

WARRANTY DEED

BOOK 103 PAGE 600

INDEXED

NO. 3647

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, ROY D. WIGFIELD does hereby sell, convey and warrant unto FRANK B. DRUMMONDS and wife, NINA G. DRUMMONDS, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in the NW 1/4 of the SW 1/4 of Section 25, Township 8 North, Range 1 West, Madison County, Mississippi, described as follows, to-wit:

Commencing at the NW corner of the NW 1/4 of the SW 1/4, Section 25, Township 8 North, Range 1 West, run thence South 89 degrees 26 minutes East along the North line of the SW 1/4 of Section 25 for a distance of 990.00 feet to a point, said point being the point of beginning of the parcel herein described; from the aforesaid point of beginning, run thence South 89 degrees 26 minutes East for a distance of 330.00 feet to a point; run thence South 00 degrees 34 minutes West for a distance of 1295.00 feet to a point; run thence North 89 degrees 26 minutes West for a distance of 330.00 feet to a point; run thence North 00 degrees 34 minutes East for a distance of 1295.00 feet to the point of beginning, containing 10.0 acres, more or less.

Ad valorem taxes for the year 1973 on above-described property are to be paid by the Grantor herein, and the Grantees will reimburse the Grantor for their pro rata share of said taxes.

Excepted from the warranty of this conveyance is one-half (1/2) of all oil, gas and other minerals reserved by prior owners. The Grantees herein are hereby granted one-fourth (1/4) of all oil, gas and other minerals in connection with above-described property, and one-fourth (1/4) is reserved unto the Grantor.

A further exception to the warranty hereof is those certain restrictive covenants recorded in Book 396 at Page 233 of the records on file in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE this the 2 day of September, 1973.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

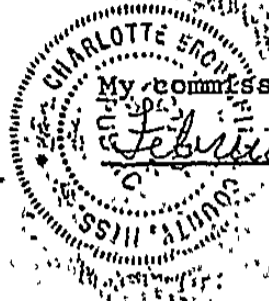
Roy D. Wigfield  
ROY D. WIGFIELD

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ROY D. WIGFIELD, who acknowledged that he signed and delivered the foregoing Warranty Deed on



the day and year therein mentioned.

Given under my hand and seal, this the 7 day of September, 1973.



My commission expires:

February 16, 1975

Charlotte Brown  
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 10 day of September, 1973, at 9:00 o'clock A. M., and was duly recorded on the 11 day of Sept., 1973, Book No. 132 on Page 600 in my office.

Witness my hand and seal of office, this the 11 of Sept., 19 73

W. A. SIMS, Clerk.

By W. A. Sims, D. C.

Jackson, Miss.

THE STATE OF MISSISSIPPI

BOOK 132 PAGE 602

NO. 3652

County of MADISON

INDEXED

IN CONSIDERATION OF The Sum of Ten Dollars (10.00) and other good and valuable considerations, cash in hand paid to the undersigned, the receipt and sufficiency of which is hereby acknowledged, I, Beatrice McHarris, the Undersigned, do hereby sell:

Convey and warrant to Melvin Buggs (Single)  
Rt. 1 Box 207B - Madison, Miss.

the land described as Point of Beginning being a metal fence post marking the Southwest Corner of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 11, Township 7 North, Range 1 East, Madison County, Ms. also being the Southwest Corner of a 20 acre tract recorded in Book 126, page 380 in the Office of the Chancery Clerk of the said County; from thence run North along the Fence line 160 feet; thence run East 272 feet; thence South 160 feet; thence run West 272 feet to the Point of Beginning and containing one acre only, and situated in the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 11, Township 7 North, Range 1 East, Madison County, Ms.

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

Witness signature the 22nd day of August A. D., 19 73

WITNESS:

[Signature]

Mrs. Beatrice McHarris



FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Miss Gertrude L. Johnson, does hereby sell, convey and warrant unto Charles David Holmes and Diane Brown Holmes, as joint tenants and not as tenants in common, with right of survivorship, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, and being more particularly described as follows, to-wit:

The west half of Lot 27 and all of Lots 28 and 29 in Block "A" as shown by plat of Winter Haven Addition or subdivision to the City of Canton, Mississippi which plat is of record in Plat Book No. 2 at page 5 in the Chancery Clerk's Office of Madison County, Mississippi; subject to a right-of-way and easement 10 feet wide off the north end of said property in favor of Canton, Mississippi, which easement and right-of-way was conveyed to the City of Canton, Mississippi, by deed recorded in Deed Book 21, at page 290 of the records of said county.

All ad valorem taxes for year 1973 are to be prorated by and between the parties hereto as of the date of this instrument.

WITNESS my signature this 4th day of September, 1973.

Miss Gertrude L. Johnson  
MISS GERTRUDE L. JOHNSON

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Miss Gertrude L. Johnson who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal this 4th day of

September, 1973.

Myleen C. Bouchesquis

My commission expires:

11-22-73

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10 day of September, 1973 at 9:00 o'clock A. M., and was duly recorded on the 11 day of Sept., 1973 Book No. 132 on Page 604 in my office.

Witness my hand and seal of office, this the 11 of Sept., 1973

W. A. SIMS, Clerk

By S. R. Sims, D. C.

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WARRANTY DEED

BOOK 132 PAGE 605

INDEXED

NO. 3655

IN CONSIDERATION of Ten (\$10.00) Dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, LESTER SMITH, do hereby convey and warrant unto ANGIELINE SMITH the following described property lying and being situated in Madison County, Mississippi, to-wit:

All that part of 14 4/9 acres off of the west side of S 1/2 of SW 1/4 of Section 23, Township 10 North, Range 5 East, Madison County, Mississippi, which lies south and east of the public road, being 3.52 acres, more or less.

The above land is no part of the homestead of grantor.

WITNESS MY SIGNATURE, this the 26 day of July, 1973

*Lester Smith*  
LESTER SMITH

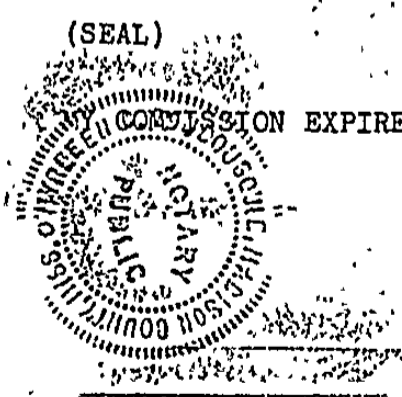
STATE OF MISSISSIPPI  
MADISON COUNTY

PERSONALLY appeared before me, the undersigned authority in and for said county and state aforesaid, the within named LESTER SMITH, who acknowledged that he executed and delivered the foregoing instrument as his voluntary act and deed, on the day therein specified.

WITNESS MY SIGNATURE AND seal of office, this the 26 day of

*July*, 1973:

*Myrdon C. Boudougen*  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

T. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10 day of September, 1973, at 9:00 o'clock A.M., and was duly recorded on the 11 day of Sept, 1973 Book No. 132 on Page 605 in my office.

Witness my hand and seal of office, this the 11 of Sept, 1973

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

WARRANTY DEED

BOOK 332 PAGE 606

No. 3635

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, and for the further consideration of the assumption and agreement by grantees herein to pay the balance of the indebtedness evidenced by that certain deed of trust dated September 3, 1971, executed by grantors herein in favor of W. V. Ludlam, Jr., Trustee for Magnolia Federal Savings & Loan Association, as shown by instrument recorded in Book 382, at page 745 of the records in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, we, the undersigned, HOMER P. CORNISH, JR. and wife, LORENA M. CORNISH, do hereby sell, convey and warrant unto MILTON C. QUINN and wife, EMMA GENE QUINN, 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:

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Parcel No. 1: A lot or parcel of land fronting 190.0 feet on the west side of Highland Colony Road running along the east side of Block #22 in the Town of Ridgeland, Madison County, Mississippi, and being more particularly described as a strip of land 190.0 feet in width evenly off the north end of the East One-half of Lot 6, of Block 22 of the Highland Colony Subdivision, Section 30, Township 7 North, Range 2; East, Town of Ridgeland, Madison County, Mississippi, extending East and West 310 feet, more or less; LESS AND EXCEPT 100 feet off the entire North side.

Parcel No. 2: Commencing at the point where the north line of Lot 6, Block 22, Highland Colony, intersects the westerly line of a 40-foot unnamed County road, run thence southerly along the said line of said road 190 feet to the point of beginning; continue thence southerly along the westerly line of said County road 15 feet, thence westerly and parallel to the north line of said Lot 6, Block 22, for a distance of 310 feet, thence northerly and parallel with the westerly line of said County road 15 feet; thence westerly parallel to the northerly line of Lot 6, Block 22, for a distance of 310 feet, to the point of beginning, being also in the Town of Ridgeland, Madison County, Mississippi.

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

WITNESS our signatures, this the 5th day of September, 1973.

Homer P. Cornish, Jr.  
HOMER P. CORNISH, JR.

Lorena M. Cornish  
LORENA M. CORNISH

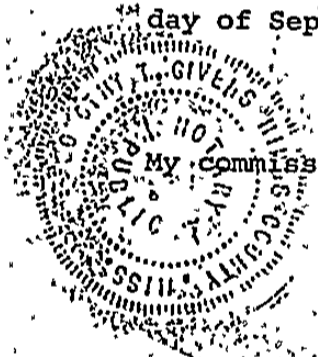
STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said county and state, the within named HOMER P. CORNISH, JR. and wife, LORENA M. CORNISH, 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 5th day of September, 1973.

Dorothy J. Green  
NOTARY PUBLIC



My commission expires:

3-17-77

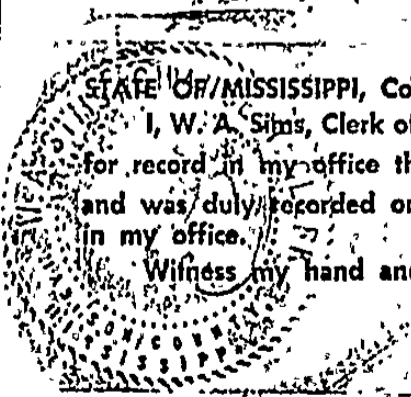
STATE OF MISSISSIPPI, County of Madison:

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 7 day of Sept., 1973 at 11:00 o'clock A. M., and was duly recorded on the 11 day of Sept., 19 73 Book No. 132 on Page 606 in my office.

Witness my hand and seal of office, this the 11 of Sept., 19 73

W. A. SIMS, Clerk

By Rashery, D. C.





BOOK 162 PAGE 608

No. 3662

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 which is hereby acknowledged, we, W. THAD COCHRAN, and ROSE C. COCHRAN, do hereby sell, convey and warrant unto MICHAEL J. WARD and ANN J. WARD, as joint tenants with full rights 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:

Lot 108 of Natchez Trace Village, Madison County, Mississippi, and being more particularly described by metes and bounds as follows, to-wit:

Commencing at the Southeast corner of the North Half (N/2) of the Southwest Quarter (SW/4) of Section 15, Township 7 North, Range 2 East, Madison County, Mississippi; run thence North along the line between the East Half (E/2) and West Half (W/2) of said Section 15 for a distance of 958 feet to a point; run thence South  $89^{\circ} 17'$  East 936.6 feet; thence South  $1^{\circ} 18'$  East 181.8 feet to the P. T. of a curve; run thence around a curve to the left whose radius is 415.8 feet a distance of 226.5 feet to the P. C. of said curve; run thence South  $32^{\circ} 31'$  East 399 feet to the P. T. of a curve; run thence South  $57^{\circ} 29'$  West 50 feet; turn thence to the left through an angle of  $90^{\circ} 00'$  and run around a curve to the right whose radius is 1885.0 feet for a distance of 71.8 feet to the point of beginning of the lot herein described; continue thence around the aforementioned curve to the right whose radius is 1885.0 feet for a distance of 119.0 feet to the P. C. of said curve; run thence South  $26^{\circ} 43'$  East 21 feet; thence South  $63^{\circ} 17'$  West 300 feet; thence North  $26^{\circ} 43'$  West 140 feet; thence North  $63^{\circ} 17'$  East 296.8 feet back to the point of beginning, said land herein described being located in the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) and the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section 15, Township 7 North, Range 2 East, Madison County, Mississippi, and containing 0.96 acres.

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The warranty of this conveyance is subject to the following:

(a) The restrictive covenants contained in instrument filed for record in the office of the Chancery Clerk of Madison County, Mississippi on February 19, 1964 and recorded in Book 91, at page 438.

(b) Prior reservation of portions of the oil, gas and other minerals in, on and under the subject property, but the grantors do hereby sell, convey and quitclaim unto the grantees herein all of their right, title and interest in and to said oil, gas and other minerals.

Grantors herein hereby transfer and assign unto grantees, all of their right, title and interest in and to the roads and streets surrounding and in the vicinity of Natchez Trace Village, which rights were heretofore conveyed to them.

Grantees herein assume and agree to pay the applicable ad valorem taxes for the year 1973.

WITNESS OUR SIGNATURES this the 14<sup>th</sup> day of August, 1973.

Rose C. Cochran  
ROSE C. COCHRAN

W. Thad Cochran  
W. THAD COCHRAN

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named ROSE C. COCHRAN and W. THAD COCHRAN, who acknowledged to me that they

BOOK 152 PAGE 610

signed and delivered the foregoing instrument on the day and in the year therein written.

Given under my hand and official seal on this the 14<sup>th</sup> day of August, 1973.

Ruby B. Hoblitz  
NOTARY PUBLIC

My Commission Expires:

Commission Expires September 4, 1974



**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 hereinafter 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.
3. 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.
4. No type structure shall be erected on any of the lots in said subdivision without prior submission of the plans and specifications 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 Mississippi 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 boat trailer, shall be placed or maintained on said property.
9. 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.
10. 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 cast 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 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.

any member of the Board shall be elected by a majority of the lot owners voting at this meeting.

BOOK 132 PAGE 612

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:

(a) 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

14. 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.

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 10th day of September, 1973 at 1:45 o'clock P. M., and was duly recorded on the 11 day of Sept., 1973, Book No. 132 on Page 608 in my office.

Witness my hand and seal of office, this the 11 of Sept., 1973

W. A. SIMS, Clerk

By A. Ashberry, D. C. /

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, MARTHA ANN STEED do hereby convey and warrant unto JUANITA B. STEED, all of my INDEXED right, title and interest in and to the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A certain parcel of land lying and being situated in Section 13 and 24, Township 7 North, Range 1-East, Madison County, Mississippi and being more particularly described as follows:

Beginning at the Section corner common to Sections 13, 14, 23, and 24, Township 7 North, Range 1 East; thence North 00 degrees 24 minutes East 992.1 feet; thence North 88 degrees 00 minutes East 663.69 feet; thence South 00 degrees 19 minutes East 337.0 feet; thence South 87 degrees 22 minutes East 702.47 feet; thence South 01 degrees 08 minutes East 1130.0 feet; thence South 89 degrees 46 minutes West 340.0 feet; thence North 30 degrees 05 minutes West 577.86 feet; thence North 87 degrees 37 minutes West 761.45 feet to the point of beginning; containing 31.1 acres.

WITNESS my signature this the 30th day of August, 1973.

*Martha Ann Steed*  
Martha Ann Steed

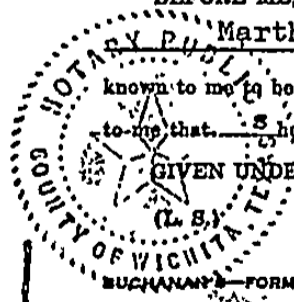
STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF WICHITA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Martha Ann Steed, a single woman

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of September A. D. 1973

*Johnie A. Tucker*  
Johnie A. Tucker  
Notary Public, Wichita County, Texas

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11 day of September, 1973 at 9:30 o'clock A.M., and was duly recorded on the 18 day of Sept., 1973, Book No. 132 on Page 613 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973



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

For Release  
See Book 134 page 150  
W. A. Sims, C.C.  
By - Ruby J. Sims, D.C.

BOOK 132 PAGE 614

WARRANTY DEED

NO. 3666

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, and the further consideration of the execution by the Grantees herein of one promissory note in the principal sum of FOURTEEN THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$14,680.) being due and payable on January 10, 1974, with accrued interest on the unpaid balance at 7% per annum, being payable at maturity, as secured by a deed of trust of even date herewith covering the hereinafter described property, I, JOHN E. THORN, JR., do hereby sell, convey and warrant unto LARRY L. BOUCHILLON and wife, MARTHA E. BOUCHILLON, 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 County of Madison, State of Mississippi, more particularly described as follows, to-wit:

INDEXED

A parcel of land situated in the S $\frac{1}{2}$  of Section 12, T7N, R1E, Madison County, Mississippi, and being more particularly described as follows:

From the Northwest Corner of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 12, T7N, R1E, run South 1 deg. 36 minutes West 1400.18 feet to the POINT OF BEGINNING; run thence South 1 deg. 36 minutes West 603.25 feet to a point; run thence South 86 deg. 12 minutes East 730.00 feet to a point; run thence North 1 deg. 36 minutes East 608.13 feet to a point; run thence North 86 deg. 35 minutes West 730.01 feet to the POINT OF BEGINNING, said parcel containing 10.14 acres, more or less.

This deed and its warranty is hereby made subject to any encroachments by adjoining landowners.

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

This deed is also made subject to that certain instrument dated July 15, 1950, recorded in Book 200 at page 202, executed by C. L. Castle to the owners of Lots in Lake Haven of Rest Subdivision, agreeing that he would not permit wells to be drilled in search of oil in the lake or on any of the lots in the subdivision or within 200 feet thereof.

This deed is also made subject to that certain right-of-way instrument executed by Ashcot, Inc., to South Central Bell Telephone Company, dated February 21, 1973, recorded in Book 130, at page 381 in said Clerk's Office.

This deed is also made subject to that certain right-of-way instrument executed by Ashcot, Inc., to Shell Pipeline Corporation, dated December 10, 1971, recorded in Book 125 at page 293 in said Clerk's Office.

This conveyance is also made subject to all prior oil, gas and mineral reservations pertaining to said property.

There is excepted from the warranty hereinabove and from this conveyance all existing rights of way over and across the West side of the hereinabove described property as presently reflected by a hard-surface roadway, it being specifically understood by and between the parties hereto that ingress and egress across the West side of said property has no specific delineation and the said property is conveyed subject to such rights of ingress and egress as presently exist across the West side of said property.

