MEXELE

STATE OF MISSISSIPPI COUNTY OF MADISON

BOOH 129 PEGE 499

WARRANTY DEED

In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, MARIE LUTER UPTON, do hereby convey and warrant unto ROBERT M. GATHINGS and wife PEGGY G. CATHINGS as tenants by the entirety with the right of survivor-. ship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Beginning at a point on the Section line that is 1.06 chains south of the northwest corner of the SW\(\frac{1}{2}\) SW\(\frac{1}{2}\) of Section 2, Township 7 North, Range 2 East, and run thence south along the west line of said SW\(\frac{1}{2}\) Chains to a point, thence east to a point on the seast line of said SW\(\frac{1}{2}\) SW\(\frac{1}{2}\) that is 15.84 chains south of the northeast corner of said SW\(\frac{1}{2}\) SW\(\frac{1}{2}\), and run thence north along the east, line of said SW\(\frac{1}{2}\) SW\(\frac{1}{2}\) SW\(\frac{1}{2}\) Chains to a point that is .84 of a chain south of the northeast corner of said SW% SW%, thence west to the point of beginning; containing 30 acres.

LESS AND EXCEPT the tract of land described as:
Beginning at a point on the Section line that is 6.06 chains south
of the northwest corner of the SW½ SW½ of Section 2, Township 7
North, Range 2 East, and run thence south along the west line of
said SW½ SW½ 5 chains to a point, thence east 4 chains to a point,
thence north parallel to the west line of said SW½ SW½ 5 chains to
a point, thence west to the point of beginning.

Subject to right-of-way for public road along the west side of the above described property.

: Less and except the non-participating royalty interest reserved in deed recorded in book 29 at page 461, as clarified by deed of record in book 35 at page 384.

Grantor reserves an undivided one-half of the interest owned by her in and to all oil, gas and other minerals in, on and under the above described land.

Grantees assume and agree to pay taxes on the above described land for the year 1973.

Grantor does hereby set over and assign unto said Robert M. Gathings and wife Peggy G. Gathings 3 acres of the cotton allotment.

Witness my signature, this January 1, 1973.

Marie Luter Upton









STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named MARIE LUTER UPTON, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned, as and for her act and deed.

Witness my signature and official seal, this the _____ day of January 1973.

My commission expires: August 18, 1975

Notary Public Suras

for record in my office this 5 The day of and was duly recorded on the 9 day of. Book No. 129 on Page 50/ in my office.

Witness my hand and seal of office, this the

.... wine 1211 ma502

WARRANTY DEED

INDEXED

For and in consideration of the price and sum of Ten Dollars (\$10.00), and other valuable consideration, the receipt whereof is hereby acknowledged, I, F. H. EDWARDS, do hereby sell, convey and warrant subject to the provision hereinafter set out, to UNITED PENTECOSTAL CHURCH, Canton, Mississippi, a Mississippi Corporation, incorporated for religious purposes under the laws of the State of Mississippi, the following described real property located in the City of Canton, Madison County, Mississippi, described as follows, to-wit:

"Lot Nine (9), Block D, as per Plat of East Acres Subdivision of record in the Office of the Chancery Clerk, Madison County, Mississippi."

. This deed is executed subject to protective and restrictive coverants applicable to the above subdivision and to set back provisions shown in the plat of said subdivision, all of record in the Chancery Clerk's Office of Madison County, Hississippi.

Ad valorem taxes for the year 1972 shall be paid by grantor herein.

Executed this _2/_ day of ________, 1972.

- F. H. Edwards

STATE OF HISSISSIPPI

COUNTY OF MADISON

BEFORE ME, the undersigned authority within and for the above jurisdiction, this day personally appeared F. H. EDWARDS, who duly acknowledged that he signed, executed and delivered the above deed on the day and year therein written.

Witness my signature and official seal this 21 day of Acceptant 1972.

1972.

Notary Public My Commission Expires: My Luky J. Simo, DC

ATE OF MISSISSIPPI, County of Madison:

1. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of Sauceaux, 1913, at 9:00 o'clock A.M., and was duly recorded on the 9 day of January, 1913, Book No. 129 on Page 502 in my office.

Witness my hand and seal of office, this the 9 of fanciary, 1973

By Landra M. Rasherig, D.

800x 129 xa503

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, F. H. EDWARDS, do hereby convey and forever warrant unto COMMUNITY BUILDERS, INC., the following described real property, lying and being situated in Madison County, Mississippi, to-wit:

Lot 4 in Block C of EAST ACRES SUBDIVISION, according to the map or plat thereof which is of record in Plat Book 4 at page 46 and as revised by plat of record in Plat Book 4 at page 53, in the office of the Chancery Clerk of Madison County, Mississippi, reference to both of which is hereby made in aid and as a part of this description.

THE WARRANTY of this conveyance is subject to:

- 1. City of Canton, County of Madison and State of
 Mississippi ad valorem taxes for the year 1972 and subsequent
 years.
- 2. The exception of an undivided three-fourths (3/4ths) interest in and to all oil, gas, and other minerals, and same having been reserved by prior owners.
- 3. Restrictive covenants dated June 15, 1966, and recorded in Land Deed Book 102 at page 236 in the office of the aforesaid Clerk, and the City of Canton, Mississippi Zoning Ordinance of 1958, as amended.

600x 129 x44504

4. Any and all easements for drainage, utilities and

underground telephone cables as shown on the aforesaid plats.

WITNESS MY SIGNATURE on this the _____ day of

December, 1972.

F. H. Edwards

STATE OF MISSISSIPPI COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the day of December, 1972.

Notary Public Hoya.f.

(SEAL)

MY COMMISSION EXPIRES:

April 25, 1973

STATE OF MISSISSIPPI, County of Madison:

1. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of January, 1973, at 9:40 o'clock AM., and was duly recorded on the 9 day of January 1923, Book No. 129 on Page 503 in my office.

W. ASIMS, Clerk

W. ASIMS, Clerk

STATE OF MISSISSIPPI (COUNTY OF MADISON

BUON 129 PAGE 505

.HO.'' _{

INDEXED

WARRANTY DEED

In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, WILLIAM C. COOPER, JR and wife ROSE G. COOPER, do hereby convey and warrant unto HUGH B. PHILLIPS and wife CAROLYN BOYDSTON PHILLIPS as tenants by the entirety with the right of survivorship and not as tenants in common, the following described lands lying and being situated in Madison County, Mississippi, to-wit:



STATT (OP MESSISSIE

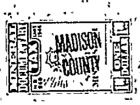
TRACT 1: All that part of the Who SWho of Section 22, Township 11 North, Range 3 East that lies east of Highway #51 and north of the Camden Road, less and except 330 feet on the north end thereof; and all that part of the SEL SEL of Section 21, Township 11 North, Range 3 East that lies east of Highway #51 less and except all that part of said SEL SEL that lies between Highway #51 and the old Canton and Pickens Road; and

TRACT 2: SEX NWX and SWX NEX less and except 2 acres in the northeast portion thereof formerly owned by B. F. Harrison; and a parcel of land described as beginning at the northeast corner of the NWX SWX and run thence south 330 feet, thence west to the east boundary of the right of way of present Highway #51, thence northerly along the east boundary of said Highway to the north line of said NWX SWX, thence east to the point of beginning, all in Section 22, Township 11 North, Range 3 East.

Grantees assume and agree to pay the unpaid balance owed to The Federal Land Bank of New Orleans as is evidenced by the deed of trust recorded in book 384 at page 176 of records in the office of the Chancery Clerk, Madison County, Mississippi.

Less and except an undivided three-fourths (3/4) interest in and to all oil, gas and other minerals in, on and under the SE½ NW½ and SW½ NE½ less and except a parcel of land containing 2 acres in the northeast portion thereof and formerly owned by B. F. Harrison in Section 22, Township 11 North, Range 3 East; and

Less and except an undivided one-half (1/2) interest in and to all oil, gas and other minerals in, on and under the balance of the above described land.









BOOK 129 MG 506

Grantors reserve an undivided one-eighth (1/8) interest in and to all of the oil, gas and other minerals in, on and under the SE% NW% and SW% NE% less and except a parcel of land containing 2 acres in the northeast portion thereof and formerly owned by B. F. Harrison in Section 22, Township 11 North, Range 3 East; and Grantors reserve an undivided one-fourth (1/4) interest in and to all of the oil, gas and other minerals in, on and under the balance of the above described land.

THIS CONVEYANCE IS MADE SUBJECT TO:

- 1. Right of way granted the Mississippi Power and Light Company by deed recorded in book 10 at page 361;
- 2. Rights conveyed the State Highway Commission of Mississippi by deeds recorded in book 12 at page 128 and in book 12 at page 396;
- 3. Right of way and easement granted American Telephone and Telegraph Company by instrument recorded in book 39 at page 42.

Grantees assume and agree to pay taxes on the above described land for the year 1973.

Witness our signatures, this the 8 day of <u>January</u>
1973

William C. Cooper, Jr.

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public Like and for said County and State, the within named WILLIAM C. COOPER, JR. and wife ROSE G. COOPER, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned, as and for their act and deed.

Witness my signature and official seal, this the 8 day of

Signature and official seal, this the 8 day of

Signature and official seal, this the 8 day of

Signature and official seal, this the 8 day of

Notary Public

STATE OF MISSISSIPPI, County of Madison:

for record in my office this 8 day of Annuary, 1973 at 9:45 o'clock AM, and was duly recorded on the 9 day of forward, 1973, Book No. 122 on Page 505 in my office.

Witness my hand and seal of office, this the 9 of farmany, 1923, W. A. SIMS filerk

V Frendra M. Kasheny, D. C

BOUN 129 PAGE 507

WARRANTY DEED

59

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand this day paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we, D. C. Latimer, C. F. Heidelberg, Jr. and Dan M. Woodliff, acting herein by and through his attorney-in-fact, George F. Woodliff, Grantors, do hereby sell, convey and warrant unto Thomas M. Harkins Builder, Inc., the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

> Lot 58, Sandalwood Subdivision, Part 2, as shown by a plat thereof recorded in Plat Book 5 at Page 40 in the office of the Chancery Clerk of Madison County, Mississippi.

This conveyance is subject to (1) Zoning and Subdivision Regulation Ordinance adopted by the Board of Supervisors of Madison County, Mississippi at the April, 1964 Term and recorded in Minute Book A-D at Pages 266 through 287, as amended, (2) restrictive covenants covering said subdivision, recorded in the office of said Chancery Clerk, (3) all easements reflected on said subdivision plat, and (4) 1973 ad valorem taxes. A utility easement ten feet in width across the East line of said lot is also expressly reserved. 'There are excepted from this conveyance and the warranty hereunder all mineral interests heretofore conveyed out or excepted by previous owners.

WITNESS our signatures this the

DAN M/WOODLIFF

George F

in-Fact.

BUON 129 PAGE 508.

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

GIVEN under my hand and official seal this the 312

day of January, 1973.

Motary Public notary

My Commission Expires:

STATE OF MISSISSIPPI COUNTY OF HINDS

personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named George F. Woodliff, who acknowledged to me that he is the duly appointed and acting attorney-in-fact for Dan M. Woodliff, and who further acknowledged that he signed and delivered the above and foregoing deed on the day and year therein mentioned as the act and deed of said Dan M. Woodliff.

GIVEN under my hand and official seal this the 3/2 day of January, 1973.

Delai D. Meyland

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

for record in my office this day of January 1973, at 9:45 o'clock A M., and was duly recorded on the 9 day of January 1973, Book No. 123 on Page 507 in my office.

Witness, my hand and seal of office, this the 9 of January, 1923.
W. A. SIMS, Clerk

By Sales M. Rashery, D. C.

ĦŌ.

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand this day paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we, D. C. Latimer, C. F. Heidelberg, Jr. and George F. Woodliff, III, acting herein by and through his attorney-in-fact, George F. Woodliff, Grantors, do hereby sell, convey and warrant unto Thomas M. Harkins Builder, Inc., the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot 62, Sandalwood Subdivision, Part 2, as shown by a plat thereof recorded in Plat Book 5 at Page 40 in the office of the Chancery Clerk of Madison County, Mississippi.

This conveyance is subject to (1) Zoning and Subdivision
Regulation Ordinance adopted by the Board of Supervisors of Madison
County, Mississippi at the April, 1964 Term and recorded in Minute
Book A-D at Pages 266 through 287, as amended, (2) restrictive
covenants covering said subdivision, recorded in the office of
said Chancery Clerk, (3) all easements reflected on said subdivision
plat, and (4) 1973 ad valorem taxes. A utility easement ten feet
in width across the South line of said lot is also expressly reserved. There are excepted from this conveyance and the warranty
hereunder all mineral interests heretofore conveyed out or excepted
by previous owners.

WITNESS our signatures this the

day of January, 1973

D. C. LATIMER

1. 2. Veillery h

C. F. HEIDELBERG, JR.

GEORGE F, WOODLIFF, III

-2

George F. Woodliff, Attorneyin-Fact.

in-ract.

BUOK 129 PAGE 5.10

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

GIVEN under my hand and official seal this the 31h

day of January, 1973.

MOTARY PUBLIC Meyland

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named George F. Woodliff, who acknowledged to me that he is the duly appointed and acting attorney-in-fact for George F. Woodliff, III, and who further acknowledged that he signed and delivered the above and foregoing. deed on the day and year therein mentioned as the act and deed of said George F. Woodliff, III.

GIVEN under my hand and official seal this the 3RL day of January, 1973.

My Commission Expires:

STATE_OF_MISSISSIPPI, County of Madison:

for record or any office this 8 day of January 1913, at 9:45 o'clock M., and was duly recorded on the 9 day of January 1913, Book No. 129 on Page 509 it my office.

GLUX 129 FEB 1

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand this day paid, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, AFFILIATED INVESTMENTS, INC., does hereby convey and warrant unto Levi Williams and Geraldine W. Williams, the following described land lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 60 feet on the west side of Second Avenue and being all of Lot 23, Rosebud Park Subdivision, Canton, Madison County, Mississippi. A subdivision of the said City of Canton, the plat of which appears of record in the Office of the Chancery Clerk of Madison County, Mississippi.

