474 of the Land Records of Madison County, Mississippi.

Witness my signature this the 21st day of February, 1969.

Emo Al Burgule

CBGH 114 PAGE 543

STATE OF MISSISSIPPI

COUNTY OF ATTALA

Personally appeared before me, the undersigned authority in and for said county and state, the within named Elmo Breazeale, who acknowledged that he signed and delivered the above and foregoing Warranty Deed as his own act and deed on the day and year therein set out.

Given under my hand and official seal this the 21 day of February, 1969.

Wicommission Extra October 25, 1970
My Commission expires:

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 A day of Feb., 1962, at 12 20 M.

and was duly recorded on the A day of Feb., 1969, Book No. 1/4 on Page 5/2 in my office.

Witness my hand and seal of office, this the 26 of February, 1969.

W. A. SIMS, Clerk.

By Malley W. A. SIMS, Clerk.

40. C18

STATE OF MISSISSIPPI COUNTY OF MADISON

WARRANTY DEED

In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, Anderson Enterprises, Inc. does hereby sell, convey and warranty to Mrs. Fannie Elizabeth Jones, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A tract of land situated on the east side of Public Road in the E¹/₂ of NE¹/₄, Section 1, Township 7 North, Range 2 East, and the W¹/₂ of NW¹/₄, Section 6, Township 7 North, Range 3 East, Madison County, Mississippi, and being more particularly described as beginning at a point that is 20.20 chains East of and 3.70 chains north of the Southeast corner of the SE¹/₄ of NW¹/₄, Section 1, Township 7 North, Range 2 East, said point of beginning being also the intersection of the south line of property with the center of Public Road, and from said of beginning run thence East for 28.79 chains, thence running North 88 35 minutes East for 10.00 chains, to the Southeast corner of said tract, thence running North for 20.64 chains to the Northeast corner of tract being described, thence running West for 39.24 chains to the center of said Public Road, thence running in a Southerly direction along said road, South 1 26 minutes East for 14.29 chains, South 4 20 minutes East for 5.28 chains, South 8 18 minutes West for 1.43 chains to the point of beginning, and containing in all 81.00 acres more or less and less and except 0.50 acres in the East half of Right-Of-Way for Public Road, the remaining total being 80.50 acres and being 41.20 acres in the W¹/₂ of NW¹/₄, Section 6, Township 7 North, Range 3 East, and 39.30 acres in the E¹/₂ of NE¹/₄, Section 1, Township 7 North, Range 2 East.

Less and except all oil, gas and other minerals, in, on and under the above described land.

Said conveyance is subject to the County Wide Zoning Ordinance,
April 6, 1964, appearing of record in Book AD at Page 266 of the
Minutes of the Board of Supervisors of Madison County, Mississippi.

This conveyance is subject to the right of ingress and egress to approximately 6 acres of land owned by the Grantor, which is situated on the East side of the above described tract. This right of egress and ingress is a personal right extending only to 0. E. Anderson,

Mrs. O. E. Anderson and their employees and shall terminate upon

BUOK 114 P/CE 545

the death of the survivor of O. E. Anderson and Mrs. O. E. Anderson.

Taxes for the year 1969 shall be prorated between the parties.

Executed this the 2/47 day of February, 1969.

Anderson Enterprises Inc.

Mrs. O. E. Anderson, Secretary and Treasurer

Corporation Seal ,

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named O. E. Anderson and Mrs. O. E. Anderson, who acknowledged that as President and Secretary, respectively, of Anderson Enterprises Inc., a Mississippi Corporation, they signed, attested, sealed and delivered the above deed on the day and year therein mentioned as the act and deed of said corporation, being duly authorized so to do:

Witness my signature and official seal this the 21st.day of February 1969.

Cugi Bille Kimmer
Motary Lulle

ly Commission Expires:

ission Expires January 10, 1975

STATE OF MISSISSIPPI, County of Madison:

1, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed record in my office this 2/ day of June 1969, at 1:00 o'clock P.M., for record in my office this 2/ day of Telegraphy, 1967, at 1:00 o'clock PM., and was duly recorded on the 2/6 day of Telegraphy 1969, Book No. 114 on Page 544 in my office.

Witness my hand and seal of office, this the 26 of Fibruary, 1969.

W. A. Spiris, Clerk

By Blady 24. Spacell.

WARRANTY DEED'

For a valuable consideration cash in hand paid to us by lickinley Luckett, Bessie Luckett and Leroy Luckett, the receipt of which is hereby acknowledged, we, Canton Builders, Inc. do nergoy convey and varrant unto the said McKinley Luckett, Bessie Luckett and Leroy Luckett the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 52.5 feet on the east side of Owens Street and being all of Lot 9 and 2.5 feet evenly off the north end of Lot 6, block "A", l'ashimaton Subdivisior, Canton, l'adison County, Mississippi.

This conveyance is subject to the following:

- 1. A reservation of all oil, gas and other minerals which were reserved by forcer owners.
- 2. Zoning ordinances of the City of Canton, histissippi.

It is agreed and understood that the ed valorem taxes for the year 1969 will be paid ______ by the grantors and ALC by the grantees. Witness our signatures, this the 21 day of February

1909.

CANTON BUILDERS, INC.

State of Mississippi

Madison County

Personally appeared before me, the undersigned authority in and for said County and State, the within named H. B. Morgan respectively of Canton Builders, Inc. who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as and for the act and deed of Canton Endlegrs, Inc.

Given under my hand and seal of office, this the 21 day of

_, 1939.

Mynten C. Louclounguie

comission expires:

Var 19, 1969

STATE OF MISSISSIPPI, County of Madisons I.W.A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed , 1969, at 3'00 o'clock A., , 1969, Book No. 1111 on Page 516. ., for record in my office this 21 at. day of February and was duly recorded on the 26 day of tall

Witness my hand and seal of office, this thoule of

BOOK 322 PAGE 112

BOOK 114 PACE 547

NO. 556

STATE OF MISSISSIPPI COUNTY OF MADISON

110, 8805

TRUST_AGREEMENT

This trust agreement, assignment, and conveyance, made and entered into this the 22 day of December 1964, by and between JOHN S. WHITWORTH and his wife MARY M. WHITWORTH of Pickens, Mississippi, hereinafter called "Grantors," and CANTON EXCHANGE BANK of Canton, Mississippi, hereinafter called "Trustee,"

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to the Grantors by the Trustee on or before the execution and delivery of these presents, the receipt of which is hereby acknowledged, and in further consideration of the mutual love and affection the Grantors bear for the beneficiaries hereinafter named, and for the further consideration of the acceptance by the Trustee of the duties and obligations herein imposed upon it, as is evidenced by its signature hereto, and other promises, covenants and agreements hereinafter made on the part of the Trustee to carry out and execute the trusts hereinafter created, the said Grantors do hereby convey and warrant unto the said Trustee, upon the trust hereinafter specifically created and described, the following described cut over timber land lying and being in Madison County, Mississippi, to-wit:

TRACT #1:
Beginning et e point that is 2.10 chains west of the northeast corner of the NE½ NW½ of Section 1, Township 11 North, Range 3
East, and run thence east 2.10 chains, thence run north 6.70 chains, run thence east 10.75 chains, thence run south 6.70 chains, thence continue south 38 minutes west 19.70 chains, thence run west 12.92 chains, thence north 52 minutes east 19.70 chains



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BOOK 114 WEE 548

to the point of beginning; being 7.2 acres in Section 36, Township 12 North, Range 3 East, and 25.8 acres in Section 1, Township 11 North, Range 3 East.

TRACT #2:

SW2 of Section 34, and all of that part of the S2 of Section 33

that lies east of Big Black River, all in Township 12 North, Range

3 East.

TRACT #3:
All of that part of the NW½ of Section 4 that lies east of Big Black
River, and the N½ SW½ of Section 4, and all of that part of the

""
E½ E½ of Section 5 that lies south and east of Big Black River, all
In Township 11 North, Range 3 East.

TRACT #4:
All of that part of the Wi NW of Section 8, Township 11 North,
Range 3 East, that lies east of Big Black River.

TRACT #5:
40 acres on the north end of a tract of land described as the
W2 SW2 and W2 E2 SW2 of Section 9, Township 11 North, Range 3 East.

TRACT #6:
All of that part of the W2 NW2 of Section 17 that lies east of Big
Black River, and all of that part of the NW2 SW2 of Section 17
that lies east of Big Black River, and all of that part of the
NE2 SE2 of Section 18 that lies east of Big Black River, all in
Township 11 North, Range 3 East.

00 TRACT #7: E½ NW2 of Section 21, Township 11 North, Range 3 East.

TRACT #8:
So of Section 12, Township 11 North, Range 3 East.

TRACT #9:
Beginning at a stake 12 links east of a sycamore tree 18 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 00 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 00 minutes west for 13 chains and 54 links, thence north 69 degrees and 00 minutes west for 5 chains and 3 links, thence north 20 degrees and 20 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

BOOK 322 WEE 114

BDOK 114 PAGE 549

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 SW½ 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, marked by a sycamore tree 18 inches in diameter, thence run south for 19 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 in Section 6, Township 10 North, Range 4 East, and 61.8 acres in Section 1, Township 10 North, Range 3 East; further included in this conveyance is the NW½ SW½ of Section 31, Township 11 North, Range 4 East, containing 40 acres, more or less; all of the above land in this TRACT #9 containing a total of 334.3 acres, more or less, and 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 of record in book 1 at page 182, and also conveyed to J. A. Ratliff by S. C. Ward by deed in book 6 at page 206, reference being made thereto as part of this description; and ALSO, the E½ SE½ and NW½ SE½ of Section 36, Township 11 North, Range 3 East, being the land acquired from Clifford Castens by deed duly of record in book 7 at page 211 of the records in the office of the Chancery Clerk of Madison County, Mississippi. LESS AND EXCEPT all of the oil, gas and other mineral interests in, on and under this TRACT #9 that have heretofore been sold or reserved of record, and Grantors reserve all of the other oil, gas and other minerals in, on and under said TRACT #9.