It is specifically understood and agreed that no more than two residences shall be constructed on the said lands for a period of twenty (20) years from the date hereof, unless specifically agreed to by the undersigned,

Advalorem taxes for 1973 are to be paid by the Grantee herein, the same having been prorated as of this date, and Grantee assumes and agrees to pay all taxes for the year 1974 and subsequent years.

Grantor herein hereby reserves and retains a vendor's lien to secure the payment of the above described indebtedness, however, payment of said indebtedness and cancellation of said deed of trust shall of itself constitute a cancellation of this vendor's lien.



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

WITNESS MY SIGNATURE, this the 2nd day of July, 1973

*John E. Thorn, Jr.*  
JOHN E. THORN, JR.

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named JOHN E. THORN, JR., who acknowledged that he signed, executed and delivered the above and foregoing instrument of writing on the day of its date and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3rd day of July, 1973.



*Patricia S. Butler*  
NOTARY PUBLIC

Commission Expires:  
4-18-76

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 11 day of September, 1973, at 9:00 o'clock A.M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 64 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973

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

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, and the further consideration of the execution by the grantees herein of one promissory note in the principal sum of FIFTY-FIVE THOUSAND & NO/100 (\$55,000.00) DOLLARS, being due and payable on January 10, 1974, with accrued interest on the unpaid balance at 7% per annum, being payable at maturity, as secured by a deed of trust of even date herewith covering the hereinafter described real property, I, JOHN E. THORN, JR., do hereby sell, convey and warrant unto LOUIS B. GIDEON, CHARLES A. LOTT, WILLIAM R. CANNADY and JAMES K. WALLACE, the following described real property lying and being situated in the County of Madison, State of Mississippi, particularly described as follows, to-wit:

INDEXED

Parcel of land situated in the S $\frac{1}{2}$  of Section 12, T7N, R1E, Madison County, Mississippi, and being more particularly described as follows:

From the NW corner of E $\frac{1}{2}$  of SW $\frac{1}{4}$  of said Section 12, T7N, R1E; thence South 01 degrees 36 minutes West for a distance of 1400.18 feet to the point of beginning of the property herein described; thence South 86 degrees 35 minutes East along the South line of Steijen property and the extension thereof for a distance of 1332.15 feet; thence South 74 degrees 48 minutes East along the South line of Lake Haven of Rest for a distance of 164.1 feet; thence South 89 degrees 09 minutes East along the South line of Lot 17 of Lake Haven of Rest for a distance of 168.4 feet; thence South 13 degrees 10 minutes West for a distance of 324.4 feet; thence South 03 degrees 34 minutes West for a distance of 870.0 feet to the North line of a County Road; thence North 86 degrees 12 minutes West along the North line of said road for a distance of 1563.3 feet; thence North 01 degrees 36 minutes East for a distance of 1206.5 feet to the point of beginning, containing 44.14 acres, more or less.

LESS AND EXCEPT the following parcel: From the Northwest Corner of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 12, T7N, R1E, run South 1 deg. 36 minutes West 1400.18 feet to the POINT OF BEGINNING; run thence South 1 deg. 36 minutes West 603.25 feet to a point; run thence South 86 deg. 12 minutes East 730.00 feet to a point; run thence North 1 deg. 36 minutes East 608.13 feet to a point; run thence North 86 deg. 35 minutes West 730.01 feet to the POINT OF BEGINNING, said parcel containing 10.14 acres, more or less.

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

This deed is also made subject to that certain instrument dated July 15, 1950, recorded in Book 200 at page 202, executed by C. L. Castle to the owners of lots in Lake Haven of Rest Subdivision, agreeing that he would not permit wells to be drilled in search of oil in the lake or on any of the lots in the subdivision or within 200 feet thereof.

This deed is also made subject to that certain right-of-way instrument executed by Ashcot, Inc., to South Central Bell Telephone Company dated February 21, 1973, recorded in Book 130 at page 381 in said clerk's office.

This deed is also made subject to that certain right-of-way instrument executed by Ashcot, Inc. to Shell Pipe Line Corporation, dated December 10, 1971, recorded in Book 125 at page 293 in said clerk's office.

This conveyance and its warranty are also made subject to all prior oil, gas and mineral reservations pertaining to said property.

There is excepted from the warranty hereinabove and from this conveyance all existing rights of way or easements across the East and West sides of the hereinabove described property as presently reflected by gravel roadways on the East side thereof and a hard-surface roadway on the West side, it being specifically understood by and between the parties hereto that such ingress and egress has no specific delineation of boundaries across said property and the hereinabove described property is conveyed subject to such existing rights of ingress and egress across the property. Grantor herein specifically excepts, reserves and retains unto himself a perpetual non-exclusive right-of-way over and across the East side of subject property, including but not limited to the existing roadways, to the South side of a parcel of land briefly described as part of Lot 19 of Lake Haven of Rest, later known as Lake Castle, for purposes of ingress and egress.

Advalorem taxes for 1973 are to be paid by the grantee herein, the same having been prorated as of this date, and grantee assumes and agrees to pay all taxes for the year 1974 and subsequent years.

The warranty of this conveyance is hereby made subject to any encroachments by adjoining land owners.

Grantor herein hereby reserves and retains a vendor's lien to secure the payment of the above described indebtedness, however, payment of said indebtedness and cancellation of said deed of trust shall of itself constitute a cancellation of this vendor's lien.

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

WITNESS MY SIGNATURE, this the 9th day of July, 1973.

*John E. Thorn Jr.*  
JOHN E. THORN, JR.

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named JOHN E. THORN, JR., who acknowledged that he signed, executed and delivered the foregoing instrument of writing on the day of its date and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 9th day of July, 1973.

*Bernita Harlan*  
NOTARY PUBLIC

My Commission Expires:

Jan. 25, 1975



RECORDED  
INDEXED  
JUL 12 1973  
B. E. OSWALD, JR.  
CLERK

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11 day of September, 1973, at 9:00 o'clock A. M., and was duly recorded on the 18 day of Sept., 1973, Book No. 132 on Page 617 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973

W. A. SIMS, Clerk

By *J. R. Ashberry*, D. C.

No. 3679

BOOK 132 PAGE 620  
WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, NORMA TUCKER, do hereby sell, convey and warrant unto E. B. McDANIEL and wife, GLADYS D. McDANIEL, as joint tenants with full rights of survivorship and not as tenants in common, the following described property located in Madison County, Mississippi, to-wit:

The S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , and the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 36, Township 12 North, Range 3 East, containing 60 acres, more or less.

It is the intention of the Grantor herein to convey to the Grantees hereby that property conveyed to Grantor by deed filed for record June 21, 1939, and recorded in Book 12 at Page 397 in the office of the Chancery Clerk of Madison County, Mississippi.

SUBJECT TO THE FOLLOWING:

State of Mississippi, County of Madison ad valorem taxes for the year 1973 to be paid by the Grantees.

Grantor reserves an undivided one-half interest in and to all oil, gas and other minerals in, on or under the above described property.

Madison County Zoning Ordinances.

WITNESS MY SIGNATURE, this 11<sup>th</sup> day of September, 1973.

NORMA TUCKER

By: Mary Wanda Stebbins  
MARY WANDA STEBBINS, ATTORNEY-IN-FACT

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, MARY WANDA STEBBINS, who acknowledged that she is the attorney-in-fact for Norma Tucker as evidenced by Power of Attorney recorded in Book 360 at Page 55 in the office of the Chancery Clerk of Madison County, Mississippi, and as such she did sign and deliver the above and foregoing instrument of writing as the act and deed of Norma Tucker.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 11<sup>th</sup> day of September, 1973.



My Commission Expires: 7-76

W. A. Sims  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:  
I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11 day of Sept., 1973, at 4:20 o'clock P.M., and was duly recorded on the 18 day of Sept., 1973, Book No. 132 on Page 620 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973

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

No. 3680

BOOK 132 PAGE 621

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid me and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, J. E. NOBLIN, JR., Grantor, do hereby convey and forever warrant unto WILLIAM H. PRICE AND W. D. ROBINSON, Grantees, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A certain plot of land located in the Southeast quadrant of the intersection of Mississippi Highway No. 43 with Mississippi Highway No. 16 located in Section 20, Township 9 North, Range 3 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows: From the concrete monument located at the southwest corner of East End Subdivision, the plat of said subdivision being filed in the Chancery Clerk's Office, Madison County, Mississippi, in Plat Book 2 on Page No. 4; run thence North 89 degrees 51 minutes 00 seconds East a distance of 351.58 feet to a concrete monument; thence run South 44 degrees 39 minutes 30 seconds West a distance of 258.85 feet to a concrete monument; thence run North 89 degrees 51 minutes 00 seconds East a distance of 68.15 feet to a concrete monument; thence run South 0 degrees 15 minutes 30 seconds East a distance of 365.00 feet to a concrete monument; thence run South 18 degrees 46 minutes 30 seconds West a distance of 215.38 feet to a concrete monument located at the point of intersection of the West right of way line of Evans Street with the North right of way line of Mississippi Highway No. 16; thence run South 21 degrees 08 minutes 30 seconds West a distance of 100.00 feet to an iron pin located on the South right of way line of Mississippi Highway No. 16; thence run North 68 degrees 51 minutes 00 seconds West along the South right of way line of Mississippi Highway No. 16 a distance of 196.60 feet to an iron pin; run thence South 46 degrees 56 minutes 00 seconds West a distance of 57.00 feet to an iron pin; then run thence South 1 degree 29 minutes

00 seconds east a distance of 142.30 feet to an iron pin, which said point is the point of beginning of the land herein described; from said point of beginning run thence South 04 degrees 35 minutes 00 seconds East a distance of 127.70 feet to an iron pin, thence run South 68 degrees 52 minutes 00 seconds East 129.70 feet to an iron pin; thence run North 20 degrees 26<sup>26</sup> minutes 00 seconds East 115.00 feet to an iron pin; thence run North 68 degrees 52 minutes 00 seconds West 183.70 feet to the point of beginning of the land herein described; located in Section 20, Township 9 North, Range 3 East, Madison County, Mississippi.

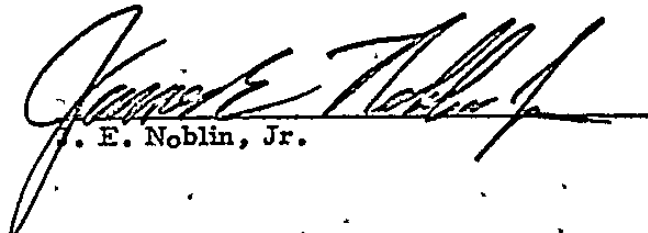
GEN

AND ALSO: A right of way and easement thirty five (35) feet in width evenly off of the east side of the Phillips 66 Service Station Lot situated north of and adjacent to said property for the purpose of ingress thereto and egress therefrom.

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

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1973 and subsequent years.
2. Any rights of way and easements for the public utilities and public streets.
3. Any conveyances, reservations and/or exceptions of mineral interests of record affecting said property. However, the Grantor intends to convey and does hereby convey, without warranty, all interest in oil, gas, and other minerals owned by him.
4. The City of Canton, Mississippi Zoning Ordinance of 1958, as amended.

WITNESS MY SIGNATURE on this the 4 day of September 1973.

  
J. E. Noblin, Jr.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, J. E. NOBLIN, JR., who acknowledged to me that he did sign and deliver the foregoing warranty deed on the date and for the purposes therein set forth.

GIVEN UNDER MY HAND and official seal of office on this the 4<sup>th</sup> day of September, 1973.

[Signature]  
Notary Public



MY COMMISSION EXPIRES:

My Commission Expires Dec. 11, 1973

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11<sup>th</sup> day of September, 1973, at 2:45 o'clock P. M., and was duly recorded on the 18 day of Sept., 1973, Book No. 132 on Page 621 in my office.

Witness my hand and seal of office, this the 18 of Sept., 19 73

W. A. SIMS, Clerk

By [Signature], D. C.



INDEXED

For a valuable consideration not necessary here to mention cash in hand paid to the grantors by the grantees herein, the receipt and sufficiency of which are hereby acknowledged, we, P. H. SUMMERLIN and NAOMI SUMMERLIN, husband and wife, do hereby convey and warrant unto WILLIE WATTS and ETHEL M. WATTS as joint tenants with rights of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

A parcel of land containing 1.5 acres, more or less, situated in the W 1/2 of NW 1/4 of Section 33, Township 10 North, Range 5 East, Madison County, Mississippi, that lies south of Mississippi Highway No. 16 more particularly described as:

Commencing at the northeast corner of the Henry Lee Myers property as recorded in Deed Book 127 at Page 489 thereof in the Chancery Clerk's Office for Madison County, Mississippi, and thence run north 26 degrees 08 minutes west 175.1 feet to a point on the south margin of Highway No. 16, thence North 55 degrees 52 minutes east 356.0 feet to a point, thence North 57 degrees 05 minutes east 395.3 feet to a point; thence south 35 degrees 11 minutes east 36.4 feet to an iron pin; thence north 56 degrees 36 minutes east 208.7 feet to an iron pin, being the point of beginning of the parcel here described, and from said point of BEGINNING run thence north 56 degrees 36 minutes east 208.7 feet to an iron pin; thence south 33 degrees 24 minutes east 313.0 feet to an iron pin; thence south 56 degrees 36 minutes west 208.7 feet to an iron pin; thence north 33 degrees 24 minutes west 313.0 feet to the point of beginning.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the year 1973, which shall be paid by grantors when due and payable.

WITNESS our signatures this 11th day of September, 1973.

P. H. Summerlin  
P. H. Summerlin

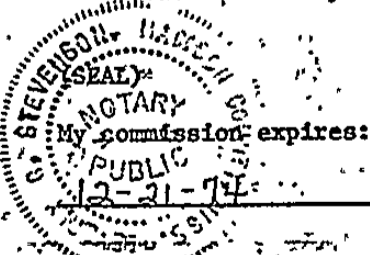
Naomi Summerlin  
Naomi Summerlin

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named P. H. SUMMERLIN and NAOMI SUMMERLIN, 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 11th day of September, 1973.

Beverly G. Stevenson  
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 11th day of September, 1973, at 2:20 o'clock P. M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 624.

In my office, this the 18 of Sept., 1973.  
W. A. SIMS, Clerk  
By S. Rasberry, D. C.

R

INDEXED

For a valuable consideration not necessary here to mention cash in hand paid to the grantors by the grantees herein, the receipt and sufficiency of which are hereby acknowledged, we, P. H. SUMMERLIN and NAOMI SUMMERLIN, husband and wife, do hereby convey and warrant unto BENNIE McCAIN and SALLIE McCAIN as joint tenants with rights of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

A parcel of land containing 1.5 acres, more or less, situated in the W 1/2 of NW 1/4 of Section 33, Township 10 North, Range 5 East, Madison County, Mississippi, that lies south of Mississippi Highway No. 16 more particularly described as:

Commencing at the northeast corner of the Henry Lee Myers property as recorded in Deed Book 127 at Page 489 thereof in the Chancery Clerk's Office for Madison County, Mississippi, and thence run north 26 degrees 08 minutes west 175.1 feet to a point on the south margin of Highway No. 16, thence North 55 degrees 52 minutes east 356.0 feet to a point, thence north 57 degrees 05 minutes east 395.3 feet to a point; thence south 35 degrees 11 minutes east 36.4 feet to an iron pin, being the point of beginning of the parcel here described, and from said point of BEGINNING run thence north 56 degrees 36 minutes east 208.7 feet to an iron pin; thence south 33 degrees 24 minutes east 313.0 feet to an iron pin; thence south 56 degrees 36 minutes west 208.7 feet to an iron pin; thence north 33 degrees 24 minutes west 313.0 feet to the point of beginning.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the year 1973, which shall be paid by grantors when due and payable.

WITNESS our signatures this 11th day of September, 1973.

P. H. Summerlin  
P. H. Summerlin

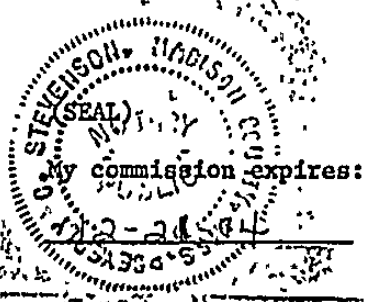
Naomi Summerlin  
Naomi Summerlin

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named P. H. SUMMERLIN and NAOMI SUMMERLIN, 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 11th day of September, 1973.

Beverly H. Stevenson  
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 11th day of September, 1973, at 2:28 o'clock P. M., and was duly recorded on the 18 day of Sept., 1973, Book No. 132 on Page 625 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973

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

BOOK 132 PAGE 626  
WARRANTY DEED

INDEXED

NO. 3686

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, and for the further consideration of the assumption on the part of the Grantees herein of the indebtedness secured by that certain Deed of Trust in favor of Bridges Loan & Investment Company, Inc., recorded in Book 386 at Page 697, in the office of the Chancery Clerk of Madison County at Canton, Mississippi, the undersigned, RICHARD H. JONES and wife, DIANE JONES, do hereby sell, convey and warrant unto LEONARD CHARLES JOHNSON and wife, PATRICIA ANN JOHNSON, as joint tenants with full rights of survivorship and not as tenants in common, the land and property situated in Madison County, Mississippi, described as follows, to-wit:

Lot 34, Northwood Subdivision, Part 1, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5 at Page 32, reference to which is hereby made in aid of and as a part of this description.

Excepted from the warranty hereof are any building restrictions, restrictive covenants, easements, rights of way and mineral reservations of record affecting the above described property.

For the considerations named herein, the Grantors do hereby sell, assign and deliver unto the Grantees herein all of their right, title and interest in and to any and all escrow funds held by the beneficiary of the above named deed of trust, or its assigns, for the payments of taxes and insurance and all insurance policies covering improvements located on the above described property.

Ad valorem taxes for the current year are to be prorated between the Grantors and Grantees herein as of the date of delivery

of this conveyance.

WITNESS OUR SIGNATURES this the 11th day of September, 1973.

Richard H. Jones  
RICHARD H. JONES

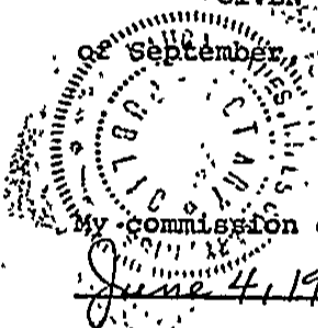
Diane Jones  
DIANE JONES

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Richard H. Jones and wife, Diane Jones, who acknowledged to me that they signed and delivered the above and foregoing instrument on the day and in the year therein mentioned.

