

FOR and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other valuable considerations, receipt of all of which is hereby acknowledged, I, MAURICE H. JOSEPH do hereby sell, convey and warrant unto M. A. LEWIS, JR. the following described land and property situated in Madison County, Mississippi, to-wit:

No. 562

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All of that land and property more particularly described in Exhibit "A" hereto attached which said Exhibit "A" is made a part hereof just as though copied herein in full in words and figures, the said separate parcels described in said Exhibit "A" constituting one contiguous tract or parcel of land to be known as Lot 261, Lake Lorman, Part 9.

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

The Grantor does hereby grant unto the said Grantees, and unto Grantees successors in title a non-exclusive, perpetual and irrevocable easement over and across those certain areas forty feet in width designated "Reserved for private drive" on the plats of those subdivisions known as Lake Lorman Part 1 to 5, each inclusive, recorded in the office of the Chancery Clerk of Madison County, Mississippi, as well as those parcels of land twenty (20) feet in width described in conveyance from Piedmont, Inc. to Nelson Virden, recorded in Book 117 at Page 341 in said Chancery Clerk's office, for purposes of ingress and egress to and from the public roads at the extremity of said private drives and to all easements abutting Lake Lorman and Little Lake Lorman, this conveyance being made subject to the provisions of a certain covenant between Piedmont, Inc. and Madison County, Mississippi, relative to said private drives recorded in Deed Book 305 at Page 348 in the office of the Chancery Clerk of Madison County, Mississippi.

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

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

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

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

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

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

~~4. No building shall be erected, placed, altered, or permitted to remain on any such residential lot other than one residential building meeting the specifications hereinafter set out, and not more than one residence shall be permitted on any lot at any one time.~~

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

~~6. No building shall be erected, placed, altered, or permitted to remain on any such residential lot other than one residential building meeting the specifications hereinafter set out, and not more than one residence shall be permitted on any lot at any one time.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

There is excepted from the warranty of this conveyance and this conveyance is made subject to a certain easement heretofore granted by Piedmont, Inc. to Lake Lorman Lot Owners Association, Inc. for construction, repair and maintenance of a water pipe line over, across and under a strip of land ten feet (10) in width off of the entire East side of Parcel W shown on said Exhibit "A".

The Grantor does hereby grant unto the Grantees to the extent that the Grantor has the right so to do, and unto Grantees successors in title to the herein conveyed property, the right and privilege to divide the parcel of land hereby conveyed into not more than four separate parcels or lots, any lot so carved or created out of the entire parcel hereby conveyed to have lot lines, dimensions and angles identical to one of the four separate parcels described in Exhibit "A" attached hereto, being Parcels W, X, Y and Z; but if said land is so divided, each separate parcel or lot shall be subject to the covenants hereinabove set out, each to be treated and considered as a separate residential lot, each to have appurtenant to it each and every easement which is made by this deed appurtenant to the entire parcel composed of Parcels

W, X, Y and Z, and each to be assessed with and liable for a separate annual maintenance fee as assessed by the Board of Governors of Lake Lorman, except that there shall be only one maintenance fee collected from the Grantee named herein or from a successor in title to the whole tract while the whole tract hereby conveyed is owned by one individual or by one individual and his or her spouse.

18. The owner of said lot hereby conveyed shall have the right to keep livestock on said property provided said owner erects and maintains a fence across the entire west end of said property, and provided further that said owner erects such other fences as will at all times contain said livestock and keep said livestock out of roads and from trespassing upon any property other than that hereby conveyed.

19. The owner of the lot hereby conveyed shall have the right to keep one or more boat trailers and one or more horse trailers on the lot hereby conveyed. The said lot owner shall further have the right to construct and maintain on said property a barn for horses and a kennel for dogs belonging to said lot owner provided any such barn or any such kennel shall not be built nearer than 75 feet from the outside property lines of said lot hereby conveyed.

The ad valorem taxes for the current year having this day been prorated between Grantor and Grantee, the Grantee assumes and agrees to pay the ad valorem taxes when due.

Witness my signature, this the 22nd day of December, 1973.

*Maurice H. Joseph*  
Maurice H. Joseph

STATE OF MISSISSIPPI

COUNTY OF HINDS: :::::

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Maurice H. Joseph who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and seal, this, the 22nd day of December, 1973.



*Martha Smiley May*  
Notary Public  
My Com. Expires: *Jan 17, 1976*

EXHIBIT A"

BOOK 134 PAGE 303

Parcel "W", being

A certain parcel of land situated in Section 5 T7N-R1E, Madison County, Mississippi and being more particularly described as follows:

Beginning at the Southeast corner of Section 6 T7N-R1E, and run North 3643.27 feet; thence North 30 degrees 42 minutes West for a distance of 257.58 feet; thence North 59 degrees 18 minutes East for a distance of 40 feet to the East right of way of a 40 foot drive; thence South 30 degrees 42 minutes East along the East right of way for a distance of 2602 feet; thence South 28 degrees 17 minutes East along the East right of way for a distance of 283.5 feet; thence South 45 degrees 12 minutes East along the East right of way for a distance of 200 feet to the point of beginning of the property herein described; continue thence South 45 degrees 12 minutes East along the East right of way for a distance of 77.0 feet; thence South 67 degrees 13 minutes East along said East right of way for a distance of 150.0 feet; thence North 22 degrees 47 minutes East for a distance of 200.0 feet; thence North 67 degrees 13 minutes West for a distance of 50.0 feet; thence North 58 degrees 46 minutes West for a distance of 98.4 feet; thence South 44 degrees 48 minutes West for a distance of 200.0 feet to the point of beginning.

(Description continued on following page)

*(Handwritten initials)*



ALSO: Parcel "X", being

A certain parcel of land situated in Section 5, T7N, R1E, Madison County, Mississippi, and being more particularly described as follows:

Beginning at the southeast corner of Section 6, T7N, R1E, and run North 3643.27 feet; thence North 30 degrees 42 minutes West for a distance of 257.88 feet; thence North 59 degrees 18 minutes East for a distance of 40 feet to the East right of way of a 40 foot drive; thence South 30 degrees 42 minutes East along the East right of way for a distance of 260.2 feet; thence South 28 degrees 17 minutes East along the East right of way for a distance of 283.5 feet; thence South 45 degrees 12 minutes East along the East right of way for a distance of 277.0 feet; thence South 67 degrees 13 minutes East along the East right of way for a distance of 150 feet to the point of beginning of the property herein described; thence North 22 degrees 47 minutes East for a distance of 200 feet; thence South 67 degrees 13 minutes East for a distance of 100 feet; thence South 22 degrees 47 minutes West for a distance of 200 feet to the East right of way of a 40 foot drive; thence North 67 degrees 13 minutes West along the East right of way for a distance of 100 feet to the point of beginning.

(Description continued on following page)

M 41

ALSO: Parcel "Y", being

A certain parcel of land situated in Section 5, T7N, R1E, Madison County, Mississippi, and being more particularly described as follows:

Beginning at the southeast corner of Section 6, T7N, R1E, and run North 3643.27 feet; thence North 30 degrees 42 minutes West for a distance of 257.58 feet; thence North 59 degrees 18 minutes East for a distance of 40 feet to the East right of way of a 40 foot drive; thence South 30 degrees 42 minutes East along the East right of way for a distance of 260.2 feet; thence South 28 degrees 17 minutes East along the East right of way for a distance of 283.5 feet; thence South 45 degrees 12 minutes East along the East right of way for a distance of 277.0 feet; thence South 67 degrees 13 minutes East along the East right of way for a distance of 250 feet to the point of beginning of the property herein described; thence North 22 degrees 47 minutes East for a distance of 200 feet; thence South 67 degrees 13 minutes East for a distance of 100 feet; thence South 22 degrees 47 minutes West for a distance of 200 feet to the East right of way of said drive; thence North 67 degrees 13 minutes West along the East right of way of said drive for a distance of 100 feet to the point of beginning.

(Description continued on following page)

M.A.

ALSO: Parcel "Z", being

A certain parcel of land situated in Section 5, T7N, R1E, Madison County, Mississippi, and being more particularly described as follows:

Beginning at the southeast corner of Section 6, T7N, R1E and run North 3643.27 feet; thence North 30 degrees 42 minutes West for a distance of 257.58 feet; thence North 59 degrees 18 minutes East for a distance of 40 feet to the East right of way of a 40 foot drive; thence South 30 degrees 42 minutes East along the East right of way for a distance of 260.2 feet; thence South 28 degrees 17 minutes East along the East right of way for a distance of 283.5 feet; thence South 45 degrees 12 minutes East along the East right of way for a distance of 277.0 feet; thence South 67 degrees 13 minutes East along the East right of way for a distance of 350 feet to the point of beginning of the property herein described; thence North 22 degrees 47 minutes East for a distance of 200 feet; thence South 67 degrees 13 minutes East for a distance of 100 feet; thence South 22 degrees 47 minutes West for a distance of 200 feet to the East right of way of a 40 foot drive; thence North 67 degrees 13 minutes West along said East right of way for a distance of 100 feet to the point of beginning.

MMA

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 6 day of February, 1974, at 9:00 o'clock A. M., and was duly recorded on the 12 day of Feb, 1974 Book No. 134 on Page 296 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

W. A. SIMS, Clerk

By S. R. Ashley, D. C.

WARRANTY DEED

BOOK 134 PAGE 307

INDEXED

NO. 563

FOR and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other valuable considerations, receipt of all of which is hereby acknowledged, I, MAURICE H. JOSEPH do hereby sell, convey and warrant unto M. A. LEWIS, JR. the following described land and property situated in Madison County, Mississippi, to-wit:

A certain parcel of land which is more particularly described in Exhibit "A" attached hereto and made a part hereof just as though copied herein in full in words and figures, and which said parcel of land shall hereinafter sometimes be referred to as Lot 253 of Lake Lorman, Part 9, for purposes of reference and identification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Witness my signature, this the 22nd day of December, 1973.

*Maurice H. Joseph*  
Maurice H. Joseph

STATE OF MISSISSIPPI

COUNTY OF HINDS:::::

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Maurice H. Joseph who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and year thereinmentioned.

Given under my hand and seal, this the 22nd day of December,



*W. H. Ashley*  
Notary Public

My Com. Expires: *Jan 17 1976*

EXHIBIT "A"

BOOK 134 PAGE 313

A certain parcel of land situated in Sections 5 & 6, T7N, R1E, Madison County, Mississippi, and being more particularly described as follows:  
Beginning at the southeast corner of said Section 6 and run North 3643.27 feet; thence North 30 degrees 42 minutes West for a distance of 257.58 feet; thence North 59 degrees 18 minutes East for a distance of 40 feet to the East right of way of 40 foot drive and the point of beginning; thence North 30 degrees 42 minutes West along the East right of way for a distance of 179.1 feet; thence North 89 degrees 43 minutes East for a distance of 231.92 feet; thence South 30 degrees 42 minutes East for a distance of 82.32 feet; thence South 59 degrees 18 minutes West for a distance of 200.0 feet; to the East right of way of 40 foot drive; thence North 30 degrees 42 minutes West along said drive for a distance of 20.9 feet to the point of beginning.

*W.A.S.*

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 6 day of February, 1924, at 9:00 o'clock A. M., and was duly recorded on the 12 day of Feb., 1924 Book No 734 on Page 307 in my office.

Witness my hand and seal of office, this the 12 of February, 1924

W. A. SIMS, Clerk

By Shasheng, D. C.

WARRANTY DEED

BOOK 134 PAGE 314

INDEXED

No. 564

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, LILLIE D. MABRY, Grantor, do hereby convey and forever warrant unto G. M. CASE, C. R. MONTGOMERY and W. LARRY SMITH-VANIZ, Grantees, the Grantor's undivided one-fourth (1/4th) interest in and to the following described property lying and being situated in Madison County, Mississippi, to-wit:

The North 16-2/3 chains of the West 12 chains of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 2, Township 9 North, Range 3 East, Madison County, Mississippi.

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

1. County of Madison and State of Mississippi ad valorem taxes for the year 1974.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded in Supervisors Minute Book AD at Page 266.

WITNESS MY SIGNATURE on this the 30<sup>th</sup> day of

January, 1974.

Lillie D Mabry  
Lillie D. Mabry

STATE OF MISSISSIPPI  
COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, LILLIE D. MABRY, who acknowledged to me that she 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

20<sup>th</sup> day of January, 1974.



W. A. Sims  
Notary Public

MY COMMISSION EXPIRES:

March 8, 1977

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 6 day of February, 1974, at 9:00 o'clock A. M., and was duly recorded on the 12 day of Feb, 1974, Book No. 134 on Page 314 in my office.

Witness my hand and seal of office, this the 12 of February, 19 74

W. A. SIMS, Clerk

By Rashley, D. C.