2. TO HAVE AND TO HOLD the above described land and any and all cash income or other investments and securities which the said Trustee in the exercise of the powers herein conferred upon it may purchase or acquire from the profits collected in the management and operation of said land or may acquire from any other source in and upon the following trusts, to-wit:

IN TRUST, to hold, manage, lease for agricultural purposes, lease for oil, gas and other minerals, effect timber sales, invest and reinvest said trust estate in investments authorized for trusts by Mississippi law; to collect all income, bonuses, rentals, royalties, and profits therefrom if and when the same shall become due and collectible, with full power and authority in said Trustee and its successors to sell, assign, transfer and deliver

BOOK 322 PCE 115

BOOK 114 PGE 550

such investments (other than the above described real estate and any other real estate that comes into this trust, which in no event shall be sold during the term of this trust, except as hereinafter set out) or securities, as it in the exercise of its discretion may deem best, throughout the term of this trust, as hereinbelow provided. A separate trust is hereby established for each grandchild named herein, and undivided interests in properties may be among the assets placed in each trust.

(a) Out of the income collected by the said Trustee it will pay all taxes levied upon the trust property and may, in its discretion, pay tax on the income therefrom, and may pay any and all other necessary and proper costs incurred in and about the administration of the said trust fund, and a commission upon the gross income received each year during the period of the trusteeship is to be paid to the Trustee as follows, it being understood that a separate trust or sub-trust shall be established for each beneficiary herein named: 5% of the gross annual income of each separate trust shall be paid to the Bank as Trustee.

Said Trustee shall have full power and authority to employ auditors, attorneys, tax men, real estate agents, rental agents, security brokers, appraisers, overseers, and managers, and any other persons it may find advisable to use for the proper administration of this trust, and any reasonable compensation incurred for such services shall be included in and paid as expenses hereunder.

(b) The income from the trust assets shall be maintained by the Trustee in segregated or separate trusts or sub-trusts, with allocable expenses and other authorized disbursements being deducted from each such trust or sub-trust for the benefit of the two

BOOK 322 YEE 116

BOOH 114 MGE 551

grandchildren of the Grantors in the proportions hereinafter specified, to-wit:

To MISS FITZHUGH LEE JONES, our granddaughter, a one-half (1/2) interest; and

To CHARLES WHITWORTH COLBERT, our grandson, a one-half (1/2) interest.

The allocable share of each beneficiary above named shall be separately held, invested and reinvested, however, when each beneficiary reaches the age of twenty-one (21) years, the accumulated income shall be distributed to said beneficiary. After each beneficiary reaches the age of 21 years, his or her allocable share of the profits from the corpus of the trust shall be distributed annually. In the event of the death of any aforenamed beneficiary before the expiration of this trust, his or her share shall be held for the benefit of the issue of said deceased grandchild beneficiary, share and share alike, if there be such issue. If no issue of the aforenamed grandchild beneficiary be living at the time of his or her death, his or her share shall thereafter be held in trust for the benefit of his or her brothers or sisters then living, and to the issue of any deceased brother or sister who shall leave issue surviving, such issue to take his, her or their parent's share by right of representation. If no issue or brother or sister of the deceased grandchild beneficiary or issue of deceased brothers or sisters shall survive said aforenamed grandchild beneficiary thus dying, his or her share shall thereafter be held in trust for the · benefit of the mother of the aforenamed grandchild beneficiary thus dying for the remainder of the life of said mother, and upon her death such income shall be distributed as hereinafter provided. It no issue or brother or sister of the deceased grandchild beneficiary or issue of brother or sister, or mother of said grandchild beneficiary

BOOK 322 PAGE 117 BOOK 114 PAGE 552

shall be living at the time of the death of said grandchild, then his or her share shall be held in trust for the benefit of the other aforenamed grandchild beneficiary (or grandchildren beneficiaries, share and share alike) of this trust as earlier named, with the express provision that if any of the other aforenamed grandchild beneficiary (or grandchildren beneficiaries) shall predecease the said decedent and leave issue surviving, then said issue shall take the share of the parent by right of representation.

- (d) The Trustee is expressly authorized and empowered to invest any or all of the funds of the allocable funds held for the benefit of the minor beneficiaries in a common trust fund being operated by the Trustee Bank and such funds thus invested, together with income therefrom reinvested in such common trust funds may be held until such minor beneficiary (or beneficiaries) shall reach majority as hereinbefore provided; provided, however, annual net income earned by the trust in excess of \$10,000, shall be distributed in the year earned, or within 90 days thereafter, regardless of age of beneficiaries.
- (e) The Trustee may apply the income payable to any beneficiary directly to or for such beneficiary's support, maintenance, and general welfare, should such beneficiary by reason of minority, advanced age, illness, or other physical or mental incapacity, be deemed by the Trustee in its sole and absolute discretion, incapable of handling and disposing properly of such income.
- (f) To the extent permitted by law, none of the beneficiaries hereunder shall have any power to dispose of or to charge by way of anticipation any interest given to such beneficiary. All sums payable to such beneficiaries hereunder shall be free and clear

BOOK 322 75118

of the debts, contracts, alienations and anticipations of the beneficiaries, and of all liabilities for levies and attachments and proceedings of whatsoever kind, at law or in equity, and, in the case of a married woman, free from the control of her husband.

- (g) To pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust against others or of others against the trust on such terms as it may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith which it may deem advisable.
- (h) The maximum period of time during or throughout which the said Trustee or its successors may continue to hold and manage the trust herein and the income therefrom in the manner herein provided shall be during the life on earth of the last surviving grandchild of the two grandchildren aforenamed, and on or upon the expiration of said trust, said Trustee or its successor shall pay and distribute the entire corpus of said trust estate, including any accumulations of income then on hand, to the beneficiaries of the income in the proportions hereinabove stated.
- 3. Said Trustee shall have and is hereby given full power and authority to change or alter the investments of the minor beneficiaries and to invest and reinvest, and such investments, when made, shall be held by said Trustee upon the same trusts as herein specified. For the purpose of such reinvestments and change of investment and to fully carry into effect of this "Trust Agreement", said Trustee is hereby authorized and empowered to sell, transfer, and deliver any part or all of said securities held for investment, and in consummation of such sale or sales, to transfer, assign, and deliver such securities so sold, absolutely, unto the purchaser or

BOOK 322 ×5119

BOOK 114 NOF 554

purchasers thereof, who shall not be required to see to the application of the purchase money, which purchase money, however, is to be held and/or reinvested upon the uses and trusts herein specified, or distributed in the manner herein provided.

- 4. Canton Exchange Bank of Canton, Mississippi, as Trustee, reserves the right (and any Successor Bank Trustee shall have the like privilege) of resigning as Trustee by recording its written resignation, referenced with respect to this Trust Agreement, in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and sending a copy thereof to each adult beneficiary and to the parent or guardian of each minor beneficiary, with such resignation to be effective not earlier than sixty (60) days after the date of such resignation being thus filed for record in the office of the said Chancery Clerk.
- 5. In the event the aforenamed Trustee shall surrender its Charter or in the event of its neglect, unfitness, or incapacity to discharge the duties hereunder, inability to act, resignation or removal from office after the commencement of the trust hereby created, then the Chancery Court of Madison County, Mississippi, may appoint a Successor Bank Trustee.
- 6. A copy of the annual statement of receipts and disbursements, together with a list of the investments of the trust and liabilities (including taxes then known) shall be made as of the end of each calendar year or tax fiscal year, and shall be furnished Grantors during their lifetime. Each adult beneficiary and a parent or guardian of each minor beneficiary shall be furnished like statements of the prograta share of the receipts and disbursements of each trust or sub-trust, the amount of outstanding payables (including taxes then known) due by the trust or sub-trust and

BOOK 114 PME 555 BOOK 322 MGE 120

against any of the trust estate being held for the beneficiaries hereunder. However, in the event funds be held for minors or invested by the Trustee in a common trust fund, the parties aforementioned shall be furnished such pertinent statements concerning income and expenses and investments as are customarily furnished other participants in said common trust funds. Grantors and parties of beneficial interests, together with their auditors or other designated representatives shall have access during banking hours to inspect the Bank's records concerning the investments and operations of the trust funds.

- 7. The Trustee is authorized to receive any gift from any entity or individual and commingle the sum or property with the trust corpus, and such property or any so received shall be subject to the terms of this Trust Agreement.
- 8. Should any litigation at law or in equity at any time arise in respect to any of the securities mentioned herein, or in respect to any other securities or property which may from time to time come into the possession of the Trustee hereunder or its successors by virtue of this indenture, or should any litigation at law or in equity at any time arise in respect to this indenture or any of the terms and provisions thereof, the cost and expense incident thereto and incurred by said Trustee in such litigation, shall be paid by said Trustee or its successors out of the trust fund hereby created or the income derived therefrom.
- 9. In the event that any of the beneficiaries herein ever desire to carry on a farming operation on any of the land covered by this Trust Agreement, the Trustee, with the written consent of 75% of the prime beneficiaries hereunder, may lease, rent, or sell all or any part of the land covered by this Trust Agreement to

BOOK 322 XC:121

such beneficiary on such terms and conditions as are agreeable to said Trustee and 75% of the prime beneficiaries hereunder; however, in the event of a sale to said beneficiary of land covered hereby, the Trustee shall reserve all of the oil, gas and other minerals in, on and under said land so sold.

- 10. In the event, that the Trustee Bank merges or consolidates with another Bank, said Successor Bank shall succeed to the Trusteeship hereunder.
- 11. Grantors expressly authorize and empower the Trustee, with respect to the real estate hereby conveyed in trust and real estate that may be received in the future, in its sole and absolute discretion, to exercise the following powers, authorities and privileges, to-wit:
- (a) To retain any property or any undivided interest therein that comes into the hands of the Trustee by way of gift, regardless of any lack of diversification, risk, or non-productivity.
- (b) To determine the manner of ascertainment of income and principal and the apportionment between income and principal of all receipts and disbursements and to select any accounting period.
- (c) To exercise any and all conversion, subscription, voting and other rights, privileges, elections and options pertaining to any trust property, and to grant proxies, discretionary or otherwise, in respect thereof; and to receive and retain any property that may be acquired by it as the result of the exercise of any such rights, privileges, elections or options.
- (d) To sell all or any part of the timber that is now on or may hereafter be on any land subject to this Trust Agreement, on such terms and conditions as said Trustee may deem proper.