GIVEN under my hand and official seal this the 11th day

September, 1973.



My commission expires:  
June 4, 1974

Laura James  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Simis, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office, this 12 day of September, 1973, at 9:00 o'clock A.M., and was duly recorded, on the 18 day of Sept., 1973, Book No. 132 on Page 626 in my office.

Witness my hand and seal of office, this the 18 of Sept., 19 73

W. A. SIMIS, Clerk

By SRasbey, D. C.

QUITCLAIM DEED

BOOK 132 PAGE 628

NO. 3687

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned MADISON COUNTY INDUSTRIAL PARK COMMISSION, THE CITY OF CANTON, MISSISSIPPI, and MADISON COUNTY, MISSISSIPPI, each, respectively, by its duly qualified and authorized officer, (hereinafter referred to as Grantor) does hereby convey and quitclaim unto P. C. GARNER the following described land and property, lying and being situated in the City of Canton, County of Madison, State of Mississippi, to-wit:

Tract F, less a lot out of the Northwest corner, of the Madison County Industrial Park Subdivision, as depicted on a plat thereof recorded in Plat Book 4 at Page 40 in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, and being more particularly described as commencing at the Northwest corner of Lot 1 of Presidential Heights Subdivision, as recorded in Plat Book 5 at Page 39 in the Chancery Clerk's Office, Madison County, City of Canton, Mississippi, and run South 83° 27' West 390.0 feet along the South margin of Matthews Avenue to a point on the West margin of Industrial Drive East; thence South 02° 48' West 381.2 feet along the west margin of Industrial Drive East to an iron pin, the point of beginning; thence South 620.0 feet along a fence line to a point in the curve of Industrial Drive East and Industrial Drive South; thence North 89° 30' West 110.0 feet to an iron pin; thence North 50.0 feet to an iron pin; thence North 89° 30' West 50.0 feet to an iron pin; thence South 50.0 feet to an iron pin; thence North 89° 30' West 584.3 feet along a fence line to an iron pin; thence North 01° 50' East 628.95 feet to an iron pin; thence East 439.14 feet along a fence line to an iron pin; thence South 17.0 feet along a fence line to an iron pin; thence East 285.0 feet along a fence line to the point of beginning; the tract being subject to or less and except the 100.0 feet radius curve in the Southeast corner, located at the intersection of Industrial Drive East and Industrial Drive South, and containing 10.435 acres, more or less, and all being situated in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4), Section 18, Township 9 North, Range 3 East, Madison County, Mississippi.

It is the intention of the Grantor herein that any and all of its right, title and interest in and to the land and properties described hereinabove and anything appurtenant thereto be conveyed unto the Grantee herein, whether such rights be expressly set forth herein or not.

This conveyance is hereby made expressly without any warranty whatsoever, it being the intention of the Grantor to convey the land and property described hereinabove by quitclaim and release only.

Grantor nevertheless hereby expressly excepts and reserves from this conveyance a right-of-way and easement for use as a railroad spur line on, over and across the above described property described as follows:

A strip of land twenty-five (25) feet in width running in a northerly direction generally along the course of the spur line as it now exists, said strip of land being bounded on the east by a line described as follows: Beginning at a point on the south boundary line of the property hereinabove described which is 12.5 feet measured easterly and perpendicularly from the center line of said spur line as it now exists and, from said point of beginning, run northerly in a gradual curve to the left to the north boundary line of the property hereinabove described, the most easterly point of said east right-of-way line to be situated one (1) foot west of the western extremity of the plant building (including eaves and loadings docks) presently situated on said property.

P. C. Garner, for valuable consideration, joins in this conveyance for the purpose of conveying, and he does hereby convey, the right-of-way and easement as hereinabove described unto Grantor.

IN TESTIMONY WHEREOF, witness the signature of the Grantor herein, acting by and through its duly authorized officers on this the 4<sup>th</sup> day of SEPTEMBER, 1973.

MADISON COUNTY INDUSTRIAL PARK COMMISSION

By: H. W. Mosby  
H. W. Mosby, President

MADISON COUNTY, MISSISSIPPI

By: A. B. Mansell, Jr.  
A. B. Mansell, Jr., President  
Board of Supervisors of  
Madison County, Mississippi

CITY OF CANTON, MISSISSIPPI

By: Harry S. Baldwin  
Harry S. Baldwin, Mayor

P. C. Garner  
P. C. Garner

ATTEST:  
W. A. Sims  
W. A. Sims, Clerk  
(SEAL)

ATTEST:  
Georgia S. Cobb  
Georgia S. Cobb, Clerk  
(SEAL)  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned state and county, the within named P. C. GARNER, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned, as and for his act and deed.

Given under my hand and official seal of office, this the 4<sup>th</sup> day of September, 1973.

By: Beverly H. Stevenson  
Notary Public

My Commission Expires:  
12-31-74  
(SEAL)

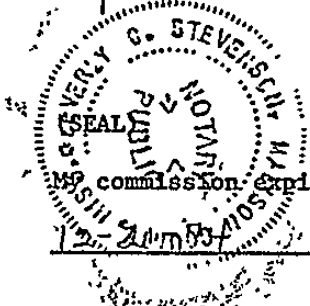
STATE OF MISSISSIPPI

BOOK 132 PAGE 630

COUNTY OF MADISON

Personally came and appeared before me, the undersigned authority in and for the state and county aforesaid, H. W. MOSBY, personall, known by me to be the President of the Madison County Industrial Park Commission, who acknowledged that for and on behalf of said Commission and as its act and deed he signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned for the intent and purposes therein expressed, having been first duly authorized to do so.

Given under my hand and official seal of office, this the 6<sup>th</sup> day of September, 1973.



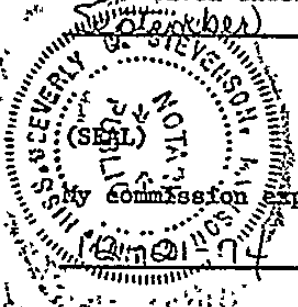
Beverly G. Stevenson  
Notary Public

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally came and appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named A. B. MANSELL, JR., and W. A. SIMS, personally known to me to be the President and Clerk, respectively, of the Board of Supervisors of Madison County, Mississippi, who each acknowledged that they signed and delivered the above and foregoing instrument for and on behalf of Madison County, Mississippi, and caused the seal of said County to be affixed thereto, each having been authorized so to do.

Given under my hand and official seal of office this the 5<sup>th</sup> day of September, 1973.



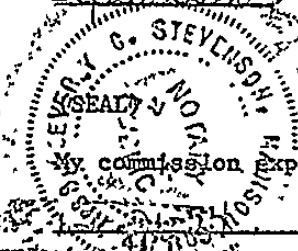
Beverly G. Stevenson  
Notary Public

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority, in and for the aforementioned jurisdiction, the within named HARRY S. BALDWIN and GEORGIE S. COBB, personally known to me to be the Mayor and Clerk, respectively, of the City of Canton, Mississippi, who each acknowledged that they signed and delivered the above and foregoing instrument for and on behalf of the City of Canton, Mississippi, and caused the seal of said City to be affixed thereto, each having been authorized so to do.

Given under my hand and official seal of office this the 5<sup>th</sup> day of September, 1973.



Beverly G. Stevenson  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 12 day of September, 1973, at 9:00 o'clock A. M., and was duly recorded on the 18 day of Sept., 1973, Book No. 132 on Page 628 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973

W. A. SIMS, Clerk  
By J. R. Ashberry, D. C.

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned KING LUMBER INDUSTRIES, INC., a Louisiana Corporation (successor by merger to King Lumber Industries, a Mississippi corporation) with its principal offices in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, acting by and through its duly authorized officer, does hereby convey and quitclaim unto P. C. GARNER the following described land and property, lying and being situated in the City of Canton, County, of Madison, State of Mississippi, to-wit:

INDEXED

1. Tract F, less a lot out of the Northwest corner, of the Madison County Industrial Park Subdivision, as depicted on a plat thereof recorded in Plat Book 4 at Page 40 in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, and being more particularly described as commencing at the Northwest corner of Lot 1 of Presidential Heights Subdivision, as recorded in Plat Book 5 at Page 39 in the Chancery Clerk's office, Madison County, City of Canton, Mississippi, and run South 83° 27' West 390.0 feet along the South margin of Matthews Avenue to a point on the West margin of Industrial Drive East; thence South 02° 48' West 381.2 feet along the West margin of Industrial Drive East to an iron pin, the point of beginning; thence South 620.0 feet along a fence line to a point in the curve of Industrial Drive East and Industrial Drive South; thence North 89° 30' West 110.0 feet to an iron pin; thence North 50.0 feet to an iron pin; thence North 89° 30' West 50.0 feet to an iron pin; thence South 50.0 feet to an iron pin; thence North 89° 30' West 584.3 feet along a fence line to an iron pin; thence North 01° 50' East 628.95 feet to an iron pin; thence East 439.14 feet along a fence line to an iron pin; thence South 17.0 feet along a fence line to an iron pin; thence East 285.0 feet along a fence line to the point of beginning; the tract being subject to or less and except the 100.0 feet radius curve in the Southeast corner, located at the intersection of Industrial Drive East and Industrial Drive South, and containing 10.435 acres, more or less, and all being situated in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4), Section 18, Township 9 North, Range 3 East, Madison County, Mississippi;

Also, any lands lying and being situated between the above described parcel of land and the center line of any roadways which are adjacent to said parcel of land.

2. The "planer-mill" building, blow-pipe system, the access road and any and all other equipment and easements and rights-of-way reserved unto this grantor in its deed to P. C. Garner, dated November 15, 1954, and recorded in Deed Book 59, Page 489, in the office of the Chancery Clerk of Madison County, at Canton, Mississippi.
3. The right of joint use of the railroad spur located on the property described in Paragraph No. 1 hereinabove and the access road located on said property and all other easements and rights-of-way retained and



reserved unto the grantor in its deed to P. C. Garner, dated June 16, 1955, and recorded in Deed Book 62, Page 286, located in the office of the Chancery Clerk in the County of Madison, at Canton, Mississippi.

- 4. All reservations of interest, easements, rights-of-way and preferential rights in, to and across that parcel of land described in Paragraph No. 1 hereinabove which was reserved unto the grantor in its deed to P. C. Garner, dated April 18, 1960, and recorded in Deed Book 79, Page 53, located in the office of the Chancery Clerk of Madison County at Canton, Mississippi.
- 5. In addition to the lands, property and rights set forth in Paragraphs No. 1 through 4 hereinabove, it is the intention of the grantor to convey unto the grantee any and all other rights, although not specifically set forth herein, in and to the lands and property described hereinabove and in and to anything appurtenant to such land and property.

This conveyance is hereby made expressly without any warranty whatsoever, it being the intention of the Grantor to convey the land and property described hereinabove by quitclaim and release only.

IN TESTIMONY WHEREOF, witness the signature of the Grantor herein, acting by and through its duly authorized officer, on this the 30th day of August, 1973.

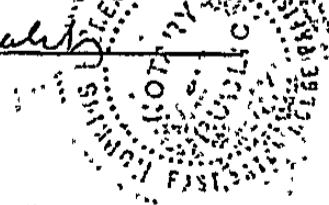
KING LUMBER INDUSTRIES, INC.

By: [Signature]  
G. H. King, Jr.,  
President

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

Personally came and appeared before me, the undersigned authority in and for the state and parish aforesaid, G. H. KING, JR., personally known by me to be the President of King Lumber Industries, Inc., a Louisiana corporation, who acknowledged that for and on behalf of said corporation and as its act and deed he signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned for the intent and purposes therein expressed, having been first duly authorized to do so.

Given under my hand and official seal of office, this the 30th day of Sept, 1973.

[Signature]  
Notary Public  


(SEAL)

My commission expires:

at my death

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 12th day of September, 1973, at 9:00 o'clock A.M., and was duly recorded on the 18th day of Sept., 1973, Book No. 132 on Page 631 in my office.

Witness my hand and seal of office, this the 18th of Sept., 1973

W. A. SIMS, Clerk

By [Signature], D. C.

STATE OF MISSISSIPPI

BOOK 132 PAGE 633

COUNTY OF MADISON

SPECIAL WARRANTY DEED

INDEXED

FOR TEN DOLLARS (\$10.00) and other good and valuable consideration, P. C. GARNER and MRS. JEWEL D. GARNER, husband and wife, Grantors, do hereby sell, convey, and warrant specially unto GILBERT & RYAN, INC., Grantee, the following described land and property located in Madison County, Mississippi, described as follows:

Tract F, less a lot out of the Northwest corner, of the Madison County Industrial Park Subdivision, as depicted on a plat thereof recorded in Plat Book 4 at Page 40 in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, and being more particularly described as commencing at the Northwest corner of Lot 1 of Presidential Heights Subdivision, as recorded in Plat Book 5 at Page 39 in the Chancery Clerk's office, Madison County, City of Canton, Mississippi, and run South 83° 27' West 390.0 feet along the South margin of Matthews Avenue to a point on the West margin of Industrial Drive East; thence South 02° 48' West 381.2 feet along the West margin of Industrial Drive East to an iron pin, the point of beginning; thence South 620.0 feet along a fence line to a point in the curve of Industrial Drive East and Industrial Drive South; thence North 89° 30' West 110.0 feet to an iron pin; thence North 50.0 feet to an iron pin; thence North 89° 30' West 50.0 feet to an iron pin; thence South 50.0 feet to an iron pin;

thence North 89° 30' West 584.3 feet along a fence line to an iron pin; thence North 01° 50' East 628.95 feet to an iron pin; thence East 439.14 feet along a fence line to an iron pin; thence South 17.0 feet along a fence line to an iron pin; thence East 285.0 feet along a fence line to the point of beginning; the tract being subject to or less and except the 100.0 foot radius curve in the Southeast corner, located at the intersection of Industrial Drive East and Industrial Drive South, and containing 10.435 acres, more or less, and all being situated in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4), Section 18, Township 9 North, Range 3 East, Madison County, Mississippi.

Grantors, for the same consideration, do hereby sell, convey and quitclaim unto Grantee the following:

Any and all right, title and interest which Grantors may own in any lands lying between the above described parcel of land and the center line of any roadways or streets which are adjacent to said parcel of land, and all easements and rights-of-way on said property, together with the rails, angle bars, cross ties and other attachments located on the spur track of the Sellers extending in a South and southwesterly direction from the South line of that parcel of land described hereinabove to the point of connection with the right-of-way and track of the old C & C Railroad Company; and, that easement, created under the deed referred to hereinabove, lying between said Southern boundary and said railroad right-of-way and track and being 50 feet in width, of which the above mentioned spur track is the center, for the continued use and maintenance of said spur track.

Excluded from the special warranty herein are all oil, gas and minerals, zoning and subdivision building restrictions, covenants and ordinances.

Ad valorem taxes for the current year have been

prorated as of sale date.

WITNESS OUR SIGNATURES, this 10<sup>th</sup> day of September, 1973.

P. C. Garner  
P. C. GARNER

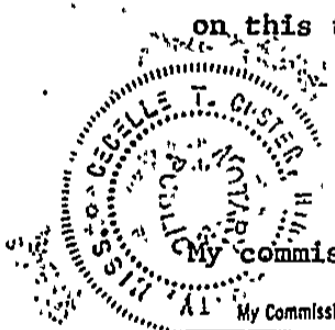
Mrs. Jewel D. Garner  
MRS. JEWEL D. GARNER

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the under-  
signed authority in and for the jurisdiction aforesaid, the  
within named P. C. GARNER and MRS. JEWEL D. GARNER, husband  
and wife, who jointly and severally acknowledged that they  
signed and delivered the above and foregoing Special Warranty  
Deed on the day and year therein set forth.

GIVEN under my hand and official seal of office,  
on this the 10<sup>th</sup> day of September, 1973.



Cecelle T. Custer  
NOTARY PUBLIC

My commission expires:  
My Commission Expires May 21, 1975

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
for record in my office this 12<sup>th</sup> day of September, 1973, at 9:00 o'clock A.M.,  
and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 633  
in my office.



Witness my hand and seal of office, this the 18 of Sept., 19 73

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

WARRANTY DEED

BOOK 132 PAGE 636

No. 3690

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 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 Twenty-seven (27) 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, being particularly described by metes and bounds as follows, to-wit:

Beginning at the southwest corner of the Ken B. Jacobs property, as recorded in Deed Book 117, at page 156 of the Chancery Records of Madison County, Mississippi, and run thence north 2 degrees 59 minutes west along the west boundary of the said Jacobs property, 215.15 feet; run thence north 88 degrees 53 minutes west 140.00 feet; run thence south 2 degrees 56 minutes east 216.18 feet to the north right of way line of Mescalero Way, run thence south 89 degrees 17 minutes east 140.00 feet to the point of beginning; being situated in the SE $\frac{1}{4}$  of Section 15, Township 7 North, Range 2 East, Madison County, Mississippi.

AND:

Lot Twenty-eight (28), 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 southwest corner of the Ken B. Jacobs property, as recorded in Deed Book 117, at page 156 of the Chancery Records of Madison County, Mississippi, and run thence north 89 degrees 17 minutes west along the north right of way line of Mescalero Way, 140.00 feet to the point of beginning for the property herein described; run thence north 2 degrees 56 minutes west 216.18 feet; run thence north 88 degrees 53 minutes west 140.00 feet; run thence south 2 degrees 56 minutes east 217.18 feet to the north right of way line of Mescalero Way; run thence south 89 degrees 17 minutes east along the north right of way line of Mescalero Way, 140.00 feet to the point of beginning; being situated in the SE $\frac{1}{4}$  of Section 15, Township 7 North, Range 2 East, Madison County, Mississippi.

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 four-fifths of the minerals reserved in deeds to Lewis L. Culley, which are recorded in Book 67, at pages 230, 232, 234 and 236 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-half interest in and to all of the oil, gas and other minerals.

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

The Grantee and 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 signatures, this the 23rd day of February, 1973.

  
LEWIS L. CULLEY, JR.