This conveyance is made specifically subject to any zoning regulations of the City of Canton or County of Madison presently in force, together with any and all restrictive covenants, easements, dedications, and rights-of-way which affect the above described property.

WITNESS THE SIGNATURE OF THE GRANTOR, this the 4th day of

AFFILIATED INVESTMENTS, INC.

Vice President Edward D. Simms.

ATTEST

Assistant Secretary-Treasurer Vicki McDowell

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named EDWARD D. SIMMS and VICKI MCDOWELL, who acknowledged that as Vice-President and Assistant Secretary-Treasurer, respectively, for and convibentity of and by authority of Affiliated Investments, Inc., they signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and Seal of Office this the 4th day of

My Commission Expires:

9-23-74

Witness my hand and seal of office, this the 9 of

By Sandra M. Kasheringo.

BUOK 129 PAGE 512

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand this day paid, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, AFFILIATED INVESTMENTS, INC., does hereby convey and warrant unto Emma Lee Henderson, the following described land lying and being situated in Madison County, Mississippi, to-wit:

> A lot or parcel of land fronting 60 feet on the west side of Second Avenue and being all of Lot 25, Rosebud. Park Subdivision, Canton, Madison County, Mississippi. A subdivision of the said City of Canton, the plat of which appears of record in the Office of the Chancery Clerk of Madison County, Mississippi.

This conveyance is made specifically subject to any zoning regulations of the City of Canton or County of Madison presently in force, together with any and all restrictive covenants, easements, dedications, and rights-of-way which affect the above described property.

WITNESS THE SIGNATURE OF THE GRANTOR, this the 4th day of Rangary, 1973.

AFFILIATED INVESTMENTS, INC.

lice President Edward D. Simms

Assistant Secretary Vicki McDowell

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named EDWARD D. SIMMS and VICKI McDOWELL, who acknowledged that as Vice-President and Assistant Secretary-Treasurer, respectively, for and on behalf of and by authority of AFFILIATED INVESTMENTS, INC., they signed, sealed and delivered the above and foregoing instrument on the company and warm therein mentioned the day and year therein mentioned.

11.71 GIVEN UNDER MY HAND and Seal of Office this the 4th day;of Panuary, 1973.-

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: ., 19<u>23</u> at 10:30 o'clock Q.M., _day of_ and was duly recorded on the 9 day of from in my office.

Witness my hand and seal of office, this the 9 of Jan., 1923, Book No. 129 on Page 512

W. A. SINIS, Clerk

129 Mar 518

70

Form OGC-84A (Rev. 10/1/70)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:
. That the UNITED STATES OF AMERICA, for and in consideration
of the sum of Fourteen Thousand & No/100 Dollars
(\$ 14.000.00), nexuhankana
· Settrikkt? · · · · · · · · · · · · · · · · · · ·
zunkennnekennekenkennekenkennekenkennekennekennekennekennekennekennekennekennekennekennekennekennekennekenneke
TREATRIES) secured
by note and deed of trust, does hereby convey, sell and quitclaim unto Leo Tucker and Catherine B. Tucker
his wife, as tenants by the entireties with full rights of survivor-
ship and not as tenant in common, all its right, title, claim,
interest, equity and estate in and to the following described land
lying in the County of Madison , State of Mississippi,
to-wit:
Property lying and being situated in the Town of Flora, Madison County,
Mississippi, to-wit:
Lot 22 of Sheppard Estates, a subdivision according to the map or plat thereof which is recorded in Plat Book 5, at Page 6 thereof in the Office of the Chancery Clerk of Madison County, Mississippi, reference to which i hereby made in aid and as a part of this description.
Subject to: (1) The exception of an undivided 1/2 interest in and to all oil, gas and other minerals in, on and under the above described property which interest was reserved by prior owners; (2) Protective covenants imposed upon said property by instrument executed by Sheppard and Company, which is dated September 27, 1966, and recorded in Book 343, at Page 489, in the Office of the aforesaid Clerk; (3) Town of Flora, Mississippi Zoning Ordinance which is recorded in the Office of the Town Clerk.

TO HAVE AND TO HOLD the same unto the said Grantees and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

This instrument is executed and delivered in accordance with the authority duly vested in me pursuant to the Consolidated Farmers Home Administration Act of 1961.

IN TESTIMONY WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed as of the 15th day of November

UNITED STATES OF AMERICA

Farmers Home Administration

U. S. Department of Agriculture

вион 129 расе514 % 30

STATE OF MISSISSIPPI

COUNTY OF HINDS

On this 15th day of November 19 72, before me, the undersigned duly qualified and acting Notary Public in and for the County and State aforesaid, personally appeared W. T. Richardson to me well known to be the person whose name is subscribed to the foregoing Quitclaim Deed as the <u>Acting State Director</u> of the lome Administration, United States Department of Agriculture, and of the Farmers acknowledged to me that he signed, executed and delivered the said deed in the capacity therein stated as his free and voluntary act and deed and as the free and voluntary act and deed of the United States of America, for the uses, purposes and consideration therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the day and year last above written.

> Notary Public Marie H. Taylor

(S E A L)

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 9 day of January and was duly recorded on the 6 day of January office.

Witness my hand and seal of office, this the 6 of y of games 1973, av/1:45 o'clock & M., day of Jan., 1973 Book No. 129 on Page 5/3

Joe agreement See Book. 438 page 438. Belly U Coopei Ch. Clerk buy: S. Roslieny on.

644 129 ME515

WARRANTY DEED AND JOINT VENTURE AGREEMENT

INDEXED

WHEREAS, James N. Bourne, W. L. Maxey, Jr., J. B. McGehee, R. Lee Davis, William J. Everitt and James Elwin Etheridge are the owners of the hereinafter described property; and

WHEREAS, R. Lee Davis, William J. Everitt, and James Elwin Etheridge desire to invest capital for the purchase of said land as a part owner of said land; and

WHEREAS, it is the desire and intentions of the parties hereto that James N. Bourne, W. L. Maxey, Jr. and J. B. McGehee shall have the full unrestricted and sole right and power to manage the hereinafter mentioned lands, and R. Lee Davis, William J. Everitt and James Elwin Etheridge shall invest capital needed for same and shall receive a return on their invested capital as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the promises and for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand this day paid and other good and valuable considerations, the receipt of which is hereby acknowledged, we, JAMES N. BOURNE, W. L. MAXEY, JR. and J. B. McGEHEE, do hereby convey and warrant unto R. LEE DAVIS, WILLIAM J. EVERITT, and JAMES ELWIN ETHERIDGE an undivided one-sixty (1/6th) interest each in and to the following described land and property lying and being situated in Madison County, Mississippi, and in Leake County, Mississippi, more particularly described as:

In Madison County, Mississippi:

SE 1/4 and NE 1/4 and NW 1/4 of Section 13; SW 1/4 and SW 1/4 NW 1/4 and SW 1/4 SE 1/4 and 13-1/3 acres on south end of NW 1/4 SE 1/4 and E 1/2 SE 1/4 and

800K 129 PAGE 516

13-1/3 acres on south end of SE 1/4 NE 1/4 and S 1/2 NE 1/4 less 26-2/3 acres off south end thereof, all in Section 12; all in Township 11 North, Range 5 East; LESS AND EXCEPT one (1) acre in the shape of a square in the SW 1/4 of Section 12, being the cemetery of Hebron C. M. E. Church which has been in place for approximately 100 years.

In Leake County, Mississippi:

NW 1/4 SW 1/4 and 13-1/3 acres on south end of SW 1/4 of NW 1/4 and SW 1/4 SW 1/4 less 4 acres on east side, all in Section 7; NW 1/4 and W 1/2 SW 1/4 of Section 18; all in Township 11 North, Range 6 East.

and

East one-half of Southwest one-fourth (E 1/2 of SW 1/4), Section 18, Township 11 North, Range 6 East, Leake County, Mississippi, being 80 acres, more or less. SUBJECT TO: Prior reservations of an undivided 3/4ths interest in the oil, gas and mineral rights, as shown in the following deeds of record in the office of the Chancery Clerk of Leake County, Mississippi: (1) Federal Farm Mortgage Corp. to Nelson Smith, et al, dated Dec. 12, 1939, recorded Deed Book 51, Page 506, (2) Nelson Smith, et ux to Herbert Smith, et al, dated Nov. 24, 1952, recorded Deed Book 77, Page 470; and (3) Chester Smith, et ux, to J. T. Dawson, dated March 10, 1969, recorded in Deed Book 113, Page 265.

Containing 1304 acres, more or less.

By virtue of the aforesaid conveyance the parties hereto each own an undivided one-sixth (1/6th) interest in and to the above-described land. Said parties agree and covenant among themselves that they shall have and hold the above-described land as joint Lakeside venturers in a joint venture to be known as/Investments. The terms and conditions under which each of the parties hereto bind themselves to have and hold the above-described land, are as follows:

1. This joint venture is formed for the purposes of buying, owning, holding and managing the above-described property.

2.2. The joint venture shall be conducted under the name of

Lakeside Investments, 5339 Hwy. 55 No., Jackson, Miss.

3. The joint venturers have contemporaneously with the

execution of this instrument contributed their original capital contribution to the joint venture the receipt of which is hereby acknowledged.

- 4. The joint venturers hereby agree that James N. Bourne, W. L. Maxey, Jr., and J. B. McGehee shall solely and exclusively manage the property of the joint venture and shall have the right and power to do such things as in their discretion may be desirable to manage said property. It is understood and agreed that the said James N. Bourne, W. L. Maxey, Jr. and J. B. McGehee shall have the power and right, acting jointly, to sell, convey, and warrant title to or otherwise dispose of all or any part of the above-described lands on such terms and conditions as they may see fit and such action by the said James N. Bourne, W. L. Maxey, Jr., and J. B. McGehee shall bind the joint venture herein created and each individual joint venturer. It is further understood that the said James N. Bourne, W. L. Maxey, Jr., and J. B. McGehee may employ real estate agencies or brokerage firms for the sale of said property, regardless of whether or not the said James N. Bourne, W. L. Maxey, Jr., and J. B. McGehee have any ownership interest in said real estate agencies or brokerage firms and may pay such firms commissions for the sale of lands of the joint venture as they may see fit, not to exceed ten per cent (10%) of the gross sales price of such lands.
- 5. James N. Bourne, W. L. Maxey, Jr. and J. B. McGehee agree that upon the beginning of this joint venture they will open in the name of the joint venture and will thereafter maintain in Jackson, Mississippi a bank account or accounts in which shall be deposited all of the capital and all of the gross receipts of the joint venture and that the said James N. Bourne, W. L. Maxey, Jr. and J. B. McGehee shall have the right and authority to

withdraw funds from said joint venture account upon the signature of two of said parties. The funds in said joint venture bank account shall be used solely for the business and purposes of the joint venture.

- 6. At all times during the continuance of the joint venture, the said James N. Bourne, W. L. Maxey, Jr., and J. B. McGehee shall keep or cause to be kept by such bookkeepers or certified public accountants as they may select full and faithful books of account in which shall be entered fully and accurately each transaction of the joint venture. All of said books of account shall be at all times open to the inspection and examination of the joint venturers, or their representatives.
- 7. It is understood and agreed that, in addition to the original capital contributions as hereinabove set forth in this instrument, the joint venture may have need of funds from time to time in the future for the purposes of satisfying obligations of the joint venture. The joint venturers shall have the right from time to time by majority vote of amount of interest to assess further cash contributions required of the joint venturers, and each joint venturer shall forthwith pay to the joint venture such further cash contributions as may from time to time be voted by a majority of amount of interest of the joint venturers.

In the event that any joint venturer fails or refuses to forthwith pay to the joint venture any such cash contribution voted upon by a majority of the joint venturers, the said James N. Bourne, W. L. Maxey, Jr. and J. B. McGehee, or their successors under the terms of this instrument, shall give the defaulting joint venturer written notice of his failure to so do, and, unless the defaulting joint venturer pays such cash contribution within five (5) days from date of said written notice, such

defaulting joint venturer shall withdraw from this agreement within sixty (60) days, pursuant to the provisions of paragraph 10 of this joint venture agreement.

- 8. Such part of the net profits of the joint venture as can be paid in cash and still leave the joint venture with a reasonable cash reserve for future operating expenses and for the payment of all debts, liabilities and contingent liabilities shall be paid one-sixth (1/6th) each to the joint venturers, or, in the event the number and proportion of interest of the joint venturers shall change during the tenure of this joint venture agreement, then to each joint venturer in the porportion of their interest in this joint venture. Any losses suffered by the joint venture shall be borne by the joint venturers in such proportion.
- 9. Net profits and net losses of the joint venture shall be determined in accordance with accepted and standard accounting principles and procedures.
- 10. Each of the joint venturers covenant and agree that he shall not mortgage, pledge, sell, assign, hypothecate or otherwise encumber, transfer or permit to be transferred in any manner by any means whatsoever, whether voluntarily or by operation of law, all or any part of his joint venture interest or withdraw from same, except as hereinafter set forth. If any joint venturer desires to sell, transfer, or otherwise dispose of his interest in the joint venture and his interest in the above-described lands pursuant to this paragraph or to paragraph 7 of this agreement, he shall first secure a bona fide offer of purchase thereof from some person, firm or corporation and shall offer same to the remaining joint venturers on the same terms and conditions as that received from said bona fide purchaser and the joint venturers, or any one or combination of joint venturers, shall have the right

800x 129 PAGE 520

and option to purchase same upon the same terms and conditions as those offered by said bona fide purchaser for a period of ten (10) days from receipt of notice from said withdrawing joint venturer, and if the joint venture, or any ong or more of the joint venturers do not elect to so purchase within ten (10) days, the withdrawing joint venturer shall have the right and privilege to forthwith consummate said offer from a bona fide purchaser under said terms and conditions. The withdrawing or defaulting joint venturer agrees to execute such documents as may be desired by those remaining joint venturers tendering such cash contributions to evidence such transfer of interest.

