

Bank 119 page 501  
(22)

NO. 2075

QUITCLAIM DEED

INDEXED

For a valuable consideration not necessary hereto mention, the receipt and sufficiency of which are hereby acknowledged, I, CAROLYN ARBUTHNOT PEARL, do hereby release, convey and quitclaim unto JESSIE BANKS all of my right, title and interest in and to the following described land lying and being situated in Madison County, Mississippi, to-wit:

W 1/2 of NW 1/4 of SW 1/4 of Section 6, Township 8 North, Range 4 East, LESS AND EXCEPT 2 acres, more or less conveyed to Jessie James Harris, et ux., by instrument recorded in Book 113 Page 112.

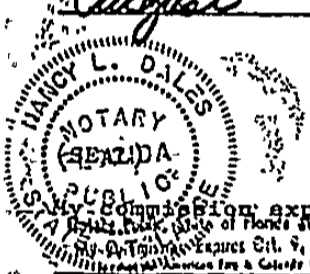
WITNESS my signature this the 29th day of July, 1970.

Carolyn Arbuthnot Pearl  
Carolyn Arbuthnot Pearl

STATE OF FLORIDA  
COUNTY OF Marion

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

Given under my hand and official seal this the 4th day of August, 1970.



Nancy L. Dales  
Notary Public

STATE OF MISSISSIPPI, County of Madison:  
I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 20 day of August, 1970, at 8:30 o'clock A. M., and was duly recorded on the 25 day of Aug., 1970, Book No. 119 on Page 501 in my office.  
Witness my hand and seal of office, this the 25 of August, 1970.  
W. A. SIMS, Clerk  
By Glady's [Signature], D. C.

QUIT CLAIM DEED

INDEXED

STATE OF MISSISSIPPI  
COUNTY OF MADISON

For and in consideration of a conveyance for Tri-County Academy, Inc. of a parcel of land to be conveyed and particularly described and containing 1.50 acres, more or less, I, D. B. McCAA, Director of the State Highway Commission of Mississippi, having been duly authorized by an Order of said Commission as the same appears in Minute Book 96, page 1007 of said Commission, do hereby convey and quit claim unto Tri-County Academy, Inc., Madison County, Mississippi, the following described land, to wit:

Commencing at an iron pin marking the intersection of the West line of the Northeast 1/4 of the Southeast 1/4 of Section 8, Township 8 North, Range 1 West, with the North line of County gravel road running along the North Corporate line of the Town of Flora, said point being approximately 588.06 feet South of the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 8, and being the point of beginning of the land herein conveyed; run thence East along the North line of said gravel road 125 feet; thence North at right angles to said road 175 feet; thence West parallel with said road 125 feet; thence South along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 8, 175 feet and the point of beginning, containing 0.50 acres, more or less, and begin situated in the Northeast 1/4 of the Southeast 1/4 of Section 8, Township 8 North, Range 1 West, Madison County, Mississippi.

And for the same consideration we convey and quit claim to the grantee herein, all our right, title and interest in and to that strip of land lying between the South line of the above described Parcel and the centerline of said County gravel road.

WITNESS my signature this 12 day of June, A. D., 1970.

STATE HIGHWAY COMMISSION OF MISSISSIPPI

[Signature]  
D. B. McCAA, DIRECTOR

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, the above named D. B. McCAA, Director of the Mississippi State Highway Department, who, pursuant to Order in Minute Book 96, Page 1007, of said Commission, acknowledged that he signed and delivered the foregoing instrument as and for the act and deed of said Commission on the day and year therein mentioned.

Given under my hand and official seal this the 12<sup>th</sup> day of June, A. D., 1970.

[Signature]  
SECRETARY,  
MISSISSIPPI STATE HIGHWAY COMMISSION  
EX-OFFICIO NOTARY PUBLIC UNDER CHAPTER 322

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11 day of August, 1970, at 8:40 o'clock A. M., and was duly recorded on the 18 day of August, 1970, Book No. 119 on Page 502 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.

By [Signature] W. A. SIMS, Clerk D. C.

WARRANTY DEED

BOOK 119 PAGE 503

NO. 1970

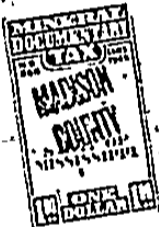
STATE OF MISSISSIPPI  
COUNTY OF MADISON

INDEXED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid to the undersigned by the Grantees, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, we the undersigned, SHERMAN R. POWELL, HOLLIS ASTER POWELL, LUCILLE POWELL WILLIAMS, TWIN LEE POWELL, ABRAHAM POWELL, WILLIE MARTEE POWELL YOUNG, ALBERTA MARY POWELL HILLIARD and ALBERT POWELL, sole and only heirs of Albert Powell, Deceased, except for Julia Velma Powell Jones, who assigned by Warranty Deed dated January 15, 1966 (recorded in Book 101, at Page 403) all her right, title and interest in and to the hereinafter described lands to Twin Lee Powell, do hereby grant, sell, convey and warrant to ROBERT W. TYSON and wife, NADIA A. TYSON, as tenants by the entirety with right of survivorship and not as tenants in common, the following described lands in Madison County, Mississippi, to-wit:

TOWNSHIP 7 NORTH, RANGE 1 EAST

Section 21: The South Half of the Northwest Quarter of the Northwest Quarter (S $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$ ), containing 20 acres, more or less.



The above described lands being no part of any of

our homestead.

This instrument may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors and assigns.

WITNESS OUR SIGNATURES, this the 7th day of

August, 1970.

Sherman R. Powell  
SHERMAN R. POWELL

Hollis Aster Powell  
HOLLIS ASTER POWELL

Lucille Powell Williams  
LUCILLE POWELL WILLIAMS  
*Lucille B.M. Powell Williams*

Twin Lee Powell  
TWIN LEE POWELL

BOOK 119 PAGE 504

Abraham Powell  
ABRAHAM POWELL  
Willie Martell Powell young  
Willie M Powell young  
WILLIE MARTEE POWELL YOUNG  
Alberta Mary Powell Hilliard  
Alberta Mary Powell Hilliard  
ALBERTA MARY POWELL HILLIARD

ALBERT POWELL

STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid County and State, the within named SHERMAN R. POWELL, HOLLIS ASTER POWELL, LUCILLE POWELL WILLIAMS, TWIN LEE POWELL, ABRAHAM POWELL, WILLIE MARTEE POWELL YOUNG, and ALBERTA MARY POWELL HILLIARD, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, and for the purposes therein stated.

GIVEN UNDER MY HAND AND SEAL, this the 8<sup>th</sup> day of

August, 1970  
My Commission Expires: April 22, 1972

William Castillo  
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

PERSONALLY appeared before me the undersigned authority in and for the aforesaid County and State, the within named ALBERT POWELL, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, and for the purposes therein stated.

GIVEN UNDER MY HAND AND SEAL, this the \_\_\_\_\_ day of

August, 1970.

My Commission Expires:

\_\_\_\_\_  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 11 day of August, 1970, at 8:45 o'clock A.M., and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 503 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

W. A. Sims, Clerk  
W. A. Sims, D. C.

BOOK 119 PAGE 505  
WARRANTY DEED

INDEXED

NO 1971

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, we, ARTHUR A. PHILLIPS and wife, GERALDINE WARD PHILLIPS, do hereby sell, convey and warrant unto A. H. HARKINS the following described land and property lying and being situated in Madison County, State of Mississippi, being more particularly described as follows, to-wit:

Lot One (1), Stevens Addition of Madison, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 4 at Page 11, reference to which is hereby made in aid of and as a part of this description.

Taxes for the year 1970 are prorated between Grantors and Grantee as of July 31, 1970.

This conveyance is made subject to restrictive and protective covenants of record in Book 268 at Page 107 thereof.

There is expressly excepted from the warranty hereof one-half (1/2) minerals reserved by predecessors in title, as evidenced by Warranty Deed in Book 59 at Page 153 thereof.

WITNESS OUR SIGNATURES this the 27<sup>th</sup> day of July, 1970.

Arthur A. Phillips  
ARTHUR A. PHILLIPS

Geraldine Ward Phillips  
GERALDINE WARD PHILLIPS

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ARTHUR A. PHILLIPS and wife, GERALDINE WARD PHILLIPS, each of whom acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and in

BOOK 119 PAGE 508

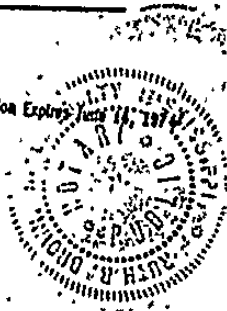
the year therein mentioned.

Given under my hand and official seal of office, this the 27<sup>th</sup> day of July, 1970.

Ruth R. Brown  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 14, 1974



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record by my office this 11 day of August, 1980 at 9:00 o'clock A. M., and was duly recorded on the 18 day of August, 1980, Book No. 119 on Page 505 in my office.

Witness my hand and seal of office, this the 18 of August, 1980

By W. A. Sims, Clerk, D. C.

STATE OF MISSISSIPPI,  
MADISON COUNTY.

INDEXED

In consideration of \$1.00, and other good and valuable considerations duly had and received and hereby acknowledged from HURTYGINE ROUSER HARPER, I convey and warrant unto her the following described acre of land in the Northeast Corner of the Southeast Quarter of the Northwest Quarter of Section 15, Township 7 North, Range 1 East, Madison County, Mississippi, less and except all oil, gas and mineral rights, to-wit:

Beginning at a stake at the NE Corner of SE 1/4 NW 1/4 of said Section on the South line of the public road to Madison, run West 20 feet to point of beginning of the acre being hereby conveyed; and from said point of beginning run West along South line of said road 208.75 feet to a stake; thence South parallel to East line of SE 1/4 NW 1/4 208.75 feet to a stake; thence East at a right angle 208.75 feet to a stake 20 feet from East line of said subdivision; thence North 208.75 feet to point of beginning.

This one acre is bounded on the North by the public road and on the East by a 20-foot private road, and on the West and South by other lands owned by me.

This, August 11, 1970.

Lucius Rouser  
LUCIUS ROUSER

STATE OF MISSISSIPPI,  
MADISON COUNTY.

THIS DAY personally appeared before me, the undersigned authority in and for the above County and State, LUCIUS ROUSER, widower, who acknowledged that he executed and delivered the foregoing instrument on the date thereof as his voluntary act and deed.

WITNESS MY SIGNATURE AND SEAL of office, this August 11, 1970.

W. A. Sims, Ch. Clerk  
By Ruby T. Sims, D. C.

MY COMMISSION EXPIRES: 1-1-72

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11 day of August, 1970, at 11:30 o'clock A. M., and was duly recorded on the 18 day of August, 1970, Book No. 119 on Page 507 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.

By Glady's [Signature], W. A. SIMS, Clerk, D. C.

NO. 1981

WARRANTY DEED

INDEXED

For and in consideration of Eleven Thousand (\$11,000.00) Dollars the receipt and sufficiency of which are hereby acknowledged, we, JOHN H. STONE and wife, LOTTIE B. STONE, do hereby convey and warrant unto H. L. McCRORY the following described land lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 129.0 feet on the west side of U. S. 51 Highway and being more particularly described as beginning at the southeast corner of that certain lot conveyed to John H. Stone and Lottie B. Stone by R. N. Gann by deed recorded in Book 87 at Page 405 (said point of beginning being also described as being 950.0 feet measured North 17° 50' East along the west right-of-way line of said Highway from its intersection with the south right-of-way line of Frey's Lane), and from said point of beginning run thence North 72° 50' West 104.3 feet to a fence corner, thence run North 17° 50' East along said fence 129 feet, thence run South 72° 50' East 104.3 feet to a point on the west margin of said Highway 51, thence run South 17° 50' West along said highway 129 feet to the point of beginning, and all being situated in the SE¼ of NW¼ of Section 18, Township 9 North, Range 3 East.

Taxes for 1970 will be paid 7/12ths by grantors and 5/12ths by grantee.

WITNESS our signatures this the 11th day of August, 1970.

John H. Stone  
John H. Stone

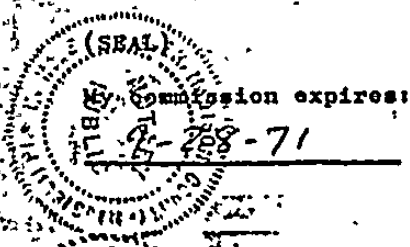
Lottie B. Stone  
Lottie B. Stone

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named JOHN H. STONE and LOTTIE B. STONE, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 11 day of August, 1970.

H. Nolan Tancher  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 11th day of August, 1970, at 1:30 o'clock P.M., and was duly recorded on the 18 day of August, 1970, Book No. 119 on Page 508 in my office.

Witness my hand and seal of office, this the 18 of August, 1970:

By W. A. SIMS, Clerk  
Blaise Spawell, D. C.



STATE OF MISSISSIPPI,  
MADISON COUNTY.

BOOK 119 PAGE 509

NO 1982

INDEXED

In consideration of TEN DOLLARS (\$10.00), and other good and valuable considerations, duly had and received from WILLIE JOHNSON and GEORGIA JOHNSON, husband and wife, receipt of which is hereby acknowledged, I hereby convey and warrant unto them, not as tenants in common, but as joint tenants with right of survivorship, that small parcel of land in Section 36, Township 10 North, Range 2 East, described as follows:

Bounded on the West by property of Grantees as sold to them by deed of October 28, 1968, recorded in Book 113, Page 387, of the land records of Madison County, Mississippi; on the East by the West line of that property sold by me on February 14, 1967, by deed recorded in Book 109, Page 168, of the aforesaid records; and on the South by the North line of State Highway # 16, said South line being 46 feet in length more or less, the parcel hereby conveyed being triangular in shape.

Minerals owned by others excepted.

This, August 11, 1970.

*Walter Nichols SR*  
WALTER NICHOLS, SR.

STATE OF MISSISSIPPI,  
MADISON COUNTY.

THIS DAY personally appeared before me, the undersigned authority in and for the above County and State, WALTER NICHOLS, SR., widower, who acknowledged that he executed and delivered the foregoing instrument on the date thereof as his voluntary act and deed.

WITNESS MY SIGNATURE AND SEAL of office, this August 11th, 1970.

*H. A. Sims Chon. Clerk*  
*by Gladys Spruill, Jr.*

MY COMMISSION EXPIRES: 1-1-72

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11th day of August, 1970, at 3:45 o'clock P.M., and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 509 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

W. A. SIMS, Clerk.

By *Gladys Spruill*, D. C.

119 510

WARRANTY DEED

NO. 1993

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars cash in hand paid us and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, J. C. HARRIS and LUCILLE B. HARRIS, Grantors do hereby convey and forever warrant unto, JOHN B. DIXON, JR., Grantee the following described property lying and being situated in the Town of Ridgeland, Madison County, Mississippi, to-wit:

A parcel of land lying and being situated in the Town of Ridgeland, Madison County, Mississippi, and more particularly described as follows:

From a point on the West line of Lot 5 of Block 27 of Highland Colony which is 300 feet North of the Southwest corner of said Lot 5, proceed East along the South margin of the street conveyed by right-of-way deed recorded in Book 68 at page 259 a distance of 520 feet to a point which is the point of beginning; thence proceed South from said point of beginning a distance of 150 feet on a line parallel to the West line of Lot 5; thence proceed East a distance of 120 feet on a line parallel to the South line of said Lot 5; thence proceed North along a line parallel to the East line of said Lot 5 a distance of 150 feet to the South boundary of the street; thence proceed West along the South boundary of said street to the point of beginning; all of said parcel being located in the South half ( $S\frac{1}{2}$ ) of Lot 5, Block 27, Highland Colony according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi in Plat Book 1 at page 6 thereof.

SUBJECT only to the following, to-wit:

1. Town of Ridgeland, County of Madison and State of Mississippi ad valorem taxes for the year 1970.

BOOK 119 PAGE 511

2. Town of Ridgeland Zoning Ordinance.

WITNESS OUR SIGNATURES on this the 30<sup>th</sup> day of  
June, 1970.

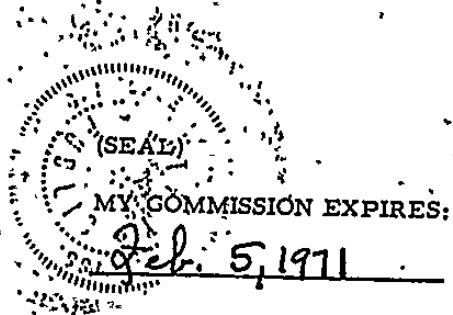
J. C. Harris  
J. C. Harris  
Lucille B. Harris  
Lucille B. Harris

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned  
authority in and for the jurisdiction above mentioned, J. C.  
HARRIS and LUCILLE B. HARRIS, 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  
11<sup>th</sup> day of ~~June~~ <sup>August</sup>, 1970.

[Signature]  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
for record in my office this 11 day of August, 1970, at 2:45 o'clock P.M.,  
and was duly recorded on the 18 day of August, 1970, Book No. 119 on Page 510  
in my office.

Witness my hand and seal of office, this the 18 of August, 1970

W. A. SIMS, Clerk  
By Gladys Spence, D. C.

10. 1984

BOOK 119 PAGE 512

WARRANTY DEED

INDEXED

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, JOHN B. DIXON, JR., Grantor do hereby convey and forever warrant unto, JOHN B. DIXON, SR., Grantee the following described property lying and being situated in the Town of Ridgeland, Madison County, Mississippi, to-wit:

A parcel of land lying and being situated in the Town of Ridgeland, Madison County, Mississippi, and more particularly described as follows:

From a point on the West line of Lot 5 of Block 27 of Highland Colony which is 300 feet North of the Southwest corner of said Lot 5, proceed East along the South margin of the street conveyed by right-of-way deed recorded in Book 68 at page 259 a distance of 445 feet to a point which is the point of beginning; thence proceed South from said point of beginning a distance of 150 feet on a line parallel to the West line of Lot 5; thence proceed East a distance of 95 feet on a line parallel to the South line of said Lot 5; thence proceed North along a line parallel to the East line of said Lot 5 a distance of 150 feet to the South boundary of the street; thence proceed West along the South boundary of said street to the point of beginning; all of said parcel being located in the South half (S $\frac{1}{2}$ ) of Lot 5, Block 27, Highland Colony according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book 1 at page 6 thereof.

SUBJECT only to the following, to-wit:

1. Town of Ridgeland, County of Madison and State of Mississippi ad valorem taxes for the year 1970.

BOOK 119 PAGE 512

2. Town of Ridgeland Zoning Ordinance.

WITNESS MY SIGNATURE on this the 30<sup>th</sup> day of  
June, 1970.

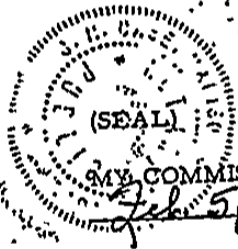
John B. Dixon, Jr.  
John B. Dixon, Jr.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

11<sup>th</sup> GIVEN UNDER MY HAND and official seal on this the  
day of ~~June~~ <sup>AUGUST</sup>, 1970.

W. A. Sims  
Notary Public



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 11 day of August, 1970, at 3:45 o'clock P. M.,  
and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 512  
in my office.

