QUITCLAIM DEED

NO." 830

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, M. E. RAGSDALE (ALSO KNOWN AS MACK RAGSDALE), do hereby convey and quitclaim unto my daughter JANET RAE RAGSDALE BARNETT a life estate in the hereinafter described land for and during the term of her natural life with the remainder therein to LULA MAE RAGSDALE, TRUSTEE, for the use and benefit of my minor granddaughters Laura Lee Barnett and Mary Melissa Barnett, share and share alike, subject to the terms and provisions hereof, and which land is situated in Madison County, Mississippi, and is described as:

PARCEL NO. 1:

The SW 1/4 of NW 1/4 of Section 34, Township 10 North, Range 3 East.

PARCEL NO. 2:

All that part of the W 1/2 of NE 1/4 lying west of a line drawn diagnolly from the northwest corner to the southeast corner of the W 1/2 of NE 1/4 of Section 34, Township 10 North, Range 3 East; and All that part of the E 1/2 of NW 1/4 and all that part of NW 1/4 of NW 1/4 lying south of the Canton and Camden Road of Section 34, Township 10 North, Range 3 East; LESS AND EXCEPT THEREFROM twenty (20) acres in the northeast corner thereof devised by W. E. Wallace to Anna Garrett and Leanna Ross.

The two parcels of land described herein above contain by estimation 166 acres, more or less.

The above described property is no part of grantor's homestead.

The trustee named herein above shall hold, manage, and control the remainder interest in the above described land and the income therefrom, all of which is herein referred to as trust property, IN TRUST, for the use and benefit of the said Laura Lee Barnett and Mary Melissa Barnett during their respective minority, and when and as each of said minors shall have attained her legal majority then the share of such minor in said trust property shall be transferred and/or distributed to said minor and the trust as to each such minor attaining her legal majority shall then terminate; in the event that either of said minors should die prior to attaining her legal majority, then the share of such deceased minor in the trust property shall go to the survivor of said

minors if she shall have then reached her majority, but otherwise said share shall be held in trust hereunder until such time as the survivor of said minors shall have reached her majority; in the event that neither of said minors shall attain their legal majority, then upon the death of the survivor of them the trust herein created shall terminate and the trust property shall pass and go to Lula Mae Ragsdale if she be then living, otherwise, to the parties lawfully entitled thereto.

The trustee is hereby authorized and empowered to use so much of the trust property as she deems desirable for the care and welfare of said minors or either of them, and said trustee is hereby vested with all statutory powers set forth in the "Uniform Trustee's Powers Act", or otherwise, in the management, control, use, and disposition of the trust property.

WITNESS my signature this 1st day of March, 1973.

M. E. Ragsdale (a/k/a Mack Ragsdale)

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named M. E. RAGSDALE (a/k/a Mack Ragsdale), 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 /S+ day of March, 1973.

Bouerse H. Stevenson

My commission expires:

STATE: OF MISSISSIPPI, County of Madison: .

for record in my office this 2 day of March, 1973, at 8.45 o'clock M., and was duly recorded on the 6 day of March, 1973 Book No. 130 on Page 100 in my office.

Witness my band and seal of office, this the 6 of March, 1973

the G of M. A/SIMS, Clerk

By Holes Spaces 9

. D. C

NO. 834

STATE OF MISSISSIPPI COUNTY OF MADISON BOOK 130 PAGE 102

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, KATHRYN J. KLAAS, do hereby convey and warrant unto LEROY J. KLAAS all of my right, title and interest in and to the following described parcel of land in Mississippi Memory Gardens, Inc., a cemetery situated in Madison County, Mississippi, to-wit:

Lot No. 148, Block No. B, Units No. 3 and 4, Section No. One in Garden of Devotion, containing two adult interment spaces, according to the maps and plats of said cemetery on file in the office of Mississippi Memory Gardens, Inc. and in the Chancery Clerk's office of Madison County, Mississippi.

This conveyance, and all the right, title and interest hereby conveyed in and to the parcel of land above described, is subject to all of the terms and conditions of that certain Deed for Interment Rights recorded in book 79 at page 415 of records in the office of the Chancery Clerk, Madison County, Mississippi.

Witness my signature, this March 2, 1973.

Kathryn J. Klass & Kli os

STATE OF MISSISSIPPI SCOUNTY OF MADISON

who acknowledged that she signed and delivered the above and forecoping instrument on the day and year therein mentioned, as and for the act and deed.

Witness my signature and official seal, this March 2, 1973.

| My commission expires: | Suries Sugar |
|--|--|
| August 18, 1975 | /Notary Public/ |
| The state of the same of the s | e to the many street, manufacture of them. A |

| STAT | S OF MISSISSIPPI, | County of Ma | dison: , ´ | | | | |
|--------|---------------------------|-----------------|------------------|------------------|------------------------|---------------------------------------|-------------|
| 11:2. | I, W. A. Simb, Cler | k of the Chance | ry Court of said | i County, certif | y that the within ir | istrument was f | iled |
| for r | ecord in my office | e this2e | lay of | arch. | , 19 <i>73</i> , at/0. | 30 o'clock A | м., |
| aid; | was duly recorded | d on the 6 | _day of//// | <u>uck_,</u> 192 | 3 Book No. 13 | O on Page 16 | <u> 7-2</u> |
| וח, תו | y office. Witness my hand | and seal of of | ffice, this the | 6 of m | Tarch | 1923 | |
| 3 | 20 01 03 | , , , | * | 111 | W. A SIMS, Clerk | · · · · · · · · · · · · · · · · · · · | _ |

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) NO. Dollars, cash in hand paid this day, and other good and valuable considerations, the receipt of all of which is hereby acknowed, I, WILLIE MEAD, a widow, do hereby sell, convey and warrant, subject to the reservation hereinsafter mentioned, unto JOHN HENRY BROWN, the following described property lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

Lot Nine (9) of Block "C" of Brames's Addition, being an Addition in in the SEt of Section 25, Township 7 North, Range 1 East, Madison County, Mississippi, according to a map or plat of which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Plat Book 3, at page 16 thereof, reference to which is hereby made in aid of this description, LESS AND EXECPT a 48 yard strip in width off the east end of this lot herein described as shown by deed dated March 22, 1963 and of record in Land Deed book 90, page 385, Chancery Clerks Office of Madison County, Mississippi.

LESS and EXCEPT three-fourths of all oil, gas and minerals in, on under and/undaer-the above described tract of land, together with the right of ingress and egress to explore for, mine or produce the same.

Grantor reserves unto herself a life estate in the above described property.

WITNESS MY SIGNATURE, this the 2nd day of Entrancy, 1973.

STATE OF MISSISSIPPI MADISON COUNTY

: Di ? . .

PERSONALLY appeared before the undersigned authority in and for said County and State the within named WILLIE MEAD, who acknowledged that she signed and delivered the foregoing inserument on the day and year therein mentioned as her act and deed.

GIVEN under my hand and official seal, this the 2 day of Maxel

1973 (C. Clark)

(SEAL)

MY COMMISSIGN EXPIRES: 1-1-76 Ry Ruly J. Series A.C.

STATE OF MISSISSIPPI, County of Madison:

1, W. A. Sins, Clerk of the Chancory Court of said County, certify that the within instrument was filed for record in my office this 2 day of Mach, 1913, at 10.50 o'clock 11 M., and was duly recorded on the day of Mach, 1913 Book No. 170 on Page 103 in my office.

Witness my hand and seal of office, this the got Mach, 1913

Dioleg Spreed, D.

NO. 836

WARRANTY DEED

(\$10.00), cash in hand paid us and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, GEORGIE L. COBB, a widow, do hereby convey and forever warrant unto WILLIAM W. DINKINS AND NINA S. DINKINS, husband and wife, 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:

Beginning at the Southeast corner of Lot No. 64 on the north side of East Peace Street in the City of Canton, according to the map of the City of Canton, Mississippi made by George and Dunlap in the year 1898, thence run north along the west line of an alley or street 200 feet to a stake, thence run west 154 feet to a stake, thence run south 200 feet to a point on the north line of said East Peace Street, and thence run east along the north line of East Peace Street 154 feet to the point of beginning, and being Lot no. 64 and part of Lot no. 62 on the north side of East Peace Street according to said map made by George and Dunlap, and being the Lot and homestead residence where H. B. Greaves, Jr., resided at the time of his death whether properly or specifically described herein or not.

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 1973 and subsequent years.
- 2. Any and all easements for utility lines over and across the above described property.

800H 130 PAGE 105

3. The City of Canton, Mississippi Zoning Ordinance

of 1958, as amended. 🐪 🕆

WITNESS MY SIGNATURE on the 26th day of February

1973.

Acorgie R. C Georgie I Cobb

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, GEORGIE L. COBB, who acknowledged to me that she did sign and deliver the foregoing instrument on the date and for the purposes therein set forth.

Notary Public

MY COMMISSION EXPIRES: :

april 25,1973

STATE-OF AMISSISCOPI, County of Madison:

| W. A. Sims, Clerk of the Chancery Court of said County, carrify that the within instrument was filed for record in my affice this 2 day of March, 1973, at 11:30 o'clock A.M.,

| Sims, Clerk of the Chancery Court of said County, carrify that the within instrument was filed to record in my affice this 2 day of March, 1973, at 11:30 o'clock A.M.,

| Sims, Clerk of the Chancery Court of said County, carrify that the within instrument was filed to record in my affice this 2 day of March, 1973, at 11:30 o'clock A.M.,

| Sims, Clerk of the Chancery Court of said County, carrify that the within instrument was filed to record in my affice this 2 day of March, 1973, at 11:30 o'clock A.M.,

| Sims, Clerk of the Chancery Court of said County, carrify that the within instrument was filed to record in my affice this 2 day of March, 1973, at 11:30 o'clock A.M.,

| Sims, Clerk of the Chancery Court of said County, carrify that the within instrument was filed to record in my affice this 2 day of March, 1973, at 11:30 o'clock A.M.,

| Sims, Clerk of the Chancery Court of said County, carrify that the within instrument was filed to record in my affice this 2 day of March, 1973, at 11:30 o'clock A.M.,

| Sims, Clerk of the Chancery Court of said County, carrify that the within instrument was filed to record in my affice this 2 day of March, 1973, at 11:30 o'clock A.M.,

| W. A. Sims, Clerk of the Chancery Court of said County, carrify that the within instrument was filed to record in my affice this 2 day of March, 1973, at 11:30 o'clock A.M.,

| W. A. Sims, Clerk of the Chancery Court of said County, carrify that the within instrument was filed to record of the county of

QUITCLAIM IEED

IN CONSIDERATION OF THE SUM OF SEVENTY-FIVE DOLLARS (\$75.00), the receipt of which is hereby acknowledged, I do hereby quitclaim unto GIENN E. MASON all my interest in the following described property, situated in Madison County, Mississippi, to-wit:

All that part of the SE% SW% of Section 33, Township 11 North, Range 3 East lying south of the Gray Center Public Road as now located and being a triangle with a width of 25 feet, more or less, on the West end, and containing one-fourth acre (0.25 acre), more or less.

WITNESS MY SIGNATURE, this the Lat day of March, 1973.

Ellis Lindsey

STATE OF MISSISSIPPI COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named
ELLIS LINDSEY who acknowledged that he signed and delivered the above
and foregoing instrument on the day and year therein named as his free and
voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the Lat day of March,

Mysleen C. Baucheresquie

My Commission Expires:

11-22-73

STATE OF WISSISSIPH, County of Madison:

1. W. W. Sins, Clerk of the Chancery Court of said County, certify that the within instrument was filed of victory in my office this 2 day of march, 1913, at 1:45 o'clock. M., tid it is duly recorded on the day of march, 1925, Book No. 130 on Page 106.

Withoss my hand and seal of office, this the of W. A. SIMS, Cledy W. A. SIMS, Cledy

By Sandra M. Rashery, D. C.

NO. 842

STATE OF MISSISSIPPI COUNTY OF MADISON

WARRANTY DEED

In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantees, and for the further consideration of the payment by grantees of an indebtedness which is evidenced by a deed of trust of even date herewith in the sum of \$34,000.00 payable in four equal annual installments, the last being due March 1, 1976, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, ROBERT HULON CLARK and wife NINA MYRICK CLARK, do hereby convey and warrant unto GERALD R. McALPIN and wife LENA EVANS McALPIN as tenants by the entirety with the right of survivorship and not as tenants in common, the following described property lying and being situated in the County of Madison and State of Mississippi, to-wit:

Beginning at a point where the north right of way line of Mississippi Highway #43 intersects the west line of that certain lot conveyed to P. H. Hawkins and Nelson Cauthen by deed dated October 28, 1959, recorded in book 75 at page 298 of the deed records of Madison County, Mississippi, and from said point of beginning run thence north 32° 57 east along the west line of said Hawkins-Cauthen lot and extension thereof a distance of 208.75 feet, thence northwesterly, parallel with said Highway right of way, a distance of 417.50 feet, thence southwesterly 208.75 feet to a point on said Highway right of way which is 417.50 feet from the point of beginning, thence southeasterly along said right of way 417.50 feet to the point of beginning; containing 2.0 acres, more or less, situated in the SW\$ SW\$ of Section 15, Township 8 North, Range 3 East; and being the same property conveyed to Frank E. Pippin, et ux, by deed from W. T. Kernop, et ux, dated January 29, 1966 and recorded in book 100 at page 392 of said records; LESS AND EXCEPT fifty (50) feet evenly off the east end thereof as conveyed to W. T. Kernop by deed dated January 10, 1968, recorded in book 110 at page 244 of said records; and LESS AND EXCEPT an undivided three-fourths (3/4) interest in and to all oil, gas and other minerals in, on and under said land.

ALSO, a right of way and easement on, over and across the fifty (50) foot strip hereinabove excepted, as was reserved by the aforesaid deed to W. T. Kernop dated January 10, 1968 and recorded in book 110 at page 244.

Taxes for the year 1973 to County and State shall be prorated and paid one-sixth by the grantors and five-sixths by the grantees.

This conveyance is made subject to the Zoning Ordinance and

Subdivision Regulations of Madison County, Mississippi, as adopted by the Board of Supervisors of said county at the April 1964 term, and recorded in Minute Book A-D at pages 266 through 287, as amended, under which the captioned property is presently zoned for "B-Business Use."

Subject to the provisions of the deeds executed by T. V. Smith, et ux, to the State Highway Commission of Mississippi, dated May 18, 1954 and recorded in book 58 at pages 404 and 406, providing that no signs, billboards or other advertising devices shall be erected within 150 feet of the centerline of Mississippi State Highway #43.

Witness our signatures, this March 1, 1973.

Balist Hulder Clerk
Robert Hulon Clark

Ting Mynck Clark

Nina Myrick/Clark

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named ROBERT HULON CIARK and wife NINA MYRICK CIARK, who acknowledged that they sixted 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 first day

of March 1973.

My domnission expires: August 18, 1975 Susie Sums Notary Public

| STATE OF MISSISSIPPI, County of M | ladison: | | |
|--|----------------------------|-----------------------------|--------------------|
| . J. W. A. Sims, Clerk of the Chang | cery Court of said County, | certify that the within in: | strument was filed |
| for record in my office this 5 th | day of march | , 19 <u>/3</u> ., at Xi2 | Sociock A., |
| and was duly recorded on the | day of March_, | 1923 Book No. 230 | on Page 10/ |
| in the office. Witness my hand and seal of | office, this the 6 of 2 | Narch | . 19 <i>23 ·</i> |
| | 80 | Les Sprucel | |
| | By Alex | dep represel | , D. C. |

INDEXEN

WARRANTY DEED

IN CONSIDERATION OF the sum of Ten (\$10.00) Dollars cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, WILLIAM BOYD, do hereby convey and warrant unto PETER FLAX and FANNIE FLAX, husband and wife, with right of survivorship and not as tenants in common the following described land and property situated in Madison County, Mississippi, to-wit:

One (1) acre located in the E½ of the NW½ of Section 26, Township 11 north, range 4 east and more particularly described as follows: Beginning at the southwest corner of the said E½ of the NW½ of said Section 26 and running thence North 10.70 chains; thence east 6.08 chains; thence north 14.92 chains to a stake which is the point of beginning for the lot herein described. Thence around said one (1) acre as follows: North 3.16 chains; thence west 3.16 chains, thence south 3.16 chains and thence east 3.16 chains to the point of beginning and containing one (1) acre more or less.

Grantor agrees to pay the 1972 ad valorem taxes.

The above land is no part of grantor's homestead.
WITNESS MY SIGNATURE, this the 17th day of July, 1972.

William BOYD

STATE OF MISSISSIPPI

MADISON COUNTY

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

GIVEN UNDER MY HAND and official seal, this the 17 day of

HY. COMMISSION EXPIRES: 1-1-76

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 March, 1913 at 8:30 o'clock M., and was duly recorded on the 6 day of March, 1913 Book No. 13 o on Page 109 in my office.

Witness my Grand and seal of office, this the 6 of 27 or W. SEMS, Clerk

By Plady Spreed

WARRANTY DEED

INDEXED

(\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED, a Mississippi corporation, acting by and through its duly and legally authorized officer, Samuel J. Nicholas, Jr., Executive Director, does hereby sell, convey and warrant unto Perry Holiday and Lee Bertha Kennedy, as joint tenants with full rights of survivorship, and not as tenants in common, the following described land and property situated in the County of Madison State of Mississippi, to-wit:

Lot Fifty Five (55), Presidential Heights, Part 2, a Subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which map or plat is hereby made in aid of and as a part of this description.

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

It is agreed and understood that the taxes for the current year have been prorated as of this date and the Grantee Assumes and agrees to pay all taxes for the year 1973 and subsequent years.

WITNESS THE SIGNATURE OF MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED by its duly authorized officer, this the 9th day of February 1973.

MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED

Semicl J. Nichplas, Jr.

Executive Director

· ·

Page One of Tuo Pages

STATE OF MISSISSIPPI BOOK 130 PAGE 111

COUNTY OF

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named SAMUEL J. NICHOLAS, JR. of the above named MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED, a corporation, who scknowledged to me that for and on behalf of said corporation he signed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 9th day 19 73 February

My Commission Expires: By Commission Expires Jan. 27, 1978,

STATE OF MISSIPPL County of Madison: I. W. A. Sints. Clark of the Chancery Court of said County, certify that the within instrument was filed , 1973, at 9:25 o'clock .M., for record in my office this I day of March day of mars, 1973, Book No. 130 on Page 110 and was doly recorded on the la___ in my office. Witness my hand and seal of office, this the legot of march W. A. SIMS, Clerk

STATE OF MISSISSIPPI . BEOR 130 COUNTY OF MADISON

WARRANTY DEED

In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantees, the love and affection I have for my sons, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, FRANCES W. HAYES, do hereby convey and warrant unto LEVERETTE HAYES, EDWARD HAYES and STEPHEN HAYES, as joint tenants with the right of survivorship and not as tenants in common, an undivided 36/540 interest in and to the following described lands lying and being situated in the County of Madison, State of Mississippi, to-wit:

SW\(\frac{1}{2}\) SW\(\frac{1}{2}\) less 10 acres on the north end thereof, Section 2, SE\(\frac{1}{2}\) SE\(\frac{1}{2}\) less 10 acres on the north end thereof, and E\(\frac{1}{2}\) SW\(\frac{1}{2}\), and W\(\frac{1}{2}\) Section 3; E\(\frac{1}{2}\) SE\(\frac{1}{2}\) Section 4, E\(\frac{1}{2}\) NE\(\frac{1}{2}\) Section 10; and W\(\frac{1}{2}\) NW\(\frac{1}{2}\) Section 11; all in Township 8 North, Range 3 East.