- 11. The death of a joint venturer shall not terminate this joint venture, and this joint venture agreement is binding upon the heirs, successors or assigns of any joint venturer.
- 12. In carrying out their duties, the said James N. Bourne, W. L. Maxey, Jr., and J. B. McGehee shall have the following powers:
 - (a) Upon approval of a majority of the joint venturers, to borrow for the venture account such amounts as they may deem necessary and to pledge any part of the property as purchased by them under this agreement to secure any such loan made by them for the venture account.
 - (b) To do any and all acts and enter into and execute any and all agreements or other instruments (including adequate insurance coverage) necessary, proper or expedient, in their judgment, to carry out and perform this agreement and, generally, to transact the business of the venture in such manner as in their discretion they may deem for the best interests of the venture.
 - (c) To have the sole discretion and management in all respects of the property of, or transactions of and business of the venture, including expenditures or

- obligations which amount to Two Thousand Dollars (\$2,000.00) or less.
- (d) Upon approval of a majority of the joint venturers, to incur obligations on behalf of the joint venture of any kind or nature for the purposes of the joint venture which are in excess of Two Thousand Dollars (\$2,000.00).
- (e) In the event that James N. Bourne, W. L. Maxey, Jr. and J. B. McGehee die or become incapacitated or incapable of carrying out the management of the joint venture under this agreement, then the remaining joint venturers, by majority vote, shall have the right and privilege to either permit the other joint venturer having management powers solely, or to elect a successor from among the joint venturers to succeed to the management powers herein granted to such joint venturer who may die or become incapable or incapacitated from acting.
- 13. The general partners to this agreement shall from time to time, but not less than each sixty (60) days, ask for a meeting of all the joint venturers for the purpose of giving a report of activities and progress, and to discuss such progress and activities
- Davis, William J. Everitt, and James Elwin Etheridge do hereby name, nominate and constitute James N. Bourne, W. L. Maxey, Jr., and J. B. McGehee, or their successors as hereinabove set forth, their agents and attorneys in fact to do and perform any right conferred upon them by this instrument and as a matter of clarity, and not by way of limitation, the said R. Lee Davis, William J. Everitt, and James Elwin Etheridge do hereby name, nominate, and constitute James N. Bourne, W. L. Maxey, Jr., and J. B. McGehee, or their successors as hereinabove set forth, their agents and

attorneys in fact to sell, convey, encumber, transfer title to, warrant title to and otherwise dispose of or deal with the above-described property and any assets of the joint venture without limitation.

WITNESS OUR SIGNATURES this the day of January,

* O .	• •
Janis M. Bren	ne:
JAMES N. BOURNE	
W. L. MAXEY, JR.	
W. L. MAXEY, JR.	1
JBNI Sillie	
J. B. McGEHEE	•
Reliabilities	
/ R. LEE DAYES	
William 1	
WILLIAM J. EYERITT	—·· ····
James Elvin Etherid	9 ··
JAMES ELWIN ETHERIDGE	•

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JAMES N. BOURNE, W. L. MAXEY, JR., J. B. McGEHEE, R. LEE DAVIS, WILLIAM J. EVERITT, and JAMES ELWIN ETHERIDGE, to me personally known, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER my hand and seal, this the _____ day of January, 1973.

orang Cuconta	Que S	M Str	rdwant
Section (1) (1) (1)	NOTAL	RY PUBLIC	
Way Commission Expires:			
by comme	4		
(// ****			

STATE OF MISSISSIPPI, County of Madison:

1. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10 day of 1973 at 9-00 o'clock 14 M., and was duly recorded on the 12 day of 1973 Book No. 13 9 on Page 5/5 in my office.

Witness my hand and seal of office, this the 6 of 1973 W. A/SIMS, Clerk.

DEDN 129 PAGE 523

In consideration of One Hundred Twenty-One Thousand | and no/100 (\$121,000.00) Dollars, of which Five Thousand and no/100 (\$5,000.00) Dollars has already been paid to us by Morris Ferguson and Charles R. Pierce, and of which Fifteen Thousand and no/100 (\$15,000.00) Dollars is paid to us this day by the said Ferguson and Pierce, the receipt of which is hereby acknowledged, and of which One Hundred One Thousand and no/100 (\$101,000.00) Dollars is to be paid by the said Ferguson and Pierce to us as evidenced by notes and a deed of trust, said security bearing interest at the rate of Six percent (6%) per annum, of even date herewith, we, Dean Coleman and Charlotte C. Potter, do hereby convey and warrant unto the said Morris Ferguson and Charles R. Pierce the following described property lying and being situated in Madison County, Mississippi; to-wit:

> All the El of El lying North of Canton and Livingston Road, Section 4, Township 8 North, Range 1 East; SEt, Section 28, Township 9 North, Range 1 East; El of El of Section 33, Township 9 North, Range 1 East, containing 440 acres, more or less. The boundary lines have been pointed out and agreed upon by the grantors and grantees. herein.

The grantors herein convey one-half of the oil, gas and other minerals owned by them immediately prior to the execution of this deed.

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

The grantors warrant that the above described property is no part of their homestead as Dean Coleman resides in the City of Canton, Mississippi and Charlotte C. Potter resides in the State of Florida.

It is agreed and understood that the 1972 ad valorem taxes for the year 1972 will be paid by the grantors.

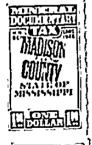
Witness our signatures, this, the 4

Dean

Charlotte C.















. вион 129 расс524

State of Mississippi Madison County

Personally appeared before me, the undersigned authority in and for said County and State, the within named <u>Dean</u>

<u>Coleman</u> and <u>Charlotte C. Potter</u> 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 9 day of analy, 19 73.

Notary Public & Near

My commission expires:

STATE OF, MISSISSIPPI; County of Madison:

1; W. A. Sims Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my affice this 10 day of 1973 at 11:00 o'clock & M., and was duly recorded on the 6 day of 1973 Book No. 12 fon Page 523 in my office.

Witness my hand and seal of office, this the 6 of 90. Apsims, Clerk

By Bladys Spreed D. C.

NO. 86

600x 129 MAGE 525

WARRANTY DEED

Nº 322

FOR A	ND IN CONSIDERATION of the	sum of One Hundred Seventy Two and no/100
•		reby acknowledged, THE CITY OF CANTON, MISSISSIPPI, does
hereby conv	vey and forever warrant unto_	Charles Furr & Dorothy Moulder Furr
		, the following described land lying and being
elected in a	the City of Canton, Madison C	ounty Micciccioni towit
siivaieu iii i	me city of Camon, Madison C	outily, mississippi, to title
		INDEX
	Lot 34 of Bio	ock G of the addition to the
	Canton Cemetery, accord	ling 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.
,	,	•
d in Minute F	Sook 17 at page 64, in the office of th	ordinance of the Mayor and Board of Aldermen of the City of Canton record e Clerk of said City, and this conveyance and the Warranty herein contained provisions and terms of which are incorporated and made a part hereof by
IN WITNE	SS whereof the City of Canton has c	caused its signature to be subscribed and its official seal affixed hereto on
n 20thay o	r December 19 72	
7 13	The state of the s	CITY OF CANTON, MISSISSIPFI
SEAL)		
ئىزىدىدە ئايلىلىدىدە ئىزىدىدە		BY: Lengue L. Calle, Clerk
		/ /
201		
TATE OF M	ISSISSIPPI	•
OUNTY OF 1	MADISON	' Georgie L. C
ersonally know f said City th	we to me to be the Clerk of the City	signed authority in and for the jurisdiction above mentioned, it is in the signed of Canton, Mississippi, who acknowledged that she signed, affixed the seal ced on the date therein stated, as and for the act and deed of said City, be-
GIVEN, UI	VDER my band and official seal this	the day of fareland, 19
3, 12 joi 110	7 () () () () () () () () () (Sal & Chilleti
	※7.7.1 日・	Notary Public
SEAL)	40 15:	1 1971
مندون المرابع	***************************************	My Commission Expires
20.22	- 11 74 77 4.4	•
	The second secon	•
STATE OF	MISSISSIPPI, County of Madiso	m :
ું	Sime, Clerk of the Chancery	Court of said County, certify that the within instrument was filed
for record	in my office thisday	of January, 1973, at 10:45 o'clock # M.,
and was de	uly recorded on the 6	lay of <u>Jan.</u> , 19 <u>73</u> Book No. 129 on Page 525
in my offic		, this the 16 of January, 19 73
- Witnes	s my hand and seal of office	o, this the of W. A. SIMS, Clark
"A: *		_ /AF // _ // / / / / / / / / / / / / / / /
	1 1 2 C - 2 C C C C C C C C C C C C C C C C	By Stodys Space D. C.

600x **129** proe**526**

No

Rry.

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, T. J. PITCHFORD, JR., do hereby convey and warrant unto FRANK FRAZIER the unexpired leasehold term covering the following described lands in Madison County, Mississippi, to-wit:

Eleven acres (11) off the south end of the NEt, and SEt less Et NEt SEt and less two (2) acres in the southeast corner and less six (6) acres to the rail-road, Section 16, Township 9 North, Range 4 East.

Grantee assumes and agrees to pay 1973 taxes on the above described lands.

Witness my signature, this January 10, 1973.

y Pitchford,

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Witness my signature and official seal, this January 10, 1973.

My commission expires: August 18, 1975

No tary Public

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Mississippi Clerk of Madison:

STATE OF MISSISSIPPI, County of Mississippi Clerk of Mississippi Clerk of Mississippi County, cortify that the within instrument was filed for record in my office this / O day of Mississippi Clerk of the Chancery Court of said County, cortify that the within instrument was filed for record in my office this / O day of Mississippi Clerk of the Chancery Court of said County, cortify that the within instrument was filed for record in my office this / O day of Mississippi Clerk of the Chancery Court of said County, cortify that the within instrument was filed for record in my office this / O day of Mississippi Clerk of the Chancery Court of said County, cortify that the within instrument was filed for record in my office this / O day of Mississippi Clerk of the Mississippi C

Witness my hand and seal of office, this the_

W. A. SIMS, Clerk

D. C.

mod 129 wit 527

CORRECTED DEED ,
OF CONVEYANCE_

An'

WHEREAS, by deed dated November 7, 1967, and recorded in Book 109 at page 135 in the office of the Chancery Clerk of Madison County, Mississippi, Lenora M. Aulenbrock, Dorothy J. Holley, Raymond P. Minninger, James H. Minninger, and John B. Minninger conveyed their undivided interests in and to certain lands in Madison County, Mississippi, to John A. Minninger; and,

WHEREAS, it was the desire, intention and purpose of the Grantors and the Grantee to convey only a life estate unto the Grantee in and to such lands; and,

WHEREAS, by virtue of a mutual mistake and error said deed conveyed the interests of the Grantors in fee simple absolute contrary to the true intention and purpose of the parties; and,

WHEREAS, such mistake and error was not discovered by the parties until after said deed had been executed, delivered and filed for record; and,

WHEREAS, by deed dated November 7, 1967, Raymond P.

Minninger did convey his undivided interest in remainder unto

Lenora M. Aulenbrock and Dorothy J. Holley, as joint tenants; and

WHEREAS, the Grantors and the Grantee in such original instrument do hereby each desire to correct said mistake and error and to reform said deed to reflect the true intention and purpose of the parties in executing said instrument;

. uuda 129 mu52**8**

NOW THEREFORE, FOR A GOOD AND VALUABLE CONSIDERATION, including, but not limited to, the mutual benefits derived by the parties from the correction of the aforesaid mistake, We, LENORA M. AULENBROCK, DOROTHY J. HOLLEY, RAYMOND P. MINNINGER, JAMES H. MINNINGER, AND JOHN B. MINNINGER, do hereby convey unto JOHN A. MINNINGER, AN estate for and during his lifetime in and to our respective undivided interests in the following described land, lying and being situated in Madison County, Mississippi, to-wit:

 $W_2^{\frac{1}{2}}$ of $SE_4^{\frac{1}{4}}$ and $E_2^{\frac{1}{2}}$ $SE_4^{\frac{1}{4}}$ less a tract of land described as: Commencing at the Southeast corner of $SE_4^{\frac{1}{4}}$ of Section 20, Township 8, Range 2 East, and run thence North 53 1/3 Rods, Thence West 12 Rods, thence South 53 1/3 Rods, thence East to point of beginning, containing 4 acres, more or less. All in Section 20, Township 8, Range 2 East.

with the interest in remainder being vested as follows: LENORA M. AULENBROCK, an undivided (1/12) one-twelfth; DOROTHY J. HOLLEY, an undivided (1/12) one-twelfth; JAMES H. MINNINGER, an undivided (1/12) one-twelfth; JOHN B. MINNINGER, an undivided (1/12) one-twelfth; LENORA M. AULENBROCK AND DOROTHY J. HOLLEY, an undivided (1/12) one-twelfth, as joint tenants.

IT IS THE INTENTION of the parties to correct and reform the aforesaid deed dated November 7, 1967, and recorded in Land Deed Book 109 at page 135, to express and reflect the true intention and purpose of the parties and to that end JOHN A. MINNINGER, does hereby join in this instrument for the purpose of disclaiming any interest conveyed to him by said deed except for the life estate intended to be created in and conveyed to him thereby and does hereby convey.

anna 129 pag 529

and quit claim unto LENORA M. AULENBROCK, DOROTHY J.

HOLLEY, JAMES H. MINNINGER, AND JOHN B. MINNINGER,

the interest in remainder in and to said property, as their respective
interests therein are herein above set forth.

IT IS EXPRESSLY understood and agreed that part of the mutual consideration flowing to the parties hereto is the avoidance of litigation to correct and reform said deed in which the Grantors would be the parties complainant and the Grantee would be the party defendant. The Grantee, JOHN A. MINNINGER, hereby acknowledges that the Grantors have a meritorious couse of action for the reformation of said deed and would be entitled to such relief if such suit was filed.

IT IS EXPRESSLY understood that RAYMOND P. MINNINGER disclaims any right, title or interest in or to said property, but joins in this instrument for the purpose of correcting the above stated error and reforming said deed.

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me the undersigned authority in and for the jurisdiction above mentioned, LENORA M. AULENBROCK, DOROTHY J. HOLLEY, RAYMOND P. MINNINGER, JAMES H. MINNINGER, AND JOHN A. MINNINGER, 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 day of Conference 1972.