INDEXED

WHEREAS, Ora Johnson Winston now deceased owned the property below described: and

NO. 565

WHEREAS Ora Johnson Winston passed without a will along about the year of 1948, and

WHEREAS, the sole and only heirs at law of Ora Johnson are Bettie J. Lewis, her <sup>sister</sup> ~~daughter~~, and <sup>Clarence Johnson</sup> ~~son~~, her <sup>son</sup> ~~son~~; and

WHEREAS, <sup>Clarence Johnson</sup> ~~her son~~ passed without a will some few years ago and left as his sole and only heirs at law, Willie H. Johnson, his widow, the the following children, Clarence Johnson, Jr., Tom Johnson, Edward Johnson, Harry Johnson, Willie Johnson and Cleo Johnson; and

WHEREAS, all parties named in this deed are adults and under no legal disabilities; and

WHEREAS, all debts of Ora Johnson Winston and <sup>Clarence Johnson</sup> have been paid in full, including all expenses of last illness and funeral bills; and

WHEREAS, the undersigned desire to divide said land by partition deed.

NOW, THEREFORE in consideration of the premises, we, WILLIE H. JOHNSON, CLARENCE JOHNSON, JR., TOM JOHNSON, EDWARD JOHNSON, HARRY JOHNSON, WILLIE JOHNSON and CLEO JOHNSON, do hereby convey and warrant unto BETTIE J. LEWIS, the following described land lying and being situated in Madison County, Mississippi, to-wit:

The North-half (N 1/2) of the S $\frac{1}{2}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 7, Township 7 North, Range 2 East, less lot 105 feet by 105 feet situated in the Town of Madison, Madison County, Mississippi.

AND FOR THE ABOVE CONSIDERATION, I, BETTIE J. LEWIS, do hereby convey and warrant unto WILLIE H. JOHNSON, CLARENCE JOHNSON, JR., TOM JOHNSON, EDWARD JOHNSON, HARRY JOHNSON, WILLIE JOHNSON and CLEO JOHNSON the following described land lying and being situated in Madison County, Mississippi, to-wit:

The South-half (S $\frac{1}{2}$  1/2) of the S $\frac{1}{2}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of SEP, Section 7, Township 7 North, Range 2 East, less lot 105 by 105 feet situated in the Town of Madison, Madison County, Mississippi.

The above described land is no part of the homestead of any of the parties to this deed.

WITNESS OUR SIGNATURES, this the 1st day of August, 1973.

*Bettie J. Lewis*  
BETTIE J. LEWIS

*Willie H. Johnson*  
WILLIE H. JOHNSON

*Clarence Johnson, Jr.*  
CLARENCE JOHNSON, JR.

Tom Johnson  
TOM JOHNSON

Edward Johnson  
EDWARD JOHNSON

Harry Johnson  
HARRY JOHNSON

Willie Johnson  
WILLIE JOHNSON

Cleo Johnson  
CLEO JOHNSON

STATE OF MISSISSIPPI

Leflore COUNTY

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the within named BETTIE J. LEWIS, 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 14 day of August,

P. J. Weston  
NOTARY PUBLIC



My Commission Expires February 10, 1975

MY COMMISSION EXPIRES: \_\_\_\_\_

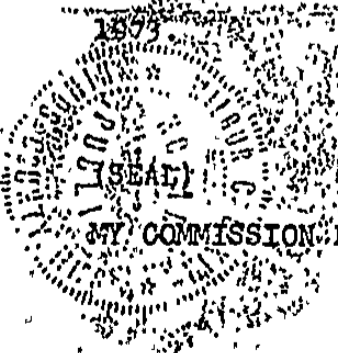
STATE OF MISSISSIPPI

HINDS COUNTY

PERSONALLY appeared before me, the undersigned authority in and for said county and state aforesaid, the within named WILLIE H. JOHNSON, 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 20 day of August,

Willard C. Eskin  
NOTARY PUBLIC



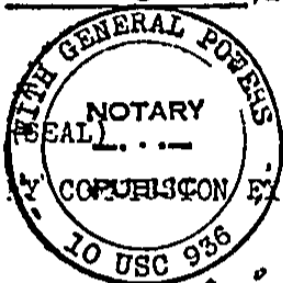
MY COMMISSION EXPIRES: 10-4-74

STATE OF WITH THE ARMED FORCES OF THE UNITED STATES )  
COUNTY OF AT CAMP ZAMA, KANAGAWA-KEN, HONSHU, JAPAN )

SS:

PERSONALLY appeared before me; the undersigned authority in and for said county and state aforesaid, the within named CLARENCE JOHNSON, JR., who acknowledged that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 29th day of August, 1973.

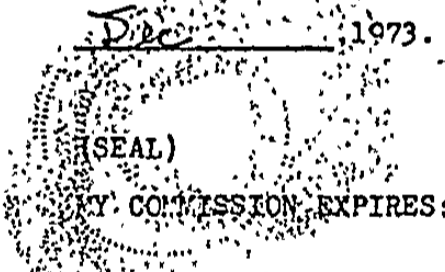


Robert P. Hightower  
NOTARY PUBLIC  
ROBERT P. HIGHTOWER, CPT. JAGC, 401-66-5036  
ASST STAFF JUDGE ADVOCATE  
HEADQUARTERS, U.S. ARMY JAPAN  
PERMANENT HOME ADDRESS: KENTUCKY

STATE of Miss  
COUNTY OF Hinds

PERSONALLY appeared before me, the undersigned authority in and for said county and state aforesaid, the within named TOM JOHNSON, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal, this the 14 day of Dec, 1973.

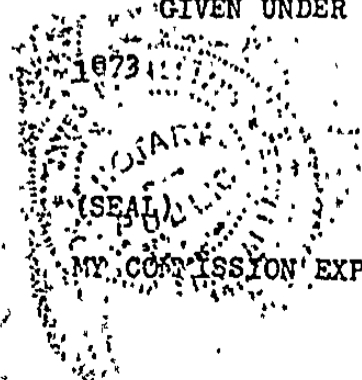


S. Kelly  
NOTARY PUBLIC

STATE OF Georgia  
COUNTY OF Gulton

PERSONALLY appeared before me, the undersigned authority in and for said county and state aforesaid, the within named EDWARD JOHNSON, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND official seal, this the 26 day of January, 1973.



James R. Williams  
NOTARY PUBLIC

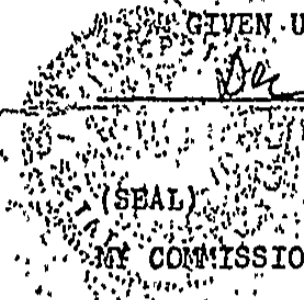
MY COMMISSION EXPIRES: 3-30-76

STATE OF New York  
COUNTY OF New York

BOOK 134 PAGE 319

PERSONALLY appeared before me, the undersigned authority in and for said county and state aforesaid, the within named HARRY JOHNSON, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal, this the 6 Day of Dec, 1973.



Irwin Epstrin  
NOTARY PUBLIC

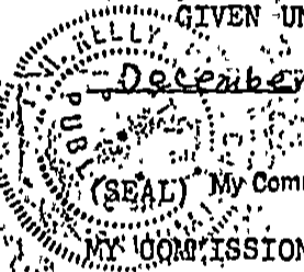
IRWIN EPSTRIN  
Notary Public, State of New York  
Qualified in New York County  
No. 31-6191/60  
Cert. filed in N.Y. Co. Clk's & Reg. Off.  
Commission Expires March 30, 1974

MY COMMISSION EXPIRES: March 30, 1974

STATE OF Miss  
COUNTY OF Rich

PERSONALLY appeared before me, the undersigned authority in and for said county and state aforesaid, the within named WILLIE JOHNSON, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal, this the 21 day of December, 1973.



J. H. Kelly  
NOTARY PUBLIC

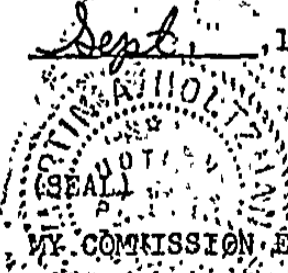
(SEAL) My Commission Expires Aug. 11, 1977

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF Illinois  
COUNTY OF Cook

PERSONALLY appeared before me, the undersigned authority in and for said county and state aforesaid, the within named CLEO JOHNSON, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal, this the 22 day of Sept, 1973.



Monte Ballyman  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 6 day of February, 1974, at 11:00 o'clock A M., and was duly recorded on the 12 day of Feb, 1974, Book No. 134 on Page 316 in my office.

Witness my hand and seal of office, this the 12 of February, 1974.

W. A. SIMS, Clerk

By A. R. Ashburn, D. C.



STATE OF MISSISSIPPI  
COUNTY OF MADISON

UNINDEXED

BOOK 134 PAGE 320

NO. 566

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, on the 24th day of October, 1972, a certain Deed of Trust was executed by Otha Dixon and wife, Ruby Lee Dixon, Grantors; conveying the hereinafter described land and property securing a certain indebtedness therein described in favor of BAILEY MORTGAGE COMPANY, Beneficiary, which said Deed of Trust is recorded in Book 390 at Page 690 of the land records in the Office of the Chancery Clerk of Madison County at Canton, Mississippi, and which said Deed of Trust and the indebtedness secured thereby was transferred and assigned by said Beneficiary to the FEDERAL NATIONAL MORTGAGE ASSOCIATION by assignment dated October 24, 1972 and recorded in Book 390 at Page 704 in said Chancery Clerk's Office.

WHEREAS, I was appointed as Substitute Trustee in the above referenced Deed of Trust by instrument dated December 5, 1973, and recorded in Land Mortgage Book 399 at Page 942 in said Chancery Clerk's Office, and a legal and proper Notice of Sale was published in the Madison County Herald a legal newspaper published in the City of Canton in Madison County, Mississippi, in its issues of January 10, 17, 24 and 31, 1974, and was posted as provided by law on the 8th day of January, 1974.

WHEREAS, on the 1st day of February, 1974, pursuant to said notice, the undersigned did offer for sale and sell, as provided by law and the Notice of Sale, the said land and property to FEDERAL NATIONAL MORTGAGE ASSOCIATION in consideration of the sum of Fifteen Thousand Nine Hundred Sixty-two and 92/100 Dollars (\$15,962.92) cash it being

the highest and best bid at the sale, which sale was held strictly in accordance with all legal requirements, the terms of the aforesaid Deed of Trust, and with Substitute Trustee's Notice of Sale hereinabove referred to;

NOW, THEREFORE, I, LLOYD G. SPIVEY, JR., as Substitute Trustee under said Deed of Trust, in consideration of the premises and the sum of Fifteen Thousand Nine Hundred Sixty-two and 92/100 Dollars (\$15,962.92) cash in hand paid and in accordance with all of the foregoing proceedings had and conducted, do hereby sell and convey to FEDERAL NATIONAL MORTGAGE ASSOCIATION the following described land and property situated in the City of Canton, County of Madison, State of Mississippi, to-wit:

Lot Thirty-Eight (38), Presidential Heights, Part 2, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which map or plat is hereby made in aid of and as a part of this description.

WITNESS MY SIGNATURE, this the 4th day of February, 1974.

*Lloyd G. Spivey, Jr.*  
Lloyd G. Spivey, Jr.  
Substitute Trustee

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, LLOYD G. SPIVEY, JR., Substitute Trustee, who acknowledged that he signed and delivered the foregoing Substitute Trustee's Deed on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 4th day of February, 1974.

*Abbie M. Hober*  
Notary Public

My commission expires:  
Feb 15 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 6 day of February, 1974, at 11:10 o'clock A.M., and was duly recorded on the 12 day of Feb., 1974, Book No. 134 on Page 320 in my office.

Witness my hand and seal of office, this the 12 of February, 1974.

W. A. SIMS, Clerk

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

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, C. R. HERRON, JR., and CAROL H. BRYANT, Grantors, do hereby convey and forever warrant unto JACK S. PARKER and CONSTANCE M. PARKER, as joint tenants with full right of survivorship and not as tenants in common, Grantees, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot No. 46 on the North Side of East Peace Street, according to map of George & Dunlap filed in Chancery Clerk's office of Madison County, Mississippi.

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

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1974, which shall be prorated as follows: Grantors: \$18.74 Grantees: BALANCE.

WITNESS OUR SIGNATURES on this the 6<sup>th</sup> day of

February, 1974.

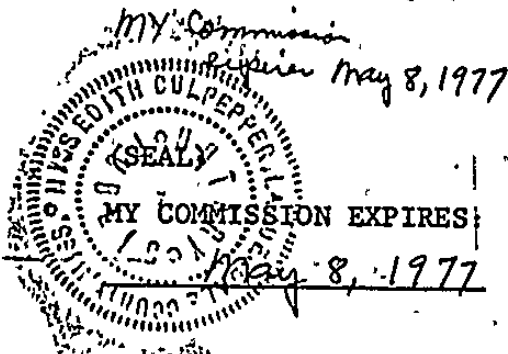
  
C. R. HERRON, JR.

  
CAROL H. BRYANT

STATE OF MISSISSIPPI  
COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, CHARLES R. HERRON, JR., who acknowledged to me that he 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 4 day of February, 1974.

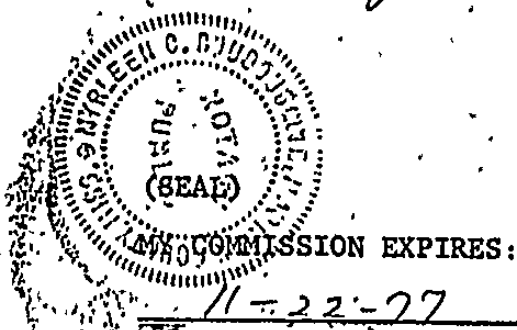


Edith Culpepper  
Notary Public

STATE OF MISSISSIPPI  
COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL on this the 6<sup>th</sup> day of February, 1974.