BOOK 322 PEGE 122

BOOK 114 PACE 557

- (e) To lease lands subject to this Trust Agreement for such periods of time for such considerations and upon such conditions as the Trustee may see fit.
- (f) To execute oil, gas and mineral leases, ratifications and rental division orders, division orders, rental receipts, royalty receipts, and any other instruments, contracts, or agreements, pertaining to the development, production, or distribution of income from the minerals in, on and under any land subject to this Trust Agreement, upon such terms and conditions as the Trustee may deem advisable.
- (g) To borrow money from time to time or at any time in order to pay ad valorem taxes, special assessments, or other taxes, authorized expenses, income taxes, and expenses of maintaining permanent improvements, and for the restoration of permanent improvements then existing to tenantable and rentable condition and to secure such money thus borrowed and interest thereon, to mortgage all or any part of the real estate covered by this Trust and execute a note therefor. The authority granted in this item shall be exercised only upon the approval of the Chancery Court of Madison County, Mississippi.

EXECUTED IN DUPLICATE, on the day and year first above written.

BOOM AND STEEL BANK OF BOOM AND STEEL BANK OF BOOM AND STEEL BANK OF BOOM AND STEEL BANK OF THE STEEL

John S. Whitworth, Grantor

Mary,M. Whitworth, Grantor

STATE OF MISSISSIPPI COUNTY OF MADISON Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named JOHN S. WHITWORTH and his wife MARY M. WHITWORTH, who acknowledged that they and each of them signed and delivered the foregoing TRUST AGREEMENT on their day and year therein mentioned, as and for their act and delivery Witness my signture and official seal, this the of December 1964. ary Public My commission expires: august 18, 1967 STATE OF MISSISSIPPI COUNTY OF MADISON <u>ক্রি</u> 11:1-STATE OF MICHEPH, County of Medison-STATE OF MISSISSIPPI, County of Madison: for record in my office this 21 at day of talmany, 1969, at 3:00 o'clock! M., cand was duly recorded on the 26 day of talmany, 1969, Book No. 114 on Page 547 in my office. wining office.

Winness my hand and seal of office, this the do of telegrapy

W.A. SING Clerk

By Dlady W. Space

800K 114 MG 559

NO 554

WARRANTY DEED

FOR AND IN CONSIDERATION of the Sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, JAMES M. McKAY do hereby sell, warrant and convey unto CALVIN LUCAS, the following described land and property lying and being situated in the Town of Ridgeland, Madison County, Mississippi, and being more particularly described as follows, to-wit:

Being a resubdivision of Lot 5 and Part of Lot 6, Block 30, HIGHLAND COLONY SUBDIVISION, Ridgeland, Mississippi,

Being situated in the SW2 of Section 31, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

Beginning at an iron pipe marking the intersection of the South line of the NW\$ of Section 31, Township 7 North, Range 2 East, Madison County, Mississippi, with the East right of way line of Ridgewood Road extended, which said point is the point of beginning of the land herein described, run thence North 2 degrees 06 minutes West along the said right of way of Ridgewood Road 141.54 feet; turn thence to an angle South of 77 degrees, 46 minutes East and run 593.35 feet to a point located on the South line of the NW\$ of Section 31, Township 7 North, Range 1 East of Madison County, Mississippi; turn thence to an angle of South 88 degrees, 26 minutes West and run along the South line of the NW\$ of Section 31, Township 7 North, Range 1 East of Madison County, Mississippi, for a distance of 574.92 feet to the point of beginning.

WITNESS the signatures of the Grantor herein on this the 3 day

JANES M. MCKAY

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appreared before me, the undersigned authority the within named JAMES M. McKAY, who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME, this the Me day of

My Commission Expires;
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WARRANTY DESD

FOR A VALUABLE CONSIDERATION not necessary here to mention the receipt and sufficiency which are hereby acknowledged, we, FLOYD WASHINGTON and HELEN WASHINGTON, husband and wife, do hereby convey and warrant unto WALTER NICHOLS, SR., also known as WALTER NICHOLS, a widower, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A tract or march of land as nearly as possible in .

the shape of a square in the NEL of the NWL of
section 36, Township 10 North, R nge 2 East, Madison
County, Mississiphi, and being hore particularly
described as the point of baginning bring at the north
march of the Janton-Mazoo City Mighway /16 which
point of beginning is the southeast corner of lot
acoured by Lee Robinson from grantor (water
Wichols, Gr.,) herein on or about January 16, 1961,
and of record in Land Died Book 79 at page 532,
Chancery Clark's office, Manison County, Mississiphi,
and from said point of beginning run in a southeaster—
ly direction along the north march of said nightay a
distrance of 53 feet to a stake, thence west a distance of
53 feet to the cast line of said dobinson's land then run
south a distance of 53 feet along the east line of said
Robinson land to the point of beginning, and being in
NEL of NWL, Section 36, Township 10 Morth, Mange 2
east. This being the same land, whether correctly doscribad or not, that was conveyed by grantee herein
to grantors berein on June 7, 1967, and of record
in Leed Look 107 at page 118, Chancery Chark's Jiffice,
Andrew to may the 1968 ad valorer tives

Grantee to pay the 1968 ad valorem taxes
WITNESS OUR SIGNATURES, this the 2/day of Zel- 1969

Floyd washington

Helen washington

Helen Vashington

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for soid county and state, FLOYD WASHINGTON and HELEN WASHINGTON who each acknowledged that they signed and delivered the for egoing instrument on the day and year therein mentioned as their act and deed.

day of Fell., 1968.

Commission expires:

STATE OF MISSISSIPPI, County of Madison:

1, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2/1 day of February, 1969, at 1:47 o'clock P.M., and was duly recorded on the 26 day of February, 1969, Book No. // on Page. 5/0.

Witness my hand and seal of office, this the 26 of February, 1969.

By Blady 91. Space.

By Blady 91. Space.

D. C.

25-

BOOK 114 PACE 561

No 557

WARRANTY DEED

FCR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, WALTER NICHOLS, SR., also known as WALTER NICHOLS, do hereby convey and forever warrant unto FLOYD WASHINGTON and HELEN WASHINGTON, husband and wife, as joint tenants with right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 125 feet on the north side of Mississippi State Highway No. 16 all lying and being situated in the NEA N/A, Section 36, Township 10 North, Range 2 east, Madison County, Mississippi and more particularly described as commencing at the intersection of the north right-of-way line of Mississippi State Highway No. 16 with the west line of the D. ?. Jurshy lands (which said line is described by deed as being 70 yards west of and parallel to the east line of the X/2) run N 39°30' west along the north right-of way line of said highway for 1244.5 feet to the point of beginning and from said point of beginning turn right through a deflection angle of 58°00' and run 274 feet to a point; there turn left through a diffection angle of 55°21' and run 107.6 feet to a point on the east line of the Lee Robinson Lotton to a point on the east line of the Lee Robinson Lot to a point on the north right-of-vay line of said highway; thence turn left through a deflection angle of 57°39' and run 125 feet along the north right-of-vay line of said highway; thence turn left through a deflection angle of 57°39' and run 125 feet along the north right-of-vay line of said highway to the point of beginning.

CONVoYANCE and the warranty nerein contained are hereby ex

THIS CONVAYANCE and the warranty nerein contained are hereby expressly made subject to the following:

- 1. County of Madison and State of Mississippi ad valorem taxes for the year of 1968 and subsequent years.
- 2. An undivided one-half (1/2) interest in and to all oil, gas and other minerals in, on and under said lands, which was reserved by prior owners.
- 3. Madison County, Mississippi Coning and Subdivision Ordinances of 1964, which is recorded in Eupervisors Minute Book 4D at page 266 through 287.

	herein is a		_			
WITNESS	MY SIGNATURE	This the 2/	.4₽ aay of .	Feb.	,1969	
		<u>-</u> (yailu	nolols	<u> </u>	·
		Walter	Nichols.	Sr., also	known as	

Walter Nichols

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state the within named LALTER NICHOLS, SR., also known as WALTER NICHOLS, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed.

GIVEN UNDER MY HAND and official seal on this the 2/ ...

"day of Fel. 1069.

Elearls C. Henry

MY-COVERSSION EXPIRES:

STATE-OF Mississippi, County of Madison:

1. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 200-day of Telegrany, 1969, at 150 o'clock P.M., and was duly recorded on the 26 day of Telegrany, 1969, Book No. 114 on Page 561.

Witness my hand and seal of office, this the 26 of Telegrany, 1969.

By Mady M. A. SDS, Clerk

By Mady M. A. SDS, Clerk

D. C.

BOOK 114 PAGE 563 1969

STATE OF MISSISSIPPI, County of Madison:

1. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record, in my office this 22 day of 7 octook CM., and was duly recorded on the 30 day of 120. 1967, Book No./// on Page 56.3 in my office

Witness my hand and seal of office, this the 26 of 100 cut and 1967.

With SIMS, Clerk

D. C.

, D. C.

BECK 114 #66564 1965

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 At day of Telegraphy, 1969, at 9.45 clock. R.M., and was duly recorded on the 26 day of Telegraphy, 1969, Book No. 114 on Page 564.

Witness, my hand and seal of office, this the 26 of Telegraphy, 1969.