Witness my signature, this the fifth day of February 1973.

Frances W. Har Frances W. Hayes

STATE OF MISSISSIPPI COUNTY OF MADISON

February 1973.

commission expires: Chagnet 18, 1975

STATE DE MUSSISSIPPI, County of Madison:

F.W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my foffice this 5 _day of March ____, 19<u>23</u>, at<u>/0:20</u> o'clock <u>a.</u>M., and was duly recorded on the 6 day of March, 1973 Book No. 130 on Page 1/2

Witness my fixed and seal of office, this the of March W. A. SIMS, C

By Lander M. Rabbung D. C.

February 15, 1973

Board of Supervisors Madison County Canton, Mississippi 39046

Pearl River Valley Water Supply District Post Office Box 12128 Jackson, Mississippi 39211

Gontlemen:

On occasions during the past several weeks, we have been approached by representatives of Pearl River Valley Water Supply District and members of the Board of Supervisors of Madison County, Mississippi, in regard to acquisition of right-of-way from our property along Old Canton Road and Rice Road in Section 28, Township 7 North, Range 2 East, Madison County, Mississippi, for the purpose of proposed four-laning of these two roads. We have stated to you that while we were anxious to cooperate in every way possible with both groups, the acquisition of this right-of-way presented a number of serious problems.

The entire property has been laid out and planned by Worfman & Mann in great detail. However, the most difficult problem presented was the fact that our 109-lot subdivision was in the final stages of development with water and sewer lines in place, streets laid out and graded, lots laid out and staked and with preliminary plat approval having been obtained from the Commissioner of Planning and Development of Madison County.

Nevertheless, in an effort to cooperate and at the suggestion of Mr. Harris, we agreed to permit Mr. W.W. Keeler, representing the engineering firm for the Board of Supervisors, to attempt to revise our plat in such manner that the marketability and market price for the 7 residential lots along Old Canton Road would not be impaired. Accordingly, Mr. Keeler has now made such revision and he has advised us that the marketability and market price of the said lots will not be impaired in any manner.

Board of Supervisors of Madison County Pearl River Valley Water Supply District February 15, 1973 Page Two

In view of the conclusion and recommendation of Mr. Keeler and of our desire to cooperate for the improvement of this area in Madison County, we are willing to enter into an agreement with you for the reservation of the requested right-of-way and easements on the terms and conditions set forth herein.

In consideration of the mutual covenants and subject to the terms and conditions set forth hereinbelow, we hereby agree to reserve for a period of five (5) years from this date land for right-of-way along Old Canton Road 15 feet in width easterly from our present western property line as shown on drawing and plans for State Aid Project S-0516(1)B for Old Madison and Canton Road of record in the office of the Chancery Clerk of Madison County, Mississippi, from the southwest corner of our property northerly to Station 76+00, tapering to 5 feet in width at Station 83+00 on said plans; and in addition, we agree to an easement 10 feet in width adjacent to and immediately east of the above described right-of-way, which shall be cancelled or reconveyed on the petition of the undersigned if the said easement is not used for the proposed road within 5 years.

Furthermore, for the same consideration, we agree to reserve for a period of 5 years from this date, land for right-of-way along Rice Road 10 feet in width souther-ly from our present northern boundary line as established on Pearl River Valley Water Supply District Drawing No. 564-VI-G-2 dated May 19, 1960; and, in addition, we agree to an easement along Rice Road 10 feet in width adjacent to and immediately south of the above described right-of-way, which shall be cancelled or reconveyed on the petition of the undersigned if the said easement is not used for the proposed road within 5 years.

Should the rights-of-way and easements hereinbefore described be required for the proposed roads within the terms hereinbefore set out, then the undersigned agree to make the proper conveyances of the rights-of-way and

Board of Supervisors of Madison County Pearl River Valley Water Supply District February 15, 1973 Page Three

easements subject to the terms and conditions set out herein.

Our agreement to reserve the said rights-ofway and easements aforesaid is expressly conditioned upon and subject to the following terms and conditions:

- 1. That where the Board of Supervisors and/or Pearl River Water Supply District does not have jurisdiction or control of any one or more of the matters hereinbelow (as e.g., in the case of New Charity Church Road), that such entity shall cooperate in attainment or accomplishment of the matters herein and where jurisdiction, authority or control is subsequently acquired that the same shall be exercised in accordance with the terms and conditions expressed herein.
- 2. That we be permitted by the applicable governmental agency or entity to have median crossings across Rice Road specifically at a point approximately 2136 feet east of the northwest corner of our property; across Old Canton Road at the point where Ridgeway Drive intersects Old Canton Road as shown on preliminary plat of Crestview Subdivision prepared by Lester Engineering Company and on file with the Commissioner of Planning and development of Madison County, Mississippi; across New Charity Church Road at the point where Crestview Drive intersects New Charity Church Road as shown on said preliminary plat of Crestview Subdivision; and at such other points on Rice Road, Old Canton Road and New Charity Church Road as may reasonably be necessary to the proper and orderly development of our property, and which do not violate generally acceptable and

Board of Supervisors of Madison County Pearl River Valley Water Supply District February 15, 1973 Page Four

> recognized standards for traffic control and safety.

- 3. That we be permitted to have unlimited access onto Rice Road, Old Canton Road, and New Charity Church Road, with the exception of 28 feet at the northwest and southwest corners of our said property.
- 4. That in the event only two lanes of the proposed four lanes on either Rice Road or Old Canton Road is constructed initially, then the two lanes adjacent to our property would be constructed first.
- 5. During the period or periods of construction on Rice Road, Old Canton Road and. New Charity Church Road that we, at all times, be provided reasonable means of access to our property for the purpose of carrying on construction thereon.
- fore the Board of Supervisors of Madison County, Mississippi, for rezoning be approved by the Planning Commission of Madison County, except that the Board of Supervisors shall not approve the rezoning to multi-family of any of the acreage included in the said petition which is presently zoned "C" Commercial or "P" Planned Commercial.
- 7. That the right-of-way and easements described herein shall be donated only in the event all other adjacent affected property owners along Old Canton Road and Rice Road similarly donate their respective lands, but in the event any such property owner is compensated, then we shall, likewise, be entitled to compensation.

Board of Supervisors of Madison County Pearl River Valley Water Supply District February 15, 1973 Page Five -

- That this letter and the conditions set forth herein be spread upon the Minutes of the Pearl River Valley Water Supply
 District and the Board of Supervisors of
 Madison County and that these two entities expressly acknowledge approval of and agreement with these conditions.
- That the covenants herein shall run with the land and shall bind the Pearl River Valley Water Supply District, the Board of Supervisors of Madison County, and the undersigned together with all of their respective heirs, successors, assigns, subsequent owners, encumbrances, and tenants of the premises.
- That this instrument be recorded in the 10. land records in the office of the Chancery Clerk of Madison County, Mississippi.

R.

Charles R. Davis

Accepted and Approved This the _____ day of March,1973:

PEARL RIVER VALLEY WATER SUPPLY DISTRICT

By: Ren Lungs Ben Lampton, President Accepted and Approved This the _____day of March, 1973:

BOARD OF SUPERVISORS OF 'MADISON COUNTY, MISSISSIPPI

B. Mansell.

President.

BOUN 130 PAGE 118

Board of Supervisors of Madison County Pearl River Valley Water Supply District February 15, 1973 Page Six

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JAMES E. WARWICK, JOHN H. PRICE, JR., ALEX A. ALS.ON, C... and CHARLES &. DAVIS, who acknowledged that they signed, executed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal of office courty on this the 15th day of February, 1973.

> Carell Carell ≖ अ**⊈**∙ July 3 Notary Public

My Commission Expires: My Commission Expires hine 15, 1975

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me, the Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named BEN LAMPTON, who acknowledged to me that he is President of PEARL RIVER VALLEY WATER SUPPLY DISTRICT and that for and on behalf of said District 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 by said District.

Given under my hand and official seal of office on this the and day of March, 1973.

Mane V. Jowle

My Commission Expires:

Washing a Billing

Board of Supervisors of Madison County Pearl River Valley Water Supply District February 15, 1973 Page Seven

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named A. B. MANSELL, JR., who acknow-ledged to me that he is President of the BOARD OF SUPER-VISORS OF MADISON COUNTY, MISSISSIPPI, and that for and on behalf of said Board 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 by said Board.

Given under my hand and official seal of office on this the 54 day of March, 1973.

My Commission Expires:

by V. R. Bryder De

STATE OF MISSISSIPPI. County of Madison:

I. W. A. Sime Chancery Court of said County, certify that the within instrument was filed for record in my office this 5 day of Mach., 1973, at /0:/5 o'clock A.M., and was duty recorded on the 6 day of Mach., 19 13 Book No./30 on Page //3 in my officest my hand affects of office, this the 6 of Mach., 1923

W. A. SIMS, Clerk

By Dandia M.

CIDEXED

BOOK 130 PEGE 120

March 2, 1973 '

Pearl River Valley Water Supply District Post Office Box 12128 Jackson, Mississippi 39211

Gentlemen:

You have requested from me a right-of-way and easement over the northernmost part of the property which I own, and also my consent to a right-of-way and easement over adjacent property on which I hold an option to purchase, all of said property being located in Section 28, Township 7 North, Range 2 East, Madison County, Mississippi, which property is on the south side of and contiguous to Rice Road. Your stated purpose for seeking to acquire such right-of-way and easement is for the purpose of four-laning said Rice Road.

I am of the opinion that such four-laning of Rice Road would be desirable from my standpoint as an adjacent property owner.

Therefore, in consideration of the mutual covenants and subject to the terms and conditions set forth hereinbelow, I hereby agree to reserve for a period of five years from this date, land for a right-of-way along Rice Road ten feet in width southerly from my present northern boundary line as established on Pearl River Valley Water Supply District Drawing No. 564-VI-G-2 dated May 19, 1950; and, in addition, I agree to an easement along Rice Road ten feet in width adjacent to and immediately south of the above described right-of-way, which shall be cancelled or reconveyed on the petition of the undersigned if said easement is not used for the proposed four-laning of said Rice Road within five years. It is understood, of course, I cannot and do not intend hereby to agree to a right-of-way or easement over the aforesaid property on which I hold an option until such time as I may acquire title to the same.

85,0

Board of Supervisors of Madison County Pearl River Valley Water Supply District March 2, 1973 Page Two

Should the right-of-way and easement hereinbefore described be required for the proposed road within the terms hereinbefore set out, then the undersigned agrees to make the proper conveyances of the right-of-way and easement over the property which he now owns or may hereafter own when and if he exercises the above mentioned option, subject to the terms and conditions set out herein.

My agreement to reserve the said right-of-way and easement aforesaid is expressly conditioned upon and subject to the following terms and conditions:

- 1. That where the Board of Supervisors and/or Pearl River Valley Water Supply District does not have jurisdiction or control of any one or more of the matters hereinbelow (as e.g., in the case of New Charity Church Road), that such entity shall cooperate in attainment or accomplishment of the matters herein and where jurisdiction, authority or control is subsequently acquired that the same shall be exercised in accordance with the terms and conditions expressed herein.
- 2. That I be permitted by the applicable governmental agency or entity to have median crossings across Rice Road specifically at a point approximately 337 feet west of the northeast corner of my property, and at such other points on Rice Road and New Charity Church Road as may reasonably be necessary to the proper and orderly development of my property, and which do not violate generally acceptable and recognized standards for traffic control and safety.
- 3. That I be permitted to have unlimited access onto Rice Road and New Charity Church Road.
- 4. That in the event only two lanes of the proposed four lanes on Rice Road are constructed initially, then the two laned adjacent to my property would be constructed first.

Board of Supervisors of Madison County Pearl River Valley Water Supply District March 2, 1973 Page Three

- 5. During the period or periods of construction on Rice Road and New Charity Church Road that I, at all times, be provided reasonable means of access to my property for the purpose of carrying on construction thereon.
- That the right-of-way and easement described herein shall be donated only in the event all other adjacent affected property owners along Rice Road similarly donate their respective lands, but in the event any such property owner is compensated, then I shall, likewise, be entitled to compensation.
- That this letter and the conditions set forth herein be spread upon the Minutes of the Pearl River Valley Water Supply District and the Board of Supervisors of Madison County and that these two entities expressly acknowledge approval of and agreement with these conditions.
- That the covenants herein shall run with the land and shall bind the Pearl River Valley Water Supply District, the Board of Supervisors of Madison County, and the undersigned together with all of their respective heirs, successors, assigns, subsequent owners, encumbrances, and tenants of the premises.
- That this instrument be recorded in the land records in the office of the Chancery Clerk of Madison County, Mississippi.

Charles Moschella

Accepted and Approved This the 5th day of March, 1973:

Accepted and Approved This the 5 day of March, 1973:

PEARL RIVER VALLEY WATER

SUPPLY DISTRICT

BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI

Board of Supervisors of Madison County Pearl River Valley Water Supply District March 2, 1973 Page Four

STATE OF MISSISSIPPI (COUNTY OF HARRISON)

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

Given under my hand and official seal of office on this the 300 day of March, 1973

Puise Sans
Notary Public

My commission expires:

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named BEN LAMPTON, who acknowledged to me that he is President of PEARL RIVER VALLEY WATER SUPPLY DISTRICT and that for and on behalf of said District 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 by said District.

Given under my hand and official seal of office on this the 5 pd day of March, 1973.

Notary Public

My commission expires:

My Commission Expires June 15, 1975

Board of Supervisors of Madison County Pearl River Valley Water Supply District March 2, 1973 Page Five

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named A. B. MANSELL, JR., who acknowledged to me that he is President of the BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI, and that for and on behalf of said Board 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 by said Board.

Given under my hand and official seal of office on this the 5th day of March, 1973.

My commission expires:

ev. a. Sings, Chan Clerk Notary Public Ley V. R. Suyder De.

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

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

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

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

II, W. A. Sims, Clerk of the Chancery County o

Book 130 page 125

WARRANTY DEED

(\$10.00) DOLLARS, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, THE R. H. GREEN FOUNDATION, a corporation, acting by and through its duly authorized officers, does hereby sell, convey and warrant unto WILLIE ADAMS and wife, ANNIE BELLE ADAMS, 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, Mississippi, being more particularly described as follows, to-wit:

Twenty (20) acres off of the West End of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section 32, Township 8, Range I East, Madison County, Mississippi.

Witness the signature of The R. H. Green Foundation acting by

THE R. H. GREEN FOUNDATION

BY Ware President

TTEST

Secretary, STATE OF MISSISSIPPI COUNTY OF HINDS:::::

Personally came and appeared before me, the undersigned authorized so to do.

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

march 19 73

NOTARY PUBLIC

My commission expires:

STATE OF MISSISSIPPI County of Madison:

For record in my office this be day of March, 1973 at 9:00 o'clock AM., and was duly recorded on the 13 day of March, 1973 Book No. 130 on Page 125 in my office.

Witness my Hand and seal of office, this the 13 of Marc

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W. A. Sinds, Clerk

., D. C

Form CCC-95A (Rev. 6/15/72)

County Herald

BOOK TRUSTEE'S DEED

-862

WHEREAS, The United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, is the owner and holder of the following real estate deed(s) of trust, securing an indebtedness therein mentioned, and covering certain real estate hereinafter deed(s) of trust being duly recorded in the office of the Chancery Clerk in and for said County and State: described located in_

| GRANTOR(S) | DATE EXECUTED | | BOOK | PAGE * |
|------------------------|---------------|---|------|--------|
| Cornelious Johnson and | 6/23/69 | • | 369 | 418 |

And default having been made in the payment of said indebtedness;

The said Trustee caused a due notice to be published in the Madison ty Herald , a newspaper published in the City of

And the United States of America, as Beneficiary, having authorized astructed the <u>Substitute</u> Trustee to foreclose said deed(s) and instructed the <u>Substitute</u> Trustee to foreclose said deed(s) of trust by advertisement and sale at public auction as required by law;

| Canton , said County and State, and on February 1 19 73, posted a like notice on the bulletin board of the County Courthouse | |
|--|----|
| 19 73 , posted a like notice on the bulletin board of the County Courthouse | _ |
| in Canton , Mississippi, that certain lands hereinafter | |
| described would on February 28 , 1973 , be sold at public auction | n |
| at the front door of said Courthouse to the highest bidder for cash by virtu | 8 |
| of the authority vested in the said Trustee by said deed(s) of trust; which | |
| said notice was published in said newspaper in the issues of February 1 | , |
| February 8 , February 15 and February 22 , | |
| 19 <u>73</u> . | |
| • | |
| And said lands having been by said Trustee on February 23, | |
| 19 73 , at eleven o'clock A.M., in the manner prescribed in and by said | |
| deed(s) of trust, and in accordance with the laws of the State of Mississipp | 1, |
| and at the place aforesaid in pursuance of said notice, offered for sale at | |
| public auction to the highest bidder for cash, and United States of America | 8 |
| , having been the highest bidder therefor and having | |
| bid the sum of Ten Thousand. Two Hundred and no/100 Dollars | |
| (\$ 10,200.00), the said <u>United States of America</u> | |
| was duly declared the purchaser thereof. | |
| | |
| NOW, THEREFORE, in consideration of the sum so bid, I, Douglas R. | |
| Shumaker , as Substitute. Trustee, do hereby convey and | |
| sell to the said <u>United States of America</u> , the following described | |
| land situated in <u>Madison</u> County, Mississippi, to-vit: | |
| | ٠ |

Lot Nine (9), Block "F", Magnolia Heights, Part 2, a subdivision of Madison County, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at Page 5 thereof, reference to which is hereby made in aid

of and as a part of this description.

SUBJECT TO:

- 1. Reservation of all oil, gas and other minerals in, on and under the described property.
- Easement for sewer lines as set forth on the aforesaid Plat of Magnolia Heights subdivision.
- Right-of-way to Mississippi Power and Light Company for construction,

Page 2 (Form OGC-95A) (Rev. 6/15/72)

BOOK 130 PAGE 127

operation and maintenance of electric circuit, dated January 2, 1950, and recorded in Book 46 at Page 169.