Witness my hand and seal of office, this the 18 of August, 1970.

W. A. SIMS, Clerk  
By Gladys Spencer, D. C.

WARRANTY DEED

INDEXED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we, C. F. Heidelberg, Jr. and D. C. Latimer, Grantors, do hereby convey and warrant unto North East Land Corp., a Mississippi corporation, an undivided 80% interest in and to the following described land lying and being in the County of Madison and State of Mississippi, to-wit:

E $\frac{1}{2}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  and NE $\frac{1}{4}$  less and except 4 acres on the South end of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 21; and all of that part of the NW $\frac{1}{4}$  lying West of the Canton and Jackson Road, in Section 22; all in Township 7 North, Range 2 East.

The unpaid balance of the purchase money is secured by a second deed of trust of even date herewith in the principal amount of \$130,400.00 together with interest on the unpaid balance at the rate of 7% per annum, which indebtedness secured thereby matures July 17, 1982 and a vendor's lien is hereby expressly retained by the Grantors to secure the payment of such indebtedness.

This conveyance is made subject to rights-of-way for public roads existing and easements for electric circuit across a portion of the above described land, by virtue of deeds recorded in Book 7 at Pages 136 and 139 of the records of the Chancery Clerk of Madison County, Mississippi, and also subject to an 80% proportionate interest in the following:

- (1) Prior sale or reservation of record of an undivided  $\frac{3}{4}$  interest in the minerals under that part of the S $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 22, Township 7 North, Range 2 East, that lies West of the Canton and Jackson Road.
- (2) Prior sale or reservation of record of an undivided  $\frac{7}{8}$  interest in the minerals under the S $\frac{1}{2}$  NE $\frac{1}{4}$  less 10 acres off of the West side and less 4 acres on the South side of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 21, Township 7 North, Range 2 East.

This Warranty Deed is expressly made subject to that certain deed of trust heretofore executed by Grantors and George F. Woodliff under date of December 22, 1964, covering the above described land, in the original principal amount of \$200,000.00, on which there is presently a balance owing in the principal amount of \$80,000.00, plus unpaid interest thereon, 80% of which principal balance and unpaid interest thereon the Grantee by the acceptance hereof hereby assumes and agrees to pay when and as such becomes due and payable.

Ad valorem taxes for the year 1970 shall be prorated between Grantors and Grantee as of the 17th day of July, 1970 but taxes for all subsequent years are assumed by Grantee.

WITNESS the signatures of the Grantors on this the 11 day of August, 1970.

C. F. Heidelberg, Jr.  
C. F. HEIDELBERG, JR.

D. C. Latimer  
D. C. LATIMER

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named C. F. HEIDELBERG, JR. and D. C. LATIMER, who acknowledged that they signed and delivered the aforementioned instrument on the day and year therein mentioned.

GIVEN under my hand and official seal this the 11<sup>th</sup> day of August, 1970.

Melvin B. Bryant  
NOTARY PUBLIC

My Commission Expires:  
May 20, 1974

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 12 day of August, 1970, at 8:40 o'clock A.M., and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 514 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

W. A. SIMS, Clerk  
By Gladys Spruill, D. C.

BOOK 119 PAGE 516

WARRANTY DEED

NO. 1991

INDEXED

FOR and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other valuable considerations, receipt of all of which is hereby acknowledged, PIEDMONT, INC., a Mississippi corporation, does hereby sell, convey and warrant unto JERRY P. WARD and FAY W. WARD, husband and wife, as joint tenants with the full right of survivorship, and not as tenants in common, the following described land and property situated in Madison County, Mississippi, to-wit:

A certain parcel of land which is more particularly described in Exhibit "A" attached hereto and made a part hereof just as though copied herein in full in words and figures, and which said parcel of land shall hereinafter sometimes be referred to as Lot 217 of Lake Lorman, Part 8, for purposes of reference and identification.

There is excepted from this conveyance and from the warranty hereof all oil, gas and other minerals lying in, on and under said property.

The Grantor does hereby grant unto the said Grantees, and unto Grantees successors in title a non-exclusive, perpetual and irrevocable easement over and across those certain areas forty feet in width designated "reserved for private drive" on the plats of those subdivisions known as Lake Lorman, Part 1 to 5, each inclusive, recorded in the office of the Chancery Clerk of Madison County, Mississippi, for purposes of ingress and egress to the public roads at the extremity of said private drives, this conveyance being made subject to the provisions of a certain covenant between Piedmont, Inc. and Madison County, Mississippi, relative to said private drives recorded in Deed Book 305



at Page 348 in the office of the Chancery Clerk of Madison County, Mississippi.

Grantor does hereby grant and convey unto the said Grantees, and unto Grantees successors in title a non-exclusive, perpetual and irrevocable easement for the use of the surface of Lake Lorman situated in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating, swimming and water sports, but subject to the terms, conditions and covenants contained in a certain instrument executed by Piedmont, Inc., recorded in Deed Book 315 at Page 431 in said Chancery Clerk's office.

Grantor does hereby grant and convey to said Grantees and unto Grantees successors in title a non-exclusive perpetual and irrevocable easement for the use of the surface of that body of water known as "Little Lake Lorman" also situated in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating and swimming (but not for water skiing), subject to the covenants and restrictions hereinafter set out as to the use of said "Little Lake Lorman" and any other rules and regulations placed thereon by the Board of Governors of Lake Lorman as said Board is constituted under the provisions of the aforementioned instrument recorded in Deed Book 315 at Page 431 thereof in said Chancery Clerk's office.

The following protective covenants shall apply to the herein conveyed parcel of land, shall run with the land and shall be binding on all persons owning said lot from this date until May 1, 1983, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in Lake Lorman, Parts 1 to 5 inclusive, (being subdivisions of lands in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi) and a majority of the then owners of separate parcels of land which have been deeded to others by Piedmont, Inc., in said sections, having a frontage on "Little Lake Lorman" and being unofficially referred to as Lake Lorman Lots 159 to 196, inclusive, in

deeds from Piedmont, Inc., to various grantees, has been recorded, agreeing to change said covenants in whole or in part, or to revoke the same entirely:

1. Said Parcel shall be known and described as a residential lot, and no building shall be erected, placed, altered, or permitted to remain on any such residential lot other than one residential building meeting the specifications hereinafter set out, and not more than one residence shall be permitted on any lot at any one time.

2. No dwelling shall exceed two stories in height. No dwelling shall be permitted on any residential lot, the ground floor area of which dwelling, exclusive of one story open porches, shall be less than 900 square feet. Any private garage shall be attached to the dwelling.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No shack, barn or other outbuilding shall be erected on any residential lot. No trailer other than a boat trailer shall be placed or maintained on any lot. Fences shall be of metal construction and shall be of the type generally known as "chain link" fence.

5. No residential lot shall be re-subdivided. However, nothing herein contained shall prevent the owner of two adjoining lots or the owner of one whole lot and a portion of an adjoining lot from treating the combined area so owned as one building lot, in which event the set back lines for building purposes shall be construed and interpreted to apply to the outside lines of the combined area and not to the line which is common to both lots.

5-a. No animal shall be kept either permanently or temporarily on the hereinabove conveyed property, with the exception of household pets.

6. No building shall be located on any residential lot nearer than 50 feet to the front lot line nor nearer than 10 feet to any side lot line; provided, however, that this covenant shall not be construed so as to permit any portion of a building on a lot to encroach upon another lot except in cases where two adjoining lots or one whole lot and a portion of an adjoining lot are owned by one person (or by one person and his or her spouse) and there is only one residence constructed on the

combined area thus owned in both lots. But nothing herein contained or contracted in covenant 5 above shall be so construed as to permit a part of a lot as originally conveyed by Piedmont, Inc. to be used alone as a lot separate and apart from an adjoining full lot. The words "front lot line" as used in these restrictive covenants shall be construed to mean the lot line abutting a roadway or street and all residences shall be so constructed as to front or face the roadway or street abutting said lot.

7. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

8. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

9. All residences constructed on said lot shall be of brick veneer finish or of frame construction with either wood or asbestos siding on the outside. All houses having outside finishes of wood shall have all wooden surfaces neatly painted with at least two coats of paint.

10. Grantee shall be bound by the following rules and regulations affecting the use of said Little Lake Lorman and the lot hereby conveyed:

A. No firearms of any kind shall be discharged or fired from any boat or by anyone across said body of water, or into said body of water on any lot.

B. No boat of any kind owned by any person other than the owner of one of the conveyed lots shall at any time be allowed on Little Lake Lorman.

C. The body of water known as Little Lake Lorman shall be governed and controlled by the Board of Governors of Lake Lorman elected and constituted as set forth in the instrument executed by Piedmont, Inc., and recorded in Book 315 at Page 431 in the office of the Chancery Clerk of Madison County, Mississippi.

D. The Owner of this lot shall annually pay to the Board of Governors a maintenance charge in an amount not to exceed \$50.00 per lot per year for the purpose of creating a fund to be known as "Lake Lorman Maintenance Fund", which fund shall be a trust fund to be used for any purpose which in the sole discretion of said Board shall be determined beneficial to the lot

Owners easement rights in either Lake Lorman or Little Lake Lorman which purposes shall include but not be limited to the upkeep and maintenance of these forty foot private easements for ingress and egress shown on plats of Lake Lorman subdivision, Part 1 to 5 inclusive and the other easement for ingress and egress appurtenant to any lot conveyed by Piedmont, Inc., in either Sec. 5 or 6, Township 7 N. Range 1 E, Madison County, Mississippi.

E. No lot shall be sold or conveyed to anyone unless the prospective purchaser shall have first been passed on and approved by the Board of Governors of Lake Lorman as being a desirable person to have as a member of the group of lot owners using Little Lake Lorman. Nor shall any owner of any of said lots lease or rent the same to any tenant or lessee until such tenant or lessee has been approved by said Board of Governors as being a desirable person to have in occupancy of said property.

F. No alcoholic beverages shall be kept in or transported in any boat on Little Lake Lorman nor shall any intoxicating beverages be drunk by any person while using said lake for boating, swimming, fishing or for any other purpose.

G. The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out with reference to activities on the lake, which rules in the opinion of the Board of Governors shall add to the beneficial use of Little Lake Lorman and contribute to the safety and beauty of the lake.

H. Little Lake Lorman shall not be used for water skiing.

11. Any and all septic tanks installed on said lot shall be installed in accordance with the rules and requirements of the Mississippi State Board of Health regarding septic tanks, and shall not be put into use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.

12. No garbage, refuse or trash of any kind shall at any time be dumped on or deposited in Little Lake Lorman.

13. All owners of lots shall at all times keep the grass on said lots neatly cut and shall keep said lots free of weeds, litter and rubbish of all kinds.

14. No improvements of any kind shall be erected or the erection thereof begun, or changes made in the exterior design thereof after original construction on a lot, until plans and specifications according to which construction or alteration will be made have been submitted to and approved in writing by the aforementioned Board of Governors.

15. No guest or invitee of any lot owner shall use Little Lake Lorman for fishing, boating, swimming, or any other purpose unless accompanied by the lot owner whose guest or invitee he is.

16. The lot hereby conveyed shall be so owned that the record title to said lots will be vested in one individual person, or in two persons, if those persons are husband and wife. No corporation partnership, association or club shall become vested with title to or rent any of said lots. In those instances where a person purchasing a lot elects to have title vested in the spouse of the purchaser, title may be held by a husband and wife as either tenants in common or as joint tenants with the full right of survivorship.

Grantees assume and agree to pay the ad valorem taxes for the current year.

WITNESS THE SIGNATURE AND SEAL OF PIEDMONT, INC., by its duly authorized officer, this, the 12 day of August 19 70.

PIEDMONT, INC

By M. A. Lewis, Jr.  
Secretary

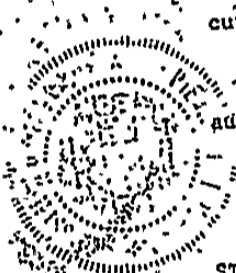
STATE OF MISSISSIPPI  
COUNTY OF HINDS:::

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named M. A. Lewis, Jr. who acknowledged to me that he is Secretary of Piedmont, Inc. and that, for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, he having been first duly authorized so to do.

Given under my hand and official seal this, the 12<sup>th</sup> day of August 1970.

Mertha Lindsey May  
Notary Public

commission expires Jan 17, 1972



Lot 217, Lake Lorman, Part 8

EXHIBIT "A"

BOOK 119 PAGE 522

A certain parcel of land being situated in Section 6, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Beginning at the northeast corner of Lot 155, Lake Lorman, Part 5 and run North 3 degrees 23 minutes 30 seconds East, 40 feet; thence North 86 degrees 36 minutes 30 seconds West, 666 feet; thence South 61 degrees 39 minutes West, 380.29 feet to the point of beginning of the land described herein; thence North 2 degrees 37 minutes East, 115.0 feet; thence South 74 degrees 45 minutes 30 seconds West, 198.2 feet; thence South 1 degree 11 minutes East, 136.74 feet to the beginning of a curva to the left of 12.22 foot radius; thence southeasterly along said curva to the left for a distance of 24.99 feet to the end of said curva; thence North 61 degrees 39 minutes East, 186.2 feet to the point of beginning.

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 12 day of August, 1980, at 9:00 o'clock A.M., and was duly recorded on the 18 day of Aug., 1980, Book No. 119 on Page 516 in my office.

Witness my hand and seal of office, this the 18 of August, 1980.

W.A. SIMS, Clerk  
By Shelby Spruell, D. C.

INDEXED

BOOK 119 PAGE 533

NO 1995

WARRANTY DEED

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, We, HAROLD D. BOLEWARE and wife YVONNE BUSE BOLEWARE, Grantors, do hereby convey and forever warrant unto BYRON K. GREEN and wife MARTHA K. GREEN, Grantees, 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:

Lot 40, of Lake Lorman, Part 2, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

And for the same consideration aforementioned, Grantors do hereby grant and convey unto the Grantees named above, and unto the Grantees' successors in title, a non-exclusive, perpetual and irrevocable easement for the use of the surface of Lake Lorman situated in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating, swimming and water sports, subject to the terms, conditions and covenants contained in that certain instrument executed by Piedmont, Inc., recorded in Book 315 at page 431 in the office of the Chancery Clerk of Madison County, Mississippi.

And for the same consideration aforementioned, the undersigned does hereby grant and convey unto the aforementioned Grantees and unto

BOOK 119 PAGE 574

the Grantees' successors in title a non-exclusive, perpetual and irrevocable easement over and across those certain areas forty feet in width designated "reserved for private drive" on the plat of said subdivision for purposes of ingress and egress to and from the public road at the extremity of said private drive. And this conveyance is made subject to the provisions of that certain covenant to Madison County, Mississippi, relative to said private drive, or road recorded in the office of the Chancery Clerk of said County in Book 305 at page 248 thereof.

There is excepted from this conveyance and from the warranty hereof all oil, gas and other minerals lying in, on and under said property.

The reservation by Piedmont, Inc., in that certain deed to Grantors dated August 15, 1966, and recorded in Book 103 at page 180 in the office of the aforesaid Clerk of a perpetual easement over and across the south ten (10) feet of said lot for the construction and maintenance thereon of a fence running in an easterly-westerly direction generally parallel with the public road, but Grantees shall have the right and privilege to maintain an opening or driveway through said fence for purposes of ingress and egress to and from the public road, provided Grantees shall install and maintain in said opening a gate or gates made of the same materials as those of which the said fence is made.

The reservation by Piedmont, Inc. unto itself and other claiming through the aforesaid deed to Grantors of a perpetual easement in, on, over and across the south ten (10) feet of said lot for construction,



BOOK 119 PAGE 525

location and relocation, maintenance and repair of one or more water pipe lines (which said pipe lines shall be buried to a depth of at least four inches beneath the earth's surface), one or more electric circuits and one or more telephone circuits or cables, any of which may be above ground with poles, guy wires and other appurtenances or buried beneath the earth's surface (and, if buried, shall be to a depth of at least four inches beneath the earth's surface); none of which said pipe lines, cables, guy wires or appurtenances so located shall be interfered with by Grantees. And Grantees shall not construct any buildings or other structures on said easement.

And Grantors do hereby grant and convey unto Grantees and unto Grantees' successors in title a non-exclusive, perpetual and irrevocable easement over and across all of that land lying between the front lot line of said lot and the water line of Lake Lorman as it exists from time to time (and bounded on either side by the side lot lines of said lot extended) for ingress and egress to the waters of said lake.

There is excepted from the warranty of this conveyance and this conveyance is made subject to all of those certain protective and restrictive covenants of record in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 315 at page 431 thereof, as well as any zoning ordinances of Madison County, Mississippi affecting said property.

The Grantees herein do by the acceptance of this deed covenant for themselves and their successors in title with the Grantors herein

and their successors in title to the other lots in said five subdivisions that so long as the aforementioned protective covenants remain in force no building shall be located on the lot hereby conveyed nearer than fifty feet (50') to the front lot line of said lot, nor shall any dwelling be permitted on the lot hereby conveyed, the ground floor area of which dwelling, exclusive of one story open porches shall be less than 900 square feet. The lot line of said lot nearest to or abutting the water line of Lake Lorman shall always be considered the front lot line of said lot; and any residence constructed on said lot shall be so constructed as to front or face the main body of Lake Lorman.

WITNESS OUR SIGNATURES on this the 28<sup>th</sup> day of July, 1970.

Harold D. Boleware  
Harold D. Boleware

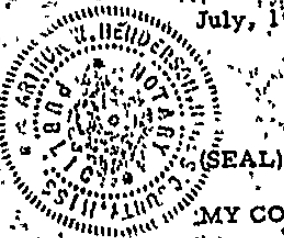
Yvonne Buse Boleware  
Yvonne Buse Boleware

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, HAROLD D. BOLEWARE AND YVONNE BUSE BOLEWARE, 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 28<sup>th</sup> day of July, 1970.

Arthur W. Henderson  
Notary Public



MY COMMISSION EXPIRES:

6/9/73

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 12 day of August, 1970, at 2:00 o'clock P.M., and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 523 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

By Gladys Spencer, W. A. Sims, Clerk, D. C.

INDEXED

BOOK 119 PAGE 527

NO. 1996

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00)

Dollars, cash in hand paid, and other good and valuable considerations the receipt and sufficiency of all of which is hereby acknowledged and in further consideration of the assumption by the Grantee of payment of that certain balance of approximately \$14,000.00 upon the promissory note dated May 14, 1969, in the principal sum of \$15,000.00 made by the Grantor and Grantee to Magnolia State Savings and Loan, and secured by a Deed of Trust on the hereinafter described land and property, I, the undersigned, CHARLES E. KIRKLAND, do hereby sell, convey, and warrant unto KATHRYN M. KIRKLAND, my undivided one-half (1/2) interest in and to the following described land and property being situated in Madison County, Mississippi, being more particularly described as follows, to-wit:

Lot 41 of Lake Cavalier, Part 3, a subdivision according to a map or plat thereof which is of file on record in the office of the Chancery Clerk of Madison County, Mississippi reference to which is hereby made in aid of and as a part of this description.

The Grantor herein does not claim any part of the above property as his homestead.

