### 2004 117 PUR 500

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#### WARRANTY DEED

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THOUSAND DOLLARS, and pursuant and subject to the terms, conditions and provisions of that certain contract dated September 4, 1968, between the grantor and the grantee, and approved by the Mississippi Agricultural and Industrial Board, by order thereof dated September 12, 1968, which is attached hereto as Exhibit "A", CANTON POULTRY, INC., a Mississippi Corporation, does hereby convey and warrant unto the CITY OF CANTON, MISSISSIPPI, a Municipal Corporation, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land in the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 24 Township 9 North, Range 2 East, Madison County, Mississippi and more particularly described as beginning at a point on the south right-of-way line of West Fulton Street or Old Mississippi State Highway No. 22 that is 230 feet south 78 degrees 20 minutes west along said right-of-way from the point of intersection of the highway right-of-way and the west line of Lot 5, Block "B", of Fair Ground Addition to the City of Canton, Mississippi and from said point of beginning run south 78 degrees 20 minutes west for 40 feet along said highway right-of-way to a point; thence south 11 degrees 40 minutes east for 385 feet to a point; thence south 78 degrees 20 minutes west for 100 feet to a point; thence north 11 degrees 40 minutes west for 385 feet to the south rightof-way line of said highway; thence south 78 degrees 20 minutes west along said right-of-way for 200 feet to a point; thence south 11 degrees 40 minutes east for 600 feet to a point; thence north 78 degrees 20 minutes east for 340 feet to a point; thence north 11 degrees 40 minutes west for 600 feet to the point of beginning.

There is expressly excepted from this conveyance the 150 HP Boiler located in the building upon said land which boiler is and shall remain the exclusive property of the Grantor.

WITNESS THE SIGNATURE and seal of Canton Poultry, Inc.,

on this the day of September, 1969.

CANTON POULTRY, INC.

(SEAL)

Prespect

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BOOK 117 256501

STATE OF MISSISSIPPI COUNTY OF MADISON

personally appeared before me, the undersigned authority in and for the jurisdiction above mentioned who acknowledged to me that they are the President and Secretary respectively of Canton Poultry, Inc., a Mississippi Corporation and that as such they 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, for and on behalf of said Corporation, they being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this the  $18^{27k}$  day of September, 1969.

Alval. Howard Going

MY COMMISSION EXPIRES:

June 26, 1971

"Exhibit"

200K 117 74GE 502

#### CONTRACT

THIS CONTRACT, made the 4th day of September, 1968, between the CITY OF CANTON, MISSISSIPPI, hereinafter referred to as the "Municipality", and CANTON POULTRY, INC., a Mississippi Corporation, having its principal offices at Canton, Mississippi, hereinafter referred to as the "Company".

#### WITNESSETH:

WHEREAS, the Municipality desires that the Company will establish a factory and industrial enterprize of the nature and at the location hereinafter described and, to induce it to do so, is willing to undertake the obligations hereinafter set forth in order to promote the industrial development of said Municipality and to provide additional gainful employment and promote the general welfare of the citizens thereof; and,

WHEREAS, the Company, in consideration thereof, is willing to establish said factory and industrial enterprize; and

WHEREAS, the Municipality is about to make application to the Mississippi Agricultural and Industrial Board for a certificate of public convenience and necessity for such purposes under the provisions of Chapter 2 of Title 33 of the Mississippi Code of 1942, as amended, and in effect as of this date.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and of the mutual agreements hereinafter contained, the Municipality on the one hand and the Company on the other hand hereby agree, subject to the contingencies and conditions hereinafter set out and to the provisions and requirements of the Mississippi statutes above enumerated, as follows:

#### A. CONTINGENCIES:

1. A & I Approval: This contract is made subject to approval of it by the Mississippi Agricultural and Industrial Board and upon the issuance by said Board of such certificates of public convenience and necessity as may be

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### BECK 117 PAGE 503

provided for and required under the provisions of the Mississippi Statutes above enumerated. In the event of disapproval by the Agricultural and Industrial Board, or upon failure by said Board to issue its certificate of public convenience and necessity authorizing this project, this contract shall be void and of no effect.

- 2. This contract is made upon and subject to the further considerations and contingencies that prior to any performance by or fixing of any obligation upon the Company (Although the Company may, at its option, proceed with the construction of said building prior to any performance by Municipality) the Municipality:
- (a) Will forthwith apply to the Mississippi Agricultural and Industrial

  Board for, and will obtain, a certificate of public convenience and necessity

  and an approval of this contract and the enterprize covered hereby:
- (b) Will when requested by Company so to do and not until, call and hold the election provided for under Section 8936-Il of the Mississippi Code of 1942, as amended;
- paragraph (b) of paragraph 2 of this Section is favorable to the proposal submitted therein, and upon being requested so to do by Company, but not before receiving such request, advertise for bids for purchase of said bonds, and upon Company's approval of a bid therefor sell and issue the bonds authorized at such election and provided for by Chapter 2 of Title 33 of the Mississippi Code of 1942, as amended, in the principal amount of \$200,000.00: PROVIDED, HOWEVER, the Municipality will, at Company's request, advertise for bids for purchase of such portion or protions of the total authorized principal amount of said bonds at such times as Company may direct,

- (d) Will, in the event of the issue of said bonds as provided herein, provide in the issuing resolution or resolutions that the proceeds of such bonds shall be used solely for carrying out the enterprise covered and provided for in this contract and in accordance with the terms of this contract;
- (e) In the event Municipality fails to perform or do any of the things provided for by Chapter 2 of Title 33, Mississippi Code of 1942, as amended, or should the vote at the election provided for herein be unfavorable to the proposal therein submitted, or in the event such vote if favorable and Company should refuse to approve any bid received for purchase of said bonds, or in the event said bonds are not validated as provided in Section 4313, et seg., Mississippi Code of 1942, as amended, the Company may cancel this contract and upon such cancellation will be relieved of all obligations hereunder and the Municipality will pay, without reimbursement from the Company, any and all expenses theretofore incurred by the Municipality and the Company in performance or part performance of any obligations hereunder (except Company's expenses incurred in negotiating this contract, fees of Company's Attorneys, architects and engineers, and any monies expended by Company in the actual construction of, or preparation for the construction, of the building provided for herein).
- 3. This contract is made further subject to the condition and contingency that the Company is able to secure a contract or contexts for the construction of a "building" as hereinafter defined which conforms to plans and specifications prepared by architects and engineers approved by Municipality as provided in Paragraph 2, Section B hereof, at and for a figure which, when added to such other costs as the Company may be obligated to pay under the terms and provisions hereof, will not exceed the sum of \$200,000.00. In the event Company is unable within a reasonable time to secure such a contract or contracts for such construction, Company may at its election cancel this contract upon payment

### BOOK 117 #CE505

of such costs and expenses not to exceed \$5,500.00 as have been incurred by the Municipality's obligations hereunder, including both such obligations, if any, as are by the terms hereof to be paid from the proceeds of the bond issue referred to in this contract and such other obligations as are to be paid by the Municipality from funds other than such bond proceeds (excluding any cost of land acquisition and the purchase price therefor.)

- 4. This contract is made subject to the further condition and contingency that the Municipality will incur no obligation or expense in connection with this contract until authorized so to do in writing by the Company, and in the event the Municipality should do so without such authority from the Company, the Company shall not under any circumstances be liable therefor, notwithstanding any other provisions of this contract.
- 5. This contract is made upon and subject to the further consideration and contingency that prior to any performance by or fixing any obligation upon the Company, the Municipality shall furnish without cost to the Company an opinion of its counsel together with a transcript of proceedings that Municipality has a legal right to enter into this contract and to perform all of the requirements therein according to the terms and conditions thereof, that this contract is in all respects binding and enforceable upon the Municipality and the Company under the laws of the State of Mississippi, and in the courts thereof.
- 6. Prior to acceptance of bids for purchase of bonds as provided in paragraph 2(c) of Section A above, Company shall deliver to Munidipality a letter duly signed by its attorneys stating that all of the contingencies' hereinabove set forth have been compiled with and authorizing the sale of said bonds.

# B. ACQUISITION OF SITE AND ERECTION OF "BUILDING"

- 1. ACQUISITION OF SITE:
- (a) The site for buildings and operations herein specified, consists of a tract, which has been viewed by and is acceptable to the parties hereto, lying and being situated in Madison County, Mississippi, and described as follows, to-wit:

A parcel of land in the NW 1/4 of the SW 1/4 of Section 24 Township 9 North, Range 2 East, Madison County, Mississippi and more particularly described as beginning at a point on the south right-of-way line of West Fulton Street or Old Mississippi State Highway No. 22 that is 230 feet south 78 degrees 20 minutes west along said rightof-way from the point of intersection of the highway rightof-way and the west line of Lot 5, Block "B", of Fair Ground Addition to the City of Canton, Mississippi and from said point of beginning run south 78 degrees 20 minutes west for 40 feet along said highway right-of-way to a point; thence south 11 degrees 40 minutes east for 385 feet to a point; thence south 78 degrees 20 minutes west for 100 feet to a point; thence north 11 degrees 40 minutes west for 385 feet to the south right-of-way line of said highway; thence south 78 degrees 20 minutes west along said right-of-way for 200 feet to a point; thence south 11 degrees 40 minutes east for 600 feet to a point, thence north 78 degrees 20 minutes east for 340 feet to a point; thence north 11 degrees 40 minutes west for 600 feet to the point of beginning.

and which is presently owned by the Company.

- 2. EMPLOYMENT OF ARCHITECTS AND ENGINEERS, CONSTRUCTION OF "BUILDING" AND PAYMENT THEREOF.
- (a) The Company will employ competent architects and engineers who are duly qualified and registered to practice in the State of Mississippi, subject to Municipality's approval of the qualifications and competence of such architects and engineers, and will cause such architects and engineers to prepare complete plans and specifications for the "Buildings" as defined in paragraph 2(B) of Section B. The Company will then, provided it can obtain, in strict accordance with the provisions of Chapter 473 of Mississippi Law of 1958, a contract for the construction of such "Buildings" at a total

### BEGK 117 avgs 507

cost not to exceed \$200,000.00, construct upon lands and in strict accordance with the provisions of Chapter 473, Mississippi Laws of 1958, and in strict accordance with the plans and specifications prepared by such architects and engineers and approved by Company, "Buildings" (as defined in paragraph 2(b) of Section B hereof) suitable for the operation therein of a poultry processing type industry. Within ten days after said "Buildings" has been completed and said architects and engineers have certified that such "Building" complies in all respects with the aforesaid plans and specifications, the Company will, concurrently with the payment hereinafter provided for, convey to the Municipality good and merchantable title in fee simple, free and clear of all hens and encumbrances to said land and "Buildings"; and the Municipality hereby agrees and obligates itself that it will concurrently with such conveyance to the Municipality by the Company purchase said land and said "Building" and pay to the Company in cash out of the proceeds of any bonds assued as provided for herein a sum of money equal to the actual cost thereof to said Company (which costs may at Company's option include, in addition to the cost of other items provided for by this contract, any chemical, machanical or other tests required by architects and engineers or any governmental agency) but not to exceed the total sum of \$200,000.00; PROVIDED, HOWEVER, that said actual cost shall be verified and certified to the Municipality by an independent certified public accountant selected by the Municipality. The Municipality will further reimburse Company out of the proceeds of any such bonds herein provided for the fees of such accountant and the fees of said architects and engineers (which contracts upon being entered into shall have been approved by Municipality, filed with Municipality, and the approval thereof recorded on Municipality's minutes); and will further pay from the proceeds of said bonds all costs incurred in holding the required election, the sale, and the validation, printing and delivery thereof, and any fees to be paid by Municipality to its attorneys, which costs shall not exceed the sum of \$5,000.00. No supervision by the officers or employees of Company in connection with the construction of said

### BOOK 117 PAGE 508

"Buildings" shall be included in the cost of "Buildings" unless such
officers or employees were apecially employed for such particular purpose.

(b) The term "building" as used in this contract may at Company's option include:

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Actual buildings as shown on plans and specifications; Sprinkler system and other fire protection equipment, including necessary water storage tanks; Site preparation, grading, drainage, landscaping and planting; Heating and ventilating equipment; Water, gas and air distribution systems; Electric power distribution and controls; Lighting fixtures and electric current distribution; Sanitary sewer lines within building and from building to the property line connecting to Municipality's sewer system; Water supply lines from Municipality's meter at property line to building and throughout building as required; Plumbing fixtures and piping; Air conditioning; Parking areas on site, roadways and walks; Rain water drainage system from building to property line; Built in coder and freezer, compartments 150 HP Boiler

#### C. ISSUE AND SALE OF BONDS

- 1. MUNICIPALITY'S AGREEMENT TO PROCEED
- (a) Municipality hereby agrees forthwith, upon the execution of this contract, to apply for the certificate of public convenience and necessity referred to in paragraph 1 of Section A.
- (b) Municipality hereby agrees that when, and not until, requested by Company so to do, it will call and hold the election provided for in Chapter 2 of Title 33 of the Mississippi Code of 1942, as amended.
- (c) Municipality hereby agrees that in the event the vote at the election referred to in paragraph (b) immediately preceding this is favorable to the proposal submitted therein, and when, and not until, it is requested in writing so to do by Company, it will sell and issue, either in one lump sum or in lesser amounts and at such time or times as Company may direct, its industrial bonds as herein provided, in the maximum aggregate amount of \$200,000.00.

<u>.</u>

- (d) In the event Municipality fails to perform or do any of the things provided for in this Section C, or in the event the vote at the election provided for in Chapter 2 of Title 33, supra, is unfavorable to the proposal therein submitted, Company may cancel this contract and upon such cancellation will be relieved of all obligations hereunder, provided, however, that Company will pay any fees of Company's attorneys, the architects and engineers referred to in Section B hereof, and the account referred to in paragraph 2 (a) of Section B hereof, and provided further that in the event of such cancellation, should Company elect within its sole discretion to proceed with the construction of the "Buildings" out of its own funds, the providions of paragraph 1 of Section B (as to acquisition of site and conveyance of title thereto to Company) shall remain in full force and effect; and that the provisions of Section B, paragraph 3 shall remain in full force and effect.
- 2. MATURITY OF BONDS AND USE OF PROCEEDS: Municipality agrees that any bonds authorized by Chapter 2 of Title 33 of the Mississippi Code of 1942, as amended, which may be issued hereunder shall be 20 year bonds payable as to principal in approximately equal amounts each year; and that such bonds shall be issued in a total principal amount not in excess of \$200,000.00 and shall be issued for the purpose of, and to the extent required the proceeds thereof used for paying to Company the total cost of said land and "Buildings" as provided in paragraph 2(a) of Section B hereof and paying such further costs as are, by the terms of this contact, to be paid from such proceeds. In the event there should remain after the sale of said bonds and after payment out of the proceeds thereof of all sums authorized under the provisions of this contract to be so paid, any unexpended proceeds, such unexpended proceeds shall be paid into the Bond and Interest "und provided for the payment of said bonds and shall be disbursed by Municipality until.

or installments of said bonds. Nothing herein provided as to disbursement of such unexpended funds shall in any wise increase Company's obligation for rentals during the primary term of the lease.

### D. LEASE OF LAND AND "BUILDING"

Municipality hereby agrees and obligates itself immediately after the acquisition from Company of the land and "Building" herein referred to, to lease and let said land and "Building" to Company, and Company hereby agrees and obligates itself to take, rent, and lease the same from Municipality and promptly to install or complete the installation therein of such machinery and equipment as it shall deem necessary to the operation of a factory for the purpose of poultry processing and related items.

However, nothing herein contained shall be construed to prevent the Company from manufacturing such other products, or conducting such other operations, in the factory as it may deem necessary or desirable, provided such other manufacture or operations shall be consistent with the corporate powers of Company.

Such lease of said land and "Buildings" shall be on the following terms and conditions:

- 1. Term: The primary term of the lease shall be 20 years; and said term shall commence with the date on which the said completed "Buildings" are acquired by Municipality.
- 2. Rental: Company hereby agrees and covenants that it will pay to Municipality as rent for such leased property, including land and "Building", for the primary term of twenty (20) years a sum equal to the principal of the bonds issued and sold by the Municipality as herein provided not exceeding \$200,000.00, plus all interest maturing thereon.

# BOOK 117 PAGE 51.1

It is expressly understood and agreed that when the total payments of rent paid by Company to Municipality the amount of bonds sold and delivered by the Municipality plus all interest maturing or to mature thereon, the Company will be under no further liability or obligation to the Municipality to pay any rentals for the remainder of the primary term of twenty (20) years, even though such event should occur prior to the expiration of such primary term.