Myrleen C. Boudouque  
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 6 day of February, 1974, at 1:30 o'clock P.M., and was duly recorded on the 12 day of Feb., 1974, Book No. 134 on Page 322 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

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

WARRANTY DEED

For a valuable consideration, not necessary here to mention cash in hand paid to the grantor by the grantees herein, the receipt of which is hereby acknowledged, and the further consideration of Twenty Two Thousand Five Hundred Dollars (\$22,500.00) with interest and incidents due the grantor by the grantees herein as evidenced by promissory note described in and secured by purchase money deed of trust of even date herewith, I, MAYBELLE H. HARRIS, a widow, do hereby convey and warrant unto WILLIAM E. FIELDS and HELAINE W. FIELDS as joint tenants with rights of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

120 feet evenly off the north end of Lot 9 on the south side of Vest Peace Street according to map of the City of Canton, Madison County, Mississippi, made by George and Dunlap in 1898, now on file in the Chancery Clerk's Office for said county, reference to said map being here made in aid of and as a part of this description.

This conveyance is executed subject to:

- (1) Such matters or facts as would be revealed by an accurate survey and inspection of the premises.
- (2) Zoning Ordinance and Building Regulations of the City of Canton, Mississippi.
- (3) Ad valorem taxes for the year 1974 which shall be paid when due 3/12ths by the grantor and 9/12ths by the grantees.
- (4) Party wall rights as reserved by the grantor in that deed executed by M. S. Hill to C. N. Harris dated May 27, 1931, recorded in Land Record Book 8 at Page 42 thereof in the Chancery Clerk's Office for said county.
- (5) Conveyance of a strip of land 18 feet in width for street purposes as stated in that deed executed by C. N. Harris, et al., to the City of Canton, Mississippi, dated November 11, 1936, recorded in Land Record Book 10 at Page 447 thereof in the Chancery Clerk's Office for said county.
- (6) Grantor herein reserves the right to use and retain possession of the above described property until April 6, 1974, but does hereby expressly covenant and agree to deliver possession of the property herein conveyed to grantees on or before April 6, 1974.

In addition to the aforesaid purchase money deed of trust, grantor herein retains a vendor's lien to secure the payment of the balance due on the purchase price of the above described property, but a satisfaction and cancellation of said

purchase money deed of trust shall also operate as a satisfaction and cancellation of the vendor's lien herein retained.

WITNESS my signature this 5th day of February, 1974.

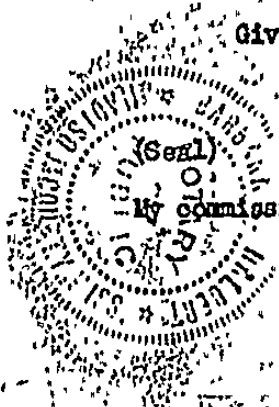
May Belle H. Harris  
MayBelle H. Harris

STATE OF MISSISSIPPI

MADISON COUNTY

Personally appeared before me, a Notary Public in and for said County and State, the within named MAYBELE H. HARRIS 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 6<sup>th</sup> day of February, 1974.



Dickenson B. Hutchison  
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 6 day of February, 1974, at 1:40 o'clock P. M., and was duly recorded on the 12 day of Feb, 1974, Book No. 134 on Page 324 in my office.

Witness my hand and seal of office, this the 12 of February, 19 74

W. A. SIMS, Clerk

By W. A. Sims, D. C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED, a Mississippi corporation, acting by and through its duly and legally authorized officer, Samuel J. Nicholas, Jr., Executive Director, does hereby sell, convey and warrant unto

WALTER CALDWELL and BERNICE CALDWELL as joint

tenants with full rights of survivorship and not

as tenants in common

the following described land and property situated in the County of MADISON, State of Mississippi, to-wit:

SEE ATTACHED EXHIBIT "A"

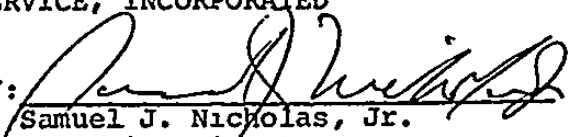
Excepted from the warranty hereof are all restrictive covenants, easements, rights-of-way, and mineral reservations of record pertaining to said property.

It is agreed and understood that the taxes for the current year have been prorated as of this date and the Grantee Assumes and agrees to pay all taxes for the year 1974 and subsequent years.

WITNESS THE SIGNATURE OF MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED by its duly authorized officer, this the

6th day of FEBRUARY, 1974.

MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED

BY:   
Samuel J. Nicholas, Jr.  
Executive Director

STATE OF MISSISSIPPI

COUNTY OF MADISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 6th day of FEBRUARY, 1974.

*Land Pace*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:





EXHIBIT "A"

A Lot or Parcel of Land fronting 40 Feet on the West side of Walnut Street, being a Part of Lot 12 on the West side of Walnut Street, according to the 1961 Official Map of the City of Canton, and more particularly described as follows, to-wit:

Beginning at a point on the West line of Walnut Street that is 165 Feet South of the intersection of the West line of Walnut Street with the South line of Academy Street and run West at right angles to said Walnut Street for 100 Feet to a point; thence turn right and angle of 90°00' and run 37 Feet to a point; thence turn right an angle of 88° 17' and run 100 Feet to a point on the West line of said Walnut Street; thence turn right an angle of 91° 43' and run along the West line of said Walnut Street for 40 Feet to the point of beginning, said land and property lying and being situated in the City of Canton, County of Madison, State of Mississippi.

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 6 day of February, 1974, at 1:45 o'clock P. M., and was duly recorded on the 12 day of Feb., 1974 Book No. 134 on Page 326 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

W. A. SIMS, Clerk

By [Signature], D. C.

INDEXED

BOOK 134 PAGE 329

NO 571

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED, a Mississippi corporation, acting by and through its duly and legally authorized officer, Samuel J. Nicholas, Jr., Executive Director, does hereby sell, convey and warrant unto

ROBERT JAMES DYSON and ELIZABETH DYSON as

joint tenants with full rights of survivorship

and not as tenants in common

the following described land and property situated in the County of MADISON, State of Mississippi, to-wit:

SEE ATTACHED EXHIBIT "A"

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

It is agreed and understood that the taxes for the current year have been prorated as of this date and the Grantee Assumes and agrees to pay all taxes for the year 1974 and subsequent years.

WITNESS THE SIGNATURE OF MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED by its duly authorized officer, this the

6th day of FEBRUARY, 1974.

MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED

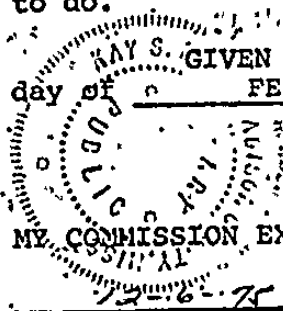
BY:   
Samuel J. Nicholas, Jr.  
Executive Director

STATE OF MISSISSIPPI

COUNTY OF MADISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 6th day of FEBRUARY, 197 4.



[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2-6-75

BOOK 134 PAGE 331

EXHIBIT "A"

A Lot or Parcel of Land fronting 60 Feet on the West side of Cisne Avenue being more particularly described as follows, to-wit:

All of Lot 6, Block "G", Maris Town Addition, a Subdivision according to a map or plat thereof, which is of record in Plat Book 3 at Page 31 in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

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 6 day of February, 1974, at 1:45 o'clock P.M., and was duly recorded on the 12 day of Feb., 1974 Book No. 134 on Page 329 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

W. A. SIMS, Clerk

By J. Rashley, D. C.

INDEXED

BOOK 134 PAGE 332

NO. 572

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED, a Mississippi corporation, acting by and through its duly and legally authorized officer, Samuel J. Nicholas, Jr., Executive Director, does hereby sell, convey and warrant unto

WILLIE MAE ROSS

the following described land and property situated in the County of MADISON, State of Mississippi, to-wit:

SEE ATTACHED EXHIBIT "A"

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

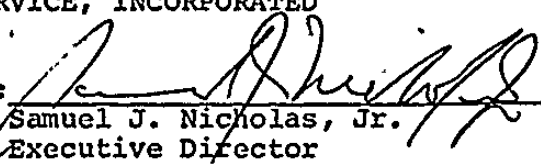
It is agreed and understood that the taxes for the current year have been prorated as of this date and the Grantee Assumes and agrees to pay all taxes for the year 1974 and subsequent years.

WITNESS THE SIGNATURE OF MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED by its duly authorized officer, this the

6th day of FEBRUARY, 1974.

MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED

BY:

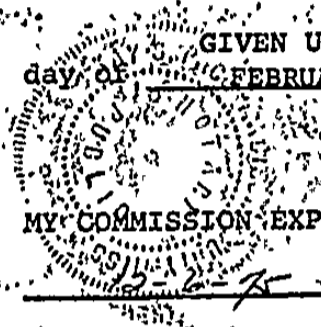
  
Samuel J. Nicholas, Jr.  
Executive Director

STATE OF MISSISSIPPI

COUNTY OF MADISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 6th day of FEBRUARY, 197 4.



Kay Pace  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

2-2-75

EXHIBIT "A"

A Lot or Parcel of Land fronting 39.5 Feet on the South side of Lee Street and 100 Feet on the East side of Trolio Street and more particularly described as follows, to-wit:

Commencing at the intersection of the South line of Lee Street with the West line of Cameron Street (according to the 1961 Official Map of the City of Canton) and run West along the South line of Lee Street for 276.5 Feet to the point of beginning of the property herein described: thence South for 100 Feet to a point; thence West for 39.5 Feet to a point on the East line of Trolio Street; thence North along the East line of Trolio Street for 100 Feet to a point on the South line of Lee Street; thence East along the South line of Lee Street for 39.5 Feet to the point of beginning, said land and property all lying and being situated in the City of Canton, County of Madison, State of Mississippi.

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 6 day of February, 1974 at 1:45 o'clock P.M., and was duly recorded on the 12 day of Feb., 1974, Book No. 134 on Page 332 in my office.

Witness my hand and seal of office, this 12 of February, 1974.

W. A. SIMS, Clerk

By R. R. R. R., D. C.



INDEXED

BOOK 134 PAGE 335

No. 573

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED, a Mississippi corporation, acting by and through its duly and legally authorized officer, Samuel J. Nicholas, Jr., Executive Director, does hereby sell, convey and warrant unto

PHILLIP TAYLOR, JR. and ETHEL LEE TAYLOR as  
joint tenants with full rights of survivorship  
and not as tenants in common

the following described land and property situated in the County of MADISON, State of Mississippi, to-wit:


SEE ATTACHED EXHIBIT "A"

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

It is agreed and understood that the taxes for the current year have been prorated as of this date and the Grantee Assumes and agrees to pay all taxes for the year 1974 and subsequent years.

WITNESS THE SIGNATURE OF MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED by its duly authorized officer, this the 6th day of FEBRUARY, 1974.

MISSISSIPPI INDUSTRIAL AND SPECIAL SERVICE, INCORPORATED

BY:   
Samuel J. Nicholas, Jr.  
Executive Director



STATE OF MISSISSIPPI

BOOK 134 PAGE 336

COUNTY OF MADISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 6th day of FEBRUARY, 197 4.

Handwritten Signature  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

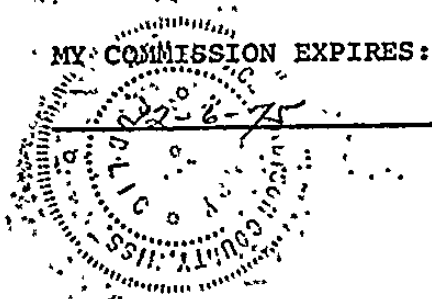


EXHIBIT "A"

A Lot or Parcel of land fronting 56 Feet on the South side of Otto Street and more particularly described as follows, to-wit:

Beginning at a point on the South Margin of Otto Street that is 94 Feet East of the intersection of the South Margin of Otto Street with the East Margin of Walnut Street according to the 1961 Official Map of the City of Canton and run East along the South Margin of Otto Street for 56 Feet to a point; thence South at right angles to said Otto Street for 56 Feet to a point; thence West parallel to said Otto Street for 56 Feet to a point; thence North at right angles to said Otto Street for 56 Feet to the point of beginning ; less and except Five Feet off the North end thereof for Street, all of said land and property lying and being situated in the City of Canton, County of Madison, State of Mississippi.

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 6 day of February, 19 74, at 1:45 o'clock P. M., and was duly recorded on the 12 day of Feb., 19 74, Book No. 134 on Page 335 to my office.

Witness my hand and seal of office, this the 12 of February, 19 74

W. A. SIMS, Clerk

By Rashley, D. C.

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

BOOK 134 PAGE 338

INDEXED

NO. 584

73 8003

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

WARRANTY DEED

STATE OF MISSISSIPPI

COUNTY OF Madison

KNOW ALL MEN BY THESE PRESENTS:

That, we William R. Wilkerson and Billy L. Wilkerson, 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 Edward W. Young and Millie H. Young, 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:

Parcel # 26 of Block 1, Gaddis Addition (85 ft. off lot 4) less 10 feet off the north side of lot 4 and 5 feet off the south side of lot 4.