- 4. Terms and conditions contained in that certain deed recorded in Book 45 at Page 348, and corrected deed recorded in Book 46 at Pages 114 and 115.
- 5. Right-of-way and easement to Southern Bell Telephone and Telegraph Company as shown by instrument dated October 31, 1966, and recorded in Book 104 at Page 79.
- 6. Lien of Persimmon-Burnt Corn Water Management District, being a Chancery Clerk's Decree filed March 26, 1962, and recorded in Minute Book 37 at Page 524 of the Chancery Court of Madison County, Mississippi.
- 7. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, recorded in Supervisor's Minute Book A-D at Page 266.

being the same property described in said deed(s) of trust and the same property sold and purchased at said sale.

| : <u>:</u> | IN WITNESS WHEREA | or, I have caused day of | these presents to be | e signed the |
|------------|---|-----------------------------|---|---|
| , <u> </u> | | , | Lough f. Supstitute | She las ! |
| • . | · · | | premises by ins August 22 | 19 72 |
| ## | • | | and recorded ir Page 399 of the aforesai | , of the records d County and State. |
| ٠, | | , ACKNOWLEDOMENT | • | |
| | CATE OF MISSISSIPPI DUNTY OF MADISON Personally appears |) ss; | frad L | ert a |
| ac | id, Notary Public id, Nouglas R. Shu knowledged that he sig the day and year then | meker gned and delivered | nd for the County a Substitute the foregoing Trus | |
| | Given under my har | nd this 23rd | day of February | 30 - 20 - 20 - 20 - 20 - 20 - 20 - 20 - |
| (3 | EAL) | | Signature | Steek |
| . Ny | Johnission Expires: | | Totary (Tiple) | |
| iecord in | AISSISSIPPI, County of M | ery Court of said Cou | Cl, 19 <u>73</u> : | at 9:00 o'clock A A |

in my office

40 44 44

Witness my hand and seal of office, this the 13 of mare

., D. C

| AFFIDAVITS OF FORECLOSURE PROCEEDINGS | , , | |
|--|--|-----|
| | NO. 86 | ? |
| State of Mississippi).)SS: | INDEXED | υ · |
| County of Medual | • | |
| Personally appeared before me, the undersigned sy | thority in | |
| and for the aforesaid County and State. / Lea De | edemen. | • |
| publisher of the Medican a Kurld | a newspaper | |
| published in the City of (1. L.) | in said County | |
| and State, who on oath deposes and says that the | publication, | , |
| of which the annexed slip is a true copy, was pub newspaper for 4 consecutive weeks, to-wit: | lished in said | |
| (() | in . 1/1 1002 | • |
| | dated 41, 1973 | |
| | dated 1/1 8 1993 | |
| | dated 16/1/1973 . | |
| In Vol | dated 3.1 2.2, 1923 | |
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| Publ | isher of r.c. | |
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| Subscribed and sworn to before me this | day of | |
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| My Commission Expires 165629 1913 | A Charles | |
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| State, of Mississippi)cc. | | |
| State, of Mississippi)SS: | | |
| , | • | • |
| Douglas R. Shumaker being first | duly sworn on oath . | |
| deposes and says that he is the County Supervisor County Office of the Farmers Home Administration, | in the Madison | |
| Department of Agriculture; that on the <u>lst</u> day | oniced states | |
| 19 73 as Substitute Trustee, he poste | | |
| Notice annexed to the foregoing Publisher's Affide | wit on the | |
| bulletin board of the County Courthouse in Mad | ison | |
| Mississippi. | $\Omega \Omega \Lambda$ | |
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| Vande of | Kinekas | |
| * * * * * * * * * * * * * * * * * * * | | |
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| Subscribed and sworn to before me this 2 day of | E GEOR | |
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| 1 1 1 20 1074 | Comments and | , |
| Jept 27/1/2 | | |
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17

Form OCC-96A (Rev. 6/15/72) NOTICE OF SALE WHEREAS, the United States America, acting by and ough the Farmers Home United States Administration. Department of Agriculture, is the owner and holder of the fol-lowing real estate deed of trust, securing an indebtedness there-in mentioned and covering cer-tain real estate hereinafter des-eribed located in Madison County. Mississippi, said deed of trust being duly recorded in the office of the Chancery Clerk in and for said County and State GRANTORS Cornelious Johnson and Rachel M. Johnson DATE EXECUTED 6/21/69, TRUST DEED BOOK 369 6/23/69, **PAGE 418** WHEREAS, default has curred in the payment of the indebtedness secured by said deed of trust, and the United States of America, as Beneficiary, has au-thorized and instructed me as Substitute Trustee, to foreclose said deed of trust by advertisement and sale at public auction in accordance with the statutes made and provided therefor. THEREFORE, notice is hereby given that pursuant to the r of sale contained in said deed of trust and in accordance with the statutes made and prosided therefor, the said deed of trust will be foreclosed and the property covered thereby and hereinafter described will be sold at public auction to the highest bidder for cash at the front door of the county courthouse in the town of Canton, Mississippi, in the aforesaid County at eleven of clock A. M., on the 21rd day of February 1973, to satisfy the interference of the total county and the total county of the total debtedness now due under and secured by said deed of truit. The premises to be sold are described as:

Lot Nine (9), Block "F",
Magnolia Heights, Part 2, a subdivision of Madison County, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery in the Office of the Chancery Cl-fk of Madison County, Missis-sipps in Plat Book 5 at Page 5 thereof, reference to which is hereby made in aid of and as a part of this description. SUBJECT TO 1. Reservation of all oil, gas

and other minerals in, on and under the described property.

· 2 Easement for sewer lines as set forth on the aforesaid Plat

of Magnolia Heights subdivision. 2. Right-of way to Mississip-pi Power and Light Company for

construction, operation and main-tenance of electric circuit, dated

) .SS: State of Hississippi County of Madison Sparie Wat , being first duly Douglas R. Shumaker sworn on oath, dcposes and says that he is the Madison County Supervisor for the Farmers Home Administration, United States Department of Agriculture; that as Substitute
Trustee, he was authorized and instructed by the Beneficiary to foreclose certain deed(s) of trust by advertisement and sale; that he acted as auctioneer for the sale of the promises described in the notice annexed to the foregoing Publisher's Affidavit and that pursuant to such Notice of Sale, he sold said premises at public auction at the place and at the time of sale mentioned therein, to-wit: At the hour of eleven o'clock A.M., on the 23rd day of February 19 73, at the front door of the County Courthouse in the aforesaid County where said prerises are situated; and that said premises were then and there purchased by United States of America for the sum of \$ 10,200,00 said purchaser being the highest bidder, and said sum being the highest sum bid; and deponent further says that said sale was conducted fairly, honestly, and according to the terms of said deed(s) of trust and the laws of the State of Mississippi, and that to the best of his knowledge and belief, the Grantor(s) are not members of the Armed Services of the United States of America, Subscribed and sworn to before me this 23rd February (SEAL) My. Cormission Expires:

4. Terms and conditions tained in that certain deed recorded in Book 45 at Page 348, and corrected deed recorded in Book 46 at Pages 114 and 116. 5. Right-of way and easo-ment to Southern Bell Telephone

and Telegraph Company as shown by instrument dated October 31. 1968, and recorded in Book 104 at Page 79.

6 Lien of Persimmon-Burnt Corn Water Management District, being a Chancery Clerk's Decree filed March 26, 1962, and recorded in Minute Book 37 at Page 524 of the Chancery Court of Madison County, Mississippi.

and Subdivision Regulations Ordi-nance of 1964, adopted April 6, 1964, recorded in Supervisor's Minute Book AD at Page 266. February 1, 1973 Douglas R. Shumaker Subtituto Trustco Duly authorized to act in the premises by instrument dated August 22, 1972, and recorded in Book 389, Page 399, of the re-cords of the aforesaid County and State Feb. 1, 8, 15, 22, ..., "

Madison County

Zoning

January 2, 1950, and recorded in Book 45 at Page 109. STATE UP MISSISSIPPI, County of Madison: for record in my office this b day of March, 1973, at 9:00 o'clock AM., and was duly recorded on the 13 day of Masch , 1973 Book No. 130 on Page 128 Witness my hand and seal of office, this the 13 of March W. A. SIMS, Clerk in my office.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ten dollars (\$10.00) %0. cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, J. N. Harris and wife, Cora C. Harris do hereby sell, convey and warrant unto R. W. Heflin and wife, Clarice Heflin, as joint tenants with the right of survivorship and not as tenants in common, the following described property lying and being situated in Canton, Madison County, Mississippi, and described as follows, to-wit:

Sixty (60) feet, more or less, off the north side of that certain lot conveyed to B. C. Shackleford and Samuel G. Loeb on the 24th day of February, 1945 by Mrs. Enna W. Garrett, and the lot hereby conveyed is more particularly described as bounded by a line beginning at the southeast corner of the Tucker property on the west side of South Union Street and running thence south, along said street, 60 feet, more or less, to the center of the common driveway between the property hereby conveyed and the property immediately south of the property hereby conveyed, thence west parallel with the south line of said Tucker property 200 feet, more or less, to the western boundary line of the lot conveyed to B. C. Shackleford and Samuel G. Loeb by Mrs. Garrett aforesaid, thence north, along the west line of said lot, 60 feet, more or less, to the south line of said Tucker property or the extension thereof, and thence east 200 feet, more or less, to the point of beginning.

This warranty, however, is subject to the right-of-way and easement set out in the warranty deed from B. C. Shackleford and Samuel G. Loeb to Mrs. A. F. Denson and of record in Book 30 at page 65 of the land records of Madison County, Mississippi.

| It is agreed and understood that the ad valorem taxes for the year 1973, on the above described property will be paid |
|---|
| by the Grantors and 5/6 th by the Grantees. |
| The Warranty contained herein is made subject to the City of |
| Canton zoning and subdivision regulation ordinance. WITNESS OUR SIGNATURES this 6th day of mach. 1973. |
| J./ N. Hatris |

Cora C Harris

44

Page - 2 -

Continuation of Warranty Deed between J. N. and Cora C. Harris and R. W. and Clarice Heflin.

STATE OF MISSISSIPPI COUNTY OF MADISON

B. 11. 17

Personally appeared before me the undersigned Notary Public in and for said County and State, the within named J. N. Harris and Cora C. Harris who each 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.

Given under my hand and official seal this 62 day of

Notary Public Notary No

STATE OF MISSISSIPPI, County of Madison:

in my office. The Chancery Court of said County, certify that the within instrument was filed for record in my office this day of March, 1973, at 9.50 clock A M., and was duly recorded on the 13 day of March, 1973, Book No. 130 on Page 130 in my office.

Witness my hand and seal of office, this the 13 of March, 1973

By Hades Spaceel

, D. C.

For a valuable consideration not necessary here to mention cash in hand paid to the grantors by the grantees herein, the NO receipt and sufficiency of which are hereby acknowledged, we, W. T. KERNOP and JOSIE MAE KERNOP, husband and wife, do hereby convey and warrant unto RUSSELL J. CRIDER and MILDRED M. CRIDER, as joint tenants with the right of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

Lot 12 of Twin Lake Heights according to plat thereof on file and of record in Plat Book 5 at Page 26 of the records of the Chancery Clerk of Madison County, Mississippi.

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

This conveyance is made subject to the Zoning Ordinance and Subdivision Regulations of Madison County, Mississippi, as amended; and subject to five (5') foot utility and/or drainage easement as shown by the aforesaid plat of Twin Lake Heights recorded in Plat Book 5 at Page 26.

WITNESS our signatures this the ZZ day of December, 1971.

W. T. Kernop

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Given under my hand and official seal this the Z3 day of December, 1971.

(SEAL) S Notary Public Notary Public

My commission expires:

30-72

STATE OF MISSISSIPPI, County of Madison:

It, 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 March, 1973 at 10:30 oclock A.M., and was duly recorded on the day of March, 1973, Book No. 130 on Page 132 in my office.

Witness my hand and seal of office, this the 13 of March, 1973

,

VNDEXED

STATE OF MISSISSIPPI, Madison County.

BOOK 130 PAGE 133

NO. 869

| In considerati | ion of the conveyance he | reinafter to the u | ndersigned | |
|---|--|--|---|-----------------------------|
| | EUGENE DAUGHTR | Υ | , , · | |
| by the undersigned | LILLIAN D. HAR | ris | , of an undivided | ľ |
| One -ninth interest in | an undivided one-tent | n interest in an w | ndivided one-half | • |
| interest in all other la | nds in Madison County, 1 | Mississippi, which | belonged to Harr | y |
| Daughtry, Sr. at the tim | e of his death, which h | ave not bince been | vested otherwise | by ' |
| his devisees, the above | named and undersigned G | rantor does herel | by convey and war | rant |
| specially unto the said | , | 1 | | • • • • |
| | LTLLIAN D. HAR | 278 | <u>-</u> | 14 1 |
| his undivided one-nin | th interest in an undiv | ded one-tenth | interest in an u | ndi- |
| vided one-half interest, | exclusive of all oil, a | as and other miner | cals, in and to t | he |
| following parcel of land | in Madison County, Miss | desippi, to-wit: | | |
| A parcel of land frontin more or less, lying and 2 East, Madison County, | being situated in the W | of Section 10. To | ownship 8 North. | |
| line of a county publi "SC 16", representing 10, was placed below to run North for 3006 fee of beginning of the presaid county road for 4 line for 669.2 feet to thence N31°07'E along to a point on said Higginning; less and exce | rsection of an east-west or road(said intersection the NE corner of Section he road surface by the I t to a point in the cent operty herein described; 74 feet to a point; there a point on the West ROW the chord of the curve of the chord of the chord of the curve of the chord of | n being where a con 16 and the SW con dississippi Foresta der of said county thence South along the East perpendiculation of Interstate of said Highway ROW est for 955.2 feet the west side thereof | merete monument marer of said Secting Service); theme road, and the point the centerline alar to said center Highway No. 55% line for 553.6 is to the point of the for county road. | arked ion ce int of er feet |
| And in consideration | on of the foregoing conv | eyance to her of t | he above describe | ad . |
| parcel of land, the under | signed LILLIAN D. HA | RRIG does | hereby convey ar | ıd |
| warrant specially unto the | e above named and under | signed | , ~ <u>,</u> | |
| | EUGENE DAUGH | TRY | • | |
| an undivided one -ninth one half interest in all Daughtry, Sr., at the time his devisees. | lands in Madison County | , Mississippi, whi | ch belonged to Ha | arry o |
| No interest in oil, shall be paid by Grantee. | gas and other minerals | is affected hereb | y. Taxes for 197 | 13, · . · |
| lo homestead rights | are involved in this t | ransaction. | * · · · · · · · · · · · · · · · · · · · | 7 |
| This day of Ja | nuary, 1973. | Rellian D. HAR | Harris RIS | |
| 4 | | 1 99 | the state of | } |
| | <u></u> • | THE MALICIAN | varing | , ,, |

| | • |
|---|---|
| STATE OF Alia. | • |
| Myrelseya country. | BOOK 130 PAGE 134 |
| This day personally appeared before | ore me, the undersigned authority in and for |
| xthe above County and State, Eughe F | aufity |
| who acknowledged that Me executed and | delivered the foregoing deed on the date |
| specified, as voluntary act and co | d. |
| In testimony whereof, witness my | Signature and seal, this, January 29. |
| 0.000 | DELMA McMICKLE Notary Public For Cuyahoga County My Commission Expires June 20, 1976 |
| My Commission expires <u>AME 20 1976</u> | · · · · · · · · · · · · · · · · · · · |
| STATE OF MISSISSIPPI, Madison County. | , |
| ν) • | e me, the undersigned authority in and for |
| the executed and delivered the foregoing dec | d on the days specified, as her voluntary |
| act and deed. In testiment whereof, witness my s | ignature and seal of office, this James |
| 1973. | W. G. Sine, Cl. Clark. Ly Luly T. Sine D.C. |
| By comiosion coolers 1-1-76 | |
| | |

STATE OF MISSISSIPPI, County of Madison:

W. A. Sirris, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this bady of Mucch, 1923, at 11:15 o'clock A., and was duly reported on the day of Mach, 1973, Book No. 130 on Page 133 in my office.

Witness my hand and seal of office, this the day of Mach, 1973.

ENDEXED

STATE OF MISSISSIPPI, we Madison County.

BOOK 130 PAGE 135

87

| , in considerat | | yance nereinait DAUGHTRY | er to the und | ersigned | |
|--|---|---|---|--|---|
| bu the undered med | | | | | |
| by the undersigned | - | D. WINDFIELD | | of an undivi | > 4 |
| one-ninth interest in | | | | | |
| interest in all other le | ınds in Madison (| County, Mississ: | ippi, which be | olonged to H | arry |
| Daughtry, Sr. at the time | e of his death, | which have not | bince been ve | sated otherw | ise by ' |
| his devisees, the above | named and unders | igned Grantor_ | do <u>e</u> s hereby | convey and | warrant |
| specially unto the said | | | | ŧ | ٠. |
| | JERDINE | D. WINDFIELD | | | |
| his undivided one nin | th interest in a | n undivided on | etenthir | iterest in a | n undi- |
| vided one-half interest, | exclusive of al | l oil, gas and | other mineral | s, in and to | o the |
| · following parcel of land | in Madison Coun | ty, Mississippi | ., to-wit: | | |
| A parcel of land front more or less, lying an 2 East, Madison County | d being situated | in the Wh of S | ection 10. To | wnship 8 Nor | th, Range |
| line of a county publication of 16", representing 10, was placed below thence run North for point of beginning of of said county road a dicular to said center Highway No. 55; thence for 1323.3 feet to a point of beginning; I road ROW and also less the county road ROW and also l | the NE corner of the surface of t 2332 feet to a r the property he and its extension rline for 30 feet to N28°53°E along point on said Hi tess and except 3 | of Section 16 arche road by the coint in the cererain described; for 1153.7 feet to a point in the chord of the chord of the ghway-ROW line; O feet evenly of | nd the SW com Mississippi F nter of said of the to a point; a the west RCW the curve of a thence West off the west a | ner of said sometry sort county road; a along the of thence East line of Int aid Highway for 669.2 fe ide thereof | Section vice); and the centerline t perpenters ROW line set to the for countries. |
| And in consideration | n of the foregoi | ing conveyance | to her of the | above descr | ibed |
| parcel of land, the under | signedTERD | THE D. WINDELDS | n does he | ereby convey | and |
| warrant specially unto the | e above named an | d undersigned | N k | , | . ′ |
| · | EUGI | ENE DAUGHTRY | , | | |
| an undivided one -ninth one half interest in all Daughtry, Sr., at the time his devisees | lands in Madison | County, Missis | ssippi, which | belonged to | Harry |
| No interest in oil, shall be paid by Grantee. | gas and other m | inerals is affe | cted hereby. | Taxes for | 19 <u>7</u> 3 |
| No homestead rights | are involved in | this transacti | on. | | • |
| This day of Ja | nuary, 1973. | | , , | `` 2 | |
| ************************************** | • | Jud | <u> </u> | Wirdhi | el; |
| • , | | . · · · <u>// </u> | ERDINE D. WIN | OKTEIN | |
| · | | · Laver | my Jan | intres. | |
| • • | | | EUGENE DAUGI | TTUT _ | ''' |

| | BOOK 130 P/GE136 |
|--|---|
| STATE OF ORIS | |
| Myaliza countre | |
| This day personally app | poared before me, the undersigned authority in and for |
| athe above County and State, | your Daughty |
| who acknowledged that ox | ocuted and delivered the feregoing deed on the date |
| appointed, as voluntary e | ict and oods |
| orona The tootimony minoroof, a | situess my signature and soul, this, January 29th |
| | Delna me mukles |
| | |
| The state of the s | DELMA McMICKLE Notary Public For Cuyahoga County My Cemmissian Expires to |
| My Comission expires JUAL 20 | My Cemmissien Expires June 20, 1976 |
| • | |
| STATE OF HISRIPSIPPI, | • |
| Madlaon County. | • |
| Thin day personally appear | ared before me, the undersigned authority in and for |
| | line D. Windfield, who asimovlodged that |
| , , , , , , , , , , , , , , , , , , , | egoing deed on the days specified, as her voluntary |
| act and decd. | |
| • | tness my signature and seal of office, this James |
| 6 | |
| and a shall sail . | W. G. Simo Ch. Clark. |
| CHANGE CONTRACTOR | hu Ruly I. Sinis De |
| | |
| The companion control /-/- 7 | 6 |
| | |
| | |
| A Committee of the Comm | 2) " has september of the 1 |
| STATE OF MISSISSIPPI, County of Madiso | court of said County, certify that the within instrument was filed |
| difficulting and in my soffice this to day | of nakel, 19/32, at // S o'clock // M., |
| and was duly recorded on the detailed | ay of 10 1000, 1973, Book No. 730 on Page- 30 |
| Witness my hand and seal of office | this the 13 of march, 1973 W. A. SIMS, Clerk |

WARRANTY DEED

AO. 871

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid us and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, CHARLES F. RIDDELL and J. R. TATE, Grantors, do hereby convey and forever warrant unto CLARIDGE AND ASSOCIATES, INC., a Mississippi corporation, Grantee, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Nh SWh and SEh of Section 3, Township 9 North, Range 2 East, and Nh NEh and SWh Neh of Section 10, Township 9 North, Range 2 East, ... Madison County, Mississippi.