Notacy Public

NY. COMMISSION EXPIRES:

STATE OF TEXAS COUNTY OF TARRANT

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

MY COMMISSION EXPIRES:

Oc. 31, 1973

STATE OF MISSISSIPPI, County of Madison:	ut i to a communication
STATE OF MISSISSIPPI, County of Madison: 1. W.A. Sims, Clerk of the Chancery Court of said County, certify that the W.	ithin instrument was tiled
- 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2	AT TO THE OFFICER A PROPER
and was duly recorded on the 6 day of 901, 1973 Book No	,/ox/_on Page_>
in my office. Witness my hand and seal of office, this the lost w. A. sm	say, 1923
W. A. SM	s, clock '<
By Wladyo Ap	succe, D. C.

INDEXE

PARTITION DEED

NO

.92

WHEREAS, the undersigned, LENORA M. AULENBROCK, DOROTHY J. HOLLEY, JAMES H. MINNINGER, AND JOHN B. MINNINGER, are the owners as tenants in common of an undivided five-twelfth (5/12) interest in remainder in and to the following described real property, lying and being situated in Madiason County, Mississippi, to-wit:

 $W_2^{\frac{1}{2}}$ of $SE_4^{\frac{1}{4}}$ and $E_2^{\frac{1}{2}}$ $SE_4^{\frac{1}{4}}$ less a tract of land described as: Commencing at the Southeast corner of $SE_4^{\frac{1}{4}}$ of Section 20, Township 8, Range 2 East, and run thence North 53, 1/3 Rods, thence West 12 Rods, thence South 53, 1/3 Rods, thence East to point of beginning, containing 4 acres, more or less. All in Section 20, Township 8, Range 2 East.

WHEREAS, such remainder interest is vested in the undersigned as follows: JAMES H. MINNINGER, an undivided one-twelfth (1/12); JOHN B. MINNINGER, an undivided one-twelfth (1/12); LENORA M. AULENBROCK, an undivided one-twelfth (1/12); DOROTHY J. HOLLEY, an undivided one-twelfth (1/12); and LENORA M. AULENBROCK AND DOROTHY J. HOLLEY, as joint tenants, an undivided one-twelfth (1/12); and,

WHEREAS, the parties do hereby desire to partite and divide the above described property, according to their respective remainder interest therein, and have agreed upon the parcels to be conveyed and alloted unto each of them,

NOW THEREFORE, FOR AND IN CONSIDERATION of the premises and the mutual conveyances herein contained, the receipt and sufficiency of which is hereby acknowledged, We, JAMES H.

MARK 129 ME532

MINNINGER, JOHN B. MINNINGER, LENORA M. AULENBROCK, AND DOROTHY J. HOLLEY, do hereby quit claim and convey unto LENORA M. AULENBROCK AND DOROTHY J. HOLLEY, as joint tenants, with full rights of survivorship and not as tenants in common, all our right, title and interest in remainder, including our undivided five-twelfths (5/12) interest in remainder in and to the following described real property, lying and being situated in Madison County, Mississippi, to-wit:

A strip of land 36 acres off of the East side of the Southeast Quarter of Section 20, Township 8 North, Range 2 East of Madison County, Mississippi, less and except therefrom 4 acres in the Southeast Corner thereof which constitutes church property; there being hereby devised to the said Dorothy M. Holley and Lenora M. Aulenbrock 32 acres off of the east side of the Southeast Quarter of Section 20.

FOR THE SAME CONSIDERATION, We, LENORA M.

AULENBROCK, DOROTHY J. HOLLEY, AND JOHN B. MINNINGER,
do hereby quit claim and convey unto JAMES H. MINNINGER, all of
our right, title and interest, including, but not limited to, our undivided two-sixths (2/6) interest in remainder in and to the following described real property lying and being situated in Madison
County, Mississippi, to-wit:

Thirty-one (31) acres of land in the Southeast Quarter of Section 20, Township 8 North, Range 2 East of Madison County, Mississippi; said 31 acres being described as 31 acres off of the West side of that certain 67 acres off the East side of the South east Quarter of Section 20, Township 8 North, Range 2 East of Madison County, Mississippi.

FOR THE SAME CONSIDERATION, We, LENORA M. AU-LENBROCK, DOROTHY J. HOLLEY, AND JAMES H. MINNINGER, do hereby quit claim and convey unto JOHN.B. MINNINGER, all of

HOOK 129 PACE 533

our right, title and interest, including, but not limited to, our undivided two-sixths (2/6) interest in remainder in and to the following described real property, lying and being situated in Madison County, to-wit:

Thirty-one (31) acres of land in the Southeast Quarter, of Section 20, Township 8 North, Range 2 East, said 31 acres being described as 31 acres off the West side of that certain 98 acres off of the East side of the Southeast Quarter of Section 20, Township 8 North, Range 2 East, Madison County, Mississippi.

FOR THE SAME CONSIDERATION, We, LENORA M.

AULENBROCK, JAMES H. MINNINGER, AND JOHN B. MINNINGER
do hereby quit claim and convey unto DOROTHY M. HOLLEY, all of
our right, title, and interest, including, but not limited to, our undivided two-sixths (2/6) interest in remainder in and to the following described real property, lying and being situated in Madison County, Mississippi, to-wit:

Thirty-one (31) acres of land in the Southeast Quarter of Section 20, Township 8 North, Range 2 East, said 31 acres being described as the East Half of that certain 62 acres off of the West side of the Southeast Quarter of Section 20, Township 8 North, Range 2 East, Madison County, Mississpppi, and the dwelling or residence thereon.

FOR THE SAME CONSIDERATION, We, DOROTHY J.

HOLLEY, JAMES H. MINNINGER, AND JOHN B. MINNINGER,

do hereby quit claim and convey unto LENORA M. AULENBROCK,

all of our right, title, and interest, including, but not limited to,

our undivided two-sixths (2/6) interest in remainder in and to the

following described real property lying and being situated in Madi
son County, Mississippi, to-wit:

Thirty-one (31) acres of land in the Southeast Quarter of Section 20, Township 8 North, Range 2 East; said 31 acres being described as a strip of land containing 31 acres off

800H 129 PM 534

of the West side of the Southeast Quarter of Section 20, Township 8 North, Range 2 East, Madison County, Missisippi.

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me the undersigned authority in and for the jurisdiction above mentioned, LENORA M. AULENBROCK, DOROTHY J. HOLLEY, AND JAMES H. MINNINGER, 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 16

Notary Public

SEAL

MY COMMISSION EXPIRES:

Dantin 31,1975

SAPA 129 ME535

STATE OF TEXAS COUNTY OF TARRANT

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

day of October 1972.

| Jan Lee Word | Notary Public | Notary Public | Color |

MY COMMISSION EXPIRES:

Dec. 31, 1973

STATE OF MISSISSIPPI, County of Madison:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. A. Sims, Clerk of the Chancery County, certify that the within instrument was filed

9. A. Sims, Clerk of the Chancery County, certify that the within instrument was filed

9. A. Sims, Clerk of the Chancery County, certify that the within instrument was filed

9. A. Sims, Clerk of the Chancery County, certify that the within instrument was filed

9. A. Sims, Clerk of the Chancery County, certify that the within instrument was filed

9. A. Sims, Clerk of the Chancery County, certify the certific that the within instrument was filed to

The state of the s

93

elex 129 me536

CORRECTED WARRANTY DEED

WHEREAS, by warranty deed dated February 3, 1964, and recorded in Land Deed Book 110 at page 156 in the office of the Chancery Clerk of Madison County, Mississippi, W. L. Lewis, Sr., and Evelyn R. Lewis, intended to convey certain lands therein described to W. L. Lewis, Jr., and Frances Eloise Roehrig; and,

WHEREAS, through mistake, error or inadvertence, a part of said description was omitted, making the same vague and uncertain so as not to correctly reflect the true intention of the parties; and,

WHEREAS, the parties do now desire to correct said deed and to amend said description,

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid us and other good and valuable consideration, including but not limited to the mutual benefits to all parties hereto from the correction of said deed by amending said description, the receipt and sufficiency of all of which is hereby acknowledged, We, W. L. LEWIS, SR., AND EVELYN R. LEWIS, do hereby convey and forever warrant unto W. L. LEWIS, JR., AND FRANCES ELOISE ROEHRIG, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Beginning at an iron stake at the southwest corner of the $NW_{\frac{1}{4}}$ of Section 24, Township 7 North, Range 1 East, and running thence south 87° 6' East 2640 feet; thence

BOOK 129 PAGE 537

north 1304 feet to the public road; thence run north 780 30' west on the south side of said road to the west line. of the NW 4 of said Section 24; thence south on the west line of said Section 24 for 1698 feet to the point of beginning, containing 90.97 acres.

and that the description contained in the aforesaid warranty deed be and the same is hereby amended accordingly.

THE WARRANTY of this conveyance is subject to:

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1973 and subsequent years.
- 2. Those certain deeds of trust in favor of the Federal Land Bank of New Orleans, dated February 3, 1959, and June 25 1965, which are of record in Land Deed of Trust Books 263 at page 470, and 328 at page 295, respectively, in the office of the aforesaid Clerk.
- 3. The Madison County, Mississippi Zoning and Subdivision Ordinances of 1964.
- 4. The aforesaid warranty deed dated February 3, 1964, be and the same is hereby corrected and amended in accordance with the provision herein contained.

WITNESS OUR SIGNATURES on this 9th

Frances Eloise Roehrig 🦪

STATE OF MISSISSIPPI TOOK 129 PM 538

PERSONALLY APPEARED before me the undersigned authority in and for the jurisdiction above mentioned, W. L. LEWIS, SR., EVELYN R. LEWIS, AND W. L. LEWIS, JR., 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 of office on this the ______/0 day of January, 1973.

| Content to the first to the

MY COMMISSION EXPIRES:

april 25,1973

STATE OF TEXAS
COUNTY OF

PERSONALLY APPEARED before me the undersigned authority in and for the jurisdiction above mentioned, FRANCES ELOISE ROEHRIG, 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 of office on this the 924 day of January, 1973.

Notary Public Sylvensey

(SEAL)

MY COMMISSION EXPIRES:

6/1/73

STATE OF MISSISSIPPI, County of Madison:

17 W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10 day of 1913, at 2140 o'clock M., and was duly recorded on the 6 day of 2011, 1923 Book No. 129 on Page 536 in my office.

Witness my hand and seal of office, this the 16 of W. A. SIMS, Clerk

By Ledge Greece, D. C.

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, NEWT HOLLIDAY, III, Grantor, do hereby convey and forever
warrant unto HOMER B. TURNER AND NATHALEEN TURNER,

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

to-wit:

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

Lot Two (2) in Block C of EAST ACRES SUB-DIVISION according to the original and revised plats thereof which are on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 4, at pages 46 and 53, respectively, references to which are hereby made in aid and as a part of this description.

THE WARRANTY of this conveyance is subject to:

- 1. City of Canton, County of Madison, and State of Mississippi, ad valorem taxes for the year 1972 and subsequent years
- 2. The exception of an undivided three-fourths (3/4) interest in and to all oil, gas, and other minerals heretofore reserved by prior owners.
- 3. Restrictive or protective covenants which are of record in Land Deed Book 102 at page 236 in the office of the aforesaid Clerk.

129 MUE 540

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

WITNESS MY SIGNATURE on this the day of January or, 1973.

Welliday, III

STATE OF MISSISSIPPI COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the day of January 1973.

Educado C. Reny Notary Public

"MY COMMISSION EXPIRES:

A TON THE STATE OF THE STATE OF

STATE, OF MISSISSIPPI, County of Madison: A Sims Clerk of the Chancery Court of said County, certify that the within instrument was filed , 19<u>73,</u> at <u>3:40</u> o'clock <u>P.</u>M.,

end was duly recorded on the /6 day of fan Jan., 1923 Book No. 129 on Page 539

Witness my hand and seal of office, this the bof

INDEXED .

ਬਰ." ਂ 96

STATE OF MISSISSIPPI COUNTY OF MADISON

Maria ! "

四型 129-541

WARRANTY DEED

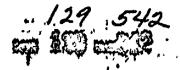
FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, ANNIE FAYE CHASE SMITH, do hereby convey, warrant and sell unto MIMS E. BROWN the following described property, lying and being 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 208 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 Grantee, and unto Grantee 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

and unto Grantee's 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, Mississppi, 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 Grantee and unto Grantee's 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 house-hold pets.
- 6. No building shall be located on any residential lot the nearer than 50 feet to the frontlot 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 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 . 1ot 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.

120 mm 129-545

- 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 North, Range 1 East, 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 alternation 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 purposes 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.

Grantee assumes and agrees to pay the advalorem taxes for the current year.

WITNESS MY SIGNATURE, this the 10 day of January, 1973.

Annie Faye Chase Smith

STATE OF MISSISSIPPI COUNTY OF SIMPSON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, ANNIE FAYE CHASE SMITH, who acknowledged that she signed and delivered the above and foregoing Warranty Deed as her own act and deed on the day and year therein mentioned.

Given under my hand and seal, this the $\underline{//}$ day of January, 1973.

Notary Public

Commission Expires:



EXHIBIT "A"

A certain parcel of land being situated in Section 5, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Beginning at the Northeast corner of 1ot 155 of Lake
Lorman, Part 5, and run North 3 degrees 23 minutes 30
seconds East, 40 feet to the point of beginning of the land
described herein; thence North 86 degrees 36 minutes 30 seconds
West, 100 feet; thence North 2 degrees 37 minutes East, 246.15
feet; thence North 82 degrees 39 minutes 30 seconds East,
101.53 feet; thence South 2 degrees 37 minutes West, 264.97
feet to the point of beginning.

4.7.05

129-549 WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION OF Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, T. S. WEEMS and H. T. WARE, doing business as W & W COMPANY, a partnership, do hereby sell, convey and warrant unto HAPPI FAR EAST TRADING COMPANY, LTD., a Mississippi corporation, the following described land situated in Madison County, Mississippi, to-wit:

Lot 3 of Ridgewood Commercial Park Subdivision, according to a map or plat thereof on file and of record in the office of the Chancery Cierk of Madison County, Mississippi, at Canton, Mississippi, reference to which is hereby made in aid of and as a part of this description.