  
BETHANY W. CULLEY

STATE OF MISSISSIPPI  
COUNTY OF HINDS

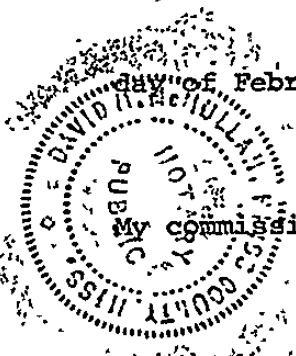
BOOK 132 PAGE 638

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 foregoing instrument on the day and date therein stated.

Given under my hand and seal of office, this the 23rd day of February, 1973.

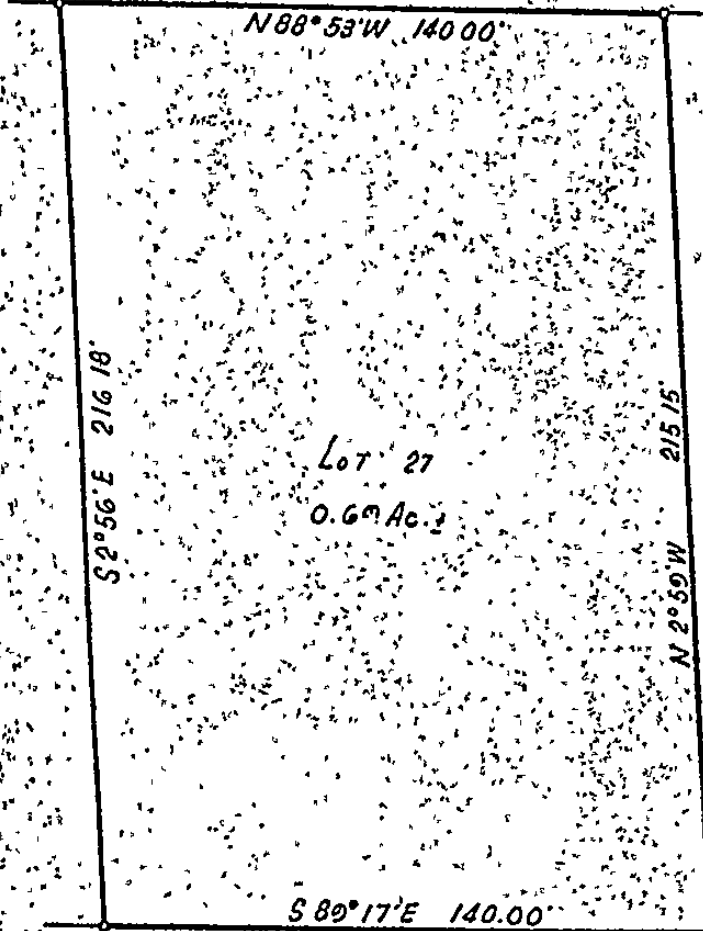


NOTARY PUBLIC



My commission expires:

3/27/76



Lot 27  
0.6<sup>ac</sup> Ac.

KEN B. JACOBS PROP.  
DB. 117 PG. 156

SW COR. OF  
JACOBS PROP.

MESCALERO WAY

PLAT OF SURVEY  
FOR

T. M. HARKINS

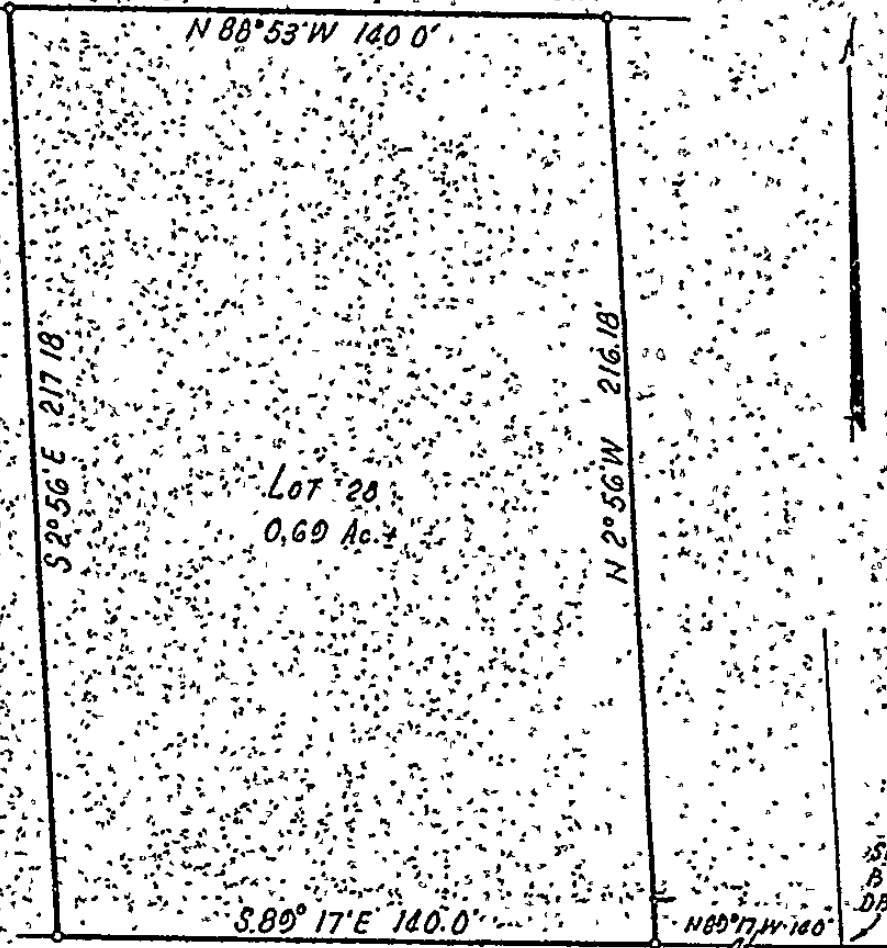
BEING SITUATED IN THE SE 1/4 OF SECTION 15, T7N-R2E  
MADISON COUNTY, MISSISSIPPI

CASE - HUTCHINSON, INC.  
SURVEYING & ENGINEERING  
JACKSON, MISS. SCALE: 1" = 40' FEB. 14, 1973



del. R





MESCALERO WAY

PLAT OF SURVEY  
FOR

T. M. HARKINS

BEING SITUATED IN THE SE 1/4 OF SECTION 15, T7N-R2E  
MADISON COUNTY, MISSISSIPPI

CASE HUTCHINSON, INC.  
SURVEYING & ENGINEERING  
JACKSON, MISS. SCALE: 1" = 40' FEB. 14, 1973



Lot 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 hereinafter 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.
3. 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.
4. No type structure shall be erected on any of the lots in said subdivision without prior submission of the plans and specifications 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 Mississippi 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 boat trailer, shall be placed or maintained on said property.
9. 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.
10. 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 cast 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 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
  - (a) 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.
14. 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.

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 12 day of September, 1973, at 9:00 o'clock A.M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 636 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973

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

BOOK 132 PAGE 641

IN CONSIDERATION OF THE SUM OF ten (\$10.00) Dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, LEE EARNEST TYLER, a widow, do hereby convey and warrant unto L. C. TYLER, SR. and ANNIE LEE TYLER, with right of survivorship and not as tenants in common, the following described property situated in Madison County, Mississippi, to-wit:

One (1) acre tract situated in a 8 acre tract evenly off the south end of the following described real property, to-wit:

37 acres off the east side of the 74 acres described and conveyed to William Wilson on November 1, 1911, by deed from Spencer R. Gray and C. C. Griffin, recorded in Book QQQ, page 105, in the Chancery Clerk's office for Madison County, Mississippi, and 3 acres off the east side of the 6 acres conveyed to William Wilson by said Gray and Griffin on November 15, 1911, by deed recorded in Book UUU, page 53, in the Chancery Clerk's office, Madison County, Mississippi. said 37 acre is also described as: Beginning at a point on the east line of W 1/2 NE 1/4, Section 11, Township 8 North, Range 2 East, which point is 12 1/2 chains south of the northeast corner of said W 1/2 NE 1/4, thence run west 30 chains, thence south 12 1/2 chains, thence east 30 chains to the east line of said W 1/2 NE 1/4, thence north along said line to the point of beginning.

The one (1) acre tract being more particularly described as follows:

The point of beginning is 210 feet east from the west line of the above described property and from said point of beginning run east along the south line of the above described property 209 feet to a point, thence run north 209 feet to a point, thence run west 209 feet to a point, thence run south 209 feet to the point of beginning, and containing one (1) acre more or less in W 1/2 NE 1/4, Section 18, Township 8 North, Range 2 East.

Grantor agrees to pay the 1973 taxes.

WITNESS MY SIGNATURE, this the 11th day of September, 1973.

Lee Earnest Tyler  
LEE EARNEST TYLER

STATE OF MISSISSIPPI  
MADISON COUNTY

PERSONALLY appeared before me, the undersigned authority in and for said county and state the within named LEE EARNEST TYLER, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal, this the 12 day of September,

W. A. Sims  
CHANCERY CLERK

BY Ruby J. Sims D.C.

MY COMMISSION EXPIRES: 1-1-76

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 12 day of September, 1973, at 10:15 o'clock A.M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 642 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973

W. A. SIMS, Clerk  
By R. Ashby D.C.

R

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 132 PAGE 643

WARRANTY DEED

For and in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, MRS. IDA MARY BUFFINGTON, do hereby sell, convey and warrant unto MELVIN WARD, the following described real property situated in Canton, Madison County, Mississippi, to-wit:

Forty-nine feet (49') evenly off the East side of Lot Nine (9) on the South side of Lee Street in the City of Canton, Madison County, Mississippi, as per George and Dunlap's map of the City of Canton in 1898, together with all buildings and improvements thereon, being a part of that land described in that deed dated November 9, 1888, executed by J. B. Byers et al to H. Hesdorffer, which is recorded in Book VV, Page 181 of the records of Madison County, Mississippi, according to George & Dunlap's map of the City of Canton prepared in 1898. This lot is 170 feet north and south.

The warranty of this deed extends only to such interest in oil, gas and other minerals as the grantor herein owns.

Ad valorem taxes on said property are to be prorated with grantor paying 8/12 and grantee paying 4/12 of said taxes.

Executed this 11<sup>th</sup> day of September, 1973.

Ida Mary Buffington  
MRS. IDA MARY BUFFINGTON

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named MRS. IDA MARY BUFFINGTON, who acknowledged that she signed, executed and delivered the foregoing instrument on the day and year therein mentioned as and for her act and deed.

Given under my hand and official seal of office, this the 11<sup>th</sup> day of September, 1973.

Wm. A. Sims  
NOTARY PUBLIC

My Commission Expires:

March 7, 1975

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 12 day of September, 1973, at 12:30 clock P. M., and was duly recorded on the 18 day of Sept, 1973 Book No. 132 on Page 643 in my office.

Witness my hand and seal of office, this the 18 of Sept, 1973

W. A. SIMS, Clerk

By W. A. Sims, D. C.

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, JUANITA B. STEED, a widow, do hereby convey and warrant unto MADISON HILLS FARM, INC., a Mississippi corporation, the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A certain parcel of land lying and being situated in Section 13 and 24, Township 7 North, Range 1 East, Madison County, Mississippi and being more particularly described as follows:

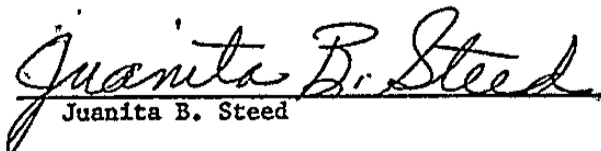
Beginning at the Section corner common to Sections 13, 14, 23, and 24, Township 7 North, Range 1 East; thence North 00 degrees 24 minutes East 992.1 feet; thence North 88 degrees 00 minutes East 663.69 feet; thence South 00 degrees 19 minutes East 337.0 feet; thence South 87 degrees 22 minutes East 702.47 feet; thence South 01 degrees 08 minutes East 1130.0 feet; thence South 89 degrees 46 minutes West 340.0 feet; thence North 30 degrees 05 minutes West 577.86 feet; thence North 87 degrees 37 minutes West 761.45 feet to the point of beginning; containing 31.1 acres.

This conveyance is executed and delivered subject to the following, to-wit:

1. Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
2. Ad valorem taxes for the year 1973, the payment of which shall be pro-rated between the parties hereto as of the date of this conveyance.
3. The warranties herein do not extend to the mineral interest. It is nevertheless the intention of grantor to convey, and I do hereby convey, all oil, gas and other minerals presently owned by me in, to and under the property hereinabove described.

As a part of the above mentioned consideration for this conveyance, Grantee has this date executed and delivered unto Grantor a promissory note and purchase money deed of trust in the amount of Forty One Thousand Six Hundred Fifty & No/100 (\$41,650.00) Dollars securing the balance of the unpaid purchase price. In addition to the aforesaid purchase money deed of trust, Grantor hereby retains a vendor's lien to secure the aforesaid unpaid balance of the purchase price of the above described land. Cancellation and satisfaction of said deed of trust or a partial release therefrom, shall also effect and operate as a pro-tanto cancellation, satisfaction or partial release of the vendor's lien hereby retained.

WITNESS my signature, this the 12th day of September, 1973.

  
Juanita B. Steed

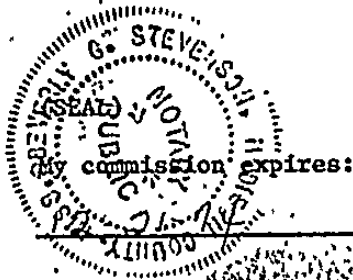
STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 132 PAGE 645

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

Given under my hand and official seal this the 12<sup>th</sup> day of September, 1973.

Beverly H. Stevenson  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
for record in my office this 12 day of Sept., 19 73 at 3:30 o'clock P. M.,  
and was duly recorded on the 18 day of Sept., 19 73 Book No. 132 on Page 644  
in my office.

Witness my hand and seal of office, this the 18 of Sept., 19 73

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

R

Book 132 Page 649  
WARRANTY DEED

INDEXED  
No. 3710

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned CLOVERLEAF HOMES, INC., a Mississippi Corporation, do hereby sell, convey and warrant unto WILBERT JAMES HOPPE and wife, TINNIE HOPPE, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located and situated in the County of Madison, State of Mississippi, to-wit:

South One-Half (South 215.1') of Lot 13 in the Andrew First Addition to the Town of Madison, County of Madison, State of 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 3, Page 23, reference to which map is hereby made in aid of and as a part of this description.

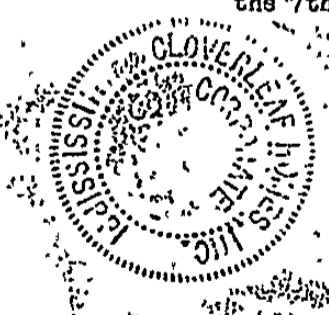
Ad valorem taxes covering the above described property for the year 1973 are to be pro-rated.

This conveyance is subject to all mineral reservations, easements and restrictive covenants affecting the above described property.

WITNESS THE SIGNATURE of Cloverleaf Homes, Inc., a Mississippi Corporation, by its President C. H. Blackwell, thereunto duly authorized this the 7th day of September, 1973.

CLOVERLEAF HOMES, INC.

BY C. H. Blackwell  
C. H. BLACKWELL, President



STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and

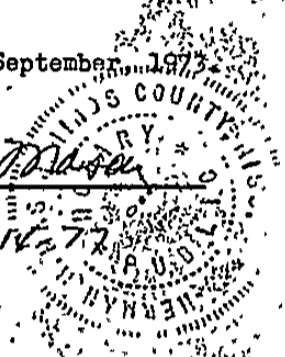
BOOK 132 PAGE 647

for the jurisdiction aforesaid, C. H. BLACKWELL, who acknowledged to me that he is President of Cloverleaf Homes, Inc., a Mississippi Corporation, and that for and on behalf of said Corporation, he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized so to do.

Given under my hand and seal, this the 7th day of September, 1973

*Thomas D. [Signature]*  
NOTARY PUBLIC

Comm. Expires 8-14-77



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office, this 13 day of September, 1973 at 9:00 o'clock A. M., and was duly recorded on the 18 day of Sept, 1973 Book No. 132 on Page 646 in my office.

Witness my hand and seal of office, this the 18 of Sept, 1973

W. A. SIMS, Clerk

By *[Signature]* D. C.



INDEXED

For a valuable consideration paid to me by John Wesley Wright and Irene Wright, the receipt of which is hereby acknowledged, I, Lucy C. Holliday, do hereby convey and warrant unto the said John Wesley Wright and Irene Wright as joint tenants with the right of survivorship and not as tenants in common the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

No. 3718

Beginning at the northeast corner of Lot 20 on the west side of Walnut Street at a stake, and run thence south along the west margin of said street 50 feet to a stake, and thence west 150 feet to a stake, thence north 50 feet to a stake, and thence east 150 feet to Walnut Street, the point of beginning. The boundary lines have been pointed out and agreed upon.

I warrant that I am a widow.

This conveyance is made subject to the zoning ordinances of the City of Canton, Mississippi.

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 13th day of September, 1973.

*Lucy C. Holliday*  
Lucy C. Holliday

State of Mississippi  
Madison County

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

Given under my hand and seal of office, this, the 13th day of September, 1973.

*Lewis J. Hunt*  
Notary Public

My commission expires:

Oct. 26, 1974

STATE OF MISSISSIPPI, County of Madison:

*W. A. Sims*, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of September, 1973 at 10:40 o'clock A.M., and was duly recorded on the 18 day of Sept, 1973 Book No. 132 on Page 648 in my office.

Witness my hand and seal of office, this the 18 of Sept, 1973

*W. A. Sims*, Clerk  
By *J. R. Ashery* D. C.

R

WARRANTY DEED

INDEXED

For and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the 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 ELLIS R. LEE and DORIS C. LEE, husband and wife, as joint tenants with right of survivorship and not as tenants in common, the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A parcel of land fronting 100 feet on the west side of a private road, lying and being situated in the W 1/2 of Section 15; Township 8 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the most westerly corner of Lot 21 of Twin Lake Heights as recorded in Plat Book 5 at Page 26 in the records of the Chancery Clerk of Madison County, Mississippi, and run N 47° 22' W for 53 feet to a point; thence N 00° 14' W for 1053.2 feet to a point; thence S 89° 46' W for 50 feet to a point on the west margin of a private road and the point of beginning of the property herein described; thence S 89° 46' W for 150 feet to a point on the west line of said Section 15; thence S 00° 14' E along the west line of said Section 15 for 100 feet to a point; thence N 89° 46' E for 150 feet to a point on the west margin of said private road; thence N 00° 14' W along the west margin of said road for 100 feet to the point of beginning.