WARRANTY of this conveyance is subject only to the following "conditions and exceptions, to-wit:

- State of Mississippi and County of Madison ad valorem taxes for the year 1973, to be paid as follows:
 Grantors 2/12ths. Grantees 10/12ths.
- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded in Supervisors Minute Book AD at Page 266.
- 3. A reservation and/or conveyance by prior owners of an undivided interest in and to all oil, gas and other minerals lying in, on and under the subject property.
- 4. Grantee herein assumes three-fourths (3/4) of that certain indebtedness of Charles F. Riddell and J. R

BECH 130 MR 138

Tate to T. R. Smith-Vaniz, which indebtedness is evidenced by a deed of trust from Charles F. Riddell and J. R. Tate to S. R. Cain, Jr., as Trustee to secure T. R. Smith-Vaniz in the principal sum of Eighty-six Thousand Dollars (\$86,000.00), which deed of trust is dated January 6, 1970, and recorded in Book 372 at Page 718 in the office of the Chancery Clerk of Madison County, Mississippi.

5. Unrecorded rights-of-way and easements for public roads.

WITNESS OUR SIGNATURES on this the 6 day of March.

Charles F. Riddell

J. R. Tate

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, CHARLES F. RIDDELL and J. R. TATE, 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 March, 1973.

Column S. Latinian Notary Public

(SEAL)...

MY COMMISSION EXPIRES:

S3. (1 25 August 6, 1976

1, 4,

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 6 day of March, 1973 at 12:/0 o'clock M., and was duly recorded on the 12 day of March, 1973 Book No. 130 on Page 137 in my office.

Witness my hand and seal of office, this the 13 of March W. ASIMS, Clerk

By Glady Spaces

, D. C.

40 Aug. 20 BOOK 130 PAGE 130

WARRANTY DEED

80' pm

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid us and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, CHARLES F. RIDDELL and J. R. TATE, Grantors, do hereby convey and forever warrant unto JOHN CARL AXTELL and MILDRED T. AXTELL, as joint tenants with full right of survivorship and not as tenants in common, Grantees, the following described property lying and being situated in Madison County, Mississippi, to-wit:

E's NW\(\frac{1}{2}\), Section 10, Township 9 North, Range 2 East, and SE\(\frac{1}{2}\) SW\(\frac{1}{2}\) Section 3, Township 9 North, Range 2 East, all in Madison County, Mississippi.

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

- 1. State of Mississippi and County of Madison ad valorem taxes for the year 1973, to be paid as follows:

 Grantors 2/12ths. Grantees 10/12ths.
- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded in Supervisors Minute Book AD at Page 266.
- 3. A reservation and/or conveyance by prior owners of an undivided interest in and to all oil, gas and other minerals lying in, on and under the subject property.

BUR 130 mil41 . . .

- 4. Grantees herein assume one-fourth (1/4) of that certain indebtedness of Charles F. Riddell and J. R. Tate to T. R. Smith-Vaniz, which indebtedness is evidenced by a deed of trust from Charles F. Riddell and J. R. Tate to S. R. Cain, Jr., as Trustee to secure T. R. Smith-Vaniz in the principal sum of Eighty-six Thousand Dollars (\$86,000.00), which deed of trust is dated January 6, 1970, and recorded in Book 372 at Page 718 in the office of the Chancery Clerk of Madison County, Mississippi.
- 5. Unrecorded rights-of-way and easements for public roads.

WITNESS OUR SIGNATURES on this the 15th day of March,

Charles 7: Policie Charles F. Riddell

14. ·

J. R. Tate

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, CHARLES F. RIDDELL and J. R. TATE who acknowledged to me that they did sign and

war 130 malei

deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the oth day of March, 1973.

MY COMMISSION EXPIRES:

Ny Commission Expires August 8, 1976

5. 1.41/ C. PREATING

STATE OF MISSISSIPPI, County of Madison: for record in my office this 6 day of MALL, 1973, at 12:/0 o'clock P. M., and was duly recorded on the 13 day of March, 193, Book No. 130 on Page 139 Witness Thy hand and seal of office, this the 13 of March W. A. STMS, Clerk
By Stales Space

800H 130 proc142

WARRANTY DEED

. Mr

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, REV. A. F. GASTON and wife, JUANITA ACCOUNTY GASTON, Grantors, do hereby convey and forever warrant unto ACCOUNTY SAMUEL L. BROWN, Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 13, Westgate, according to the plat on file in the office of the Chancery Clerk, in Canton, Madison County, Mississippi, as now recorded in Plat Book 4 at Page 44.

WARRANTY of this conveyance is subject to the following:

- 1. State of Mississippi, County of Madison and City of Canton ad valorem taxes for the year 1973. Grantors 16. Grantee 1/6.
 - 2. City of Canton Zoning Ordinance of 1958, as amended.
- 3. There is excepted from the warranty of this conveyance all building restrictions, easements and mineral reservations of record in the office of the Chancery Clerk of Madison County, Mississippi.
- 4. The Grantee herein agrees to assume the balance of that certain indebtedness affecting the subject property, which is evidenced by a deed of trust from Rev. A. F. Gaston and wife, Dessie Ree Gaston, to O. B. Taylor, Jr., as Trustee to

secure Kimbrough Investment Company in the principal sum of Eight Thousand Seven Hundred Dollars (\$8,700.00) with interest at 5-1/4 per cent, dated May 4, 1965, which deed of trust was assigned by Kimbrough Investment Company to Erie County Savings Bank, Buffalo, New York, by instrument dated July 28 1965, and recorded in Book 329 at Page 426 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the 6th day of March

STATE OF MISSÍSSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, REV. A. F. GASTON and JUANITA J. GASTON, 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 March, 1973.

Notary Publi

MANASMY 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 tor record in my office this 62 day of March, 19/3, at 4:00 o'clock P.M., and was duly recorded on the 1.3 day of March, 19/3, Book No. 13 on Page 142 for record in my office this God day of Marel

Witness my hand and seal of office, this the 13 of March

For and in the consideration of the love and affection we have for our mother, Mrs. James Manning, weJohn Cecil Downey, William Earnest Downyy, and Jimmy Earl Downey do hereby convey and warrant to our mother, Mrs. James Manning the following described

land lying and being situated in Madison County, Mississippi, to-vit:-

Let Sixteen (16) of Block "F" of Oakhills Subdivision, Part 1, according to map or plat thereof of record in Plat Book 3 at page 67 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 /....

Also, one 1962 Costa Manana Trailor; Serial No. 56-8466-X, now situated upon said land.

This the 13th day of February, 1973.

State of Milesippi:

Madison County

Personally appeared before me the undersigned authority in and for said County tecilmDowney, who acknowledged that he signed and delivered the foregoing and State, John instrument on the day end year therein named.

Given under my hand and Official Seal this the day of Rebruary, 1973.

My Commission Expires.

S. Hanshell Curant Clerk Notary Public. y m. Ferguson, DC.

State of Florida:

gounty of Olaloga

Personally appeared before me the undersigned authority in and for said County and Earnest State, Willia KNEX Downey, who a knowledged that he signed and delivered the foregoing

Given under my hand and official seal this the day of Februar instrument on the day and year therein named. uary,1973.

My Commission Expires . Commission Expires May 23, 197Notary Public.

State of Louisiana;

Parish County of Rapides Personally appeared before me the undersigned authority in and for said pourty Parish and State, Jimmy Earl Downey, who acknowledged that he signed and delivered the foregoing instrument on the dry and year therein named.

Given under my hand and official seal this the 21 of February, 1973.

at death. mission Expires:

Notary Public. DELLA M. DOMICO Notary Public

Rapidos Parish, Louisiana

STATE OF MISSISSIPPI County of Madison:

Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed _, 19/3 at 4:30 o'clock 1.M., for record in my office this de day of march, and was duly recorded on the 13 day of March 1973 Book No. 130 on Page 144

Witness my hand and seal of office, this the 3 of

. 2

For a valuable consideration paid to us by Nelson Cauthen, the receipt of which is hereby acknowledged, we, James Lee Moore and Lureatha Moore, do hereby convey and warrant unto the said Nelson Cauthen the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Commencing at the northwest corner of a lot on Hickory Alley owned or occupied by Wesley Jackson in the year 1906, thence east on the north boundary line of the said Jackson lot 200 feet to a stake, thence north 50 feet to the south boundary line of a lot owned or the south boundary line of a lot owned or occupied by Caroline Dinkins in the year 1906, thence west along the south boundary line of said Dinkins lot 200 feet to the east margin of Hickory Alley, thence south along the east margin of Hickory Alley to the point of beginning, being the same lot conveyed to W. L. Mills by T. W. Holland by deed dated June 26, 1906 which deed is recorded in Book PPP on page 30 in the Chancery Clerk's office of Madison County. in the Chancery Clerk's office of Madison County, Mississippi,

Said lot is further described as commencing at the northwest corner of a lot on Hickory Alley owned and occupied by Walter Jackson on November 3, 1953, thence east on the north line of said Jackson lot 200 feet to a stake, thence north 50 feet to the south boundary line of a lot owned by Annie Belle Love on November 3, 1953, thence west along the south boundary line of said Love west along the south boundary line of said Love lot 200 feet to the east margin of Hickory Alley, thence south along the east margin of Hickory Alley to the point of beginning.

We intend to convey and do hereby convey house number 535 on the east side of Hickory Alley and the lot on which it is situated, and being the same house and lot conveyed to us by Cora W. Moreton by warranty deed dated November 3, 1953 and filed for record in the Chancery Clerk's office for Madison County, Mississippi in land deed book 57 on page 151.

It is agreed and understood that the 1973 ad valorem taxes on the above described property will be paid now cll by the grantee. by the grantors and .

Witness our signatures, this, the 6 day of March.

1973.

Lureatha Moore

State of Mississippi county of Madison

Personally appeared before me, the undersigned authority

in and for said County and State, the within named James Lee Moore and Lureatha Moore 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

Notary Public.

My commelssion 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 day of March, 1973, at #30 o'clock M., and was duly recorded on the 13 day of March, 1973, Book No. 130 on Page 145 io my office.

Witness my hand and seal of office, this the 3 of March, 1973

W. A. SIMS, Clerk

By Laley D. C.

WARRANTY DEED

BOOK 130 POR 147

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 of all of which is hereby acknowledged, the undersigned, THOMAS M. HARKINS BUILDER, INC., a Mississippi corporation acting by and through . its duly authorized officer, does hereby sell, convey and warrant unto GERALD E. VERNON and wife, LILLIAN R. VERNON, as joint tenants with the full right of survivorship and not as tenants in common, the land and property lying and being situated in the County of Madison, State of Mississippi, described as follows, to-wit:

> Lot Sixty-One (61), SANDALWOOD SUBDIVISION, Part Two (2), 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, State of Mississippi in Plat Book 5 at Page 40 thereof, reference to which map or plat is here made in aid of and as a part of this description.

THIS CONVEYANCE is made subject to all applicable building restrictions, restrictive covenants, easements and mineral reservations of record.

IT IS AGREED and understood that the taxes for the current year have been prorated as of this date on an estimated basis. 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 assigns any amount overpaid by it.

WITNESS THE SIGNATURE of the Grantors, this the 6th day

THOMAS M. HARKINS BUILDER, INC.

STATE OF MISSISSIPPI

| • | COUNTY OF HINDS BOOM 130 PAGE 140 |
|-----------------------|--|
| , | Personally appeared before me, the undersigned, authority in and for the |
| | aforesaid jurisdiction. Grady McCool |
| * | Vice President of Thomas M. Harkins Builder, Inc., |
| . , | a Mississippi corporation, who acknowledged that he signed and delivered |
| | the above and foregoing instrument for and on behalf of said corporation, |
| ٦, | as the act and deed of said corporation, he being first duly authorized |
| | so to do on the day and year therein mentioned. |
| , | ol to the day of one of the case |
| 1 | Given under my hand and seal of office, this the 6th day of March, |
| ' • | 1973. |
| • , | Notary Public: |
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| | Description of the second seco |
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| tg. | |
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| | As a garage of the first of the second of th |
| STATE OF M | SSISSIPPI, County of Madison: |
| for Tracerd in | Sinfs, Clerk of the Chancery Court of said County, certify that the within instrument was filed my office this day of |
| and was dul | y recorded on the 13 day of March, 1922 Book No. 130 on Page 142 |
| in my office. Witness | my hand and seal of office, this the of |
| in a soun | By Slodys Spruce, D. C. |
| The resident was | |
| | • |

INDEXED

BLOK 130 PAGE 149

QUITCLAIM 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, EARL PEPPER, do hereby sell, convey and quit claim unto BRITT SMITH AND DIAN L. SMITH, as joint tenants, with full right of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

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

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

Earl Pepper .

STATE OF MISSISSIPPI COUNTY OF YAZOO

PERSONALLY APPEARED BEFORE me the undersigned authority in and for the jurisdiction above mentioned, EARL PEPPER, who acknowledged to me that he did sign and deliver' the foregoing instrument on the date and for the purpose therein set forth.

GIVEN UNDER MY HAND and seal of office on this the day of January, 1973. Notary Fublic / Minuse

E(U. 0

COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

J, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 7 day of manch, 1973, at 10:30 o'clock # M., and was duly recorded on the 13 day of March, 1973 Book No. 130 on Page 199

Wirness my hand and seal of office, this the gof March

W. A. SIMS, Clerk , 19 Spruil

860H 130 PAGE 150

QUIT CLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand, paid me and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, CATHERINE WRIGHT, do hereby sell, convey, and quit claim unto BRITT SMITH AND DIAN L. SMITH, as joint tenants, with full right of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton; Madison County, Mississippi, to-wit:

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

THE GRANTOR warrants that she is one of the heirs at law of Katherine L. Smith, deceased.

WITNESS MY SIGNATURE on this the \angle March, 1973. December, 1972.

STATE OF MISSISSIPPI COUNTY OF YAZOO

PERSONALLY APPEARED before me the undersigned authority in and for the jurisdiction above mentioned, CATHERINE WRIGHT, who acknowledged to me that she did sign and deliver the foregoing instrument on the date and for the purpose therein set

GIVEN UNDER MY HAND and seal of office on this the day of December, 1 ARCH 1919 Octobra Sept. 10, 1975

STATE-OF MISSISSIPPI, County of Madison: W. A. Sims Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this__ ____day of__ march , 1973 at 10:30 o'clock /7 M. and was duly recorded on the 13 day of March, 1973 Book No. 13 on Page 150 in my office of Wiffiess my hand and seal of office, this the 3 of Mare

INDEXE

STATE OF MISSISSIPPI COUNTY OF MADISON

NO 894

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, DR. WILLIAM F. PONTIUS, do hereby convey and warrant unto DR. C. H. HEYWOOD and DR. R. A. CARSLEY all of my right, title and interest in and to the following described property lying and being situated in the Town of Madison, Madison County, Mississippi, to-wit:

From the point of beginning, being a point which is 813.0 feet North 70° West along the North side of the Main Street from the intersection of the North line of said Main Street with the West right of way line with U. S. Highway No. 51, run thence North 20° East 100 feet, thence North 70° West a distance of 102 feet, thence South 20° West 100 feet, more or less, to the North line of Main Street, thence East to the point of beginning.

Witness my signature, this the 2 day of Delining 13

Dr. William F. Pontius

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Withess my signature and official seal, this the And day of

August 18, 1975

Notary Public

STATE OF MISSISSIPPI, County of Madison:

[W. A. Sims Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 7 day of mach, 1973 at 1:00 o'clock 8 M., and was duly recorded on the 13 day of 200 and 1973, Book No. 13 on Page 15/2 in my office;

Williams my hand and seal of office, this the 13 of 1974 W. A. SIMS, 90 k.

lody Spruce, D.

860X 130 PAGE 152

WARRANTY DEED

INDEXELL

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, we, DR. C. H. HEYWOOD and DR. R. A. CARSLEY, do hereby convey and warrant unto DR. WILLIAM F. HAND, JR., the following described property lying and being situated in the Town of Madison, Madison County, Mississippi, to-wit:

A lot or parcel of land in the Town of Madison, Mississippi, described as follows: From the point of beginning, being at a point which is 813.0 feet north 70° 00' west along the north side of Main Street from the intersection of the north line of said Main Street with the west right-of-way line of U. S. Highway Number 51, run thence north 20° 00' east 168.5 feet, thence north 70° 00' west to a point on the east line of a gravel road, thence south 23° 00' west for 169 feet to the north line of said Main Street, thence south 70° 00' east for 205.5 feet along the north line of said Main Street to the point of beginning, and being situated and located in the NW½ SE½ and NE½ SW½ of Section 8, Township 7 North, Range 2 East, Town of Madison, Madison County, Mississippi.

ALSO, a lot or parcel of land in the Town of Madison, Madison County, Mississippi described as follows: From the point of beginning, being a point 813.0 feet north 70° 00' west along the north side of Main Street from the intersection of the north line of said Main Street with the west right-of-way line of U. S. Highway Number 51, run thence north 20° 00' east for 175 feet, thence south 70° 00' east for 25 feet to the north-west corner of the Madison Baptist Church property, thence south 20° 00' west 175 feet along the west line of said church property to the north line of said Main Street, thence north 70° 00' west along the north side of said Main Street for 25 feet to the point of beginning, all being in the Town of Madison, Madison County, Mississippi.

1973.

Dr. C. H. Heywood

Dr. R. A. Carsley

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named DR. C. H. HEYWOOD, and DR. R. A. CARSLEY, 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 / day of march 1973.

My commission expires: August 18, 1975

Notary Public in and for Madison County, Mississippi

STATE_OF MISSISSIPPI, County of Madison:

for record in my office this 7th day of march, 1973, at 1:05 o'clock M., and was duly recorded on the 13 day of March, 1973 Book No.130 on Page 152 in my office.

in my office. Witness my hand and seal of office, this the 13 of March 1

By Slady Spruce, D. C.

Page 2

Account #301010 PER SIMPLE DEED FROM CORPORATION

130 MGE 154 5 BOOK

This Indenture, Executed this 1st day of March

. A. D. 19 73

Consideration \$5,430.00

MID-STATE HOMES, INC.

, and having its principal place a corporation existing under the laws of Florida of business at 1500 N. Dale Mabry Hwy., Tampa, Florida'

Eddie Lee Davenport and Katie H. Davenport, his wife, as joint tenants with full rights of survivorship not as tenants in common.