EXCEPTIONS:

- (1) Reservation of one-half of all oil, gas, other minerals by previous owners.
- (2) Restrictive covenants as set out in Book 72, Page 380.
- (3) Easements of record for water facilities to Town of Flora.
- (4) Zoning Ordinances of Town of Flora

The land so conveyed is subject to a certain mortgage or deed of trust in the amount of Fourteen Thousand, Seven Hundred and no/100-- dollars (\$ 14,700.00 ) to the United States of America, dated the 13th day of July, 19 71, recorded in Book 381 Page 690, of record in mortgages and deeds of trust on land in Madison County, Mississippi.

BOOK 134 PAGE 339

\*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 22 day of JAN, 19 74.

William R. Wilkerson  
William R. Wilkerson  
Billy L. Wilkerson  
Billy L. Wilkerson

ACKNOWLEDGMENT

North Carolina  
STATE OF MISSISSIPPI } SS:  
COUNTY OF Swain

Personally appeared before me Karen W. Cochran, a Notary Public, within and for the County and State aforesaid, the within named William R. Wilkerson and Billy L. Wilkerson, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this 22 day of January, 1974.

Karen W. Cochran  
Notary Public  
(Title)

My Commission Expires:

2-26-78

\*(Strike, if inapplicable)

PP. #215  
Return  
Educated W. Young  
P.O. Box 402  
FLORA, MISS.

paid 2/15

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 6<sup>th</sup> day of February, 1974, at 3:10 o'clock P. M., and was duly recorded on the 12 day of Feb., 1974 Book No. 134 on Page 338 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

W. A. SIMS, Clerk

By Rashley, D. C.

INDEXED

NO. 585

BOOK 134 PAGE 340

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, JOE BILL SMART and wife, EUNICE MAE SMART, Grantors, do hereby convey and forever warrant unto S. CHESTER AMMONS and wife, WILMA AMMONS, 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 containing an aggregate of 8.3 acres, more or less, located in the SW $\frac{1}{4}$  and 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 SW corner of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, thence north for a distance of 1260.0 feet to a point; thence south 89 degrees 47 minutes east for a distance of 861.2 feet to an iron pin, said pin being the point of beginning of this survey; thence south 89 degrees 47 minutes east for a distance of 813.0 feet to an iron pin; thence south for a distance of 387.7 feet to an iron pin; thence south 82 degrees 24 minutes west for a distance of 207.4 feet to a concrete marker; thence south 81 degrees 53 minutes west for a distance of 613.6 feet to an iron pin; thence north for a distance of 504.8 feet to the aforesaid point of beginning, containing 8.3 acres, more or less, all lying and being situated in the SW $\frac{1}{4}$  SW $\frac{1}{4}$  and SE $\frac{1}{4}$  SW $\frac{1}{4}$ , Section 23, Township 7 North, Range 1 East, Madison County, Mississippi.

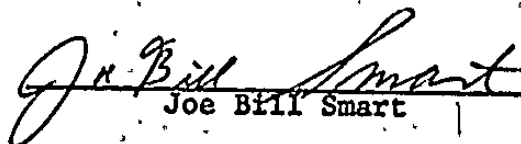
SUBJECT ONLY TO the following exceptions, to-wit:

1. County of Madison and State of Mississippi ad valorem taxes for the year 1974, which shall be prorated as follows:

Grantors - 0 - Grantees ALL

2. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded in Supervisors Minute Book AD at Page 266 in the records of the office of the Chancery Clerk of Madison County, Mississippi.
3. The reservation by prior owners of all oil, gas and other minerals lying in, on and under the subject property.
4. Restrictive covenants which are set forth in Exhibit "A" to that certain warranty deed to Joe Bill Smart and wife, Eunice Mae Smart, and which deed is dated January 13, 1973, and recorded in Deed Book 129 at Page 720 in the office of the aforesaid Clerk.
5. A right-of-way conveyance from Joe Bill Smart to Mississippi Power & Light Company dated September 6, 1973, and recorded in Book 133 at Page 370 in the records of the aforesaid Clerk.

WITNESS OUR SIGNATURES on this the 6<sup>th</sup> day of February, 1974.

  
\_\_\_\_\_  
Joe Bill Smart

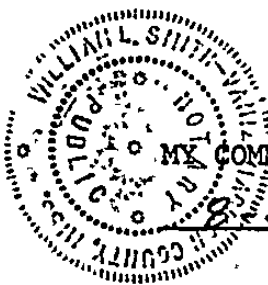
  
\_\_\_\_\_  
Eunice Mae Smart

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, JOE BILL SMART and wife, EUNICE MAE SMART, who both acknowledged to me that they did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 6<sup>th</sup> day of FEBRUARY, 1974.

William L. Smith-Hamby  
Notary Public



MY COMMISSION EXPIRES:

20-75

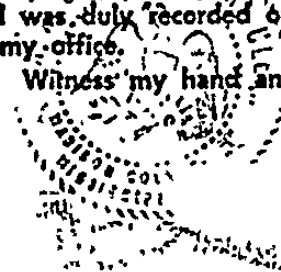
STATE OF MISSISSIPPI, County of Madison:

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 6<sup>th</sup> day of February, 1974, at 2:08 o'clock P. M., and was duly recorded on the 12 day of Feb., 1974 Book No. 134 on Page 340 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

W. A. SIMS, Clerk

By Shashem, D. C.



INDEXED

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 134 PAGE 343

NO 588

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash, in hand paid to me, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, MRS. JUANITA STRATTON GLAZE, do hereby sell, convey and warrant my one-half (1/2) interest in the property described below, unto MRS. JUANITA STRATTON GLAZE and WILBURN P. GLAZE, as tenants by the entirety with right of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 154.93 feet on the North side of Moore Avenue in Kearney Park near Flora, Madison County, Mississippi, and being more particularly described as beginning at the NE corner of Lot 8 of Block 16 of the Kearney Park Subdivision, Part #2, said NE corner being on the West ROW line of Pine Street and is 130.0 feet S 5°25' W from the intersection of the West line of said Pine Street with the South ROW line of that certain 11.80 feet Railroad ROW between Lots 5 & 7 of said Block 16, and from said point of beginning run thence S 5°25' W for 270.20 feet along the East line of Lot 8 and the west line of Pine Street to the North ROW line of Moore Street, thence running S 80°55' W for 154.93 feet along said North ROW line of said Moore Street, thence running N 5°25' E for 309.0 feet to the north line of said Lot #8, thence running S 84°35' E for 150.0 feet along said north line of Lot #8 to the point of beginning, and containing in all 1.0 acres more or less, and all being a part of Lot #8 of Block 16, and situated in the S 1/2 of SE 1/4 of SW 1/4, Section 28, T9N, R1W, Kearney Park Subdivision, Part #2, Madison County, Mississippi.

WITNESS my signature this the 2<sup>nd</sup> day of February, 1974.

Juanita Stratton Glaze  
MRS. JUANITA STRATTON GLAZE



STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK **134** PAGE **344**

Personally appeared before me, the undersigned authority in and for the above jurisdiction, MRS. JUANITA STRATTON GLAZE, who acknowledged that she signed, executed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 2 day of February, 1974.

  
NOTARY PUBLIC



My commission expires:  
My Commission Expires June 28, 1974

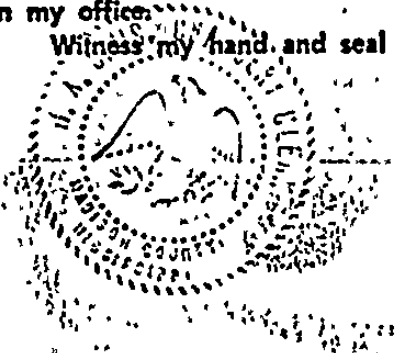
STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 6 day of February, 19 74 at 3:30 o'clock P.M., and was duly recorded on the 12 day of Feb, 19 74 Book No 134 on Page 343 in my office.

Witness my hand and seal of office, this the 12 of February, 19 74

W. A. SIMS, Clerk

By W. A. Sims, D. C.



STATE OF MISSISSIPPI

COUNTY OF MADISON

NO. 589

BOOK 134 PAGE 345

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid to me, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, MRS. SHIRLEY STRATTON CULLEY, do hereby sell, convey and warrant my one-half ( $\frac{1}{2}$ ) interest in the property described below, unto MRS. JUANITA STRATTON GLAZE and WILBURN P. GLAZE, as tenants by the entirety with right of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 154.93 feet on the North side of Moore Avenue in Kearney Park near Flora, Madison County, Mississippi, and being more particularly described as beginning at the NE corner of Lot 8 of Block 16 of the Kearney Park Subdivision, Part #2, said NE corner being on the West ROW line of Pine Street and is 130.0 feet S  $5^{\circ}25'$  W from the intersection of the West line of said Pine Street with the South ROW line of that certain 11.80 feet Railroad ROW between Lots 5 & 7 of said Block 16, and from said point of beginning run thence S  $5^{\circ}25'$  W for 270.20 feet along the East line of Lot 8 and the west line of Pine Street to the North ROW line of Moore Street, thence running S  $80^{\circ}55'$  W for 154.93 feet along said North ROW line of said Moore Street, thence running N  $5^{\circ}25'$  E for 309.0 feet to the north line of said Lot #8, thence running S  $84^{\circ}35'$  E for 150.0 feet along said north line of Lot #8 to the point of beginning, and containing in all 1.0 acres more or less, and all being a part of Lot #8 of Block 16, and situated in the S $\frac{1}{2}$  of SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 28, T9N, R1W Kearney Park Subdivision, Part #2, Madison County, Mississippi.

The above described property forms no part of the homestead of the grantor.

WITNESS my signature this the 2<sup>nd</sup> day of February,

1974.

Mrs. Shirley Stratton Culley  
MRS. SHIRLEY STRATTON CULLEY

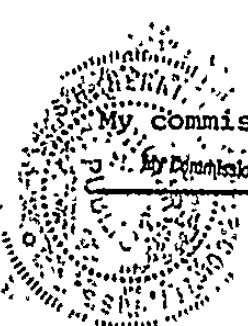
STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 134 PAGE 346

Personally appeared before me, the undersigned authority in and for the above jurisdiction, MRS. SHIRLEY STRATTON CULLEY, who acknowledged that she signed, executed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 2 day of February, 1974.

James D. Haring  
NOTARY PUBLIC



My Commission expires:  
My Commission Expires June 28, 1978

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 6 day of February, 1974, at 3:30 o'clock P.-M., and was duly recorded on the 12 day of Feb., 1974 Book No. 234 on Page 345 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

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



INDEXED

NO 590

BOOK 134 PAGE 347

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and the assumption by Grantee herein of the Promissory Notes and Deeds of Trust set forth hereinbelow, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, we, JOHN L. BURWELL, JR. and KENNETH A. PRIMOS, JR., Grantors, do hereby sell, convey and warrant unto GLUCKSTADT RANCH, LTD., a Limited Partnership composed of JOHN L. BURWELL, JR. and KENNETH A. PRIMOS, JR., as General Partners, Grantee, and to its successors and assigns the following described land and property located and being situated in Madison County, Mississippi, and more particularly described as follows:

A parcel of land fronting on the north side of the Gluckstadt Road, containing 130.15 acres, more or less, lying and being situated in the SE corner of Section 21, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows: Beginning at the SE fence corner of the Clarence Schmidt property as conveyed by deed recorded in Deed Book 119 at Page 276 in the records of the Chancery Clerk of Madison County, Mississippi (said fence corner representing the intersection of the west line of the SE 1/4 of said Section 21 with the north margin of the Gluckstadt Road according to the said Schmidt Deed); and run N 00° 15' W along the existing fence for 1824 feet to a point on the east ROW line of I-55 Highway; thence N 29° 20' E along said ROW for 431.8 feet to a fence corner at the SW corner of the Hawthorne property (Deed Book 117 page 702); thence N 89° 34' E along said Hawthorne's existing south fence line for 2345.4 feet to a fence corner on the west margin of a county public road; thence S 00° 31' E along the existing fence and west margin of said county public road for 591.6 feet to a fence corner; thence S 01° 11' East along the existing fence for 274.9 feet to a fence corner;

thence S 11° 58' E along the existing fence for 342 feet to a fence corner; thence S 00° 37' E along the existing fence for 898 feet to an iron pipe that is 2 feet north of a fence corner, said pipe being on the north margin of the Gluckstadt Road; thence along the curve of the existing fence (said curve having chords of S 60° 32' W for 124.4 feet and S 77° 00' W for 165.6 feet) to a point; thence S 89° 30' W along the existing fence on the north margin of said Gluckstadt Road for 2370.7 feet to the point of beginning.

The above described land constitutes no part of the homestead of the Grantors, as they are residents of the City of Jackson, Hinds County, Mississippi.