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.

WITNESS our signatures this 17th day of August, 1973.

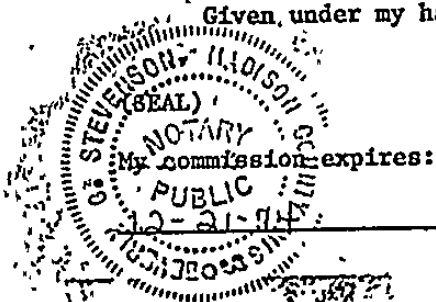
W. T. Kernop  
W. T. Kernop

Josie Mae Kernop  
Josie Mae 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. <sup>September</sup> Given under my hand and official seal this the 12<sup>th</sup> day of August, 1973.

Beverly H. Stevenson  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of Sept, 19 73 at 2:00 o'clock P.M., and was duly recorded on the 18 day of Sept, 19 73 Book No. 132 on Page 649 in my office.

Witness my hand and seal of office, this the 18 of Sept, 19 73

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

INDEXED

WARRANTY DEED

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

North one-half (1/2) of the following described property; Four (4) Acres West of Railroad, in Lot Eight (8) Section 19, Township 9 North, Range 1 West, containing Four (4) Acres more or less.

Excepted from this warranty are all oil, gas and other minerals.

WITNESS OUR SIGNATURES this 5 day of September, 1973.

L. C. Varner  
L. C. VARNER

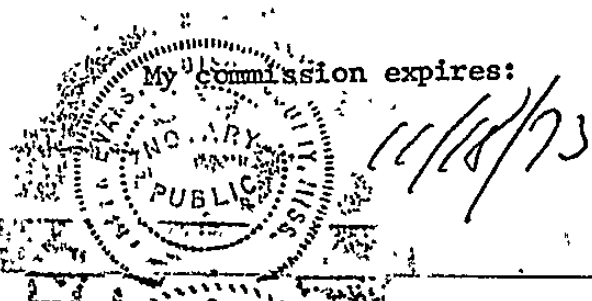
Mrs. Ora May Varner  
MRS. ORA MAY VARNER

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the county aforesaid L. C. VARNER and MRS. ORA MAY VARNER, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 5 day of September, 1973.

[Signature]  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13<sup>th</sup> day of Sept, 1973, at 3:40 o'clock P. M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 650 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973

W. A. SIMS, Clerk

By [Signature], D. C.

WARRANTY DEED

INDEXED

For a valuable consideration cash in hand paid to me by Willie Mae Woodruff, the receipt of which is hereby acknowledged, I, Hyurstine Day, a widow, do hereby convey and warrant unto the said Willie Mae Woodruff, subject to the hereinafter life estate, the following described property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 208.7 feet on the south side of a county public road, containing 1 acre, more or less, lying and being situated in the E 1/2 of the SW 1/4 of Section 13, Township 10 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows: Beginning at a point on the south margin of a county public road that is 54.2 feet east of and 23.7 feet south of the intersection of the east line of Interstate Highway No. 55 and the north line of the E 1/2 SW 1/4 of said Section 13 as per plans of record with the Mississippi Highway Department R.O.W. Division in Jackson, Mississippi, from said point of beginning run South for 208.7 feet to a point; thence East for 208.7 feet to a point; thence North for 208.7 feet to a point on the south margin of said county road; thence West along the south margin of said road for 208.7 feet to the point of beginning.

I do hereby RESERVE unto myself for as long as I live a life estate in and to the above described property.

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

Witness my signature, this, the 13th day of September, 1973.

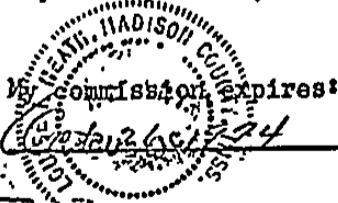
*Hyurstine Day*  
Hyurstine Day

State of Mississippi  
Madison County

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

Given under my hand and seal of office, this, the 13th day of September, 1973.

*Lucius J. Heath*  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13th day of Sept, 1973, at 4:00 o'clock P.M., and was duly recorded on the 18 day of Sept, 1973, Book No. 162 on Page 651 in my office.

Witness my hand and seal of office, this the 18th day of Sept, 1973

W. A. SIMS, Clerk  
By *S. Rashberry*, D. C.

No. 3724

BOOK 132 PAGE 652

No. 346

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of EIGHTY & NO/100 DOLLARS (\$ 80.00),

the receipt and sufficiency of which is hereby acknowledged, THE CITY OF CANTON, MISSISSIPPI, does hereby convey and forever warrant unto O. L. GATEWOOD

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

Lot E $\frac{1}{2}$  19 of Block F of the addition to the Canton Cemetery, according to the map or plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 4 at pages 22, 23, and 24.

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

IN WITNESS whereof the City of Canton has caused its signature to be subscribed and its official seal affixed hereto on the 11 day of SEPTEMBER, 19 73.

CITY OF CANTON, MISSISSIPPI

BY: Georgie L. Cobb, Clerk

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER my hand and official seal this the 11<sup>th</sup> day of Sept., 19 73.

Walter S. Hallert  
Notary Public

My Commission Expires: June 27, 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 14 day of September, 19 73 at 9:00 o'clock A. M., and was duly recorded on the 18 day of Sept., 19 73 Book No. 132 on Page 652 in my office.

Witness my hand and seal of office, this the 18 of Sept., 19 73

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

R

*Corrected* MAY 1972 PAGE 678  
WARRANTY DEED

**INDEXED**

No. 3725

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned CLOVERLEAF HOMES, INC., a Mississippi Corporation, does hereby sell, convey and warrant unto LEON F. STEWART and JUDITH S., STEWART, his wife, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located and situated in the County of Madison, State of Mississippi, to-wit:

North 175 feet of Lot 12 in the Andrew First Addition of the Town of Madison, County of Madison, State of Mississippi, 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 3, Page 23, reference to which map or plat is made in aid of and as a part of this description.

Ad valorem taxes covering the above described property for the year 1973 are to be pro-rated.

This conveyance is subject to all mineral reservations, easements and restrictive covenants affecting the above described property.

This Warranty Deed is made for the purpose of correcting the deed dated May 4, 1973.

WITNESS THE SIGNATURE of Cloverleaf Homes, Inc., a Mississippi Corporation, by its President, C. H. Blackwell, thereunto duly authorized this the 13th day of September, 1973.

CLOVERLEAF HOMES, INC.

*C. H. Blackwell*  
By: C. H. Blackwell, President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, C. H. BLACKWELL, who acknowledged to me that he is President of Cloverleaf Homes, Inc., a Mississippi Corporation,

Book 132 Page 654

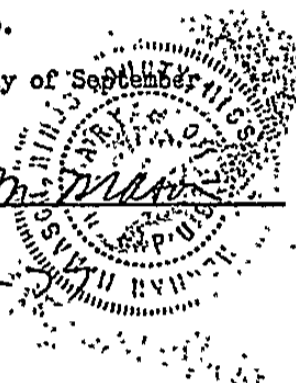
and that for and on behalf of said Corporation, he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, he having first been duly authorized so to do.

Given under my hand and seal, this the 13th day of September

1973.

*Hermon M. Moore*  
NOTARY PUBLIC

8-14-



STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of September, 1973, at 9:00 o'clock A. M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 653 in my office.

In witness my hand and seal of office, this the 18 of Sept., 1973

W. A. SIMS, Clerk

By SRashery, D. C.

WARRANTY DEED

BOOK 132 PAGE 655

FOR AND IN CONSIDERATION of Ten and No/100 (\$10.00) Dollars cash  
in hand paid, and other good and valuable considerations, the receipt and NO. 3743  
sufficiency of all of which is hereby acknowledged, we, Capitol Savings &  
Loan, a Mississippi Corporation, do hereby sell, convey and warrant unto **INDEXED**  
Orland Jeff Frizell and wife, Julia Coleman Frizell, as an estate by the  
entirety with full rights of survivorship and not as tenants in common,  
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 fronting 80 feet on the west  
side of North Liberty Street, being that property  
conveyed to Annie Jean Mansell McKay as recorded in  
Deed Book 59 at Page 352 and 10 feet evenly off the  
east side of that parcel conveyed to same by deed re-  
corded in Deed Book 63 at Page 491 in the records of  
the Chancery Clerk of Madison County, Mississippi.  
Being a lot 80 X 210 feet and purported to be Lot 62  
on the west side of North Liberty Street according to  
the 1961 Official Map of the City of Canton, Madison  
County, Mississippi. Reference is made, also, to Deed  
Book 59, Page 352 for all purposes.

Subject to the Zoning Ordinances of the City of Canton, Madison County,  
Mississippi, and to those restrictions as set out in that certain deed, dated  
December 6, 1955, recorded in Book 63, Page 491 of the records of Madison  
County, Mississippi, as amended in that instrument, dated May , 1959, recorded  
in Book 266, Page 116 of said records. Subject to any and all easements and  
rights of way for utilities, and to any conveyances or reservations of the oil,  
gas and other minerals.

For the same consideration, the within named grantor does sell, convey  
and quitclaim unto the grantees named herein with the same rights of survivor-  
ship all of their right, title and interest in and to any lands not heretofore  
conveyed by them in this instrument adjacent or contiguous thereto owned by the  
undersigned. Reference is made herein to that certain deed recorded in Book 63,  
Page 491 of the said records aforesaid.



Page 2 - Warranty Deed of Capitol Savings & Loan to Orland Jeff Frizell et ux

The ad valorem taxes for the year 1973 shall be pro-rated as follows:

Grantor to pay 8/12 and Grantees to pay 4/12.

Witness our signature hereon this 12th day of September, 1973.

CAPITOL SAVINGS & LOAN

BY: Ernest L. Buttross  
President

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the above named Jurisdiction, the within and above named, Ernest L. Buttross, who acknowledged that as President for and on behalf of and by authority of CAPITOL SAVINGS & LOAN, that he signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned, he being first duly authorized so to do by said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 13th day of September, 1973.

Willie C. Drake  
Notary Public

My Commission Expires:  
March 13, 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 14 day of Sept., 1973 at 10:15 o'clock a M., and was duly recorded on the 18 day of Sept., 1973, Book No. 132 on Page 655 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973

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

WARRANTY DEED

BOOK 107 PAGE 507

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned MODENA S. NORMAN CAIN and JOE CAIN, do hereby sell, convey and warrant unto BUFORD T. GREER and MAMIE L. GREER, as joint tenants with right of survivorship and not as tenants in common, the following described land and property being situated in Madison County, Mississippi, to-wit:

No. 3745

INDEXED

A parcel of land, in the Town of Madison, described as follows;

Beginning at a point which is the NE corner of that property conveyed to Travis A. Warren and Harriet W. Warren as recorded in Book 74, Page 430, (said point also being 443.5 feet North of and 50 feet West of the SW corner of the NE $\frac{1}{2}$  SW $\frac{1}{2}$  section 8, T7N, R2E, Madison County, Mississippi;) run thence North 46 feet to a point on the present fence line, thence run West along said fence line 533 feet, run thence South 162 feet, thence East 533 feet, thence North 16 feet to the SE corner of said Warren property, thence West 216.5 feet, thence North 100 feet, thence East 216.5 feet to the point of beginning, all in the SW $\frac{1}{2}$ , Section 8, T7N, R2E, Madison County, Mississippi.

Excepted from the warranty of this conveyance is one-half ( $\frac{1}{2}$ ) of all the oil, gas and other minerals as reserved by prior owners.

Grantors agree to pay ad valorem taxes for 1973.

WITNESS OUR SIGNATURES this 8 day of September, 1973.

Modena S. Norman Cain  
MODENA S. NORMAN CAIN

Joe Cain  
JOE CAIN

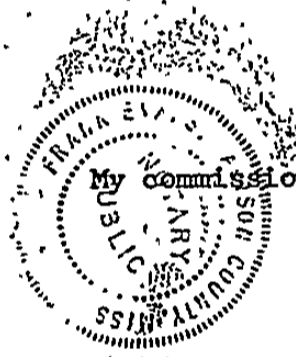
STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the county aforesaid MODENA S. NORMAN CAIN and JOE CAIN, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 8 day of September, 1973.

*Mallory*  
NOTARY PUBLIC



My commission expires:

11/18/73

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of September, 1973 at 11:15 o'clock A.M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 657 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973

W. A. SIMS, Clerk

By *A. R. Asher*, D. C.

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

BOOK 132 PAGE 659

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

INDEXED

WARRANTY DEED

STATE OF MISSISSIPPI  
COUNTY OF Madison

No. 3746

KNOW ALL MEN BY THESE PRESENTS:

That, we Fred Strader, Jr. and Bessie S. Strader, his wife, for and in consideration of the assumption by the grantees herein of liability for indebtedness as hereinafter described, and other good and valuable consideration, do hereby sell, convey and warrant unto Charles R. McCormack, Jr. and Pamela S. McCormack, his wife, as an estate in entirety, with the right of survivorship, and not as tenants in common, the following described real property, situated, lying and being in the County of Madison, State of Mississippi, to-wit:

The following described land lying and being situated in the Town of Flora, Madison County, MS, to-wit:

Lot eighteen (18) of Sheppard Estates, a subdivision, according to the map or plat thereof which is recorded in Plat Book 5 at page 6 thereof in the office of the Chancery Clerk of Madison County, MS, reference to which is hereby made in aid and as a part of this description.

SUBJECT TO:

- (1) The exception of an undivided one-half (1/2) interest in and to all oil, gas and other minerals in, on and under the above described property which interest was reserved by prior owners.
- (2) Protective covenants imposed upon said property by instrument executed by Sheppard and Company which is dated September 27, 1966, and recorded in Book 343, at page 489 in the office of the Chancery Clerk of Madison County, Ms.
- (3) Town of Flora, MS Zoning Ordinance which is recorded in the office of the Town Clerk.

The land so conveyed is subject to a certain mortgage or deed of trust in the amount of Fourteen Thousand and no/100----- dollars (\$ 14,000.00 ) to the United States of America, dated the 4 day of May 19 72, recorded in Book 387, Page 165, of record in mortgages and deeds of trust on land in Madison County, Mississippi.

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

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

IN WITNESS WHEREOF, We have hereunto set our hands this 8 day of Sept 1923.

Fred Strader, Jr.  
Fred Strader, Jr.

Bessie S. Strader  
Bessie S. Strader

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI }  
COUNTY OF Madison } SS:

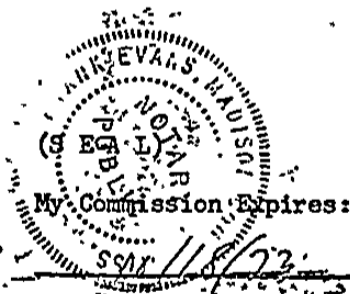
Personally appeared before me \_\_\_\_\_, a Notary Public, within and for the County and State aforesaid, the within named Fred Strader, Jr. and Bessie S. Strader, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this 8 day of Sept 1923.

[Signature]

[Signature]  
(Title)

Frank E. Evans Pd 215



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of September, 1923 at 11:15 o'clock A.M., and was duly recorded on the 18 day of Sept., 1923 Book No. 132 on Page 659 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1923

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

①

INDEXED

WARRANTY DEED

Book 132 Page 661

No. 3750

FOR A VALUABLE CONSIDERATION cash in hand paid the undersigned, the receipt of which is hereby acknowledged, I, VIVIAN L. KNOX, unmarried, do hereby convey and warrant unto JOHN THOMPSON and PATRICIA THOMPSON, husband and wife, with right of survivorship and not as tenants in common, the following described property situated in the Town of Flora, Madison County, Mississippi, to-wit:

Lot 2 of KNOX SUBDIVISION, Town of Flora, Mississippi, when described with reference to said map or plat of said subdivision now on file in the Chancery Clerk's office for said County in Plat Book 5, page 33, reference to said map or plat being here made in aid of and as a part of this description.

Grantees agree to pay the 1973 ad valorem taxes.

WITNESS MY SIGNATURE, this the 14 day of September, 1973.

Vivian L. Knox  
VIVIAN L. KNOX

STATE OF MISSISSIPPI

MADISON COUNTY

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

GIVEN UNDER MY HAND AND official seal, this the 14 day of September, 1973.

W. A. Sims  
CHANCERY CLERK

BY: Shaskey D.C.



STATE OF MISSISSIPPI County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of Sept., 19 73 at 12:30 o'clock P.M., and was duly recorded on the 18 day of Sept., 19 73 Book No. 132 on Page 661 in my office.

Witness my hand and seal of office, this the 18 of Sept., 19 73

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

INDEXED  
No. 3748

BOOK 132 PAGE 662

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, T. A. PATTERSON and LOUIS L. PATTERSON, JR., Grantors, do hereby convey and forever warrant unto DR. WILLIAM J. BELL and MARGIE ELLIS BELL, Grantees, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A certain tract or parcel of land located in the northwest 1/4 of the northwest 1/4 and the southwest 1/4 of the northwest 1/4 of Section 26, Township 7 North, Range 1 East, Madison County, Mississippi, and more particularly described as follows:

Starting at the northwest corner of Section 26, Township 7 North, Range 1 East, Madison County, Mississippi, thence south for a distance of 1078.0 feet to an iron pin, said pin being the point of beginning of this survey; thence east for a distance of 566.4 feet to an iron pin, thence south for a distance of 307.6 feet to an iron pin, thence west for a distance of 566.4 feet to an iron pin, thence north for a distance of 307.6 feet to the aforesaid point of beginning, containing 4.0 acres, more or less.

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

1. County of Madison and State of Mississippi ad valorem taxes for the year 1973. Grantors  $\frac{2}{3}$  Grantees  $\frac{1}{3}$
2. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded in Supervisors Minute Book AD at page 266 in the records of the Chancery Clerk of Madison County, Mississippi.
3. The reservation by the Grantors herein of all oil, gas and other minerals lying in, on and under the subject property

4. Restrictive covenants which shall apply to the above described property and which are attached hereto and marked as Exhibit "A".

WITNESS OUR SIGNATURES on this the 16 day of August, 1973.

*T. A. Patterson*

T. A. Patterson

*Louis L. Patterson, Jr.*

Louis L. Patterson, Jr.