The warranty contained herein is subject to those certain easements as shown on the plat of subdivision and to those certain easements in favor of Mississippi Power and Light Company created by instruments recorded in Book 34 at Page 205 and in Book 50 at Page 384, all in the office of the aforesaid Chancery Clerk.

Ad valorem taxes for the State, County and Town of Ridgeland for the year 1972 are assumed by the Grantee.

This property does not constitute the homestead or any part thereof of either of the Grantors.

WITNESS OUR SIGNATURES this the 3-day of

, 1 10

T. S. WEEMS

H. T. WARE

com 129 mm 550

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named T. S. WEEMS AND H. T. WARE, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE, this the 3 day of day of leave 1972.

Com / Classical NOTARY PUBLICATION OF THE PUBLIC

My Commission Expires:

TIX COLUMN UT NO YOU 15, 1976 .

STATE OF MISSISSIPPI, County of Madison:	•
J. W. A. Sims, Clerk of the Chancery Court of s	aid County, certify that the within instrument was filed
dor record in my office this // day of	January 1913 at 9:00 o'clock AM.
and was duly recorded on the 16 day of	January, 1973, at 9:00 o'clock AM., Jan., 1923 Book No. 122 on Page 549
Witness my hand and seal of office, this the	
Witness my hand and seal of office, this the	16 of January , 197 3
11, 11, 15, 16, 10, 10, 10, 10, 10, 10, 10, 10, 10, 10	By W.fA. SIME, Clerk
111 (120100)	By Bladys speciel D. C.
	V V

MOEXE

- des 129 ma551

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and the assumption by Grantees of the payment of unpaid balance, both principal and interest, of that certain indebtedness to Bailey Mortgage Company, a Mississippi corporation, which is described in Deed of Trust Book 382 at page 47 in the office of the Chancery Clerk of Madison County, Mississippi, and which indebtedness has been assigned to Metropolitan Life Insurance Company, a New York Corporation, by instrument recorded in Deed of Trust Book 382 at page 126 in the office of the aforesaid Clerk, upon and covering the hereinafter described real property, 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, I, HAL T. PAYTON, Grantor, do hereby convey and forever warrant unto CHARLIE HUNTER and wife, VIRGINIA LEE HUNTER, as joint tenants with right of survivorship and not as tenants in common, Grantees, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

That certain land and property lying and being situated in the City of Canton, Mississippi, in Section 24, Township 9 North, Range 2 East, and being a part of Lot 7 on the East side of South Walnut Street, part of Lot 27 on the North side of West Academy Street, and part of Lot 25 on the South side of West Fulton Street according to the map or plat of the City of Canton prepared by Koehler and Keele as shown by plat of same duly recorded in

im 129 ×2552

the office of the Chancery Clerk of Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the East line of South Walnut Street and the north line of Academy Street run thence east along the north line of Academy Street a distance of 106 feet to the point of beginning of property herein described; thence north a distance of 197.5 feet; thence east a distance of 50 feet; thence south a distance of 197.5 feet to a point on the north line of Academy Street; thence west along the north line of Academy Street a distance of 50 feet to the point of beginning.

. THIS CONVEYANCE and warranty herein contained are hereby expressly made subject to the following, to-wit:

- 1. State of Mississippi, County of Madison, and City of Canton ad valorem taxes for the year 1972.
 - 2. City of Canton Zoning Ordinance of 1958, as amended.

Sinnie N. Payton joins in the execution of this warranty deed to convey any homestead interest which she has in the subject property.

WITNESS OUR SIGNATURES on this the 12 day of November,

HAP Hat T. Payton

Sinnie N. Payton

129 wa552

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, HAL T. PAYTON and SINNIE N. PAYTON who acknowledged to me that they did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

day of Normbul, 1972.

Notary Public

COMMISSION EXPIRES:

•

QUIT CLAIM DEED

For a valuable consideration paid to me by Nelson Cauthen, the receipt of which is hereby acknowledged, I, Lillian Smith, widow of Edward Smith, do hereby convey and quit claim unto the said Nelson Cauthen the following described property lying and being situated in Madison County, Mississippi, to-wit:

INDEXED

An undivided one-half (1/2) interest in my undivided 1/2 interest in and to the following described property, to-wit:

Why of Why of NET of Section 36, Township 8 North, Range 2 East.

By this deed I intend to convey and do hereby convey to the said Cauthen an undivided one-half interest in the property which I inherited from my husband, Edward Smith, as shown by Cause No. 15-838 in the Chancery Clerk's office in Madison County, Mississippi, the said Edward Smith having owned an undivided one-half (1/2) interest in the above described land at the time of his death.

Witness my signature, this, the _ 8thday of December, 1972.

Ear Smith

State	of .	Miss	ouri
CITY	of	St.	Louis

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

Civer under my hand and seal of office, this, the _8tday

My commission expires:

Public

March 15,1975

OF MISSISSIPPI, County of Madison:

A, W.A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed , 1983, 10:00 for record in my office this / the day of , 1963, Book No. 129 on Page 55/ and was duty recorded on the day of

Witness my hand and seal of office, this the

STATE OF MISSISSIPPI COUNTIES OF LEAKE AND MADISON

Colon Cal no

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valid considerations, the receipt and sufficiency of which is hereby acknowledged, WE, MARION L. LOWRY, and wife, MAMIE M. LOWRY, do hereby sell, convey and warrant unto MARION L. LOWRY and wife, MAMIE M. LOWRY, as joint tenants by the entirety, with the full rights of survivorship, and not as tenants in common, the following described land and property located in Leake and Madison Counties, Miss-

TRACT A: The following land is located in Leake County, Mississippi:

issippi, being more particularly described as follows, to-wit:

One (1) acre of land, more or less, in the SW corner of the NV2 of the SW2 of Sec. 19, Twp. 10N.R. 6 E; and one-half (1/2) acre of land, more or less, in the NV corner of the SW2 of the SW2 of Sec. 19, Twp. 10 N. Range 6 E.

TRACT B: The following land is located in Madison County, Mississippi:

- (1) All of the NEt of the SEt of Sec. 24, Twp. 10 N., Range 5, East, less two and one-half (2点) acres of land in the NE corner thereof sold to Alice Luckett; and all in Madison County, Mississippi;
- (2) Also three and one-half (32) acres of land off the North end of SE2 of SE2 of Sec. 24, Twp. 10 N., Range 5 E., in Madison County, Mississippi;

more or less, and being in said Leake and Madison Counties, Mississippi, being the same land and property that Marion L. Lowry acquired by Warranty Deed from Bennett Harris, et al, on March 12, 1947, Book 36, Page 301, records of Chancery Clerk's office, Madison County, Mississippi, and Book 71, Page 508,

records of Chancery Clerk's office, Leake County, Mississippi, and Warranty Deed from Birdie Lowry dated August 26, 1964, Book 94, Page 283, records of Chancery Clerk's office, Madison County, Mississippi.

This deed is made for the twofold purpose of establishing an estate by the entirety between the Grantees herein, and also to correct that certain deed from Birdie Lowry to Marion Lowry, as found in said Book 94, Page 283, of said Clerk's office in Madison County, Mississippi, wherein it is specified that the Grantor was conveying all land lying North of Mississippi State Highway No. 16, but which should have stated "conveying all land North of OLD Mississippi State Highway No. 16".

WITNESS OUR SIGNATURES to this the // day of M. V.

A. D., 197 🕹.

MARION L. LOWRY

STATE OF MISSISSIPPI COUNTY OF LEAKE

PERSONALLY came and appeared before me, a Notary Public in and for said County and State, the within named MARION L. LOWRY and wife, MAMIE M. LOWRY, who severally acknowledged that they signed and delivered the foregoing instrument at the time and place therein and as their free act and deed.

GIVEN under my hand and official seal of office, this the

A. D., 197~.

My Comm. Expires:

STATE OF MISSISSIPPI, County of Madison:

So ... I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed cfor record in my office this ____day of_ , 19/13 at 11:45 o'clock AM. Om, 1973 Book No. 12 9 on Page 555 and was duly recorded on the / day of in my office. Witness my hand and seal of office, this the 16

WARRANTY DEED

NO. 106

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, GERALD R. BARBER, do hereby convey and warrant unto OAK LANE GARDEN CENTER, INC., a Mississippi corporation, the following described property in the City of Canton, Madison County, Mississippi, to-wit:

Beginning at a point on the south side of East Academy Street in the City of Canton, Madison County, Mississippi, at the northwest corner of the Kimbrough Addition to the City of Canton, and run thence west along the south side of said East Academy Street 140 feet to the northeast corner of the lot formerly owned by S. R. Cain, Sr., thence south along the east line of said S. R. Cain, Sr. lot 250 feet, thence east parallel to said East Academy Street 140 feet to the west line of said Kimbrough Addition, thence north along the west line of said Kimbrough Addition 250 feet to the point of beginning.

For the above consideration and other good and valuable considerations, cash in hand paid to the undersigned, I, GERALD R. BARBER, do hereby set over and assign unto said OAK LANE GARDEN CENTER, INC. all personal property located on the above described property and all personal property of every kind and nature that is owned by me and used in connection with the operation of said Oak Lane Garden Center, Inc.

Grantee assumes and agrees to pay taxes for the year 1973. Witness my signature, this the 8 day of January 1973.

Gerald R. Barber

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Withess my signature and official seal, this January 8, 1973.

My commission expires: August 18, 1975 Notary Public

STATE OF MISSISSIPPI, County of Madison:

1, W.A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this ______ day of _______, 19/3, at // SD o'clock ff M., and was duly recorded on the ______ day of _______, 19/3 Book No. /2 9 on Page 55 in my office.

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this _______, 19/3, at // SD o'clock ff M., and was duly recorded on the _______ day of _______, 19/3 Book No. /2 9 on Page 55 // W. A. Sims, terk

WARRANTY DEED

INDEXED

m 173 m313

£0.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the herein named SHEPPARD AND COMPANY, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto PERCY BATES, the following described land property being situated in Madison County, Mississippi, to-wit;

A parcel of land lying and being situate in Lots 3 and 11 and the 20 foot alley vacated by the Town of Flora, Mississippi adjoining the aforesaid Lots 3 & 11 Gaddis Addition to the Town of Flora, a subdivision in the Town of Flora, according to a map or plat thereof on file and of record in the office of the Chancery Clerk, Madison County, in Plat Book 1, Pages 16, 17 and 18.

Commencing at the point of intersection of the Westerly line of First Avenue (Highway 49 North) with the Northerly line of Calhoun Street, run thence Northerly along the Westerly line of First Avenue, 395.9 feet to the point of beginning; turn thence left 90° 02' and run Westerly 270 feet, turn thence right 90° 02' and run Northerly 90 feet, turn thence right 89° 58' and run Easterly 270', turn thence right 90° 02' and run Southerly 90 feet along the Westerly line of First Avenue to the point of beginning.

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

- (1) All oil, gas, other minerals on or under the described property.
 - (2) 1973 Taxes not yet due and payable.
 - (3) Protective covenants, and ordinances of record.
- (4) Any state of facts that would be shown by survey or accurate inspection of the premises.

· ma 120 na559

WITNESS MY SIGNATURE this // day of farence,

SHEPPARD AND COMPANY

BY: J. J. SHEPPARD, PRESEDENT

STATE OF MISSISSIPPI COUNTY OF MADISON

authrority in and for the county aforesaid T. L. SHEPPARD, who acknowledged that he is the duly authroized officer of SHEPPARD AND COMPANY, and that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this _____ day of

NOTARY PUBLIC

My_commission expires:

*[1/18/2*3

1

In consideration of One and no/100 (\$1.00) Dollars and other valuable consideration paid by Johnnie Simmons to me, the receipt of which is hereby acknowledged, I, Daisy Simmons, do hereby convey and warrant unto the said Johnnie Simmons the following described property lying and being situated in Madison County, Mississippi, to-wit:

> An undivided one-half (1/2) interest in and to the following described property, to-wit:

From the southeast corner of the NW1 of the NW1 of Section 18, Township 8 North, Range 1 West run thence north 208 feet and 9 inches to the corner of the Willie Wells lot, thence run west 208 feet and 9 inches to the southwest corner of the Willie Wells lot, thence run south 208 feet and 9 inches to the south line of said forty thence run east 208 feet line of said forty, thence run east 208 feet and 9 inches to the point of beginning. LESS ANE EXCEPT therefrom one-half (1/2) of the oil, gas and other minerals which interest is owned by Frank D. Simpson.

, Witness my signature, this, the 11th day of January,

1973.

State of Mississippi County of Madison

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

Given under my hand and seal of office, this, the 11th day

of January 1973. 102 OA!

STATE OF MISSISSIPPI, County of Madison:

commission expires:

_, 198 3, Book No. 12 9 on Page 560 in my office. 3895/

Witness his hand and seal of office, this the

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, we, ERNEST H. SLAUGHTER, JR. and wife, ETHEL L. SLAUGHTER, do hereby sell, convey and warrant unto DEPOSIT GUARANTY NATIONAL BANK, Trustee of the Louise C. Manship Trust, the following described land and property lying and being situated in Madison County, Mississippi, being more particularly described as follows, to-wit:

Parcel Number One:

Beginning at the Northeast corner of Lot 19 of Tougaloo Addition, according to the map or plat on file and of . record in the office of the Chancery Clerk of Madison County in Deed Book AAA at page 138; run thence South along the East line of said Lot 19 to the intersection of said East line with the North right-of-way line of the re-location of the County Line Road, being a distance of 96.4 feet, more or less; run thence Southwesterly for a distance of 234.6 feet, more or less, to the Southeast corner of the American Telephone and Telegraph Company property;
run thence Northerly along the East
line of the American Telephone and
Telegraph Company property for a distance
of 33 feet to the Northeast corner of
said American Telephone and Telegraph
Company property: run thence along the Company property; run thence along the North line of the American Telephone and Telegraph Company property for a distance of 75 feet, more or less, to the intersection of said North property line with the East Right-of-Way line of Old U. S. Highway #51; run thence Northerly along the East boundary line of Old U. S. Highway #51 for a distance of 105.4 feet, more or less, to the Northern boundary line of Lot 20, Tougaloo Addition; run thence Easterly along said Northern boundary line for a distance of 215.8 feet, more or less, to the point of beginning, being located in Lots 19 and 20 of Tougaloo Addition, according to the map or plat on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Deed Book AAA at page 138 and boing that Book AAA at page 138, and being that part of Lots 19 and 20 located North of the re-location of County Line Road, less and except the American Telephone and Telegraph Company property; AND ALSO

Parcel Number Two:

Beginning at the intersection of the re-location of the County Line Road with the North line of Lot 21 of Tougaloo Addition, according to the map or plat on file and of record in the office of the Chancery Clerk of Madison County in Deed Book AAA at page 138; run thence Southwesterly along the Northern Right-of-Way line of said re-location of County Line Road for a distance of 245 feet, more or less, to the intersection of that above mentioned Right-of-Way line with the West boundary line of Lot 21; run thence Northerly along said West boundary line to the Northern boundary line of Lot 21; run thence Easterly 265 feet, more or less, to the point of beginning, being a part of Lot 21 and being all of that part of Lot 21 located North of the re-location of the County Line Road.