The warranty hereof is limited to the extent of the following, and as a part of the consideration herein, Grantee herein assumes and agrees as follows:

1. To pay in full that certain Note dated November 5, 1973 in the principal amount of \$92,406.50 with interest thereon at 7-1/2% per annum and which is secured by a Deed of Trust dated November 5, 1973, executed by Charles E. Warwick and Harold W. Busching in favor of Robert L. Goza, as Trustee for Herman J. Weisenberger and Dorothy P. Weisenberger, as Beneficiaries, of record in Land Deed of Trust Book 398, Page 792 in the office of the Chancery Clerk, Madison County, Mississippi, reference to which is here made for all purposes.
2. To pay in full that certain Note dated January 21, 1974 in the principal amount of \$39,272.76 with interest thereon at 7-1/2% per annum and which is secured by a Deed of Trust dated January 21, 1974, executed by John L. Burwell, Jr. and Kenneth A. Primos, Jr. in favor of G. Lowrey Lucas, as Trustee for Charles E. Warwick and Harold W. Busching, as Beneficiaries, of record in Land Deed of Trust Book 400, Page 369 in the office of the Chancery Clerk, Madison County, Mississippi, reference to which is here made for all purposes.
3. To pay all ad valorem taxes on the above described land commencing January 1, 1974.

The warranty of the Grantors herein is subject to the prior reservation by other owners of an undivided three-fourths (3/4) of all oil, gas and other minerals in and to the above described lands.

This conveyance is subject to the Madison County, Mississippi Zoning and Subdivision Ordinances of 1964.

WITNESS the execution hereof this 31 day of January, A. D., 1974.

*[Signature]*  
JOHN L. BURWELL, JR.

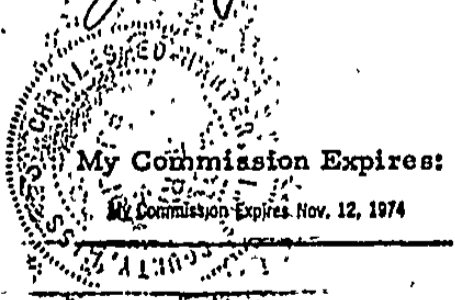
*[Signature]*  
KENNETH A. PRIMOS, JR.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named JOHN L. BURWELL, JR. and KENNETH A. PRIMOS, JR., who acknowledged that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and seal of office on this the 31 day of January, 1974.

*[Signature]*  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

L. 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 February, 1974 at 9:00 o'clock A. M., and was duly recorded on the 12 day of Feb., 1974 Book No. 134 on Page 349 in my office.

Witness my hand and seal of office, this the 12 of February, 19 74

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

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BOOK 134 PAGE 350

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars  
(\$10.00) cash in hand paid and other good and valuable  
consideration, the receipt and sufficiency of which is hereby  
acknowledged, I, PREMERODONIA M. LYONS, Grantor, do hereby  
convey and forever warranty unto ELMO LYONS, Grantee, the  
following described real property lying and being situated  
in the City of Canton, Madison County, Mississippi, to-wit:

No. 59

A lot or parcel of land in the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of  
Section 29, Township 9 North, Range 3 East, in  
the County of Madison, State of Mississippi,  
and particularly described as:

Beginning at an iron stake on the south line of  
the continuation of Dinkins Street of the City  
of Canton extended east, said point being 140  
feet west of the northwest corner of a lot sold  
to James Norton and recorded in Deed Book 37,  
Page 439, of the records in the office of the  
Chancery Clerk of said Madison County, this  
point is 929.3 feet west along the south line  
of Dinkins Street extended from the east line  
of said NW $\frac{1}{4}$  NW $\frac{1}{4}$ , and run thence south 0 degrees 28  
minutes east, parallel with the said James  
Norton lot 294 feet to an iron stake, thence  
south 89 degrees 50 minutes west 100 feet to an  
iron stake, thence north 0 degrees 28 minutes  
west 294 feet to an iron stake on the south line  
of Dinkins Street extended, thence north 89 de-  
grees 50 minutes east, along said south line of  
Dinkins Street, 100 feet to the point of  
beginning.

The Grantee, by the receipt hereof, does hereby  
agree to pay that certain indebtedness owing to  
the USDA Federal Credit Union in the original  
principal balance of \$14,000.00, according to  
the terms and conditions of that certain deed of  
trust and note dated June 15, 1972, from Elmo  
Lyons and wife, Premerodonia M. Lyons, to T.G.  
Ashley, Trustee, to secure USDA Federal Credit  
Union, Jackson, Mississippi, and as recorded in  
Book 38 at Page 324 in the office of the Chancery  
Clerk of Madison County, Mississippi.

SUBJECT only to the following exceptions, to-wit:

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1973 and 1974, which the Grantee shall assume.

2. Any and all matters which would be reflected by an actual survey of the premises and the rights of parties in possession, if any.

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

4. The reservation, conveyance or exception of interests in oil, gas or other minerals lying in, on or under the subject property by prior parties in interest or the Grantors.

5. A deed of trust dated June 15, 1972, from Elmo Lyons, et ux., to T. G. Ashley, Trustee, to secure USDA Federal Credit Union, Jackson, Mississippi, in the original principal balance of \$14,000.00, and as recorded in Book 388 at Page 324 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE on this the 31 day of

January, 1974.

Premerodonia M. Lyons  
Premerodonia M. Lyons

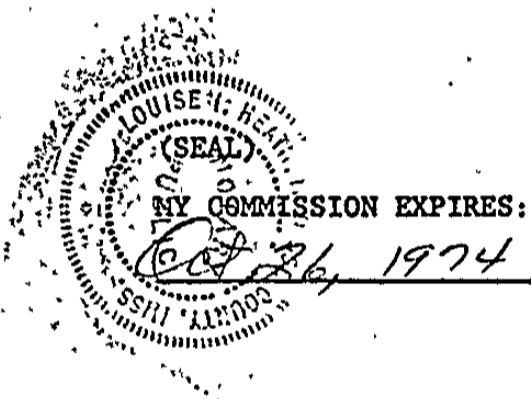


STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, PREMERODONIA M. LYONS, who acknowledged to me that she 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 31 day of January, 1974.

Louise L. Beck  
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 7 day of February, 1974, at 9:00 o'clock AM., and was duly recorded on the 12 day of Feb., 1974 Book No. 134 on Page 352 in my office.

Witness my hand and seal of office, this the 12 of February, 19 74

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

FOR and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other valuable considerations, receipt of all of which is hereby acknowledged, I, M. A. LEWIS, JR. do hereby sell, convey and warrant unto JAMES L. ARNOLD and DOROTHY MULLEN ARNOLD, husband and wife, as joint tenants with the full right of survivorship, and not as tenants in common, the following described land and property situated in Madison County, Mississippi, to-wit:

NO. 5

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

INDEXED

Beginning at the northeast corner of Lot 155, Lake Lorman, Part 5, and run North 3 degrees 23 minutes 30 seconds East, 40 feet; thence North 86 degrees 36 minutes 30 seconds West, 666 feet; thence South 61 degrees 39 minutes West, 380.29 feet; thence North 2 degrees 37 minutes East, 325 feet to the point of beginning of the land described herein; thence North 2 degrees 26 minutes East, 154.75 feet; thence South 67 degrees 15 minutes West, 125.82 feet; thence South 3 degrees 21 minutes 30 seconds West, 138.1 feet; thence North 74 degrees 45 minutes 30 seconds East, 121.7 feet to the point of beginning. (Said parcel of land shall hereafter sometimes be referred to as Lot 221 of Lake Lorman, Part 8)

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

This conveyance is made subject to all restrictive covenants set forth in deed from Piedmont, Inc. to Chester R. Blanks and Willie H. Blanks recorded in Book 122 at Page 720 in said Chancery Clerk's office.

The Grantor does hereby convey unto the Grantee all of those certain easements of every kind and nature conveyed by Piedmont, Inc. to Chester R. Blanks and Willie H. Blanks in the aforementioned deed.

The Grantees herein assume and agree to pay the ad valorem taxes for the year 1974.

Witness my signature, this the 23rd day of January, 1974.

*M. A. Lewis, Jr.*  
M. A. Lewis, Jr.

STATE OF MISSISSIPPI  
COUNTY OF HINDS:::

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, M. A. Lewis, Jr. who acknowledged to me that he signed and delivered the above and foregoing instrument, of writing on the day and year therein mentioned.

Given under my hand and seal, this the 23rd day of January, 1974.

*Doris F. Baldwin*  
Notary Public  
My Com. Expires: Jan 23, 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 7 day of February, 1974, at 9:00 o'clock A.M., and was duly recorded on the 12 day of Feb, 1974 Book No. 134 on Page 353 in my office.

Witness my hand and seal of office, this the 12 of February, 1974  
W. A. SIMS, Clerk

By *Rashemy*, D. C.

WARRANTY DEED

INDEXED

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 sufficiency of all of which is hereby acknowledged, the undersigned, NOBLE DEVELOPMENT COMPANY, INC., A Mississippi Corporation, does hereby sell, convey and warrant unto LINDA BENNETT, a single person, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 43 feet on the south side of Tuteur Street and more particularly described as: Beginning at a point on the south line of Tuteur Street that is 215.2 feet S 89° 10' E of the intersection of the south line of Tuteur Street with the east line of Cameron Street and run S 89° 10' E along the south line of Tuteur Street for 43 feet to a point; thence S 00° 20' E for 82 feet to a point; thence N 89° 10' W for 44.7 feet to a point; thence N 00° 50' E for 82 feet to the point of beginning,

This conveyance is made subject to the Zoning Ordinances of the City of Canton, Mississippi, and any easements and rights-of-way of the City of Canton, Mississippi.

Signed on this the 31<sup>st</sup> day of January, 1974.

NOBLE DEVELOPMENT COMPANY, INC.

by: [Signature]  
President

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the above named GUS NOBLE, the President of Noble Development Company, Inc., a Mississippi Corporation, who acknowledged that he did sign and deliver the above and foregoing instrument on behalf of the said corporation in the capacity set out, having full authority so to do.

WITNESS my signature and seal of office on this 31<sup>st</sup> day of January,

[Signature]  
Notary Public



My Commission expires: 12-22-77

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 February, 1974, at 9:30 o'clock A.M., and was duly recorded on the 12 day of Feb., 1974 Book No. 134 on Page 354 in my office.

Witness my hand and seal of office, this the 12 of February, 1974  
W. A. SIMS, Clerk

By [Signature], D. C.

BOOK 134 PAGE 355

BOOK ~~100~~ ~~207~~

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WARRANTY DEED

NO. 485

NO. 600

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, E.E. HOLIMAN, do hereby convey and warrant unto MRS. EVELYN CRAWFORD the following described land, lying and being situated in Madison County, Mississippi, to-wit:

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All that part of NW 1/4 of SW 1/4 of Section 23, Township 9 North, Range 1 East, lying South and West of Black Top Road, containing 13 1/2 acres, more or less.

The land herein conveyed constitutes no part of my homestead.

WITNESS MY SIGNATURE, this the 6th day of February, 1974.

*E.E. Holiman*

E.E. Holiman

STATE OF MISSISSIPPI

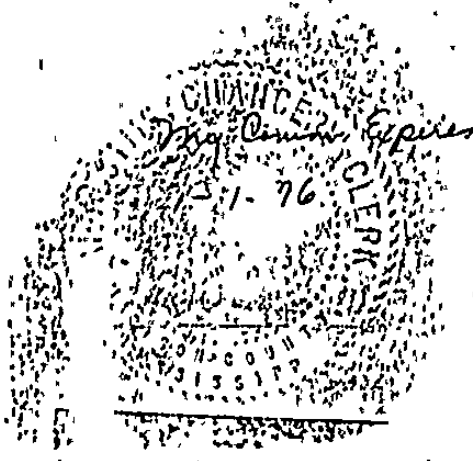
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named E.E. HOLIMAN who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as and for his act and deed.

Given under my hand and official seal of office, this the 6th day of February, 1974.

*W.A. Sims, Chancery Clerk*  
Notary Public

*by V.R. Snyder, Sr.*



STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 7 day of February, 1974, at 10:30 o'clock A M., and was duly recorded on the 12 day of Feb, 19 74 Book No. 134 on Page 355 in my office.

Witness my hand and seal of office, this the 12 of February, 19 74

W. A. SIMS, Clerk

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

EASEMENT

BOOK 134 PAGE 356

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NO. 601

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 MRS. L. H. COX, SR., hereinafter referred to as "Grantor", does hereby grant, sell, convey and warrant unto the TOWN OF MADISON, MISSISSIPPI, a municipal corporation, hereinafter referred to as "Grantee", an easement over and across the hereinafter described property, said property lying and being situated in the Town of Madison, Madison County, Mississippi and being more particularly described as follows, to-wit:

A 100' square which is adjacent to the property owned by Jackes-Evans of Mississippi, Inc.; and surrounding that portion of the said Jackes-Evans of Mississippi, Inc.'s property to which the Town of Madison has been granted an easement on which to construct a municipal water well and appurtenant facilities.

The above described tract is situated in the SW corner of the NE 1/4 of Section 8, Township 7 North, Range 2 East, Madison County, Mississippi.

It is expressly understood and agreed that the said easement shall give and convey unto the Grantee, its agents and assigns the right of ingress and egress upon the property described hereinabove for purposes incident to the construction of the water well and appurtenant facilities.

It is expressly understood and agreed that the Grantee shall indemnify the Grantor for any loss or damage to the said property which shall be caused by the Grantee, its employees, agents and assigns while on the property of the Grantor for the purposes of exercising the rights and powers granted herein.