BOOK 114 PAGE 565

Ways a to be std nu as Will and the

For and in secrence atom of the section	Francis A Million 14 Mar Property
cash in hand paid and other good and almatch	rom adversary, the moves on 11
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does leter sell, comey and warrant unto	
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surfivorship, and not as tenants in common, the	t flooring she riced for and
property situated in the First Audicial Distric	ot us finds the or makes oppiy
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in Flat cook a at Face a, worker plate is northly said. In a 1 11 d	THE AND IN GRAPH TO THE PERSON OF THE PERSON
Ad valorem taxes for the year 1984 are	assumed by the Grantees herein.
There is excepted from the warranty of	
restrictions, easements and mineral reservatio	
Chancery Clerk aforesaid which affect the abov	
WITNESS the signature of	er fanler
dulyrounkarizedxoffinand this thetday of	Immater, Ist's, Table
	Juste William Fowler
•	Evelyn Alexander Fowler
STATE OF MISSISSIPPI	
COUNTY OF HINDS::::	
Personally appeared before me the underjurisdiction aforesaid <u>Judge William Fowler and Judge Wi</u>	Evelyn Alexander Fowler
xiikxxxikn <u>x</u>	, vandstinatn
xfutnenchoncrbabenlehratiersenlehrarapozaikianixelux sign	ed and delivered the above and
foregoing instrument of writing on the day and	year therein mentioned, khaxhaxhaxhax
shreenerfdroetenlurkynensahanetrandensansmoendess	
Given under my hand and seal, this the	20th day of December, 1968,
XXXIG4.	
Notary My Com.	Fublic Expires (Plug 31/990
	/ /
OF MISSISSIPPI, County of Madison: W. A. Sims, Clerk of the Chancery Court of said County,	certify that the within instrument was filed
ord in my office this 210 _ day of Telegraphy	, 1969, at 8: 45 o'clock 2.M.,
iness my hand and seal of office, this the deaf	Thrusan 106 Y
s duly recorded on the 26 day of tulnuary, office. Iness my hand and seal of office, this the 2 for the angle of the seal of office, this the 2 for the angle of the seal of t	W. K. SIMS, Clerk

P.R.

MISSISSIPPI DEED WDEXED.

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воон 114 ж 65.567. SPECIAL WARRANTY DEED

FHA Case No. 281-039220-203 New Case No. 281-057944-203

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, GEORGE ROMNEY , Secretary of Housing and Urban Development, of Washington, D.C., acting by and through the Federal Housing Commissioner, hereby sells, conveys and warrants specially unto CAREY KELLY and REYOLA GELLY, husband and wife, as tenants by the entirety with express right of the control xxxxCCcuretyk

k xccEinteccicdibsakssinecotorwittox
following described real property situated in , County of M , County of MADISON, State of Mississippi, to-wit:

Lot Five (5), Westgate, Part 5, according to the plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, as now recorded in Plat Book 4 at Page 52.

Said conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record; and subject to any state of facts which an accurate survey would show.

TOGETHER with all and singular the rights, easements, hereditaments and appurtenances thereunto belonging.

BEING the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

THE ABOVE DESCRIBED property is conveyed SUBJECT to protective covenants, restrictive covenants, easements, conditions and limitations, if any, now of record affecting the use or enjoyment of said property, and to the liens of all taxes, special assessments and levies of every kind and nature, if any, for the year 1969 , and subsequent years, the payment of which said taxes, special assessments and levies is assumed by the grantee herein.

, 19 69, day of February IN WITNESS WHEREOF the undersigned on this loth has set his hand and seal as Field Office Realty Officer Field Office, Jackson, Mississippi, for and on behalf of the said Secretary Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D. , FHA

Witnesses:

GEORGE ROMNLY Secretary of Housing and Urban Development

Federal Housing Commissioner

By Office Realty Officer FHA Field Office, Jackson, Mississippi

STATE OF MISSISSIPPI COUNTY OF HINDS

SS

Personally appeared before me, MARY C. COLLINS , the undersigned Notary Public in and for said County, the within named J. J. UNDERHILL; JR. who is personally well known to me and known to me to be the person who executed the foregoing instrument bearing date February 10, 1969 , by virtue of the authority vested in him by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, who acknowledged that he signed and delivered the Toregoing instrument on the day and year therein mentioned as Field Office , for and on behalf of GEORGE ROMNEY Secretary, of Housing and Urban Development.

Secretary of Housing and Urban Development. Given under my hand and seal this lot February, 1969

My Commission Expires May 25, 1972.

STATE OF MISSISSIPPI, County of Madison: For record in my office this 22 day of Telegraphy, 1967, at 9 45 o'clock @ M., and was duly recorded on the 26 day of Felt.

Witness my hand and seal of office, this the 26 of Federag V. K SIGIS, Clerk, 1962.

DENEY.

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, HOSEA PERMELL, do hereby convey and quitclaim unto LEVANNA PERMELL all of my right, title, and interest in and to that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot Fifteen (15) of Block "E" of Carroll Smith Addition to the City of Canton, Maison County, Mississippi, when described with reference to man or plat of said addition now on file in the Chancery Clerk's Office for said County, reference to said map or plat being here made in aid of and as a part of this description.

The undersigned Hosea Pernell covenants and warrants that he is now voluntarily living separate and apart from the said Levanna Pernell and that the above described property constitutes no part of his present homestead and does hereby expressly disclaim any homestead rights in and to the above described property.

WITNESS my signature this with day of February, 1967, 5.

Hosea Pernell

STATE OF MISSISSIPPI

MADISON COUNTY

Personally appeared before me, a Notary Public in and for said County and State, the within named HOSFA PERNELL, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein rentioned as his act and deed.

Given, under my hand and official seal this 22 fday of February, 1967

My Commission expires:

STAJE OF MISSISSIPPI, County of Madison.

1, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed

1, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed

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BOOK 114 PAGE 569

STA? OF PESISSIPPI, County of Markeon.
W. A. Sims, Clork of the Chancery Court of said County, certify that the within instrument was filed. ord in my office this ?" day of , 196 ', at : 12 , o'clock < M., , 196 ', Book No.//'/ on Page 5 > 7 was duly recorded on the had day of office. 50 Y 80 N NOVE 196 F. of family and read of rather than this .

, D. C.

PISH 114 -356570 196 ounty, cerety must the si Troop in 3-ASABBINETE AT LAST SALES ्रक्त मार्था एक्स वाक्यायास्त्रीय क्षांत्राच्य En Centimony Mibermen PREMIDENT OF THE DESTREP OF AMERICA the SRAL of the GENERAL LAND OFFICE to be Land in the year of one Lord one changed of the landest special and the change of the chang 19 AT THE PRESENTATION OF A 107391 - Aler No Ome ? fall

-----. Y.F.P

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 7, 1962, at 1/2 coclock A.M., and was duly recorded on the 26 day of 7, 1969, Book No. 11/2 on Page 520 Witness my hand and seal of office, this the 26 of Technique 1, 1969.

Wy A. Sims, Clerk

By Deadly 11 Faculty 1, D. C.

P.R. ..

المساعدا

va:571 INVINE SED

Back 114 Page 571 -

State of the state of the state of

Jackson 07343

The United States of America,

Ca all to whom these presents shall come, Greeting :

WHEREAS, a Certificate of the Register of the Land Office at Jackson, Mississippi, has been depended in the Goneral Land Office, whereby it appears that full payment has been a Angie Hill Cheek Miller, formerly Angie Hill Cheek, . according to the previolens of the Act of Congress of April 24, 1820, entitled "An Act making further posale of the Public Landa" and the acts repriessed thereto, for the Lot four of Section thirty-twoin Township ten north of Range five east of the Chootaw Meridian, Mississippi containing one hundred thirty-three and twenty-five-hundredths acres,

NOW KHOW YE, That the UNITED STATES OF AMERICA, in or Congress in such case made and provided, MAS GIVEN AND GRAdianest and to the below of the mild cialment the Tract aborights, privileges, immunities, and appurteeances, of wholesever nature, andgree of the said cialment ferover.

in textinony, whereof, i, Goodfow Wilson

30 Migeigeipki County of Madison: N. A. Somo, Park of the Chancery Court of said County, certify that the within instrument was first for record in my office this day of the man was dub-recorded on the AC day of the man ay office. , 196 7, Beck No. // / en Page 57/

Witness my hand and seal of office, this the 26 of 12 W. Al SIMS. Clerk ...

25 114 Ancel & Ou Cillet! Jana Pichels III with magoil mobby Labins . .1. . A. TO SUMY . College and an entire the treatment of the factor there for all costs me the estimate we have the The same of the sa that the sion danc nelivered transcre is like in a life to on the cap was more thought rentime a transfer and the contractions. CIVA un er my reme and obstacles contact of contact, all the kt 700 of 1. Her., 1907. M. A. Simos 3: Beense M. Crawford ::: 1-1-68

STATE OF MISSOURI

PERCENALLY arreared before me the undersigned authority in and for soid county and state the within named Nattie Nichols Support, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year thereasurent tioned as her act and deed.

CIVEN under my hand and official scal of office withis the Holding of Subsection, 1969.

Och 19, 14721

STATE OF MISSISSIPPI

MADISON COUNTY

PERSONALLY appraised before me the undersigned authority in and for soid county and state the within named LAURA NICHOLS MINTER AND MAGGIE NICHOLS ROBINSON, who each acknowledge that they signed and delivered the foregoing instrument on the day and year thorean mentioned as their act and deed.

GIVEN under my hand and official seal of office, this the long dayof February, 1969.

BY: Poten & Russel i

My commission expires:

My Commission Tay to easi hower, it is any 1972

STATE OF MISSISSIPPI, County of Madison:

(M. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 22 day of Tabutany, 1969, at 11. 120 lock Q.M., and was this recorded on the 26 day of Telescope, 1969, Book No. 11. on Page 572 in my, office:

(Witness my hand and seal of office, this the 26 of Telescope, 1969.

(By Maley of Clerk), D. C.

INDEXED NO. 577

WARRANTY DEED

FOR A VALUABLE CONSIDERATION cash in hand paid the undersigned, the receipt of which is hereby acknowledged, I, OLIVER L. BILLINGSLEA do hereby convey and warrant/unto JULIOUS NICHOLS, JR., LAURA NICHOLS MINTER, MAGGIE NICHOLS ROBINSON and MATTIE NICHOLS SUTHERLAND the following described land lying and being situated in Madison County, Mississiph, to-wit:

El of Nwl of Section 19, Township 11 North, Range 4 East LESS AND EXCEPT 16 acres evenly off the south end of El Nwl, Jection 19, Township 11 North, Range 4 East.