Advalorem taxes for the year, 1970, are to be paid by the Grantee.

This conveyance is made subject to those certain protective and restricted covenants recorded in Book 74, Page 70, and records book 81, page 244 of the aforesaid records.

This conveyance is made subject to zoning ordinance adopted by Madison County Board of Supervisors recorded in Minute Book

2 at Page 545 thereof in the Office of the aforesaid Chancery Clerk,

This conveyance is made subject to the reservation by former owners of all oil, gas and minerals in, on and under said property.

WITNESS MY SIGNATURE, this the 11th day of August, 1970.

Charles E. Kirkland  
CHARLES E. KIRKLAND

STATE OF MISSISSIPPI

COUNTY OF HINDS

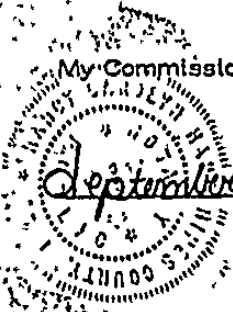
This day personally appeared before me the undersigned authority in and for said County and State, CHARLES E. KIRKLAND, who acknowledged to me that he signed and delivered the above and foregoing instrument as his voluntary act and deed on the date therein written.

WITNESS MY SIGNATURE AND SEAL OF OFFICE, this the

11th day of August, 1970.

Nancy Carden Hand  
NOTARY PUBLIC

My Commission Expires:



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 12 day of August, 1970, at 2:30 o'clock P. M., and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 527 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.

W. A. SIMS, Clerk

By Malys Spence, D. C.

Book 119 page 529

NO. 2029

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the Sum of Ten and No/100 Dollars (\$10.00) Cash in hand paid, and other good and valuable considerations, the receipt of which is acknowledged, CITY BUILDERS, INC., a Mississippi corporation, acting by and through its /duly authorized officer, does hereby sell, convey and warrant unto JACKSON-HINDS, INC. the following described land and property situated in Madison County, Mississippi, to-wit:

LOT TWENTY SEVEN (27) MEADOW DALE SUBDIVISION, PART 4, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County in Plat Book 5 at Page 25, reference to which is made in aid of this description.

There is excepted from the warranty of this conveyance all building restrictions, easements, oil and gas and other minerals, which are on file and of record in the office of the Chancery Clerk of Madison County, Mississippi.

Ad valorem taxes for the year of 1970 are excepted from the warranty of this conveyance and are assumed by the Grantee herein.

WITNESS THE SIGNATURE OF CITY BUILDERS, INC., by its duly authorized officer, this the 12th day of August 1970.

CITY BUILDERS, INC.

BY W. W. Bailey

STATE OF MISSISSIPPI  
COUNTY OF HINDS.....

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid W. W. Bailey who acknowledged to me that he is Treasurer of City Builders, Inc., and that as such officer, for and on behalf of said corporation, he signed and delivered the above and foregoing instrument of writing on the day and year therein written, and that he was first duly authorized so to do.

GIVEN under my hand and official seal, this the 12th day of August 1970.

W. P. Porter  
NOTARY PUBLIC

My Commission expires: July 26, 1971

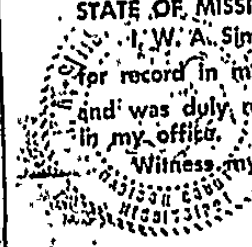


STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of August, 1970, at 8:45 o'clock A. M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 529 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.

W. A. SIMS, Clerk  
By Gladye Spence, D. C.



BOOK 119 PAGE 530

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NO. 1997

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, I, EUNICE P. GILLESPIE, Grantor, a widow, do hereby convey and forever warrant unto BOBBY J. HALL and wife SARA ANN PACE HALL, Grantees, as joint tenants with right of survivorship and not as tenants in common, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

The following described real estate situated in the City of Canton, County of Madison, State of Mississippi, to-wit:

Lots Seven (7) and Eight (8) in Block E in Oakland, a subdivision of the City of Canton, Madison County, Mississippi, according to the official map of the City of Canton, Mississippi, prepared by Koehler and Keele in 1930 and reference to said map which is now on file in the Chancery Clerk's Office for Madison County, Mississippi, is made in aid of and a part of this description.

SUBJECT ONLY to the following, to-wit:

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1970, which shall be paid as follows, to-wit:

Grantor: 8/17 ch; Grantees: 4/17 shs

2. City of Canton, Mississippi Zoning Ordinance of 1958, as amended.

3. Any and all matters which would be shown by an accurate survey of the subject property.

4. The Grantees shall assume and take possession of the above described property on AUGUST 29<sup>th</sup>, 1970.

WITNESS MY SIGNATURE on this the 12<sup>th</sup> day of August, 1970.

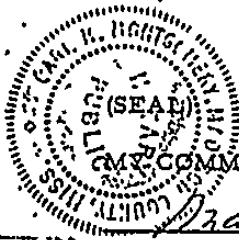
Eunice P. Gillespie  
Eunice P. Gillespie

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, EUNICE P. GILLESPIE, 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 12<sup>th</sup> day of August, 1970.

Carl R. Montgomery  
Notary Public



MY COMMISSION EXPIRES:

August 14, 1972

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of August, 1970, at 8:30 o'clock A. M., and was duly recorded on the 18 day of August, 1970, Book No. 119 on Page 530 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.

By W. A. Sims, Clerk  
W. A. Sims, Clerk, D. C.

## WARRANTY DEED

INDEXED

NO 2000

For a valuable consideration cash in hand paid to us by Mary Janet Adams, the receipt of which is hereby acknowledged, we, Edward C. Kraft, Jr., Earnest A. Kraft, and Paul C. Kraft, do hereby convey and warrant unto the said Mary Janet Adams all of our undivided interest in and to the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot in the E $\frac{1}{2}$  NW $\frac{1}{4}$ , Section 20, Township 9 North, Range 3 East fronting 75 feet on Mississippi Highway No. 16 and running back south 200 feet between parallel lines, and more particularly described as follows: Starting at a point on the South line of Mississippi Highway No. 16 where said line is intersected by the east line of a 40 foot road along the West line of said E $\frac{1}{2}$  NW $\frac{1}{4}$  and run thence easterly along the south line of said Mississippi Highway No. 16, 75 feet to the point of beginning, thence run easterly along the south line of said Mississippi Highway No. 16, 75 feet to a point which is the northwest corner of a certain lot conveyed by Mary E. Skulley and M. Skulley to Bonnie Culberson by deed dated May 1st, 1946, recorded in Book 33, Page 112, of the land records of Madison County, Mississippi, thence run south along the west line of said Culberson lot 200 feet to a point, thence run in a westerly direction parallel to the said south line of Mississippi Highway No. 16, 75 feet to a point, thence run north and parallel to said 40 foot road 200 feet to the point of beginning, and being the same property which was conveyed to Robert R. Hodges by I. J. Thibodaux and Vera Thibodeaux by warranty deed dated June 19, 1950 and conveyed by Robert R. Hodges to E. C. Kraft, Sr. by warranty deed dated September 14, 1951 and filed for record in land deed book 51 on page 278 in the Chancery Clerk's office for Madison County, Mississippi, whether properly or specifically described herein or not.

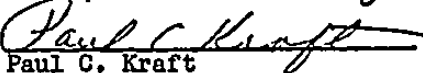
Mrs. Sarah Lockett Kraft, wife of E. C. Kraft, Sr. predeceased him; and Edward C. Kraft, Jr., Earnest A. Kraft, and Paul C. Kraft, together with the grantee, are all of the children of E. C. Kraft, Sr. and are all of the beneficiaries under the will of E. C. Kraft, Sr.

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

Witness our signatures, this the 11th day of June, 1970.

  
Edward C. Kraft, Jr.

  
Earnest A. Kraft

  
Paul C. Kraft

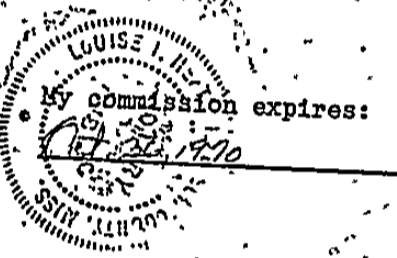


State of Mississippi  
Madison County

Personally appeared before me, the undersigned authority  
in and for said County and State, the within named Edward C.  
Kraft, Jr. and Paul C. Kraft 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 16<sup>th</sup>  
day of June, 1970.

Laurie J. Heath  
Notary Public

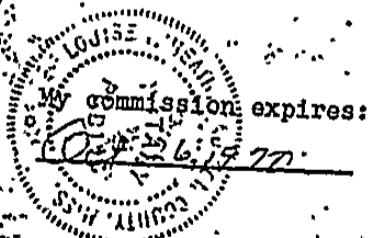


State of Mississippi  
Madison County

Personally appeared before me, the undersigned authority  
in and for said County and State, the within named Earnest A.  
Kraft who acknowledged that he signed and delivered the fore-  
going 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 16<sup>th</sup>  
day of June, 1970.

Laurie J. Heath  
Notary Public



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 13 day of August, 1970, at 9:35 o'clock A.M.,  
and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Pages 532  
in my office.

Witness my hand and seal of office, this the 18 of August, 1970

By W. A. SIMS Clerk  
Gladys Spruell, D. C.

INDEXED

For a valuable consideration cash in hand paid to us by William J. Cooper and Della Blaine Cooper, the receipt of which is hereby acknowledged, we, Canton Builders, Inc., do hereby convey and warrant unto the said William J. Cooper and Della Blaine Cooper, as tenants by the entirety with the right of survivorship and not as tenants in common, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 112 feet on the north side of McDonald Avenue and being all of Lot 2, Block "D", East Acres Subdivision, Canton, Madison County, Mississippi.

This conveyance is subject to the following:

1. Those restrictive covenants dated June 15, 1966 and recorded in deed book 102 on page 236 in the Chancery Clerk's office for Madison County, Mississippi.
2. Three-fourths of the Oil, gas and other minerals reserved by former owners.
3. Five (5) foot easement by Southern Bell Telephone and Telegraph Company off the north end.
4. Zoning ordinances of the City of Canton, Mississippi.

It is agreed and understood that the ad valorem taxes for the year 1970 on the above described property will be paid \_\_\_\_\_ by the grantors and ALL by the grantees.

Witness our signatures, this the 27 day of July, 1970.

CANTON BUILDERS, INC.  
BY J. B. Morgan  
President

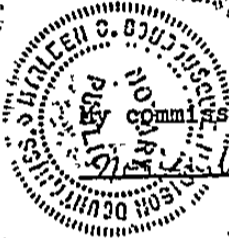
ATTEST:  
Carl L. Fortenberry, Sec  
State of Mississippi  
Madison County

Personally appeared before me, the undersigned authority in

and for said County and State, the within named: H. H. Morgan and E. H. Fortenberry  
president and secretary  
respectively of Canton Builders, Inc. who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as and for the act and deed of Canton Builders, Inc.

Given under my hand and seal of office, this the 27 day of July, 1970.

Myrleen C. Blanchard  
Notary Public



My commission expires: August 22, 1973

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of August, 1970, at 9:50 o'clock A. M., and was duly recorded on the 18 day of August, 1970, Book No. 119 on Page 534 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.

By W. A. Sims, W. A. SIMS, Clerk, D. C.

For a valuable consideration not necessary here to mention cash in hand paid to the grantors by the grantees herein, the receipt of which is hereby acknowledged, and the further consideration of Eleven Thousand Dollars (\$11,000.00) with interest and incidents due the grantors by the grantees as evidenced by note described in and secured by purchase money deed of trust of even date herewith, we, SARA ROBINSON FOSTER (formerly known as Sara Robinson Seay), GUY SEAY, JR., and WALTER ROBINSON SEAY, do hereby convey and warrant unto BOBBY GERALD WINTERS and CAROLYN W. WINTERS, 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 the City of Canton, Madison County, Mississippi, described as:

Lot Nine (9) on the south side of Semmes Street when described with reference to map or plat of the City of Canton, Madison County, Mississippi, made in 1898 by George and Dunlap 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; and intending to describe and convey that property conveyed by W. H. Sims to Sara Robinson Seay and H. W. Seay by deed dated October 24, 1940, recorded in Land Record Book 17 at Page 404 thereof in the Chancery Clerk's Office for said county.

This conveyance is executed subject to:

- (1) Such matters or facts as would be revealed by an accurate survey and inspection of the premises.
- (2) Zoning Ordinance of the City of Canton, Mississippi.
- (3) Ad valorem taxes for the year 1970 which shall be paid when due one-half by grantors and one-half by grantees.

The above described property is no part of the present homestead of any of the undersigned grantors.

WITNESS our signatures this 23rd day of June, 1970.

*Sara Robinson Foster*  
Sara Robinson Seay

*Guy Seay, Jr.*  
Guy Seay, Jr.

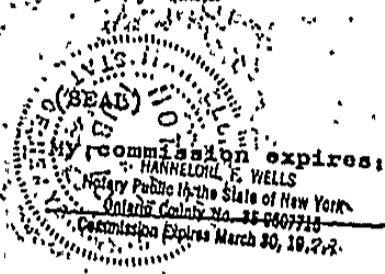
*Walter R Seay*  
Walter Robinson Seay

STATE OF NEW YORK

COUNTY OF Ontario

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

Given under my hand and official seal this the 13 day of July, 1970.



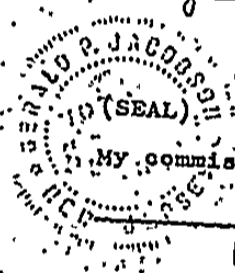
Hannelore E. Wells  
Notary Public

STATE OF New Jersey

COUNTY OF Belgen

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named GUY SEAY, 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 the 5<sup>th</sup> day of August, 1970.



Gerald P. Jacobson  
Notary Public

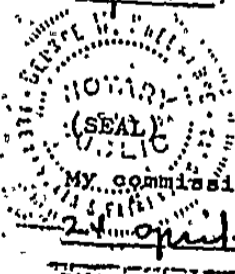
GERALD P. JACOBSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 14, 1972

STATE OF Virginia

COUNTY OF Fairfax

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named WALTER ROBINSON SEAY 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 the 10<sup>th</sup> day of August, 1970.



W. A. Sims  
Notary Public

STATE OF 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 13 day of August, 1970, at 10:00 o'clock A.M., and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 536 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.

W. A. Sims  
W. A. SIMS, Clerk  
Walter Sims

D. C.

BOOK 119 PAGE 538

NO. 2006

WARRANTY DEED

INDEXED

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, GENE E. WALKER, Grantor, do hereby convey and forever warrant unto EDWIN R. SMITH, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A tract of land containing in all 7.0 acres more or less and fronting 4.85 chs. on the West side of U.S. 51 Highway, in the SW $\frac{1}{4}$  of Section 11, Township 8 North, Range 2 East, Madison County, Mississippi, and being more particularly described as from the intersection of the North line of the SW $\frac{1}{4}$  Section 11, with the East right-of-way line of I. C. Railroad, which point is 15.50 chs. East of the NW corner of the SW $\frac{1}{4}$ , Section 11, run thence South 25 degrees 30 minutes West for 11.64 chs. along said East right-of-way of I. C. Railroad to the NW corner of tract being described and the point of beginning; and from said point of beginning run thence East for 20.87 chs. to the West right-of-way of U.S. 51 Highway, at a point that is 90.0 feet measured at Right Angles with the center line of said highway, thence running South 24 degrees 05 minutes West for 4.85 chs. along said West right-of-way line of U.S. 51 Highway, thence running North 82 degrees 50 minutes West for 19.98 chs. to the East right-of-way line of I. C. Railroad, thence running North 25 degrees 30 minutes East for for 2.30 chs. to the point of beginning, and containing in all 7.0 acres more or less in the SW $\frac{1}{4}$  of Section 11, Township 8 North, Range 2 East, Madison County, Mississippi.

SUBJECT ONLY to the following, to-wit:

1. County of Madison and State of Mississippi ad valorem taxes for the year 1970 which shall be paid as follows, to-wit:

Grantor 12/29/12; Grantee \_\_\_\_\_

BOOK 119 PAGE 539

2. The Madison County Zoning and Subdivision Regulations Ordinance of 1964, as amended, adopted on April 6, 1964, and recorded in Supervisor's Minute Book AD at page 266 in the office of the Chancery Clerk of Madison County, Mississippi.

3. The reservation and/or exception of interests in minerals lying in, on or under the subject property by prior grantors, however the Grantor does convey unto the grantee such interest, if any, he owns in regard to the subject property.

4. The subject property constitutes no part of the Homestead of the Grantor.

WITNESS MY SIGNATURE on this the 13th day of August, 1970.

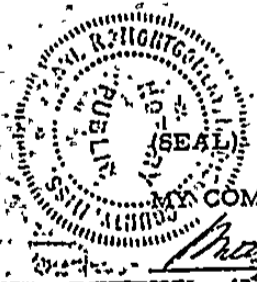
Gene E. Walker  
Gene E. Walker

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, GENE E. WALKER, 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 13th day of August, 1970.

Carl R. Montgomery  
Notary Public



MY COMMISSION EXPIRES:

May 6, 1972

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of August, 1970, at 10:00 o'clock A.M., and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 538 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.

By Gladys Sproul W. A. SIMS, Clerk, D. C.

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INDEXED

STATE OF MISSISSIPPI

NO. 2007

COUNTY OF MADISON

HEIRSHIP AFFIDAVIT

HURKLESS GRIFFIN being duly sworn, says that Bennie Griffin, Percy Griffin, Stanfort Griffin, Leon Griffin, Selmon Griffin, Katie Conway Griffin, Hurkless Griffin, Roxie G. Lockett, Lillian G. Daniels and Lucinda G. Lockett were all of the heirs at law of one Robert Griffin, deceased on August 22, 1961, who died intestate in Madison County, Mississippi on or about AUGUST 15, 1950.

AND AFFIANT SAYETH NOT.

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

Hurkless Griffin

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, HURKLESS GRIFFIN 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 August, 1970.



C. R. Montgomery  
Notary Public

MY COMMISSION EXPIRES:

May 1972

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of August, 1970, at 10:00 o'clock A. M., and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 540 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

1/4 6 1/2 NW 1/4  
Sec. 14-10-56

By Gladys Spencer, D. C.  
W. A. SIMS, Clerk



WARRANTY DEED

INDEXED

NO. 2009

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, including the assumption and payment by grantee of the indebtedness hereinafter mentioned, the receipt and sufficiency all of which are hereby acknowledged, we, EDMON DIXON and JOSEPHINE DIXON, husband and wife, do hereby convey and warrant unto DR. C. M. WELLS the following described land lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot Thirteen (13) of Block G of Maris Town Addition, according to the map or plat thereof recorded in Plat Book 3 at Page 31 in the Office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description. LESS AND EXCEPT a strip of land twenty feet (20') in width evenly off of the West end of the above described Lot Thirteen (13). And being the same land conveyed to Edmon Dixon and Josephine Dixon by Amos Dowdle, Jr., by deed recorded in Book 90 Page 460.

Grantors intend and do hereby convey their homestead property, whether properly described or not.