Route 1 Whose postoffice address is Canton, Mississippi second party;

(Wherever used herein the terms "first party" and "second party" hhall include singular and plural, helis, logal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or required.)

Ten_dollars_and_other_yaluable_considerations---------------------

in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto the said party forever, the following described lot, piece or parcel of land, situate, State of Mississippi lying and being in the County of noalbam

Commencing at a point on the West line of a local County Road which point is 6.08 chains, (401.82) feet North of and 1.22 Chains, (80.52) feet West of the Southeast corner of the SE% of the NE% of Section 25. Township 8 North, Range 2 East and which Point is the SE corner of the Jimmie Lee Davenport tract, and run thence North 89 degrees and 30 minutes West 420 feet, thence South 00 degree and 12 minutes East 52.5 feet, thence South 89 degrees and 30 min. East 420 feet to a point on the West line of said road, thence North 00° and 12 minutes West 52.5 feet to the point of beginning, containing One Half of an acre more or less and all being in the SE% of NE% of Section 25, Township 8 North, Range 2 East, Madison County, Mississippi.

Less and except any road right of ways. Grantor does not assume any liability for unpaid taxes. This deed is given subject to that certain mortgage from the grantee herein to the grantor herein and recorded in Book 375, Page 228, in the office of the Clerk of the Chancery Court, Madison County, Mississippi

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity.

TO HAVE AND TO HOLD the same unto the said part. 1es of the second part. their and assigns, to their proper tite thenefits and behoof forever.

In Witness Whereof the said first party has caused these presents (OSPORATE SEAL) to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers therunto duly authorized, the day and year first above written.

MID-STATE_HOMES

alau.

Asst. Secretory

Signed, sealed and delivered in the presence of:

Hillsborough COUNTY OF

STATE OF Florida

I HEREBY CERTIFY that on this day, before me, an efficer duly authorised in O. C. King anđ

A Saraw. well known to me to be the VICE President and ASST. Secretary importively of the in the foregoing deed, and that they severally acknowledged executing the same-in the prescribing under authority duly vested in them by said corporation and that the seal attitud thereto is the property seal attitud thereto is the said attitud.

WITNESS my hand and official seal in the County and State last aforesald this 15t

THIS INSTRUMENT PREPARED BY

FORM,483 AREAREN'S

James Kynes, Actornay P. O. Box 22b01 Tomna Florida 33622

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 7th day of march -, 19<u>23, at //:30</u>0/clock 2_M., and was duly recorded on the 13 day of March, 1973, Book No. 13 o on Page 154

Witness thy hand and seal of office, this the 13 of 770

W. A. SIMS, Clerk

Portuguities State of Florida at Land.

in to tres Sept-1-1975

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt of which is hereby acknowledged, we, the undersigned Amos Luckett and wife, Catherine C. Luckett do hereby bargain, sell, convey and warrant unto Sam Hailey, the following described land and property situated in the City of Canton, County of Madison, State of Mississippi, more particularly described as follows, to-wit:

A lot or parcel of land described as from a point; that is 410.0 feet west along the north line of Franklin Street from its intersection with the west line of Hickory Street, said point being on the east margin of an alley running north and south, and from said point run thence north 1030 East for 212.8 feet to the point of beginning, being the northwest corner of the lot being described which point of beginning is the southwest corner of the Johnnie Coleman lot, and from said point

| | of beginning run thence for 32.2 feet, thence alley, thence run Nor | run west 109.4 | feet to the east mar | gin of said 🧠 🍦 |
|---------------------------|---|------------------------------------|---|------------------|
| Ĺ | Witness our signatures | s, this the 2 | nd_day of <u>March</u> | . 1973. |
| • | | Amos Lu | - Scokett | · |
| , | 2 | Catheri | ne C. Luckett | |
| STAT | E OF HISSISSIPPI | ٠ | • | |
| that | THIS day personally ap jurisdiction, Amos Luck they did, on the day an going Warranty Deed for | ett and wife, C nd date set out | atherine C. Luckett, therein, sign, execut | who acknowledged |
| iosi Sistem | Given under my hand an | • | Sister C S | rock 1973. |
| 762 | ommission Expires: Commission Expires March 17, 1978 | | HOIMH TODETO | * |
| ٨٠٠٧ أن الأكام وموادية | NISSISSIPPI, County of Mad Sims, Clerk of the Chancer of my office this day | y Court of said Co | <u>C</u> | 2:3 90 clock PM |

Witness my hand and seal of office, this the 13

Mississippi NDEXED

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

&0 850

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

LYING AND BEING situated in the Town of Ridgeland, Madison County, Mississippi and being described as follows, to-wit:

Lot 43, Lakeland Estates, Part 3, a subdivision according to the map or plat on file and of record in the Office of the Chancery Clerk of Madison County at Canton, Mississippi in plat book 4 at pages 27 and 28 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

SUBJECT ONLY to the following, to-wit:

- 1. Restrictive Covenants dated April 8, 1963, and filed in Book 302 at page 261 in the office of the aforesaid Clerk.
- 2. A utility easement 20 feet in width off the East side of said lot as reflected by a plat of which is filed in Plat Book 4 at Page 28 in the office of the aforesaid Clerk.
- 3. A right of way easement fifty feet in width granted Mississippi Power and Light Company by prior owners as recorded in Book 34 at Pages 205 & 376 office of aforesaid 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 Farm and Rural Development Act.

IN TESTIMONY WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed as of the 20th day of February 1973

UNITED STATES OF AMERICA

By

Actions

State Director
Farmers Home Administration
U. S. Department of Agriculture

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BOOK 130 PAGE 1577 ACKNOWLEDGMENT

| | On this 20th day of February 19 73, before me, the undersigned duly qualified and acting Notary Public in and for the County and State aforesaid, personally appeared J. F. Barbour, III to me well known to be the person whose name is subscribed to the foregoing Quitclaim Deed as the State Director of the Farmers Home Administration. United States Department of Agriculture, and 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. | |
|---|--|--------|
| 10 10 11 11 11 11 11 11 11 11 11 11 11 1 | IN WITNESS WHEREOF, I have hereunto set my hand and seal this withe day and year last above written. | , |
| | Notary Public | |
| | Marie H. Taylor (1997) | |
| ////////////////////////////////////// | June 26, 1973 | |
| | | |
| * | | |
| | | |
| | | • |
| | , | |
| for record | MISSISSIPPI, County of Madison: A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument win, in the office this day of March, 1973, at 4:45 o'clock | \$ |
| and was c in my offi Without a series | duly recorded on the 13 day of March, 1973, Book No. 130 on Page 1973, Book No. 130 on Page 1973, Book No. 130 on Page 1973, W. A. SIMS, Clerk | , 15 A |

WARRANTY DEED

INDEXED

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 George F. Woodliff, III all of my undivided interest in and to the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

> Lot 54, 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 West side 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 my signature this the 16th day of February, 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 16th day of munification 1973. mintl. N

My Commission Expires:

STATE OP MISSISSIPPI, County of Madison: for record in my office this 8 day of ________, 1973, at 9:00 o'clock A.M., for record in my office this 8 day of Margh, 1973, at 9:00 o'clock AM., and was duly recorded on the 13 day of march, 1973, Book No. 130 on Page 158 in my office. 1913 Bo without my hand and seal of office, this the 13 of March Syd Spacel 19 73

paid in hand, and other good and valuable considerations, the receipt and ', () sufficiency of all of which is hereby acknowledged, SMITH BROTHERS HOMES, INC., a Corporation, acting by and through its duly and legally authorized officer, WALTER B. SMITH, President, does hereby sell, convey and warrant unto CHARLES LEWIS HARRISON, JR., and CATHERINE SHEPHERD HARRISON, Husband and Wife, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Lot Fifty-four (54), Lake Lorman, Part Two (2), a Subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 4 at Page 30, reference to which is hereby made, together with all right, title and interest in and to the easements set out in deeds of record in the aforesaid Chancery Clerk's Office in Book 89 at Page 244; Book 94 at Page 237; Book 111 at Page 505; Book 123 at Page 521 and in Book 127 at Page 256.

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

It is agreed and understood 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 overpaid by it.

WITNESS the signature of SMITH BROTHERS HOMES, INC., a Corporation, this the 7th day of MARCH, A. D., 1973.

BY: Malter B. Smith, President

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the County and State aforesaid, WALTER B: SMITH, who acknowledged to me that he is President of Smith Brothers Homes, Inc., a Corporation, and that he signed and delivered the above and foregoing instrument on the day in the signed are therein mentioned as the act and deed of said Corporation, in his official capacity aforesaid.

GIVEN under my hand and official seal, this the _____ day of MARCH, A. D., 1973.

Commission Expires: 4901.10,1976

STATE OF MISSISSIPPI, County of Madison:

for record in my office this 8 day of March, 1973, at 9-04 oclock A.M., and was duly recorded on the 13 day of March, 1973 Book No. 13 0 on Page 152 in my office?

Witness my hand and seal of office, this the 13 of March, 1973

By Slady Space 100

__, D. (

40. 908

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, WAYNE L. NIX, do hereby sell, convey and quitclaim unto my wife, ELAINE H. NIX, an undivided one-half interest in and to the following described real property situated in the County of Madison, State of Mississippi, to-wit:

Beginning at a point 660 feet south of the MW corner of the NE-1/4 of Section 23, Township 8 North, Range 2 East; run thence East 1313 feet more or less to the NW corner of that certain parcel of land conveyed to Norman Scott by instrument recorded in Book 99 at page 525 in the office of the Chancery Clerk of Madison County; run thence South along the west line of the aforesaid Scott property and its west line extended southerly for a distance of 1320 feet; run thence west 1313 feet more or less to a point on the line between the east half and the west half of the aforesaid section 23; run thence north along the aforesaid half section line 1320 feet to the point of beginning; containing 40 acres more or less and being part of the property purchased from the United States of America by deed dated November 22, 1948 and recorded in Book 43 at page 34 of the land records of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE on this, the bel day of March . 1973.

Marie L. Nix

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the above county and state, the within named, WAYNE L. NIX, who acknowledged to me that he signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned, as his own act and deed.

GIVEN UNDER MY HAND AND OFFICIAL seal of office on this, the 6th day of Mrs. 1973.

Mrs. Lendurge
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

4411.000

for record in my office this S day of March, 1973, at 9-30 o'clock H M., and was duly recorded on the 13 day of March, 1973 Book No. 13 o on Page 16 o'clock Grand on the 13 day of March, 1973 Book No. 13 o on Page 16 o'clock H M.

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

By Stadys spaces, I

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INDEXED

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, I,. the undersigned FRANK EVANS, do hereby sell, convey, and warrant unto ROBERT CROWLEY and MARY JANE CROWLEY, as joint tenants with right of survivorship and not as tenants in common the unexpired leasehold interest in the following described land and property being situated in Madison County, Mississippi, to-wit:

> Three acres of land SEt of Section 16, T8N, RlW, more fully described as follows:

Beginning at the NW corner of the land of E. A. Sigrest as of the date of January 4, 1933 on the Jackson and Flora gravel road, thence run South 79 yards thence West 104 yards, thence North 160 yards, thence eastwardly 146 yeards to point of beginning.

Grantor agrees to pay that certain indebtedness as due, as described in that instrument recorded in Book 385 at Page 552 of the records of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE this // day of Noverley, 1972.

manthea

STATE OF MISSISSIPPI . COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the county aforesaid FRANK EVANS, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this & day of Manager 1972.

My commission expires:

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims Clerk of the Chancery Court of said County, certify that the within instrument was filed are county of the Chancery Court of said County, certify that the within instrument was filed at 1973 at 11.45 o'clock M., for record in my office this 8 day of day of March, 1973 Book No. 130 on Page 1.61 and was duly rexorded on the 13

Witness my hand and seal of office, this the 13 of Marc

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Lender's Fien

Sel Book 524 Fage 288

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WARRANTY DEED

NO. SIT

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, we the undersigned Mark S. Young and his wife, Ima Lois Hill Young do hereby sell, convey and warrant unto Kermit D. Haley and his wife, Kate B. Haley the following described land and property lying and being situated in the Town of Ridgeland, Madison County, State of Mississippi, being more particularly described as follows, to-wit:

All that part of Lots 2 and 3, Block 24, Highland Colony, Madison County, Mississippi, bounded and described as follows: Beginning at the intersection of the West R.O.W. line of U. S. Highway 51 with the line between said Lots 2 & 3, thence South 31 degrees 45 minutes West 152.0 feet, thence North 83 degrees 45 minutes West, 700 feet, to the East R.O.W. of the ICRR, thence North 25 degrees 22 minutes East 382.8 feet, thence East 550.0 feet, thence South 9 degrees 42 minutes West 48.85 feet, thence South 76 degrees 36 minutes East, 112.4 feet, thence South 57 degrees 53 minutes East 78.9 feet to a point on the West R.O.W. of aforesaid Highway 51, thence South 31 degrees 45 minutes West, 210.8 feet to the point of beginning; and being the same property conveyed to Richard Parker by Dewey C. Taylor, et ux, by deed recorded in Deed Book 94 at Page 338 thereof 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.

This conveyance includes all equipment in the Motel and Restaurant situated on the described real property.

As part of the consideration herein the grantees and each of them do hereby assume and agree to pay the balance due and owing on the following: Deed of Trust to First Federal Savings and Loan Association of Jackson, Mississippi, dated September 9, 1964, and recorded in the office of the Chancery Clerk of Madison County, Mississippi in Deed of Trust Book 318 at Page 381 thereof; Deed of Trust in favor of Connie Shepard or Mary W. Shepard, dated August 28, 1970, and recorded in the office of the aforesaid Chancery Clerk in Deed of Trust Book 376 at Page 440; that certain promissory note executed by

BUR 160 MER 163

Mark S. Young, Riley B. Collins and W. C. Cox in favor of First National Bank of Jackson, Mississippi, dated August

27, 1970, in the original amount of \$18,252.00, which note has since been renewed, wherein Mark S. Young is the sole obligor.

As part of the consideration herein the grantees herein

do execute a promissory note in the amount of \$35,549.81 as purchase money in favor of the grantors herein, said note bearing even date herewith and being secured by a purchase money deed of trust of even date herewith.

Taxes for the year 1972 are to be paid by the grantors herein and taxes for the subsequent years shall be paid by the grantees.

The grantees herein and each of them agree to pay to United Gas the sum of \$41.15 per month hereafter for the Maintenance Agreement heretofore made by the grantors with respect to air conditioning for buildings situated on the described real property.

The grantors herein shall have the right to lease from the grantees herein eight (8) mobile home spaces on the described real property for a period of 24 months hereafter at the monthly rental rate to be paid grantees of Twenty Dollars (\$20.00) for each space. It is further agreed by all of the parties hereto that Trace Printers, Inc. shall have the same premises presently occupied by it at free rental and free utilities until June 30, 1973.

As additional security for the payment by the grantees of both the secured and unsecured indebtednesses assumed and agreed to be paid by them herein, the Grantors reserve and retain a vendor's lien to secure the prompt payment and discharge of all of said obligations.

There is excepted from the warranty of this conveyance and this conveyance is made subject to that certain right-of-way and easement for water lines described in deed from C. E.

300K 130 Page 164 S. Dale as recorded in Deed Book 28 at Dorrah, et ux to H. Page 592 in the office of the aforesaid Chancery Clerk.

There is excepted from the warranty of this conveyance and this conveyance is subject to the reservation of an undivided 1/16 interest in all oil, gas and other minerals as reserved by the grantors in a deed from C. E. Dorrah, et ux to H. S. Dale as recorded in Deed Book 28 at Page 592 in the office of the aforesaid Chancery Clerk.

There is excepted from the warranty hereof a strip of land two (2) feet in width off the entire south side of the hereinabove described real property.

The grantors herein assign to the grantees herein any and all rights or interest which they may have in any funds which may be held by any of the lending agencies in escrow by yirtue of any of the Deeds of Trust on the described real property.

Witness our signatures on this the day of January, 1973.

STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the aforesaid County and State the within named Mark S. Young and his wife, Ima Lois Hill Young, each of whom acknowledged to me that they each signed and delivered the above and foregoing instrument on the day and year therein stated.

Given under my hand and official seal of office this the

Mday of January, 1973.

My_Commission expires:

Page Three

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed 19/3, at 2:00 o'clock P.M., _day of March for record in my office this La and was duly recorded on the 13 day of March, 1973 Book No. 130 on Page 1621

Witness my hand and seal of office, this the 23 of.

W. A. SAMS, Clerk.

Apricel

'n,

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, on the 21st day of February, 1968, North Jackson Air Service, Inc. (formerly Madison Air Service, Inc.), executed a Deed of Trust to Rubel L. Phillips, as Trustee, with Deposit Guaranty National Bank being shown as Beneficiary therein, under the terms of which the hereinafter described property was conveyed to said Trustee to secure the payment to the said Beneficiary of a certain indebtedness therein mentioned and described, which Deed of Trust is of record in Book 358 at Page 7 of the records in the office of the Chancery Clerk of Madison County, at Canton, Mississippi; and,

WHEREAS, the said Deposit Guaranty National Bank, by the authority vested in it by the said Deed of Trust, appointed John P. Maloney to serve as Substitute Trustee in the place and stead of the Trustee named in said Deed of Trust, said Appointment of Substitute Trustee being recorded in Book 393 at Page 106 of the aforesaid records; and,

WHEREAS, default having been made in the payment of the indebtedness secured by said Deed of Trust, and the Beneficiary having exercised the option in such case provided, and having declared the entire unpaid balance of said indebtedness immediately due and payable, and having directed the undersigned as Substitute Trustee in said Deed of Trust, to execute the same by sale of the property therein described in accordance with the terms and conditions of the said Deed of Trust; and,

WHEREAS, after having advertised the said sale in all respects as required by law and the terms of said Deed of Trust, the undersigned did, between the hours of 11:00 o'clock in the forenoon and 4:00 o'clock in the afternoon on the 8th day of March, 1973, at the east front door of the Madison County Courthouse at Canton, Mississippi, offer the hereinafter described land and property for sale to the highest bidder for cash in the manner required by law and the terms and conditions of said Deed of Trust; and,

WHEREAS, at the time and place aforementioned, the undersigned received from the hereinafter named grantee a bid of Two Hundred Thousand and No/100 Dollars (\$200,000.00), which was the highest bid for cash for said land and property, and said bidder was then and there declared to be the purchaser thereof;

NOW, THEREFORE, in consideration of the aforesaid sum, cash in hand paid, the receipt whereof is hereby acknowledged, the undersigned does hereby sell and convey unto DEPOSIT GUARANTY NATIONAL BANK, the following described real estate, together with all the improvements and appurtenances thereunto belonging, situated in Madison County, State of Mississippi; to-wit:

All of Grantor's right, title and interest in and to that certain lease agreement between J. H. Minga, Mrs. J. H. Minga, George O. Clanton, Billy Underwood and Roy Brown as Lessees, and the Town of Madison, Mississippi as Lessor, being dated March 26, 1960, covering a certain tract of land in Madison County, Mississippi, upon which there is located an airport with certain hangars and other facilities, the same being officially designated as Bruce Campbell Field, the said airport properties being the same properties conveyed to the Town of Madison, Mississippi, by deed of Reconstruction Finance Corporation, said deed being dated March 5, 1948, and recorded in Book 39 at Page 475 of the land records in the office of the Chancery Clerk of Madison County, Mississippi, said lease being recorded in Book 274 at page 189 of the records of the Chancery Clerk of Madison County, Mississippi, which lease agreement was duly assigned to Grantor's predecessor in interest by an assignment of record in Book 283 at page 235 in the office of the aforesaid Chancery Clerk of Madison County, Mississippi, and which lease agreement was duly assigned to Grantor herein by and with the approval of the Town of Madison, Mississippi, said assignment being

recorded in Book 357 at page 462 in the aforesaid office of the Chancery Clerk of Madison County, Mississippi.