The above described land is no cart of grantor's homestead. WITNESS my signature this the <u>12</u> day of <u>February</u>, 1069

Oliver L. BILVINGSTEA

STATE OF MISSISSIPPI MADISON COUNTY

THIS DAY personally appeared before me, the undersigned authority in and for said county and state the within named OLIVER L. BILLINGSLEA, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his act and deed.

BY: <u>Dladys W. Spawie</u> D.C

Wy commission expires:

STATE OF MISSISSIPPI, County of Madison:

1, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 22 day of the second of

By Desdy M. Spreece Co., C

?.R_

MARRANTY DOED

INDEXED For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, wo, JAMES E. LARSON and SUSIE MAE LARSON, do hereby convey and warrant unto HENRY MILTON PARTAIN the following described property lying and being situated in the County of Ladison, State of Mississippi, to-wit:

A tract of land containing in all 2.0 acres, more or less, fronting 3.18 chains on the west side of old U. S. Highway No. 51, and being more particularly described as beginning at a point that is 10.14 chains south of the northeast corner of SE; NE; of Section 35, Township 12 North, Renge 3 East, said point of beginning being on the west right-of-way lane of said old Highway and from said point of beginning run thence north 58 degrees 45 minutes west for 6.38 chains, thence run north 31 degrees 15 minutes east for 3.18 chains, thence run south 58 degrees 45 minutes cast for 6.38 chains to the west right-of-way line of said Highway, thence run south 31 degrees 15 minutes west for 3.18 chains along said west right-of-way line to the point of beginning, said tract being situated partly in the SE; No.2 of Section 36 and the SE; NE; of Section 35, Township 12 North, Range 3 East, Madison County, Mississippi.

It is the intention of this instrument to convey that certain lot or parcel of land as was conveyed to James E. Larson by warranty deed executed by J. M. Vinson, dated January 25, 1950 and recorded in Book 45 at Page 256 of the records of the Chancery Clerk of 'Adison County, Minnissippi.

Grantce shall pay the taxes for the year 1969.

The property herein conveyed does not constitute the homestead of enther of the grantors.

Watness our signatures, this the 20th day of February, 1969.

rie mas

STATE OF LESISSIPPI

COULTY OF MADISO'!

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named JAMES E. LARSON and SUSIE MAE MARSON who each admostedged that they signed and delivered the above and foregoing instrument on the day and year therein rentioned as and for their act and deed.

Given under my hand and official scal of office, thus the 22 day of himmy

cocmication omires: 7. Zv. 72-

STAIL OF MISSISSIPPI, County of Madison:

Habruary, 1969. WA. SMIS, Clerk LLASAU ., D. C.

BOOK 114 WEE 578

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, F. H. EDWARDS, who acknowledged to me that he did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND an	nd official seal on thi	s the Jiho day	of February
	Carl C. Notary Public	Moster	mecy
(SEAL):: (SE	Notary Public		
May 6, 1972			

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 25 day of Technology, 1969, at 9:00 o'clock A.M., and was duly recorded on the 26 day of All 1969, Book No. 114 on Page 577.

Witness my hand and seal of office, this the 36 of Telanuscus, 1969.

By Plaly 91. Ship Clerk

By Plaly 91. Ship Clerk

D. C.

Form R-101 (1977) 1 1 1 1 BOOK 114 PAGE 579

INDEXED

MINERAL RIGHT AND ROYALTY TRANSFER

	(20 Charrace Interest) 110 000
STATE OF MISSISSIPPI	KNOW ALL MEN BY THESE PRESENTS:
COUNTY of Madison	_J
that Collins Wohner, TRI	ustee,
	Madison County State of Mississippi
hereinafter called grantor (whether one of	r more and referred to in the singular number and masculine gen-
	of Ten and no/100 * * * * * * * * * * * * Dollars
\$ 10.00 and other good and value	able considerations, paid by
	ce Box 4973, Jackson, Mississippi,
	which is hereby acknowledged, has granted, sold and conveyed and
	ey unto said grantce an undivided One Thirty-second gas and other minerals of every kind and character in, on or under
that certain tract or parcel of land situate	,
State of Mississippi, and described as follo	ws:
(C½ of SW%), and the Sout NW%), and the East Half o	(%), and the East Half of Southwest Quarter theast Quarter of Northwest Quarter (SE% of of West Half of Southwest Quarter (E% of W/2 res, more or less, lying South of the old d in Section 28; AND,
All that part of the Nort North of the old Livingst acros, more or less;	hwest Quarter (NWA) of Section 33 lying on and Vernon Road, containing three (3)
All of said land lying an Range 1 West, Madison Cou	d being situated in Township 9 North, nty, Mississippi.
Grantor does hereby grantoral acres.	Grantor to grant, sell and convey and ant, sell and convey unto Grantees Ten (10)
lities and means necessary or convenient for pro nployees, unto said grantee, his heirs, successors and administrators hereby agrees to warrant and f	interest in all of the said oil, gas and other minerals in, on or under said if appurtenances thereto in any wise belonging, with the right of ingress and of mining, drilling and operating for said minerals and the maintenance of faducing, treating and transporting such minerals and for housing and boarding and assigns, forever; and grantor herein for himself and his heirs, executors orever defend all and singuing the said interest in said minerals, unto the said ery person whomsoever lawfully claiming or to claim the same or any part
Grantes shall have the right at any time (but	t is not required) to redeem for Grantor by payment, any mortgages, taxes or it of default of payment by Grantor, and be subrogated to the rights of the
as any mineral lease, it any, heretolore made or deration hereinabove mentioned, grantor has sold usign and convey unto grantee, his helps, successor pove conveyed in the oil, gas and other minerals	and subsisting oil, gas or other mineral lease or leases on said land, including being contemporaneously made from granter to grantee, but, for the same cond, transferred, assigned and conveyed and by these presents does sell, transfer, rs and assigns, the same undivided interest (as the undivided interest hereinin said land) in all the rights, rentals, royalties and other benefits accruing we described land, to have and to hold unto grantee, his heirs, successors and
WITNESS the signature of the grantor	this 24th day of February 19 66
//Itnesses:	1 0 0
	_ Colling Wohner Fruite
	Collins Wohner, TRUSTEE

te of Mississippi.				
NTY OF Madison	before me, the undersigned at	uthority in and for t	he above styled juris	diction, the within memer
Collins Wohr	er, TRUSTEE			
CONTRACTOR NAME AND ADDRESS OF THE PARTY OF		. 		and west therein named
he	signed and delivered the ab	ove and foregoing in	astrument on the tra	y and year
h a c	Life Hill Advances and	· 425 ·	February	A. D. 19 66
Ohen under my hand and off	icial scal, this the of	day, of	1 B. 1	Fallett-
		1111111	u-fullie	
Try Commission Expires Ju	mo 27, 12-3	770-7-	<i>p</i>	
TE OF MISSISSIPPL	 :	•		
INTY OF.			r the above styled ;	jurisdiction,
This day personally appeared	i before me, the undersigned i	Authority in and to	he foregoing instrum	ent, who, being by me first
	one of the substi	ithin named		
y sworn, upon his eath deposet	th and saith that he saw the wi			
enfact	cribed thereto, sign and delive	er the same to		<u> </u>
40 name	1			
t he, this offiant, subscribed h	uls name thereto as a witness in	a the presence of th	le said	
# 1241 poors appearant 2				
	the other su	theoribing witness, th	e of the sald	
other subscribing witness, su	bscribe his name as witness th	ereto in the present		the on the day and was
d that the subscribing witnes	ses subscribed their names to	said instrument in	the presence of each	other on the cal and less
erein named.		!		_
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	To To for Record tals	4	ncery Court.	1.90 m. 8.
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MINERAL	Filed for Record thi	day of	Glerk of the Chancery Court.	1.00 m. 8
TATE OF MISSISSIPPI, O. I. W. A. Sims, Clerk or record in my office and was culy recorded	County of Madison: of the Chancery Court of this 24 day of on the 24 day of	f said County, co	crify that the way 1969, 1969, No.	ithin instrument was for at 9:40 o'clock A
TATE OF MISSISSIPPI, O. I. W. A. Sims, Clerk or record in my office and was culy recorded	County of Madison: of the Chancery Court of this 24 day of on the 24 day of	f said County, co	crify that the way 1969, 1969, No.	ithin instrument was for at 9:40 o'clock A
TATE OF MISSISSIPPI, OF THE TATE OF MISSISSIPPI, OF THE TATE OF TH	Filed for Record thi	f said County, co	crify that the way 1969, 1969, No.	ithin instrument was for at 9:40 o'clock A

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BOOK 114 PYGE 581

NO. 594

STATE OF MISSISSIPPI COUNTY OF MADISON

INDEXED

CORRECTION DEED

WHEREAS, by deed dated January 1, 1969, said deed being recorded in Book 114 at page 366 in the office of the Chancery Clerk of Madison County, Mississippi, George H. Moore did convey unto George H. Moore, Jr. and William L. Moore a one-third interest each in and to the S½ NW½ and SE½ NE½ of Section 5, Township 8 North, Range 3 East, containing 120 acres, more or less; and,

WHEREAS, said description should have been S2 NW2 of Section 4 and SE2 NE2 of Section 5; and in order to correct said error, said deed is to read as follows:

For and in consideration of Four Thousand Eight Hundred Dollars (\$4,800.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and the assumption by the Grantees herein of any and all indebtednesses due or to become due upon said lands, and the execution of a Deed of Trust and notes this date securing the payment of said \$4,800.00, the undersigned GEORGE H. MOORE does hereby convey and warrant specially one-third (1/3) of all of his right, title and interest in and to the lands hereinafter described unto GEORGE H. MOORE, JR., and a one-third (1/3) interest of all of his right, title and interest in and to the lands hereinafter described unto WILLIAM L. MOORE, said land lying and being situated in the County of Madison and State of Plassacippi, to-wit:

St NWt of Section 4 and SEt NEt of Section 5, Township 8 North, Range 3 East, containing 120 acres, more or

Grantor reserves a vendor's lien to secure the unpaid balance of the purchase price, which indebtedness is evidenced by a Deed of Trust of even date from George H. Moore, Jr. and William L. Moore to secure the grantor herein, and cancellation of said Deed of Trust shall operate as a cancellation of this vendor's lien.