This conveyance is made subject to deed of trust dated December 12, 1963 and recorded in Book 310 Page 267 of the records of the Chancery Clerk of Madison County, Mississippi, securing an indebtedness in the original principal sum of \$9,043.20. As a material part of the consideration for this conveyance, the grantee assumes and agrees to pay said indebtedness when due.

Taxes for the year 1970 will be paid by the grantee.

WITNESS our signatures this the 11th day of August, 1970.

WITNESS:

*Becky Parker*

<sup>HIS</sup>  
EDMON (X) DIXON  
Edmon Dixon

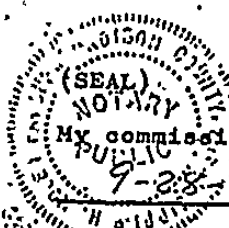
*Josephine Dixon*  
Josephine Dixon

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named EDMON DIXON and wife, JOSEPHINE DIXON, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 11 day of August, 1970.

*J. Nolan Fincher*  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of August, 1970, at 10:30 o'clock A. M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 541 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.

W. A. SIMS, Clerk

By *Gladys Spence* D. C.

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NO. 2014

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid us and the assumption by the Grantees of the payment of the unpaid balance, both principal and interest of that certain indebtedness to Homestead Savings and Loan Association which is described in and secured by a deed of trust dated June 21, 1967, and recorded in Book 351 at page 324 in the office of the Chancery Clerk of Madison County, Mississippi, upon and covering the hereinafter described real property, and which has been assigned to Federal National Mortgage Association by instrument dated August 2, 1967, and recorded in Book 352 at page 254 in the office of the aforesaid Clerk, such payment to be made in accordance with the terms, conditions and obligations of said deed of trust, the receipt and sufficiency of which is hereby acknowledged, We, HERBERT L. SCOTT, JR. and wife PATRICIA A. SCOTT, Grantors, do hereby convey and forever warrant unto CHARLES W. GILLILAND and wife JUDITH A. GILLILAND, Grantees, as joint tenants with right of survivorship and not as tenants in common, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A tract of land fronting 100.0 feet on the east side of Weems Street in the City of Canton, Madison County, Mississippi, and described as from a point that is 17.50 chains west of the northeast corner of the SW $\frac{1}{4}$ , Section 20, Township 9 North, Range 3 East, this also being in the northwest corner of Lot 3 of the Hart Estate as per plat of record in Deed Book "AAA" at page 228 in the records of the Chancery Clerk's Office at Canton, Mississippi, and from said point run thence south for 457.75 feet along the west line of said Lot No. 3 to the south side of East Academy Street, thence run south 89° 57' east for 60.0 feet to the intersection of the south line of

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East Academy Street with the east line of Weems Street, thence continuing southerly along the east line of Weems Street for 820.0 feet to the Northwest Corner of lot and the point of beginning, and from said point of beginning run thence South  $0^{\circ} 09'$  west for 100.0 feet along the east line of Weems Street, thence running south  $89^{\circ} 57'$  east for 150.0 feet, thence running north  $0^{\circ} 09'$  east for 100.0 feet thence running north  $89^{\circ} 57'$  west for 150.0 feet to the point of beginning, and all being situated in the SW $\frac{1}{4}$  of Section 20, Township 9 North, Range 3 East, Canton, Madison County, Mississippi.

SUBJECT ONLY to the following:

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1970.
2. City of Canton Zoning Ordinances of 1958, as amended.

The Grantors do hereby set over, transfer and assign unto the Grantees all funds held in escrow by Homestead Savings and Loan Association in connection with the above mentioned indebtedness, together with the fire, and hazard policy of insurance now in force upon said property and all paid but unearned premiums thereon.

WITNESS OUR SIGNATURES on this the 28<sup>th</sup> day of July, 1970.

Herbert L. Scott, Jr.  
Herbert L. Scott, Jr.

Patricia A. Scott  
Patricia A. Scott

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STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, HERBERT L. SCOTT, JR. and wife PATRICIA A. SCOTT, 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 28<sup>th</sup> day of July, 1970.

[Signature]  
Notary Public



MY COMMISSION EXPIRES:

Feb. 5, 1971

STATE OF MISSISSIPPI, County of Madison

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 12 day of August, 1970, at 11:10 o'clock A.M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 542 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

By [Signature] W. A. SIMS, Clerk  
D. C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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JUN 2013

INDEXED

TRUSTEE'S DEED

WHEREAS, on the 12th day of May, 1969, Ira H. Bradshaw, Jr. and Frankey (Frances) Nell Bradshaw, his wife, executed a deed of trust under the terms of which the hereinafter described land was conveyed to G. B. Herring, Trustee, to secure the payment to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CANTON, Canton, Mississippi, a certain indebtedness therein mentioned and described, which deed of trust is of record in Book 368 at page 593 of the records of mortgages and deeds of trust on land in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, the undersigned James H. Herring, was substituted as trustee in said deed of trust by the beneficiary therein, the holder of the note secured thereby, by an instrument now of record in Book 375 at page 230 of the records of mortgages and deeds of trust on land of the aforementioned county and state, and

WHEREAS, default was made in the payment of said indebtedness and the holder thereof requested the undersigned to sell said lands in accordance with the power contained in said deed of trust; and

WHEREAS, after having advertised said sale in all respects as required by law and the terms of said deed of trust, the undersigned did, between eleven o'clock in the forenoon and four o'clock in the afternoon, on the 27th day of July, 1970, at the main south door of the county courthouse in Madison County, Mississippi, offer the said land for sale to the highest bidder for cash in the manner required by law and the terms of said deed of trust; and

WHEREAS, at said time and place, the undersigned received from the hereinafter named grantee a bid of Eight Thousand Five-Hundred dollars and no/100 (\$8,500.00), which was the highest bid for said land; and said bidder was then and there declared to be the purchaser thereof.

Now, therefore, in consideration of the said sum of Eight Thousand Five Hundred and no/100 dollars (\$8,500.00), cash in hand paid, the receipt thereof is hereby acknowledged, the undersigned does hereby sell and convey unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CANTON, Canton, Mississippi, the following described land in the aforesaid county and state, to-wit:

Lying and being situated in the City of Canton, Madison County, Mississippi; to-wit:

(a) Commencing at the NW corner of Lot 69 of North Liberty Street according to the 1961 Official Map of the City of Canton, Madison County, Mississippi, and run northeasterly along the east line of North Liberty Street for 58 feet to the point of beginning of the property herein described (said point of beginning also being the NW corner of the Hendricks lot as conveyed by deed recorded in Deed Book 97 at page 440 in the records of the Chancery Clerk of Madison County, Mississippi); and run northeasterly along the east line of North Liberty Street for 60 feet to the SW corner of the Moore lot as conveyed by will in Will Book 5 at page 313 in the records of said Chancery Clerk; thence turn right through a deflection angle of  $87^{\circ}48'$  and run 189 feet to the SE corner of said Moore lot; thence turn right through a deflection angle of  $92^{\circ}12'$  and run 60 feet to the NE corner of said Hendricks lot; thence turn right through a deflection angle of  $87^{\circ}48'$  and run 189 feet to the point of beginning.

(b) In addition thereto an easement from Mrs. Lottie Moore to Ira H. Bradshaw and wife, Frankey Nell Bradshaw for the use of a joint driveway, said easement being described as follows:

Commencing at the NW corner of Lot 69 of North Liberty Street, according to the 1961 Official map of the City of Canton, Madison County, Mississippi, and run northeasterly along the East line of North Liberty Street for 118 feet to the point of beginning of the property herein described, (said point of beginning also being the SW corner of the Moore lot as conveyed by will in Will Book 5, at page 313, in the records of the Chancery Clerk of Madison County, Mississippi) and run Northeasterly along the East line of North Liberty Street for 5 feet to a point; thence turn right through a deflection

angle of 87°48' and run parallel to the South line of said Moore lot for 105 feet to a point; thence turn right through a deflection angle of 92°12' and run 5 feet to a point on the South line of said Moore lot; thence turn right through a deflection angle of 87°48' and run along the South line of said Moore lot for 105 feet to the point of beginning.

SUBJECT TO: An easement from Ira H. Bradshaw and wife, Frankey Nell Bradshaw to Mrs. Lottie Moore conveying the free right of use of a joint driveway, serving the property described above.

Executed this 13<sup>th</sup> day of August, 1970.

*James H. Herring*  
James H. Herring, Trustee

STATE OF MISSISSIPPI

COUNTY OF MADISON

Before me, the undersigned authority in and for the county and state aforesaid, this day personally appeared the within named JAMES H. HERRING, Trustee, who acknowledged that he signed and delivered the foregoing instrument on the date thereof as his free and voluntary act and deed.

Given under my hand and official seal this 13 day of August, 1970.



*Ashie H. Goes*  
Notary Public

My commission expires:

July 15, 1974

MADISON COUNTY HERALD

PROOF OF PUBLICATION

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THE STATE OF MISSISSIPPI, MADISON COUNTY.

Personally appeared before me

Sara L. Hart, Notary Public of the City of Canton, Madison County, Mississippi, REA S. HEDERMAN, Publisher of the MADISON COUNTY HERALD, 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:

Date July 2, 1970
Date July 9, 1970
Date July 16, 1970
Date July 23, 1970

Number Words 826

Published 7 Times

Printer's Fee \$ 82.60

Making Proof \$ 1.00

Total \$ 83.60

(Signed) Sara L. Hart, Publisher

Sworn to and subscribed before me this 23

day of July, 1970

Sara L. Hart, Notary Public, My Commission Expires Sept. 29, 1973

(b) In addition thereto an easement from Mrs. Lottie Moore to Ira H. Bradshaw and wife, Franky-Nell-Bradshaw for the use of a joint driveway, said easement being described as follows:

Commencing at the NW corner of Lot 69 of North Liberty Street, according to the 1961 Official map of the City of Canton, Madison County, Mississippi, and run northeasterly along the East line of North Liberty Street for 118 feet to the point of beginning of the property herein described, (said point of beginning also being the SW corner of the Moore lot as conveyed by will in Will Book 5, at page 313, in the records of the Chancery Clerk of Madison County, Mississippi); and run Northeasterly along the East line of North Liberty Street for 5 feet to a point, thence turn right through a deflection angle of 87 degrees 48 minutes and run parallel to the South line of said Moore lot for 105 feet to a point; thence turn right through a deflection angle of 82 degrees 12 minutes and run 5 feet to a point on the South line of said Moore lot; thence turn right through a deflection angle of 87 degrees 48 minutes and run along the South line of said Moore lot for 105 feet to the point of beginning.

SUBJECT TO. An easement from Ira H. Bradshaw and wife, Franky Nell Bradshaw to Mrs. Lottie Moore conveying the free right of use of a joint driveway, serving the property described above.

The title to the above land is believed to be good but the undersigned will convey only such title as is vested in him by said deed of trust and appointment.

Executed this 27th day of June, 1970.

James H. Herring, Trustee, July 2, 9, 16, 23, 1970

NOTICE OF TRUSTEE'S SALE WHEREAS, IRA. H BRADSHAW, Jr. and FRANKY (FRANCES) NELL BRADSHAW, his wife, executed a deed of trust to G B Herring, Trustee, dated May 12, 1968, recorded in Book 384, page 593 of the records of mortgages and deeds of trust on land in the Chancery Clerk's Office of Madison County, Mississippi, to secure an indebtedness therein described to First Federal Savings and Loan Association of Canton, Canton, Mississippi, and

WHEREAS, the undersigned JAMES H HERRING, was substituted as trustee in said deed of trust, by the beneficiary therein, the holder of the note secured thereby, by an instrument now of record in Book 375, at page 210 of the records of mortgages and deeds of trust on land of the aforementioned county and state, and

WHEREAS, default has been made in the performance of the covenants and agreements contained in said deed of trust, including the payment of said note according to the terms thereof and of said deed of trust and the entire indebtedness secured had been declared due and is now past due and in arrears and

WHEREAS, the Beneficiary named in said deed of trust, being the owner of said indebtedness and the legal holder of said note, has requested the undersigned, as trustee, to foreclose said deed of trust and sell the security as prescribed in said deed of trust.

NOW, THEREFORE, the undersigned, as trustee, will on Monday the 27th day of July, 1970, during legal hours, before the main south door of the Courthouse in the City of Canton, Madison County, Mississippi, offer for sale and sell at public auction for cash, to the highest and best bidder, the following described real property, to-wit:

Lying and being situated in the City of Canton, Madison County, Mississippi, to-wit: (a) Commencing at the NW corner of Lot 69 of North Liberty Street according to the 1961 Official Map of the City of Canton, Madison County, Mississippi, and run northeasterly along the east line of North Liberty Street for 58 feet to the point of beginning of the property herein described, (said point of beginning also being the NW corner of the Hendricks lot as conveyed by deed recorded in Deed Book 97 at page 440 in the records of the Chancery Clerk of Madison County, Mississippi); and run northeasterly along the east line of North Liberty Street for 60 feet to the SW corner of the Moore lot as conveyed by will in Will Book 5 at page 313 in the records of said Chancery Clerk; thence turn right through a deflection angle of 87 degrees 48 minutes and run 189 feet to the SE corner of said Moore lot; thence turn right through a deflection angle of 92 degrees 12 minutes and run 60 feet to the NE corner of said Hendricks lot; thence turn right through a deflection angle of 87 degrees 48 minutes and run 189 feet to the point of beginning.

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of August, 1970, at 11:30 o'clock A.M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 545 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

W. A. SIMS, Clerk. By Gladys Spencer, D. C.



BOOK 119 PAGE 549

QUITCLAIM DEED

NO. 2012

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt of all of which is hereby acknowledged, I, SOLOMON R. SMITH, do hereby sell, convey and quitclaim unto my wife, MRS. JACKIE C. SMITH, all of my right, title and interest in and to the following described land and property situated in Madison County, Mississippi, to-wit:-

Lots eight (8) and nine (9) of Part 1 and Lot 22 of Part 4 of Lake Cavalier, a subdivision of lands in Section 8, Township 7 North, Range 1 East, Madison County, Mississippi, according to a plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 4, Page 18 thereof, reference to which is hereby made in aid of and as a part of this description; together with all improvements thereon and appurtenances thereto.

WITNESS MY SIGNATURE, this the 5th day of August, 1970,

*Solomon R. Smith*  
SOLOMON R. SMITH

STATE OF MISSISSIPPI

COUNTY OF HINDS: ::::

THIS DAY PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named SOLOMON R. SMITH, who acknowledged that he executed and delivered the foregoing Quitclaim Deed on the date therein set out and for the purposes therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of August, 1970.

*James Davis*  
NOTARY PUBLIC

My Commission Expires Dec. 12, 1971

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 13 day of August, 1970, at 2:30 o'clock P.M., and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 549 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

W. A. SIMS, Clerk  
By *Gladys Spawill*, D. C.

WHEREAS, in that certain partition deed by and between Grover S. Summerlin, P. H. Summerlin, F. D. Summerlin and wife, Geneva Summerlin, and Mrs. Myrtle S. Kabakoff and husband, Nathan I. Kabakoff, dated February 10, 1950, and recorded in Deed Book 45 at pages 437-438 of the records in the office of the Chancery Clerk of Madison County, Mississippi, the undersigned reserved in said deed a personal option to purchase the share of the other, or others, in the event of a proposed sale, said provision in said deed being referred to for all purposes; and

WHEREAS, P. H. Summerlin and his wife, Naomi R. Summerlin, desire to sell to John Player the hereinafter described parcel of land that was conveyed to P. H. Summerlin in said deed, said tract of land to be sold to the said John Player being situated in Madison County, Mississippi, and described as follows, to-wit:

Twenty (20) acres off the South end of the W 1/2 of the NE 1/4 of Section 35, Township 10 North, Range 5 East; and

WHEREAS, as a condition of the acceptance of said deed by the said John Player, he is requiring a waiver of the right of the undersigned in and to the purchase of the above described property:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, we, the undersigned, Grover S. Summerlin, F. D. Summerlin, and Mrs. Myrtle S. Kabakoff, do hereby release and cancel our right to purchase the above described property, and surrender all of our right, title and interest in the above described property to the said John Player, except to the reservation of the oil, gas and mineral interest made or reserved in our favor in the above referred to deed.

WITNESS our signatures on this the 10 day of August, 1970.

Grover S. Summerlin (Signature)
Grover S. Summerlin
F. D. Summerlin (Signature)
F. D. Summerlin
Mrs. Myrtle S. Kabakoff (Signature)
Mrs. Myrtle S. Kabakoff

STATE OF MISSISSIPPI
COUNTY OF MADISON

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, the within named Grover S. Summerlin who acknowledged that he signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 10 day of August, 1970.

My Commission Expires: 1-1-72

W. A. Sims, Ch. Clerk
Notary Public
By Ruby J. Sims, S. C.

STATE OF MISSISSIPPI
COUNTY OF MADISON

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, the within named F. D. Summerlin who acknowledged that he signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 10 day of August, 1970.

My Commission Expires: 1-1-72

W. A. Sims, Ch. Clerk
Notary Public
By Ruby J. Sims, S. C.

STATE OF MISSISSIPPI
COUNTY OF MADISON

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, the within named Mrs. Myrtle S. Kabakoff who acknowledged that she signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 10 day of August, 1970.

My Commission Expires: 1-1-72

W. A. Sims, Ch. Clerk
Notary Public
By Ruby J. Sims, S. C.

STATE OF MISSISSIPPI, County of Madison

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 12 day of August, 1970, at 2:30 o'clock P.M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 550 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.

W. A. SIMS, Clerk
By Gladys Spawell, D. C.

THE STATE OF MISSISSIPPI

County of MADISON

BOOK 119 --GE 551

INDEXED  
NO 2011

IN CONSIDERATION OF ten dollars (\$10.00) cash in hand and other  
valuable considerations, receipt of which is hereby acknowledged,  
we, P. H. Summerlin and Naomi R. Summerlin, his wife,

Convey and warrant to John Flayer, of 5556 Wayneland Drive,  
Jackson, Mississippi, 39216,

the land described as twenty (20) acres off the South end of the West  
Half of the Northeast Quarter of Section 35, Township 10 North,  
Range 5 East. There is excepted herefrom and reserved in Grantors  
and others 7/8ths of the oil, gas and other minerals hereunder; there  
is specifically conveyed and warranted to John Flayer by P. H.  
Summerlin and Naomi R. Summerlin an undivided one-eighth (1/8th)  
interest in all oil, Gas and other minerals hereunder.



situated in the County of Madison in the State of Mississippi.

Witness OUR signature s the 11<sup>th</sup> day of August A. D., 19 70.

PH Summerlin  
P. H. Summerlin

Naomi R. Summerlin  
Naomi R. Summerlin

STATE OF MISSISSIPPI  
County of Madison

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, the  
within named P. H. Summerlin and Naomi R. Summerlin, his wife,

who acknowledged that they signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 11<sup>th</sup> day of August August A. D., 19 70.

W. A. Sims, Chanc. Clerk  
W. A. Sims, Chanc. Clerk

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
of record in my office this 13 day of August, 1980, at 2:30 o'clock P. M.,  
and was duly recorded on the 18 day of Aug, 1980, Book No. 119 on Page 551  
in my office.