The rights granted and conveyed hereby shall be limited to the period of time that is necessary for the construction of the

water well and appurtenant facilities referred to herein or a six-month period from the date of execution of this easement, whichever shall first occur.

WITNESS my signature this the 6 day of Feb, 1974.

Mrs. L. H. Cox Sr.  
MRS. L. H. COX, SR.

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, MRS. L. H. COX, SR., who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as her voluntary act and deed.

GIVEN under my hand and official seal of office this the 6 day of Feb, 1974.



My Commission Expires:

Jan. 10, 1976

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 7<sup>th</sup> day of February, 1974, at 10:40 o'clock A.M., and was duly recorded on the 12 day of Feb, 1974, Book No. 134 on Page 356 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

W. A. SIMS, Clerk

By W. A. Sims, D. C.

D  
H.  
D.R. 477

COUNTY OF MADISON  
STATE OF MISSISSIPPI

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BOOK 134 PAGE 358

NO. 602

EASEMENT

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 JACKES-EVANS OF MISSISSIPPI, INC., a Mississippi corporation, hereinafter referred to as "Grantor", acting by and through its duly authorized and empowered officer, does hereby sell, convey and warrant unto the TOWN OF MADISON, MISSISSIPPI, a municipal corporation, hereinafter referred to as "Grantee", a perpetual and irrevocable easement for the construction and maintenance of a water well and appurtenant facilities on the hereinafter described land and property lying and being situated in the Town of Madison, Madison County, Mississippi, and being more particularly described as follows, to-wit:

The site described, hereinafter, is a twenty-five foot square lot located in the Northeast Corner of the Jackes-Evans of Mississippi, Inc. tract as recorded in Book 132, page 85 and is more particularly described as follows:

Commence at the intersection of the North right-of-way line of Hoy Street with the East right-of-way line of the Illinois Central Gulf Railroad, thence Northerly along the East right-of-way of the Illinois Central Gulf Railroad using the following bearings and distances, N. 24 degrees 00' E. for 30.65 feet, S. 66 degrees 00' E. for 10.0 feet, N. 24 degrees 00' E. for 90.0 feet, N. 66 degrees 00' W. for 10.0 feet, N. 24 degrees 00' E. for 872.35 feet, thence leaving said right-of-way S. 67 degrees 38' E. for 440.85 feet to the point of beginning;

Thence S. 21 degrees 10' W. for 25.0 feet;  
Thence N. 67 degrees 38' W. for 25.0 feet;  
Thence N. 21 degrees 10' E. for 25.0 feet;  
Thence S. 67 degrees 38' E. for 25.0 feet  
to the point of beginning.

The above described tract is situated in the Northeast Quarter of Section 8, Township 7 North, Range 2 East, Madison County, Mississippi, and does contain 0.014 acres.

For the consideration recited herein, the Grantor does further convey, sell and warrant unto the Grantee a temporary construction easement over and across a "100 X 100 foot square, the northeast corner of which is the same as the northeast corner of the permanent easement described herein", it being expressly understood and agreed that the said temporary construction easement will terminate upon the completion of the construction of the water well and appurtenant facilities to be constructed on the permanent easement or within one year from the date of the execution hereof, whichever date shall first occur.

It is further understood and agreed that the consideration above mentioned shall be in full settlement of all claims, grants or rights of action accrued, accruing or to accrue, to the Grantors herein, with the exception of damages to the subject property, if any.

This grant of easement shall run with the land and shall be binding and inure to the benefit of the parties hereto, their heirs, successors and assigns.

WITNESS my signature this the 5 day of February, 1974.

JACKES-EVANS OF MISSISSIPPI, INC.,  
A Corporation

BY: John H. Marling  
JOHN H. MARLING, Vice President

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JOHN H. MARLING,



Vice President of the above named JACKES-EVANS OF MISSISSIPPI, INC., a corporation, who acknowledged to me that for and on behalf of the said corporation he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized to do so.

GIVEN under my hand and official seal of office this 5th day of February, 1974.

Charles A. Shanks  
NOTARY PUBLIC

My Commission Expires:

12-31-75



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 17th day of February, 1974, at 10:40 o'clock A. M., and was duly recorded on the 12 day of Feb., 1974, Book No. 134 on Page 358 in my office.

Witness my hand and seal of office, this the 12 of February, 1974.

W. A. SIMS, Clerk

By Shanks, D. C.

D

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COUNTY OF MADISON  
STATE OF MISSISSIPPI

EASEMENT BOOK 134 PAGE 361

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NO 603

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 JACKES-EVANS OF MISSISSIPPI, INC., a Mississippi corporation, hereinafter referred to as "Grantor", acting by and through its duly authorized and empowered officer, does hereby sell, convey and warrant unto the TOWN OF MADISON, MISSISSIPPI, a municipal corporation, hereinafter referred to as "Grantee", a perpetual and irrevocable easement for the purposes set forth hereinbelow, over and across and in and to the hereinafter described land and property lying and being situated in the Town of Madison, Madison County, Mississippi, and being more particularly described as follows, to-wit:

The easement described hereinafter varies in width from a minimum of 20.4 feet to a maximum of 25.0 feet located along the East property line of the Jackes-Evans of Mississippi, Inc. property in the Town of Madison, Mississippi, and is more particularly described as follows:

Commence at the intersection of the North right-of-way line of Hoy Street with the East right-of-way line of Illinois Central Gulf Railroad; thence Northerly along the East right-of-way line of Illinois Central Gulf Railroad as follows using the following bearings and distances: N. 24 degrees 00' E. for 30.65 feet, S. 66 degrees 00' E. for 10.0 feet, N. 24 degrees 00' E. for 90.0 feet, N. 66 degrees for 10.0 feet, N. 24 degrees 00' E. for 872.35 feet; thence leaving said right-of-way S. 67 degrees 38' E. for 415.85 feet; thence S. 21 degrees 10' W. for 25.0 feet to the point of beginning.

Thence S. 21 degrees 10' W. for 225.0 feet;  
 Thence S. 21 degrees 49' W. for 526.3 feet;  
 Thence N. 88 degrees 06' E. for 22.3 feet;

Thence N. 21 degrees 49' E. for 517.3 feet;  
Thence N. 73 degrees 56' W. for 4.4 feet;  
Thence N. 21 degrees 10' E. for 225.0 feet;  
Thence N. 67 degrees 38' W. for 25.0 feet to the  
point of beginning.

The above described easement is situated in  
the Northeast Quarter of Section 8, Township 7  
North, Range 2 East, Madison County, Mississippi.

It is understood and agreed that the said easement shall  
give and convey unto the Grantee the right to enter upon the  
above described land and property and grade, fill, level, drain,  
pave, build, repair and maintain a street or road on, over and  
across said property; that the said street or road shall be  
constructed and maintained in a good and workmanlike manner and  
at the expense of the Grantee; and, that the Grantor shall have  
the right of reasonable use of said street or road.

It is further understood and agreed that the said easement  
shall give and convey unto the Grantee the right to have placed  
on the herein described land and property, utility poles or under-  
ground cables with all necessary wires and fixtures appurtenant  
thereto necessary for the transmission of electric energy; and,  
to install, operate, repair and maintain water mains and appurte-  
nant facilities.

It is further understood and agreed that the consideration  
above mentioned shall be in full settlement of all claims, grants  
or rights of action accrued, accruing or to accrue, to the Grantors  
herein, with the exception of damages to the subject property, if  
any.

This grant of easement shall run with the land and shall  
be binding and inure to the benefit of the parties hereto, their  
heirs, successors and assigns.

WITNESS my signature this the 5 day of February, 1974.

JACKES-EVANS OF MISSISSIPPI, INC.,  
A Corporation

BY: John H. Marling  
JOHN H. MARLING, Vice President

STATE OF MISSISSIPPI

COUNTY OF

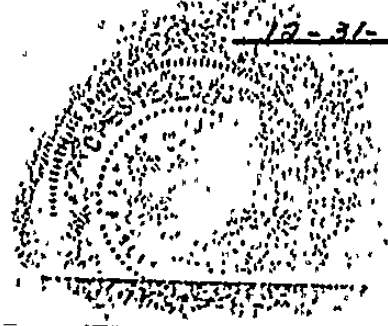
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JOHN H. MARLING; Vice President of the above named JACKES-EVANS OF MISSISSIPPI, INC., a corporation, who acknowledged to me that for and on behalf of the said corporation he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized to do so.

GIVEN under my hand and official seal of office this the 5<sup>th</sup> day of February, 1974.

Christina Sims  
NOTARY PUBLIC

My Commission Expires:

12-31-75



STATE OF MISSISSIPPI, County of Madison:

P. 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<sup>th</sup> day of February, 1974, at 10:40 clock A. M., and was duly recorded on the 12 day of Feb, 1974, Book No. 134 on Page 363 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

W. A. SIMS, Clerk  
BY: Christina Sims, D. C.

QUITCLAIM DEED

BOOK 134 PAGE 364

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, TOWN OF MADISON, MISSISSIPPI, a municipal corporation, hereinafter referred to as "Grantor", acting by and through its duly elected, qualified and authorized officers, does hereby sell, convey and quitclaim unto JACKES-EVANS OF MISSISSIPPI, INC., a Mississippi corporation, hereinafter referred to as "Grantee", all right, title and interest in and to the following described land and property lying and being situated in the Town of Madison, Madison County, Mississippi, to-wit:

Commence at the intersection of the North right-of-way line of Hoy Street with the East right-of-way line of Illinois Central Gulf Railroad; thence northerly along the East right-of-way line of Illinois Central Gulf Railroad as follows using the following bearings and distances: N. 24 degrees 00' E. for 30.65 feet, S. 66 degrees 00' E. for 10.0 feet, N. 24 degrees 00' E. for 90.0 feet, N. 66 degrees for 10.0 feet, N. 24 degrees 00' E. for 872.35 feet; thence leaving said right-of-way S. 67 degrees 38' E. for 440.85 feet; thence S. 21 degrees 10' W. for 250.0 feet; thence S. 73 degrees 56' E. for 4.42 feet; thence S. 21 degrees 49' W. for 417.26 feet; thence N. 67 degrees 38' W. for 50 feet to the point of beginning; thence N. 67 degrees 38' W. for 75 feet; thence S. 21 degrees 49' W. for 157.6 feet to the N. margin of Hoy Street; thence N. 88 degrees .06' W. along the N. margin of the said Hoy Street to a point which is S. 21 degrees 49' W. from the point of beginning of the parcel herein described; thence N. 21 degrees 49' E. to the point of beginning.

It is the intention of this instrument to convey 75 feet evenly off of the west side of the easement presently owned by

the TOWN OF MADISON, MISSISSIPPI, the said property being situated in the southeast corner of the property of the Grantee herein.

Contemporaneously herewith, Grantee has conveyed certain easements to the Grantor and, as a part of the consideration therefor Grantor has and does hereby agree to relocate the chain length fence of the Grantee on the newly established west line of the said easements conveyed by the said Grantee.

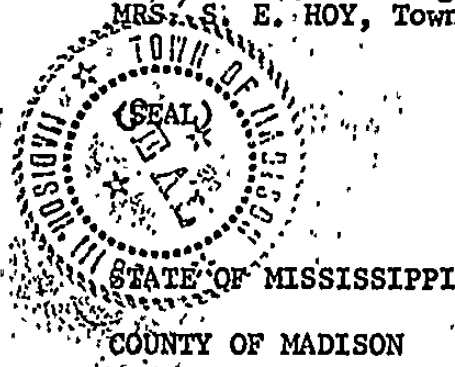
WITNESS our signatures, this the 5 day of February, 1974.

ATTEST:

TOWN OF MADISON, MISSISSIPPI

Mrs. S. E. Hoy  
MRS. S. E. HOY, Town Clerk

BY: Horace M. McMurry  
HORACE M. McMURPHY, Mayor



Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named HORACE M. McMURPHY and MRS. S. E. HOY, who acknowledged to me that they are Mayor and Town Clerk, respectively of the Town of Madison, Mississippi, and that as such they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

Given under my hand and official seal, this the 5th day of Feb 5<sup>th</sup>, 1974.

Walter A. Adams  
NOTARY PUBLIC

My Commission Expires:  
12-31-75

STATE OF MISSISSIPPI, County of Madison:  
I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office, this 7th day of February, 1974 at 10:40 o'clock A. M., and was duly recorded on the 12 day of Feb, 1974, Book No. 134 on Page 365 in my office.  
Witness my hand and seal of office, this the 12 of February, 1974  
W. A. SIMS, Clerk  
By W. A. Sims, D. C.