EXECUTED this the 101

George H. Moore

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named GEORGE H. MOORE who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL, this the __/ar day

'My commission expires:

August 16, 1969

-STATE OF MISSISSIPPI, County of Madison:

1, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 25 day of February, 1969, at 10:45 o'clock a.M., and was Euly recorded on the 26 day of 1969, Book No. 110 - 110 in my office.

Witness my hand and seal of office, this the 26 of February, 1969.

By Blacky It Spread

TADEXED

BOOK 114 PAGE 583

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SHEPPARD AND COMPANY, a Mississippi Corporation, does hereby convey and forever warrant unto EDWARD J. COWART and VERA H. COWART, husband and wife, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in the Town of Flora, Madison County, Mississippi, to-wit:

Lot Twenty-seven (27) of Sheppard Estates, Flora, Mississippi, a subdivision, according to the map or plat thereof which is recorded in Plat Book 5 at page 6 thereof in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid and as a part of this description.

THIS CONVEYANCE and the warranty herein contained are made subject to the following:

- 1. Town of Flora, County of Madison and State of Mississippi ad valorem taxes for the year 1969 and subsequent years.
- 2. The exception of an undivided one half $(\frac{1}{2})$ interest in and to all oil, gas and other minerals in, on and under the above described property which interest was reserved by prior owners.
- 3. Protective covenants imposed upon said property by instrument executed by Sheppard and Company which is dated September 27, 1966, and recorded in Book 343 at page 489 in the office of the aforesaid Clerk.
 - 4. Town of Flora, Mississippi Zoning Ordinance which is recorded in the

BOOK 114 PAGE 584

office of the Town Clerk.

IN WITNESS WHEREOF Sheppard and Company, a Mississippi Corporation, has caused its signature and corporate seal to be affixed hereto on this the day of February, 1969.

SHEPPARD AND COMPANY

President

(SEAL)

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, T. L. SHEPPARD who acknowledged to me that he is the President of SHEPPARD AND COMPANY, a Mississippi Corporation, and that as such he did sign, affix the corporate seal thereto and deliver the above and foregoing instrument on the date and for the purposes therein stated in the name of and for and on behalf of said Corporation he being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this the 10 day of February, 1969.

(SEAL)

MY COMMISSION EXPIRES:

My Commission Expires Jan. 29, 1972

STATE: OF MISSISSIPPI, County of Madison-

for record in my office this 25 day of 7 day of 1369, Book No./// on Page 583

Wilness my hand and seal of office, this the 26 of February

By Medys W. Spuel

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Pt Lat 18 12" Nouthnew add.

BCOK 1362 PAGE 135

BOOK 216 PAGE 134
BOOK 114 PAGE 585

NO 680

TRUST AGREEMENT

THIS TRUST AGREEMENT, ASSIGNMENT AND CONVEYANCE by and between Mary John Colbert, hereinafter called "Trustor," and Canton Exchange Bank of Canton, Mississippi, trustee, and hereinafter called "Trustee";

WITNESSETH:

(1) The trustor for a valuable consideration, the receipt of which is hereby acknowledged, hereby assigns, transfers and conveys to the trustee with full warranty of title all of the following real and personal property lying and being situated in the Counties of Madison, Nowabee and Hinds, to-wit:

11 acres out of the northeast corner of the S2 SW2 and SW2 SE2 Section 15; and NW2 NE2, less 6 acres off the west side thereof, Section 15, Township 16 North, Range 17 East, in Noxubee County, Mississippi.

All of the land in Noxubee County, Mississippi, described in that certain deed from James R. Winchester and wife to Mrs. Mary Whitworth Colhert dated April 16, 1949, and recorded in Book 263 at page 489 of the land records of said county.

All of that tract of land in Noxubee County, Mississippi, described in that certain deed from James R. Winchester and wife to Mrs. Mary Whitworth Colhert dated December 20, 1948, and recorded in Book 263 at page 310 of the land records of said county.

All of my right, title and interest in and to all of the land in Madison County, Mississippi, described in that certain deed from R. V. Boren, et al, to Mrs. Farmie Elizabeth Jones and Mrs. Mary Whitworth Colbert, dated November 1, 1950, and recorded in Book 48 at page 292 of the land records of said county.

All of my right, title and interest in and to all of the land in Madison County, Mississippi, described in that certain deed from Leslie C. Tucker, Jr., et al, to Mrs. Mary Whitworth Colbert and Mrs. Fannio Elizabeth Jones, dated September 25, 1950, and recorded in Book 48 at page 316 of the land deed records of said county.

All of my right, title and interest in and to all of the land in Madison County, Mississippi, described in that certain deed from Marie G. Luckett, et al, to Mary John Whitworth Colbert and Fannie Elizabeth Jones, dated July 13, 1950, and recorded in Book 47 at page 417 of the land records of said county.

All of the mineral and royalty interest conveyed to Mary John





EDOX 114 PACE 586

Whitworth by J. S. Whitworth by deed dated September 22, 1947, and recorded in Book 38 at page 15 of the land deed records of Madison County, Mississippi.

All of my right, title and interest in and to that certain lot in the City of Jackson, Hinds County, Mississippi, described in the deed from E. B. Cadallo to Mrs. Fannie Elizabeth Jones and Mrs. Mary John Colbert, dated April 12, 1951, and recorded in Book 704 at page 135 of the land records in the First Judicial District of said county.

Special reference is here made to all of the above mentioned deeds as part of the description of the property here conveyed and all of said deeds are set out herein by reference as fully and completely as if incorporated herein in words and figures.

Also all of the livestock, farming implements, machinery and equipment and all personal property of every nature and kind whatsoever actuated on all of the above described land, together with all rents due by any tenants thereon.

Also all of the stocks, bonds, bills receivable and other personal property delivered by me to the trustee herewith.

The trustor hereby selects and designates the following described land in Noxubec County, Mississippi, to-wit:

All that part of NM2 lying south of the Cliftonville Road, and all N2 SW2 and IN2 SE2, less 2 acres out of the northeast corner thereof, all in Section 15, Township 16 North, Range 17 East;

as her horestead under the laws of the State of Mississippi, and it is the purpose and intention of the trustor by this instrument to convey to the trustee and she does hereby convey to the trustee all of the property of every nature and kind whatsoever owned by her in the State of Mississippi, except her homestead above described.

In trust, however, to be held, invested, re-invested, managed and controlled and distributed as hereinafter provided.

(2) Although it is my purpose and intent by this instrument to vest the full legal title to all of the trust estate in the trustee, I hereby designate my father, John S. Whitworth, and in the event of his death, resignation or inability to act, my mother, Mrs. Mary M. Whitworth, as co-trustee, and hereby vest in said co-trustee and in any successor appointed as herein provided, all of the managerial and supervisory powers hereinafter set out; and in the event of the death, resignation or inability to act of

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BOOK 114 PAGE 587

500K 216 PAGE 136

both of the co-trustees herein named, or any successor co-trustee appointed as herein provided, trustor reserves the right and power, acting jointly with the trustee, to appoint a successor co-trustee; and should the trustee and the trustor be unable to agree on the appointment of such successor co-trustee, the Chancery Court of Madison County, Mississippi, or the Chancellor thereof, in Vacation, on the exparte application of either the trustor or the trustee shall make such appointment.

(3) This trust, subject to the provisions for a revocation hereof hereinafter contained, shall continue so long as the trustor may live or until July 1, 1977, whichever may last occur, provided, however, that it shall torminate at allowents whenever the trustor and her son, Charlie Whitworth Colbert, shall both be dead, and provided further that it may be revoked in whole or in part or to any extent deemed appropriate and proper at any time after six (6) months from the date hereof by a written instrument executed by the trustor and any one of the following named parties, to-wit:

John S. Whitworth, Mrs. Mary M. Whitworth, Lillian Whitworth,

Bernard M. Jones and Mrs. Fannie Elizabeth Jones,
which instrument shall be filed for record in the office of the Chancery Clerk
of the county in which the property affected thereby is situated, and when
such revocation or revocations are executed as above provided, title to all
of the property affected by such revocation shall immediately revest in the
trustor, and the trustor shall thereupon become the true and lawful owner
thereof to the extent of such revocation, subject, however, to any precedent
disposition thereof or any precedent contract affecting the same; and in
the event of any such revocation, this trust agreement shall remain in full
force and effect as to all of the trust estate not affected thereby. Notwithstanding the provisions herein contained with reference to a revocation
of this trust, it is hereby specifically provided that any party or parties
dealing with the trustee in connection with said trust estate shall not be
required to determine whether dies agreement and the trust hereby created
are still in existence and elective, and no person dealing with the

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PEDA 1362 PAGE 138

trustee with reference to said trust estate shall be chargeable with notice of any revocation unless and until such person shall have been served with written notice thereof by the trustor or her legal representatives or heirs.

- (h) During the existence of this agreement and of the trust created hereby, the trustee at any time and from time to time may distribute to trustor during her lafetime and to trustor's son, Charlie Whitworth Colbert, and to any other child which may hereafter be born to trustor, all of such part of the net income of the trust estate and such part of the principal of the trust estate as the trustee deems necessary for the maintenance and welfare of the trustor and her children. The word "children" as used herein shall include the issue of any deceased child of trustor.
- (5) Upon the expiration of the term of this trust as provided in Paragraph (3) hereof, this trust shall automatically terminate (except to the extent that it has been previously revoked) and the trust estate shall be distributed by the trustee to or for the use of any one or more persons, corporations or legal entities designated (and in the proportions or amounts specified) by trustor in his last will and testament from the following designated, to-writ:

Any child or children and the descendants of any deceased child or children of the testator; Mr. and Mrs. John S. Whitworth; Mrs. Fannie Elizabeth Jones; any or all of the lineal descendants of Mrs. Fannie Elizabeth Jones; the United States, state or local government, any religious, charitable, scientific or educational corporation;

and if, upon her death, the trustor has failed as herein provided to appoint in whole or in part such persons, corporations or legal entities, then, upon the expiration of the term of this trust, any part of the trust estate not so disposed of shall be distributed by the trustees to the lineal descendants of the trustor, per stirpes, and on the default of such lineal descendants to the lineal descendants of Fannie Elizabeth Jones, per stirpes, and on default of lineal descendants of both the trustor and the said Fannie Elizabeth Jones the distribution shall be made to the heirs at law of John S. Whitworth and Mrs. Mary N. Whitworth.