Witness my hand and seal of office, this the 18 of August, 1980

By W. A. Sims, Clerk  
W. A. Sims, Clerk D. C.

Chancery Clerk

By \_\_\_\_\_, Deputy Clerk

BOOK 119 PAGE 552

INDEXED

NO 2020

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations passing, the receipt and sufficiency of all of which is hereby acknowledged, We, the undersigned CYNTHIA V. CULLEY and husband, M. L. CULLEY, do hereby sell, convey and warrant unto FRANCES CULLEY HUTCHINS and HENRY VAUGHAN WATKINS, SR., the following described land and property lying and being situated in the County of Madison, State of Mississippi, more particularly described as follows, to-wit:



Southwest Quarter of Southwest Quarter (SW 1/4 of SW 1/4), Section Eleven (11), and Northwest Quarter of Northwest Quarter (NW 1/4 of NW 1/4), Section Fourteen (14), all in Township Seven (7) North, Range Two (2) East, LESS AND EXCEPT therefrom that portion of the NW 1/4 of NW 1/4 of said Section 14 conveyed to Walter S. Ridgeway, II, as set forth in that certain deed from R. E. Douglas, dated November 3, 1956, and recorded in Deed Book 66, at page 306 of the records in the office of the Chancery Clerk of Madison County, Mississippi.

LESS AND EXCEPT, HOWEVER, the lands conveyed by Village Development Corporation to the Pearl River Valley Water Supply District on January 24, 1963, by instrument recorded in Book 87, at page 261 of the records on file in the office of the Chancery Clerk of Madison County, Mississippi.

The warranty of this conveyance is subject to the reservation of an undivided one-half interest in and to all of the oil, gas and other minerals by W. G. Whaley in Warranty Deed to R. E. Douglas, which Warranty Deed is dated November 21, 1955, and is recorded in Book 63, at page 436 of the records on file in the office of the Chancery Clerk of Madison County, at Canton, Mississippi.

The warranty of this conveyance is further subject to the reservation of an undivided 1/32 non-participating oil, gas and mineral

royalty by R. E. Douglas in Warranty Deed to Village Development Corporation, which Warranty Deed is dated May 10, 1961, and is recorded in Book 81, at page 106 of the records on file in the aforesaid Chancery Clerk's office.

Grantors herein reserve unto themselves one-half (1/2) of the remaining interest in the oil, gas and other minerals.

The warranty of this conveyance is further subject to any portion of the above described property which constitutes a part of the public roadway.

The 1970 ad valorem taxes covering the above described property are to be prorated as of the date of this conveyance.

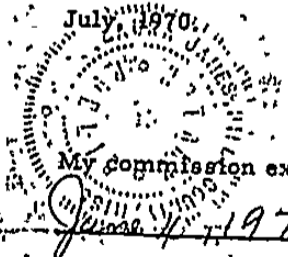
WITNESS our signatures on this the 16th day of July, 1970.

*Cynthia V. Culley*  
CYNTHIA V. CULLEY  
*M. L. Culley*  
M. L. Culley

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Cynthia V. Culley and husband, M. L. Culley, who each acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

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



*Laura James*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1970, at 8:45 o'clock A.M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 552 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

W. A. SIMS, Clerk  
By *Gladys Sproull*, D. C.

FOR and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other valuable considerations, receipt of all of which is hereby acknowledged, including the assumption of the payment of the remaining balance of principal and interest now owed Piedmont, Inc. on that certain indebtedness described in and secured by purchase money deed of trust on the hereinafter described property recorded in Deed of Trust Record Book 370 at Page 703 thereof, which said balance is evidenced by two certain promissory notes, one in the principal amount of \$833.33, and the other in the principal amount of \$833.34, one being due September 1, 1971, and the other being due and payable September 1, 1972, we, JOE L. MAYFIELD and DORIS D. MAYFIELD, husband and wife, do hereby sell, convey and warrant unto CARL EDWARD BROOKS and RUBY E. BROOKS, husband and wife, hereinafter referred to as "Grantees", the following described land and property situated in Madison County, Mississippi, to-wit:

INDEXED

Lot Twenty-six (26), of Lake Lorman, Part 2, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

And for the same consideration the Grantors do hereby convey unto the Grantees all of those easements appurtenant to said property heretofore conveyed to the Grantors by Piedmont, Inc. in deed of conveyance of said Lot 26, Lake Lorman, Part 2, recorded in the office of the Chancery Clerk of Madison County, Mississippi.

This conveyance is subject to all recorded restrictive covenants set out in the aforementioned deed from Piedmont, Inc. to the Grantors herein.

The Grantees herein assume and agree to pay the ad valorem taxes for the year 1970.

The Grantor does hereby expressly reserve a vendor's lien to secure payment of the indebtedness hereinabove described owing to Piedmont,

Inc.

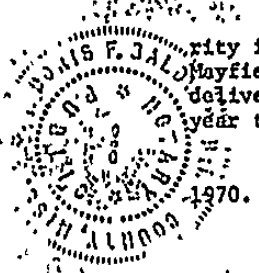
Witness our signatures, this the 12<sup>th</sup> day of August, 1970.

Joe L. Mayfield  
Joe L. Mayfield

Doris D. Mayfield  
Doris D. Mayfield

STATE OF MISSISSIPPI  
COUNTY OF HINDS: : : : :

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Joe L. Mayfield and Doris D. Mayfield, husband and wife, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.



Given under my hand and seal, this the 12<sup>th</sup> day of August, 1970.

Donald F. Baldwin  
Notary Public  
My Com. Expires: Jan 22, 1972

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1970, at 8:45 o'clock A. M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 554 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.



W. A. SIMS, Clerk  
By Glenn S. Spruell, D. C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 119 PAGE 556

INDEXED

NO 2023

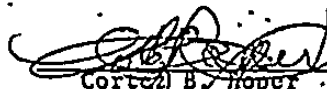
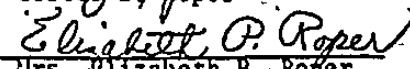
WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration not necessary herein to mention; we, Cortez B. Roper and Mrs. Elizabeth P. Roper, do hereby convey and warrant unto Walter N. Sullivan and Mrs. Judyne S. Sullivan, the following lot or parcel of land lying and being situated in the County of Madison, State of Mississippi, being particularly described as follows; to-wit:

Lot 2 of Lake Castle, formerly known as Lake Haven of Rest, as is shown by the attached survey and plat of said Lake Haven of Rest, the said plat being herunto attached and made a part of this deed in aid of the description of the lands herein described, said subdivision being located in the SE1/4 and E1/2 SW1/4, Section 12, Township 7 North, Range 1 East; together with reasonable rights of way for the purpose of ingress and egress to and from said lot herein described.

This deed is further made subject to that certain agreement executed by C. L. Castle on the 27th day of September, 1949, wherein certain covenants and restrictions were placed upon the lands herein described, and particular reference is made to said agreement, which is recorded in the Chancery Clerk's office in Madison County, Miss., in Deed Record Book 185, at page 57, for the terms and conditions of the same; specific reference being herein made to said instrument.

Witness my signature this the 13 day of + August, 1970.

  
Cortez B. Roper  
  
Mrs. Elizabeth P. Roper



BOOK 119 PAGE 557

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said county and state, the within named Cortez B. Roper and Elizabeth P. Roper, who acknowledged that they signed and delivered the above foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and seal of office, this the 13th day of August, 1970.

*W. A. Sims*  
Notary Public

My Commission expires April 12, 1971



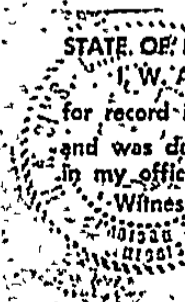
STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1970, at 2:00 o'clock P. M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 556 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

W. A. SIMS, Clerk

By *Glady's [Signature]*, D. C.



STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 119 PAGE 558

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NO 2024

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, W. D. MYERS, do hereby convey and warrant unto PERLINSKY'S, INC., a Mississippi corporation, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot No. 3 on the west side of North Union Street in Canton, Madison County, Mississippi, according to George and Dunlap's map of said City dated 1898 and of record in the Chancery Clerk's office of said County. Said lot is on the west side of the Public Square and is marked "W. K. Baldwin" on said map. The brick store building and lot conveyed in this deed is not presently occupied, but was formerly occupied by the Myers Hardware Store, and said property is the property conveyed, whether properly described or not, together with all fixtures and appurtenances thereto appertaining. The boundary lines of the lot here conveyed have been pointed out by the parties hereto and agreed upon by them.

By the above description and for the considerations hereinabove set out and other good and valuable considerations, I, W. D. Myers, intend to and do hereby convey unto Perlinsky's, Inc. the properties specifically described above, together with all properties adjoining the same, and being the properties acquired by me in that certain Warranty Deed dated January 15, 1949, recorded in book 42 at page 233 of records in the office of the Chancery Clerk, Madison County, Mississippi.

It is understood and agreed that part of the South wall of said building is a party wall, to be used jointly by the property conveyed and the property on the South side thereof, to the extent set out in that lease and agreement dated January 29, 1912 between Mrs. Ida Baldwin and Isidor Perlinsky, which lease and agreement is recorded in land deed book SSS on page 367 of the land deed records of said County.

It is understood and agreed that the North wall of the building herein conveyed is a party wall to be used by said building and the building adjoining it on the North, and that this conveyance is subject to the rights and obligations as set out in that deed dated

July 18, 1894, between H. D. Perlinsky, et al, and W. K. Baldwin, which deed is recorded in book CCC on page 288 of the land deed records of said County.

It is agreed and understood that the stairway used in reaching the upstairs of the building on the lot here conveyed has, for a long period of time immediately prior hereto, been used by the occupants of the Fletcher Building on the North, in going to the upstairs over that building. It is understood that this conveyance carries the rights and is subject to the burdens which are legally existing in so far as said stairway is concerned.

Taxes for the year 1970 on the above described property are to be prorated between grantor and grantee as of the date of this deed.

Witness my signature, this the 14 day of August 1970.

W. D. Myers  
W. D. Myers

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named W. D. MYERS, 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 the 14 day of August 1970

My commission expires:  
August 18, 1971

Susan S. Adams  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1970, at 2:00 o'clock P.M., and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 558 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

W. A. SIMS, Clerk  
By Bladye Spruce D. C.

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BOOK 119 PAGE 560  
WARRANTY DEED

NO 2026

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, and the further consideration of the grantee herein assuming the balance of the indebtedness due by us to HOMESTEAD SAVINGS AND LOAN ASSOCIATION OF JACKSON, I, JOHN T. SCOTT, do hereby sell, convey and warrant unto ALICE-M. ~~SCOTT~~ <sup>SCOTT</sup> my undivided one-half (1/2) interest in the following described land and property situated in Madison County, Mississippi, to-wit:

Lot 7, Block "C", Canton Heights Addition, according to the plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, as now recorded in Plat Book 3 at page 71.

Ad valorem taxes for the year 1970 are assumed by the grantee herein.

There is excepted from the warranty of this conveyance all building restrictions, easements and mineral reservations of record in the office of the Chancery Clerk aforesaid which affect the above described property.

WITNESS my signature this \_\_\_\_\_ day of August, 1970.

*John T. Scott*  
JOHN T. SCOTT

STATE OF ILLINOIS  
COOK COUNTY

PERSONALLY appeared before me, the undersigned authority, in and for said county and state the within named JOHN T. SCOTT, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as his act and deed.

GIVEN UNDER MY HAND and seal, this the \_\_\_\_\_ day of August, 1970.

*Rose [Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: Feb 19, 1974



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 14 day of August, 1970, at 4:00 o'clock P.M., and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 560 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

*W. A. Sims*  
W. A. SIMS, Clerk  
By *Philip [Signature]* D. C.

For a valuable consideration paid by Marion Carl Smith to Dorothy Nell Rogers Smith, the receipt of which is hereby acknowledged, Dorothy Nell Rogers Smith does hereby convey and warrant unto the said Marion Carl Smith the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Six (6), Meadow Dale Subdivision, Part Two (2); a Subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at Page 11, reference to which is hereby made.

The said Marion Carl Smith, as a part of the consideration of this deed, assumes the indebtedness against the above described property.

Excepted from the warranty hereof are all restrictive covenants, rights-of-way, easements and mineral reservations of record pertaining to said property.

The grantee agrees to pay the 1970 ad valorem taxes on the above described property.

This conveyance is a property settlement between husband and wife, and the husband, Marion Carl Smith, signs this instrument to show his consent to the conveyance to him of the above described property by his wife, Dorothy Nell Rogers Smith.

Witness our signatures, this the 5<sup>th</sup> day of August, 1970.

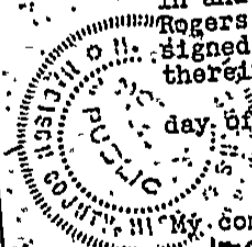
*Dorothy Nell Rogers Smith*  
Dorothy Nell Rogers Smith  
*Marion Carl Smith*  
Marion Carl Smith

State of Mississippi  
County of

Personally appeared before me, the undersigned authority in and for said County and State, the within named Dorothy Nell Rogers Smith and Marion Carl Smith 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 5<sup>th</sup> day of August, 1970.

*[Signature]*  
Notary Public



My commission expires: [blank]

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 15 day of August, 1970, at 10:00 o'clock A.M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 561 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

By *[Signature]* W. A. SIMS, Clerk, D. C.

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BOOK 119 PAGE 562  
WARRANTY DEED

NO 2028

For and in consideration of Ten and no/100 (\$10.00) cash in hand paid me; and the assumption by the within named grantees of the indebtedness owed to the First Federal Savings and Loan Association of Canton, Mississippi, represented by a note and deed of trust both executed by Willie J. LeBlanc and wife, Lettie D. LeBlanc, dated November 16, 1962, which deed of trust is recorded in Book 298, Page 345, in the Chancery Clerk's Office of Madison County, Mississippi, I, Floyd A. Black, do hereby sell, convey and warrant unto Pat M. Robinson and wife, Exie B. Robinson, as an estate in entirety with full rights of survivorship and not as tenants in common the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 80.0 feet on the North side of George Street in the City of Canton, Madison County, Mississippi, and being more particularly described as being all of Lot #24 of the Highland Park Estates, a subdivision as per plat of record in the Office of the Chancery Clerk of Canton, Mississippi. This is not homestead property.

This conveyance is made subject to the following:

- (a) Ad valorem taxes for the year 1970.
- (b) Subject to restrictive covenants dated September 16, 1960, executed by Phillips and Randel Lumber Company, filed for record September 16, 1960, in the Office of the Chancery Clerk of Madison County, Mississippi, and recorded in Book 277, Page 482.
- (c) The deed of trust referred to hereinabove.
- (d) City of Canton, Mississippi, Zoning Ordinances as amended.

The grantor, for a valuable consideration not necessary to set out; does hereby set-over; assign and transfer unto grantees all of his right, title and interest in and to the funds and proceeds of the escrow account being held by First Federal Savings and Loan Association of Canton, Mississippi, in connection with the loan

Page 2 - Warranty Deed, Floyd A. Black  
to Pat M. Robinson, et ux

secured by the indebtedness and deed of trust herein described.  
Witness the signature of the grantor on this 27<sup>th</sup> day of  
July, 1970.

Floyd A. Black  
FLOYD A. BLACK

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority  
in and for the above named jurisdiction, Floyd A. Black, who  
acknowledged that he did sign and deliver the above and foregoing  
warranty deed on the day and year set out therein.

WITNESS my signature and seal of office on this 27<sup>th</sup> day  
of July, 1970.

Barbara S. Hallent  
Notary Public



My Commission Expires:

August 27, 1972

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 17 day of August, 1970, at 2:15 o'clock P.M.,  
and was duly recorded on the 18 day of August, 1970, Book No. 119 on Page 562.

Witness my hand and seal of office, this the 18 of August, 1970.

By Gladys Spawill, D. C.  
W. A. SIMS, Clerk

Form FHA-Miss. 465-2  
(8-25-65)

BOOK 119 PAGE 564

NO. 2030

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

WARRANTY DEED

INDEXED

STATE OF MISSISSIPPI  
COUNTY OF Madison

KNOW ALL MEN BY THESE PRESENTS:

That, we Rosie, Lea J. Tate and his wife, for and in consideration of the assumption by the grantees herein of liability for indebtedness as hereinafter described, and other good and valuable consideration, do hereby sell, convey and warrant unto David Griffin and Gertrude R. Griffin, his wife, as an estate in entirety, with the right of survivorship, and not as tenants in common, the following described real property, situated, lying and being in the County of Madison, State of Mississippi, to-wit:

Lot 13 Block "D", of Magnolia Heights Subdivision, Part 2, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book 5, Page 5, thereof, with reference to which is hereby made in aid of and as a part of the description.

SUBJECT TO:

1. Reservation of all oil, gas and other minerals in, on and under the described property.
2. Easement for sewer lines as set forth on the aforesaid Flat of Magnolia Heights Subdivision.
3. Right-of-way to Mississippi Power and Light Company for construction, operation and maintenance of electric circuit dated January 2, 1950 and recorded in Book 46 at Page 169.
4. Terms and conditions contained in that certain deed recorded in Book 45 at Page 348, and corrected deed recorded in Book 46 at Pages 114 and 115.
5. Right-of-way and easement to Southern Bell Telephone and Telegraph Company as shown by instrument dated October 31, 1966 and recorded in Book 104, Page 79.
6. Lien of Persimmon-Burnt Corn Water Management District, being a chancery Clerk's Decree filed March 26, 1962, and recorded in Minute Book 37, at Page 524 of the Chancery Court of Madison County, Mississippi.
7. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, recorded in Supervisor's Minute Book A-D at Page 266.

The land so conveyed is subject to a certain mortgage or deed of trust in the amount of Nine Thousand Seven Hundred dollars (\$ 9700.00 ) to the United States of America, dated the 13 day of May, 1968, recorded in Book 360 Page 83, of record in mortgages and deeds of trust on land in Madison County, Mississippi.



DEEDS OF

MISSISSIPPI

\*The land so conveyed is also subject to certain mortgages or deeds of trust made in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to the United States of America, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, and in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to the United States, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, respectively, all of record in mortgages and deeds of trust on land in \_\_\_\_\_ County, Mississippi

TO HAVE AND TO HOLD the aforesaid premises, unto the said Grantees and their heirs and assigns forever, together with all hereditaments, improvements, and appurtenances thereunto appertaining.

IN WITNESS WHEREOF, We have hereunto set our hands this 10 day of August, 1970.

*Rose Lee J. Tate*

ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
COUNTY OF Madison ) SS: Personally appeared before me the undersigned Authority, a Notary Public, within and for the County and State, aforesaid, the within named Rose Lee J. Tate and \_\_\_\_\_, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

*Frank Evans*  
(Title)

My Commission Expires: \_\_\_\_\_

(Strike, if inapplicable)

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 17 day of August, 1970, at 8:30 o'clock A.M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 564 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.

By *W. A. Sims*, Clerk  
*Blades Spencer*, D. C.