STATE OF MISSISSIPPI

COUNTY OF Hinds

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

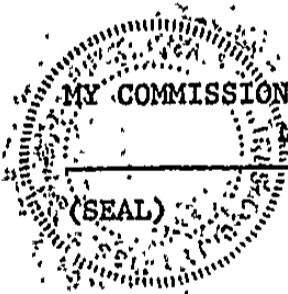
GIVEN UNDER MY HAND and official seal on this the 10 day of Aug., 1973.

*Ann M. Allen*

Notary Public

MY COMMISSION EXPIRES:

Commission Expires Nov. 15, 1974



STATE OF MISSISSIPPI

COUNTY OF WARREN

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

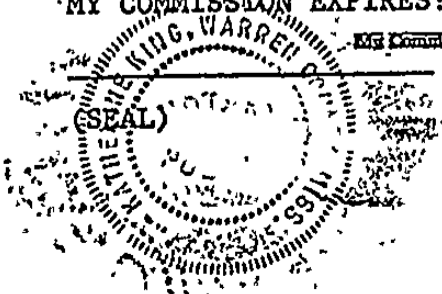
GIVEN UNDER MY HAND and official seal on this the 12 day of August, 1973.

*Katherine King*

Notary Public

MY COMMISSION EXPIRES:

Commission Expires July 22, 1972





RESTRICTIVE COVENANTS

1. This land shall be a residential lot and no structure shall be erected, altered, placed or permitted to remain on it other than single family dwellings and accessory buildings.

2. No noxious or offensive trade or activity shall be carried on upon said land.

3. No structure of a temporary nature such as a tent, shack, garage, basement, or other out-building, or trailer shall be used for residential purposes on said land at any time.

4. No main structure may be constructed on said land consisting of less than 1800 square feet of heated ground floor area except that 1-1/2 and 2 story residences shall contain not less than 1500 square feet of heated ground floor area.

5. Additional land may be added to the lands described above to constitute a single lot. The above land may be subdivided into less than one lot only with the approval of all of the adjoining landowners who have acquired their lands directly or through mesne conveyances from the grantors hereof. (The term, adjoining landowners shall be limited to individuals and/or corporations and shall not include government agencies or political subdivisions.)

6. These covenants shall run with the above described land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of this deed, after which time said covenants shall terminate, unless they are extended in whole or in part by an instrument executed by a majority of the then owners of lots in Sections 22, 23, 26, and 27, Township 7 North, Range 1 East, Madison County, Mississippi, which lots have been conveyed by L. L. Patterson, Jr., and/or T. A. Patterson, their heirs and assigns, and made subject to these covenants. Said instrument shall be filed for record in Madison County, Mississippi, prior to the expiration of these covenants.

7. Enforcement of these covenants shall be by proceeding at law in in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Such enforcement may be by the grantors hereof, their successors or assigns, or any of their grantees of lands located in the above described sections, subject to similar protective covenants, or the heirs, successors or assigns of such grantees.

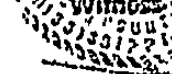
8. Invalidation of any one of these covenants shall in no way affect any other provisions which shall remain in force and effect.

EXHIBIT "A"

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of Sept., 19 23 at 11:30 o'clock P.M., and was duly recorded on the 18 day of Sept., 19 23 Book No. 132 on Page 662

Witness my hand and seal of office, this the 18 of Sept., 19 23



W. A. SIMS, Clerk

By S. R. Ashberry D. C.

INDEXED

BOOK 132 PAGE 666

No. 3752

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned MRS. W. W. (MARY FRANCES) FORD, JR.; WILLIAM W. FORD, III, and wife, SANDRA H. FORD; DENNIS M. FORD, and wife, JUDY K. FORD; William W. Ford, III Trustee for the Dennis M. Ford Children's Trust; and Dennis M. Ford Trustee for the William W. Ford, III Children's Trust; do hereby convey and warrant unto SINGER HOUSING COMPANY, a Delaware corporation, d.b.a. THE MITCHELL COMPANY, qualified to do business in the State of Mississippi, the following described property situated in Madison County, Mississippi, to-wit:

A parcel of land lying and being situated in the SE 1/4 of Section 32 and in the SW 1/4 of Section 33, T7N, R2E, Madison County, Mississippi and being more particularly described as follows:

Commencing at the Northeast corner of the SE 1/4 of the SW 1/4 of Section 33, T7N, R2E, Madison County, Mississippi run thence South, 50.00'; run thence N89°51'W, 293.48' along the southern boundary of a 100' M. P. & L. Co. easement to the point of beginning of the property herein described; run thence S 30°17'E, 582.30' along a southwestern boundary of a 100' M. P. & L. Company easement to a point on the line between the E 1/2 and the W 1/2 of Section 33, T7N, R2E, Madison County, Mississippi; run thence South, 773.70' along the line between the E 1/2 and the W 1/2 of Section 33, T7N, R2E, Madison County, Mississippi to the South line thereof; run thence West 2,500.33' along the said South line of Section 33, T7N, R2E, Madison County, Mississippi; run thence N70°34'W, 51.55'; run thence N28°02'15"W, 27.85'; run thence N2°10'W, 163.91'; run thence N9°51'W, 193.72'; run thence N26°22'30"W, 240.80; run thence N72°31'W, 48.56'; run thence N49°27'30"W, 221.21'; run thence N61°27'W, 340.23'; run thence N27°11'E, 27.25' along the Chord of a curve in the easterly Right of Way of Old Canton Road; run thence N27°59'E, 370.10' along the East Right of Way of Old Canton Road to the south line of a 100' M. P. & L. Co., easement; run thence S89°51'E, 2,742.09' along the south line of the aforesaid 100' M. P. & L. Co. Easement to the point of beginning.

In addition to a vendor's lien which is hereby expressly reserved by the Grantors to secure the payment of the purchase price of the herein described property, the Grantee herein has

executed and delivered to the Grantors its installment promissory note covering the balance of the purchase price after payment of a down payment, and which is secured by a purchase money Deed of Trust of even date herewith covering said property. Any release of property from the Deed of Trust shall automatically release the same from the Vendor's Lien.

This conveyance under warranty herein contained is subject to the following mineral conveyances and reservations heretofore made, to-wit:

- (1) An undivided one-half (1/2) interest in and to the oil, gas and other minerals conveyed by mineral deed of Will Hayes and Margaret Hayes to V. L. Miller on February 15, 1929, by instrument recorded in Book 7 at Page 171 of the Madison County Land Records covering that portion of the foregoing described lands lying in Section 32, Township 7 North, Range 2 East.
- (2) That certain mineral reservation of a one-half (1/2) non-participating royalty interest made by Mrs. L. A. Kyle and Mrs. J. E. Richardson on February 8, 1940 in that conveyance of a portion of said property to W. W. Ford, Jr., by Deed recorded in Book 127 at Page 347 of the aforesaid land records.

This conveyance and the warranty herein contained is also made subject to all recorded easements or rights of way for public utilities or public roads which in any wise affect the foregoing described property.

The Grantee herein assumes and agrees to pay any and all state and county ad valorem taxes and other assessments levied against said property for the year 1973 and subsequent years.

The Grantee herein by the receipt of this instrument does hereby agree that if single family dwellings are planned or constructed on the above-described property fronting on the Northern

and/or Eastern boundary of the subject property one access shall be provided from and to the subject property to the said abutting property.

WITNESS OUR SIGNATURES this the 14th day of September, 1973.

*Mrs. W. W. Ford*  
MRS. W. W. FORD, JR.

*William W. Ford III*  
WILLIAM W. FORD, III

*Sandra H. Ford*  
SANDRA H. FORD

*Dennis M. Ford*  
DENNIS M. FORD

*Judy K. Ford*  
JUDY K. FORD

*William W. Ford III*  
WILLIAM W. FORD, III Trustee for the  
Dennis M. Ford Children's Trust

*Dennis M. Ford*  
DENNIS M. FORD, Trustee for the  
William W. Ford, III Children's  
Trust

STATE OF MISSISSIPPI

COUNTY OF HINDS

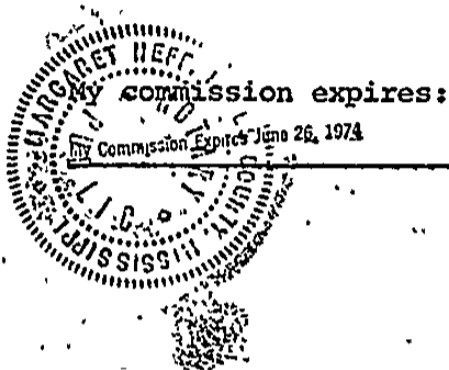
PERSONALLY appeared before me, the undersigned authority for the aforesaid jurisdiction, MRS. W. W. FORD, JR.; WILLIAM W. FORD, III, and wife, SANDRA H. FORD; DENNIS M. FORD, and wife, JUDY K. FORD; WILLIAM W. FORD, III, Trustee for the Dennis M. Ford Children's Trust; DENNIS M. FORD, Trustee for the William W. Ford, III, Children's Trust, who severally acknowledged that

BOOK 132 PAGE 609

they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 14th day of September, 1973.

Margaret Neff  
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 14 day of September, 1973, at 11:25 o'clock A. M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 666 in my office.

Witness my hand and seal of office, this the 18 of Sept, 1973

W. A. SIMS, Clerk

By S. Rashumy, D. C.

R

BOOK 132 PAGE 670  
QUITCLAIM DEED

INDEXED

No. 3752

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, I, MRS. W. W. FORD, JR., Grantor, do hereby quitclaim and release all my interest in and to the following described property unto Singer Housing Company, a Delaware Corporation d/b/a The Mitchell Company, Grantee, said property lying and being situated in Madison County, Mississippi, and more particularly described as follows, to wit:

The Southeast 1/4 of the Southeast 1/4 of Section 32, T7N, R2E and to the Southwest 1/4 of the Southwest 1/4 of Section 33, T7N, R2E.

LESS AND EXCEPT 200 feet evenly off the North end of the above described tracts.

This conveyance being subject to the terms and conditions of that certain Deed of Trust dated September 14, 1973, from Singer Housing Company, a Delaware Corporation d/b/a The Mitchell Company, to James B. Persons, Trustee, as recorded in Book 397, Page 613 in the office of the Chancery Clerk, Madison County, Mississippi.

WITNESS my signature this the 14th day of September, 1973.

Mrs. W. W. Ford Jr.  
Mrs. W. W. Ford, Jr.

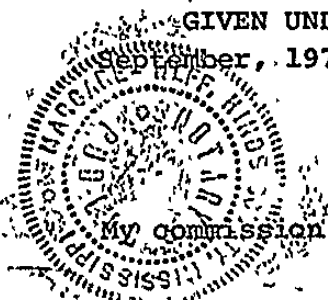
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me the undersigned authority for the aforesaid jurisdiction, Mrs. W. W. Ford, Jr., who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed on the day and year herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 14th day of September, 1973.

Margaret Neff  
Notary Public

My commission expires: June 26, 1974



STATE OF MISSISSIPPI, County of Madison:  
I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed and recorded in my office this 14 day of September, 1973, at 11:35 o'clock A. M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 670.  
Witness my hand and seal of office, this the 18 of Sept., 1973  
By W. A. SIMS, Clerk  
A. R. Ashberry, D. C.

INDEXED

BOOK 132 PAGE 671

No. 3754

EASEMENT

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged; the undersigned hereby sells, conveys, and warrants unto the Town of Ridgeland, a municipal corporation, a perpetual easement for the purpose of installing a water main and a sewer main across the property owned by the undersigned, said easement located in Madison County, Mississippi, is more particularly described as follows, to-wit:

Beginning at the corner common to Section 4 and 5, Township 6 North, Range 2 East, Hinds County, Mississippi, and Sections 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence east along the south line of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi, for a distance of 1095.0 feet, more or less, to the east line of a 100 foot easement to Mississippi Power & Light Company; run thence north 73 degrees 00 minutes east along the said east right-of-way line of the Mississippi Power & Light Company easement for a distance of 1338.3 feet, more or less, to a point on the south right-of-way line of a 100 foot wide Mississippi Power & Light Company easement running east and west; said point being further the point of beginning for the description of a 25 foot wide utility easement.

Continue thence north 73 degrees 00 minutes east along the east right-of-way line of a 100 foot wide Mississippi Power & Light Company easement for a distance of 1390.6 feet, more or less, to the line between north one-half (N1/2) and south one-half (S1/2) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi; run thence east along said line between the north one-half (N1/2) and south one-half (S1/2) of Section 33 for a distance of 26.1 feet to a point being 25 feet, measured perpendicular to the east line of said 100 foot wide Mississippi Power & Light Company easement; run thence south 17 degrees 00 minutes west and parallel to said east right-of-way line of the 100 foot wide Mississippi Power & Light Company easement for a distance of 1390.6 feet, more or less, to a point; run thence ~~east~~ west for a distance of 26.1 feet to the point of beginning. west SK

The above described easement being in the south one-half (S1/2) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi.

The Grantee herein and its agents or representatives shall have the right of ingress and egress upon the above-described lands at such time as determined by prior approval of the Grantor which approval



will not be unreasonably withheld. Said ingress and egress shall be exclusively for the purpose of constructing a water main and a sewer main and for the future maintenance and servicing of said mains.

It is further understood and agreed that the Grantee herein shall be entitled to the use of a 15 foot wide temporary working space which is more particularly described as follows, to-wit:

Beginning at the corner common to Section 4 and 5, Township 6 North, Range 2 East, Hinds County, Mississippi, and Sections 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence East along the south line of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi, for a distance of 1095.0 feet, more or less, to the east line of a 100 foot easement to Mississippi Power & Light Company; run thence north 73 degrees 00 minutes east along the said east right-of-way line of the Mississippi Power & Light Company easement for a distance of 1338.3 feet, more or less, to a point on the south right-of-way line of 100 foot wide Mississippi Power & Light Company easement running east and west; run thence east along the south line of easement a distance of 26.1 feet to a point, said point being further the point of beginning for the description of a 15 foot wide construction easement.

Continue thence north 73 degrees 00 minutes east for a distance of 1390.6 feet, more or less, to the line between north one-half (N1/2) and south one-half (S1/2) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi; run thence east along said line between the north one-half (N1/2) and south one-half (S1/2) of Section 33 for a distance of 15.66 feet to a point being 40 feet, measured perpendicular to the east line of the aforementioned north-south 100 foot wide Mississippi Power & Light Company easement; run thence south 17 degrees 00 minutes west and parallel to said east right-of-way line of the 100 foot wide Mississippi Power & Light Company easement for a distance of 1390.6 feet, more or less, to a point; run thence ~~east~~ <sup>west</sup> for a distance of 15.66 feet to the point of beginning.

The above described easement being in the south one-half (S1/2) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi.

Said 15 foot temporary working space shall be available for use by the Grantee herein during the period necessary to construct said water main and sewer main. But in no case shall said 15 foot temporary working space be available to the Grantee herein beyond January 1, 1975.

It is expressly understood and agreed herein that the Grantee shall construct no other appurtenances on any of the property described herein.

For the consideration recited above the City of Ridgeland does further agree to return the subject property described herein to its original condition, and does further guarantee and indemnify

BOOK 132 PAGE 673  
the Grantor, her heirs and assigns against any loss from erosion; damage to property, including but not limited to roads, fences, cattle gaps, and growing crops; and any loss of livestock.

Grantor, her heirs and assigns, reserves the right to build and use roads and streets over and across said easement.

The City of Ridgeland, by acceptance of the conveyance and construction of said mains does hereby agree that the Grantor shall have the unrestricted right to use of said mains by payment of the normal tap on fee.

Insomuch as this easement is granted to accommodate the Singer Housing Company, a Delaware corporation, d.b.a. The Mitchell Company in its development of property located to the South of the described property, said Singer Housing Company, by and through its authorized representative, does hereby enter into this easement to guarantee and indemnify the Grantor, her heirs and assigns, from any loss not heretofore described which may result from the construction of said mains.

WITNESS OUR SIGNATURES this the 14th day of September, 1973.

Mrs. W. W. Ford Jr.  
MRS. W. W. FORD, GRANTOR

SINGER HOUSING COMPANY  
d.b.a. THE MITCHELL COMPANY

BY:

[Signature]  
AS ITS: DIVISION ASSISTANT VICE PRESIDENT

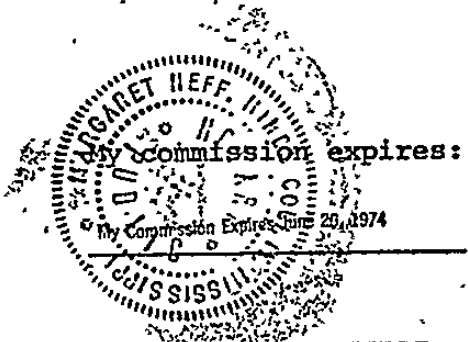
STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority for the aforesaid jurisdiction, MRS. W. W. FORD, JR., who acknowledged that she signed and delivered the above and foregoing Easement on the day and year therein mentioned.

GIVEN UNDER MY <sup>BOOK 132 PAGE 674</sup> HAND AND OFFICIAL SEAL, this the 14th day of September, 1973.

Margaret Neff  
Notary Public



STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority for the aforesaid jurisdiction, Stillman D. Knight, Jr., the duly authorized representative of SINGER HOUSING COMPANY, a Delaware corporation, d.b.a. THE MITCHELL COMPANY, who acknowledged that he signed and delivered the above and foregoing instrument on behalf of the corporation on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 14th day of September, 1973.

Margaret Neff  
Notary Public



STATE OF MISSISSIPPI, County of Madison:  
I, W. A. SEMS, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of September, 1973, at 11:35 o'clock A.M., and was duly recorded on the 18 day of Sept, 1973 Book No. 132 on Page 671 in my office.  
Witness my hand and seal of office, this the 18 of Sept., 1973  
By W. A. SEMS, Clerk  
W. A. SEMS, D. C.