I hereby convey only such title as is vested in me as Substitute Trustee.

WITNESS MY SIGNATURE, this the 8th day of March, 1973.

John P. Maloney, Substitute Trustee

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JOHN P. MALONEY, who acknowledged that he signed and delivered the foregoing Substitute Trustee's Deed, being authorized . so to do, on the day and date therein mentioned.

Given under my hand and official seal of office, this the 8th day of March, 1973.

Melen W. Latto

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Mississippi

STATE OF MISSISSIPPI

By Blockyel Aparel

...., D. C.

21-7-25

1984 & Se 60

DISCLAIMER

WHEREAS, the official map of the Town of Flora, Mississippi, prepared by H. R. Covington in 1909, now on file in the Chancery Clerk's Office for Madison County, Mississippi, locates Main Street as lying adjacent to and on the north side of Lot 1 of Block 27 of Jones Addition to the Town of Flora, Mississippi, in Section 16, Township 8 North, Range 1 West, Madison County, Mississippi; and

WHEREAS, it appears that said Main Street as now existing is not adjacent to said Lot 1 but that there is a small segment of land lying between the north line of said Lot 1 and the south line of the sidewalk running along or near the south line of Main Street as now located and existing; and

WHEREAS, Mrs. Hazel T. Sigrest and her predecessors in title have for many years been claiming under a sixteenth section lease and using that parcel of land situated in the Town of Flora, Madison County, Mississippi, described as:

Commencing at a point 5.2 feet north of and 10 feet east of the southwest corner of Lot 1 of Block 27 of Jones Addition to the Town of Flora, Madison County, Mississippi, and run north 78 degrees 19 minutes east for 87.3 feet along the existing fence to an iron pin, said iron pin being the point of beginning and the southwest corner of the property herein described and from said point of BEGINNING run north 78 degrees 19 minutes east along the existing fence for 102.5 feet to a point on the east line of Lot 1; thence north 15 degrees 40 minutes west along the east line of Lot 1 for 101.5 feet to the back line of the sidewalk; thence south 75 degrees 37 minutes west along the back line of the sidewalk for 104.6 feet to an iron pin; thence south 16 degrees 52 minutes east along the existing fence for 95.4 feet to the point of beginning; being a part of Lot 1, Block 27 of Jones Addition and a strip of land north of said lot 1.

AND WHEREAS, the Town of Flora, Mississippi, has never used for street purposes and does not claim that segment of land embraced in the above description which lies north of the north line of said Lot I and the south line of Main Street as now located and existing;

NOW THEREFORE, in consideration of the premises, the TOWN OF FLORA, MISSISSIPPI, acting by and through its duly authorized officials, does hereby disclaim unto MRS. HAZEL T. SIGREST that segment of land embraced within the aforesaid description which is bounded on the south by the north line of Lot 1 of Block 27 of Jones Addition to the Town of Flora, Mississippi as aforesaid,

BUR 13U PAGE 168

and on the north by the south line of Main Street as presently located and existing in the Town of Flora, Mississippi.

EXECUTED this 94 day of March, 1973.

TOWN OF FLORA MISSISSIPPI

By: Mayor

Mayor

Clerk

Control

Contr

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, a Notary Public in and for the said County and State, the within named WJ WILDER and Helen C. SPRINKELL Mayor and Clerk, respectively, of the Town of Flora, Mississippi, who acknowledged that they, being first duly authorized so to do, signed, sealed, and delivered the foregoing instrument on the day and year therein mentioned for and on behalf of Said Town and as its act and deed.

Given under my hand and official seal this 99 day of March, 1973.

Jelen U. Dummack Notary Public

My Commission Expires: My Commission Expires Dec. 16, 1976

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this Ital day of March, 1973, at 10.30 o'clock AM., and was duly recorded on the 2 day of March, 1923, Book No. 130 on Page 147 in my office.

Witness my hand and seal of office, this the 13 of March, 1973

W. NSIMS, Clerk

1

BUUH 130 PAGE 169

This agreement this day made between M. S. Cox Gin Company, hereinafter referred to as "Cox", and B. E. Burt, Ernest B. Cox, B. L. McMillon, and H. V. Watkins, trustees of Madison Baptist Church, Madison, Mississippi and their successors in office, hereinafter referred to as "Church", WITNESSETH:

WHEREAS, Cox owns certain property conveyed to it on December 11, 1922 and recorded in Book 1, Page 597, January 16, 1923 in the records of the Chancery Clerk, Madison, Mississippi, said land being described as follows:

Beginning at an iron pin 1372 feet east of and 295 3/4 feet north of the southwest corner of the NW \(\frac{1}{2} \) SE\(\frac{1}{2} \) of Section 8, Township 7 North, Range 2 East, thence south 61 degrees 00 minutes east 370 feet to a stake, thence north 19 degrees 00 minutes east 454 feet to a stake and corner of fence, thence north 79 degrees 20 minutes west 258 feet to a stake and corner of fence, thence south 79 degrees 20 minutes west 177\(\frac{1}{2} \) feet io an iron pin, thence south 9 degrees 30 minutes west 269 feet to an iron pin, the place of beginning; all in Section 8, Township 7 North, Range 2 East.

WHEREAS, Church owns the property abutting and adjacent to the above described Cox property on its south boundary and

WHEREAS, the parties desire to agree upon a mutual boundary between their property aforesaid, and in furtherance of this purpose, a plat of survey has been made by Tyner and Associates, Engineers, of Canton, Mississippi, reflecting the Cox property and demonstrating that the Church property lies immediately south thereof, and the parties hereto desire to establish this mutual boundary between them as described and reflected by the said Engineers plat and description thereof, which said plat of survey by the said Tyner and

Associates is dated the 12th day of July, 1972, and attached hereto as Exhibit "1" and by reference fully incorporated herein.

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, the parties, Cox and Church, do hereby agree that the mutual boundary lying between their properties in the Town of Madison, Madison County, Mississippi, shall be and is hereby established and described as follows:

Commencing at the intersection of the west line of U.S. Highway No. 51 with the north line of Main Street and run N 70°00'W along the north line of Nain Street for 1017.2 feet to a point on the east margin of a public road; thence N 23°55'E along the east margin of said public road for 269.4 feet to an iron pin and the point of beginning of the property herein described; thence N 22°12'E along the east margin of said road for 255.3 feet to an iron pin; thence N 79°20'E for 177.5 feet to a point; Thence S 77°34'E for 269.3 feet to a fence corner; thence S 23°13'W along the existing fence for 205.2 feet to an iron pin for the point of beginning of the mutual boundary agreed between the parties hereto; thence from said point of beginning the said agreed boundary is described as a continuation thereof as follows:

thence S 32°38'W for 240 feet to an iron pin at a fence corner; thence N 61°00'W. for 370 feet to the point of beginning.

The above described mutual boundary between the parties hereto is further platted, described and set forth on the survey referred to as Exhibit "1" herein, which is incorporated by reference to reflect the agreed location of the mutual boundaries between the parties hereto.

WITNESS the signatures of the parties this 10 m day of November, 1972.

M. S. Cox Gin Company

y: Hedle

ATTEST:

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Madison Baptist Church Madison, Mississippi

Bure

B. E. Bur

rnest B Cox

B.L. MSuil

B. L. McMillon

H. V. Watkins

TRUSTEES

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, Ducley Rolps and Markety Plant, who both being duly sworn on oath stated that they were President and Secretary of the M. S. Cox Gin Company, a Mississippi corporation, one of the parties to the aforesaid instrument, and that as such officers they signed and affixed their signatures to the aforesaid instrument, first being authorized to do so.

of MARCH. 1973.

Motary Public

My Commission expires:

My Commission Expires / pril 28, 1973

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named H. V. Watkins, a Trustee of Madison Baptist Church, Madison, Mississippi, who acknowledged that first being duly authorized to do so he signed and delivered the foregoing instrument of writing for the purpose therein stated on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 7th day Motary Public James James July 1974 STATE OF MISSISSIPPI COUNTY OF MADISON Personally appeared before me, the undersigned authority

in and for the State and County aforesaid, the within named B. E. Burt, a Trustee of Madison Baptist Church, Madison, Mississippi, who acknowledged that first being duly authorized to do so he signed and delivered the foregoing instrument of writing for the purpose therein stated on the day and year therein mentioned.

GIVEN under my hand and official seal, this the > of day 1973.

Commission expires: Som c-1476.

STATE OF MISSISSIPPI COUNTY OF MADISON .

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Ernest & Cox, a Trustée of Madison Baptist Church, Madison, Mississippi, who acknowledged that first being duly authorized to do so he signed and delivered the foregoing instrument of writing for the purpose therein stated on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 27 day

mmission expires: 10,1976

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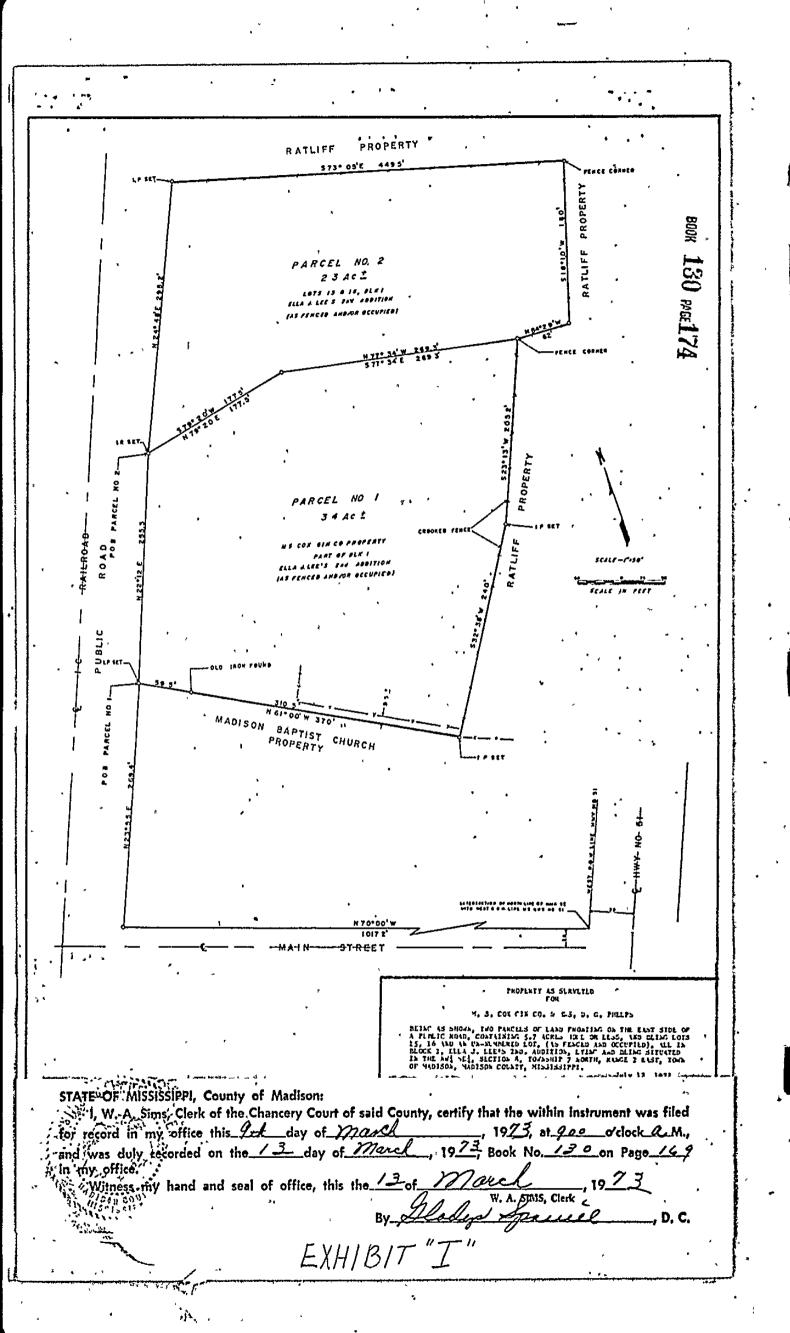
STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named B. L. McMillon, a Trustee of Madison Baptist Church, Madison, Mississippi, who acknowledged that first being duly authorized to do so he signed and delivered the foregoing instrument of writing for the purpose therein stated on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 7-5 day

COUNT Commission expires: \anio.1976:



VINDEXE

BOUNDARY AGREEMENT

This agreement is made between Mrs. Dudley G. Phelps, hereinafter referred to as "Phelps", and M. S. Cox Gin Company, a Mississippi corporation, hereinafter referred to as "Cox", WITNESSETH:

WHEREAS, Phelps owns certain property conveyed to her on August 20, 1934 and recorded in Book 9, Page 275, January 17, 1935 in the records of the Chancery Clerk, Madison, Mississippi, said land being described as follows:

Lots 15 and 16 of Block 1, Ella J. Lee's 2nd. Addition to Madison as shown by map or plat thereof on file and of record in the Chancery Clerk's office of Madison County, Mississippi, and being situated in Section 8, Township 7 North, Range 2 East in the Town of Madison, Madison County, Mississippi.

1277.5

WHEREAS, Cox owns the property abutting and lying south of the said Phelps property; and

WHEREAS, the parties desire to agree upon a mutual boundary between their property aforesaid, and in furtherance of this purpose a plat of survey has been made by Tyner and Associates, Engineers, of Canton, Mississippi, reflecting the Phelps property and the line between the properties of the parties hereto, and the parties hereto desire to establish the mutual boundary between them as described and reflected by the said Engineers plat and description thereof, which said plat of survey by the said Tyner and Associates is dated the 12th day of July, 1972, and attached hereto as Exhibit "1" and by reference fully incorporated herein.

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, the parties, Cox and Phelps, do hereby agree that the mutual boundaries lying between their properties in the Town of Madison, Madison County, Mississippi, shall be and is hereby established and described as follows:

Commencing at the intersection of the west line of U. S. Highway No. 51 with the north line of Main Street and run N 70°00'W along the north line of Main Street for 1017.2 feet to a point on the east margin of a public road; thence N 23°55'E along the east margin of said road for 269.4 feet to an iron pin; thence N 22°12'E along the east margin of said road for 255.3 feet to an iron pin and the point of beginning of the property herein described; thence N 24°18'E along the east margin of said road for

298.2 feet to an iron pin at a fence corner; thence S 73°05'E along the existing fence for 449.5 feet to a fence corner; thence S 18°10'W along the existing fence for 180 feet to a fence corner; thence N 84°29'W. along the existing fence for 62 feet to a fence corner for the point of beginning of the mutual boundary line of the parties, thence N 77°34'W for 269.3 feet to a point; thence S 79°20'W for 177.5 feet to a point.

The above described mutual boundary between the parties hereto is further platted, described and set forth on the survey. referred to as Exhibit "1" herein, which is incorporated by reference to reflect the agreed location of the mutual boundaries between the parties hereto.

WITNESS the signatures of the parties this 874 day of MARCH . 1973.

M. S. Cox Gin Company

ATTEST:

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority . in and for the State and County aforesaid, Willey & Philps and Patry T Phelps, who both being duly sworn on oath stated that they were President and Secretary of the M. S. Cox Gin Company, a Mississippi corporation, one of the parties to the aforesaid instrument, and that as such officers they signed and affixed their signatures to the aforesaid instrument, first being authorized to do so.

GIVEN under my hand and official seal, this the

1973.

My Commission.expires:

My Commission L., res 12 d. 4, 12-35

BGOK 130 PAGE 177

STATE OF MISSISSIPPI COUNTY OF MADÍSON R

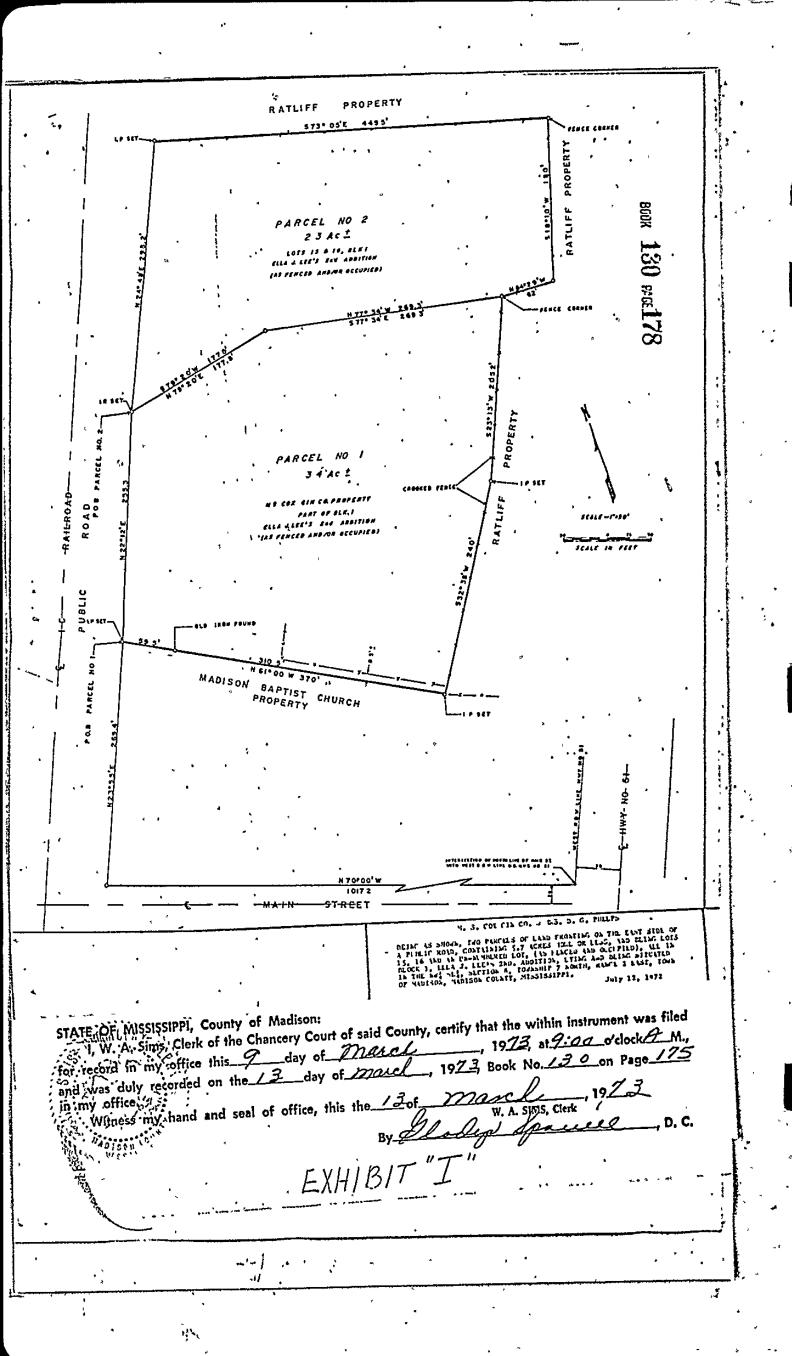
Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Mrs. Dudley G. Phelps, who acknowledged that she signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

of MARCH. 1973.