NO. 2031

BOOK 119 PAGE 566

No 236

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of EIGHTY-SIX & NO/100 DOLLARS (\$ 86.00 ),

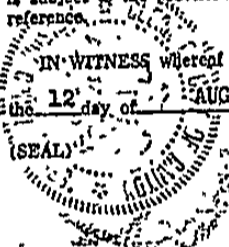
the receipt and sufficiency of which is hereby acknowledged, THE CITY OF CANTON, MISSISSIPPI, does hereby convey and forever warrant unto R. A. DOWDLE ESTATE

the following described land lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 1 of Block J of the addition to the Canton Cemetery, according to the map or plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 4 at pages 22, 23, and 24.

This conveyance is made under authority of an ordinance of the Mayor and Board of Aldermen of the City of Canton recorded in Minute Book 17 at page 64, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained is subject to the provisions of said ordinance, the provisions and terms of which are incorporated and made a part hereof by reference.

IN WITNESS whereof the City of Canton has caused its signature to be subscribed and its official seal affixed hereto on the 12 day of AUGUST, 1970



CITY OF CANTON, MISSISSIPPI

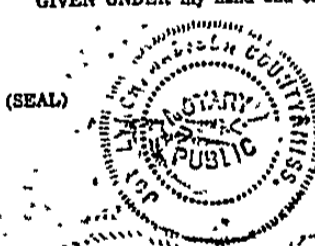
BY Georgie L. Cobb, Clerk

STATE OF MISSISSIPPI  
COUNTY OF MADISON

GEORGIE L. COBB

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction above mentioned, ~~known to me~~, personally known to me to be the Clerk of the City of Canton, Mississippi, who acknowledged that she signed, affixed the seal of said City thereto, and delivered the foregoing deed on the date therein stated, as and for the act and deed of said City, being first duly authorized so to do.

GIVEN UNDER my hand and official seal this the 12 day of August, 1970



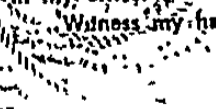
Jay Lynch  
Notary Public

My Commission Expires: My Commission Expires April 7, 1974

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of August, 1970 at 8:30 o'clock A.M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 566 in my office.

Witness my hand and seal of office, this the 18 of August, 1970



By W. A. SIMS, Clerk  
W. A. Sims, D. C.

BOOK 1888 PAGE 432

WARRANTY DEED

BOOK 119 PAGE 567

INDEXED

NO. 2032

For and in consideration of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, JACKSON LAND IMPROVEMENT CO., INC., a Mississippi Corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto JACKSON-HINDS, INC. the following described land and property situated in Madison County, Mississippi, to-wit:

Lot Twenty-Four (24) and Lot Twenty-Five (25) Meadow Dale Subdivision, Part Four (4), a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County in Plat Book 5 at page 25, thereof, reference to which is made in aid of this description.

There is excepted from the warranty of this conveyance all building restrictions, easements, oil and gas and other minerals, which are on file and of record in the office of the Chancery Clerk of Madison County, Mississippi.

Ad valorem taxes for the year 1970 are excepted from the warranty of this conveyance and are assumed by the Grantee herein.

WITNESS the signature of JACKSON LAND IMPROVEMENT CO., INC., by its duly authorized officer, this the 10<sup>th</sup> day of July, 1970.

JACKSON LAND IMPROVEMENT CO., INC.

By: George B. Gilmore

STATE OF MISSISSIPPI  
COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, George B. Gilmore, who acknowledged to me that he is Secretary-Treasurer of Jackson Land Improvement Co., Inc., and that as such officer he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned after having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 10<sup>th</sup> day of

July, 1970.

Mrs. Marie Greenett  
Notary Public.

My Commission Expires July 10, 1973

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 17 day of August, 1970, at 8:45 o'clock A.M., and was duly recorded on the 18 day of Aug, 1970 Book No. 119 on Page 567 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.

By: Glady's Spence, D. C.  
W. A. SIMS, Clerk

For and in consideration of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, JACKSON LAND IMPROVEMENT CO., INC., a Mississippi Corporation, acting by and through its duly authorized officer, does hereby sell, convey and warranty unto CITY BUILDERS, INC., the following described Land and property situated in Madison County, Mississippi, to-wit:

Lots One (1), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), and Twenty-Nine (29) Meadow Dale Subdivision, Part Four (4), a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County in Plat Book 5 at Page 25, thereof, reference to which is made in aid of this description.

There is excepted from the warranty of this conveyance all building restrictions, easements, oil and gas and other minerals, which are on file and of record in the office of the Chancery Clerk of Madison County, Mississippi.

Ad valorem taxes for the year 1970 are excepted from the warranty of this conveyance and are assumed by the Grantee herein.

WITNESS the signature of JACKSON LAND IMPROVEMENT CO., INC., by its duly authorized officer, this the 20th day of July, 1970.

JACKSON LAND IMPROVEMENT CO., INC.

By: George B. Gilmore

STATE OF MISSISSIPPI  
COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, George B. Gilmore, who acknowledged to me that he is Secretary-Treasurer of Jackson Land Improvement Co., Inc., and that as such officer he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned after having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 20th day of July, 1970.

Mrs. Louis G. Gussitt  
Notary Public



My Commission Expires: 7-18-76

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of August, 1970, at 8:45 o'clock A. M., and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 568 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

By: W. A. SIMS, Clerk  
Philip Spawell D. C.

WARRANTY DEED

NO. 2034

BOOK 119 PAGE 569

STATE OF MISSISSIPPI  
COUNTY OF MADISON

INDEXED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid to the undersigned by the Grantees, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, I the undersigned, WILLIAM M. BEARD, do hereby grant, sell, convey and warrant to ROBERT W. TYSON, and wife, NADIA A. TYSON, as tenants by the entirety with right of survivorship and not as tenants in common, the following described lands in Madison County, Mississippi, to-wit:

TOWNSHIP 7 NORTH, RANGE 1 EAST

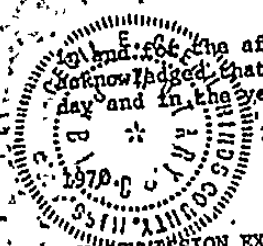
Section 21: The North Half of the Northwest Quarter of the Northwest Quarter (N $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$ ); and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) lying West of Livingston Road as it is now laid out and runs through said land, according to survey and plat of Glenn E. Quarles, under the supervision of Joe A. Sutherland, C. E., dated December, 1965, less and except that part of the Northwest Quarter (NW $\frac{1}{4}$ ) lying East of Livingston Road as it is now laid out and runs through said land, containing 57 acres, more or less.

The above described lands being no part of my homestead.

WITNESS MY SIGNATURE, this the 17<sup>th</sup> day of August, 1970.

*William M. Beard*  
WILLIAM M. BEARD

STATE OF MISSISSIPPI  
COUNTY OF HINDS



MY COMMISSION EXPIRES:

*Jan 4, 1974*

PERSONALLY appeared before me, the undersigned authority of the aforesaid County and State, the within named WILLIAM M. BEARD, who acknowledged that he signed and delivered the above and foregoing instrument on the day and in the year therein mentioned, and for the purposes therein stated.

GIVEN UNDER MY HAND AND SEAL, this the 13<sup>th</sup> day of August,

*Acie E. Gentry*  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of August, 1970, at 9:00 o'clock P.M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 569 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

By *W. A. Sims* W. A. SIMS, Clerk D. C.

WHEREAS, on May 29, 1969, Thomas Lockett and Louise Lockett, his wife, executed a Deed of Trust to E. R. Edwards, Trustee, for the benefit of Jim Walter Corporation which Deed of Trust is recorded in Book 369, at Page 227, in the office of the Chancery Clerk of Madison County, Mississippi, and

INDEXED

WHEREAS, said Deed of Trust was assigned to Mid-State Homes, Inc. on June 9, 1969 by instrument recorded in Book 375 at Page 114, of the aforesaid records; and

WHEREAS, Mid-State Homes, Inc. appointed and substituted David M. McMullan as Trustee therein in the place and stead of E. R. Edwards by Substitution of Trustee, dated June 8, 1970 and duly recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 375, at Page 165, as was its right to do under the terms and conditions of said Deed of Trust; and

WHEREAS, default having been made in the payment of part of the indebtedness secured by said Deed of Trust, which default continued for a period of time necessary for the holder thereof to declare the entire unpaid balance immediately due and payable, as was its option so to do under the terms of the Deed of Trust and default having been made in said payment and said Substituted Trustee having been requested and directed by Mid-State Homes, Inc. to foreclose under the terms of said Deed of Trust, I did on the 24th day of July, 1970 during legal hours, being between the hours of 11:00 A.M., and 4:00 P.M. at the Main front door of the County Court House of Madison County, at Canton, Mississippi, offer for sale at public auction and sell to the highest and best bidder for cash, according to law, the following described land and property lying and being situated in Madison County, Mississippi, being more particularly described as follows, to-wit:

A lot or parcel of land fronting 1.705 chains on the east side of public road in the NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 24, Township 10 North, Range 3 East, Madison County, Mississippi, and all being more particularly described as from a point that is 3.12 chains West of the NE corner of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 24, run thence South for 1.58 chains, thence running West for 6.20 chains to the east side of said public road, thence running N 22 degrees 07 minutes West along the east side of said public road for 1.71 chains said line being 0.45 chains, measured at Right Angles from the center of said road, thence running East for 6.84 chains to the point of beginning, and containing in all approximately 1.0 acres, more or less, and all being situated in the NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 24, Township 10 North, Range 3 East, Madison County, Mississippi. For source of title see Deed Book 95 Page 196.

Said property was sold after strictly complying with all the terms and conditions of said Deed of Trust and the statutes made and provided in such cases. A notice of time, place and terms of said sale, together with a description of said property to be sold was given by publication in the Madison County Herald, a newspaper published in Madison County, Mississippi, for four consecutive weeks preceding the date of sale. The first notice of the publication appeared on July 2, 1970, and subsequent notices appeared on July 9, 16, 23, 1970 and a notice identical to said published notice was posted on the bulletin board at the main front door of the County Court House of Madison County, at Canton, Mississippi, for said time. Everything necessary to be done was done to make and effect a good and lawful sale.

At said sale Mid-State Homes, Inc. in competition with other bidders, bid for the said property in the amount of \$9,276.14 which being the highest and best bid, the same was then and there struck off to Mid-State Homes, Inc., P. O. Box 9128, Tampa, Florida and it was declared the purchaser thereof.

NOW, THEREFORE, in consideration of the full payment of the purchase price, I, the undersigned Substituted Trustee do hereby sell and convey unto Mid-State Homes, Inc. P. O. Box 9128, Tampa, Florida the land and property above described. Title to this property is believed to be good, but I convey only such title as is vested in me as Substituted Trustee.

WITNESS MY SIGNATURE this, the 13th day of August, 1970.

*David M. McMullan*  
DAVID M. McMULLAN, SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named David M. McMullan, Substituted Trustee, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned and in the capacity therein stated.

GIVEN under my hand and Official seal, this, the 13th day of August 1970.

My Commission expires

*June 4, 1974*



*Laura James*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison: I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of August, 1970, at 9:00 o'clock A.M., and was duly recorded on the 18 day of Aug., 1970, Book No. 119 on Page 570 in my office.

Witness my hand and seal of office, this the 18 of August, 1970.  
W. A. SIMS, Clerk

By *Gladye Spence*, D. C.

QUITCLAIM DEED

BOOK 119 PAGE 572

INDEXED

NO. 2036

FOR and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other valuable considerations, receipt of all of which is hereby acknowledged; I, SALLYE M. BALL do hereby quitclaim and release unto L.M. MONTGOMERY all of my right, title and interest in and to the following described land and property situated in Madison County, Mississippi, to-wit:

All of that part of Lot 120 of Lake Lorman, Part 4, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, which lies west of a line described as follows: Beginning at a point on the northeasterly line of said Lot 120 (being the rear line of said lot), which said point is 40 feet southeasterly along said line from the northmost corner of said lot, and from said point of beginning run southwesterly in a straight line which will intersect at the midpoint thereof a straight line drawn from the southmost corner of Lot 121 to the southwest corner of Lot 119, Lake Lorman, Part 4, and continue thence southwesterly in a straight line to the point of intersection of said straight line with the south line of said Lot 120.

Together with all those rights and easements of every kind and nature conveyed to me in deed from B. R. Sigrest conveying the above described property dated July 26, 1968.

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

Witness my signature, this the 20<sup>th</sup> day of Aug., 1968.

Sallye M. Ball  
Sallye M. Ball

STATE OF MISSISSIPPI  
COUNTY OF HINDS::::

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

Given under my hand and seal, this the 20 day of Aug., 1968.

Ann McPhee  
Notary Public  
My Com. Expires November 15, 1978



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of August, 1968, at 9:00 o'clock A.M., and was duly recorded on the 18 day of Aug., 1968, Book No. 119 on Page 572 in my office.

Witness my hand and seal of office, this the 18 of August, 1968

W. A. SIMS, Clerk  
W. A. Sims D. C.



FOR and in consideration of the sum of Ten and No/100 Dollars NO. 2037 (\$10.00), cash in hand paid, and other valuable considerations, receipt of all of which is hereby acknowledged, I, B. R. SIGREST do hereby sell, convey and warrant unto L. M. MONTGOMERY the following described land and property situated in Madison County, Mississippi, to-wit:

INDEXED

All of that part of Lot 120 of Lake Lorman, Part 4, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, which lies East of a line described as follows: Beginning at a point on the northeasterly line of said Lot 120 (being the rear line of said lot), which said point is 40 feet southeasterly along said line from the northmost corner of said lot, and from said point of beginning run southwesterly in a straight line which will intersect at the mid-point thereof a straight line drawn from the southmost corner of Lot 121 to the southwest corner of Lot 119, Lake Lorman, Part 4, and continue thence southwesterly in a straight line to the point of intersection of said straight line with the south line of said Lot 120.

And for the same consideration the Grantor does convey unto the Grantee all of those easements appurtenant to said property heretofore conveyed to Carroll Eugene DeLoach and Betty Jane McClintock DeLoach by Warranty Deed recorded in Deed Book 107 at Page 342 in the office of the Chancery Clerk of Madison County, Mississippi.

This conveyance is subject to all recorded restrictive covenants set out in the aforementioned deed from Piedmont, Inc. to Carroll Eugene DeLoach, et al.

The Grantee assumes and agrees to pay the ad valorem taxes for the year 1970.

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

Witness my signature, this the 11<sup>th</sup> day of August, 1970.

*B. R. Sigrest*

STATE OF MISSISSIPPI  
COUNTY OF HINDS: : : : :

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, B. R. Sigrest who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the 11<sup>th</sup> day and year therein mentioned.

Given under my hand and seal, this the 11<sup>th</sup> day of August, 1970.

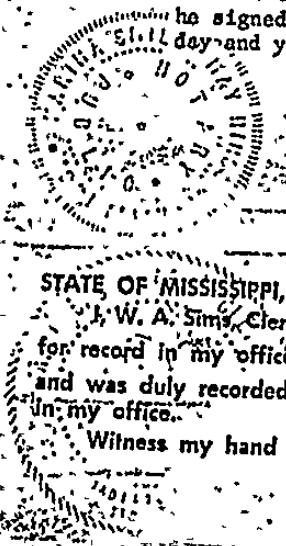
*Martha Audrey May*  
Notary Public  
My Com. Expires: Jan. 17, 1972

STATE OF 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 17 day of August, 1970, at 9:00 o'clock A.M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 573 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

W. A. SIMS, Clerk  
By *Blaise J. Spruill*, D. C.



## WARRANTY DEED

NO. 2038

INDEXED

FOR and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other valuable considerations, receipt of all of which is hereby acknowledged, PIEDMONT, INC., a Mississippi corporation, does hereby sell, convey and warrant unto L.M. MONTGOMERY and EULALA R. MONTGOMERY, husband and wife, as joint tenants with the full right of survivorship, and not as tenants in common, the following described land and property situated in Madison County, Mississippi, to-wit:

A certain parcel of land being situated in the SW $\frac{1}{4}$ , SW $\frac{1}{4}$ , Section 5, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Beginning at the southeast corner of Lot 64 of Lake Lorman Subdivision, Part 2, and run North 0 degrees 22 minutes 30 seconds West, 20.6 feet; thence North 82 degrees 18 minutes 10 seconds East, 40.34 feet; thence North 0 degrees 15 minutes 20 seconds West, 99.7 feet; thence North 0 degrees 05 minutes 20 seconds West, 201.72 feet; thence North 13 degrees 04 minutes 20 seconds West, 123.45 feet; thence North 0 degrees 08 minutes 20 seconds West, 77.9 feet to the point of beginning of the land described herein; thence continue North 0 degrees 08 minutes 20 seconds West, 155.12 feet to the beginning of a curve to the right of 98.24 foot radius; thence North 40 degrees 05 minutes 40 seconds East along the chord to said curve for a distance of 126.72 feet to the end of said curve; thence North 80 degrees 19 minutes 40 seconds East, 115 feet, thence South 2 degrees 28 minutes 49 seconds East, 244.78 feet; thence South 82 degrees 32 minutes 30 seconds West, 206.95 feet to the point of beginning.

LESS AND EXCEPT a parcel of land 100 feet in width off of the entire south side of the above described parcel. (The hereinabove conveyed parcel of land is hereinafter sometimes referred to as Lot 199 (A) of Lake Lorman, Part 7, for purposes of reference.)

There is excepted from this conveyance and from the warranty hereof all oil, gas and other minerals lying in, on and under said property.

The Grantee does hereby grant unto the said Grantees, and unto Grantees successors in title a non-exclusive, perpetual and irrevocable easement over and across those certain areas forty feet in width designated "Reserved for private drive" on the plats of those subdivisions known as Lake Lorman Part 1 to 5, each inclusive, recorded in the office of the Chancery Clerk of Madison County, Mississippi, for purposes of ingress and egress to the public roads at the extremity of said private drives, this conveyance being made subject to the provisions of a certain covenant between Piedmont, Inc. and Madison County, Mississippi, relative to said private drives recorded in Deed Book 305

at Page 348 in the office of the Chancery Clerk of Madison County, Mississippi.

Grantor does hereby grant and convey unto the said Grantees, and unto Grantees successors in title a non-exclusive, perpetual and irrevocable easement for the use of the surface of Lake Lorman situated in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating, swimming and water sports, but subject to the terms, conditions and covenants contained in a certain instrument executed by Piedmont, Inc., recorded in Deed Book 315 at Page 431 in said Chancery Clerk's office.

Grantor does hereby grant and convey to said Grantees and unto Grantees successors in title a non-exclusive perpetual and irrevocable easement for the use of the surface of that body of water known as "Little Lake Lorman" also situated in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating and swimming, subject to the covenants and restrictions hereinafter set out as to the use of said "Little Lake Lorman" and any other rules and regulations placed thereon by the Board of Governors of Lake Lorman as said Board is constituted under the provisions of the aforementioned instrument recorded in Deed Book 315 at Page 431 thereof in said Chancery Clerk's office.