WHEREAS, on February 27, 1973, W. R. Hardin and Betty Hardin (wife) executed a Deed of Trust to Don P. Lacy, Trustee, for the benefit of Jim Walter Homes, Inc., which Deed of Trust was recorded in Book 393 at Page 918, in the Office of the Chancery Clerk of Madison County, Mississippi;

AND WHEREAS, this Deed of Trust was assigned to Mid-State Homes, Inc. by instrument dated March 19, 1973, and recorded in Book 399 at Page 955 in the office of the Chancery Clerk aforesaid;

AND WHEREAS, the owner and holder of the aforesaid Deed of Trust has duly substituted and appointed John H. Fox, III as Substituted Trustee in the place and stead of the aforesaid original Trustee, by instrument dated December 28, 1973, and recorded in Book 399 at Page 956, in the office of the Chancery Clerk aforesaid;

AND WHEREAS, default having been made in the payment of the indebtedness secured by said Deed of Trust, the holder of the Note and Deed of Trust called upon the undersigned to execute the trust therein contained, and to sell the property therein described for the purpose of raising the sum so secured and unpaid, together with the expense of selling the same, including Trustee's and attorney's fees;

AND WHEREAS, in accordance with the terms and provisions of said Deed of Trust and the laws of the State of Mississippi, the undersigned did advertise said sale by publication of Substituted Trustee's Notice of Sale in Madison County Herald, a newspaper published at Canton, Mississippi, on the following dates, to-wit: January 17, 24 and 31, 1973, and by posting a copy of said notice at the courthouse of Madison County, Mississippi for the time required by law, and by the terms of the Deed of Trust aforesaid;

AND WHEREAS, said notice fixed the 5th day of February, 19 74, as the date of sale, and the front door of the courthouse of Madison County, Mississippi, as the place of the sale, and between the hours of 11:00 o'clock a.m. and 4:00 o'clock p.m., being legal hours of sale, as the time of sale, and at public outcry to the highest bidder for cash as the terms of sale;

AND WHEREAS, on the date mentioned and at the place mentioned and between the hours of 11:00 o'clock a.m. and 4:00 o'clock p.m., being within legal hours, the undersigned did offer for sale and sell at public outcry to the highest bidder for cash the property hereinafter described, and then and there Mid-State Homes, Inc., bid the sum of \$7,817.10 for said property which was the highest and best bid therefor. Whereupon Mid-State Homes, Inc., was declared the purchaser of the property for the sum of \$7,817.10.

NOW THEREFORE, in consideration of the sum of \$7,817.10, cash in hand paid, the receipt of which is hereby acknowledged, I, John H. Fox, III, the undersigned Substituted Trustee, do hereby sell and convey unto Mid-State Homes, Inc., the property described in the Deed of Trust and in the Substituted Trustee's Notice of Sale aforesaid, being located in Madison County, Mississippi, more particularly described as follows, to-wit:

Beginning at a point on the West line of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the Section 15, Township 9 North, Range 4 East, Madison County, Mississippi where the said line intersects the centerline of the old abandoned Canton-Carthage Railroad right of way; from said Point of Beginning run Northerly along a fence line of a distance of 50 feet to the North right of way line of said railroad; thence Easterly along the ol right of way line 300 feet; thence run South 100 feet to the South right of way line; thence Westerly along the South right of way 300 feet to the fence line on the

East side of Country road; thence run Northerly 50 feet more or less to the Point of Beginning and containing 0.76 acres, more or less.

This conveyance is made by me as Substituted Trustee only, and without warranty.

WITNESS MY SIGNATURE, this the 5th day of February, 1974.

*John H. Fox*

JOHN H. FOX, III  
SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JOHN H. FOX, III, who acknowledged to me that he signed and delivered the above and foregoing Substituted Trustee's Deed on the day and in the year therein written.

Given under my hand and official seal, this the 5th day of February, 1974.

*Elaine C. Goza*

NOTARY PUBLIC

My commission expires  
12/31/74

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 8 day of February, 1974, at 9:00 o'clock A. M., and was duly recorded on the 12 day of Feb., 1974 Book No. 134 on Page 366 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

W. A. SIMS, Clerk

By *Rashley*, D. C.



FOR and in consideration of the conveyance by the Grantee named herein unto the Grantor named herein of certain other real property by deed of even date herewith, PIEDMONT, INC., a Mississippi corporation, does hereby convey and warrant unto MAURICE H. JOSEPH the following described land and property situated in Madison County, Mississippi, to-wit:

INDEXED

A certain parcel of land which is more particularly described in Exhibit "A" attached hereto and made a part hereof just as though copied herein in full in words and figures, and which said parcel of land shall hereinafter sometimes be referred to as Lot 253 of Lake Lorman, Part 9, for purposes of reference and identification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS THE SIGNATURE AND SEAL OF PIEDMONT, INC., by its duly authorized officer, this, the 18th day of May 19 73.

PIEDMONT, INC

By M. A. Lewis, Jr.  
Secretary

STATE OF MISSISSIPPI  
COUNTY OF HINDS: ::::

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

Given under my hand and official seal this, the 18th day of May 19 73.

Martha Shirley May  
Notary Public

My commission expires Jan. 17, 1976



EXHIBIT "A"

BOOK 134 PAGE 374

A certain parcel of land situated in Sections 5 & 6, T7N, R1E, Madison County, Mississippi, and being more particularly described as follows: Beginning at the southeast corner of said Section 6 and run North 3643.27 feet; thence North 30 degrees 42 minutes West for a distance of 257.58 feet; thence North 59 degrees 18 minutes East for a distance of 40 feet to the East right of way of 40 foot drive and the point of beginning; thence North 30 degrees 42 minutes West along the East right of way for a distance of 179.1 feet; thence North 89 degrees 43 minutes East for a distance of 231.92 feet; thence South 30 degrees 42 minutes East for a distance of 82.32 feet; thence South 59 degrees 18 minutes West for a distance of 200.0 feet; to the East right of way of 40 foot drive; thence North 30 degrees 42 minutes West along said drive for a distance of 20.9 feet to the point of beginning.

*M.A.L.*

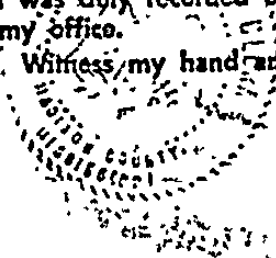
STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of February, 1974, at 9:00 o'clock A. M., and was duly recorded on the 12 day of Feb., 1974 Book No. 134 on Page 368 in my office.

Witness my hand and seal of office, this the 12 of February, 19 74

W. A. SIMS, Clerk

By S. R. Sherry, D. C.



INDEXED

WARRANTY DEED

BOOK 134 PAGE 375

NO. 617

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, I, JEFFIE COX MAROONE, a widow, do hereby convey and warrant unto WINSTON E. COX and MARY E. COX, husband and wife, as joint tenants with rights of survivorship and not as tenants in common, for and during the terms of their natural lives, the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A lot or parcel of land containing 2 acres, more or less, lying and being situated in E 1/2 NW 1/4 of Section 28, Township 8 North, Range 2 West, more particularly described as follows, to-wit: BEGINNING at a point at which the North line of the private gravel roadway running westerly along the North side of the Franklin Baptist Church property intersects the West right-of-way line of the Flora-Brownsville Public Road, and run thence westerly along the North margin of said private road for a distance of 420 feet to a point, thence Northerly parallel to the said Flora-Brownsville Road for a distance of 210 feet to a point, thence Easterly parallel to the North margin of said private road for a distance of 420 feet to a point on the West margin of said Flora-Brownsville Road, thence Southerly along said public road for a distance of 210 feet to the point of beginning.

It is distinctly agreed and understood that upon the death of the survivor of the Grantees herein, the property herein conveyed shall revert to the Grantor, her heirs or assigns.

WITNESS my signature this the 8 day of FEBRUARY January, 1974.

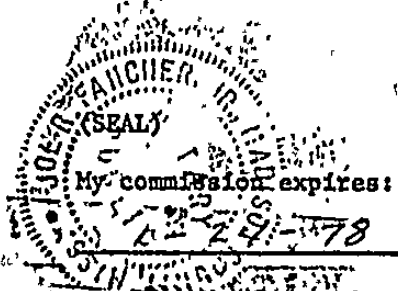
Jeffie Cox Maroone  
Jeffie Cox Maroone

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named JEFFIE COX MAROONE, 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 8th day of FEBRUARY January, 1974.

Dr. R. Sanchez  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

J. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of February, 1974, at 9:45 o'clock A. M., and was duly recorded on the 12 day of Feb., 1974, Book No. 134 on Page 375.

Witness my hand and seal of office, this the 12 of February, 1974.

W. A. SIMS, Clerk

By W. A. Sims, D. C.



INDEXED

WARRANTY DEED

BOOK 134 PAGE 376

No. 624

For a valuable consideration not necessary here to mention cash in hand paid to the grantor by the grantee herein, the receipt of which is hereby acknowledged, and the further consideration of the assumption and agreement to pay by the grantee herein of a balance of \$42,904.92 with interest and incidents due on that indebtedness described in and secured by deed of trust executed by James P. Whitaker and Elizabeth N. Whitaker in favor of Kansas City Life Insurance Company in the original principal sum of \$43,500.00, dated September 13, 1973, filed October 31, 1973, and recorded in Land Record Book 398 at Page 713 thereof in the Chancery Clerk's Office for Madison County, Mississippi, and the further consideration of \$14,271.08 with interest and incidents due the grantor(s) by the grantee herein as evidenced by promissory note described in and secured by purchase money deed of trust of even date herewith, <sup>I,</sup> ~~ME,~~ JAMES P. WHITAKER, ~~AAA/~~

*JW*

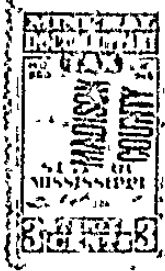
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, do hereby convey and warrant unto T. & T. FARMS, INC., a Mississippi corporation, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

Real estate as described in EXHIBIT "A" attached hereto and made a part hereof, the same as if fully copied herein.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the year 1974 which grantee assumes and agrees to pay by the acceptance of this conveyance.
- (3) Reservation and/or exception by predecessors in title of an undivided three-fourths interest in all oil, gas, and minerals in and under the above described lands; and, in addition thereto, grantor excepts and reserves unto himself an undivided one-eighth interest in all oil, gas, and minerals in and under the above described lands.
- (4) Lien Notice of P. L. Cooper recorded in Notice of Construction Lien Book No. 1 at Page 373 thereof in the Chancery Clerk's Office for Madison County, Mississippi; and the grantee herein by the acceptance of this conveyance assumes the discharge and satisfaction of the lawful claims, if any, of the said P. L. Cooper against the above described property.

In addition to the aforesaid purchase money deed of trust, grantor(s) retain a vendor's lien to secure the payment of the balance due on the purchase



price of the above described property, but a satisfaction and cancellation of the aforesaid purchase money deed of trust shall also operate as a satisfaction and cancellation of the vendor's lien herein retained.

The above described property is no part of grantor's homestead property. WITNESS our signatures this 8th day of February, 1974.

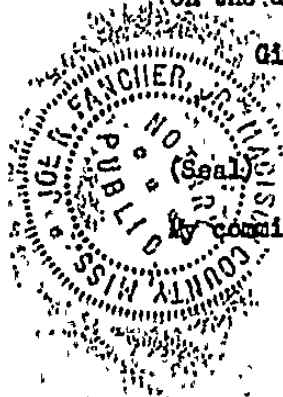
*James P. Whitaker*  
James P. Whitaker  
~~XXXXXXXXXXXXXXXXXXXX~~

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, a Notary Public in and for said County and State, the within named JAMES P. WHITAKER, ~~and ELIZABETH W. WHITAKER~~ <sup>he</sup> ~~his~~ husband and wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed.

Given under my hand and official seal this 8<sup>th</sup> day of February, 1974.

*Doc R. Sanchez, Jr.*  
Notary Public



My commission expires: 1-24-78.

EXHIBIT "A"

Real estate situated in Madison County, Mississippi, described as:

All that part of the  $W\frac{1}{2}$  of  $SW\frac{1}{4}$  of Section 32 and all that part of the  $E\frac{1}{2}$  of  $SE\frac{1}{4}$  of Section 31, lying north of State Highway No. 17 (formerly the Camden-Pickens gravel road), in Township 12 North, Range 4 East, Madison County, Mississippi; LESS AND EXCEPT THEREFROM all that part of the  $E\frac{1}{2}$  of  $SE\frac{1}{4}$  of said Section 31 lying north of said Highway No. 17 and west of the public road leading north from said Highway No. 17 and running through what is known as the Simpson and White place and the property formerly owned by Cotten; and being the same property as that conveyed to Edgar Putnam and wife by deed of J. C. Putnam and Missouri E. Putnam by deed of record in the office of the Chancery Clerk of Madison County, Mississippi.

ALSO:

The  $E\frac{1}{2}$  of  $NW\frac{1}{4}$  and the  $W\frac{1}{2}$  of  $NE\frac{1}{4}$  less 12 acres off the east side of the  $NW\frac{1}{4}$  of  $NE\frac{1}{4}$  in the shape of a parallelogram running along the entire east side of said subdivision, in Section 32, Township 12 North, Range 4 East, Madison County, Mississippi.

\*\*\*\*\*

*Jlw*

EXHIBIT "A" attached to deed executed by James P. Whitaker, et ux, to T. & T. Farms, Inc.

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 8 day of February, 1974, at 12:05 o'clock P. M., and was duly recorded on the 12 day of Feb, 1974, Book No. 134 on Page 374 in my office.

Witness my hand and seal of office, this the 12 of February, 1974.

W. A. SIMS, Clerk

By S. Rasberry, D. C.