Said rental shall be paid in a manner that conforms generally to the following: "The Municipality shall set up a bond maturity schedule and a rental payment schedule such that rental payments are made monthly, semi-annually, or annually on such dates that at all times 15 days prior to a bond maturity date, there shall be enough monies in the municipal depository to pay off all bonds maturing plus all interest on bonds outstanding."

Mississippi statutes to provide employment, hereby covenants and agrees, during the primary term of the lease herein referred to or until all rentals required under the primary term hereof have been paid to Municipality (whichever event occurs first in point of time), to exercise good faith to maintain and operate, or cause to be maintained and operated, a poultry processing type of industry in and on the land and "Bulldings" above described and to provide employment in such operations not inconsistent with the best interest of Company and Municipality in achieving the purpose set forth in Chapter 2, Title 33 of the Mississippi Code of 1942, as amended; provided, however, that Company shall not be deemed guilty of or chargeable with any breach of any covenant or agreement contained in this paragraph unless and until Company has failed for a continuous period of one year (strikes, war, acts of God, fire, acts of

government and other casualties not under Company's control excepted), to comply with the provisions hereof, and that in the event of such failure, Municipality's sole and only remedy shall be the cancellation of said lease as provided in Section G (General Default) hereof.

### 4. Insurance on "Building"

- (a) Company hereby agrees that it will, effective and commencing the first day of the lease provided for hereunder and continuing throughout the primary term, or any renewal thereof take out and carry at its own expense and pay all premiums on, insurance coverage on said "Building." which shall include, at least, the following types of insurance:
- (1) Fire, Lightning and extended coverage insurance with replacement cost endorsement in an amount equal to full replacement value of "Building", adjusted annually on the basis of the F.I.A Index of Value.
  - (2) Boiler and Pressure-vessel insurance.
- (3) Business Interruption Insurance which will provide and guarantee, in case of casualty covered by sub-paragraphs (1) and (2) next above, payment of rentals to Municipality for a period as long as one year.
- (b) Company agrees that all policies of insurance herein required shall name Municipality as the insured and shall be payable to Municipality (except that boiler and pressure-vessel insurance shall name Municipality and Company as the insured and shall be payable to Municipality and Company as the interest of each may appear) and that all insurance required hereby shall be placed in a company or companies qualified to do business in Mississippi.
- (c) Municipality and Company agree that in the event of damage to or destruction of "Building" from casualty covered by insurance required hereunder and upon payment to Municipality of the proceeds therefrom, Company will repair or restore "Building" to the condition in which it was prior to the

### BOOK 117 PTE513

occurrence of such casualty and Municipality agrees to reimburse Company for the cost, thereof out of but not beyond the amount of such proceeds of such insurance. Even though the "Building" or the main factory structure thereof is, by reason of the occurrence of such casualty so insured against, rendered totally or partially untenantable, meaning that manufacturing operations are impractical or are substantially impeded, Company's obligations for payment of rentals during the primary term shall not be affected by such period of untenantability as=herein defined.

With respect to rental payments-made and attributable to such period of untenantability, a sum equal to payments so attributed shall be credited against the rent for a renewal term or terms provided for herein at the rate of rental provided for such renewal term or terms.

### 5. Insurance Against Personal Injury and Property Damage:

Company shall take out and carry throughout the primary term of said lease and any renewal hereof and pay the premiums on public hability insurance in an amount (including primary and excess coverage) of not less than \$300,000.00 for the death or bodily injury of any one person, including loss of service, and \$500,000.00 for the death or bodily injury of two or more persons, including loss of services, in any one accident or series of accidents arising out of one event, and in the amount of \$100,000.00 for damage or injury to the property of others arising out a single accident or occurance. Company will hold Municipality harmless as to any personal injury or property damage hability arising out of Company's operations or actions, and will include the Municipality as a named insured in the above mentioned insurance policies, without cost to the Municipality, and will furnish to Municipality certificates of the above mentioned coverage.

. Company shall, throughout the primary term of said lease and any renewal thereof, comply with the provisions of the Mississippi Workmen's Compensation Laws.

### BOOK 117 NOE514

- 6, Maintenance and Repair: Company hereby agrees and obligates itself to maintain the leased premises at its own expense throughout the term of said lease and any renewal thereof.
- that Company at its own expense may build any addition to the "Buildings" or premises throughout the term of said lease and any renewal thereof. Furthermore, Municipality hereby agrees that Company may erect any additional buildings or improvements on said land during the period of this lease.

  Municipality agrees that at the expiration of said lease or of any renewal thereof, Company may remove from said lands any additions, improvements to "Buildings", buildings erected thereon by it and any items and equipment installed thereon at its own expense, and for which it has been reimbursed by Municipality, provided that any damage to the land and "Buildings" originally leased by Municipality to Company and resulting from such removal shall be repaired by Company at its expense.
- 8. Alterations to "Buildings". The Municipality hereby agrees that

  Company may at its own expense at any time during said lease and any renewal
  thereof make any desired alterations to the "Buildings" located on said lands,
  provided that no such alteration or addition shall effect the soundness or
  strength of the basic structure or impair the value thereof.
- 9. Possession on Termination: The Company hereby agrees and obligates itself that it will within a reasonable time after the expiration of the term of said lease or any renewal thereof surrender and deliver to Municipality peaceable possession of said land and "Buildings" cleared of all persons, goods and things not properly belonging to same, and in as good order and condition as when received, ordinary wear and tear, obsolescence and actions of the elements excepted.

### BOOK 117 PAGE 515

10. Options to Extend Lease: Municipality does hereby give and grant to Company the option to renew said Lease on the herein described tract one beyond the primary term thereof for such additional term or terms as Company may determine, but in no event to exceed in the aggregate an additional period of 79 years. The term of any one such renewal shall be one year, and such option to renew shall be deemed to have been exercised at the expiration of the primary term and at the expiration of each renewal term unless written notice to the contrary addressed as follows:

Mayor City of Canton Canton, M.ssissippi

shall be deposited in the United States Mail or personally delivered to the said addressee at least six months prior to the termination of the primary term of such renewal term. Said option herein given to the Company is given and accepted upon the condition that each such renewal shall incorporate all the terms of the primary lease except:

- (a) The annual rental for any such renewal term shall be negotiated between the Company and the Municipality and shall be payable in advance on the first day of each rental year. PROVIDED, HOWEVER, that such annual rental shall not be less than one half (1/2) of one (1) per centum of the bonds sold and delivered by the Municipality hereunder.
- (b) The provisions of Section D, paragraph 4 hereof shall not apply and in lieu thereof, Municipality shall during all renewal periods insure the "Building" to its full replacement value with the coverages provided for during the primary term and defined in Section D, paragraph 4(a) hereof (except Business). Interruption Irsurance), and shall at all times provide the Company with evidence that such insurance is in force. The proceeds of any such insurance shall be payable to Municipality. The Company shall pay all premiums, thereon.

Should "Buildings" be destroyed or rendered wholly or partially untenantable during any such renewal term by the happening of an uninsured hazard. Company may cancel the lease and thereupon be fully discharged from any obligations hereunder.

In the event "Buildings" should be destroyed, or rendered untenantable or partially untenantable by the happening of any hazard insured by Municipality under the requirements of this sub-paragraph (b) during any renewal term,

Company shall have the option:

- (1) To cancel the lease and thereupon be fully discharged from any obligation thereunder.
- (2) To require that Municipality replace the "Building" (provided the . proceeds of such insurance as is required hereunder, -- or such proceeds plus additional funds advanced by Company -- are sufficient so to do), and extend the 79 year renewal options for such time as will give the Company the right to continue said lease for a period not less than the normal useful life of such reconstructed building.
- (c) Nothing otherwise contained in this contract or any lease to be executed pursuant hereto shall be construed to prevent the extension of such lease beyond said 79 year renewal term.

#### E. TAX EXAMPTIONS

It is agreed and understood that the Company will take the necessary action under the appropriate law or laws of the State of Mississippi, to exempt the real and personal property of the Company located in or used in the building from ad valorem taxation, except State Ad valorem taxation, for a period of ten (10) years. The Municipality agrees to cooperate in securing this and any other tax exemption to which the company may be entitled under the laws of the State of Mississippi.

#### F. ASSIGNABILITY:

The Company may with the approval of the Mississippi Agricultural and Industrial Board assign this agreement and the lease provided for herein or sublet the land and "Building" to any other person, firm or corporation, but no assignment or sublease shall release Company from any of its obligations or liabilities thereunder unless Municipality executed with the approval of the Mississippi Agricultural and Industrial Board a written release thereof.

### BOOK 117 PEGF 517

#### G. GENERAL DEFAULT

- 1. If Company shall fail to perform any of its obligations or agreements hereunder or under any lease to be executed pursuant hereto, or if Company or any assignee or sub-tenant thereof shall during the primary term of such lease discontinue manufacturing or processing operations on the lands described in Section B, paragraph I hereof for a continuous period of one year at any one time (strikes, war, acts of Gods, fire, acts of government, and other casualties not under Company's control excepted); Company shall be deemed to be in default, and in addition to any other rights that may accrue to Municipality under the provisions hereof, Municipality shall have the right at its option to terminate this contract and any lease executed under the provisions hereof, and Municipality shall in the event of such termination be entitled to and Company shall surrender to Municipality peaceable possession of such land and "Building"; provided however, that before terminating this contract, Municipality shall give Company notice of its intention to terminate by registered mail addressed to Company's principal office, and Company shall have sixty days after receipt thereof to cure such default, and provided further, however, that such termination by Municipality because of Company's failure to continue manufac turing or processing operations for a continuous period of one year shall release Company from any further obligations under this contract or such lease, and such termination shall constitute Municipality's sole remedy for Company's default by reason of such discontinuance. Delay by Municipality in exercising such right to terminate because of Company's default by reason of discontinuance of operations for one year shall not constitute a waiver of such right.
- 2. In any action for non-payment of rend due hereunder, it is understood and agreed that Municipality shall have the usual owners-landlords obligation to mitigate damages.

IT IS UNDERSTOOD AND AGREED by and between the respective parties
hereto that upon the favorable result of the contingencies herein, this instrument
shall constitute the AGREEMENT OF LEASHOLD between the parties hereto

and shall inure to the benefit of and be binding upon the heirs, successors, and assigns of either party to this agreement.

WITNESS THE SIGNATURE AND OFFICIAL SEAL of Canton, Madison County, Mississippi, a municipal corporation, on the day and year above

ATTESTS.

BY: 1 Matthews, Mayor

WITNESS THE SIGNATURE AND CORPORATE SEAL of Canton Poultry,

Inc., a M ssissippi corporation, on the day and year above written.

CANTON POULTRY, INC.

BY: President

Secretary

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in andfor said County and State, L. S. MATTHEWS, Mayor, and GEORGIE L. COBB, City Clerk of the City of Canton, Madison County, Mississippi, each of whom acknowledged that as such Mayor and City Clerk respectively they signed and delivered the foregoing contract on the day and year therein mentioned as the act and deed of the City of Canton, Madison County, Mississippi, and that the said GEORGIE L. COBB, City Clerk, affixed the seal of the City of Canton to said contract, they being duly authorized to act for and on behalf of the City of Canton, Madison County, Mississippi.

WITNESS MY HAND AND OFFICIAL SEAL, this the 3<sup>rd</sup> day of September, 1968.

Notary Public Hoga

MY COMMISSION EXPIRES:

Jens 25, 1969

BOOK 117 -GE 519

STATE OF MISSISSIPPI COUNTY OF MADISON

£.

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, J.D. Rasberry and T O Taylor

President and Secretary, respectively, of Canton Poultry,
Inc., a Mississippi Corporation and that for and on behalf of said corporation
and as its act and deed, they signed, sealed and delivered the foregoing instrument
on the day and year therein mentioned, they having been first duly authorized so
to do. to do.

WITNESS MY HAND AND OFFICIAL SEAL, this the 3 day of Septem. September, 1968. t Louis Goza, z.

MY COMMISSON EXPIRES:

### BOOK 117 PAGE 520

#### GUARANTY AGREEMENT

WHEREAS, the City of Canton, Mississippi and Canton Poultry, Inc. did make and enter into a contract dated September 3, 1968, for the construction and establishment of a poultry processing type industrial enterprize, under and pursuant to Chapter 241 of the Laws of the State of Mississippi, of 1944, as amended; and

WHEREAS, in order to secure a certificate of public convenience and necessity from the Mississippi Agricultural and Industrial Board, it is necessary that the undersigned guarantee the performance of Canton Poultry, Inc. under said contract.

NOW THEREFORE, FOR AND IN CONSIDERATION of said contract by the City of Canton, Mississippi and the covenants therein contained on the part of the municipality and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Canton Milling, Inc. a Mississippi Corporation hereinafter referred to as Guarantor, does hereby guarantee and become responsible for the time and faithful performance by Canton Poultry, Inc., of said contract of September 3, 1968, which is hereby incorporated herein and made a part hereof by express reference thereto, just as if the same were fully set forth herein, and for the payment of all sums of money referred to in said contract in the amounts and at the times therein specified, including but not limited to the payment of the principal of and interest on the industrial bonds issued by the City of Camon, M ssissippi thereunder, according to the maturity schedule thereof, in the manner and to the same extent as if the Guarantor had executed the same as the primary obligor. Should there be any default, breach or non observance of said contract on the part of Canton Poultry, Inc., the City of Canton,

## BOOK 117 PAGE 521

Mississippi shall have the right to proceed against the Guarantor immediately without any demand or notice of any kind or character and without first proceeding against Canton Poultry, Inc.

WITNESS THE SIGNATURE and corporate seal of Canton Milling, Inc. a Mississippi Corporation on this the 3rd day of Scotember, 1968.

(SEAL)

BY. Gresident

ATTEST:

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said County and State, J. D. Rasberry and T. O. Taylor, President and Secretary, respectively of Canton Milling, Inc. a Mississippi Corporation and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the forming instrument on the day and year therein mentioned, they having been first duly authorized so to do.

September, 1968.

(SEAUR:

MYLCOMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

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

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1. W. Kisims, Clerk of the C

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### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) eash in hand paid me and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, ROBERT CULIPHER, JR. do hereby convey and forever warrant unto J. K. CULIPHER, the following described property lying and being situated in Madison County, Mississippi, to-wat:

> Lots 3 and 4 East of the Choctaw Boundary Line less 20 acres off north end of each; and Lots 5 and 6 East of the Choctaw Boundary Lane less that part South of Old Natchez Trace Road, all in Section 17, Township 10, Range 5 East.

LESS AND EXCEPT: That part of the above described property lying west of a line running north and south and parallel to and twelve feet (12') west of the center line of a gravel road, conveyed by the Grantor to the Immrational Paper Company by deed dated November

The property hereby conveyed contains 105 acres, more or less.

WITNESS MY SIGNATURE on this the day of November, 1969.

# EGOK 117 PAGE 523

BOOK 117 FIGE 32

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STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ROBERT CULIPHER, JR., 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 and official seal on this the November, 1969. MMISSION 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 Mananher, 1969, at 9.30 o'clock & M., for record in my office this 12 day of ., 196\_9 Book No.//7 on Page\_3/ and was duly recorded on the 18 day of And in my office.

Witness my hand and seal of office, this the 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 6 day of 1900, at 10 30 o'clock a. M., and was duly recorded on the 13 day of 900, Book No. 117 on Page 500 in my office.

Witness my hand and seal of office, this the 13 of 900 M. A. SIMS, Clerk

By Allelia M. W. A. SIMS, Clerk

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#### QUIT\_CLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid me and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, WILLIAM FLOYD WILLIAMSON, SR., do hereby remise, release, convey and forever quit claim unto PALMER RAY WILLIAMSON, all of my estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

West one half (W2) Southwest one quarter (SW4) Section 32, Township 9 North, Range 4 East.

WITNESS MY SIGNATURE on this the 7th day of October, 1969.

STÂTE OF LOUISIANA PARISH OF EAST BATON ROUGE

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, WILLIAM FLOYD WILLIAMSON, SR., 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 and official seal on this the 7th day of October, 1969.