The following protective covenants shall apply to the herein conveyed parcel of land, shall run with the land and shall be binding on all persons owning said lot from this date until May 1, 1983, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in Lake Lorman, Parts 1 to 5 inclusive, (being subdivisions of lands in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi) and a majority of the then owners of separate parcels of land which have been deeded to others by Piedmont, Inc., in said sections, having a frontage on "Little Lake Lorman" and being unofficially referred to as Lake Lorman Lots 159 to 196, inclusive, in

deeds from Piedmont, Inc., to various grantees, has been recorded, agreeing to change said covenants in whole or in part, or to revoke the same entirely:

1. Said Parcel shall be known and described as a residential lot, and no building shall be erected, placed, altered, or permitted to remain on any such residential lot other than one residential building meeting the specifications hereinafter set out, and not more than one residence shall be permitted on any lot at any one time.

2. No dwelling shall exceed two stories in height. No dwelling shall be permitted on any residential lot, the ground floor area of which dwelling, exclusive of one story open porches, shall be less than 900 square feet. Any private garage shall be attached to the dwelling.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No shack, barn or other outbuilding shall be erected on any residential lot. No trailer other than a boat trailer shall be placed or maintained on any lot. Fences shall be of metal construction and shall be of the type generally known as "chain link" fence.

5. No residential lot shall be re-subdivided. However, nothing herein contained shall prevent the owner of two adjoining lots or the owner of one whole lot and a portion of an adjoining lot from treating the combined area so owned as one building lot, in which event the set back lines for building purposes shall be construed and interpreted to apply to the outside lines of the combined area and not to the line which is common to both lots.

6. That no animal shall be kept either permanently or temporarily on the hereinabove conveyed property, with the exception of household pets.

6. (a) Any residential building constructed on said lot shall face in a northwesterly direction, with the front line thereof being parallel to the chord of the curb set forth in the description of the lot hereinabove contained. No building shall be located on said lot nearer than 50 feet to any street or roadway abutting said lot, nor nearer than 10 feet to any side lot line; provided, however, that this covenant shall not be construed so as to permit any portion of a building on a lot to encroach upon another lot except in cases where two adjoining lots or one whole lot and a portion of an adjoining lot are owned by one person (or by one person and one person and his or her spouse) and there is only one residence constructed on the

combined area thus owned in both lots. But nothing herein contained or contracted in covenant 5 above shall be so construed as to permit a part of a lot as originally conveyed by Piedmont, Inc. to be used alone as a lot separate and apart from an adjoining full lot. The words "front lot line" as used in these restrictive covenants shall be construed to mean the lot line abutting a roadway or street and all residences shall be so constructed as to front or face the roadway or street abutting said lot.

7. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

8. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

9. All residences constructed on said lot shall be of brick veneer finish or of frame construction with either wood or asbestos siding on the outside. All houses having outside finishes of wood shall have all wooden surfaces neatly painted with at least two coats of paint.

10. Grantee shall be bound by the following rules and regulations affecting the use of said Little Lake Lorman and the lot hereby conveyed:

A. No firearms of any kind shall be discharged or fired from any boat or by anyone across said body of water, or into said body of water on any lot.

B. No boat of any kind owned by any person other than the owner of one of the conveyed lots shall at any time be allowed on Little Lake Lorman.

C. The body of water known as Little Lake Lorman shall be governed and controlled by the Board of Governors of Lake Lorman elected and constituted as set forth in the instrument executed by Piedmont, Inc., and recorded in Book 315 at Page 431 in the office of the Chancery Clerk of Madison County, Mississippi.

D. The Owner of this lot shall annually pay to the Board of Governors a maintenance charge in an amount not to exceed \$50.00 per lot per year for the purpose of creating a fund to be known as "Lake Lorman Maintenance Fund", which fund shall be a trust fund to be used for any purpose which in the sole discretion of said Board shall be determined beneficial to the lot.

Owners easement rights in either Lake Lorman, of Little Lake Lorman which purposes shall include but not be limited to the upkeep and maintenance of these forty foot private easements for ingress and egress shown on plats of Lake Lorman subdivision, Part 1 to 5 inclusive and the other easement for ingress and egress appurtenant to any lot conveyed by Piedmont, Inc., in either Sec. 5 or 6, Township 7 N. Range 1 E, Madison County, Mississippi.

E. No lot shall be sold or conveyed to anyone unless the prospective purchaser shall have first been passed on and approved by the Board of Governors of Lake Lorman as being a desirable person to have as a member of the group of lot owners using Little Lake Lorman. Nor shall any owner of any of said lots lease or rent the same to any tenant or lessee until such tenant or lessee has been approved by said Board of Governors as being a desirable person to have in occupancy of said property.

F. No alcoholic beverages shall be kept in or transported in any boat on Little Lake Lorman nor shall any intoxicating beverages be drunk by any person while using said lake for boating, swimming, fishing or for any other purpose.

G. The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out with reference to activities on the lake, which rules in the opinion of the Board of Governors shall add to the beneficial use of Little Lake Lorman and contribute to the safety and beauty of the lake.

H. Little Lake Lorman shall not be used for water skiing.

11. Any and all septic tanks installed on said lot shall be installed in accordance with the rules and requirements of the Mississippi State Board of Health regarding septic tanks, and shall not be put into use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.

12. No garbage, refuse or trash of any kind shall at any time be dumped on or deposited in Little Lake Lorman.

13. All owners of lots shall at all times keep the grass on said lots neatly cut and shall keep said lots free of weeds, litter and rubbish of all kinds.

14. No improvements of any kind shall be erected or the erection thereof begun, or changes made in the exterior design thereof, after original construction on a lot, until plans and specifications according to which construction or alteration will be made have been submitted to and approved in writing by the aforementioned Board of Governors.

15. The guests or invitees of any lot owner shall not use Little Lake Lorman for fishing, boating, swimming, or any other purpose unless accompanied by the lot owner whose guest or invitees he is.

16. The lot hereby conveyed shall be so owned that the record title to said lots will be vested in one individual person, or in two persons, if those persons are husband and wife. No corporation partnership, association or club shall become vested with title to or rent any of said lots. In those instances where a person purchasing a lot elects to have title vested in the spouse of the purchaser, title may be held by a husband and wife as either tenants in common or as joint tenants with the full right of survivorship.

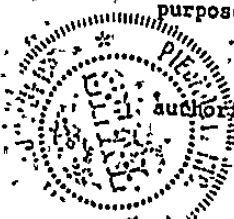
Grantees assume and agree to pay the ad valorem taxes for the current year.

17. The guests or invitees of the lot owner shall not use Lake Lorman or Little Lake Lorman for fishing, boating or any other purpose unless accompanied by the lot owner whose guest or invitee he is.

WITNESS THE SIGNATURE AND SEAL OF PIEDMONT, INC. by its duly authorized officer, this, the 13th day of August 1970

PIEDMONT, INC.

By Sadie Vee Watkins Lewis  
President



STATE OF MISSISSIPPI  
COUNTY OF HINDS: : : : :

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Sadie Vee Watkins Lewis, who acknowledged to me that she is President of Piedmont, Inc and that, for and on behalf of said corporation and as its act and deed, she signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, she having been first duly authorized so to do.

Given under my hand and official seal this, the \_\_\_\_\_ day of \_\_\_\_\_

Martha Smiley May  
Notary Public



My commission expires: Jan 17, 1972

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of August, 1970, at 9:00 o'clock A.M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 574

Witness my hand and seal of office, this the 18 of August, 1970

By W. A. Sims, Clerk  
Blodgett Spauld, D.C.

FOR and in consideration of the sum of Ten & No/100 Dollars (\$10.00), cash in hand paid, and other valuable considerations, receipt of all of which is hereby acknowledged, **INDEXED** **PIEDMONT, INC.**, a Mississippi corporation, does hereby sell convey and warrant unto L. M. Montgomery and Eulala R. Montgomery, husband and wife, as joint tenants with the full right of survivorship, and not as tenants in common, the following described land and property situated in Madison County, Mississippi, to-wit:

The South one hundred feet of a certain parcel of land being situated in the SW $\frac{1}{4}$ , Section 5, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:  
Beginning at the southeast corner of Lot 64 of Lake Lorman Subdivision, Part 4, and run North 0 degrees 22 minutes 30 seconds West, 20.6 feet; thence North 82 degrees 18 minutes 10 seconds East, 40.34 feet; thence North 0 degrees 15 minutes 20 seconds West, 99.7 feet; thence North 0 degrees 05 minutes 20 seconds West, 201.72 feet; thence North 13 degrees 04 minutes 20 seconds West, 123.45 feet; thence North 0 degrees 08 minutes 20 seconds West, 77.9 feet to the point of beginning of the land described herein; thence continue North 0 degrees 08 minutes 20 seconds West, 155.12 feet to the beginning of a curve to the right of 98.24 foot radius; thence North 40 degrees 05 minutes 40 seconds East along the chord to said curve for a distance of 126.72 feet to the end of said curve; thence North 80 degrees 19 minutes 40 seconds East, 115 feet, thence South 2 degrees 28 minutes 49 seconds East, 244.78 feet; thence South 82 degrees 32 minutes 30 seconds West, 206.95 feet to the point of beginning. (The hereinabove described parcel of land being hereafter sometimes referred to as Lot 199 of Lake Lorman, Part 7, for purposes of reference.)

There is excepted from this conveyance and from the warranty hereof all oil, gas and other minerals lying in, on and under said property.

The Grantee does hereby grant unto the said Grantees, and unto Grantees successors in title a non-exclusive, perpetual and irrevocable easement over and across those certain areas forty feet in width designated "reserved for private drive" on the plats of those subdivisions known as Lake Lorman Part 1 to 5, each inclusive, recorded in the office of the Chancery Clerk of Madison County, Mississippi, for purposes of ingress and egress to the public roads at the extremity of said private drives, this conveyance being made subject to the provisions of a certain covenant between Piedmont, Inc. and Madison County, Mississippi, relative to said private drives recorded in Deed Book 305



at Page 348 in the office of the Chancery Clerk of Madison County, Mississippi.

Grantor does hereby grant and convey unto the said Grantees, and unto Grantees successors in title a non-exclusive, perpetual and irrevocable easement for the use of the surface of Lake Lorman situated in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating, swimming and water sports, but subject to the terms, conditions and covenants contained in a certain instrument executed by Piedmont, Inc., recorded in Deed Book 315 at Page 431 in said Chancery Clerk's office.

Grantor does hereby grant and convey to said Grantees and unto Grantees successors in title a non-exclusive perpetual and irrevocable easement for the use of the surface of that body of water known as "Little Lake Lorman" also situated in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating and swimming, subject to the covenants and restrictions hereinafter set out as to the use of said "Little Lake Lorman" and any other rules and regulations placed thereon by the Board of Governors of Lake Lorman as said Board is constituted under the provisions of the aforementioned instrument recorded in Deed Book 315 at Page 431 thereof in said Chancery Clerk's office.

The following protective covenants shall apply to the herein conveyed parcel of land, shall run with the land and shall be binding on all persons owning said lot from this date until May 1, 1983, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in Lake Lorman, Parts 1 to 5 inclusive, (being subdivisions of lands in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi) and a majority of the then owners of separate parcels of land which have been deeded to others by Piedmont, Inc., in said sections, having a frontage on "Little Lake Lorman" and being unofficially referred to as Lake Lorman Lots 159 to 196, inclusive, in

deeds from Piedmont, Inc., to various grantees, has been recorded, agreeing to change said covenants in whole or in part, or to revoke the same entirely:

1. Said Parcel shall be known and described as a residential lot, and no building shall be erected, placed, altered, or permitted to remain on any such residential lot other than one residential building meeting the specifications hereinafter set out, and not more than one residence shall be permitted on any lot at any one time.
2. No dwelling shall exceed two stories in height. No dwelling shall be permitted on any residential lot, the ground floor area of which dwelling, exclusive of one story open porches, shall be less than 900 square feet. Any private garage shall be attached to the dwelling.
3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. No shack, barn or other outbuilding shall be erected on any residential lot. No trailer other than a boat trailer shall be placed or maintained on any lot. Fences shall be of metal construction and shall be of the type generally known as "chain link" fence.
5. No residential lot shall be re-subdivided. However, nothing herein contained shall prevent the owner of two adjoining lots or the owner of one whole lot and a portion of an adjoining lot from treating the combined area so owned as one building lot, in which event the set back lines for building purposes shall be construed and interpreted to apply to the outside lines of the combined area and not to the line which is common to both lots.
6. That no animal shall be kept either permanently or temporarily on the hereinabove conveyed property, with the exception of household pets.
- 6 (a) No building shall be located on any residential lot nearer than 50 feet to the front lot line nor nearer than 10 feet to any side lot line; provided, however, that this covenant shall not be construed so as to permit any portion of a building on a lot to encroach upon another lot except in cases where two adjoining lots or one whole lot and a portion of an adjoining lot are owned by one person (or by one person and one person and his or her spouse) and there is only one residence constructed on the

combined area thus owned in both lots. But nothing herein contained or contracted in covenant 5 above shall be so construed as to permit a part of a lot as originally conveyed by Piedmont, Inc. to be used alone as a lot separate and apart from an adjoining full lot. The words "front lot line" as used in these restrictive covenants shall be construed to mean the lot line abutting a roadway or street and all residences shall be so constructed as to front or face the roadway or street abutting said lot.

7. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

8. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

9. All residences constructed on said lot shall be of brick veneer finish or of frame construction with either wood or asbestos siding on the outside. All houses having outside finishes of wood shall have all wooden surfaces neatly painted with at least two coats of paint.

10. Grantee shall be bound by the following rules and regulations affecting the use of said Little Lake Lorman and the lot hereby conveyed:

A. No firearms of any kind shall be discharged or fired from any boat or by anyone across said body of water, or into said body of water on any lot.

B. No boat of any kind owned by any person other than the owner of one of the conveyed lots shall at any time be allowed on Little Lake Lorman.

C. The body of water known as Little Lake Lorman shall be governed and controlled by the Board of Governors of Lake Lorman elected and constituted as set forth in the instrument executed by Piedmont, Inc., and recorded in Book 315 at Page 431 in the office of the Chancery Clerk of Madison County, Mississippi.

D. The Owner of this lot shall annually pay to the Board of Governors a maintenance charge in an amount not to exceed \$50.00 per lot per year for the purpose of creating a fund to be known as "Lake Lorman Maintenance Fund", which fund shall be a trust fund to be used for any purpose which in the sole discretion of said Board shall be determined beneficial to the lot

Owners easement rights in either Lake Lorman or Little Lake Lorman which purposes shall include but not be limited to the upkeep and maintenance of these forty foot private easements for ingress and egress shown on plats of Lake Lorman subdivision, Part 1 to 5 inclusive and the other easement for ingress and egress appurtenant to any lot conveyed by Piedmont, Inc., in either Sec. 5 or 6, Township 7 N. Range 1 E, Madison County, Mississippi.

E. No lot shall be sold or conveyed to anyone unless the prospective purchaser shall have first been passed on and approved by the Board of Governors of Lake Lorman as being a desirable person to have as a member of the group of lot owners using Little Lake Lorman. Nor shall any owner of any of said lots lease or rent the same to any tenant or lessee until such tenant or lessee has been approved by said Board of Governors as being a desirable person to have in occupancy of said property.

F. No alcoholic beverages shall be kept in or transported in any boat on Little Lake Lorman nor shall any intoxicating beverages be drunk by any person while using said lake for boating, swimming, fishing or for any other purpose.

G. The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out with reference to activities on the lake, which rules in the opinion of the Board of Governors shall add to the beneficial use of Little Lake Lorman and contribute to the safety and beauty of the lake.

H. Little Lake Lorman shall not be used for water skiing.

11. Any and all septic tanks installed on said lot shall be installed in accordance with the rules and requirements of the Mississippi State Board of Health regarding septic tanks, and shall not be put into use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.

12. No garbage, refuse or trash of any kind shall at any time be dumped on or deposited in Little Lake Lorman.

13. All owners of lots shall at all times keep the grass on said lots neatly cut and shall keep said lots free of weeds, litter and rubbish of all kinds.

14. No improvements of any kind shall be erected or the erection thereof begun, or changes made in the exterior design thereof after original construction on a lot, until plans and specifications according to which construction or alteration will be made have been submitted to and approved in writing by the aforementioned Board of Governors.

15. The guests or invitees of any lot owner shall not use Little Lake Lorman for fishing, boating, swimming, or any other purpose unless accompanied by the lot owner whose guest or invitee he is.

16. The lot hereby conveyed shall be so owned that the record title to said lots will be vested in one individual person, or in two persons, if those persons are husband and wife. No corporation partnership, association or club shall become vested with title to or rent any of said lots. In those instances where a person purchasing a lot elects to have title vested in the spouse of the purchaser, title may be held by a husband and wife as either tenants in common or as joint tenants with the full right of survivorship.

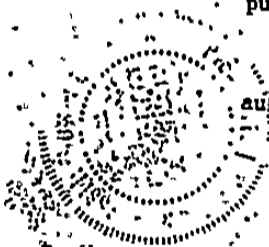
Grantees assume and agree to pay the ad valorem taxes for the current year.

17. The guests or invitees of the lot owner shall not use Lake Lorman or Little Lake Lorman for fishing, boating or any other purpose unless accompanied by the lot owner whose guest or invitee he is.

WITNESS THE SIGNATURE AND SEAL OF PIEDMONT, INC: by its duly authorized officer, this, the 13<sup>th</sup> day of August 1970

PIEDMONT, INC,

By Sadie Vee Watkins Lewis  
President



STATE OF MISSISSIPPI  
COUNTY OF HINDS: : : : :

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Sadie Vee Watkins Lewis, who acknowledged to me that she is President of Piedmont, Inc and that, for and on behalf of said corporation and as its act and deed, she signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, she having been first duly authorized so to do.

Given under my hand and official seal this, the \_\_\_\_\_ day of \_\_\_\_\_

Martha Smiley Gray  
Notary Public

commission expires: Jan 17, 1972



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of August, 1970, at 9:00 o'clock A.M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 580 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

By W. A. SIMS, Clerk

NO. 2040

BOOK 119 PAGE 586.

WARRANTY DEED

INDEXED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt of all of which is hereby acknowledged, we, Callie Hudson, Charlie Hudson, Virginia Hudson Moore, Katie Mae Robinson, Luella Potts, Jimmy Hudson, Ruth Hudson Winston, Ozie Bell Hawkins, Art Hudson, Lillie Mae Brown, Bessie Lee Cole and Doretha Williams, do hereby sell, convey, and warrant unto Ruth Hudson Winston the following described property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land fronting 180 feet on the west side of Mississippi Highway No. 16, containing 1 acre more or less, lying and being situated in the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 7, Township 9, North, Range 3, East, Madison County, Mississippi, and more particularly described as follows:

Commencing at a point at the intersection of the north line of a county public road with the east line of said Highway 16 (said point being 1313.3 feet north of and 1362.6 feet west of a concrete monument at the SW corner of the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 7) and run N 10°53'W along the east line of said highway for 2151.3 feet to a point; thence S 79°07'W for 100 feet to a point on the west line of said highway and the point of beginning of the property herein described; thence run N 80°13'W for 258.7 feet to a point; thence N 10°53'W for 180 feet to a point; thence S 80°13'E for 258.7 feet to a point on the west line of said highway; thence S 10°53'E along the west line of said highway for 180 feet to the point of beginning.