SITUATED IN SE $\frac{1}{4}$  OF NW $\frac{1}{4}$ , SECTION 28, TOWNSHIP 8, NORTH, RANGE 2 WEST  
MADISON COUNTY, MISSISSIPPI

NO. 3755

Beginning at point at the intersection of the east right-of-way line of an existing public road know as Smith's School Road, as said road is now laid out and established ( August 1973 ) and the centerline of old Smith's School Road, said point being futher located 1,894.2 feet south of and 2,923.2 feet west of the corner common to Sections 21, 22, 27 and 28, Township 8 North, Range 2 West, Madison County, Mississippi; said point of beginning also being in a 09 degree 25 minute curve to the left of said east right-of-way line of Smith,s School Road having a delta angle of 62 degrees 30 minutes and a radius of 607.96 feet; from said point of beginning, run thence northerly along the east right-of-way line of said Smith,s Road and along the 09 degree 25 minute curve having a chord distance of 302.9 feet and a bearing of North 33degrees 13 minutes west to a point; run thence south 52 degrees 12 minutes east along the centerline of Old Smith,s School Road for a distance of 51.7 feet to a point; run thence south 61 degrees 31 minutes east along the centerline of Old Smith,s School Road for a distance of 100.6 feet to a point; run thence south 29 degrees 09 minutes east along the centerline of Old Smith,s School Road for a distance of 73.4 feet to a point ; run thence south 00 degrees 28 minutes east along the centerline of Old Smith,s School Road for a distance of 109.7 feet to the point of beginning.

The above described parcel of land is that portion remaining between the new Smith,s School Road and the Old Smith's Road lying and being situated in the Southeast Quarter ( SE $\frac{1}{4}$  ) of the Northwest Quarter ( NW $\frac{1}{4}$  ) of Section 28, Township 8 North, 2 West, Madison County, Mississippi, contains 0.2 acres, more or less.

Less and except all mineral rights.

WARRANTY DEED

In consideration of two hundred fifty Dollars (\$250.00 ). We convey and warrant to Dewitt E. Watkins & Janis Black Watkins, his wife the land described above

Witness our signatures the 20 Day of August 1973

*Mrs. Jeffie Cox Maroone*

Mrs. Jeffie Cox Maroone

*Joseph Maroone Jr.*  
Joseph Maroone Jr.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the county aforesaid MRS. JEFFIE COX MAROONE and JOSEPH MAROONE, JR., who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 20 day of August, 1973.  
My commission expires:

*Marlow*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:  
I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of September, 1973, at 2:45 o'clock P. M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 675 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973  
W. A. SIMS, Clerk

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

WARRANTY DEED

BOOK 132 PAGE 676

No. 3786

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 F. W. ESTES, do hereby sell, convey and warrant unto THOMAS L. NUTTER and JO NELL NUTTER, as joint tenants with right of survivorship and not as tenants in common the following described land and property being situated in Madison County, Mississippi, to-wit:

INDEXED

A parcel of land located and situated in the N 1/2 of Section 33, Township 8 North, Range 2 West described by metes and bounds as follows, to-wit;

Beginning at the Southeast corner at that certain one (1) acre of land, as described in Deed Book 120 and at Page 606 on file and of record in the Office of the Chancery Clerk at Canton, Madison County, Mississippi. From said point run Easterly and along the Southern boundary line of the William F. Whitehead, (prop.) a distance of 338 feet. Turn thence to the left and run Southwesterly a distance of 368 feet to a point which is 30 feet East of the center line of the Flora-Brownsville Road. Turn thence to the left and run Southerly and along the Eastern R.O.W. line of said road a distance of 105 feet. Turn thence to the left and run Easterly 210 feet to a point. Turn thence to the right and run Southerly a distance of 210 feet to the point of beginning, containing 2 1/2 acres more or less.

WITNESS MY SIGNATURE this 10 day of September, 1973.

*F. W. Estes*  
F. W. ESTES

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

WITNESS MY SIGNATURE AND SEAL this 13 day of September, 1973.

*W. A. Sims*  
NOTARY PUBLIC

My commission expires: *11/13/73*

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of September, 1973 at 9:00 o'clock A. M., and was duly recorded on the 18 day of Sept, 1973 Book No. 132 on Page 676 in my office.

Witness my hand and seal of office, this the 18 of Sept, 1973

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

R

QUIT CLAIM DEED

BOOK 132 PAGE 677

NO. 3767

**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, we, the undersigned FRANK VARNELL, JR., and NANNIE LOUISE VARNELL BATES, the sole heirs at law with PAULINE B. VARNELL, of FRANK VARNELL, SR., who died intestate in Madison County, Mississippi, do hereby sell, convey, release and quit claim all our right, title and interest in and to the below described property, to PAULINE B. VARNELL, to-wit:

Lot 2 Block 14, Allen's Addition to the Town of Flora, Madison County, Mississippi, according to a map or plat on file in the office of the Chancery Clerk of Madison County, Mississippi.

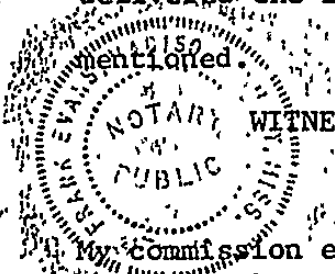
WITNESS OUR SIGNATURES this 1 day of August 1973.

Frank Varnell Jr.  
FRANK VARNELL, JR.

Nannie Louise Varnell Bates  
NANNIE LOUISE VARNELL BATES

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the county aforesaid FRANK VARNELL, JR. and NANNIE LOUISE VARNELL BATES, the sole heirs at law of FRANK VARNELL, SR., who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.



WITNESS MY SIGNATURE AND SEAL this 1 day of August, 1973.

Paul Train  
NOTARY PUBLIC

My Commission expires: 7/18/73

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of September, 1973, at 9:00 o'clock A.M., and was duly recorded on the 18 day of Sept, 1973, Book No. 132 on Page 677 in my office.

Witness my hand and seal of office, this the 18 of Sept, 19 73

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

f

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, the undersigned, MARY JOAN AULENBROCK KELTY, do hereby sell, convey and warrant unto JACKSON LAND IMPROVEMENT CO., INC., the land and property lying and being situated in the County of Madison, State of Mississippi, described as follows, to-wit:

INDEXED

A parcel of land containing 71.1 acres, more or less, located and situated in the East Half (E 1/2) of the West Half (W 1/2) of Section 29, Township 8 North, Range 2 East, Madison County, Mississippi, bounded on the north by the paved county public road, known as Mannsdale Road, on the west by the land of O. J. Andy, M.D., on the south by the west right of way line of Interstate Highway No. 55, and on the east by the land of Fred Schmidt; also being more particularly described by metes and bounds as follows:

From the point of intersection of the center line of the paved county public road known as Mannsdale Road, and the east line of Section 20, Township 8 North, Range 2 East, Madison County, Mississippi, run thence westerly along the centerline of Mannsdale Road a distance of 3,306.3 feet to a point; run thence S 00 degrees, 12 minutes E, 23.4 feet to an iron stake located on the South right of way line of Mannsdale Road, said iron stake being the point of beginning, and marking the Northeast Corner of the property herein described; run thence S 00 degrees, 12 minutes E, 4,220.0 feet to an iron stake located on the West ROW line of Interstate Highway No. 55, said iron stake marking the southeast corner of said property; run thence southwesterly along said West ROW line of I-55 to a point located 78 feet southwesterly of an existing concrete right of way marker; thence run N 01 degrees, 10 minutes W, 1,687.4 feet to a point; run thence N 00 degrees, 10 minutes W, 3,342.1 feet to an iron stake located on the South ROW line of Mannsdale Road, said iron stake marking the northwest corner of said property; run thence N 89 degrees, 22 minutes E, 674.3 feet to the point of beginning; containing 71.1 acres, more or less, and located in the W 1/2 of E 1/2 of W 1/2 of Section 29, Township 8 North, Range 2 East, Madison County, Mississippi.

The above described property constitutes no part of the homestead of the Grantor herein, nor any part thereof.

The warranty of this conveyance is subject to (a) The Madison County, Mississippi Zoning and Subdivision Ordinance of 1964;

(b) An easement for the construction and maintenance of a spur levee and channel change over and across 0.31 acres granted to the Mississippi State Highway Commission by instrument dated March 16, 1969, and recorded in Land Deed Book 73 at page 238 in the office of the aforesaid clerk.

THIS CONVEYANCE is subject to any and all applicable building restrictions, restrictive covenants, easements, rights-of-way, and mineral reservations of record.

Taxes for the year 1973 are hereby prorated between the Grantor and Grantees as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor, this the 17th day of September, 1973.

*Mary Joan Aulenbrock Kelty*  
MARY JOAN AULENBROCK KELTY

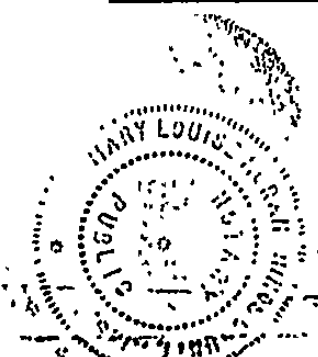
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Mary Joan Aulenbrock Kelty, who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as her own act and deed.

Given under my hand and official of office, this the 17th day of September, 1973.

*Mary Louise Moran*  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires May 12, 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 17 day of September, 1973 at 9:00 o'clock A. M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 678 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973

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



R

WARRANTY DEED

BOOK 182 PAGE 680

NO. 3770

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, KENNETH L. BLACK and WANDA BLACK, Grantors, do hereby convey and forever warrant unto TERREL LAMKIN, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

INDEXED

One acre, in the shape of a parallelogram the approximate north-west corner being that point numbered "142-A" on that plat of the 22.99 acre tract by me sold to State of Mississippi by deed of November 30, 1964, of record in Book 95, page 276, of the land records of Madison County, Mississippi, which plat appears of record in Plat Book No. 2, page 27, in the office of the Chancery Clerk of said County, the one acre, further, being bounded on West side by East line of said 20.99 acres, and on the North side by the Old Natchez Trace.

ALSO BEING DESCRIBED AS:

Commence at the point numbered "142-B" on the plat of the 20.99 acre tract recorded in Plat Book 2 at page 27 in the Chancery Clerk's Office, Madison County, Mississippi, and from said point run South 65 degrees 48 minutes East 25.37 feet to an iron pin, the point of beginning; thence North 49 degrees 39 minutes East 176.0 feet along a fence line to an iron pin; thence South 65 degrees 48 minutes East 249.3 feet along a fence line to an iron pin; thence South 49 degrees 39 minutes West 176.0 feet to an iron pin; thence North 65 degrees 48 minutes West 249.3 feet along a fence line to the point of beginning, containing .91 acres, more or less; and being situated in the NE $\frac{1}{4}$ , Section 22, Township 8 North, Range 3 East, Madison County, Mississippi.

WARRANTY OF THIS CONVEYANCE is subject to the following,

to-wit:

1. County of Madison and State of Mississippi ad valorem taxes for the year 1973.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded in

Supervisors Minute Book AD at page 266 in the office of the Chancery Clerk of Madison County, Mississippi.

3. The reservation by prior owners of all oil, gas, and other minerals lying in, on and under the subject property.

WITNESS OUR SIGNATURES on this the 17 day of September, 1973.

Kenneth L. Black  
Kenneth L. Black

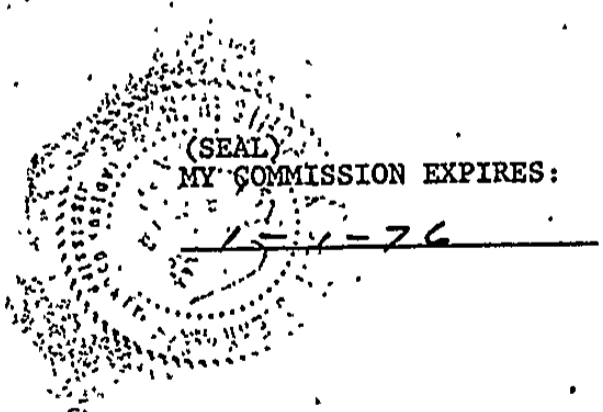
Wanda Black  
Wanda Black

STATE OF MISSISSIPPI  
COUNTY OF - Madison

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, KENNETH L. BLACK and wife, WANDA BLACK, who acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 17 day of September, 1973.

[Signature]  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of September, 1973 at 9:35 o'clock A. M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 680 in my office.

Witness my hand and seal of office, this the 18 of Sept., 19 73

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

STATE OF MISSISSIPPI  
 COUNTY OF MADISON

BOOK 132 PAGE 682

INDEXED

WHEREAS, International Paper Company has previously conveyed to Molpus Lumber Company 87.25 acres, more or less, of lands lying in Sections 18 and 19, Township 6 North, Range 7 East, Scott County, Mississippi, having a value fixed by agreement of the parties in said deed of conveyance of \$21,812.50, which deed contemplates as a moving consideration therefor an exchange of lands and a conveyance by Molpus Lumber Company of a tract or tracts of land of commensurate value, the value, identity and title of said lands to be subject to the approval of International Paper Company, and

WHEREAS, Molpus Lumber Company, consistent with the agreement and terms of said conveyance of International Paper Company to Molpus Lumber Company and the mutual agreement of the parties contained therein, has located and acquired by conveyance the lands hereinafter described and conveyed, which lands as to title, identity and fixed value of \$15,000.00, has the approval of International Paper Company, and

WHEREAS, this conveyance is now tendered by Molpus Lumber Company and accepted by International Paper Company in partial exchange, to the extent of its \$15,000.00 of value, for the above identified 87.25 acres of lands in Scott County, Mississippi heretofore conveyed by International Paper Company to Molpus Lumber Company, and

WHEREAS, the parties are desirous of continuing the agreement embodied in the deed of International Paper Company to Molpus Lumber Company of May 31, 1973, to the extent of the remaining value of \$6,812.50 should Molpus Lumber Company locate and acquire other and additional lands in performance of the agreement contained in said deed of International Paper Company to Molpus Lumber Company of May 31, 1973;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and in partial performance of said agreement for exchange, MOLPUS LUMBER COMPANY, a

Mississippi corporation, does hereby sell, convey and warrant specially unto INTERNATIONAL PAPER COMPANY, a New York corporation authorized to do business in the State of Mississippi, all of the following described real property situate, lying and being in the County of Madison and State of Mississippi, to-wit:

SW 1/4 NW 1/4 and NW 1/4 SW 1/4 and 17 acres on the south end of the NW 1/4 NW 1/4 of Section 21, Township 11 North, Range 5 East; containing 97 acres, more or less.

This conveyance is subject to the following:

1. The Zoning and Subdivision Ordinances of 1964, 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. Saving and excepting all of the oil, gas and other minerals which were reserved by prior owners.
3. Notwithstanding the warranty of this instrument ad valorem taxes for the year 1973 shall be apportioned between the parties hereto as of the date of execution of this instrument.

TO HAVE AND TO HOLD the within described property, together with the privileges and appurtenances thereunto properly belonging, and subject only to the exceptions and reservations herein contained, unto the Grantee, its successors and assigns forever.

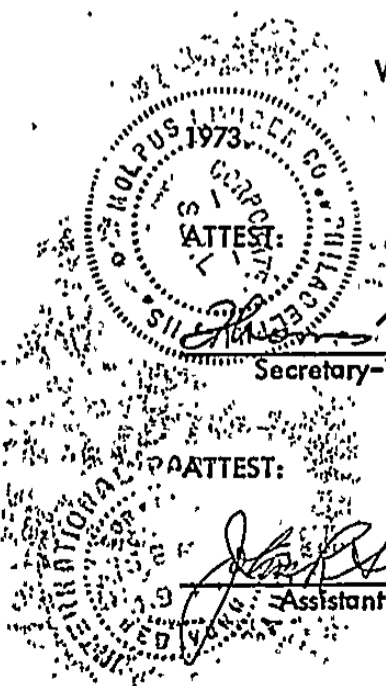
WITNESS the signatures of the parties this the 14 day of Sept.

MOLPUS LUMBER COMPANY

By Richard H. Molpus  
Richard H. Molpus, President

INTERNATIONAL PAPER COMPANY

By [Signature]  
Vice-President



By [Signature]  
Secretary-Treasurer

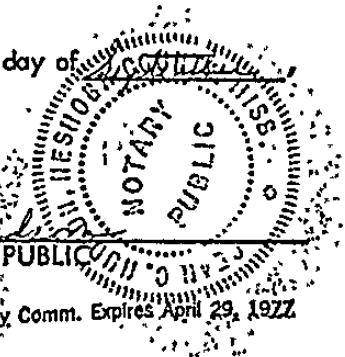
By [Signature]  
Assistant Secretary

STATE OF MISSISSIPPI  
COUNTY OF NESHOMA

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Richard H. Molpus, President, and Thomas W. Harmon, Secretary-Treasurer, of Molpus Lumber Company, a corporation, who acknowledged that they signed, executed and delivered the within and foregoing instrument of writing as and for their voluntary act and deed as such officers and as and for the voluntary act and deed of said corporation on the day and year therein mentioned.

WITNESS my hand and official seal this 14<sup>th</sup> day of September, 1973.

Sam C. [Signature]  
NOTARY PUBLIC  
My commission expires: My Comm. Expires April 29, 1977



STATE OF ALABAMA  
COUNTY OF MOBILE

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named F. O. FOWLER, VICE PRESIDENT, and JOHN R. SHINNEE, ASSISTANT SECRETARY, of International Paper Company, a corporation, who acknowledged that they signed, executed and delivered the within and foregoing instrument of writing as and for their voluntary act and deed as such officers and as and for the voluntary act and deed of said corporation on the day and year therein mentioned.

WITNESS my hand and official seal this 11<sup>th</sup> day of September, 1973.

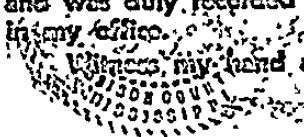
Anna K. [Signature]  
NOTARY PUBLIC  
My commission expires: My Commission Expires July 31, 1976



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 17 day of September, 1973, at 9:45 o'clock A. M., and was duly recorded on the 18 day of Sept, 1973 Book No. 132 on Page 682 in my office.

Witness my hand and seal of office, this the 18 of Sept, 1973  
By [Signature], W. A. SIMS, Clerk, D. C.