Notary Public

(SEAL)

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

1, VV. Kubims, Clerk of the Chancery Court of said County, certify that the within instrument was filed

1, VV. Kubims, Clerk of the Chancery Court of said County, certify that the within instrument was filed

1907 at 11:05 o'clock A.M.,

1907 at 11:05 o'clock A.M.,

1909 Book No. 117 on Page 52/

21 invitry chicago hand and seal of office, this the 13 of Y. A. Spis, Clerk

By Alsoly Spice 1, D. C.

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800K 117 PAGE 525 9

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yo.: 45

#### MINERAL DEED



FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, WILLIAM FLOYD WILLIAMSON, SR., do hereby convey and warrant unto PALMER RAY WILLIAMSON, the undivided one-third interest in minerals in, on or under the below described property that I own, said property lying and being situated in Madison County, Mississippi, and described as follows, to-wit:





 $NE_4^{\frac{1}{4}}$  and  $SE_4^{\frac{1}{4}}$  and  $E_2^{\frac{1}{2}}$   $NW_4^{\frac{1}{4}}$  and  $NE_4^{\frac{1}{4}}$   $SW_4^{\frac{1}{4}}$  of Section 5. Township 8 North, Range 4 East, less and except that part sold to the Natchez Trace.

Also  $S_2^1$   $SE_4^1$  and  $SE_4^1$   $SW_4^1$  and  $W_2^1$   $SW_4^1$  of Section 32, Township 9 North, Range 4 East.

WITNESS MY SIGNATURE on this the The day of October, 1969.

William Floyd Williamson, Sr.



STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, WILLIAM FLOYD WILLIAMSON, SR., 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 and official seal on this the

(SEAL)

October, 1969.

Notary Public

MY COMMISSION EXPIRES

at my death

and the second s	
STATE NH MISSISSIPPI, County of Madison:	4.5
1.34. A Sime Clark of the Chancery Court of said County, certify that the v	vithin instrument was tiled
10076	1 11:05 o'clock AM
for record in my office this day of function	* * * * * * * * * * * * * * * * * * *
STATE OF MISSISSIPPI, County of Madison:  1, W. A. Sins, Clerk of the Chancery Court of said County, certify that the very record in my office this and of January, 19679, Book North my office.  In my office.  Witness my hand and seal of office, this the 13 of W. A. Single Manuary of Manuary and Manuary an	o <u>. ///7</u> on Page
in her office in	
in my office. I will and and of office this that 3 of and	<u>4, 196_0.</u>
WA. SI	JS, Clerk
A ST	n.c

PCCH 117 FICE 5:26 9 SPECIAL WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in 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, GFCRE NLAWY, 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 the wife and MARY TARE, as joint terms with exercise right of services his and not at the most the Kokhowingedescribed creak property situated with the without of the country of the coun

Lot h, Pestgate, Part 5 according to the plat on file in the office of the Chancer, Cler at Canton, Ladison County, Mississippi, as now recurred in Mat local at Page Lb.

Faid conveyance is made subject to all covenants, enterents, restrictions, retempts, conditions and rights appearing of recore; and subject to any struct of facts sich a 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.

IN WITNESS WHEREOF the undersigned on this 21st day of accenter, 19 %, has set his hand and seal as Field Office Assistant to the Arestor ,FHA Field Office, Jackson, Mississippi, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D. ..crertor, 19 😘

Witnesses:

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ציין אנור דינון סיינו Secretary of Housing and Urban Development

Federal Housing Commissioner

(SEAL) Field Office / faithant to the Lirecter FHA Field Office, Jackson, Mississippi

STATE OF MISSISSIPPI SS COUNTY OF HINDS

Personally appeared before me, ADDIE L. SLEGE, the undersigned Notary Public in and for said County, the within named C. A. Notary Public in and for said County, the within named C. A. Notary Public in and for said County, the within named C. A. Notary Public in and for said County, the within named C. A. Notary Public in and in a part of the foregoing instrument bearing date hoverbor 21, 1969 in the person who executed the foregoing instrument bearing date hoverbor 21, 1969 in the control of the county provided the foregoing instrument on the day and year therein mentioned in Field Office Assistant to the Director in and on behalf of Great Recommendation of the county of Housing and Urban Development.

Given under my hand and seal this 21st day of November, 1997 and the county of November and the c

Jado Notary Public

My Commission Expires July 1, 1)73.

STATE DR. MISSISSIPPI, County of Madison:

A. L. W. A. Sims, Clerk of the Chancery Count of said County, certify that the within instrument was filed story office this day of Jacob Chancery County, certify that the within instrument was filed story office this day of Jacob Chancery County, 1990, at 11:550 Clerk A 20 and the day of Jacob Chancery County that the within instrument was filed to the said that the within its said that the within its said that the within its said for a cord in the office this day of and wis drip seconded on the day of the day of the Witness for hand and soal of office, this the . 1990, at 11:550 clacke a.m.

1900 1. SIMS, Clerk 

, D. C.

WARRANTY DEED

STATE OF MISSISSIPPI

COUNTY OF HINDS

HADEXED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other valuable considerations, receipt of which is hereby acknowledged, I the undersigned, Felix owen Baldwin, do hereby convey and warrent unto 0. W. Baldwin (Duy) a parcel of land containing a house situated at Sharon, Madison County, Mississippi, to-wit:

> Four acre Lot, more or less, in Sharon, located in Section 6, Township 9, Range 4-E, Madison County, Mississippi.

With this conveyance I also deed or give all my personal property and belongings.

Witness my signature this the 23rd day of January, 1951.

Feli Ower Baldion

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me the undersigned, an officer in and for the County and State mentioned, the within named Felix Owen Baldwin, who acknowledges he signed and delivered the foregoing deed of conveyance on the day and year mentioned.

Styen under my hand and seal of office on this the 23rd day Januárý, 1951.

STATE OF MISSISSIPPI, County of Madison: L.W. All Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for never in my office this 6 day of January, 19879 at 12:30 o'clock. M., and was duly recorded on the 13 day of January, 1980, Book No. 117 on Page 52 

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STATE OF MISSISSIPPI COUNTY OF MADISON MAN TON THE

#### WARRANTY DEED

FOR AND IN CONSIDERATION of Ten & No/100 Dollars (\$10.00), cash in hand paid, and other good, valuable and legal considerations, the receipt of sufficiency of all of which is hereby acknowledged. I, the undersigned, O. W BALDWIN, a widower, do hereby bargain, sell, convey and warrant unto HARRY BALDWIN of Canton, Mississippi, the following described real estate and property situated at Sharon, Madison County, State of Mississippi, to-wit:

Four acre Lot, more or less, in the Sharon community, located and situated directly across the public road from the Sharon, Mississippi Post Office, all in Section 6, Township 9, Range 4 East, Madison County, State of Mississippi, together with all improvements and appurtenances, and being the same property upon which Felix Owen Baldwin executed and delivered to me a conveyance, dated January 23, 1951, but which has not been recorded on the public records of Madison County, Mississippl as at the date of this deed, and being the same property upon which the Grantor herein has received conveyances by Deeds of Trust, as Beneficiary, and particularly as shown by Deed of Trust Book No. 355, at Page 464, of the records in the Chancery Clerk's office at Canton, Madison County, Mississippi, reference to said conveyances being made in aid hereof.

No part of the above property has ever been used, claimed or occupied as the homestead of the Grantor herein.

A part of the consideration for this conveyance is the cancellation by the Grantor herein of any and all indebtednesses of every kind and nature heretofore due and owing by Felix Owen Baldwin to the Grantor herein.

# estr 117 mas 29

The Grantee herein assumes and agrees to pay all ad valorem taxes and legal charges assessed against the above described property for the year 1968, 1969 and all subsequent years.

GIVEN UNDER MY SIGNATURE, this the 18 day of January, A. D., 1969.

STATE OF MISSISSIPPI

COUNTY OF HINDS ....

Personally came and appeared before me, the undersigned authority in and for said County and State, O. W. Baldwin, who acknowledged that he signed, executed and delivered the above and foregoing Warranty Deed and instrument in writing on the day and date therein mentioned, and for all the purposes therein contained.

Commit Expires

STATE OF MISSISSIPPI, County of Madison: 1, W. A. Simp Clerk of the Chancery Court of said County, certify that the within instrument was filed in my office this 6 day of January 19872 at 12:30 P. O. 19872 at 12:30 P.

STATE OF MISSISSIPPI COUNTY OF MADISON

50 18

#### WARRANTY DEED

In consideration of Ten Dollars (\$10.00), cash in hand paid to me by the grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, T. R. SMITH-VANIZ, do hereby convey and warrant unto CHARLES F. RIDDELL and J. R. TATE the following described land lying and being situated in Madison County, Mississippi, to-wit:

S호 Section 3 less the SW호 SW호, and N호 NE호, SW호 NE호 and E호 NW호 Section 10, all in Township 9 North, Range 2 East.

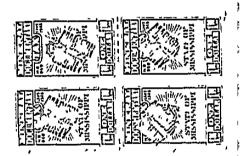
Grantees assume and agree to pay taxes for the year 1970 on the above described land.

Grantor does not own all of the minerals or royalties under the above described land, and reserves unto himself one-half (1/2) of such interest in said oil, gas and other minerals and royalties therein as is presently vested in him, and conveys a like interest in said oil, gas and other minerals and royalties therein to said grantees.

This deed shall in no wise affect the validity of the deed of trust of even date from the grantees herein to secure grantor herein covering the above described land.

Witness my signature, this January 6, 1970.

J. R. Smits Vaniz



### EOOH 117 page 531

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named T. R. SMITH-VANIZ who acknowledged that he signed and delivered the above and foregoing WARRANTY DEED on the day and year therein mentioned, as and for his act and deed.

Witness my signature and official seal, this January 6, 1970.

My commission expires: August 18, 1971

S. Notary Public

STATELOF. MISSISSIPPI, County of Madison:

J. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this ord day of anwary, 1980, at 1:30 o'clock M, and was duly recorded on the 13 day of Jone, 1980, Book No. 117 on Page 530 in my office.

Witness, my hand and seal of office, this the 13 of w. A. SINIS, Clerk

By Alady fracer, D. C.

Page 2

#### WARRANTY DEED

IN CONSIDERATION of the sur of eight thousand three hundred and no/100 (\$8300.00) Dollars, cash in hand baid, the receipt of which is hereby acknowledged, we, RUDOEPH D. TATUM and EMFA LEC TATUM, husband and wife, do hereby convey and warrant unto THOMAS J. BROOKS, JR. F. D. and PARY F. BROOKS, husband and wife, 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:

BLOCK H OF SUMMY LEA ACRES, when described with reference to rap or plat of said Addition now on file in the Chancery Clerk's Office for Madison County, Mississippi in Flat Poor 4 at page 15 thereof, reference to said map or plat being here rade in aid of and as a part of this description.

Grantors conveys one-fifth (1/5th) of the oil, gas and other rinerals in, on and under the above described property, the grantors herein reserving and retaining unto themselves the remaining 1/5th interest.

Grantors agree to pay the taxes for the year of 1969.

WITNESS our signatures, this the 6# day of January, 1970.

STATE OF MISSISSIPPI MADISON COUNTY

PERSONALLY appeared before me, the undersigned authority in and for said county and state the within named RUDOLPH D. TATUM and ELTA LEE TATUM, who each acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of office, this the 64 day January 1970.

-W. a. Sing Chan. Clerke

ission Expires

STATE OF MISSISSIPPI, County of Madison:

19. N.A. Simb. Clerk of the Chancery Court of said County, certify that the within instrument was filed to record in my office this office day of January 1980, at 3:000 clack 1.20 and 1980, book No. 117 on Page 532 in my office. yes duly recorded In the /s day of. , 19<u>90,</u> Book No. 117 on Page <u>53</u>2

Witness my hand and scal of office, this the

BOOK 117 255533 9

#### CORRECTION DEED

WHEREAS, by deed dated the 17th day of April, 1969, and recorded in Book 115 at page 236 in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, the intention of the parties was to convey said property to the Grantees as joint tenants with full right of survivorship and not as tenants in common; and

WHEREAS, the language in said deed purporting to create said joint tenancy is ambiguous and unclear, and the parties desire to clarify their true intention.

NOW, THEREFORE, 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, R. L. GOZA and G. M. CASE, do hereby convey and warrant unto JEFF BOYD and ELIZABETH BOYD as joint tenants with full 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 on the east side of a County Public Road, containing 1 acre more or less, lying and being situated in the SW NE 1 of Section 28, Township 11 North, Range 4 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the SW corner of the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of said Section 28 and run North along the existing fence for 1445 feet to a point that is 34 feet south of the SW fence corner of the Case & Goza tract that lies north of said County Road as conveyed by deed recorded in Deedbook 90 at Page 455 in the records of the Chancery Clerk of said county, (said point also being 15.3 feet north of the center-line of said road), and run S 42°15' E for 715.6 feet to a point on the east line of said road and the point of be-

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ginning of the property herein described; from said point of beginning run N 73°39! E for 208.7 feet to a point; thence S 16°21' E for 208.7 feet to a point; thence S 73°39! W for 208.7 feet to a point on the east line of said road; thence N 16°21! W along the east line of said road for 208.7 feet to the point of beginning.

WITNESS OUR SIGNATURES on this the // day of December,

1969.

R. L. Goza

G. M. Case

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, R. L. GOZA, and G. M. CASE, 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 12 day of December, 1969.

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

STATELOF, MISSISSIPPI, County of Madison:

1, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed son record in my office this 121 day of January, 1990, at 12:000 clock the approximation of the 13 day of January, 1990, Book No. 1/7 on Page 5-32.

With the said hand and seal of office, this the 13 of January, 1990.

By Stally of Sims, Clerk

By Stally of Sims, Clerk

D. C.

STATE OF MISSISSIPPI

MADISON COUNTY.

In consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, all duly had and received from DR. JOHN E. WALDROP, we hereby convey and warrant unto him the following described land and property in Madison County, Mississippi, to-wit:

### TOWNSHIP 10 NORTH, RANGE 4 EAST: .

30 acres evenly off the North part of the following described land: scribed land: SECTION 6 - 44 acres off South End of SEt, less 7 acres off East Side, and less 3.65 acres West of road, 33 acres;

SECTION 7'- No NEt, less 5.9 acres in SW Corner and less 12½ acres off East Side and SEt NEt North of road, and 3/10 acre in NEt NWt East of Stump Bridge Road, less 42½ acres out of SE Corner, 38.5 acres.

We except from the above described property all oil, gas and other minerals owned of record by any other person or persons, but reserve no interest in oil, gas and other minerals to ourselves. For the same consideration, we hereby assign and convey to said Grantee seven(7) cotton acreage out of the cotton acreage owned by us and obligate to execute any other evidence of such assignment that may be required by the Department of Agriculture.

We reserve from the above conveyance a 16-foot easement of right-of-way across the east end of the above described 30 acres to the County Road which constitutes the north boundary of said 30 acres.

Witness our signatures this December 31 , 1969.

istuda me sules GERTRUDE MEEKS

STATE OF MISSISSIPPI, MADISON COUNTY.

THIS DAY personally appeared before me, the undersigned authority in and for the above County and State, TUCKER MEEKS AND GERTRUDE MEEKS, husband and wife, who acknowledged that they executed and delivered the foregoing instrument on the date thereof as their voluntary act and deed. GIVARULE WITNESS MY SIGNATURE AND SEAL of office, this posember 5, 1945.

MY COMMISSION EXPIRES: 1-1-72

W. a. Sing Cl. Clash Ly Ruby J. Simo, D. C.

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Madison:

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

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1. W. A. Sints, Clerk of the Chancery Court of said County, certify that the within instrument was filed to the county of said County of said County of said Cou Top record in my office this find was duly recorded on the

Witness my band and seal of office, this the

(Lanuary, 1950.

STATE OF MISSISSIPPI COUNTY OF MADISON

40 62

#### WARRANTY DEED

In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, WILL JACKSON, do hereby convey and warrant unto JOHNNIE JACKSON an undivided one-half of my interest in and to the following described land lying and being situated in the County of Madison and State of Mississippi, to-wit:

A tract of land described as beginning at a point on the north line of the S½ of Lot 7 of Section 11, Township 10 North, Range 2 East, at a point 7.5 chains west of the northeast corner thereof and run thence south 40 chains to a point 7.5 chains west of the southeast corner of the NW½ NE½ of Section 14, Township 10 North, Range 2 East, run thence west 2.5 chains, thence north 40 chains to the north line of the S½ of said Lot 7, thence east 2.5 chains to the point of beginning.

Witness my signature, this the 16th day of May 1968.

Will Jackson

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named WILL JACKSON, 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 May 16, 1968.