This conveyance is made subject to, and there is expressly excepted from the warranty hereof, the following:

- 1. The liens of the 1973 city, county and state ad valorem taxes.
- 2. All zoning ordinances of the Town of Ridgeland, Madison County, Mississippi.
- 3. All matters, facts, and conditions which would be revealed by an accurate survey of the property and/or by a competent inspection of the premises.
- 4. Those certain release of damages clauses contained in deeds executed by Ernest H. Slaughter, et al, conveying certain property to the State Highway Commission and recorded in the office of the Chancery Clerk of Madison County, Mississippi, as follows: Instrument recorded in Book 81, Page 4; Book 77, Page 153; Book 76, Page 248; Book 81, Page 6; Book 76, Page 251; Book 76, Page 246; and Book 41, Page 525.
- 5. That certain right-of-way conveyed by Charles V. and Betty Slaughter to Mississippi Delta Power & Light Company executed on March 2, 1928, and recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Book 6, beginning at Page 307 thereof.

eper 129 ma563

- 6. Those certain restrictive covenants contained in an instrument recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Book FFF beginning at Page 426 thereof and those certain restrictive covenants recorded in the office of said Chancery Clerk in Book GGG beginning at Page 208 thereof and filed on November 11, 1898.
 - 7. Reservation of all oil, gas and other minerals retained by predecessors in title.

The grantee herein hereby assumes and agrees to pay the said 1973 city, county and state ad valorem taxes when the same shall become due and payable.

. There is presently erected on the above described real property a frame dwelling house. Said dwelling house is to remain the property of the grantors and shall be removed from the real estate hereby conveyed within one (1) calendar year of January 1, 1973, if grantee does not sooner notify grantors to remove said dwelling house. In the event that grantee shall notify grantors in writing to remove said dwelling house prior to said one (1) year period, grantors shall have a period of thirty (30) calendar days from their receipt of written notice to remove said dwelling house from the above described real property. Should grantors fail to remove said dwelling house within said one (1) year period or within said thirty (30) day period upon receipt of written notice from grantee, then grantors shall forfeit ownership of said dwelling house to grantee and title to said dwelling house shall thereafter be vested in grantee.

WITNESS our signatures on this the 29th day of

DECEMBER, 1972.

Mest H. Slaughter, JR.

Ethel L. Slaughter

.

STATE OF VIRGINIA

eook 129 PAGE 564

COUNTY OF PRINCE WILLIAM

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ERNEST H. SLAUGHTER, JR. and ETHEL L. SLAUGHTER, husband and wife, who each acknowledged to me that they each 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 of office on this 29th day of December, 1972.

My commission expires: Aren 12

STATE OF MISSESSIPPI, County of Madison:

I, W.A. Sinks, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 12 day of and was duly recorded on the 16 day of in my office. January, 1973, at 9:00 delock AM., Jan, 1923 Book No. 129 on Page 56/ Witness my hand and seal of office, this the of

BOUR 129 PAGE 565

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand this day paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I, George F. Woodliff, grantor, do hereby sell, convey and warrant unto Dan M. Woodliff all of my undivided interest in and to the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

> Lots 13 and 14, Sandalwood Subdivision, Part I, as shown by a plat thereof recorded in Plat Book 5 at Page 35 in the office of the Chancery Clerk of Madison County, Mississippi.

Lot 60, Sandalwood Subdivision, Part 2, as shown by a plat thereof recorded in Plat Book 5 at Page 40 in the office of the Chancery Clerk of Madison County, Mississippi.

This conveyance is subject to (1) Zoning and Subdivision Regulation Ordinance adopted by the Board of Supervisors of Madison County, Mississippi at the April, 1964 Term and recorded in Minute Book A-D at Pages 266 through 287, as amended, (2) restrictive covenants covering said subdivision, recorded in the office of said Chancery Clerk, (3) all easements reflected on said subdivision plat, and (4) 1973 ad valorem taxes. A utility easement ten feet in width across the East side of Lots 13 and 14, the East side of Lot 60 and the South side of Lot 60 is also expressly reserved. . There are excepted from this conveyance and the warranty hereunder. all mineral interests heretofore conveyed out or excepted by previous owners.

WITNESS my signature this the 2nd day of January, 1973.

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named GEORGE F. WOODLIFF, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal this the 2nd day of January 1973.

My Commission Expires:

STATE OF MISSISSIPPI County of Madison: W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed _, 1973 at 9:00:0 clock # M., anuaky day of. for record in my office this_ on., 19/73 Book No. 129 on Page 545 and was duly recorded on the in my office. Witness my hand and seal of office, this the 6 of

WARRANTY DEED BOOM 129 PAGE 566 NO. 120

FOR and in consideration of the sum of Ten Dollars, cash paid in hand, and other good and valuable considerations, the receipt of which is hereby acknowledged, SCOTT ENTERPRISES, INC., a Mississippi Corporation, acting by and through its duly and legally authorized officer, does hereby sell, convey and warrant unto JACKIE M. HAWORTH and ESTHER H. HAWORTH, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in the County of Madison, State of Mississippi, to-wit:

Lot Sixteen (16), Traceland North, Part One (1), 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 3, reference to which is hereby made.

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

It is understood and agreed that the taxes for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantees or their assigns any deficit on an actual proration and likewise the Grantees agree to pay to the Grantor or its assigns any amount over paid by it.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid CHARLES A SCIT, who acknowledged that he is PRESIDENT of Scott Enterprises, Ihc., a Mississippi Corporation, and that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for and on behalf of said corporation, having been first duly authorized so to do.

Given under my handa nd official seal, this the 1974 day of January,

1973.

Description:

My commission expires: April 30, 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 5 day of 1973, at 9:01 o'clock A.M., and was duly regarded on the 6 day of 1973, Book No. 129 on Page 566

Witness his hand and seal of office, this the 6 of W. Agsims, Clerk

____, D. C.

NDEXED

STATE OF MISSISSIPPI COUNTY OF MADISON

800K 129 PAGE 567

NO. 122

WARRANTY DEED

For and in consideration of the sum of TEN (\$10.00) DOLLARS, and other valuable consideration, the receipt of which is hereby acknowledged, we, WILLIAM C. PREWITT and CAROL JEAN PREWITT, his wife, do hereby sell, convey and warrant, subject to matters hereinafter set out, to WILLIAM W. ROGERS and MARY JANE ROGERS, his wife, as tenants by the entirety, with the right of survivorship, and not as tenants in common, the following described real property located in the City of Madison, Madison County, Mississippi, described as follows, to-wit:

Lot 28, MEADOW DALE SUBDIVISION, PART 4, according to Plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, as now recorded in Plat Book 5 at page 25.

This deed is executed subject to Deed of Trust in favor of Colonial Savings and Loan of Jackson, Mississippi, to secure an indebtedness in the amount of \$15,750.00, dated September 29, 1970 and recorded in Book 377 at page 57 in the records of Mortgages and Deeds of Trust of Madison County, Mississippi, assigned to Bradley Mortgage Company, Jackson, Mississippi, recorded in Book 379 at page 436 of the land deeds of trust records of Madison County, Mississippi. The Grantees herein, by acceptance of this deed, assume and agree to pay the above described indebtedness.

This deed is executed further subject to protective covenants set out in Book 372 at page 17 of the records of Mortages and Deeds of Trust on land in Madison County, Mississippi, and

BOOK 129 PAGE 568

building restrictions, easements, set back lines, etc., as per plat of record in Plat Book 5 at page 25 in the Chancery Clerk's Office in Madison County, Mississippi.

Ad valorem taxes for the year 1972, city and county, shall be paid by the Grantors herein.

/人 <u>ザ</u> /2 <u>-</u>day of January, 1973. Executed this

WILLIAM C. PREWITT

STATE OF MISSISSIPPI COUNTY OF MADISON

Before me, the undersigned authortiy within and for the above jurisdiction, this day personally appeared WILLIAM C. PREWITT and CAROL JEAN PREWITT who duly 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 of office this 12 4 day of January, 1973.

Sarfan S Halbert

commission expires:

E.OF MISSISSIPPI, County of Madison: I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed record in my office this 15 day of 1975 at 9:00 whether anuacy, 1923, at 9:00 o'clock A-M., Qun., 19/13, Book No. 129 on Page 567 and was duly recorded on the / day of ____ Wifness my hand and seal of office, this the 6 of

WARRANTY DEED '

大河。於

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

"All that part of the West half (1/2) of the Northeast quarter (W2 of NE%) situated West of the Middleton Road and North and West of the Cox Ferry Road, also all that part of the Northwest quarter of Southeast quarter (NW% of SE%), situated North and West of the Cox Ferry Road; all in Section 20, Township 8 North, Range 2 West, Madison County, Mississippi, less and except one-half (2) of all oil, gas and other minerals thereon."

WITNESS OUR SIGNATURES this // day of November, 1972.

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the county aforesaid MR. AND MRS. W. D. PEDEN, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this ____ day of November, 1972.

mallia NOTARY PUBLIC

My commission expires:

STATE OF MISSISSIPPI, County of Madison:

1, W. A. Simis, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of January, 1973, at 9:45 o'clock A.M., and was duly recorded on the 6 day of January 1973 Book No. 129 on Page 569

in my office. Witness my hand and seal of office, this the 16 of

WARRANTY DEED

(Ö. 133

FOR A VALUABLE CONSIDERATION cash in hand paid the undersigned, the receipt of which is hereby acknowledged, I, VIVIAN L. KNOX, unmarried, do hereby convey and warrant unto MOKE NEELY and wife, MAGNOLIA NEELY, the following described property situated in the Town of Flora, Madison County, Mississippi, to-wit:

LOT EIGHT, (8) of KNOX SUB-DIVISION, Town of Flora, Mississippi when described with reference to said map or plat of said subdivision now on file in the Chancery Clerk's Office for said County in Plat Book 5, page 33, reference to said map or plat being here made in aid of and as a part of this description.

The 1973 taxes are to be paid by grantees.
WITNESS MY SIGNATURE, this the 15th day of January, 1973.

Visitan L. KNOX

STATE OF MISSISSIPPI

MADISON COUNTY

PERSONALLY appeared before me, the undersigned authority in and for said county and state the within named VIVIAN L. KNOX, who acknowledged that she signed and delivared the foregoing instrument on the day and year therein mentioned as her act and deed.

GIVEN under my hand and official seal, this the /5 day of January, 1973.

CHANCERY CLERK

BY: Sanka M. Rashery D.C.

(SEAL)

MY COMMISSION EXPIRES: /- /- 76

STATE OF MISSISSIPPI, County of Madison:

1, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this /5 day of 1925, at 10:45 o'clock a.M., and was duly recorded on the day of gan, 1923 Book No. 29 on Page 570 in my office.

Witness my hand and seal of office, this the 6 of w. A. Siris, citek

By Struct D. C.

17

WARRANTY DEED

40. 23g

IN CONSIDERATION of the sum of Ten (\$10.00) Dollars cash in hand paid the undersigned, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, GOLD TAYLOR, do hereby convey and warrant unto A & J ENTERPRISES, INC. the following described propery lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Fifty-eight (58) feet off the west side of lot number One (1) on the east side of First Avenue of Firebaugh's First Addition to the City of Canton, Mississippi according to the map or plat of said Addition on file in the Chancery Clerk's office for Madison County, Mississippi.

July P

STATE OF TEXAS
COUNTY OF WICHITA

PERSONALLY appeared before me, the undersigned authority in and for said county and state, GOLD TAYLOR, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

(SEAL)

MY COM ISSION EXPIRES June 1, 1923

STATE OF Mississippi, County of Madison:

1. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my, office this / 5 day of 1983, at 11:450 clock a. M. and was duly recorded on the day of fan. 1983. Book No. 12 9 on Page 57/
in my office,

Witness my hand and seal of office, this the of My, A. SIMS Clerk

WARRANTY DEED

INDEXED

₫Ö." . 135

स्याः ः

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, ALBERT S. JOHNSTON, JR., do hereby convey and warrant unto W. R. HARDIN all of my right, title and interest in and to the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

That certain strip of land 100 feet in width constituting the railroad main line right-of-way (now abandoned) of the Canton Carthage Railroad Company on, over and across the E 1/2 of SW 1/4 and W 1/2 of SE 1/4 and SE 1/4 of SE 1/4, less 17 chains on the east side, Section 15, Township 9 North, Range 4 East; Madison County, Mississippi, containing 6 across more on less 6 acres, more or less.

Grantor shall pay the taxes for the year 1972. WITNESS MY SIGNATURE this the 20 day of December, 1972.

STATE OF MISSISSIPPI COUNTY OF LEAKE

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named ALBERT S. JOHNSTON, 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 Description of the day of

December, 1972.

ÇŞÊALY'''' My commission expires:

STATE OF MISSISSIPPI, County of Madison:

for record in my office this 15 day of Sumary 1983, at 12:20 0 Clark of Page 57 1983, at 12:20 0 Clark P.m. ., 1983, Book No. 129 on Page 572 and was duly recorded on the day of in my office.