BOOK 216 PAGE 589

- (6) Subject to the powers hereinafter vested in the co-trustee, the trustee is hereby vested with full power and authority to manage, operate and control said trust estate and to do and perform any and all acts incident to the management, operation, control and preservation thereof, including but not limited to, the right to receive rentals, royalties and other revenues therefrom, and to execute and deliver good and valid receipts and acquittances therefor.
- . (7) The trustee shall have the following express powers and in addition theretosuch implied powers as may be necessary to effectuate the purposes of the trust here created, to-wit;
- (a) To execute and deliver agricultural and commercial leases and oil, gas and mineral leases (even though beyond the term of this trust) and any and all other contracts, agreements or other instruments which may be necessary or proper in or incident to the management, operation and control of said estate;
- (b) To sue and be sued and to compromise and settle any dispute or controversy which may arise as to the title of the trust estate or any part thereof or any interest therein;
- (c) With the written consent of the co-trustee, to sell and convey with or without general covenants of warranty all or any part of the trust estate, and on the written consent of the co-trustee, to invest and re-invest all funds which may come into said estate from any source in any kind of property, real or personal, but in the absence of such request the accumulations of funds in the trust estate shall be invested from time to time in such bonds or other securities as the trustee may consider standard or grade "A" investments;
- (d) To hold and retain any assets of the trust estate which may come into its possession from any source without liability for failure to invest;
 - (e) To pay any texes, assessments or other indebtedness which

in the opinion of the trustee are proper charges against either the trustee or the trust estate;

- (f) To carry such insurance as the trustee may deem proper and charge the premiums therefor as an expense of the trust estate;
- (g) To employ attorneys, accountants and agents necessary or proper for the management and operation of the trust estate.
- (8) The co-trustee shall have the full management and control of all of the farming and livestock operations which may be conducted on any part of the trust estate, including, but not limited to, the power to contract with tenants, employ managers or overseers, purchase or otherwise acquire livestock, farm machinery or equipment, fertilizer, feed and other supplies; and to barter, sell or exchange livestock and farm produce and equipment. It shall be his duty and he shall have the power to keep all of the trust estate in a good state of repair and to make all improvements thereon which he in his discretion may deem proper and for the best interest of the trust estate.
- (9) The trustee, on the written request of the co-trustee, shall from time to time place at his disposal out of the trust estate such funds as may be necessary for the conduct of the farming and livestock operations of said estate and for repairs and improvements of said estate. The co-trustee shall account annually to the trustee for all of such farming and livestock operations and shall pay over to the trustee all of the revenues derived therefrom.
- (10) No bond shall be required of either the trustee or the co-trustee unless, on a judicial investigation, it is found that a bond is essential to the protection of the trust estate.
- (11) Neither the trustee, nor the co-trustee, shall be liable to the truster or to any beneficiary hereunder for error of judgment, mistake of fact or law or for any action or failure to act, except in cases of gross negligence or willful misconduct, and neither the trustee nor the co-trustee shall be in any way responsible for any act of the other when not participating

BOOK 114 PAGE 591

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therein.

- (12) All acts herein authorized to be done by the trustee may be performed by its president or its trust officer in the name of and on behalf of the trustee without necessity of any action of its Board of Directors.
- (13) Trustor hereby expressly reserves the right from time to time and at any time during the term of this agreement and the trust hereby created to transfer or convey to the trustee any additional property which shall upon such transfer or conveyance become a part of the trust estate created hereby, and shall be in all respects managed, handled and controlled in accordance with the terms and provisions hereof.

Witness our signatures, this the 5th day of July, 1952.

Many John Colbert, Trustor

CANTON EXCHANGE BANK, Of Canton, Nississippi

By: Aug. Belle Kinning Trust officer

STATE OF MISSISSIPPI COUNTY OF MADISON

1952.

Before me, the undersigned authority in and for the above county and state, this day personally appeared Mary John Colbert who acknowledged that she signed and delivered the above and foregoing on the day and year therean mentioned.

Witness my signature and official seal, this the 5th day of July,

Notary/Public

My Commission Expires Jan 30, 1956

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STATE OF MISSISSIPPI, County of Hinds:			
I, Frank T. Scott, Clerk of the Chancery Court of said County, certify that th	e with	in instr	ument was
filed for record in my office this 13 day of Mules, 1962, at			
and was duly recorded on the // day of // will, 1962, 1			
Page 135 in my office,	JOOR I		
Witness my hand and seal of office, this the day of	ΛH	0	19.62
	1 TO C	<u> </u>	
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By Chicker Black	كرار	all	LCD. C.
" " " " " " " " " " " " " " " " " " "			
STATE OF MISSISSIPPI, County of Madison:			
I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the wit	hin ins	trumen	t was filed
for record in my clice this 25 day of telegrapy, 1969, a and was duly recorded on the 26 day of telegrapy, 1969. Book Not in my office	2:1	5 del	nek arm
and was duly recorded on the 26 day of February 1969 Book No.	10		
in my office i	//	01 F	ر دهـ دعاوه
in my office in my hand and seal of office, this the 26 of February TV ASERS. By State Of State Office of Sta		1962	
CA A SEAS,	/clerk	•	
By Dlodes 9/.	<u>5,,,,,</u>	ell.	, D. C.
J.			

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STATE OF MISSISSIPPI COUNTY OF MADISON

WARRANTY_DEED_

For and in consideration of Ten Dollars (\$10.00), cash in hand paid by the grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, W. W. DENDY, do hereby convey and warrant unto J. H. McDANIEL and wife VIOLA McDANIEL as tenants by the entirety with the right of survivorship and not as tenants in common, the following lots or parcels of land lying and being situated in the County of Madison and State of Mississippi, to-wit:

Lot 27 of Lake Castle, formerly known as Lake Haven of Rest, as shown by the survey and plat of said Lake Haven of Rest recorded with the deed in book 56 at page 55 of the records in the office of the Chancery Clerk of Madison County, Mississippi, said subdivision being located in the SE½ and E^{1}_{2} SW½ of Section 12, Township 7 North, Range 1 East;

ALSO, a certain lot or parcel of land in the SW\(\frac{1}{2}\) NE\(\frac{1}{2}\) of Section 12, Township 7 North, Range 1 East, more particularly described as beginning at the northwest corner of Lot 27 of Lake Castle Subdivision, which subdivision is located in Section 12, Township 7 North, Range 1 East, run thence north 114 feet, thence south 76° east 197.5 feet, thence south 78 feet, thence south 75° 30' west 212 feet to the point of beginning.

Less and except all oil, gas and other minerals in, on and under the above described lands, except the 1/4 non-participating perpetual royalty interest, being 1/4th of 1/8th of the whole, which is owned by the grantor and conveyed to the grantees hereby.

This conveyance is made subject to the restrictive covenants and other terms and conditions of that certain Agreement executed by C. L. Castle on September 27, 1949 and recorded in book 185 at page 57 of the mortgage records of Madison County, Mississippi.

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The grantees herein assume and agree to pay taxes on the above described property for the year 1969.

Witness my signature, this the seventh day of February 1969.

W. W. Dendy

STATE OF MISSISSIPPI COUNTY OF HINDS

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

Witness my signature and official seal, this the 2/8/ day of February 1969.

My commission expires:
Notary Public

July Commission Expires 3/26/69

STATE OF MISSISSIPPI, County of Madison:

1, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed

1, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed

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2, A. Sims, Clerk of the Chancery County of the county of t

BOOK 114 PAGE 595

NO. ලුද Ð

.....WARRANTY DEED.

For and in the consideration of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we do hereby convey and warrant, except against the taxes for 1969, unto Dr. P. R. Greaves and Mirmie Mae Greaves, husband and wife, as joint tenants with the right of survivorship the following

described land, lying and being situated in Madison County, Mississippi, to-wit:-Along with ONE SEVENTH of the Mineral rights, in, on or under said lands,

All of that part of the Mineral rights, in, on or under said lands,

All of that part of the NEt of Section 12, Township 8 North, Range 1 West, lying
East of the Livingston and Vernon Public Road; and also all that part of of NW1 of
Section 7, Township 8 North, Range 1 East, which lies North of the Livingston and Vernon
Road; and also all that part of the W2 of NEt of Section 7, Township 8 North, Renge 1 East, which
lies West of the Bodark hedge, running in a northerly and Southerly direction through
said W2 NEt of Section 7, and North of the Livingston and vernon road.

Loss and except that certain lot conveyed to Damascus Baptist Church by deed dated
November 29th, 1935, and recorded in Book 9 at Page 512 of the records of the Chancery Clerk
of Madison County, Mississippi, described as: Eeginming on the South side of the intersection
of the Livingston and Flora Road, with the road known as the Manning Road, running East, which
intersects with the Flora and Livingston Road, and run thence South along the East margin
of the Livingston and Flora Road for 1040 feet to a point which is the point of beginning,
thence run at right angles with said Flora and Livingston Road a little Northeast for 255
feet, thence South parallel with said Livingston and Flora road for 165 feet, thence in a foet, thence South parallel with said Livingston and Flora road for 165 feet, thence in a westerly direction parallel with the North line of the lot here conveyed 255 feet to the East margin of the Flora and Livingston Road, thence North along the East margin of said road to the point of beginning, oeing partly in Section 12, T8N, RlW, and partly in Section 7, T8N, RlE.

Also Less and except a lot conveyed to Damascus Baptist Church on the 30th day of July,1960, recorded in Book 78, page 305 of the records of the Chancery Clerk of Madison County, Mississippi, said lot being described as: Beginning at a point 174 feet Easterly along the North line of the last above described Damascus Baptist Church, and from said point of beginning run North at right angles to said North Boundary line of said Church Lot for 30 feet, thence Easterly, parallel to said Northern boundary line,159 feet, thence Southerly at right angles to said second course for 96 feet, thence Westerly parallel to said second course for 78 feet to the East boundary line of said Church lot, thence Northerly along said East boundary line of said Church lot a distance of 66 feet to the Northeast corner of said Church lot, thence Westerly along the Northern Boundary of the Church lot for 81 feet to the point of beginning. for 81 feat to the point of beginning.