My commission expires: August 18, 1971

Suind	Shu	التأثير مدوم	<u> </u>
Notary Public	7	ادی: ادی:	۱۲۲۰ در
			د، ن.

	TATE OF MISSISSIPPI, County of Madison
٠,	A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed
	correction in my office this 8 day of January 19870 at 9:15 o'clock AM.
=	The A. Sims, Clerk of the Chancery Court of said County, cartify that the within instrument was filed to record in my office this day of January, 19070 at 9:15 o'clock M. maintenant of January, 19070, Book No. 177 on Page 536
	in the content of
•	Vitroso Ty. hand and seal of office, this the 13 of Oscillary, 1950.
•	By Blass Space D. C.
	D. C.
	, a ver we

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For and in consideration of TEN DOLLARS (\$10.00) and other sums, cash in hand paid, receipt of which is hereby acknowledged, I, Mary Lee Bridgforth, do hereby convey unto Henry R. Bridgforth and Walter R. Bridgforth, as tenants in common in equal shares between them, all mineral interests owned by me in, on and under the following described lands:

Without the NWith of Section 17 and 8 acres in the NE corner of the NE% of Section 18, which 8 acres is cut off by a line commencing at a pine tree on the line between Sections 17 and 18, which point is South 1% degrees East 11 chains from the NE corner of Section 18 from said point run North 48½ degrees West 15.62 chains to a stake in public road on the North line of Section 18, all in Township 10 North, Range 3 East, Claiborne County, Mississippi, containing 88 acres of land, more or less.

Also, the East 1/2 of Southwest 1/4, Section 31, Township 10 North, Range 5 East, located in Madison County, Mississippi.

It is my intention to also convey and deliver all delay rentals and other benefits accruing under existing oil and gas leases.

EXECUTED this the 5th day of November, 1969.

STATE OF MISSISSIPPI COUNTY OF YAZOO

Personally appeared before me, the undersigned authority in and for said county and state, the within named Mary Lee Bridgforth, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS my hand and official seal of office this the gold day of you of January, 1970.

Commission Expires:

8113

J. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed in free order of the Chancery Court of said County, certify that the within instrument was filed in free order of the Chancery Court of said County, certify that the within instrument was filed in free order of the Chancery Court of said County, certify that the within instrument was filed in free order or the Chancery Court of said County, certify that the within instrument was filed in free order or the Chancery Court of said County, certify that the within instrument was filed in free order or the Chancery Court of said County, certify that the within instrument was filed in free order or the Chancery Court of said County, certify that the within instrument was filed in free order or the Chancery Court of said County, certify that the within instrument was filed in free order or the Chancery Court of said County, certify that the within instrument was filed in free order or the Chancery Court of said County, certify that the within instrument was filed in free order or the Chancery Court of said County, certify that the within instrument was filed in free order or the Chancery Court of said County, certify that the within instrument was filed in free order or the Chancery Court of said County, certify that the within instrument was filed in the Chancery Court of the Chancery Court and was duly recorded on the 13 day of form ( one., 1500, Book No. 1/7 on Page 5.37

W. ASSMS, Glerk S. Spacell

INDEXED

BCOK 117 #26538

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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA.

IN AND FOR THE COURTY OF WASHOD

AUGUSTA P. FITZHUGH,

NO. 257362 Dept. No. 5

Plaintiff,

Defendant.

vs.

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ANTAS 1 ANTAS

JOHN R. FITZHUGH,

FILED

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FINDINGS OF FACT,

CONCLUSIONS OF LAW, and
DECREE OF DIVORCE

This cause came on regularly this day for tricl before this Court, the plaintiff appearing personally and by her autorneys, ADAMS, REED & BOWEN, the defendant having been represented by ROBERT R. HERZ, ESQ; plaintiff was sworn and testified in her own behalf, and other evidence having been presented in support of the allegations of plaintiff's complaint, and this cause being thereupon submitted to this Court for decision,

This Court does hereby find as facts that plaintiff had, for a period of more than six weeks before this suit was brought and action commenced, with the bone fide intent to make Nevada her home for an indefinite period of time, resided and been physically present and domiciled in the County of Washos, State of Nevada, and now so resides and is so domiciled therein;

That all of the remaining allegations of plaintiff's complaint are true;

From said Findings of Fact, this Court concludes as a matter of law that it has jurisdiction over the subject matter herein and the parties hereto; that plaintiff is entitled to an

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absolute and final decree of divorce from defendant upon the greene of incompatibility; the Court further finds as matters of fact and conclusions of law that:

- (a) That certain real property described in Schedule "l" attached to this decree and incorporated herein by reference is community property of plaintiff and defendant acquired by plaintiff and defendant with their community funds; that plaintiff and difendant are the owners of said real property described in Schedule "1" as their separate property to the extent of an undivided one-ralf interest therein to each;
- (b) That plaintiff and defendant are going to enter into an Agreement immediately after entry of the decree of divorce in this case making further disposition of their rights and obligation
- (c) That a copy of said Agreement has been received in evidence in this cause as plaintiff's Exhibit "A" and said Agreemen is referred to in Paragraph IV of plaintiff's complaint for divorce on file herein; that said Agreement should be approved by the Court but that said Agreement should not be warged or incorporated into the decree of divorce entered by this Court, but rather be and remain en independent instrument; that the obligations on the part of plaintiff and defendent to do or refrain from doing any future act or making any future payment under said Agreement, if any, shall not create any lien, expressed or implied on any property owned by plaintiff or defendant or any community property heretofore owned by plaintiff and defendant.

IT IS, THEREFORE, MEREBY ORDERED, ADJUDGED AND DECREED that plaintiff be, and she hereby is, granted a decree of divorce, final and absolute in form and effect, from the bonds of matrinous now and heretofoce existing between plaintiff and defeateat, over restoring the said parties to the states of urrarried parsens,

-2-

## BOOK 117 - 6554?

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED as fallow:

- 1. That certain real property described in Sections "1" attached to this decree and incorporated herein by reference is community property of plaintiff and defendant acquired by plaintiff and defendant acquired by plaintiff and defendant with their community funds. That plaintiff and defendant are the owners of said real property described in Section "1" as their separate property to the extent of an undivided one-half interest therein to each.
- received in evidence in this cause as plaintiff's Exhibit "A", is approved by the Court, but it is expressly ordered and adjudget that said Agreement is not merged or incorporated in this decree of divorce and shall be, and remain, an independent instrument; provided, however, that the obligations on the part of either party to do or refrain from doing any future act or making any future payment under said Agreement, if any, shall not create any lien cupressed or implied on any property owned by plaintiff or defendant or any community property heretofore owned by plaintiff and defendant.

RECORDED JUDGMENT DOCKET Book A30 Page F-1 H. K. BROWN, County Clerk By J. Sanderson, Deputy Emile J. Gezelia

DISTRICT JUDGE

-3-

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THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE STATE OF MISSISSIPPI;

BOOK 117 FAGE 541

In and to all of the royalty untcrests, mineral interests or working interests acquired by John R. FitzHugh, by the following described instruments, in the state and county hereinafter named, less and except all portions thereof heretofora sold, assigned, transferred or otherwise disposed of by the said John R. FitzHugh, to-wat:

## D) LADISON CONKLA

BUGH 117 = 65542

Royalty deed from lelvin W. Campbell to John R. Fitchigh by instrument dated August 5, 1953, filed for record on , 1969, Book , Page , in the Courty of Padison, State of Mississippi, being the same interest acquired by Pelvin W. Campbell by instrument dated April 17, 1951, filed for record April 30, 1951, Book 50, Page 229.

### E) MYSIOM COMILA

Mineral deed from Bernard Callender to John R. Fitz-hugh dated Sciember 25, 1953, filed for record September 28, 1953, Book 310, Page 46, in the County of Farion, State of Hississippi.

## F) WAYNE COUNTY

Mineral deed and royalty transfer from Geo.
Gardiner Green to John R. Fitzhuch by instrument
dated September 29, 1951, filed for record April
14, 1962, Book 292, Page 613-614 in the Courty of
Wayne, State of Mississippi.

### C) COVINCTON COUNTY

All of the royalty interests, mineral interests or working interests acquired by John R. Ftizhugh in the State and county hereinabove named pursuant to Memorandum of Agreement dated September 1, 1948 by and between John R. Fitzhugh, William H. Fitzhugh and Ben T. Fitzhugh, less and except all portions thereof heretofore sold, assigned, transferred, conveyed or otherwise disposed of by the said John R. Fitzhugh under the said Hemorandum of Agreement, to-wit:

Royalty deed from S.-B. Williams to John R. Fitz-Hugh under institutent dated July 12, 1949, filed for record December 15, 1950, Book 33, Page 1, in the County of Covington, State of Mississippi.

BOOK 117 : 65543

# In the Second Judicial District Court

Of The State of Nevedo in and for The County of Washoe

AUGUSTA P. FITZHUGH		No 257362	Dept. No 5
JOHN R. FITZHUGH	Plaintiff	(   .	
	Defendant	)	4

I, H. K. Brown, County Clerk and ex-officio Clerk of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe, do hereby certify that I have compared the foregoing with the original ... thereof, and that I am the keeper of said original..., keeping same on file in my office as the legal custodian, and keeper of the same under the laws of the State of Nevada, and I further certify that the foregoing cop Y. .full, true and correct cop., y. of the PINDINGS OF FACT, attached hereto . is a CONCLUSIONS OF LAW AND DECREE OF DIVORCE insofar as the same relates to real property situate in Madison County, Marion County, Mayne County and Covington County, Hississippi.

and now on file and of record in my office.

..not been altered, amended or set aside, I do further certify that the same. .. has ... is ... still of full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of said Court this . 30th . .day of ... .. December.

Second Judicial District Court of the State of Nevada, in and for the County of Washoe do hereby certify that said Court is a Court of Record, having a Clerk and a Seal; and that there is no provision by law for a chief judge or presiding magistrate thereof, that all of the said judges are placed by law on an equality as to authority; that H. K. BROWN, who has signed the annexed attestation, is the duly elected and qualified County Clerk of the County of Washoe, and was at the time of signing said attestation, ex-officio Clerk of said Court.

That said signature is his genuine hand writing, and that all of his official acts as such Clerk are entitled to full faith and credit.

And I further certify that said attestation is in due form of the law.

Witness my hand this. .29th.. ...day of - . . December .... , A. D. 19 69 .

One of the Presiding Judges of the Strond Judicial District Court of the State of Nevada, in and to the County of Washoe

STATE OF NEVADA (COUNTY OF WASHOE)

In Witness Whereof, I have hereunto set my hand and affixed the Seal of said Court this ........29th..day of...... December. ...., A. D. 19 69

County Clerk and ex-officio Clerk of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe

id end scal of office, this the 13 of anilaxy V. A. Spins, grice

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BOOK 117 -16545

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SALE OF PROPERTY

BY

MRS. AUGUSTA P. FITZHUGH

5'0

CLAUDIA T. FITZHUGH, Wofe of HARRY B. KELLEHER, Jr., R. TUCKER FITZHUGH and KINGSLEY S. FITZHUGH UNITED STATE OF AMERICA

STATE OF HEVADA

COUNTY OF WASHOE

-000-

BEFORE ME, NORMA C TIFFANY

a Notary Public, duly commissioned and qualified, in
and for the County of Washoe, State of Meveda, therein
residing, and in the presence of the witnesses hereinafter named and undersigned;

PERSONALLY CAME AND APPEARED MRS. AUGUSTA P.
FITZHUGH, divorced wife of John R. FITZHUGH, a person
of the full age of majerity and a resident of the
County of Washoe, State of Nevada, referred to as
"Vondor", who declares that said Vendor does by
these presents grant, bargain, sell, convey, transfer,
assign, set over, abandon and deliver with all legal
warranties and with full substitution and subrogation
in and to all the rights of actions of warranty which
said Vendor has or may have against all preceding owners
and vendors unto CLAUDIA T. FITZHUGH, wife of HARRY B.
KELLEHER, Je aperson of the full age of majority, and a

resident of the Parish of Orleans, State of Louisiana, R. TUCKER FITZHUGH, a person of the full age of majority and a resident of the Parish of Orleans, State of Louisiana, and KINCSLEY S. FITZHUGH, a person of the full age of majority and a resident of the Parish of Orleans, State of Louisiana, an undivided one-third (1/3rd) interest to each, all of her right, title and interest acquired during her marriage to JOHN R. FITZHUGH and/or by virtue of the Decree of Divorce entered this date by the Second Judicial District Court for Washoe County, Nevada, in proceedings No. 257362, in and to the following described property, to-wit:

the personal are assisting the same personal and priori

or maspissippi;

BOOK 117 PACE 547

In and to all of the royalty interests, mineral interests or working interests acquired by John P. Fitzlugh, by the following described instruments, in the state and county hereinafter named, less and except all portions thereof heretofore sold, assigned, transferred or otherwise disposed of by the said John R. Fitzlugh, to-wit:

## п) марткой солгуу всей 117 жел. 48

Royalty deed from Polyin W. Cambell to John R. Fatshugh by instrument dated August 5, 1953, fold for record on , 1967, Book.
Ruge , in the County of Radason, State of Mississippi, being the same interest acquired by Yelvin W. Campbell by instrument dated April 17, 1951, fold for record April 30, 1951, Book 50, Page 239.

### E) MARION COUNTY

Mineral deed from Bernard Callender to John R. Fitzhugh dated September 28, 1953, foled for record September 28, 1953, Book 310, Page 46, in the County of Varion, State of Kississippi.

#### F) WAYNE COUNTY

Mineral deed and royalty transfer from Geo.
Gardiner Green to John R. Fitzhugh by instrument
dated September 29, 1951, filed for record April
14, 1962, Book 292, Page 613-611, in the Courty of
Wayne, State of Massissippi.

#### e) covincton county

All of the royalty interests, mineral interests or working interests acquired by John R. Flizhigh in the State and county hereinabove named pursuant to Memorandum of Agricment dated September 1, 1948 by and between John R. Fitzhigh, William H. Fitzhigh and Ben T. Fitzhigh, less and except all portions thereof heretofore sold, assigned, transferred, conveyed or otherwise disposed of by the said John R. Fitzhigh under the said Memorandum of Agreement, to-vit:

Royalty deed from S. B. Williams to John R. Fatz-Hugh under anstrument dated July 12, 1949, filed for record December 15, 1950, Book 33, Page 1, in the County of Covington, State of Massissippi. BCOK 117 == 65,49

TO HAVE AND TO HOLD the above described property unto the said purchasers, and purchasers successors, heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of ONE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$108,000.00) cash, which the said purchasers have well and truly paid, in ready and current money to the said Vendor, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

WITNESSES:

Linda Staley

August P. Prizmon

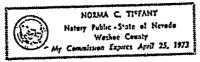
NOTARY FUBILITY

NOTIMA C. TIFF'S I
Po'any Public Suite of Naveds
Welhos Come y
My Contail and Sty its I fall 25, 1973

The attached instrument constitutes a true extract of the sale of various pieces or portions of property from that instrument entitled "SALE OF PROPERTY FROM MRS. AUGUSTA.P. FITZHUGH TO CLAUDIA T. FITZHUGH, wafe of HARRY B. KELLEHER, Jr., R. TUCKER FITZHUGH and KINGSLEY S. FITZHUGH".

DATED: December 22, 1969.

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STATE LOT , MISSISSIPPI,	County of Madison:		,		
	k of the Chancery Cour	of said County, o	ertify that the within	instrument was	filed
er recerci in my office	this Total day of	[ January	نائع ع1962 سسے	da_o'clock	2M.,
er, recere) in my office mil was cluly recerded	on the Landay	of Osno	1962. Book No//	<b>7</b> _on Page ⊆	5 45
n torre of their in the		//	•	*	
Witnesse my hand	and seal of office, th	is the3_of	January W. A. S. B. S.	<u> </u>	•
4.2		61	W. A. SENIS Clock	k ,	
, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	•	By JLA	dest Spice	<u>ll</u> , 1	D. C.
			<u>//</u>		

#### CORRECTION DEED

INDEXED

WHEREAS, by deed dated the 20th day of July, 1957, and recorded in Book 69 at page 72 in the office of the Chancery Clerk of Madison County, Mississippi; and, wherein the undersigned grantor did convey to the Grantee herein certain property; and

WHEREAS, an incorrect description was used to convey the said property to the grantee therein; and,

WHEREAS, the parties therein are desirous of correcting the said incorrect description.