Notary Public

My Commission expires:

My Commission Expires April 28, 1632



INDEXED.

BOOK 130 PAGE 179 WARRANTY DEED

NO." 916

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, I, Marie Slaughter Fouche, do hereby sell, convey and warrant unto Ernest H. Slaughter, Jr., all of my undivided one-seventh (1/7) interest in the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lots 19 and 20 of Addition to Tougaloo by the Tougaloo University of Madison County surveyed May 1892 by J. P. George, said map or plat being of record in Deed Book AAA at Page 138 in the office of the Chancery Clerk of Madison County at Canton, Mississippi, reference to which is hereby made in aid herein, Less and Except the property conveyed to the State Highway Commission of Mississippi by deed dated January 20, 1959 in Deed Book 76, Page 248; and Less and Except the property conveyed to the State Highway Commission of Mississippi by deed dated April 20, 1961 in Deed Book 81, Page 4; and Less and Except that property conveyed to Ernest H. Slaughter, Jr. and Ethel L. Slaughter by deed dated July 20, 1960 of record in Deed Book 78, Page 240.

The land and property conveyed hereby does not constitute the homestead or any part of the homestead of the grantor herein.

Grantee hereby assumes and agrees to pay the 1973 ad valorem taxes on the above described land and property when said taxes become due and payable.

WITNESS my signature on this the 26th day of February

MARIE SLAUGHTER FOUCHE

STATE OF California

1973.

COUNTY OF Los Angeles

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Marie Slaughter. Fouche, who acknowledged to me that she signed and delivered the above and foregoing instrument of writing on the day and in the year therein men-

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INDEXE

tioned.

GIVEN under my hand and official seal this the 26th. day

of February , 1973.

OFFICIAL SEAL

EVELYN L. ECHOLS

NOTARY PUBLIC-CALIFORNIA

PRINCIPAL OFFICE IN

LOS ANGELES COUNTY

My Commission Expires July 16, 1976

Covelyn J. Cookeles.
NOTARY PUBLIC.

My commission expires: July 16, 1976

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 9 day of March, 1973, at 9.00 o'clock AM., and was duly recorded on the 13 day of March, 1973, Book No. 13 O on Page 179 in my office.

Witness my hand and seal of office, this the 13 of March, 1973

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

BGOK 130 PAGE 181

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IN CONSIDERATION of the sum of \$10.00 cash, and other \$60 919 good and valuable considerations, the receipt of which is hereby acknowledged, and the further consideration of the assumption by and agreement of the grantee herein to pay when and as due the balance of the indebtedness now owing to Colonial Savings & Loan, which said indebtedness is secured by a deed of trust covering the hereinafter described property, I, Clyde P. Herrington, hereby sell, convey and warrant to LINDA J. GRANT the property situated in Madison County, State of Mississippi, and described as follows, to-wit:

Lot 21, RIDGELAND EAST SUBDIVISION, PART 1, a subdivision according to the map or plat which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, recorded in Plat Book 5, at Page 30 thereof.

This conveyance is subject to all prior severances of oil, gas and minerals on, in and under said land, to the protective covenants applying to lots in said subdivision now on file and of record in the office of the Chancery Clerk of said County, to all existing public utility, drainage and sanitary sewer easements, including those reserved on the recorded plat of said subdivision, and to the ad valorem taxes for the year 1973, which the grantee shall pay, and, this conveyance is further subject to that certain balance due and owing by the grantor herein to W. T. Grant Company on the fence situated upon the above mentioned property, which said balance shall be assumed and paid by the grantee as the same becomes due, but for the same consideration, the grantor hereby conveys to the grantee all his right, title and interest in and to all escrow funds. now on deposit in connection with said indebtedness, and to the unexpired portion of the hazard insurance policy now in force covering the residence on said premises.

BOOK 130 PAGE 182

Said land is no part of the homestead of said grantor herein.

WITNESS my signature on this the <u>5th</u> day of March,

Clyde P. Herrington

STATE OF MISSISSIPPI RANKIN COUNTY

BEFORE ME, the undersigned authority in and for said County and State, this day personally appeared the above and within named Clyde P. Herrington, who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the

Notary Public

My commission expires: My Comm. Expires Oct. 13, 1976

STATE OF MISSISSIPPI, County of Madison:

for record in my office this 9 day of March, 1973, at 9:00 o'clock A.M., and was duly recorded on the 13 day of March, 1973, Book No. 130 on Page 1811 in my office.

Witness my shand and seal of office, this the 13 of W. A. SIMS, Clerk

Sprucel , D.

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UNDEXE

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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, FIRST SERVICE CORPORATION OF JACKSON, MISSISSIPPI, a Mississippi Corporation, acting by and through its duly and legally authorized officers, does hereby sell, convey and warrant unto WILLIAMSBURG HOMES, INC., a Mississippi Corporation, the following described property situated in the County of Madison, State of Mississippi, to-wit:

> Lot Six (6), 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 34, 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, together with all County, City and State Zoning Ordinances. '

The Grantee herein will be respoinsible for 1973 taxes and subsequent years.

The Grantor herein reserves all oil, gas and other minerals and and mineral rights in and under the above described property not heretofore reserved by predecessors in title, and wothout right of ingress and egress over said property.

This conveyance is subject to an easement fifteen (15) feet in width along the back South property 1i ne for a telephone cable and drainage.

WITNESS the signature of FIRST SERVICE CORPORATION OF JACKSON, MISSISSIPPI, this the day of March, A. D., 1973. FIRST SERVICE_CORPORATION OF JACKSON, MISSISSIPPI Vice Pres. & Treasurer

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named A. J. Stone, Jr. who acknowledged to me that they are the Secretary , respectively, of and <u>Mary Brister</u> Vice President & Treasurer respectively, of FIRST and SERVICE CORPORATION OF JACKSON, MISSISSIPPI, a corporation, and who acknowledged before me that they executed, signed and delivered the above and foregoing instrument of the control of of they having been first duly authorized so to do.

Given under my hand and official seal

Given under my hand and official seal, this the of March, A. D., 1973. minimission expires: Sept. 10,19760

STATE OF MISSISSIPPI, County of Madison:

Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed tor record in my office this 9 day of March, 1973, at 9:00 o'clock A.M., and was duly recorded on the 13 day of March, 1973, Book No. 130 on Page 183 in my office.

Witness my hand and seal of office, this the 13 of Maral

W, A. SIMS, Clerk

NDEXEM

BGON 130 PAGE 184

. WARRANTY DEED

40. 922

(\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, THOMAS M. HARKINS BUILDER, INC., a corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto JOHN R. SOUTHERLAND and wife, VANDE R. SOUTHERLAND, as joint tenants with the 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, more particularly described as follows, to-wit:

Lot Twenty-eight (28), Sandalwood, Part Two (2), 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 40, reference to which is hereby made in aid of and as a part of this description.

The warranty of this conveyance is subject to those certain protective covenants, as shown by instrument recorded in Book 388, at page 833, or the records in the office of the Chancery Clerk of Madison County, at Canton, Mississippi.

The warranty of this conveyance is further subject to any prior severance of oil, gas and other minerals by predecessors in title.

It is understood and agreed that the taxes for the current year have been pro rated as of this date on an estimated basis. When said taxes are actually determined, if the pro ration as of this date is incorrect, then the grantor agrees to pay to grantees, or their assigns, any deficiency on an actual pro ration, and likewise the grantees agree to pay to grantor, or assigns, any amount over paid by it or them.

WITNESS the signature of Thomas M. Harkins Builder, Inc., by its duly authorized officer, this the 7th day of March, 1973.

V. 11 3 4

THOMAS M. HARKINS BUILDER, INC.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for jurisdiction aforesaid, the within named GRADY McCOOL, who acknowledged to me that he is Vice President of Thomas M. Harkins Builder, 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 stated, he being first duly authorized so to do.

Given under my hand and seal of office, this the 7th day of March, 1973.

My Commission Expires:

Allo seen green.

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 9th day of nakely 1973, at 9:00 o'clock A.M.,

Book No. 13 0 on Page 184

and was duly recorded on the 12 day of March, 192 Witness my hand and seal of office, this the 13 of

o. INDEXE

BOOK 130 PAGE 186

WARRANTY DEED

FOR, and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, We, CARY CONN BASS and wife LADY VERNELLE BASS, do hereby sell, convey and warrant, subject to the reservations and exceptions hereinafter contained, unto HARVEY P. WEST and wife RUBYE T. WEST, as joint tenants with full rights of survivorship, and not as tenants in common, the following described land lying and being situated in the County of Madison, State of Mississippi, more particularly described as follows, to-wit:

A Lot or parcel of land lying and being situated in Section 12, Township 7 North, Range 1 East, and being particularly described as Lot 26 of Lake Castle, formerly known as Lake Haven of Rest, as is shown by the attached survey and plat of said Lake Haven of Rest, the said plat being hereunto attached and made a part of this deed in aid of the description of the lands herein described, and its extension in a northerly direction for approximately 100 feet, and being more particularly described as beginning at the northwest corner of said original Lot 26 of said Lake Castle, and run thence North 2 degrees 9 minutes West for 98.2 feet, to the Northwest corner of new lot, thence run North 89 degrees 51 minutes East for 172 feet to the northeast corner of new lot, to a point that is 100 feet North 6 degrees 35 minutes West from the Northeast corner of the original Lot 26; thence running South 6 degrees 35 minutes East for 350 feet, thence South.79 degrees 47 minutes East for 217.38 feet, thence North 2 degrees 09 minutes West for 290 feet to the point of beginning, said lot being the New Lot 26 of Lake Castle, Madison County, Mississippi, together with reasonable rights of way for the purposes of ingress and egress to and from said lot herein described.

A parcel of land situated partly in the SW-1/4 of SW-1/4 of NE-1/4, of NE-1/4 and partly in the SE-1/4 of SW-1/4 of NE-1/4, Section 12, Township 7, Range 1 East, and being more particularly described as beginning at the Northwest Corner of Lot 26 of the Lake Castle property and being also identified as that certain tract of land owned by C. B. Goodson and run thence N 2 deg. 9 min. E a distance of 98.2 feet to the point of beginning of the property here described; run thence S 89 deg. 51 min. E and along the North line of the property North of Lot 26 and adjacent thereto conveyed to C. B. Goodson by C. L. Castle, a distance of 172.00 feet to a point; run thence N 2 deg. 33 min. W a distance of 14.80 feet to a point on the South line of a 30-foot street; run thence N 60 deg. 35 min. W and along the South line of said street a distance of 200.70 feet to a point; run thence S 1 deg. 32 min. W a distance of 112.20 feet to the point of beginning of the tract here described.

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Grantors reserve and except from their warranty all outstanding oil, gas and minerals of record in the Office of the Chancery Clerk of Madison County, Mississippi, affecting the above described property.

The lands herein conveyed are subject to that certain agreement executed by C. L. Castle, dated September 27, 1949, recorded in Book 185, Page 57; that certain instrument executed by C. L. Castle dated July 15, 1950, recorded in Book 200, Page 202, said instruments having been filed by C. L. Castle; according to the Land Records of the Chancery Clerk's Office, Madison County, Mississippi; Zoning Ordinances and Subdivision Regulations of Madison County, Mississippi, adopted by the Board of Supervisors of said County at the April 1964 Term, and recorded in Board of Supervisors Record Book A-D, Pages 266 through 287, inclusive.

"Grantees assume all ad valorem taxes for the Year 1973.

The lands herein conveyed being the same lands as conveyed by C. L. Castle and wife Nell Gates Castle, to C. B. Goodson and wife, Flossie H. Goodson, by Warranty Deed dated September 7th, 1956, duly recorded in Book 66, Page 95, and as conveyed by Ashcot, Inc., to C. B. Goodson and wife, Flossie H. Goodson, by Warranty deed dated January 15, 1957, duly recorded in Land Deed Book 69, Page 528; and as conveyed by C. B. Goodson and wife Flossie H. Goodson, to W. Edward King and wife Mary L. King, by Warranty Deed dated July 1, 1968, duly recorded in Book 112, at Page 172; and as conveyed by W. Edward King and wife Mary L. King, to Cary Conn Bass and wife Lady Vernelle Bass, by Warranty Deed dated June 9, 1970, duly recorded in Book 119, at Page 246; all of the records of Madison County, at Canton, Mississippi.

WITNESS OUR SIGNATURES, this 2 day of Maisle, A.D., 1973.

CARY CONN BASS

Lady Vernelle Bass

BOOK 130 PAGE 188

STATE OF MISSISSIPPI

COUNTY OF HINDS --

Personally appeared before me, the undersigned authority in and for the jurisdiction above mentioned, the within named Cary Conn Bass and wife Lady Vernelle Bass, who, each, acknowledged that they signed and delivered the foregoing instrument, on the day and year therein stated, for the intent and purposes therein expressed.

day of marker, A.D., 1973.

Helen Lumpher Notary Public

My Commission Expires:

My Commission Expires May 17, 1976



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 day of March, 1977, at 1:40 o'clock! M., and was duly recorded on the day of March, 1973 Book No. 130 on Page 186

in my office:

Witness, my hand and seal of office, this the 13 of March, 1973

W.A. SINS, Clerk

By March 1973

W.A. SINS, Clerk

D. C.

In consideration of Four Hundred and no/100 (\$400.00)

Dollars paid to me by Paul Franklin and Annie Pearl Franklin,
the receipt of which is hereby acknowledged, I, Nelson
Cauthen, do hereby convey and warrant unto the said Paul
Franklin and Annie Pearl Franklin as joint tenants with the
right of survivorship and not as tenants in common, the following described property lying and being situated in
Madison County, Mississippi, to-wit:

Beginning at a point on the West line of the Ed of NET NET of Section 30, Township 9 North, Range 4 East where the North line of the public road crosses said West line and run thence in a Southeasterly direction along the North line of said public road 100 feet, thence run North 200 feet, thence run in a Northwesterly direction parallel to the right-of-way of said road 100 feet to the property of Giles Sutton, thence run South along the property line of the said Sutton 200 feet to the point of beginning.

It is agreed and understood that the 1973 ad valorem taxes on the above described property will be paid by the grantor.

Witness my signature, this, the 3rd day of March,

Ne ison Cauthen

State of Mississippi County of Madison

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

of March 71973:

My commission expires:

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of March, 1923 at 4:05 o'clock / M., and was duly recorded on the 13 day of March, 1923 Book No. 13 on Page 189 in my officer my hand and seal of office, this the 3 of march, 1923

By Alalys Spruce, D.

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in 70. 939 hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned FIRST BAPTIST CHURCH OF JACKSON, MISSISSIPPI, a Mississippi non-profit religious corporation, acting by and through its duly authorized . officers, does hereby sell, convey and warrant unto HAMAN C. HILL and ETHEL S. HILL, as joint tenants with full right of survivorship and not as tenants in common, the following described property situated in Madison County, Mississippi, to-wit:

Lot 15, of Lake Lorman, Part 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, Mississippi, reference to which is hereby made in aid of and as a part of this description; together with all rights, easements and conditions described in Deed Book 97, pages 215 & 216 of Madison County Deed Records.

Ad valorem taxes for the current year shall be prorated as of the date of this Warranty Deed.

> WITNESS our signatures this 6th day of March, 1973.

> > FIRST BAPTIST CHURCH OF JACKSON, MISSISSIPPI (A Mississippi Non-profit Religious Corporation)

ROHRMAN, President

B. R. Arnold, Assistant Secretary

STATE OF MISSISSIPPI

COUNTY OF HINDS.

ATTEST

Personally appeared before me, the undersigned authority at law in and for the aforesaid jurisdiction, the within named LARRY G. , personally known to me to be ROHRMAN and B. R. Arnold the duly constituted President and Assistant Secretary respectively of FIRST BAPTIST CHURCH OF JACKSON, MISSISSIPPI, who acknowledged that they signed, sealed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, for and on behalf of the said FIRST BAPTIST CHURCH OF JACKSON, MISSISSIPPI, having first been duly authorized so to do.

GIVEN UNDER MY HAND and official seal of office this the My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this ____ day of__ March , 1923, at 9:00 o'clock A.M. and was duly recorded on the 13 day of 2000cl, 1973 Book No. 13 o on Page 190 in my office

Witness my hand and seal of office, this the 2 of 700

BUUN 130 PAGE 191

INDEXED

CUIT CLAIM DEED....

mar. No.

For and in the consideration of Mrs. Lizzie M. Castens cancelling of record that certain indebtedness due by us to O.E.Castens, Sr., and Mrs. Lizzie M. Castens, secured by a deed of trust dated December 29th, 1969, and duly recorded in the office of the Chancery Clerk of Madison County, Mississippi, in deed of trust Book 372mpage 666, we Melvin Prestage and wife, Beulah Mae Prestage do hereby convey and quit claim to. Mrs. Lizzie M. Castens the following described land, lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of of land fronting 144.5 feet on the East side of drive and being more particularly described as beginning at the Southeast corner of said lot being described, said Southeast corner is further described as beginning 332.0 feet West of and 1010.0 South of the NE corner of SW1 of NE1 Section 31, Township 9 North, Range 2 East, and from said point of beginning run thence North 83 35' West for 144.0 feet to the East side of the above mentioner drive; thence running North 60 37' West for 144.5 feet along said drive to the NW corner of lot being described; thence run South 83° 35' East for 144.0 feet; thence running South 60° 37' East for 144.5 feet to the point of beginning, and being in SW1 of NE1 Section 31, Township 9 North, Range 2 East, Madison County, Mississippi.

O. E. Castens, Sr. is deceased, and Mrs. Lizzie M. Castens is the sole owner of

above mentioned indebtedness.

Witness our signatures this the 12th day of March, 1973.

Melvin Prestage.

Melvin Mac Newland

Beulah Mac Prestage.

State of Mississippi:

Madison County 1

Personally appeared before me the undersigned authority in and for said County and State, Melvin Prestage, and wife, Beulah Mae Prestage, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein named.

Given under my hand and official seal this the 12 day of March, 1973

My commission expires:

W. a. Smo Clarery Olerk Notary Public. Ly V. R. Sufter, De

STATE OF MISSISSIPPI, County of Madison:

for record in my office this 2 day of March, 1973, at 1/:00 o'clock #M., and was duly recorded on the 2 day of 2000kd, 1973 Book No. 13 on Page 191 in my office.

Witness my hand and seal of office, this the 13 of More

W. A. SPAIS, Clerk 19/

___. D. C.

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

Lot 6, Block CC, of MAGNOLIA HEIGHTS, PART 4, a subdivision of Madison County, Mississippi, according to the map or plat thereof which is of record in Plat Book 5 at page 23 in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid as a part of this description.

SUBJECT ONLY to the following, to-wit:

- 1. All easements affecting said property for the installation, operation and maintenance as shown on the aforesaid plat.