Also Less and Except a lot conveyed to Thomas and Lucille S. Garrett by Fayette K. Nicholas on June 18,1962, by deed recorded in 85,page 18, on file in the office of the Chancery Clerk of Madison County, Mississippi; said lot being described as follows:—

As beginning at the intersection of the East Boundary of the Mannsdale-Vernon Road and the South boundary of the gravel public road along the North line of Section 12, run thonce East along the South boundary of said gravel road 208,75 feet, thence Southeasterly parallel to the Mannsdale-Vernon Road 208.75 feet, thence West parallel to the gravel road 208.75 feet to the East boundary of the Mannsdale-Vernon Road, thence northwesterly Slong the said manuscale Vernon Road 208.75 feet to the property of the Mannsdale Nernon Road, thence northwesterly Slong the said mannsdale-Vernon Read 208.75 feet to the point of beginning, all being in Section 12, Township 8 North, Range 1 West, and being one acre, more or less.

Also Less and Except a lot or parcel of land conveyed to Elrow Collins and Allie Mac Collins on the 24th of March, 1967 by Thomas A. Mason and Kathleen Mason by deed recorded in deed Book 106, page 135 on file in the Office of the Chancery Clerk of Madison County, Mississippi, said property being described as follows:

A lot or carcel of land containing in all 0.50 acres, more or less, partly in NW1 of Section 7.7th, 196, and partly in the NE1 of Section 12,78N, RIW, Wedison County, Mississippi, said being marca particularly described as beginning at a point that is 33.0 feet South of the intersection of the center line of Public Read running South in a Mississippi #22 Signary with the South line of the Na of Ne1 of Section 7xf8n, RIE, and from said point of beginning run thence South 36° 10' East for 218.0 feet along Center line of OLD PUBLIC ROAD, thence running North 89° 10' East for 733.0 feet along the center line of Old Public Road to the Center line of Mississippi #22 Highway, thence running in Northwesterly

direction along the center line of said Mississippi #22 Highway which said center line is running in a 2° curve, to the right, and running along said Center line for 1180.5 feet to a point that is the intersection of the Center line of Public Road running in a Southerly direction from the Center line of said Mississippi #22 Highway, thence running South 24° direction from the Center line of said Mississippi #22 Highway, thence running South 24° direction from the Center line of said Mississippi #22 Highway, and less and except a strip of 20.0 feet to the point of beginning, and less and except a strip of 20.0 feet off the Southern side of Mississippi #22 Highway, also less and except a strip of 20.0 feet off the Southern side of this tract Highway, also less and except a strip of 20.0 feet off the Southern side of this tract heighway, also less and except a strip of 20.0 feet off the Southern side of this tract highway, also less and except a strip of 20.0 feet off the Southern side of this tract highway, also less and except a strip of 20.0 feet off the Southern side of this tract highway, also less and except a strip of 20.0 feet off the Southern side of this tract highway, also less and except a strip of 20.0 feet off the Southern side of this tract highway, also less and except a strip of 20.0 feet off the Southern side of this tract highway, also less and except a strip of 20.0 feet off the Southern side of this tract highway, also less and except a strip of 20.0 feet off the Southern side of this tract highway, also less and except a strip of 20.0 feet off the Southern side of this tract highway, also less and except a strip of 20.0 feet off the Southern side of this tract highway and the strip of 20.0 feet off the Southern side of this tract highway and the strip of 20.0 feet off the Southern side of this tract highway and the strip of 20.0 feet off the Southern side of 20.0 feet off the Southern side of 20.0 feet off the Southern side of 20.0 feet off the Southern side of 20.0 feet off the Southern side

LESS AND EXCEPT a lot or parcel of of land conveyed to Garland R. Brown and Barbara C. Brown on November 12th, 1968 by Thomas A. Mason and Kathleen Mason by deed recorded in Deed Book 114, page, 293, on file in the Office of the Chancery Clerk of Madison County, Deed Book 114, page, 293, on file in the Office of the Chancery Clerk of Madison County, Mississippi, said land being described as follows, to-with A lot or parcel of land fronting 107.0 feet on the North side of Mississippi # 22

A lot or parcel of land fronting 8 North, Range 1 East, Madison County, Mississippi, Highway in NIA of Section 7, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as beginning at a point that is 1327.2 feet West from said point of beginning run thence North 790 571 East for 154 feet to the Northeast from said point of beginning run thence North 790 571 East for 154 feet to the Northeast corner of tract being described, thence run South for 60 371 West for 204.50 feet to the corner of tract being described, thence run South for 60 371 West for 204.50 feet to the North right-Of-way line of Mississippi #22 Highway at a point that is 1976.0 feet reasured North right-Of-way line of Said Mississippi #22 850 001 West for 107.0 feet along the North right-of-way line of Said Mississippi #22 850 001 West for 107.0 feet along the North right-of-way line of Said Mississippi #22 850 001 West for 107.0 feet along the North right-of-way line of Said Mississippi #22 850 001 West for 107.0 feet along the North right-of-way line of Said Mississippi #22 850 001 West for 107.0 feet along the North right-of-way line of Said Mississippi #22 850 001 West for 107.0 feet along the North right-of-way line of Said Mississippi #22 850 001 West for 107.0 feet along the North right-of-way line of Said Mississippi #22 850 001 West for 107.0 feet along the North right-of-way line of Said Mississippi #22 850 001 West for 107.0 feet along the North Range #22 850 001 West for 107.0 feet along the North Range #22 feet to the point of beginning.
Containing in all 120 acres, more or less.

Subject to outstanding undivided six-sevenths (6/7ths) of all oil, gas and other minerals.

Subject to oil, gas and mireral lease to Shell Oil Company for a primary term of ten (10) years, dated February 3,1960, and recorded in Book 272, at page, 220, Office of Chancery Clerk, Madison County, Mississippl.

Subject to rights-of-way to Madison County and the State of Mississippi State Highway Commission as conveyed by warranty deeds dated January 23,1946 and June 14,1949, recorded in Book 33 at Page 329 and in Book 43 at page 455 on file in Office of the Chancery Clerk of Madison County, Mississippi.

Subject to Zoning Ordinance and Subdivision Regulations of Madison County, Mississippi, as adopted by the Board of Supervisors of said County at the April 1964 Term, recorded in Minute BookA-D at pages 266-237.

Subject to right of Garland R. Brown and Barbara C. Brown, their heirs and assigns to have the right to be furnished water from Well on Mason property at 55.00 per month so long as water is produced from said well; also, for Mason or his assig as to keep up the water line from Mason well to proterty of said Browns. Agreement dated 1/th day of water line from Mason well to proterty of said Browns. Agreement dated 1/th day of January, 1969, and duly recorded in deed Book 11/6, page, 300 on file in the Office of the Chancery Clerk of Madison County, Mississippi.

Witness our signatures this the 25th day of Fabruary, 1969. State of Mississippi:
Padison County
Personally appeared before me the undersigned authority in and for said County
Personally appeared before me the undersigned authority in and for said County
and State, Thomas A. Mason and wife, Kathleen G. Mason who acknowledged that they signed
and delivered the foregoing instrument on the day and year therein named.

Given authority hand and official seal this the 25 day of February, 1969.

My Commission Exists

August 16, 1969

By Notary

D.G.

D.G. AND THE STATE OF T

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 25 day of file day of file and was dely recorded on the cle day of f , 196 9, at 2: 45 o'clock PM., Wilness my liand and seal of office, this the 36 of Fin my office

MINERAL RIGHT AND ROYALTY TRANSFER (To Undivided Interest).... BOOK 114 PAGE 5.97 KNOW ALL MEN BY THESE PRESEN

LI.Ł	PLEEDY	•				
	KNOW	AT.T.	MEN	RV	THESE	PRESENTS:

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STATE COUNTY of	OF MISSISSIPPI	KNO		BY THESE PRI	esents:	-
tḥat	John Playe				******************	
der), for and in	of 11- d grantor (whether one or m consideration of the sum of and other good and valuable	ten_ar	id_no/100	*************************	Do	llars
of 5556 Way	noland Drive, Jeckso	on, luicais	ranni.			
	d grantee the receipt of whice s,does grant, sell and convey u					
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that certain trac State of Mississi	t or parcel of land situated uppl, and described as follows:	the County o	f llad	ison	, h	
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10 / 20 5 h	TURE 1 101 20 E	NNIE SEALS , D ACTO Truct	<u></u>	'48 78 Acres		27.27 Chs
11.5	West 21.67 Chs. t	o Cant. Rd.)		, ,	,	1 2 2

Signed for identification:

West

BOOK 114 MCE 598

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 ceress and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and me'ms 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 granter 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 whomseever lawfully claiming or to claim the same or any part

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 convey and by these presents does sell, transferr, assign and convey unto grantee his helrs, 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 accurant or to accrue under said lease or leases from the above described land, to have and to hold unto grantee, his helrs, successors and assigns.

WITNESS the signature of the grantor this 10	Oth day of Toons wife , 19 59.
Vitnesses	John Blayer
	Ting raviso
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BOOK 114 P GE 599

TATE OF MISSISSIPPL	
OUNTY OF Hinds	
Tals day personally appeared before me, the undersign	ed authority in and for the above styled jurisdiction, the within named
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to acknowledged that he signed and delivered the	so above and foregoing instrument on the day and year therein named
free and voluntary as	et and deed.
Diven under my hand and official seal, this the	10th day of February , A. D. 1969.
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My Commission Expires Dec 16, 1971	- Matury Buffee
A PARAGOSTANI	
ate or mississippi.	
OUNTY OF.	ned authority in and for the above styled jurisdiction,
This day personally appeared before his, are distanced on one of the st	ubscribing witnesses to the foregoing instrument, who, being by me first
ly sworn, upon his oath deposeth and saith that he saw th	
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nose namesubscribed thereto, sign and d	eliver the same to
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