#### NOW THEREFORE:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid us and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I, LUGINIA WATKINS, Grantor do hereby convey and forever warrant unto WILLIE ALLEN, Grantee the following described real property lying and being situated in Madison County, Mississippi, to-wit-

A lot or parcel of land fronting 160.0 feet on the South side of Public Road and containing in all 1.0 acres, more or less and being more particularly described as from a point that is 869.0 feet North of and 428.5 feet East of the SW corner of the N½ of NW¼ of NE¼, Section 3, Township 9 North, Range 4 East, said point being situated on the south side of public road and is 30.0 feet measured at right angles with centerline of said public road, and from said point run thence N 88° 30' E for 498.0 feet along said ROW to the NW corner and point of beginning of lot being described, and from said point of beginning run thence S 89° 45' E for 160.0 feet along said South ROW line of Public Road, thence running S 4° 43' E for 260.0 feet, thence running S 70° 50' W for 137.0 feet, thence running N 7° 43' W for

311.0 feet to the point of beginning, and containing in all 1.0 acres more or less and being situated in the  $S_2^{\frac{1}{2}}$  of  $SW_4^{\frac{1}{4}}$  of  $SE_4^{\frac{1}{4}}$ , Section 34, Township 10 North, Range 4 East and  $N_2^{\frac{1}{2}}$  of  $NW_4^{\frac{1}{4}}$  of  $NE_4^{\frac{1}{4}}$ , Section 3, Township 9 North, Range 4 East, Madison County, Mississippi.

WITNESS MY SIGNATURE on this the 70 day of 1917,

Luginia Watkins

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, LUGINIA WATKINS, 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 and official seal on this the 9th day of

(U. O. Samuel Chan. Clerks,

Notery Public

Ly V. R. Luy der De

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

1: W. A. Cina, Clerk of the Chancery Court of sald County, certify that the within instrument was filed

1: W. A. Cina, Clerk of the Chancery Court of sald County, certify that the within instrument was filed

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1: W. A. Cina, Clerk of the W. A. Cina, Clerk of the W. A. Cina, County, County,

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INDEXED adok 117 mge553 9 79 ×0 • Ferm 334 \_COUNTY, MISSISSIPPI MADISON. 8 KV LINE. HAMILTON ROSA 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 MADISON and on that certain land in the County of\_\_\_\_ OF THE NE 4 OF SECTION 2 AND A PART OF THE NW OF SECTION Z, TIIN, R 3E. 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 terminate WITNESS my/our signature. " crowder Claw Sue to STATE OF MISSISSIPPI Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within COUNTY OF HOLMES , one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named WHITHWORTH whose names are subscribed thereto sign and deliver the same to the said Mississippi Power & Light Company, that lie, this affiant, subscribed his gramp as a witness thereto in the presence of the above named Grantors, and 19<u>42</u> 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

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, 19620, at 9:00 A. O. A \_, 19*520*, Book No. 117 on Page 55.3 Witness my frank and seal of office, this the

. .

MDEXED In consideration of Two Hundred and no/100 (\$200.00) Dollars paid to us by Ray Johnson and Mattie Johnson, the receipt of which is hereby acknowledged, we, Hollie Johnson and wife, Virginia Johnson, do hereby convey and warrant unto the said Ray Johnson and Mattie Johnson the following described property lying and being situated in Madison County, Mississippi, to-wit:

From the northwest corner of our land (which land is described as 30 acres off the south end of the SW# of SW# of Section 19) run thence south along the east margin of the public road 210 feet to the point of beginning, thence continue south along the east margin of said road 210 feet to a stake, thence run east 210 feet to a stake, thence run north 210 feet to a stake, thence run west 210 feet to the point of beginning, all in Township 9 North, Range 4 East.

It is agreed and understood that the 1970 ad valorem taxes on the above described property will be paid by the purchasers.

Witness our signatures, this the 10th day of January, 1970.

State of Mississippi Madison County

Personally appeared before me, the undersigned authority in and for said County and State, the within named Hollie Johnson and Virginia Johnson who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as and for their act and deed.

Given under my hand and seal of office, this the 10th day of January, 1970. έ Ι. *ΙΙΕ* 

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Control (ACC) (ACC) (Country of Madison:

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CEPEXED In consideration of Two Thousand Three Hundred and no/100 (\$2,300.00) cash in hand paid to us by R. F. Evans and Eudell Evans, the receipt of which is hereby acknowledged, we, Henry McClenty and wife, Hattie McClenty, do hereby convey and warrant unto the said R. F. Evans and Eudell Evans as joint tenants with the right of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Beginning at a point that is 10.00 chains west of the northeast corner of the NE1 of NW1 of Section 36, Township 8 North, Range 1 West, and from said point of beginning run thence south for 20.00 chains, thence east for 7.50 chains, thence north for 20.00 chains, thence west for 7.50 chains to the point of beginning, all being in Section 36, Township 8 North, Range 1 West, and containing 15.00 acres, more or less. This land has been pointed out and agreed upon by the parties hereto. upon by the parties hereto.

The warranty of this deed does not extend to the oil, gas and other minerals but the grantors nevertheless convey all interest owned by them immediately prior to the execution of this deed.

It is agreed and understood that the grantors will pay the ad valorem taxes for the year 1969 and the grantees will thereafter pay the ad valorem taxes on the above described property.

This conveyance is subject to the zoning ordinances of Madison County, Mississippi.

Witness our signatures, this the 10

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State of Mississippi .

County of Medical

Personally appeared before me, the undersigned authority in and for said County and State, the within named Hattle McClenty and Henry McCleaty who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as

and for their act and deed. My commission expires:

Cet 26,1970 STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed the chancery court of said County, certify that the within instrument was filed the chancery court of said County, certify that the within instrument was filed the chancery court of said County, certify that the within instrument was filed the chancery court of said County, certify that the within instrument was filed the chancery court of said County, certify that the within instrument was filed the chancery court of said County, certify that the within instrument was filed the chancery court of said County, certify that the within instrument was filed the chancery court of said County, certify that the within instrument was filed the chancery court of said County, certify that the within instrument was filed the chancery court of said County, certify that the county court of said County, certify that the county court of said County, certify that the county court of said County certify that the county (Jan., 1952, Book No. 117 on Page. and was duly recorded on the 13 day of

Witness my hand and seal of office, this the

QUIT CLAIM DEED C/

indexed

8"

For a valuable consideration cash in hand paid to me by Joseph D. Cotten, the receipt of which is hereby ack-**NO** nowledged, I, Nina M. Cotten, do hereby convey and quit claim unto the said Joseph D. Cotten the following described property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land in Camden, Madison County, Mississippi, situated in NE4 of SW4, Section 24, Township ll North, Range 4 East described as: Beginning at the southeast corner of the residence lot of Shelby Rimmer, which point is on the west line of the Canton and Pickens Road, and 339 feet south and 203 feet west of the center of said Section 24, and run thence S 34° 45' E along said road 150 feet to the Presbyterian Manse lot, thence S 70° 45' W along the Manse lot 215 feet to the W. L. Maxwell Estate lot, thence N 33° 45' W along said Maxwell lot 145 feet to the residence lot of Shelby Rimmer, thence N 69° 45' E along said Rimmer lot 212 feet to the point of beginning. The names used herein are the names used as of April 11, 1934.

Witness my signature, this the 95 day of or

1970.

State of Mississippi County of The

Personally appeared before me, the undersigned authority in and for said County and State, the within named Nina M. Cotten who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as and for her act and deed.

Given under my hand and seal of office, this the gay \_, 1970.

My commission expires: 1. 17 B. -

STATE C MISSESIPPI, County of Madisons

- 14-71. A. Smill Clerk of the Chancery Court of said County, certify that the within instrument was filed

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ray hotel or d scal of office, this the 13 . A SIMS, Clerk

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, J. N. STEWART, JR., do hereby convey and warrant unto ROBERT L. HARRIS, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

A parcel of land situated in the  $N_2^1$  of Section 22, Township 8 North, Range 3 East, Madison County, Mississippi, more particularly described as:

DIDEXED

Commencing at the intersection of the north line of the Natchez Trace and the east line of Mississippi State Highway #43, said intersection being 2.5 feet west of Natchez Trace Monument No. P-269, and run north 37° 47' west along the east line of said highway for 147.9 feet to the point of beginning of the property herein being described, and from said point of beginning run north 37° 47' west along the east line of said highway for 200 feet to a point; thence north 54" 11' east for 192.8 feet to a point; thence south 35° 49' east for 200 feet to a point; thence south 54° 11' west for 186 feet to the point of beginning.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the year 1969 which shall be paid by grantor.
- (3) The warranty herein does not extend to the oil, gas and minerals in and under the above described lands but such oil, gas and mineral interest therein as may be owned by granter is hereby convoyed without warranty.
- (4) Deed of trust executed by C. H. Putnam and Maxine Putnam to R. H. Powell, Jr., Trustee, to secure The First National Bank of Canton, Canton, Mississippi, dated June 3, 1968, filed June 3, 1968 and recorded in Land Record Book 360 at Page 403 thereof in the Chancery Clerk's Office for Madison County, Mississippi, and upon which indebtedness there is now due and unpaid the sum of \$19,061.76 and the grantee herein by the acceptance of this conveyance assumes the payment of said indebtedness as the same becomes due and payable.

The above described property is no part of grantor's homestead. WITNESS my signature this the 31st day of December, 1969.

J. N. Stowart, Jr.

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within named J. N. STEWART, JR., who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 12 day of

Tanuar, 19 70

R. A. M. Model S. Notary Public S. Nota

STATE OF MISSISSIPPI, County of Madison:

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

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1.W. A. Sins, Clerk of the Chancery County Coun

Whereas on August 12, 1964 Samson Anderson, Jr. and wife, Alice Louise Anderson, executed a deed of trust under the terms of which the hereinafter described property was conveyed to the trustee named herein to secure the payment to Clarence Chinn of a certain note and a certain indebtedness therein mentioned and described, which deed of trust was recorded in land deed of trust book 317 on page 502 of the land deed of trust records in the office of the Chancery Clerk of Madison County, Mississippi; and

Whereas on the 9th day of December, 1969 the note and the indebtedness secured by said deed of trust was past due and unpaid, and I was requested by the owner thereof and holder of the note to execute said trust by a sale of the property therein described, and did advertise said property described in said deed of trust as required by law and the terms of said deed of trust, and did between eleven o'clock in the foremoon and four o'clock in the afternoon on the 12th day of January, 1970 at the south door of the County Court House in Canton, Mississippi, offer said property for sale to the highest bidder for cash in the manner required by law and the terms of said deed of trust; and a copy of said advertisement is attached hereto and marked Exhibit "A"

Whereas I have done and performed all things required under the terms of said deed of trust in connection with said sale, and all things required by law in such cases, and have credited the proceeds of said sale upon said indebtedness secured by said deed of trust.

100K (117 mat 560)	•
Now therefore in consideration of the sum of	
hundred and no/100 Dollars eash in hand paid, the	
receipt of which is hereby acknowledged, the undersigned does	
hereby sell and convey unto Clarence Chine	
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 67.5 foot on the east side of	
Maco Street in the City of Canton, Madison County, Mississippi and described as a strip of land 67.5 feet wide evenly off the south end of the following described lot: Beginning at the northwest corner of Lot #7 of Block F, of "Canton Heights" an addition to the City of Canton, Madison County, Mississippi, and from said point of beginning run thence south along the east margin of Mace Street for 160.0 feet, thence running east for 120.0 feet, thence running morth for 160.0 feet to the south margin of Sonnieboy Avenue, thence running west for 120.0 feet along the south margin of Sonnieboy Avenue to the point of beginning, and all being a part of Lots 7, 8, 9, & 10 of Block "F" of Canton Heights Addition, according to plat on file in the office of the Chancery Clerk of Madison County, Mississippi.	
Witness my signature, this the 12th day of January, 1970.	
$\mathcal{T}$	
Nelson Cauthen, Trustee	
State of Mississippi County of Madison	
Personally appeared before me, the undersigned authority .	
in and for said County and State, the within named Nelson Cauthen,	,
Trustee, who acknowledged that he signed and delivered the fore-	
going instrument on the day and year therein mentioned as and	
for the purposes therein mentioned.	
Given under my hand and seal of office, this the 1216day	
of January, 1970.	
Louise I Herrel.	
Notary Public	
	•
My commission expires:	*
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## BOCK 117 PAGE 561

### MADISON COUNTY HERALD

PROOF OF PUBLICATION

40.

NOTICE OF TRUSTIE'S SALE:

Whereas Samzon Anderson, Jr and Alice Louise AnJerson did execute un'o Nelzon Cauthen, trustee, a dead of trust dated it e 12 day of Argat, 1951 to zecure a certan note ana an Indebtedness; described therein, which deed of trust v as field for record in the Chancery Clerk's Office for Madison Courty, Lucisiasppi, on August 12, 1934 and recorded therein in Land Deed of Trust Book No 317 on Fage 502, and whereas said note and said indebtedness are past due and in arrears and the owner and legal holder of said note and of said indebtedness, did request me to forceloze said deed of trust.

Therefore, I will on Monday, the

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deed of trust.

Therefore, I will on Monday, the 12 day of January, 1970 during legal hours before the south door of the Madison County Corthouse in the City of Canton, Mississippl, offer for cale and sell to the highest blider for cash at public auction the following described property lying and being situated in Madison County, Mississippl, to-wit

erty lying and being situated in Madison County, Mississippi, to-wit

A lot or parcel of land fronting 67.5 feet on the east side of Mace Street in the City of Canton, Madison County, Mississippi and described as a strip of land 67.5 feet wide evenly off the south end of the following described lot Beginning at the northwest corner of Lot No 7 of Block F, of "Canton, Heights" an addition to the City of Canton, Madison County, Mississippi, and from said point of beginning run thence south along the east margin of Mace Street for 160 of feet, thence running east for 120 of feet, thence running north for 160 of feet to the south margin of Sonnleboy Avenue, thence running west for 120 of feet along the south margin of Sonnleboy Avenue to the point of beginning, and all being a part of Lots 7, 3, '0, & 10 of Block "F," of Canton Heights Addition, according to plat on file in the office of the Chancery Clerk of Madison County, Mississippi

The deed of trust being foreclosed is believed to be a second lien on said land, but I will convey only such title as is vested in me by said deed of trust.

Witness my signature, this the 9th day of December, 1909

Nelson Cauthen

Trustee
Dec. 18, 25; Jan 1, 8:

THE STATE OF MISSISSIPPL MADISON COUNTY

a Notary Public of the City of Canton, Madison County, Mississippi, ROBFIT M HUDERMAN, III, Publisher of the MADISON COUNTY HEIR ALD a weekly newspaper published in the City of Canton, Madison County, Mississippi, who being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspaper as follows: 1970 nu I 1970 Published 1.00 and subscribed before me rission Explic Stor 20, 1973 37 3 331

STATE OF MISSISSIPPI, County of Madison: for record in my office this day of 1989, at 2:15 fm and was iduly recorded on the 3 day of in my office. My hand and seal of office, this the 3 on Pago *559* 19<u>50,</u> Book No. 4/7 Qan W. AfsiMS, Clerk

FOR 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 as hereby acknowledged, and for the further consideration of the assumption and agreement to pay as and when due by the Grantees; herein, the entire residual balance of that indebtedness, commencing with the installment payment duc February 1, 1970, and forward, which is secured by a Decd of Trust, dated October 29, 1963, executed by Thurman F. Sharp, et ux, to Wortman & Mann, Inc., Beneficiary, recorded in Book 308 Page 463, assigned December 11, 1963, to Excelsior Savings Bank, recorded in Book 1309 Page 396 thereof, the undersigned, THURMAN F. SHARP and wife, MARY J. SHARP, by these presents, do hereby sell, convey and warrant unto H. E. CHAMBLEE and D. A. CHAMBLEE, the land and property which is situated in Madison County, Mississippi, described as follows, to-wit:

Lot Forty-one (41), of Lakeland Estates Subdivision, Part III (3), according to the map thereof which is of record in the office of the Chancery Clerk of Madison County, Canton, Mississippi, in Plat Book 4 Page 28, reference to which is hereby made.

This conveyance and its warranty is further subject to exceptions, namely: (a) casement along the East side of subject property as indicated by the subdivision plat; (b) restrictive covenants presently in force, recorded in Book 302 Page 261; (c) ad valorem taxes for the present year, which have been prorated, and are hereby assumed by the Grantees.