 2. All interest in and to all oil gas and return to the said plat.
- 2. All interest in and to all oil, gas and other minerals in, on and under said land.
- 3. The conditions and reservations contained in those certain deeds dated December 5, 1949 and recorded in Book 45 at page 81 and dated July 14, 1950 and recorded in Book 47 at page 345, respectively, of record in the office of the aforesaid Clerk.
- 4. Those right of way and easements to Mississippi Power and Light Company granted by deeds recorded in Book 43, at page 400; Book 44 at page 68; and Book 45 at page 246, all in the office of the aforesaid Clerk.
- 5. The lien for assessments of Persimmon-Burnt Corn Water Management District under decree of the Chancery Court of Madison County, Mississippi rendered on March 26, 1962 and recorded in Minute Book 37 at page 524 of said Court in the office of the aforesaid Clerk.

6. The Madison County, Mississippi Zoning and Subdivision Ordinance of 1964.

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 Farm and Rural Development Act.

IN TESTIMONY WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed as of the 23rd day of January 19 73

UNITED STATES OF AMERICA

Acting State Director Farmers Home Administration U. S. Department of Agriculture

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STATE OF MISSISSIPPI)
COUNTY OF HINDS

On this 23rd day of January 19 73, before me, the undersigned duly qualified and acting Notary Public in and for the County and State aforesaid, personally appeared C. G. Deaton to me well known to be the person whose name is subscribed to the foregoing Quitclaim Deed as the Acting State Director of the Farmers Home Administration, United States Department of Agriculture, and 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.

(SEAL)

Commission Expires:

June 26. 1973

Notary Public
Marie H. Taylor

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 March, 1973, av2.40 o'clock M., and was duly recorded on the day of March, 1973 Book No. do on Page 122 in my office;

Witness my hand and seal of office, this the document of March, 1973

Witness my hand and seal of office, this the document of March, 1973

Witness my hand and seal of office, this the document of March, 1973

Witness my hand and seal of office, this the document of March, 1973

By Model Street, D. C.

WARRANTY DEED

BEOH 130 PAGE 194

(\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned, EDWARD F. HISERODT and wife, ROBIN F. HISERODT, do hereby sell, convey and warrant unto LEWIS L. CULLEY, JR. and wife, BETHANY W. CULLEY, as joint tenants with the 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, more particularly described as follows, to-wit:

Lot Two Hundred Fifteen (215) of Natchez Trace Village, Madison County, Mississippi, being particularly described by metes and bounds as follows, to-wit:

13-1

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Commence at the northwest corner of the NE% of Section 22, Township 7 North, Range 2 East, and run thence West 565.8 feet, run thence South 301.4 feet to thepoint of beginning for theproperty herein described; run thence North 84 degrees 10 minutes East 202.4 feet to the West right of way line of a 40 foot street (Cheyenne Lane); run thence South 23 degrees 36 minutes East along the west right of way line of said 40 foot street, 61.4 feet; run thence South 11 degrees 04 minutes East along the said west right of way line of said 40 foot street, 79.8 feet; run thence South 75 degrees 25 minutes west 185.9 feet, run thence north 20 degrees 47 minutes west 172.1 feet to the point of beginning, said land herein described being located in the NW% of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi, and containing 0.70 acres.

The warranty of this conveyance is subject to those certain protective covenants, as shown by instrument recorded in Book 123, at page 304 of the records in the office of the Chancery Clerk of Madison County, at Canton, Mississippi.

The warranty of this conveyance is further subject to the prior severance of three-fourths of the oil, gas and other minerals by predecessors in title.

The warranty of this conveyance is further subject to that certain right of way in favor of Mississippi Power & Light Company, as shown by instrument recorded in Book 10, at page 466 of

the records in the aforesaid Chancery Clerk's office.

The warranty of this conveyance is further subject to the prior reservation of an undivided 1/64th non-participating royalty interest in 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 aforesaid Chancery Clerk's records.

For the same consideration as stated above, the grantors do hereby sell and convey unto grantees herein a perpetual but a nonexclusive 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 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 are to be pro rated as of the date of this conveyance.

WITNESS our signatures, this the 28 day of February,

1973.

STATE OF QUEONSON COUNTY OF Lulaski

Personally appeared before me, the undersigned authority in and for said county and state, the within named EDWARD F. HISERODT and wife, ROBIN F. HISERODT, who each acknowledged that they signed and delivered the above and foregoing instrument on the day and date

Given under my hand and seal of office, this the day of February, 1973.

NOTARY PUBLIC My commission expires:

STATE OF MISSISSIPPI, County of Madison:

The Clerk of the Chancery Court of said County, certify that the within instrument was filed formational drawing office this 13 march _day of_ , 1923 at 9:00 o'clock A M., and was doly recorded on the 20 day of March, 1973, Book No. 130 on Page 194

Witness my hand and seal of office, this the 20 of March

WARRANTY DEED

50.1 956

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, 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 INDEXED unto THOMAS M. HARKINS, BUILDER, INC. the following described land and property, lying and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Lot One Hundred Thirty-six (136) of Natchez Trace Village, Madison County, Mississippi, according to the plat which is attached hereto as Exhibit "A" and made a part hereof as though fully copied herein in words and figures, and being particularly described by metes and bounds as follows, to-wit:

Commence at the apparent southeast corner of the N½ of the SW½ of Section 15, Township 7 North, Range 2 East, Madison County, and run East 453.9 feet; run south 1292.4 feet to the point of beginning for the property herein described; run thence south 83 degrees 28 minutes east 160.00 feet; run thence south 18 degrees 02 minutes west 200.0 feet to the north right of way line of Kiowa Drive; run thence north 83 degrees 28 minutes west along the north right of way line of Kiowa Drive 160.0 feet; run thence north 18 degrees 02 minutes east 200.0 feet to thepoint of beginning; said land herein described being located in Sections 15 and 22, Township 7 North, Range 2 East, Madison County, Mississippi, and containing 0.72 acres.

AND:

Lot One Hundred Thirty-nine (139) of Natchez Trace Village, Madison County, Mississippi, according to the plat which is attached hereto as Exhibit "B" and made a part hereof as though fully copied herein in words and figures, and being particularly described by metes and bounds as follows, to-wit:

Commence at the apparent southeast corner of the Note of the SWk of Section 15, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence east 945.1 feet; run thence south 1121.3 feet to the point of beginning for the property herein described; run thence south 46; degrees 58 minutes 30 seconds west 224.4 feet; run thence south 77 degrees 50 minutes west 72.1 feet; run thence north 6 degrees 14 minutes 30 seconds east 246.0 feet; run thence north 72 degrees 58 minutes east 100.2 feet; to the west right of way line of Kiowa Drive; run thence south 46 degrees 43 minutes east along the west right of way line of Kiowa Drive; run thence south 46 degrees 43 minutes east along the west right of way line of Kiowa Drive 153.9 feet to the poing of beginning; said land herein described being located in Section 15, Township 7 North, Range 2 East, Madison County, Mississippi, and containing 0.86 acres.

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The warranty of this conveyance is made subject to the protective covenants which are attached hereto as Exhibit "C" and made a part hereof as though fully copied herein in words and figures.

The warranty of this conveyance is further subject to the prior severance of one-half of the oil, gas and other minerals reserved in deed from Ruth Roudebush White to Lewis L. Culley, dated September 13, 1945, and recorded in Book 31, at page 22 of the records in the office of the Chancery Clerk of Madison County, at Canton, Mississippi.

The grantors herein hereby reserve unto themselves an undivided one-fourth interest in and to all of the oil, gas and other minerals.

For the same consideration as stated above, the Grantors, do hereby sell and convey unto Grantee herein a perpetual but 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 its 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 its 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 signature, on this the 25th day of January,

1072

LEWIS L. CULLEY, 78

BETHANY W. CILLEY

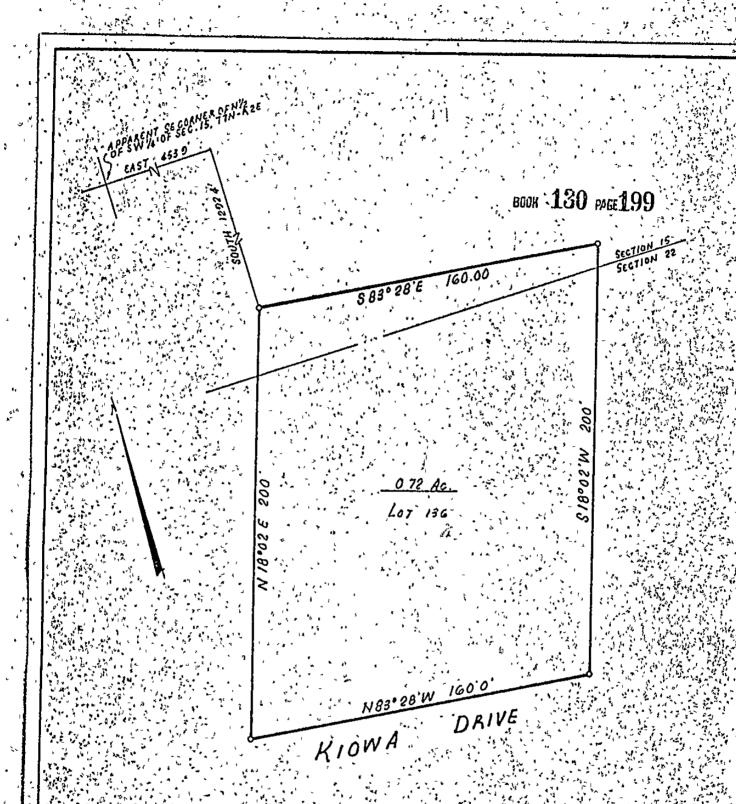
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STATE OF MISSISSIPPI COUNTY OF HINDS

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

Given under my hand and seal of office, this the 25th

y of January, 1973.



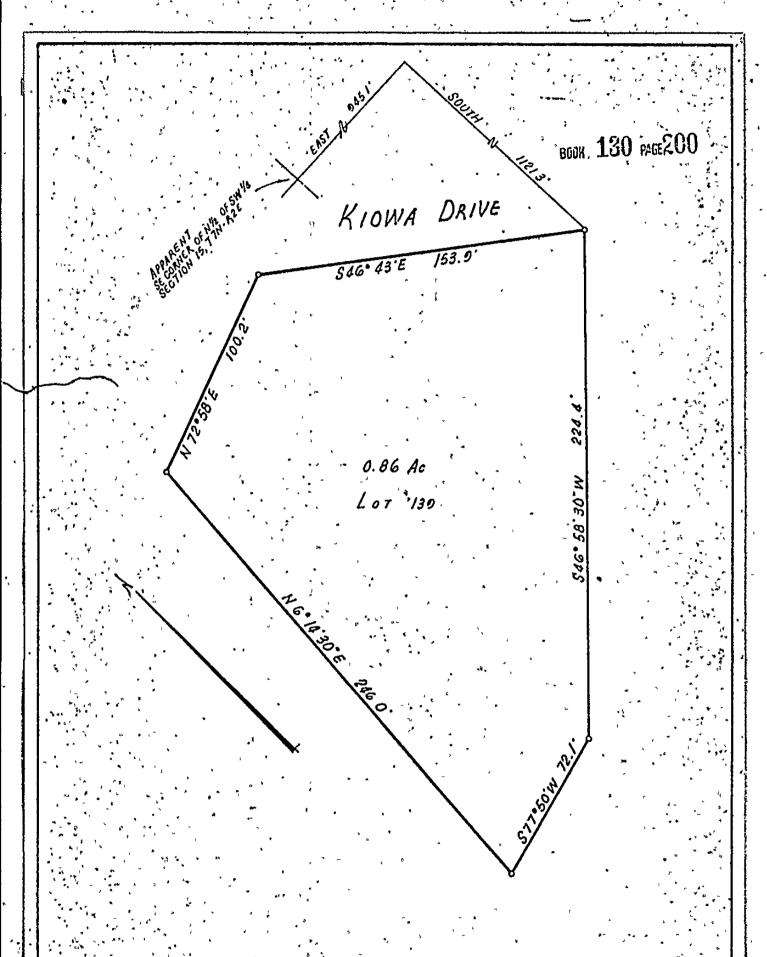
PLAT OF SURVEY

T.M. HARKINS

BEING SITUATED IN SECTIONS 15 9 22, TTN-RZE, MADISON GOUNTY, MISSISSIPPI

CASE - HUTCHINSON, INC.
SURVEYING G. ENGINEERING
JACKSON, MISS. SCALE 1740 DEC. 26, 107.

Eighbet A



PLAT OF SURVEY FOR

T. M. HARKINS

SITUATED IN SECTION 15, T7N-R2E, MADISON COUNTY,
MISSISSIPPI

GASE - HUTCHINSON, INC. SURVEYING & ENGINEERING JACKSON, MISS. SCALE. 1-10 JAN. 5, 1973

Exhibit B

PROTECTIVE COVENANTS AFFECTING NATCHEZ TRACE VILLAGE

- 1. The property conveyed herein shall be known and described as residential property and no structure shall be erected, placed, altered, or permitted to remain on said lot other than a residential building meeting the specifications and requirements heremafter set out; however, nothing herein contained shall be construed in such a way as to prohibit the continued use and maintenance of a water well or pumping system to be installed in and around the property, provided the operation of said wells and water system over and across any of the property does not interfere with the construction of homes on any of the lots.
- 2. No dwelling house shall be constructed on the said lot having an area of less than 1,800 square feet of living area for a one story house, nor having less than 1,200 square feet of living on the lower floor of a one and one-half or a two story house.
- No noxious or offensive activities shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- tions to the Board of Governors of Natchez Trace Village, hereinafter provided for, and approval of such structure must hereinafter be obtained from the said Board of Governors prior to construction.
 - 5. No changes or alterations shall be made after the original construction of the structure on a lot until such plans and specifications for the alterations have been submitted to, and approved, in writing, by the Board of Governors of Natchez Trace Village as said Board is hereinafter set out.
 - 6. The owner of the property shall keep the grass on said property neatly cut and shall keep the property free of weeds, litter and rubbish of all kinds.
 - 7. All septic tanks shall be installed in accordance with the requirements of the Mississippl State Board of Health and shall not be put in use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.
 - 8. No trailer, other than a hoat trailer, shall be placed or maintained on said property.
 - This property may not be resubdivided; however, nothing herein contained shall prevent the owner of two (2) adjoining lots from treating the combined area of the two (2) lots as one (1) building lot, in which event the set back line for building purposes shall be construed and interpreted to apply to the outside lines of the two (2) combined lots and not to the line which is common to both lots.
 - No dwelling shall be located on any residential lot nearer than 50 feet to the front lot line, nor nearer than 25 feet to any side lot line.
 - 11. It is understood and agreed that the land conveyed herein shall be bound by the rules and regulations formulated by the Board of Governors of Natchez Trace Village, which Board of Governors shall consist of Lewis L. Culley, Jr., Gus Noble and Lewis L. Culley, Sr., and Lewis L. Culley, Jr., Gus Noble and Lewis L. Culley, Sr., shall serve as members of the said Board of Governors until such time as ten (10) homes in an area to be known as Natchez Trace Village shall be constructed and occupied by permanent residents. In the event the said Lewis L. Culley, Jr., Gus Noble or Lewis L Culley, Sr., shall die while serving as members of the Board of Governors, then the other members of the Board of Governors shall appoint another person to serve as a member of said Board of Governors until such time as ten (10) homes have been constructed and are occupied by permanent residents, and said other member shall serve for a term of office to be determined by the original members of the Board of Governors. In the event all of the original Board of Governors shall die while serving as a member of the Board of Governors, the owners of the remaining property in Natchez Trace Village shall meet at a time and place to be determined by the owner of the majority of the property, and three members shall be elected to serve until such time as ten (10) homes are constructed and actually occupied by permanent residents. When ten (10) homes are actually constructed and occupied by permanent residents, then, on the second Monday of each May thereafter there shall be held a meeting of the then owners of the various lots of the said subdivision, which meeting is to be held at 7.00 o'clock P.M., at a place to be designated in a written notice posted at the main entrance to the property, which said meeting shall be for the purpose of electing members to the Board of Governors. An owner shall have the right to east one (1) vote for each lot owned in the subdivision and said vote may be either in person or by proxy. If a lot has more than one owner, said approach the control of the lot owner shall be entitled to only one (1) vote. Any member of the Board shall be elected by a majority of the lot owners young at owners shall be entitled to only one (1) vote. Any member of the Board shall be elected by a majority of the lot owners voting at this meeting
 - 12. The Board of Governors may make such rules and regulations affecting the use of the subject property as they so desire, said rules and regulations to include, but are not limited to the following
 - Any structure for mooring boats to be erected shall be first submitted to the Board of Governors with complete plans and specifications, which specifications shall require construction of treated lumber and said structure must be approved by the Board of Governors as to the width, height, location, design and specifications of any structure. No structure of wood shall be erected that is not neatly painted with two (2) coats of paint. No piers or any other structure shall be erected or shall extend into the lake abutting the property, said lake being known as the Natchez Trace Village Lake.
 - (b) With the permission of the Board of Governors lot owners may permit guests to maintain boats on their property, provided that such privileges do not interfere with the other property owners rights and privileges; however, no boat of any kind owned by any person other than the owner of the lot in the hereinabove described land shall be allowed to be moored or maintained in any adjacent water on a permanent basis.
 - (c) The owner of each lot except the owner of Natchez Trace Village shall annually pay a maintenance charge for the purpose of creating a fund to be known as the "Natchez Trace Maintenance Fund". The amount of the annual charge may be fixed by the Board of Governors but, in no event, shall exceed Fifty Dollars and 00/100 (\$50 00) per year, per lot. The purpose of the maintenance fund, among other things, may include but is not limited to the upkeep of public right-of-ways, insect control, employment of a watchman, repair and maintenance of any facility designed for the benefit of the property owners in the subdivision and the payment of any taxes on any facility which provides for the general benefit of the lot owners.
 - (d) The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out, which rules and regulations in the opinion of the Board of Governors shall add to the beneficial use of the subject property and shall contribute to the safety and beauty of the property.
 - 13. All homes shall be for the purposes of single family residential dwellings, and no dwelling shall ever be financed in any manner or mortgaged to any lender which is guaranteed by the Federal Housing Administration, the Veterans Administration or any other institution whose loan would be insured by the United States of America or its agents.
 - The owner of the lot conveyed herein shall have the perpetual right to use the entire lake known as Natchez Trace Village Lake, and the owners of lots abutting on the lake shall use their lot as a means of ingress and egress to said lake. As to owners of lots which do not abut the lake, said owner shall be provided, along with other owners of lots not abutting the lake, with a common means of ingress and egress to the lake.
 - 15. All homes constructed on corner lots must face the point of intersection of the two streets abutting said lot.
 - 16. No entrance to any garage or carport shall face the street which abuts said lot.
 - 17. Enforcement shall be by proceedings at law or in equity against any person violating, or attempting to violate any covenant.
 - 18. Invalidation of any 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.
 - 19. These covenants shall run with the land and shall be binding on all persons for a period of twenty-five (25) years from the date of this instrument, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by two-thirds (2/3) of the then owners of the lots in Natchez Trace Village has been recorded, agreeing to the change in said covenants in whole or in part, or to revoke the covenants entirely

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I, W. A. Siros, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of March, 1973, at 7.00 o'clock A.M., and was doly recorded on the 20 day of Duch, 1923 Book No. 30 on Page 196 in my office.

Witness In Change and seal of office this the 20. STATE OF MISSISSIRPI, County of Madison: not was doly recorded on the 20 day of was done of the 20 of Day of W. A. SIMS, Clerk

By Academy D. C.