Witness nix hand and scal of office, this the 16 muery, 1983

40. 136

Hase , P. WARRANTY DEED

THE PART

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 and sufficiency of all of which is hereby acknowledged, We, MAX LEE WALDROP and ANN ROBINSON WALDROP, husband and wife, do hereby sell, convey and warrant unto J. B. NICHOLS and DONNIE NICHOLS, 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:

Lot 68, 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.

Grantors herein, as successors in title from the warranty deed from Piedmont, Inc. to Allen David Ashburn and Norma R. Ashburn, as recorded in Book 98 at Page 319 in the aforesaid Clerk's Office, do hereby grant and covey unto the 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, subject to the terms, conditions and covenants contained in that certain instrument executed by Piedmont, Inc., as recorded in Book 315 at Page 431 in the aforesaid Clerk's Office.

Grantors herein, as successors in title from the warranty deed recorded in Book 98 at Page 319 in the aforesaid Clerk's Office, do hereby grant and convey unto the 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 plat of said subdivision for purposes of ingress and egress to and from the public road at the extremity of said private drive, subject to the provisions of that certain covenant from Piedmont, Inc. to Madison County, Mississippi, relative to said private drive or raod recorded in the aforesaid Clerk's Office in Book 305 at Page 248.

Grantors herein, as successors in title from the warranty deed recorded in Book 98 at Page 319 in the aforesaid Clerk's Office, do hereby grant and convev unto the 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.

Grantees herein, as successor grantees, do by the acceptance of this deed covenant for themselves and their successors in title, with Piedmont, Inc. and with title owners to the other lots in said five subdivision that so long as the protective covenants set forth in Deed Book 315 at Page 431 remain in force no building shall be located on the lot hereby conveyed nearer than 50 feet 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.

There is excepted from this conveyance and from the warranty hereof all oil, gas and other minerals lying in, on and under said property. There is also excepted from this conveyance and from the warranty hereof and this conveyance is made subject to all of those protective and restrictive covenants set forth in Deed Book 315 at Page 431, and any other protective and restrictive covenant and easements of record affecting said property.

Ann Robinson Waldrop

STATE OF <u>USSISSIPPI</u>
COUNTY OF <u>LAFAYETTE</u>

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Max Lee Waldrop and Ann Robinson Waldrop, husband and wife, who acknowledged that they each signed and delivered the above and foregoing Warranty Deed on the day and year therein stated.

Given under my hand and official seal, this the

Notary Public

My commission expires rec 3, 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 15 day of 1973 at 2:15 o'clock M., and was duly recorded on the 16 day of 1973 Book No. 12 9 on Page 57 in my office.

Witness triy hand and seal of office, this the 16 of 1973.

By Blody Sprice D.

CORRECTED WARRANTY DEED

WHEREAS, by warranty deed dated July 6, 1972, and recorded in Land Deed Book 127 at page 698 in the office of the Chancery Clerk of Madison County, Mississippi, James D. Whiddon and Christine Whiddon intended to convey certain lands therein described to James Earl Holmes and Hazel B. Holmes; and,

WHEREAS, through mistake, or inadvertence, the description therein contained is in error, and does not correctly reflect the true intention of the parties; and,

WHEREAS, the parties do now desire to correct said deed and to amend said description.

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid us and other good and valuable consideration, including but not limited to the mutual benefits to all parties hereto from the correction of said deed by amending said description, the receipt and sufficiency of all of which is hereby acknowledged, We, JAMES D. WHIDDON AND CHRISTINE WHIDDON, do hereby convey and forever warrant unto JAMES EARL HOLMES AND HAZEL B. HOLMES, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing 4.9 acres, more or less, situated in the NW of Section 23, Township 9 North, Range 4 East, Madison County, Mississippi, and more particularly described as Beginning at an iron pin at

INDEXED

BOOK 129 PAGE 576

the intersection of the west margin of a private road and the north fence line of said Section 23 (said pin being 673.2 feet westerly along said fence from a pip e representing the NE corner of said NW¹/₄, and also being 15 feet west of the centerline of said private road); thence from said Point of beginning run southerly 15 feet from and parallel to said road centerline for 331.6 feet to an iron pin; thence turn right an angle of 95° 10' and run 674.7 feet to an iron pin; thence turn right an angle of 90° 00' and run 315.2 feet to an iron pin on the north fence line of said Section 23; thence turn right an angle of 88° 40' and run along the north fence line of said. Section 23 for 644.9 feet to the point of beginning.

and that the description contained in the aforesaid warranty deed be and the same is hereby amended accordingly.

THE WARRANTY of this conveyance is subject to:

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1973 and subsequent years.
- 2. The Madison County, Mississippi Zoning and Subdivision Ordinances of 1964.

It is expressly agreed and understood by and between the parties that the aforesaid warranty deed dated July 6, 1972, be and the same is hereby corrected and amended in accordance with the provision herein contained.

WITNESS OUR SIGNATURES on this __/2th day of January,

1973.

James D. Whiddon

121 --

Christine Whiddon

_ caree - Cont

James Earl Holmes

Hazel B. Holmes

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me the undersigned authority, in and for the jurisdiction above mentioned, JAMES D. WHIDDON, CHRISTINE WHIDDON, JAMES EARL HOLMES, AND HAZEL B. HOLMES, who acknowledged to me that they did each sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal of office on this the ______ day of January, 1973.

Notary Public

(SEAL)

MY COMMISSION EXPIRES:

By 125, 1973

以此,所以《新聞》。

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand this day paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, LLC, INC., a corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto LEWIS L. CULLEY, JR., and wife, BETHANY W. CULLEY, as joint tenants with full right of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, State of Mississippi, and being particularly described as follows, to-wit:

A parcel of land being situated in the SW% of Section 15, T7N-R2E, Madison County, Mississippi and being more particularly described as follows:

Beginning at the NE corner of the Eunice W. Watkins property, as recorded in Deed Book 99 at page 312 of the Chancery Records of Madison County, Mississippi and run S 78° 34' 30" W, along the North Boundary of the said Watkins property; 223.80'; run thence N 17° 47' 30" W, 15.14'; run thence N 2° 05' W, 445.81'; run thence N 89° 45' E, 966.43' to the Western R.O.W. line of the Natchez Trace Parkway; run thence S 38° 21' E, along the Western R.O.W. line of said Parkway, 375.82' to a concrete R.O.W. Monument; run thence S 15° 22' W, along the Western R.O.W. line of said Parkway, 1112.94'; run thence N77° 34' 30" W, 221.42'; run thence S 15° 29' W, 189.56'; run thence.N 74° 29' W, 87.01'; run thence N 27° 27' W, 242.91'; run thence N56° 07' E, 262.06; run thence N 30° 26' W, 420.27'; run thence N 30° 26' 30" W, 142.01; run thence N 32° 59' 30" W, 139.78'; run thence N 31° 18' 30" W, 112.49' to the Point of Beginning.

The warranty of this conveyance is subject to the reservation of one-half of the oil, gas and other minerals by The Federal Land Bank of New Orleans in deeds to B. L. McMillon which are dated July 17, 1939 and are recorded in Book 12, at page 392, and in Book 21, at page 229 of the records on file in the office of the Chancery Clerk of Madison County, at Canton, Mississippi.

BOOK 129 PAGE 579

The warranty of this conveyance is further subject to the reservation of an undivided 1/64th non-participating royalty interest in warranty deed from Earlene Simmons, et al, to B. L. McMillon, which deed is dated April 23, 1947, and is recorded in Book 37, at page 3 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 that certain right of way to Mississippi Power & Light Company, dated November 12, 1936, and recorded in Book 10, at page 466, of the aforesaid Chancery Clerk's records.

For the same consideration as stated above, the Grantor does hereby sell and convey unto the Grantees herein a perpetual but a non-exclusive right to use the roads and streets surrounding and in the vicinity of Natchez Trace Village, as a means of ingress and egress to the property conveyed herein, but the right to dedicate said streets and roads in the future for public use has been reserved by Lewis L. Culley, Jr. and wife, Bethany W. Culley.

The Grantees and their successors in title agree with the Grantors and their successors in title that should Lewis L. Culley, Jr. and wife, Bethany W. Culley in their absolute discretion determine to install a sewer system, the Grantees will pay their pro rata share of the cost of said sewer system.

The ad valorem taxes for the year 1973 on the above described property are to be pro rated as of the date of this conveyance.

witness the signature of LLC, INC., by its duly authorized officer, on this the 10th day of January, 1973.

LLC, INC

100 103: ()

COUNTY OF HINDS

BOOK 129 PAGE 580

Personally came and appeared before me, the undersigned authority in and for said county and state, the within named Lewis L. Culley, Jr., who acknowledged to me that he is President of LLC, Inc., a corporation, and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he being first duly authorized so to do.

Given under my hand and seal of office, this the 10th day of January, 1973.

My commission expires:

Mysleen C. Boudousque
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

State OF Mississippi, County of Madison:

Stor record in my office this 10 day of January, 1913, at 9:00 o'clock A.M.,

and was duly recorded on the 23 day of January 1923 Book No. 129 on Page 528

The my office, with and and seal of office, this the 23 of January, 1973

W. A. Siris, girk

By Slode Space D. C.

(\$10.00) DOLLARS, cash in hand this day paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned LEWIS L. CULLEY, JR., and wife, BETHANY W. CULLEY, do hereby sell, convey and warrant unto WALTER H. SIMMONS, the following described land and property lying and being situated in Madison County, State of Mississippi, and being particularly described as follows, to-wit:

A parcel of land being situated in the SW% of Section 15, T7N-R2E, Madison County, Mississippi and being more particularly described as follows:

Beginning at the NE corner of the Eunice W. Watkins Property, as recorded in Deed Book 99 at Page 312 of the Chancery Records of Madison County, Mississippi and run S 78° 34' 30" W, along the North Boundary of the said Watkins property; 223.80'; run thence N 17° 47' 30" W, 15.14'; run thence N 2° 05' W, 445.81'; run thence N89° 45' E, 966.43' to the Western R.O.W. Line of the Natchez Trace Parkway; run thence S 38° 21' E, along the Western R.O.W. Line of said Parkway, 375.82' to a concrete R.O.W. Monument; run thence S 15° 22' W, along the Western R.O.W. line of said Parkway, 1112.94'; run thence N77° 34' 30" W, 221.42'; run thence S 15° 29' W, 189.56'; run thence N 74° 29' W, 87.01'; run thence N 27° 27' W, 242.91'; run thence N 56° 07' E, 262.06'; run thence N 30° 26' W, 420.27' run thence N 30° 26' 30" W, 142.01; run thence N 32° 59' 30" W, 139.78'; run thence N 31° 18' 30" W, 112.49' to the point of beginning.

The warranty of this conveyance is subject to the reservation of one-half of the oil, gas and other minerals by The Federal Land Bank of New Orleans in deeds to B. L. McMillon which are dated July 17, 1939 and are recorded in Book 12, at page 392, and in Book 21, at page 229 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 1/64th non-participating royalty interest in warranty deed from Earline Simmons, et al, to B. L. McMillon, which deed is dated April 23, 1947, and is recorded in Book 37, at page 3 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 that certain right of way to Mississippi Power & Light Company, dated November 12, 1936, and recorded in Book 10, at page 466, of the aforesaid Chancery Clerk's records.

For the same consideration as stated above, the Grantors do hereby sell and convey unto the Grantee herein a perpetual but a non-exclusive right to use the roads and streets surrounding and in the vicinity of Natchez Trace Village, as a means of ingress and egress to the property conveyed herein, but the Grantors herein reserve the right to dedicate said streets and roads in the future for public use.

The Grantee and his successors in title agree with the Grantors and their successors in title that should the Grantors, in their absolute discretion, determine to install a sewer system, the Grantee will pay his pro rata share of the cost of said sewer system.

The ad valorem taxes for the year 1973 on the above described property are to be pro rated as of the date of this conveyance.

WITNESS our signatures, on this the 10th day of January, 1973.

LEWIS L. CULLEY, JR.

BETHANY W. CULLEY

STATE OF MISSISSIPPI Madison COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said county and state, the within named LEWIS L. CULLEY, JR. and wife, BETHANY W. CULLEY, who each acknowledged that they signed and delivered the above and foregoing instrument on the day and date therein stated.

Given under my hand and seal of office, this the 10th day of January, 1973.

Myslein C. Bouclousque

No. 3000 (communication expires:

STATE OF MISSISSIPPI, County of Madison:

1. W. A. Sinis, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 16 day of 1973, april 1973, april

BOOK 129 PAGE 584

40. 146 ·

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, LAURA MARSHALL, DESAREE TRAVIS, JOHN O. MARSHALL and JOE NATHAN MARSHALL, Grantors, do hereby convey and warrant unto MARY LEE MILLER, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 294.2 feet on the north side of a county public road, containing 2 acres, more or less, lying and being situated in the SW4 SE4, Section 35, Township 9 North, Range 3 East, Madison County, Mississippi and more particularly described as follows:

Commencing at the intersection of the east fence line of the SW% SE% of said Section 35 and the north margin of a county public road, and run westerly along the north margin of said road for 627.3 feet to a point on an existing fence line that is the SW corner and the point of beginning of the property herein described: thence turn right an angle of 99 degrees 17 minutes and run along the existing fence for 300 feet to a point; thence turn right an angle of 80 degrees 43 minutes and run parallel to said road for 294.2 feet to a point; thence turn right an angle of 99 degrees 17 minutes and run parallel to said fence for 300 feet to a point on the north margin of said road; thence turn right an angle of 80 degrees 43 minutes and run along the north margin of said road for 294.2 feet to the point of .beginning.

The Grantors herein are the sole and only heirs at law of John Marshall, deceased, who died intestate in 1964.

WARRANTY Of this conveyance in subject to the following: exceptions:

BOOK 129 PAGE 585

- 1. State of Mississippi, County of Madison ad valorem taxes for the year 1972.
- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded in Supervisors Minute Book AD at page 266, in the records of the Office of the Chancery Clerk of Madison County, Mississippi.