For the same consideration, Grantors assign to Grantees all escrow funds for taxes and insurance, also insurance policies, as held by the beneficiary of the foregoing deed of trust for the benefit of the undersigned.

WITNESS the respective hand and signature of the Grantors hereto affixed on this the 9th day of January, 1970.

ecox 117 axcs563

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named THURMAN F. SHARP and wife, MARY J. SHARP, who each acknowledged to me that they signed and delivered the foregoing instrument for the purposes recited by the date therein set forth.

ZGIVEN under my hand and the official seal of my office on this the 9th day of January, 1970.

Machine Marketter Marketter Machine Machine NOTARY Physic

NOTARY PUPLIC

My Comm. Expires: My Commission Exelect Aug. 21, 1971

January, 19070 at 9:00 o'clock AM, Jan, 1969, Book No 117 on Page 562 WAL STORS, Clerk ., D. C.

QUITCLAIM DEED

 $g_{G}$ 

(Pursuant to Section 7506, Internal Revenue Gode of 1954)

STATE OF MISSISSIPPI	\(\frac{1}{2}\)	
COUNTY OF HINDS	, ;	INDEXEL
THIS QUITCLAIM DEF	ED, made and entered into this8t	h day of
	0, by and between the United States	of America, and
A. L. Falls, Route 3, F	Box 308, Canton, Mississippi;	
	WITNĖSSETH:	

WHEREAS, all of the estate, right, title, and interest of A. L. Falls, Owner, A. L. Falls Misonry Contractor, Route 3, Box 308, Canton, Mississippi, in and to certain property hereinafter described, situated in Madison County, Mississippi, was, in accordance with law, offered for sale at public auction on the twenty-fifth day of July 1969 to collect unpaid taxes due the United States; and

WHEREAS, all of the said estate, right, title, and interest was then and there purchased by the District Director of Internal Revenue, Jackson, Mississippi, for and on behalf of the United States of America as provided by Section 6335(e), Internal Revenue Code of 1954; and

WHEREAS, no redemption was made in accordance with Section 6337(b),
Internal Revenue Code of 1954, within 120 days after the sale thereof,
J. G. Martin, Jr., District Director of Internal Revenue, Jackson, Mississippi,
in his official capacity as said District Director, executed a deed dated
December 22, 1969, granting, bargaining, selling, and conveying unto the
United States of America all of the said estate, right, title, and interest
in the said property; and

WHEREAS, the said deed dated December 22, 1969, was filed for record on the twenty-fourth day of December 1969, in the office of the Clerk of the Chancery Court of Madison County, Canton, Mississippi, and was recorded in Deed Record Book No. 117 at Page 420 in that office and was thereafter duly deposited in the office of the District Director of Internal Revenue, Jackson, Mississippi; and

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### EOGK 117 == 565

- 2 -

WHEREAS, on December 24, 1969, A L. Falls paid in full the taxes due the United States for which the said property was sold on the twenty-fifth day of July 1969, together with interest thereon as provided by Section 7506, Internal Revenue Code of 1954, which was within two years from the date of the acquisition by the United States of the said property;

NOW THEREFORE, the United States of America, in consideration of the payment of the said taxes due the United States with interest thereon as provided by law, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, remise, release, and forever quitclaim unto the said A. L. Falls all of the estate, right, title, and interest of the said United States of America in and to the said property, which is described as follows in the deed executed to the United States of America on December 22, 1969, by the said J. G. Martin, Jr., District Director of Internal Revenue, Jackson, Mississippi;

The & undivided interest of A. L. Falls in and to the following property located at Route 3, Box 308, Canton, Mississippi:

A tract of land in the E of Section 3 and Section 2, T7N, R2E, Madison County, Mississippi, and being more particularly described as beginning at a point that is 6.25 chs. south of described as beginning at a point that is 6.25 chs. south of the NW corner of the NE4, Section 3, and from said point of beginning run thence South for 36.11 chs., thence running east for 1.82 chs., thence running S4°00°W for 10.80 chs., thence running east along a fence for south line of property for 38.81 chs. to the Jackson-Canton Public Road, thence running · N0°15°E for 30.80 chs., to the center of driveway running to the west, thence running S87°55°W for 10.75 chs. along said driveway, thence running N1°05°E for 22.70 chs. to the south line of road and north line of Section 3. thence running west line of road and north line of Section 3, thence running west for 30.00 chs., thence running S105'W for 6.25 chs. to the point of beginning, containing 186.75 acres, more or less.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed by its duly authorized District Director of Internal \_\_day of <u>January</u>\_\_ Revenue, Jackson, Mississippi, this \_\_\_ 8th\_ UNITED STATES OF AMERICA

Martin. District Director of Internal Revenue

Jackson, Mississippi

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said State and County, the within-named J. G. Martin, Jr., District Director of Internal Revenue, Jackson, Mississippi, who acknowledged that he, as such officer, signed and delivered the foregoing instrument on the day and year mentioned.

WITNESS my hand and official seal at Jackson in the County and State as aforesaid this 8th day of January , 1970.

SIAU OF MISSISSIPPI, County or Macison.

S. I. V.T.A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed S. I. V.T.A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed S. I. V.T.A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed S. I. V.T.A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed S. I. V.T.A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed S. I. V.T.A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed S. I. V.T.A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed S. I. V.T.A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed S. I. V.T.A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed S. I. V.T.A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, C. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. V.T.A. Sims, Clerk of the Chancery Court of S. I. STATE OF MISSISSIPPI, County of Madison , 1900, Book No. 1/7 on Page 564 yes relief recorded on the 20 day of miscass my hand and seal of office, this the 20

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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, S. N. HOLLIDAY, III, Grantor, do hereby convey and forever warrant unto LEE BAILEY and wife, YOMA H.

BAILEY, as joint tenants with full right of survivorship and not as tenants in common, Grantees, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot Six (6), in Block "A" of EAST ACRES SUBDI-VISION according to the map or plat thereof recorded in Plat Book 4 at page 46 and as revised by Plat recorded in Plat Book 4 at page 53 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 is subject to the following exceptions, to-wit:

- 1. The reservation of an undivided 3/4ths interest in and to all oil, gas and other minerals in, on and under the above described property by Frank J. Schroeder, et al in that certain deed to F. H. Edwards, dated March 25, 1963, and recorded in Book 88 at page 64.
- 2. The City of Canton, Mississippi Zoning Ordinance of 1958, as amended.
  - 3. Those certain restrictive covenants imposed upon the

subject property by instrument dated June 15, 1966, and recorded in Book 102 at page 236, and by deed dated April 28, 1969, and recorded in Book 115 at page 365 in the office of the Chancery Clerk of Madison County, Mississippi.

4. An easement over and across a strip of land five feet in width off of the south end of the above described property as shown on the plat of survey prepared by Covington & Tyner Engineers dated December 12, 1969, to South Central Bell Telephone and Telegraph Company for the installation, operation and maintenance of underground communication cables.

WITNESS MY SIGNATURE on this the 12 day of January,

1970.

S. N. Holliday, III

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, S. N. HOLLIDAY, III, 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 and official seal on this the 13 day of January, 1970.

Edwards C: Many

MY\_COMMISSION EXPIRES:

STATE C. MISSISSIPPI, County of Madison:

State Clock of the Chancery Court of said County, certify that the within instrument was filed

The Sites Clock of the Chancery Court of said County, certify that the within instrument was filed

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WARRANTY DEED O CON 117 : 1569

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations passing, the receipt and sufficiency of all of which is hereby acknowledged, We, the undersigned LEWIS L. INDEXED CULLEY, JR., and wife, BETHANY W. CULLEY, do hereby sell, convey and warrant unto L L C, INC., a corporation, the following described land and property lying and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

A certain parcel of land situated in the SE%, Section 15, Township 7 North, Range 2 East, Madison County, Mississippi, and containing 24.5 acres, more or less, being more particularly described as follows:

Commencing at the Southeast corner of the North Half (N½) of the Southwest Quarter (SW½) of Section 15, Township 7 North, Range 2 East, Madison County, Mississippi, run thence North along the line between the East Half (E½) and the West Half (W½) of said Section 15, for a distance of 958.0 feet; thence South 89° 17' East 936.6 feet to a point on the Easterly boundary line of a 50-foot wide street (Arapaho Lane); run thence South 1° 18' East 181.8 feet along the Easterly boundary line of said Arapaho Lane to the P. C. of a curve; run thence around a curve to the left whose radius is 415.80 feet for a distance of 13.1 feet; thence North 88° 42' East 239.75 feet to a point which is the SE corner of Lot 22 (Googe lot), which point is the point of beginning of the parcel herein described; and thence run in a Northerly direction and along the East line of Lots 22, 23 and 24 of Natchez Trace Village, as said lots are laid out and designated on the attached map or plat marked Exhibit "A", to a point on the South line of a public road; run thence in an Easterly direction and along the South line of said public road for a distance of 950 feet, more or less to the Westerly right of way of Natchez Trace Parkway; run thence in a Southerly direction and along the said Westerly right of way of Natchez Trace Parkway; run thence in a Southerly direction and along the said Westerly right of way of Natchez Trace Parkway to the Northeast corner of Lot 224, Natchez Trace Village, as said lot is designated on the attached Exhibit "A", run thence in a Westerly direction and along the North line of said Lot 224,

Natchez Trace Village, and an extension thereof, for a distance of 240 feet to a point; run thence in a Southerly direction and along the West line of a proposed 40-foot roadway for 175 feet, more or less, to the Northeast corner of Lot 225, Natchez Trace Village, as designated on the attached Exhibit "A", run thence in a Westerly direction to the Trace Village, as designated on the attached Exhibit "A", run thence in a Westerly direction to the Northwest corner of said Lot 225, Natchez Trace Village, run thence in a Northwesterly direction and along the East line of Lots 13, 14, 15, 16, 17, 18, 19, 20 and 21, Natchez Trace Village, as shown by attached Exhibit "A", to the point of beginning;

LESS AND EXCEPT that certain parcel of land containing 0.7 acres, more or less, being located in the No of SEt, Section 15, Township 7 North, Range 2 East, which parcel was shown on a plat attached to warranty ded executed by Lewis L. Culley, Jr., and wife, Bethany W. Culley, to Walter Spiva and wife, Mary Bethany W. Culley, to Walter Spiva and wife, Mary Davenport Spiva, which warranty deed is dated April 3, 1963, recorded in Book 88, at page 148 of the records in the office of the Chancery Clerk of Madison County, Mississippi; and LESS AND EXCEPT a certain parcel of land located in the N½ of SE½, Section 15, Township 7 North, Range 2 East, containing 2.5 acres, said parcel of land being shown on the plat attached to certain warranty deed from Lewis L. Culley, Jr. and wife, Bethany W. Culley to Eunice W. Watkins, which warranty deed is recorded in Book 99, at page 312 of the records in the office of the Chancery Clerk of Madison County, Mississippi. of the Chancery Clerk of Madison County, Mississippi.

The warranty of this conveyance is subject to all ease-

ments, rights of way and mineral reservations of record.

WITNESS our signatures, on this the 2nd day of January,

1970.

BETHANY W. CULLEY

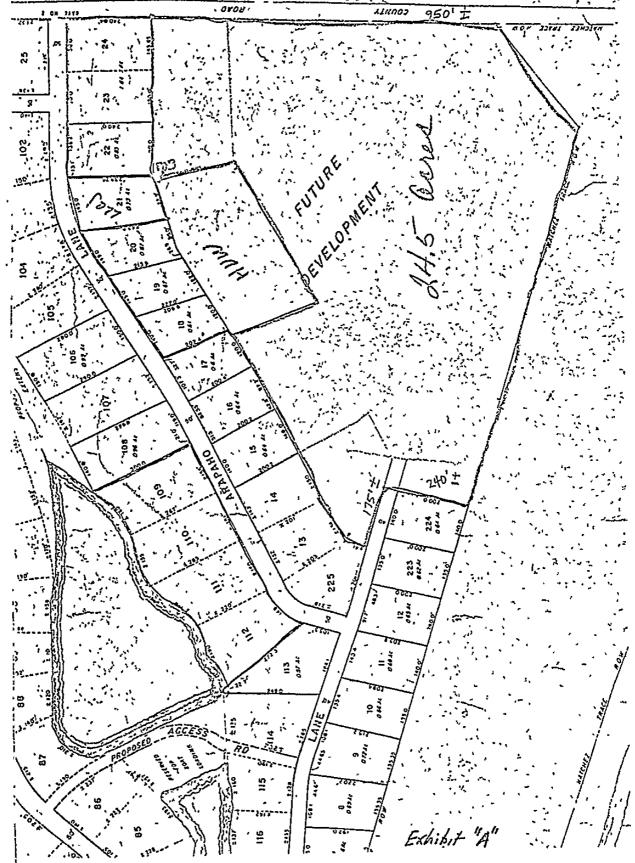
STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said county and state, the within named LEWIS L. CULLEY, JR., and wife, BETHANY W. CULLEY, who each acknowledged that they signed and delivered the above and foregoing instrument on the day and day before my hand and seal of office, on this the 2nd day of annuary, 1970.

My commission evolves: Personally appeared before me, the undersigned authority

My commission expires:



STATE OF MISSISSIPPI, County of Madison

STATE OF MISSISSIPPI, County of Madison

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

for record in my office this day of anuary, 19370 at 9:00 o'clock A.M.,

and was duly recorded on the 20 day of 1990, Book No. 1/7 on Page 569

Witness my hand and seal of office, this the 20 of WA Sing Clerk

By Madaly Space 1, D. C. anuary , 19370 at 7.400 com.

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, H. C. Timm, also known as H. C. Timm, II, H. C. Timm, Jr. (being one and the same as H. C. Timm, III), Virginia Timm Meyer, H. C. Timm, Jr. (being one and the same as H. C. Timm, III), as Guardian for Cynthia A. Timm, Laura L. Timm, and Herman C. Timm, IV, Richard H. Meyer, Mary Emily Meyer, and Henry C. Meyer, as Guardian for Virginia A. Meyer, do hereby sell, convey, and warrant unto Family Homes, Inc., a Mississippi corporation, the following described land and property, lying and being situated in Madison County, Mississippi, being more particularly described as follows, to-wit:

#### PARCEL I

Twelve (12) acres in the southwest 1/4 of Section 35, Township 7 North, Range 1 East, Madison County, Mississippi, and more particularly described as follows, to-wit:

Beginning at a point on the line between the East 1/2 and the West 1/2 of said Section 35; which point is 684 feet South of the center of said Section 35; run thence South 622.3 feet; run thence West 840 feet; run thence North 622.3 feet; run thence East 840 feet to the point of beginning.

#### PARCEL II

Beginning at the Northeast corner of the above described Parcel I and run West and along the north line of the above described Parcel I for a distance of 840 feet to the Northwest corner of said Parcel I; run thence North O degrees 43' 30" West for a distance of 61.7 feet; run thence East and parallel to the North line of the aforesaid Parcel I for a distance of 840 feet; run thence South 0 degrees 43' 30" East for a distance of 61.7 feet to the point of beginning.

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There is excepted from this conveyance all oil, gas, and other minerals in excess of one-half (1/2), as it is the intent of the grantors herein to convey to the grantee an undivided one-half (1/2) interest in and to all oil, gas and other mirerals in, on and under the above described property.

This conveyance is subject to that certain sewage lagoon agreement entered into between Herman C. Timm, II, Herman C. Timm, III, Mrs. Virginia Timm Meyer and Herman C. Timm, II, Executor of the Estate of Emily F. Timm, Deceased, and the Trustees of Tougaloo College, a Mississippi non-profit corporation, which is dated January 6, 1964, a copy of which is attached as Exhibit "A" to that certain warranty deed from grantors herein to the grantee herein, which deed is recorded in Book 104 at Page 432 in the records of the Chancery Clerk's office in Madison County, Mississippi. For the same consideration as recited herein, the undersigned do hereby grant and convey unto the grantee the right to participate with them in the benefits set out in this agreement, as the undersigned at this time own other land in Section 35, Township 7 North, Range 1 East, Madison County, Mississippi.

This conveyance is subject to that certain right of way conveyance to Southern Natural Gas Corporation executed by George H. Schroeder, H. C. Timm and Emily F. Timm dated July 15,1930 and recorded in Record Book 7 at Page 486-487 in the office of the Chancery Clerk of Madison County at Canton, Mississippi.

The guardians do not warrant title to the above described property.