INDEXED

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, W. T. KERNOP and JOSIE MAE KERNOP, husband and wife, do hereby convey and warrant NO. 3773 unto D. O. DAVIS and PEARL M. DAVIS, husband and wife, as joint tenants with right of survivorship and not as tenants in common, the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A parcel of land fronting 200.0 feet on the east side of a private road, lying and being situated in the W 1/2 of Section 15, Township 8 North, Range 3 East, Madison County, Mississippi and more particularly described as follows:

Commencing at the most westerly corner of Lot 21 of Twin Lakes Heights as recorded in Plat Book 5 at Page 26 in the records of the Chancery Clerk of said county and run N 47° 22' W for 53 feet to a point; thence N 00° 14' W for 953.2 feet to a point on the east margin of a private road and the point of beginning of the property herein described; thence N 89° 46' E for 150 feet to a point; thence N 00° 14' W for 200 feet to a point; thence S 89° 46' W for 150 feet to a point on the east margin of said road; thence S 00° 14' E along the east margin of said road for 200 feet to the point of beginning.



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.

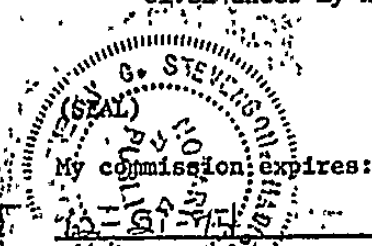
WITNESS our signatures this 12<sup>th</sup> day of September, 1973.

W. T. Kernop  
W. T. Kernop  
Josie Mae Kernop  
Josie Mae 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 12<sup>th</sup> day of September, 1973.

Beverly G. Stevenson  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of September, 1973, at 10:45 o'clock A. M., and was duly recorded on the 18 day of Sept., 1973, Book No. 132 on Page 685 in my office.

Witness my hand and seal of office, this the 18 of Sept, 1973

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

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, JACK P. DeBOER ASSOCIATES, INC., a Michigan Corporation, having its principal place of business at 240 North Rock Road, P. O. Box 18387, Wichita, Kansas 67218 does hereby sell, convey and warrant unto DeBOER SAJAK ASSOCIATES, a Kansas Limited Partnership, having its principal place of business at 240 North Rock Road, Wichita, Kansas the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A certain parcel of land lying and being situated in part of Lots 1,2,7 and 8, Block 35, Highland Colony, and being more particularly described as follows:

Beginning at the intersection of the West line of said Lot 7 with the intersection of the West line of said Lot 7 with the North right of way of County line Road; thence run easterly along the North right of way of said County line Road, 175.57 feet to the True Point of beginning; thence leaving said North right of way of said County line Road, turn thence left 89 degrees 59 minutes and run northerly, 1000.0 feet; turn thence left 90 degrees 01 minutes and run westerly, 35.78 feet; turn thence right 90 degrees 01 minutes and run northerly, 199.5 feet; turn thence right 89 degrees 59 minutes and run easterly, 398.51 feet to the point of curvature of a 30.1810 degree curve having a central angle of 45 degrees 44 minutes; continue thence easterly and along said 30.1810 degree curve to the right for an arc distance of 151.53 feet to the point of tangent; continue thence southeasterly and along said tangent, 70.63 feet; turn thence left 90 degrees 00 minutes and run northeasterly, 124.00 feet; turn thence right 90 degrees 00 minutes and run southeasterly, 267.76 feet; turn thence left 45 degrees 44 minutes and run easterly, 122.71 feet; turn thence right 90 degrees 01 minutes and run southerly, 115.00 feet; turn thence left 90 degrees 01 minutes and run easterly, 178.0 feet to the West right of way of Pear Orchard Road; turn thence right 90 degrees 01 minutes and run southerly along said West right of way of Pear Orchard Road, 790.50 feet; thence leaving the West right of way of said Pear Orchard Road, turn thence right 89 degrees 59 minutes and run westerly 236.15 feet; turn thence left 89 degrees 59 minutes and run southerly 80.90 feet to the aforementioned North right of way of County line Road; turn thence right 89 degrees 59 minutes and run westerly along said North right of way of County line Road, 888.28 feet to the point of beginning, containing 27.98 acres.

BLK 132 77687

Subject to all easements, restrictions, reservations, encumbrances and taxes of record.

WITNESS THE SIGNATURE of Jack P. DeBoer Associates, Inc., by its duly authorized Officer, this the 21<sup>st</sup> day of April, 1973.

JACK P. DEBOER ASSOCIATES, INC.



Frank L. Marshall  
1st. Secretary

By [Signature]  
Title: President

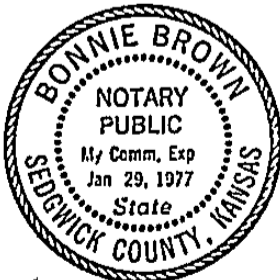
STATE OF KANSAS  
SEDGWICK COUNTY

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid Jack P. DeBoer who acknowledged to me that he is President of JACK P. DEBOER ASSOCIATES, INC., and that for and on behalf of said corporation he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized to do so.

GIVEN under my hand and seal, this the 21<sup>st</sup> day of April, 1973.

[Signature]  
Notary Public

My Commission Expires:





THE STATE



BOOK 132 PAGE 688  
OF KANSAS

OFFICE OF SECRETARY OF STATE  
ELWILL M. SHANAHAN • SECRETARY OF STATE

To all to whom these presents shall come, Greeting:

I, ELWILL M. SHANAHAN, Secretary of State of the State of Kansas, do hereby  
certify that the following and hereto attached is a true copy of

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
DeBOER SAJAK ASSOCIATES

FILED:

April 13, 1973

the original of which is now on file and a matter of record in this office.

IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed my official seal.

Done at the City of Topeka, this thirteenth day of

April A. D. 1973

Handwritten signature of Elwill M. Shanahan in cursive.

ELWILL M. SHANAHAN  
SECRETARY OF STATE

By

ASSISTANT SECRETARY OF STATE

73 APR 13 AM 11:55

\*BOOK 99 PAGE 564 BOOK 132 PAGE 689

SECRETARY OF STATE  
KANSAS

CERTIFICATE OF  
LIMITED PARTNERSHIP  
OF

DeBOER SAJAK ASSOCIATES

STATE OF KANSAS . )

COUNTY OF SEDGWICK )

The undersigned, DeBOER DEVELOPMENT CORPORATION, being the general partner of DeBOER SAJAK ASSOCIATES (the "Partnership") and being attorney-in-fact for all of the limited partners of the Partnership listed on Schedule A hereto, hereby signs, swears and certifies as follows:

1. The name of the Partnership is DeBOER SAJAK ASSOCIATES.
2. The business of the Partnership is to acquire, own, mortgage, operate and manage certain real property in Salt Lake City, Utah, Jackson, Mississippi and Knoxville, Tennessee (the "Real Property").
3. The principal place of business of the Partnership is at 240 North Rock Road, Wichita, Kansas but the Partnership shall also maintain offices at the sites of the Real Property in Salt Lake City, Utah, Jackson, Mississippi and Knoxville, Tennessee.
4. The partners of the Partnership, their status as limited or general partners and their places of residence are as listed on Schedule A annexed hereto.
5. The term of the Partnership shall commence on January 1, 1973 and shall continue until terminated by the earlier of (a) the bankruptcy or retirement of the general partner (unless an election is made to continue the business of the Partnership), (b) the sale of all of the

Real Property, or (c) the election by the general partner, with the consent of the limited partners, to terminate the Partnership.

6. Each limited partner has contributed to the capital of the Partnership, in cash, one-half (1/2) of the amount set forth opposite his name on Schedule A hereto.

Each limited partner has agreed to make on or before March 1, 1974, additional capital contributions to the Partnership, in cash, equal to one-half (1/2) of the amount set forth opposite his name on Schedule A hereto.

8. No fixed time has been agreed upon for the return of the capital contribution of any of the limited partners of the Partnership.

9. Commencing July 1, 1974, by reason of their respective capital contributions in the Partnership, each of the limited partners shall receive the following shares in the profits and income of the Partnership:

(a) an annual cumulative preferred return in an amount equal to 8% of the total capital contribution made by such limited partner to the Partnership; and

(b) such limited partner's pro rata share, in proportion to his respective capital contribution to the Partnership, of three-quarters (3/4) of the cash flow of the Partnership in excess of the annual preferred return paid to the limited partners.

10. A limited partner shall not sell, assign, pledge or otherwise encumber or dispose of his interest in the Partnership, without the prior written consent of the general partner and the limited partners.
11. No limited partner is to have a priority over other limited partners as to compensation by way of income, except that certain Representatives of the limited partners, who are also limited partners, shall receive \$7,500 per

annum, payable monthly commencing July 1, 1974, for representing the limited partners.

- 12. The limited partners may designate a substitute general partner to continue the business of the Partnership on the retirement or bankruptcy of the general partner.

DEBOER DEVELOPMENT CORPORATION  
as General Partner

APPROVED  
AS TO FORM  
LEGAL DEPT.

Attest:

*Jay A. Hartman*  
Secretary

BY

*Robert C. Foster*  
ROBERT C. FOSTER - VICE PRESIDENT

DEBOER DEVELOPMENT CORPORATION,  
as attorney-in-fact for each of the limited partners listed on Schedule A hereto pursuant to a power of attorney contained in an Agreement of Limited Partnership, dated as of January 1, 1973, which is on file in the office of the Partnership.

APPROVED  
AS TO FORM  
LEGAL DEPT.

Attest:

*Jay A. Hartman*  
Secretary

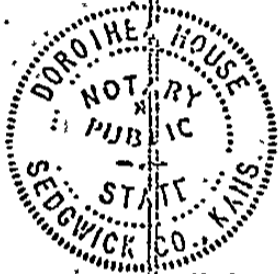
BY

*Robert C. Foster*  
ROBERT C. FOSTER - VICE PRESIDENT

STATE OF KANSAS )  
: SS.:  
COUNTY OF SEDGWICK )

On the 16<sup>th</sup> day of March, 1973, before me came ROBERT C. FOSTER, to me known, who, being by me duly sworn, did depose and say that he resides at 202<sup>nd</sup> ROCK ROAD, WICHITA, KANSAS, that he is the Vice President of DeBOER DEVELOPMENT CORPORATION, the corporation described in, and which executed the foregoing Certificate as General Partner; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name there- to by like order.

*Dorothea House*  
Notary Public

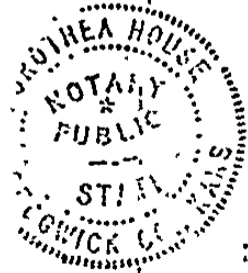


My Commission Expires: July 23, 1974

STATE OF KANSAS )  
: SS.:  
COUNTY OF SEDGWICK )

On the 16<sup>th</sup> day of March, 1973, before me came ROBERT C. FOSTER, to me known, who, by me being duly sworn, did depose and say that he resides at 202<sup>nd</sup> ROCK ROAD, WICHITA, KANSAS, that he is the Vice President of DeBOER DEVELOPMENT CORPORATION, the corporation described in and which executed the foregoing Certificate as attorney-in-fact for all of the limited partners as aforesaid; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

*Dorothea House*  
Notary Public



My Commission Expires: July 23, 1974

SCHEDULE A  
TO  
Certificate of Limited Partnership  
OF  
DEBOER SAJAK ASSOCIATES

General Partner                      Residence                      Capital Contribution

DeBoer Development Corpor-      240 North Rock Road  
ation                                      Wichita, Kansas

Limited Partners                      Residence                      Capital Contribution

Steven Ames                              911 Park Avenue                      \$ 40,000.00  
New York, New York

Charles F. Arlington, Jr.              1 Whipporwill Road                      \$ 45,000.00  
Portchester, New York

Kenneth E. Behring                      5410 Red Cypress Lane                      \$100,000.00  
Tamarac, Florida

Peter Bruan                                81 Harbor View West                      \$ 45,000.00  
Lawrence, New York

Richard H. Cooper                      79 Woodley Road                      \$100,000.00  
Winnetka, Illinois

Clive J. Davis                              88 Central Park West                      \$ 25,000.00  
New York, New York

Joel S. Ehrenkranz                      4 East 72nd Street                      )  
New York, New York                      )

Sanford B. Ehrenkranz                      605 Park Avenue                      ) \$ 50,000.00  
New York, New York                      )

Michael E. Schultz                      125 East 72nd Street                      )  
New York, New York                      )

Norman G. Fine                              15 Heathcote Drive                      \$ 25,000.00  
Albertson, New York

Albert Fried, Jr.                              857 Fifth Avenue                      \$100,000.00  
New York, New York

Jerome R. Goldstein                      857 Fifth Avenue                      \$ 25,000.00  
New York, New York

Lewis S. Goodman                              46 Perry Street                      \$ 50,000.00  
New York, New York

Limited Partners, Contd.	Residence	Capital Contributions
Robert W. Kahn	22 Innes Road Scarsdale, New York	\$ 75,000.00
Frank R. Lautenberg	36 Stonebridge Road Montclair, New Jersey	\$100,000.00
Herman Lebersfeld	11 Richard Drive Short Hills, New Jersey	\$ 50,000.00
Max Lebersfeld	11 Rippling Brook Drive Short Hills, New Jersey	\$ 50,000.00
John C. Lightfoot	21 Avon Road Larchmont, New York	\$ 50,000.00
Harold C. Mayer, Jr.	1035 Fifth Avenue New York, New York	\$ 50,000.00
Robert Raymond	123 Ridgewood Drive Glenridge, New Jersey	\$ 50,000.00
E. John Rosenwald, Jr.	384 E. Shore Road Kings Point, New York	\$ 50,000.00
Stanley Schwartz	205 East 69th Street New York, New York	\$ 30,000.00
Louis P. Singer	1381 Stevenson Road Hewlett, New York	\$100,000.00
Jordan Brock Stokes	126 Carthage Road Scarsdale, New York	\$ 45,000.00
Donald B. Stott	700 Park Avenue New York, New York	\$ 50,000.00
Mark J. Stuart, Jr.	415 East 52nd Street New York, New York	\$ 50,000.00
Laurence A. Tisch	126 Birchall Drive Scarsdale, New York	\$150,000.00
Preston R. Tisch	22 Hampton Road Scarsdale, New York	\$150,000.00
Robert V. Tishman	1095 Park Avenue New York, New York	\$ 50,000.00
Sigmund Wahrsager	700 Park Avenue New York, New York	\$ 50,000.00

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<u>Limited Partners, Contd.</u>	<u>Residence</u>	<u>Capital Contribution</u>
Will K. Weinstein	208 East 72nd Street New York, New York	\$ 45,000.00
Paul M. Weissman	2 Oxford Road White Plains, New York	\$ 50,000.00
		<u>\$ 850,000.00</u>

STATE OF MISSISSIPPI, County of Hinds:

I, Tom Virden, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 20 day of APRIL 1973, at 10:50 o'clock A. M., and was duly recorded on the 23 day of APRIL 1973, Book No. 99 Page 563 in my office.

Witness my hand and seal of office, this the 23 day of APRIL 1973.

TOM VIRDEN, Clerk

By [Signature] D. C.

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17<sup>th</sup> day of September, 1973, at 11:20 o'clock A. M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 686 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973

W. A. SIMS, Clerk

By [Signature] D. C.



WARRANTY DEED

BOOK 132 PAGE 696

NO. 3778

INDEXED

FOR AND IN CONSIDERATION of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, WILLIE LEE FLEMMING and HATTIE FLEMMING, husband and wife, do hereby convey and warrant unto TEVESTER FLEMMING and BARBARA ANN FLEMMING, husband and wife, with right of survivorship and not as tenants in common the following described property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing one (1) acres more or less in NW 1/4 of SW 1/4 of Section 22, Township 10 North, Range 5 East and more particularly described as follows, to-wit:

Starting at the first concrete Highway marker, east of what is known as the Section Road, and going east along Highway #43 for a distance of 4.53 chains to the point of beginning, and from said point of beginning run north 3.17 chains to a point, thence east 3.17 chains to a point, thence south 3.17 chains to the North Margin of said Highway #43, thence west along the north margin of Highway #43 a distance of 3.17 chains to the point of beginning and containing 1.0 acre more or less in the NW 1/4 of SW 1/4, Section 22, Township 10 North, Range 5 East.

Grantors agree to pay the 1973 taxes.

WITNESS OUR SIGNATURES, this the 17th day of September, 1973.

Willie Lee Fleming
WILLIE LEE FLEMMING
Hattie Fleming
HATTIE FLEMMING

STATE OF MISSISSIPPI
MADISON COUNTY

PERSONALLY appeared before me, the undersigned authority in and for said county and state aforesaid, the within named WILLIE LEE FLEMMING and HATTIE FLEMMING, who each 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 17 day of September, 1973.

W. A. Sims
CHANCERY CLERK

BY: Rita J. Wright D.C.

(SEAL)

MY COMMISSION EXPIRES: 1-1-76

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 17th day of September, 1973, at 11:40 o'clock A.M., and was duly recorded on the 18 day of Sept., 1973 Book No. 132 on Page 696 in my office.

Witness my hand and seal of office, this the 18 of Sept., 1973

W. A. SIMS, Clerk
By: S. Rashery, D.C.

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, T. A. PATTERSON and LOUIS L. PATTERSON, JR., Grantors, do hereby remise, release convey and forever quitclaim unto JOHN A. GORDON and wife, JEAN E. GORDON, Grantees, as joint tenants with full right of survivorship and not as tenants in common, all of my estate, right, title and interest in and to the following described real property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A certain tract or parcel of land located in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi and more particularly described as follows:

Starting at the NE corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 26, Township 7 North, Range 1 East, Madison County, Mississippi, thence north for a distance of 109.0 feet to a concrete marker, said marker being the point of beginning of this survey; thence south 79 degrees 14 minutes west for a distance of 538.6 feet to an iron pin; thence north 06 degrees 32 minutes west for a distance of 40.3 feet to an iron pin; thence north 83 degrees 31 minutes east for a distance of 537.1 feet to the aforesaid point of beginning, containing 0.25 acres, more or less.

WITNESS OUR SIGNATURES on this the 31<sup>st</sup> day of August, 1973.

*T. A. Patterson*

T. A. Patterson

*Louis L. Patterson, Jr.*

Louis L. Patterson, Jr.

STATE OF MISSISSIPPI

COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 31<sup>st</sup> day of August, 1973.

William L. Smith-Vannoy  
NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 31<sup>st</sup> day of August, 1973.

William L. Smith-Vannoy  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my Office this 17<sup>th</sup> day of September, 1973, at 4:45 o'clock P.M., and was duly recorded on the 18 day of Sept, 1973 Book No. 132 on Page 697 in my Office.

Witness my hand and seal of office, this the 18 of Sept, 1973.

By W. A. Sims, Clerk  
W. A. Sims, Clerk  
By S. R. Ashberry, D. C.