It is understood and agreed that the warranty herein shall extend only to such portions of oil, gas, and other minerals in and under said lands as are owned by the grantors herein and that any portion of said mineral interest heretofore reserved to former grantors is excepted from this conveyance.

BOOK 119 PAGE 587

The above described property is no part of the home-  
stead of any of the grantors.

It is agreed and understood that the ad valorem taxes  
for the year 1969 will be paid by the grantors.

Executed this 10 day of February,  
1970.

Callie Hudson  
Callie Hudson

Charlie Hudson  
Charlie Hudson

Virginia Hudson Moore  
Virginia Hudson Moore

Katie Mae Robinson  
Katie Mae Robinson

Luella Potts  
Luella Potts

Jimmy Hudson  
Jimmy Hudson

Ruth Hudson Winston  
Ruth Hudson Winston

Ozie Bell Hawkins  
Ozie Bell Hawkins

Art Hudson  
Art Hudson

Lillie Mae Brown  
Lillie Mae Brown

Bessie Lee Cole  
Bessie Lee Cole

Doretha Williams  
Doretha Williams

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Before me, the undersigned authority within and for the above jurisdiction, this day personally appeared Callie Hudson, Charlie Hudson, Virginia Hudson Moore; Katie Mae Robinson, Luella Potts, Jimmy Hudson, Ruth Hudson Winston, Ozie Bell Hawkins, and Art Hudson, who acknowledged that they each and severally signed, executed and delivered the above deed on the day and year therein written.

Witness my signature and official seal this 10 day of February, 1970.



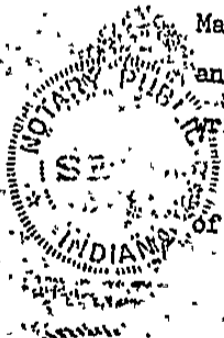
Abbie M. Gobel  
NOTARY PUBLIC

My commission expires:  
2-15-70

STATE OF Indiana  
COUNTY OF Clark

Before me the undersigned authority within and for the above jurisdiction, this day personally appeared Lillie Mae Brown, who duly acknowledged that she signed, executed and delivered the above deed on the day and year therein written.

Witness my signature and official seal this 10 day of March, 1970.



Brent Owen Bizzell  
NOTARY PUBLIC

My commission expires:  
12-10-1971



STATE OF Indiana  
COUNTY OF Lead

Before me the undersigned authority within and for  
the above jurisdiction, this day personally appeared Bessie  
Lee Cole; who duly acknowledged that she signed, executed  
and delivered the above deed on the day and year therein  
written.

Witness my signature and official seal this 10 day  
March, 1970.



Benjamin B. Bird  
NOTARY PUBLIC

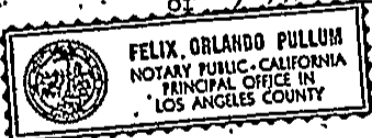
My commission expires:

12-10-1971

STATE OF ~~Indiana~~ CALIFORNIA  
COUNTY OF ~~Lead~~ LOS ANGELES

Before me the undersigned authority within and for  
the above jurisdiction, this day personally appeared  
Doretha Williams, who duly acknowledged that she signed,  
executed and delivered the above deed on the day and year  
therein written.

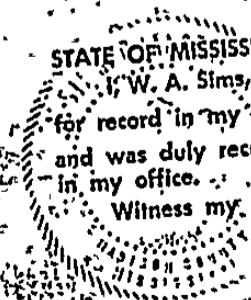
Witness my signature and official seal this 13th day  
of MARCH, 1970.



Felix Orlando Pullum  
NOTARY PUBLIC

My commission expires:  
FELIX ORLANDO PULLUM  
My Commission Expires Jan. 3, 1971

STATE OF MISSISSIPPI, County of Madison:  
I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
for record in my office this 17 day of August, 1980, at 9:45 o'clock A. M.,  
and was duly recorded on the 18 day of Aug, 1980, Book No. 119 on Page 586  
in my office.  
Witness my hand and seal of office, this the 18 of August, 1980  
W. A. SIMS, Clerk



By Glady's Spence D. C.

.....WARRANTY DEED.....

For and in the consideration of the sum of FOURTEEN HUNDRED (\$1400.00) Dollars paid unto us by Naron Bouldin and Mary Lee Bouldin, the receipt of which sum is hereby acknowledged, we, Orange McElroy and Ledora McElroy do hereby convey and warrant unto Naron Bouldin and Mary Lee Bouldin as joint tenants with the full right of survivorship, the following described land, lying and being situated in Madison County, Mississippi:-

\* A parcel of land containing 7 acres more or less, lying and being situated in the SE 1/4 of SW 1/4 Section 3, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:-

Beginning at the NW corner of the Naron Bouldin parcel as conveyed by deed in deed Book 99 at Page 382 in the records of the Chancery Clerk of Madison County, Mississippi; (said P.O.B. being 608.3 feet N 89° 46'W of the NE corner of the SE 1/4 of SW 1/4 of said Section 3 as per said deed) thence from said P.O.B. run N 89° 46'W for 685 feet to a fence corner; thence S 00° 40'E along the existing fence for 448.1 feet to a point; thence S 89° 46'E for 677 feet to a point on the North line of said Bouldin parcel; thence N 00° 14'E along the north line of said Bouldin parcel for 448 feet to the point of beginning.

Witness our signatures this the 17th day of August, 1970.

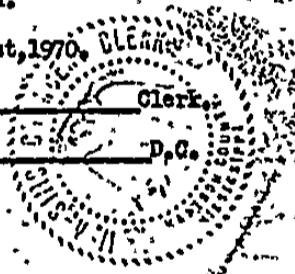
Orange McElroy  
Orange McElroy.  
x Ledora McElroy  
Ledora McElroy.

State of Mississippi:  
Madison County :

Personally appeared before me the undersigned authority in and for said County and State, Orange McElroy and Ledora McElroy who acknowledged that they signed and delivered the foregoing instrument on the day and year therein named.

Given under my hand and official seal this the 17<sup>th</sup> day of August, 1970.

W. A. Sims Clerk.  
By V. R. Snyder D.C.



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17<sup>th</sup> day of August, 1970, at 11:00 o'clock A.M., and was duly recorded on the 18<sup>th</sup> day of Aug, 1970, Book No. 119 on Page 590 in my office.

Witness my hand and seal of office, this the 18<sup>th</sup> of August, 1970.

W. A. SIMS, Clerk  
By Blayne Powell D. C.

WARRANTY DEED BOOK 119 PAGE 591

DEXER 10. 2047

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt if all of which is hereby acknowledged, I, MAUD BROWN, a single person, do hereby sell, convey and warrant unto CLARENCE C. McCULLOUGH the following described real property situated in Madison County, Mississippi, to-wit:

Lots Thirteen (13) and Fourteen (14), Block "B" of Brame's Addition, a subdivision according to a map or plat of which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 3, page 16, LESS and except this portion conveyed by grantor herein to State Highway Commission of Mississippi as reflected in Land Deed Book 77 at page 33, land records of Madison County Mississippi, and described as follows: Begin at the northwest corner of Lot 14 of Block B of Brame's Addition and run easterly along the north line of said lot 14, a distance of 75 feet, more or less, to a point on the proposed east right-of-way line of Federal Aid Project # I-55-2 (24) 103; thence southerly along said east right-of way line, a distance of 282 feet, more or less, to a point on the south line of lot 13 of said Block B; thence westerly along said south line a distance of 43 feet, more or less, to the southwest corner of said Lot 13; thence northerly along the west line of said lots 13 and 14, a distance of 181 feet to the point of beginning; containing 0.38 acres, more or less, and being situated in Lots 13 and 14 of Block B of Brame's Addition in the south-east 1/4 of Section 25, Township 7 North, Range 1 East.

Ad valorem taxes for the year of 1970 are to be paid as follows: Grantor None and Grantee All

WITNESS my signature this the 17<sup>th</sup> day of August, 1970.

Maud Brown  
MAUD BROWN

STATE OF MISSISSIPPI  
Madison COUNTY:

PERSONALLY appeared before me, the undersigned authority in and for said county and state the within named MAUD BROWN, who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as her act and deed.

GIVEN UNDER MY HAND and seal, this the 17 day of August, 1970.

(SEAL)

W. A. Sims, Chon. Clerk  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-1-72 Bladys Spruill, Jr.

STATE OF MISSISSIPPI, County of Madison:  
I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of August, 1970, at 12:15 clock P.M., and was duly recorded on the 18 day of Aug, 1970, Book No. 119 on Page 591 in my office.

Witness my hand and seal of office, this the 18 of August, 1970

By Bladys Spruill, Jr. D. C.  
W. A. SIMS Clerk

WARRANTY DEED BOOK 119 PAGE 592

NO. 2050

FOR and in consideration of Ten and no/100 Dollars (\$10.00) cash in hand paid us, and the further considerations given us which are not necessary to set out herein, the receipt and sufficiency of all of which is hereby acknowledged, we, Charlie Anderson and wife; Verneta Anderson, do hereby sell, convey and warrant unto Chester Williams and wife, Lizzette H. Williams (who is also known as Lizette Williams) as an estate in entirety with full rights of survivorship and not as tenants in common the following described lands in Canton, Madison County, Mississippi, to-wit:

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Beginning at the intersection of the east line of Cameron Street with the north line of Tuteur Street and run North along the east line of Cameron Street for 50 feet to a point; thence East parallel to the north line of Tuteur Street for 85 feet to a point on the west fence line of the Eleanor C. Hale property as conveyed by deed recorded in Deed Book 106 at Page 165 in the records of the Chancery Clerk of Madison County, Mississippi; thence South along said fence for 50 feet to a point on the north line of Tuteur Street; thence West along the north line of Tuteur Street for 85 feet to the point of beginning; and being a portion of that property conveyed to Charlie Anderson by Susie Denson by deed, dated August 22, 1939, which is of record in Deed Book 12 at Page 416 of the records of Madison County, Mississippi.

This conveyance is subject to any rights of way and easements for public utilities, and also, to the Zoning Ordinances of the City of Canton, Mississippi. The Grantors agree to pay 8/12th of the 1970 ad valorem taxes on said lands. This conveyance includes any and all improvements located on said lands.

Executed on this 17<sup>th</sup> day of August, 1970.

Charlie Anderson  
Charlie Anderson

Verneta Anderson  
Verneta Anderson

Page 2 - Warranty Deed of  
Charlie Anderson, et ux  
to Chester Williams, et ux

BOOK 119 PAGE 593

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority  
in and for the above named county and state, Charlie Anderson and  
wife, Verneta Anderson, who acknowledged that they did sign and  
deliver the above and foregoing instrument on the day and year set  
out therein as their act and deed.

WITNESS my signature and seal of office on this 17<sup>th</sup> day of  
August, 1970.

Robert B. Hillert  
Notary Public

My Commission Expires: June 27, 1972



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
for record in my office this 18 day of August, 1970, at 8:25 o'clock A. M.,  
and was fully recorded on the 25 day of Aug, 1970, Book No. 119 on Page 593  
in my office.

Witness my hand and seal of office, this the 25 of August, 1970

W. A. SIMS, Clerk  
By Madelyn Spruvel, D. C.

WARRANTY DEED

FOR and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, JANSIA BUILDERS, INC.

INDEXED

does hereby sell, convey and warrant unto PEARLET ROBINSON

the following described land and MADISON property situated in Madison County, Mississippi,

to-wit:

Lot 18, WESTGATE SUBDIVISION, PART 2, subdivision in the County of Madison, according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book 4 at Page 51 thereof.

1970

Ad valorem taxes for the year ~~XXXX~~ are assumed by the Grantees herein.

There is excepted from the warranty of this conveyance all building restrictions, easements and mineral reservations of record in the office of the Chancery Clerk aforesaid which affect the above described property.

WITNESS the signature of JANSIA BUILDERS, INC., by its duly authorized officer, this the 13th day of August, 1970.

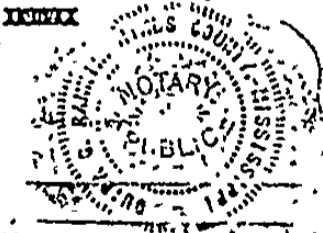
JANSIA BUILDERS, INC.

BY: George B. Gilmore  
George B. Gilmore, Secretary-Treasurer

STATE OF MISSISSIPPI  
COUNTY OF HINDS: : : :

Personally appeared before me the undersigned authority, in and for the jurisdiction aforesaid George B. Gilmore who acknowledged to me that he is Secretary-Treasurer of JANSIA BUILDERS, INC., and that for and on behalf of said corporation, he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized so to do.

Given under my hand and seal, this the 13th day of August, 1970.



Queda G. Rankin  
Notary Public  
My Com. Expires August 6, 1972

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 18 day of August, 1980, at 8:35 o'clock A. M., and was duly recorded on the 25 day of August, 1980, Book No. 119 on Page 594 in my office.

Witness my hand and seal of office, this the 25 of August, 1980.

W. A. SIMS, Clerk  
By Blaise Spence, D. C.

BOOK 119 PAGE 595

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NO. 2058

WARRANTY DEED

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, WE, JONATHAN BAILEY and wife, ORA D. BAILEY, Grantors, do hereby convey and forever warrant unto ESSEX VANBUREN and wife, ELLA VANBUREN, Grantees, as joint tenants with full right of survivorship and not as tenants in common.

One acre in the SW corner of N $\frac{1}{2}$  of NW $\frac{1}{4}$ , Section 34, Township 8 North, Range 2 East, more particularly described as beginning at the SW corner of N $\frac{1}{2}$  of NW $\frac{1}{4}$ , Section 34, Township 8 North, Range 2 East, thence North 210 feet, thence East 210 feet, thence South 210 feet, thence West 210 feet to point of beginning, being in all one acre, more or less, located in Madison County, Mississippi.

SUBJECT ONLY to the following, to-wit:

1. County of Madison and State of Mississippi ad valorem taxes for the year 1970 which shall be prorated as follows:

Grantors \_\_\_\_\_; Grantees 12<sup>th</sup> / 12<sup>th</sup>

WITNESS OUR SIGNATURES on this the 17<sup>th</sup> day of August, 1970.

Jonathan Bailey  
Jonathan Bailey

Ora D. Bailey  
Ora D. Bailey

BOOK 119 PAGE 596

STATE OF INDIANA  
COUNTY OF Madison

PERSONALLY APPEARED before me, the undersigned authority  
in and for the jurisdiction above mentioned, JONATHAN BAILEY and  
wife, ORA D. BAILEY 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 17th day  
of August, 1970.

Mary R. Murock  
Notary Public

(SEAL)

MY COMMISSION EXPIRES:

December 30<sup>th</sup> 1973

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
for record in my office this 18 day of August, 1980, at 10:00 o'clock A.M.,  
and was duly recorded on the 25 day of Aug, 1980, Book No. 119 on Page 595  
in my office.

Witness my hand and seal of office, this the 25 of August, 1980

By W. A. SIMS, Clerk  
W. A. Sims D. C.



QUITCLAIM DEED

BOOK 119 PAGE 597

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NO 2063

THIS DEED is made and entered into this day by and between JOSEPHINE HATZIS, ROSE HATZIS LANCE, and CONTENNA HATZIS BARRANCO as the Grantors, and ROSE MARIE HODGES as the Grantee.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Grantors do sell, convey, transfer, and quitclaim unto the Grantee all their right, title and interest in and to the following described real property situate in the City of Canton, Madison County, Mississippi, more particularly described as follows; to-wit:

Lots Seven (7), Eight (8), Nine (9), and Ten (10), Block Four (4), East End Subdivision to Madison County (now located in City of Canton), Mississippi.

And, also

Lots Eight (8), Nine (9), Ten (10), and Eleven (11), Block Three (3), East End Subdivision to Madison County (now located in City of Canton), Mississippi.

The Grantors herein covenant and warrant that they, Josephine Hatzis, as the widow, Rose Hatzis Lance, as a daughter, Contenna Hatzis Barranco, as a daughter, along with Constantine J. Hatzis, a son, now deceased, are the sole heirs at law of Jim Hodges (Hatzis), and that the Grantee herein is the widow of the deceased son, Constantine J. Hatzis.

IN TESTIMONY WHEREOF witness the signatures of the Grantors on this the 15<sup>th</sup> day of August, 1970.

Mrs. Josephine Hatzis  
MRS. JOSEPHINE HATZIS

Mrs. Rose Hatzis Lance  
MRS. ROSE HATZIS LANCE

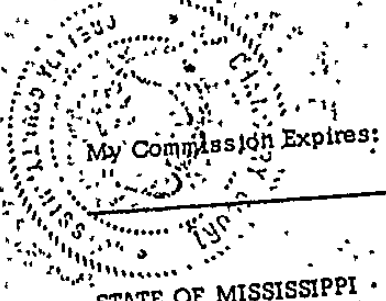
Mrs. Contenna Hatzis Barranco  
MRS. CONTENNA HATZIS-BARRANCO

STATE OF MISSISSIPPI  
COUNTY OF GRENADA

THIS DAY personally appeared before me the undersigned authority in and for the aforesaid jurisdiction, MRS. JOSEPHINE HATZIS, who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as her voluntary act and deed.

Given under my hand and official seal this the 15<sup>th</sup> day of August, 1970.

BARCLAY HARRIS, Chancery Clerk  
and Ex-Officio Notary Public  
By Barclay Harris  
My Commission Expires First Monday in January, 1972

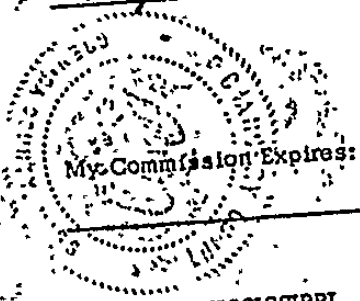


STATE OF MISSISSIPPI  
COUNTY OF GRENADA

THIS DAY personally appeared before me the undersigned authority in and for the aforesaid jurisdiction, MRS. ROSE HATZIS LANCE, who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as her voluntary act and deed.

Given under my hand and official seal this 15<sup>th</sup> day of August, 1970.

BARCLAY HARRIS, Chancery Clerk  
and Ex-Officio Notary Public  
By Barclay Harris  
My Commission Expires First Monday in January, 1972



STATE OF MISSISSIPPI  
COUNTY OF GRENADA

THIS DAY personally appeared before me the undersigned authority in and for the aforesaid jurisdiction, MRS. CONTENNA HATZIS BARRANCO, who acknowledged that she signed and delivered the above

and foregoing Quitclaim Deed on the day and year therein mentioned as her voluntary act and deed.

Given under my hand and official seal this 15<sup>th</sup> day of

August, 1970.

BARCLAY HARRIS, Chancery Clerk and Ex-Officio Notary Public

By Barclay Harris, Notary Public  
My Commission Expires First Monday in January, 1972



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of August, 1970, at 4:30 o'clock P. M., and was duly recorded on the 25 day of Aug., 1970, Book No. 119 on Page 597 in my office.

Witness my hand and seal of office, this the 25 of August, 1970

W. A. SIMS, Clerk

By Gladys Spruill, D. C.