This conveyance is subject to that certain right of way instrument executed by H. C. Timm Company to Mississippi Power and Light Company dated June 1, 1946 and recorded in Record Book 34 at Page 159 of the aforesaid records.

This conveyance is subject to that certain right of way instrument executed by H. C. Timm Company to Mississippi Power and Light Company dated February 16, 1951 and recorded in Record Book 50 at Page 210 of the aforesaid records.

The 1969 ad valorem taxes are to be prorated as of the date hereof.

H. C. Timm, Jr. (being one and the same person as H. C. Timm, III) executed this instrument as Guardian for Cynthia L. Timm, Laura L. Timm, and Herman C. Timm, IV, by authority of the Chancery Court of Madison County, Mississippi, in order dated the 7th day of April, 1969, and in proceedings styled "In the Matter of the Guardianship of Cynthia A. Timm, Laura L. Timm and Herman C. Timm, IV, Cause No 19,157".

Henry C. Myer executed this instrument as Guardian for Virginia A. Meyer, by authority of the Chancery Court of Madison County, Mississippi, in order dated 7th day of April, 1969, and in proceedings styled "In the Matter of the Guardianship of Richard H. Meyer, Mary Emily Meyer, and Virginia A. Meyer, Cause No. 19,158".

WITNESS OUR SIGNATURES, this the 17th day of December

19 69

H. C. Timm, Also Known As:

1. C Timm h

(Being one and the same as H. C.

Timm, III)

200X 117 YCE 575

Virginia Timm Meyer

H. C. Timm, Jr.

(Being one and the same as H. C.
Timm, III), as Guardian for
Cynthia A. Timm, Laura L. Timm
and Herman C. Timm, IV

Parker H. Meyer

Many Emily Meyer

Henry C. Meyer,
as Guardian for Virginia A. Meyer

STATE OF WISCONSIN COUNTY OF CALUMET

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named H. C. Timm, also known as H. C. Timm, II, who acknowledged to me that he signed and delivered the above and foregoing warranty deed on the day and in the year therein mentioned.

Given under my hand and official seal of office, this ne 17th day of December, 19 69.

Notary Public

My commission diplics: is permanent

STATE OF WISCONSIN:

COUNTY OF CALUMET

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named H. C. Timm, Jr. (being one and the same as H. C. Timm, III), who acknowledged to me that he signed and delivered the above and foregoing Warranty Deed, individually and as Guardian for Cynthia A. Timm, Laura L. Timm and Herman C. Timm, IV, on the day and in the year therein mentioned.

## ECCH 117 YEE 576

Given under my hand and official seal of office, this 17th day of December 19 day of the To The Notary Public My commission experses is permanent STATE OF WISCONSIN: COUNTY OF CALUMET : Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Virgina Timm Meyer, who acknowledged to me that she signed and delivered the above and foregoing Warranty Deed on the day and in the year therein mentioned. Given under my hand and official seal of office, this the 17th day of December , 19 69

commission experess is permanent

STATE OF WISCONSIN :

COUNTY OF CALUMET :

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Richard H. Meyer, who acknowledged to me that he signed and delivered the above and foregoing Warranty Deed on the day and in the Given under my hand and official seal of office, this the 17th day of December 19 69

Notary Public

Notary Public

Ay commission explores: is permanent وفرعارتان

STATE OF WISCONSIN:

COUNTY OF CALUMET :

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Mary Emily

# 800H 117 ₽66577

Meyer, who acknowledged to me that she signed and delivered the above and foregoing Warranty Deed on the day and in the year therein mentioned.

Given under my hand and official seal of office, this the I Notary Public My commission expixes: is permanent

STATE OF WISCONSIN:

COUNTY OF CALUMET :

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Henry C. Meyer, who acknowledged to me that he signed and delivered the above and foregoing Warranty Deed, as guardian for Virginia A. Meyer, on the day and in the year therein mentioned.

Given under my hand and official seal of office, this Given under my hand

Fi the 17th day of December , 19<u>69</u>. My commission expanses: is permanent Notary Public

STATE OF MISSISSIPPI, County of Madison: 

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## WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid me and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, We, WILLIE ALLEN and DELLA MAE ALLEN, Grantors, do hereby convey and forever warrant unto LEON FLEMING and wife ODELL FLEMING, as joint tenants with right of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

> A lot or parcel of land fronting 160.0 feet on the South side of public road and containing in all 1.0 acres, more or less and being more particularly described as from a point that is 869.0 feet North of and 428.5 feet East of the SW corner of the N2 of NW4 of NE4 Section 3, Township 9 North, Range 4 East, said point being situated on the south side of public road and is 30.0 feet measured at right angles with centerline of said public road, and from said point run thence N 88° 30' E for 498.0 feet along said ROW to the NW corner and point of beginning of lot being described, and from said point of beginning run thence S 89° 45' E for 160.0 feet along said South ROW line of public road, thence running S 4° 43' E for 260.0 feet, thence running S 70° 50' W for 137.0 feet, thence running N 7° 43' W for 311.0 feet to the point of beginning, and containing in all 1.0 acres more or less and being situated in the  $S_2^1$ of  $SW_{4}^{\frac{1}{4}}$  of  $SE_{4}^{\frac{1}{4}}$ , Section 34, Township 10 North, Range 4 East and  $N_{2}^{\frac{1}{2}}$  of  $NW_{4}^{\frac{1}{4}}$  of  $NE_{4}^{\frac{1}{4}}$ , Section 3, Township 9 North, Range 4 East, Madison County, Mississippi

It is agreed and understood that the 1969 ad valorem taxes on the above described property will be paid by the Grantors herein.

WITNESS OUR SIGNATURES on this the / g day of Misseles

Willia

#### BOOK 117 P. GE 579

#### STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, DELLA MAE ALLEN, who acknowledged to me that she 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 19 day of Difficulties, 19 69. AY COMMISSION EXPIRES: STATE OF ILLINOIS COUNTY OF COOK PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction also ve mentioned, WILLIE ALLEN, who acknowledged to me that he did sign and deliver the foregoing instrument on the date and for the purposes therem stated. GIVEN UNDER MY HAND and official seal on this the <u>19</u> day of ""... 1969. MY 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 14 day of accuracy, 19819 at 12:35 o'clock P. M., Jean 1960, Book No. 117 on Page 528 . and was duly retorded on the 20 day of in my office. Witness my hand and seal of office, this the 20of

In consideration of Eighty and no/100 (\$80.00) Dollars cash in hand paid to me by Pearl Simmons, the receipt of which is hereby acknowledged, I, Melissa Haney, a single person, do hereby convey and quit claim unto the said Pearl Simmons the following described property lying and being situated in Madison County, Mississippi, to-wit:

A lot of land located and being in the Mil of NEl of Section 29, Township 11 North, Range 3 East in Madison County, Mississippi, and being further described as beginning at a point or stake driven in the east boundary line of the NWl of NEl of said Section 29, Township 11 North, Range 3 East, where a plantation road intersects said east boundary line of said NWl of NEl of said Section 29, and run north along and with the east boundary line of said NWl of Nel of Section 29, Township 11 North, Range 3 East for a distance of 210 feet to a stake driven in or at said east boundary line aforesaid, thence run west and parallel with the north boundary line of said NWl of Nel of said Section 29 for a distance of 105 feet to a stake, thence run south parallel with the east boundary line of said NWl of Nel of said Section 29 for a distance of 105 feet to a stake, thence run south parallel with the east boundary line of said NWl of Nel of said Section 29, 210 feet, thence east to the point of beginning for 105 feet, the point of beginning being where the said road intersects said east boundary line of said Nwl of Nel of Said Section 29, Township line of said Nwl of Nel of Said Section 29, Township line of said Nwl of Nel of Said Section 29, Township line of said Nwl of Nel of Said Section 29, Township line of said Nwl of Nel of Said Section 29, Township line of the said road intersects said east boundary line of land, more or less. The said road forms in part, if not entirely, the southern boundary of the lot here conveyed, being a lot running north and south for 210 feet by 105 feet east and west.

Witness my signature, this the 7th day of January, 1970.

Melsez Hann Melissa Haney

State of Mississippi County of YY WILLIAM

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

given under my hand and seal of office, this the May My commission expires on s And Commission Expires March 3, 1972

STATELICTA MISSISCIEDI County of Madison: -, 1990, at 1:80 0'Clock/P I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was for record in my reliced, this 15 \_day of\_ and tree duly recorded on the day of the many officers and sold of office, this the on Page 580 19<u>90, Book No. //7</u>

<u>anung</u> 19. ft. Sh. S. Clerk

muce . D. C.

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For a valuable consideration cash in hand paid to me by Pearl Simmons, the receipt of which is hereby acknowledged, I, Ollie Davis, do hereby convey and quit claim unto the said Pearl Simmons the following described land lying and being situated in Madison County, Mississippi, to-wit:

Beginning at a stake driven in the northeast corner of that certain one-half acre of land deeded by Pearl Simmons to the said Ollie Davis on the 25th day of January, 1967 and run east for a distance of 105 feet to a stake, and thence run south and parallel with the east boundary line of said one-half acre tract for a distance of 210 feet, more or less, to a stake driven in the north margin of the county public road; thence westerly along the north margin of said road for a distance of 105 feet, more or less, to a stake driven in the southeast corner of said one-half acre of land here-tofore deeded to the said Ollie Davis, and thence north and with and along the east boundary line of said one-half acre of land heretofore deeded to the said Ollie Davis by the said Pearl Simmons, for a distance of 210 feet to the point of beginning. The one-half acre tract conveyed by this deed joins the one-half acre tract here-tofore conveyed to Ollie Davis by the said Pearl Simmons on its east. In other words, the one-half acre tract here conveyed lies immediately east of and adjoining the said one-half acre tract heretofore conveyed by the said Pearl Simmons on the 25th day of January, 1967 and in the NW2 of NE2 of Section 29, Township 11 North, Range 3 East, Madison County, Mississippi. AND

The following described land in Madison County, Mississippi, and in the NW2 of NE2 of Section 29, Township 11 North, Range 3 East, to-wit: Beginning at the southwest corner of the NW2 of the NE2 of said Section, and run north with the west boundary line of said NW2 of NE2 for a distance of 210 feet to a stake driven in or near said boundary line, thence run east parallel with the north boundary line of the SW2 of NE2 said Section for a distance of 105 feet to a stake, thence south parallel with the west boundary line of said NW2 of NE2 of said Section 29 for 210 feet to a stake, thence west and along the north boundary line of the SW2 of NE2 105 feet to the beginning in the southwest corner of the NW2 of NE2 of said Section 29, Township 11 North, Range 3 East, and being about one-half acre of land, more or less; and which has been viewed and measured off by the parties hereto.

The lands described above are no part of my homestead.

Witness my signature, this the 7th day of January, 1970.

Ollie Davis

State of Mississippi
County of Madilla

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

Given under my hand and seal of office, this the State of office, the State of office, the State of office, this the State of office, the State of of

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 15 day of 1900, at 1.30 o'Clark M and was duly recorded on the 20 day of 1900, 1900, Book No. 17 on Page 58/

Witness my hand and seal of office, this the 20 of W. A. SMS, Clerk

By Madign Space D. C.

For a valuable consideration cash in hand paid to us by Pearl Simmons, the receipt of which is hereby acknowledged, we, Robert Gowdy and wife, Heloise Gowdy, do hereby convey and quit claim unto the said Pearl Simmons the following described property lying and being situated in Madison County, Mississippi, to-wit:

A lot of land in Madison County, Mississippi, in the NW+ of NE+ of Section 29, Township 11 North, Range 3 East, measuring 210 feet east and west and 105 feet north and south; and more particularly described as beginning at a point in said NW+ of NE+ of Section 29, at or near the point of intersection of a plantation road with the south boundary line of said NW+ of NE+, of said Section 29, and run thence east along and with said boundary line 210 feet to a stake driven in said south boundary line of said NW+ of NE+ of said Section 29, and thence run north and parallel with the west boundary line of said NW+ of NE+ of said Section 29 for a distance of 105 feet to a stake, thence run west 210 feet to the east boundary of said road, and thence south along and with said road 105 feet to the point of beginning, and conveying a lot that is 210 feet wide east and west by 105 feet north and south. The said road is the west boundary of the lot here conveyed. AND

One-half acre of land, more or less, in the NW1 of NE1 of Section 29, Tornship 11 North, Range 3 East, being a lot 105 feet running north and south by 210 feet east and west, lying immediately south of and adjoining that certain one-half acre lot of land conveyed by Pearl Simmons to Robert Gowdy on the 31st of January, 1967 by deed recorded in record book of deeds No. 105 on Page 229 and 230. The boundaries of the lot there conveyed have been viewed and staked by the parties hereto.

Witness our signatures, this the 7th day of January, 1970.

Robert Robert Gowdy eloucise Heloise Gowdy

State of Mississippi County of MANNAL

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

Given under my hand and seal of office, this the . OS 64 P. 1920. of Notary

lly commission, express:

STATE OF ME SEEPTI, County of Medison: 15' 1, W. A. Sura, Clerk of the Charcery Count of said County, certify that the within instrument was filed for received on the Say of County, 1907a at 1:30 o'clock P.M. Sand tree full received on the Say of Say of 1909 Book No. 117 on Page 562 and use de recorded on the 20 day of Comments of hand and seal of office, this the 20

prull , D. C.

FOR A VALUABLE CONSIDERATION cash in hand raid the undersigned, the receipt of which is hereby acknowledged, we, FRESTON C. SMITH and LLONARD L. SMITH, do hereby convey and warrant unto LOUIS SMITH AND LILLLIE O. SMITH, husband and wife, the following described real property lying and being situated in Fadison County, Fississippi, ' to-wit:

NU! N'! less 11 acres evenly off the north end of Section 1, Township 11 North, Range 5 East.

Grantors warrants the above described land is no part of their homestead.

Grantees agee to pay the 1970 taxes.

WITNESS our signatures, this the 15th day of January, 1970.

STATE OF MISSISSIPPI

MADISON COUNTY

FERSONALLY appeared before me the undersigned authority in and for said county and state the within named FRESTON C SWITH and LECNARD L. SMITH, who each acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

CIVEN under my hand and official scal of office this the-15th dav.of January, 1970.

cormission expires 1-1-12

STATE OR MISSISSIPPI, County of Madison: To record in my office this 15 day of January 1990, at 3/50'clock from and was duly recorded on the 20 day of January 1960, Book No. 1/7 on Page 58 3 in my office. Witness my hand and scal of office, this the o of J. onu ary, 1950. W. A. SIMS, Clock

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200K 117 -00584 9

<sup>40</sup> 125

# VARRANTY DEED

FOR A VALUABLE CONSIDERATION cash in hand paid the undersigned, the receivt of which is hereby acknowledged, I, SADIE FAC BRAPCH, do hereby convey and warrant unto FOSE WILLIAMS and RUBY "MLLIAMS, husband and vife, with right of survivorship and not as tenants in common the following described real estate situated in the City of Canton, County of Fadison, State of Mississippi, to-nt.

Let Nine (5) of Block 'E' of Carroll Smith Addition to the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said Addition now on file in the Chancery Clerk's Office for Madison County, Mississippi, reference to said map or plat being here made in aid of and as a part of this description.

Granter is a widow.

Crantees agree to pay the 1970 taxes

'ITMESS my signature this the 15th day of January, 1970.

Sadie Mar Branch

STATE OF MISSISSIPPI

PADISON COUNTY

PERSONALLY ampeared before the undersigned authority in and for said county and state, the within named SADIE MAE BRANCH, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein rentioned as her act and deed

GIVEN under my hand and official seal, this the 15 day of ...

BY: Marie E. S

SEAL

My cormission expires: 1/1/72

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The same of the same
The de selections come of Madicans
TE OF MISSISSIPPI, County of Madison:
The state of the Changest Court of said County, certify that the within instrument was filed
LAV. A. Significant of the Charcery Court of said County, certify that the within Instrument was filed
The Court of the state of the s
1950 Book No. 117 on Page 584
able to de proportied on the 20 day of 200, 1950, Book No. 117 on Page 58
10 to the part and real of office, this the 20 of Ognifice, 1950
Winesa; my hand and seal of office, this the 20 of AV. A. SIMS/Cleric
A. Sims/Cleric
Children D. C.
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STATE OF MISSISSIPPI MADISON COUNTY 205K 117 MLE585 9

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In consideration of \$10.00, and other good and valuable considerations, receipt of which is hereby acknowledged, the under signed J.H. & LETHA FORTENBERRY, Husband and Wife, do hereby convey and warrant wito FAYE FORTENBERRY, the following described property in Madison County, Mississippi, to-wit:

Lot No. 14 of Oak Hills Subdivision, Part 2, same being a subdivision of the City of Canton, Madison County, Mississippi, according to plat on file in the office of the Chancery Clerk of said County.