Councy,	• wraaraarbb	, ,	, , ,	1		٠,
• , .	٠,	4) k	· ; · · · ·	20 1		
	WITHESS, OUR	SIGNATURES O	n this the 🕢	duday	of	
,	Nas	* * * * * * * * * * * * * * * * * * * *	, 1972.	3, 14	, , , , , ,	garar d
		11 ,		٠	1 1 1	`
نے • •	3,		• • • •	-		;
ئ _ۇ ، ئ _ى تى			. 7		,	
					* * *	*
				 	`·	
1			_ Laura Mars	hall	` , '	, ,
` , -					* .	* ,
2 1 2 2	· · · · · · · · · · · · · · · · · · ·				· · · · · · · · · · · · · · · · · · ·	4 ,
			Desaree Tr	avis .	, ,	, ,
	** •	, ,	/	IM		, ()
•	, , , , , , , , , , , , , , , , , , ,	· Lom	O. Maiska	<i>W</i>	* ,	. , , ,
		· . •	John O. Ma	rshall '		
•			4 11			•
•	·	Jag	Nathan Joe Nathan	Mar	shau	/ '
	-	/ .	Joe Nathan	Marshall		•
, .			-	•		,
STATE C				*		¢
COUNTY	OF CSA	R				7.7
•			•		4	. 3
authari	PERSONALLY	APPEARED before the jurisd	re me, the un iction above	dersigned mentioned	. JOE NAT	HAN
Mr.RSHAI	L who ackno	wledged to me	that she did	sign and	deliver.	3,1876
the for	regoing inst	rument on the	date and for	the purp	oses	
thereir	n stated.	* * * *			, 1, 2, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	. %* Ø 0
	GIVEN UNDER	MY HAND and	official seal	on this	the <u>30</u>	17.
day of	Dec	19	72.	*		
a that L	OA WAS I		· A	• //	آن والمرادية - المرادية المرادية	4 (5)
			Drina	Soil	utt.	
(SEAL)	为是"是"。		Notary Pub	Tic ,	ويور والمحارية	eggir i
MX COM	iission expi	RES:	The second second			Joint To
4 A 6 1 W	14.14			ا ورحروه سية يا دون الرحو	Section 1	

	in and for the jurisdiction who acknowledged to me that	before me, the undersigned authority in above mentioned, DESAREE TRAVIS, to she did sign and deliver the date and for the purposes therein
	GIVEN UNDER MY HAND	and official seal on this the
		Notary Public
	(SEAL)	
	MY COMMISSION EXPIRES:	•
	STATE OF Mygmia	
5 P. C. S.	COUNTY OF CELLS TO	before me, the undersigned authority
A STATE OF THE STA	in and for the jurisdictio who acknowledged to me tha going instrument on the da	n above mentioned, JOHN O. MARSHALL, the did sign and deliver the fore-te and for the purposes therein stated. and official seal on this the
a since	day of	- 1972. Mees Meesse
•	(SEAL)" · MY COMMISSION EXPIRES:	Notary Public Ny Commission Depres New 21, 1975
i i i i i i i i i i i i i i i i i i i)	g (ama-lampa at a lagar a amala pama-ama-ama-ama-ay-an al-atte with the
for record and was a	in my office this /6 day of day of day of day of day of	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
Withe	sschily hand and seal of office, this	the 23 of January, 1973 W. A. SIMS, Clerk By Bloky ffreuel, D. C.
	(SEAL) MY COMMISSION EXPIRES:	Notary Public

STATE OF

COUNTY OF

800% 129 PAGE 586

WARRANTY DEED

NO. 147

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, LAURA MARSHALL and DESAREE TRAVIS, Grantors, do hereby convey and warrant unto MARY LEE MILLER, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 294.2 feet on the north side of a county public road, containing 2 acres, more or less, lying and being situated in the SW's SE's, Section 35, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the east fence line of the SWk SEk of said Section 35 and the north margin of a county public road, and run westerly along the north margin of said road for 627.3 feet to a point on an existing fence line that is the SW corner and the point of beginning of the property herein thence turn right an angle of 99 described: degrees 17 minutes and run along the existing fence for 300 feet to a point; thence turn right an angle, of 80 degrees 43 minutes and run parallel to said road for 294.2 feet to a point; thence turn right an angle of 99 degrees 17 minutes and run parallel to said fence for 300 feet to a point on the north margin of said road; thence turn right an angle of 80 degrees 43 minutes and run along the north margin of. said road for 294.2 feet to the point of beginning.

The Grantors herein, along with John O. Marshall and Joe Nathan Marshall, are the sole and only heirs at law of John Marshall, deceased, who died intestate in 1964.

WARRANTY of this conveyance is subject to the following exceptions:

- State of Mississippi, County of Madison ad valorem taxes for the year 1972.
- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded in Supervisors Minute Book AD at page 266, in the records of the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the 28 day of December, 1972.

Laura Marshall

Desarce Travis

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, LAURA MARSHALL and DESAREE TRAVIS, 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 day of December, 1972.

Notady Public

(SEAL)

mannana.

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

1. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 6 day of 1973 at 10:00 octock A.M., and was duly recorded on the 23 day of 900, 1973 Book No. 129 on Page 587 in my office.

Witness my hand and seal of office, this the 23 of W. Apsims, deter-

By Llady Spaces. D. C

,,,,,,

INDEXED

WARRANTY DEED

NO. 148

cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due that certain indebtedness due and owing by the Grantors herein unto Bridges Loan and Investment Company, Inc., which indebtedness is secured by a Deed of Trust dated September 24, 1971, which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Book 383 at Page 223, we, Jimmie M. James and Anne White James, being one and the same as Anne White, husband and wife, hereby sell, convey and warrant unto Irene Osborn Myers, the following described land and property situated in Madison County, Mississippi, to-wit:

Lot Forty-six (46), Ridgeland East, Part One (1), 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 at Canton, Mississippi, in Plat Book 5 at Page 30 , reference to which is hereby made in aid of and as a part of this description.

Excepted from the warranty hereof are (a) an easement 10 feet wide for utilities along the east side (b) restrictive covenants of record in Book 377 at Page 770 and (c) zoning ordinances of Madison County, Mississippi.

The Grantors herein transfer and assign unto the Grantee all escrow accounts for taxes and insurance now held by Bridges Loan and Investment Company, Inc., in connection with the above indebtedness and also transfers and assigns unto the Grantee herein all fire and extended coverage policies of insurance now in effect covering the above described property.

JZMMIE M. JAMES

ANNE WHITE JAMES

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Jimmie L. James and Anne White James, being one and the same as Anne White, husband and wife, who acknowledged before me that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this 12

Sauf Oleobeix

Hy Commission Expires:

a 3

No Commission Expired March CC, 1978

STATE OF MISSISSIPPI, County of Madison:

1, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this /c day of 1913, at 0.30 o'clock a.M., and was duly recorded on the 23 day of Jan., 1913, Book No. 129 on Page 589 in my office.

Witness my hand and soal of office, this the 23 of w. p. simis, cerk

By States My Manuel D. C.

800K 129 MEE 591

WARRANTY DEED

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

A tract of land containing fifteen (15) acres, more or less, in the North Half of the Southwest Quarter (N월 SW설) of Section 11, Township 8 North, Range 2 East, described as: From the point where the West right-of-way line of U. s Highway No. 51, intersects the North line of the North Half of the Southwest Quarter (NY SW4) of said Section 11 (being also the center line of said section) and from said point run thence Southwesterly along the right-of-way of said Highway No, 51^\prime a distance of 250 feet to the point of beginning of the tract hereby conveyed, said point being also the Southeast corner of a 7.5 acre tract conveyed by Marion Walker et ux. to Billie Trigg et ux. by deed dated January 15, 1958, and recorded in Book 70 at page 3, in the office of the Chancery Clerk of Madison County, Mississippi, and from said point of beginning . run thence Southwesterly along the West rightof-way line of said Highway No. 51 for a distance of 517 feet to a point; thence run due West to a point on the East line of the Illinois Central Railroad right-of-way; thence run Northeasterly along the said railroad right-of-way to the Southwest corner of the said Trigg tract; thence run due east on the South line of the Trigg tract and parallel to the center line of said Section 11 to the point of beginning.

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

1. State of Mississippi and County of Madison ad .valorem taxes for the year 1972.

在最初的4种类型的特别的

,150

200x 129 HE592

- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded in Supervisors Minute Book AD at page 266, in the records of the office of the Chancery Clerk of Madison County, Mississippi.
- 3. The reservation by George Harvey and Mrs. Patty
 Persons Harvey of an undivided one-half (1) interest in
 and to all oil, gas and other minerals lying in, on and under
 the subject property in that certain Warranty Deed dated
 October 16, 1945, and recorded in Book 31 at Page 150 in
 the records of the office of the aforesaid Clerk.
- 4. The reservation by James W. Leggett and Evie Leggett of an undivided one-quarter (%) interest in and to all oil, gas and other minerals lying in, on and under the subject property in that certain Warranty Deed which is dated October 24, 1949, and recorded in Book 44 at Page 362 in the records of the office of the aforesaid Clerk.

WITNESS MY SIGNATURE on this the 26 day of December.

(1) 1 nh 10 1 no

BOOK 129 MG 593

STATE OF MISSISSIPPI
COUNTY OF MANAGES

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, RALPH MILEY, 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 day of December, 1972.

SEAL!

MY COMMISSION EXPIRES:

Sept 1-1973

-STATE OF MISSISSIPPI, County	of Madison:	•	
J. W. A. Sins, Clerk of the	Chancery Cours of said Count	ty, certify that the within	instrument was filed
for record in my office this	16 day of January	1963, Book No.	OSOCLOCKI H MY
and was duly recorded on the		• •	,
Witness my hand and seal of	f office, this the 2.5 of) anual	4 198_7 rk
11, 11, 150, 25 11, 11, 150, 25	h. By	loder Spain	ell D. C.
`**A ₆ .	,		1

BOOK 129 04 GE 594

QUITCLAIM DEED

In consideration of Three Hundred Seventy and no/100 dollars (\$370.00), cash in hand paid to us by Arleaf Jones, the receipt of which is hereby acknowledged, we, Clotilde Semmes, David Semmes, Clovis Semmes, Lillian Semmes Perry, Margaret Semmes Allen, Robert Semmes, Clarence Semmes and Charles Semmes, being all of the heirs at law of Eugene Semmes, deceased, do hereby convey and quitclaim unto Arleaf Jones all of our right, title and interest in and to the following described property lying and being situated in Madison County, Mississippi, to-wit:

Beginning at the northeast corner of Lizzie B. and Nelda M. Smith's lot as located on July 24, 1926, on the south side of Dinkins Street, run south 60 feet to the northwest corner of lot hereby conveyed, thence run south 60 feet, thence run east 80 feet to the west line of A. Eldridge's lot as established on July 24, 1926, thence run north along the west line of A. Eldridge's lot 60 feet, thence run west 80 feet to the northwest corner of lot here conveyed. to the northwest corner of lot here conveyed.

Witness our signatures, this the 23 day of _ 1971.

> Clovis Semmes emmes Allen.

Charles Semmes

BOOK 129 PLGE 595

STATE OF HADDIANA COUNTY OF HOLDARD

`ett. 1" > {!-

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

Witness my signature and official seal this 2320

(SEAL)

My commission expires:

12-31-14

STATE OF Illinois COUNTY OF COOK

Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named David Semmes, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Witness my signature and official seal this 27 day of , 1971.

(SEAL)

My commission expires:

STATE OF IlliNois COUNTY OF <u>Cook</u>

Personally appeared before me, the undersigned authoritu in and for the above jurisdiction, the within named Clovis

BOOK 129 MEE 596

Semmes, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Witness my signature and official seal this 22 day of ")a / A.D., 1971.

Morather F. Gerry Notary Public My gommission expires:

STATE OF ZIIINDIS COUNTY OF COO.

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

Witness my signature and official seal this 2 day of 03;) u / A.D., 1971. Parather F. Perry

(SEAL)

My commission expires:

STATE OF Illinois COUNTY OF <u>Cook</u>

Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named Margaret Semmes Allen, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned:

Witness my signature and official seal this 2 day of

9.]) , 1971**.**

My cómmissión expires:

Justice of PEACE

1 |

STATE OF LOUARD

Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named Robert Semmes, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentions.

Witness my signature and official seal this day of

(SEAL)

My commission expires:

12/31/74

STATE OF Chouana

COUNTY OF Tapperance

Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named Clarence Semmes, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Witness my signature and official seal this that day of

Pintule, 1971

(SEAL)

My commission expires:

DIN DE 13. 1971

STATE OF NDIANA
COUNTY OF HOWARD

Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named Charles

BOOK 129 ME598

Semmes, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Witness my signature and official seal this

(SEAL)

My commission expires:

12/31/74

Herand Public

AFFIDAVIT

STATE OF INDIANA
COUNTY OF HOWARD

This day personally came and appeared before me, the undersigned authority in and for the above jurisdiction, CLOTILDE SEMMES, who being by me first duly sworn deposes and says that she is the widow of Eugene Semmes, Jr.; that Eugene Semmes, Jr. was married only one time; that the said Eugene Semmes, Jr. died on or about the 23rd day of 19/10, leaving no last will and testament; that the following named children are all of the children born to Eugene Semmes, Jr., to-wit:

- David Semmes, whose address is 1076 West 108th Street, Chicago, Illinois 60645;
- Clovis Semmes, whose address is 6647 South Woodlawn Street, Chicago, Illinois 60637;
- Lillian Semmes, who is now Lillian Semmes Perry, and whose address is 1957 South Constance Street, Chicago, Illinois;
- ^ Margaret Semmes, who is now Margaret Semmes Allen, and whose address is 40 West 78th Street, Chicago, Illinois;
- Robert Semmes, whose address is 2036 Chelan Street, Flint, Michigan;
 - Clarence Semmes, whose address is 1729 Wilson Street, Lafayette, Indiana 47905;
- Charles Semmes, whose address is 1124 North Bell Street, Kokoma, Indiana 46901; that all of said parties are adults under no disabilities; and that said children above named and the affiant are all

of the heirs at law of Eugene Semmes, Jr., deceased.

Clotilde Semmes

SWORN TO AND SUBSCRIBED before me, this the 27thday of

August , 1971.

(SEAL)

My commission expires: 3-29-75

By Slasys Spruce

D. C