There is excepted from the above property all interest in oil, gas and other minerals, as reserved in previous deed.

Taxes for the current year shall be paid as follows:

By Grantor None

By Grantee 111

witness the signature and seal of Grantor this, the 16th day of January 1970.

J. H. FORTENBERRY

Lettle Fortenberry

STATE OF MISSISSIPPI MADISON COUNTY

This day personally appeared before me, the undersigned authority in and for said County and State, the within named 1.7. Following and State, the within named that They signed and delivered the within and fortegoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, this 16 day of January)

Myslein C. Bourdenizanie

January 2/pin: 11/22/73

STATE OF MISSISSIPPI, County of Madison:

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

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

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

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1, W. A. Simsi, Clerk of the Chancery Court of said County, certify that the within instrument was filed to the county of said C

For a valuable consideration mot necessary here to mention, the receipt end sufficiency of which are hereby acknowledged, I, EMBL FHILLIPS, a widow, do hereby convey and warrant unto CIEVELAND PIPPINS, JR., and ANNIE ANIERSON FIFPINS as joint tenants with rights of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi,

A parcel of land located in the NM1 of SM1 of NE1 of Section 3, Township 7 North, Renge 1 East, Medison County, Mississippi, more particularly described as ENGENING at the southwest corner of NM1 of NE1 of said Section 3 and from said point of beginning run cast 165 feet to a point; thence south 219 feet to a point in the center line of a gravel rosd; thence wast along the center line of said rosd 171 feet to a point; thence north 262 feet to the point of beginning, containing 0.91 of an acre, more or less, as shown on plat attached hereto as exhibit "A" and made a part hereof. port hereof.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississappi.
- (2) M valorom taxes for the year 1970 which grantees assume and agree go pay by the acceptance of this conveyance.
- (3) Reservation and/or exception by grantor of all oil, gas, and minerals in and under the above described land.

WITNESS my signature this 16th day of January, 1970,

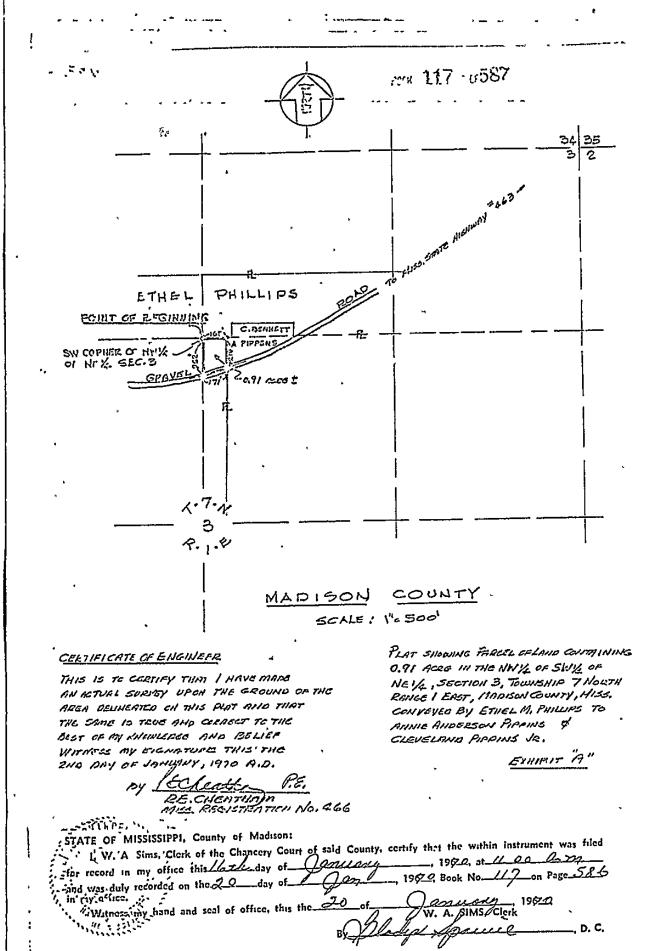
STATE OF MESSISSIPPI M/DISCH COUNTY

Personally appeared before me, a Notary Public in and for said County and State, the within named ETHEL FHILLIPS (ALSO KNOWN AS ETHEL M. HILLIPS) who enknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed.

Given under my hand and official seal this 16th day of Jan

(22리)

My commission expires:



WHEREAS, Ray Gibson Austin and Carry Sue Austin executed a deed of trust upon the hereinafter described property to Hermon Dean, Trustee, to secure Mrs. W. B. Maris for an indebtedness therein described, dated February 17, 1958, recorded in Lend Record Book 257 at Page 181 thereof in the Chancery Clork's Office for Medison County, Mississippi, and upon which indebtedness there is now unpaid and owing the sum of \$4,449.25; and

WHEREAS, there is no equity in the hereinafter described property over and above the aforesaid indebtedness; and

WHEREAS, the grantees herein are the present owners of the indebtedness decured by the aforesaid deed of trust:

NOW THREFORE, in consideration of the premises and the cancellation of the note and/or indebtedness secured by the aforesaid deed of trust, WE, RAY SISSON AUSTIN and CAREY/AUSTIN (also known as R. Gibson Austin and Carrie Suc Austin), husband and wife, do hereby convey and warrant specially unto RESSIE G. FAUGELY, MURIEL G. FERGUSON, MARTHA JANE MARIS, CHARLES WILLIAM MARIS, MARY LOUISE MARIS COOFER, and DRUSCILLA MARIS THOMPSON that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot 7 of Block "F" of MARIS TOWN ADDITION when described with reference to map or plat thereof 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.

WITHESS cur signatures this 17th day of January, 1970.

Ray Rifton Austin
Ray Gibson Austin
Caroy Sub Austin

STATE OF MISSISSIPPI MADISON COUNTY

Personally appeared before me, a Lotary Fublic in and for said County and State, the within named RAY CLESCE AUSTIN and CARET SUE AUSTIN, husband and wife, who asknowledged that they signed and delivered the foregoing instrument on the day and year theorem mantioned as their act and deed.

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Je Nolen Fanches
Notary Rulic
My completion expires: 9-28-71
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STATE OF MISSISSIFT County of Medicon:
A. Sims, Clarit of the Chancery Court of said County, certify that the within instrument was filed
for sales in my offer skip 17 days of
for recend in my chies this 17 day of January, 1990, at 10:40 o'clock a. M.,
and U. Sulfreetical on the of U day of 1800, 1900 Real No. 117 on Page 588
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V. A. Shir/Stark
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FASEMENT FOR A DEED

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County of Madison			INDEXED	40 1	,y 0
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Considerations, cash in ha	end paid t	o_the_undersigned.	the sufficience	·Y	
of which is hereby acknow	ledged, W	e the undersigned	, do hereby ba	rgin,	
scll	<u>.</u>				
Convey and warrant to a/k/	<del>Cleophir</del> General	Deliver - Toug	nces Hilliard aloo, Miss.		
the land described as A description	n for a 2	0' X 120' easemer	it of the sout	h side	
of Lot 9, Block C in M	-Taurin-T	orgaloo Heights	More Particus	lly	
Described as Follows	From the	NW Corner of lot	9, Block C in	the	
McLaurin Tougaloo Heigh	s Sub.n	Running South	55_ftto_point	_of	
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Form 512 HEDERMAN BROS., Jackson, Miss . DOUR 117 TABLE 590

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and		wife of s	rq		
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THE STATE OF	MISSISSIPPI, COUNTY OF.	Hinde			
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	Oliver Minor		<del></del>		
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whose name	1S subscribed thereto, s	ign and deliver the	same to the kal	d	LTO'M
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**CARSTON** 

FOR AND IN CONSIDERATION 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, we, the undersigned CARL R. MASON and wife, SARAH W. MASON, do hereby sell convey, and warrant unto F. W. ESTES, the following described land and property being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 160 feet on the West side of North Fourth Street in the Town of Flora, Madison County, Mississippi, and being more particularly described as from the NW Corner of the W½ of NE½, Section 17, T8N, RlW run thence East for 1106.0 feet more or less to the West ROW line of North Fourth Street, thence running South for 267½ feet along the West ROW line of said Street to the point of beginning of said lot or parcel of land to be described, and from said point of beginning run thence West for 150 feet to the SW Corner of lot being described, thence running North parallel to the West line of said street for 160 feet, thence running East for 150 feet to the West ROW line of said Fourth Street, thence running South for 160 feet to the point of beginning along the West ROW line of said Street, and containing in all 0.50 acres more or less, and all being situated in the NW½ NE½, Section 17, T8N, RlW, and being partly in the Town of Flora and partly outside of the West Boundary of said Town of Flora, Madison County, Mississippi.

Excepted from this warranty are the oil, gas and minerals on or under the described property.

This conveyance is subject to the applicable Zoning Ordinances of record, and 1969 Advalorem Taxes.

WITNESS OUR SIGNATURES this day of January, 1970.

Carl R. Mason

Sarah W. Mason

SARAH W. MASON

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the county aforesaid, CARL R. MASON and SARAH W. MASON, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this Zc day of January, 1970.

NOTARY PUBLIC

My commission expires:

11/16/13

•

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and INDEXED valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned THOMAS V. MASON and wife, ELIZABETH O. MASON, do hereby, sell convey, and warrant unto CARL R. MASON and wife, SARAH W. MASON, as joint tenants with right of survivorship and not as tenants in common, the following described land and property being situated in Madison County, Mississippi, to-wit:

(T) 1 2 3

A lot or parcel of land fronting 160 feet on the West side of North Fourth Street in the Town of Flora, Madison County, Mississippi, and being more particularly described as from the NU Corner of the W½ of NEZ, Section 17, T8N, RlW run thence East for 1106.0 feet more or less to the West ROW line of North Fourth Street, thence running South for 267% North Fourth Street, thence running South for 267% feet along the West ROW line of said Street to the point of beginning of said lot or parcel of land to be described, and from said point of beginning run thence West for 150 feet to the SW Corner of lot being described, thence running North parallel to the West line of said street for 160 feet, thence running East for 150 feet to the West ROW line of said Fourth Street, thence running South for 160 feet to the point of beginning along the West ROW line of said Street, and containing in all 0.50 acres more or less, and all being situated in the NW2 of NE2, Section 17, T8N, R1W, and being partly in the Town of Flora and partly outside of the West Boundary of said Town of Flora, Madison County, Mississippi.

Excepted from this warranty are the oil, gas and minerals on or under the described property

This conveyance is subject to the applicable Zoning Ordinances of record, and 1969 Advalorem Taxes. FITNESS OUR SIGNATURES this day of December, 1969.

obethom ason ELIZABÉTH O. MASON

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the county aforesaid, THOMAS V. MASON and ELIZABETH O. MASON, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this day of December, 1969.

Man Vision

My comment expres.

STATE OF MISSISSIPPI, County of Madison:

1. VI. A. Simp Clerk of the Chancery Court of said County, cortify that the within instrument was filed

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1. VI. A. Simp Clerk of the Chancery Court of said County, cortify the county of the county o

This Quil-Cicin Deed, Executed this 15th day of January

. A D 1970 by

MID-STATE HOMES, INC. , and having its principal place of

a corporation existing under the laws of Tampa, Florida . and having business at 1500 N. Dale Habry Hwy. [irst party, to Tra Chambers and Louella Chambers, his wife (A/K/A Ivory)

whose postoffice address is 412 N. Johnson Street Canton, Mississippi

second partyty,

43.

417 (Wherever used herein the terms. Lirst party" and "second party" shall include inceular and plural heirs least representatives and assigns of individuals, and the successors and ossigns of corporations wherever the context as admits or requires.)

in hand paid by the said second perty, the receipt whereof is hereby acknowledged, does hereby remise release and quit claim unto the said second party soreover, all the right, title, interest, claim and demand which the said sirest party has in and to the following described lot, piece or parcel of land situate, lying and being in the County of Madison State of Mississippi. To wit

Lot #1 in Block B of Frank Lutz Sub Division #2 as shown by plat thereof on file in Chancery Clerks Office in Canton, Mississippi, and recorded in Plat Book #3 Page #59.

Less and except any road right of ways. Grantor does not assume any liability for unpaid taxes.

To Have and to Hold the same together with all and singular the appurtenances thereunio belonging, or in anywise appertaining, and all the estate, right, title, interest lien, equity and claim whatsoepers of the said first party, either in law or equity, to the only proper use, benefit and behow of the said

second party forever.

In Wilness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year, first above MID-STATE HOMES

Childen Secretary

Madrus

STATE OF Florida COUNTY OF Hillsborough

officer duly authorized in the State and County aforesaid to take acknowledgment I HEREBY CERTIFY that on this day, before

enally appeared O. C. King A. F. Saraw in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and columnarily under authority duly seried in them by said corporation and that the seal affixed thereto is the frue corporate seal of said corporation dy of January authority duly vested in them by said corporation and that the last aforeign thus 15th WITNESS any hand and official real in the County and State last aforeign thus 15th

This Instrument prepared by Addness

James W. Kynes Fanni 1500 N. Dale Majory Hyki Tampa, Florida Michael

in my office. Wifness my hand and seal of office, this the 20 of

(January, 1960. W.J.A. STYS, Gerk

., D. C.

(0. 148

## MARRANTY DEED

FOR A VALUABLE CONSIDERATION cash in hand paid the undersigned, the receipt of which is hereby acknowledged, I, LOUISA O. MILSON, ac hereby convey and warrant unto SALLIE HOWARD the following PUDEAE), described land lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land fronting 126.7 feet on the south side of a road, containing 1 acre rore or less, lying and being situated in the W! NW! of Section 26, Township 11 North, Range 4 East, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point on the south line of a public road (said point being 1732 feet north of and 275 feet east of the SW corner of the RW of said Section 26), and run south for 326.4 feet to a point; thence ast for 116.4 feet to a point; thence north for 376.4 feet to a point on the south line of said bublic road; thence southwesterly along the south line of said road for 126.7 feet to the point of beginning.

The above land is no part of grantor's horestead. Grantee agrees to pay the 1970 taxes.

WITNESS my signature this the 19 day of January, 1970

STATE OF PISSISSIPPI MADISON COUNTY

PERSONALLY appeared before re, the undersigned authority in and for said county and state, the "ithin named LOUISA O. "MISCK, who acknowledged that she signed and delivered the foregoing instruent as her act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 19 day of y commission expires <u>/-/- 72</u>

STATE OF MUSSISSIPPI, County of Madison:

1, M. A. Simi, Cler's of the Chancery Court of said County, certify that the within instrument was filed for related in my edited thin 19 day of January, 19370 at 0.20 o'clock A.M., and and early recorded on the 20 day of January, 1900, Book No. 117 on Page 516 in the critical state and seed of office, this the 20 of January, 1900

7. A. Stylicary, 1900

Ý.

# COOK 117 MGE 597 VARRANTY DEED

10 109

FOR AND IN CONSIDERATION 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, we, the undersigned WILLIAM MICKEY AGEE and wife MARY WILSON AGEE, do hereby sell, convey, and warrant unto HAL F. GOBER and wife, NELL W. GOBER, as joint tenants with right of survivorship and not as thenats in common, the following described land and property being situated in Madison County, Mississippi, topwit:

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Lot Three (3), Block Eleven (11), Allen's Addition to the Town of Flora, Madison County, Mississippi, when described with reference to map of Flora, made in 1909 by Surveyor, H. R. Covington, said map being on file in the Chancery Clerk's Office for said County and reference to said map is here made in aid of and as part of this description.

Grantees assume and agree to pay that certain indebtedness to Reid McGee, evidenced by instrument dated August 5, 1965, and recorded in Book 329, at Page 516, assigned to Protective Life in Book 332, Page 2, of the Madison County Records.

This conveyance is also subject to the protective covenants and zoning ordinances of record.

WITNESS OUR SIGNATURES this 15 day of January, 1970.

WILLIAM MICKEY AGEE

MARY WILSON AGEE

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the county aforesaid WILLIAM MICKEY AGEE and MARY WILSON AGEE, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this Zs day of January, 1970.

NOTARY PUBLIC

Mysicommission expires:

STATE OF NJSSISSIPPI, County of Madison:

State OF NJSSISSIPPI, County o