STATE OF MISSISSIPPI  
COUNTY OF MADISON

INDEXED

NO. 625

SPECIAL WARRANTY DEED

For and in consideration of the price and sum of Ten and NO/100 (\$10.00) Dollars, and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CANTON, A Corporation, Canton, Mississippi, does hereby sell, convey and warrant specially, subject to the exceptions and matters hereinafter set out, to IDA MAR BUFFINGTON AND C. P. BUFFINGTON, as tenants in common, the following described real property located in the County of Madison, State of Mississippi, to-wit:

A lot or parcel of land fronting 77.75 feet on the north side of West Academy Street and being Lot No. 6 according to the map of the City of Canton, Mississippi, prepared by George and Dunlap in 1898, and recorded in the Chancery Clerk's office at Canton, Madison County, Mississippi, and more particularly described as beginning at a point on the north line of West Academy Street which is 400 feet west of the intersection of the west line of South Union Street with the north line of West Academy Street, run north 0 degrees 20 minutes west for 200 feet to a point; thence west for 77.75 feet to a point; thence south 0 degrees 20 minutes east for 200 feet to a point on the north line of West Academy Street; thence east along the north line of West Academy Street; for 77.75 feet to the point of beginning, all lying and being situated in the City of Canton, Madison County, Mississippi.

This deed is subject to the following:

1. Ad valorem taxes for the year 1974, City and County to be assumed by the grantees.

Executed this 5<sup>th</sup> day of February, 1974.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF CANTON

BY:

Elberry, Pres



Mary G. Herring  
SECRETARY

STATE OF MISSISSIPPI

COUNTY OF MADISON

Before me, the undersigned authority within and for the above jurisdiction, this day personally appeared E. C. HENRY AND MRS. MARY G. HERRING, known to me to be President and Secretary, respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CANTON, a corporation, who duly acknowledged that they being thereunto duly authorized, signed, executed and delivered the above deed and affixed the corporate seal thereto as the act and deed of said corporation.

Witness my signature and official seal this the 8 day of February 1974.

Margaret O. Shipley  
NOTARY PUBLIC



My commission expires:

1-12-1977

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 8<sup>th</sup> day of February, 1974 at 2:06 o'clock P. M., and was duly recorded on the 12 day of Feb., 1974, Book No. 134 on Page 379 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

W. A. SIMS, Clerk

By W. A. Sims, D. C.



STATE OF MISSISSIPPI  
COUNTY OF MADISON

WARRANTY DEED

In consideration of the assumption by SANDRA KAY HOFFMAN of the indebtedness at this time secured by Deed of Trust dated April 13, 1962, given by Charles K. Brewton and wife to Bridges Loan and Investment Co., Inc., recorded in Book 293, Page 243 of the land records of Madison County, Mississippi, assigned by Mortgagee to National Life and Accident Life Insurance Company by instrument dated April 20, 1962, recorded in Book 293, Page 387 of the aforesaid records, said indebtedness having subsequently been assumed by the said Sandra Kay Hoffman and Tommy James Hoffman jointly by instrument dated April 29, 1970 and recorded in Book 118, Page 579 of the aforesaid records, and other good and valuable considerations received by me from the said Sandra Kay Hoffman, receipt of which is hereby acknowledged, I, TOMMY JAMES HOFFMAN, hereby convey and warrant unto the said SANDRA KAY HOFFMAN, the following described property in the Town of Ridgeland, County of Madison, State of Mississippi, to-wit:

Lot #3 of Waldrom Subdivision as on record in Plat Book 4, Page 16, of the records in the Office of the Chancery Clerk, subject to all applicable building restrictions, restrictive covenants and easements of record.

This conveyance includes an assignment and transfer of all funds in escrow under the provisions of the aforesaid deed of trust of April 13, 1962, which includes estimated proportionate taxes for 1974.

*Tommy James Hoffman*  
TOMMY JAMES HOFFMAN

STATE OF MISSISSIPPI  
COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the above County and State, Tommy James Hoffman, who acknowledged that he executed and delivered the foregoing instrument on the date thereof as his voluntary act and deed.

WITNESS MY SIGNATURE and Seal of office, this the 4th day of February, 1974.

My Commission Expires: 1-1-76



*W. A. Sims Chancery Clerk*  
Notary Public  
*by V. R. Snyder Jr.*

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of February, 1974, at 2:20 o'clock P. M., and was duly recorded on the 12 day of Feb., 1974, Book No. 134 on Page 381 in my office.

Witness my hand and seal of office, this the 12 of February, 1974.

W. A. SIMS, Clerk

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

BOOK 134 PAGE 382

NO. 628

WARRANTY DEED


FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, ALMA MARIE HAWKINS, Grantor, do hereby convey and forever warrant my undivided one-half (1/2) interest unto RIDGELAND BAPTIST CHURCH, Grantee, in and to the following described real property lying and being situated in the City of Ridgeland, Madison County, Mississippi, to-wit:

Lots 3 and 4, Block 39 less 66 feet evenly off the south end thereof according to the plat of the Village of Ridgeland, Madison County, Mississippi, now on file in the office of the Chancery Clerk of Madison County, Mississippi.

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

1. State of Mississippi, County of Madison and City of Ridgeland ad valorem taxes for the year 1974.
2. City of Ridgeland Zoning Ordinance, as amended.
3. A right-of-way and easement from Wardell Hawkins to the Town of Ridgeland conveying a strip 30 feet evenly off the west side of lots 3 and 4, Block 39 in the Village of Ridgeland dated August 1, 1963, and recorded in Book 89 at page 434 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE on this the 7<sup>th</sup> day of February, 1974.

  
Alma Marie Hawkins

BOOK 134 PAGE 383

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ALMA MARIE HAWKINS, who acknowledged to me that she did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 7th day of February, 1974.

William L. Smith-Vanoy  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
8-20-73

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 8 day of Feb, 1974, at 2:40 o'clock P. M., and was duly recorded on the 12 day of Feb, 1974, Book No. 134 on Page 382 in my office.

Witness my hand and seal of office, this the 12 of February, 1974.

W. A. SIMS, Clerk

By W. A. Sims, D. C.



WARRANTY DEED

NO. 630 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 of all of which is hereby acknowledged, I, the undersigned, CHARLIE J. SMITH, do hereby sell, convey and warrant unto LAURA SMITH MY UNDIVIDED ONE-HALF (1/2) interest in the following described land in Madison County, Mississippi, to-wit:

Sixteen (16) acres off of the North end of the East one-half (E 1/2) Northwest one-quarter (NW 1/4) and four (4) acres in the North East One-quarter (NE 1/4) Southwest one-quarter (SW 1/4) between J. W. Smith's and Will Turner's lands, all in Section 36, Township 8 North, Range 2 East, containing 20 acres.

The Grantee by the acceptance of this conveyance assume and agrees to pay all advalorem taxes for the year of 1974.

The above land is no part of my homestead.

WITNESS MY SIGNATURE, this the 7 day of February, 1974.

Charlie J. Smith
CHARLIE J. SMITH

STATE OF MISSISSIPPI

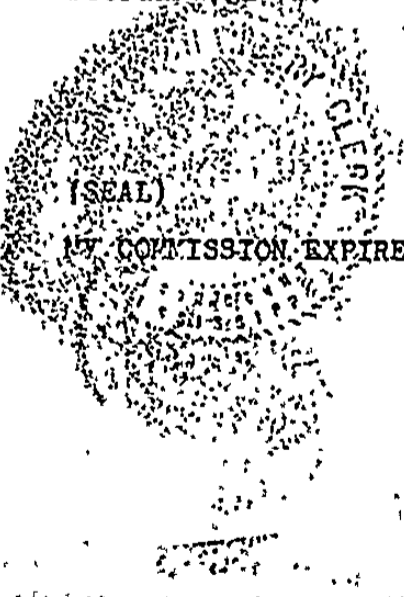
MADISON COUNTY

PERSONALLY appeared before me the undersigned authority in and for said county and state aforesaid, the within named CHARLIE J. SMITH who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal, this the 8 day of February, 1974.

W. A. Sims
CHANCERY CLERK

BY: D. R. Snyder D. C.



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 8 day of February, 1974, at 4:15 o'clock PM and was duly recorded on the 12 day of February, 1974, Book No. 134 on Page 384 in my office.

Witness my hand and seal of office, this the 12 of February, 1974 W. A. SIMS, Clerk

By: D. R. Snyder D. C.

INDEXED

BOOK 134 PAGE 385

NO. 631

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, including the covenants by the Grantee herein contained, the receipt and sufficiency of which is hereby acknowledged, I, I. W. HOWARD, do hereby convey and forever warrant unto FRANK P. PROVINE, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Commencing at the NE corner of the SW $\frac{1}{4}$  of Section 19, Township 10 North, Range 3 East, Madison County, Mississippi, run South 957 feet to a point; thence run West 90 feet to a fence corner post; thence from the fence corner post run N 36 degrees 05 minutes W 365.0 feet to a point; thence N 34 degrees 35 minutes W 226.5 feet to a point; thence S 77 degrees 47 minutes W 130.0 feet to a point; thence S 53 degrees 30 minutes W 156.5 feet to an iron pin, the point of beginning; thence S 58 degrees 15 minutes W 121.4 feet to an iron pin; thence S 46 degrees 22 minutes W 180.7 feet to an iron pin; thence S 42 degrees 30 minutes E 104.2 feet to an iron pin; thence N 50 degrees 53 minutes E 299.1 feet to a pin; thence N 42 degrees 25 minutes W 98.4 feet to the point of beginning; containing  $\frac{3}{4}$  of an acre, more or less, and lying and being situated in the NE $\frac{1}{4}$  SW $\frac{1}{4}$ , Section 19, Township 10 North, Range 3 East, Madison County, Mississippi, together with the right of way and easement over and across all roads and access ways owned or controlled by the Grantor Corporation.

THE WARRANTY of this conveyance is subject to:

1. County of Madison and State of Mississippi ad valorem taxes for the year 1974 and subsequent years.
2. The exception of all oil, gas, and other minerals, the same having been heretofore reserved, excepted, or conveyed by prior owners.
3. The Madison County, Mississippi Zoning and Sub-division Ordinances of 1964.

4. The bylaws, rules and regulations of Lake Stephens, Inc., as they now exist or as they hereafter may be amended to read. The Grantee does hereby covenant, agree and bind himself, his heirs, personal representatives, successors, and assigns to adhere to and abide by the bylaws, rules, and regulations of the Grantor Corporation.

WITNESS MY SIGNATURE on this the 31st day of

January, 1974.

I. W. Howard  
I. W. Howard

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, I. W. HOWARD, who acknowledged to me that he did sign and deliver the foregoing instrument on the date and for the purposes therein set forth.

GIVEN UNDER MY HAND and official seal of office on this the 31st day of January, 1974.

Glenda Abernathy  
Notary Public



March 14, 1977

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 8th day of February, 1974, at 4:20 o'clock P.M., and was duly recorded on the 12 day of February, 19 74 Book No. 134 on Page 385 in my office.

Witness my hand and seal of office, this the 12 of February, 19 74  
W. A. SIMS, Clerk

By Shasheney, D. C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid us and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, CODY M. CANOY AND GEORGE S. WILLEY, Grantors, do hereby convey and forever warrant unto JAMES L. CANNON, JR., Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Beginning at the southeast corner of the North Half ( $N\frac{1}{2}$ ) of Lots 4 and 5 East of Choctaw Boundary Line, being equivalent to  $N\frac{1}{2}$  of the  $SE\frac{1}{4}$ , Section 29, Township 10 North, Range 5 East, and run thence north on the east line of the said North Half ( $N\frac{1}{2}$ ) of Lots 4 and 5, for a distance of 330 feet to a point; thence run west for a distance of 660 feet to a point; thence run south for a distance of 330 feet to the south line of said  $N\frac{1}{2}$  of Lots 4 and 5; thence run east on the said south line for a distance of 660 feet to the point of beginning, containing five (5) acres, more or less.

THE 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 1974 and subsequent years.
2. The exception of an undivided three-fourths ( $\frac{3}{4}$ ) interest in and to all oil, gas, and other minerals, an undivided one-half ( $\frac{1}{2}$ ) reserved to H. Eugene Ray, et ux, in that certain deed dated January 30, 1967, and of record in Land Deed Book 105 at Page 186 in the office of the aforesaid Clerk, and an undivided one-fourth ( $\frac{1}{4}$ ) of which is hereby reserved unto the Grantors.
3. Right-of-ways and easements for public roads conveyed to Madison County, Mississippi, by instrument dated April 4, 1949,

and of record in Land Deed Book 43 at Page 73 and to the State Highway Commission of Mississippi by instrument dated April 6, 1957, and of record in Land Deed Book 68 at Page 132, in the office of the aforesaid Clerk.

4. A right-of-way and easement for the construction, operation, and maintenance and repair of pipelines granted by Mattie G. Ray to United Gas Pipeline Company by instrument dated September 18, 1951, and of record in Land Deed Book 51 at Page 469 in the office of the aforesaid Clerk.

5. The Madison County, Mississippi Zoning and Subdivision Ordinances of 1964.

WITNESS OUR SIGNATURES on the 7<sup>th</sup> day of February, 1974.

[Signature]  
Cody M. Canoy  
[Signature]  
George S. Willey

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, CODY M. CANOY AND GEORGE S. WILLEY, who acknowledged to me that they did each sign and deliver the foregoing instrument on the date and for the purposes therein set forth.

GIVEN UNDER MY HAND and official seal of office on this the 7<sup>th</sup> day of February, 1974.



[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 8 day of February, 1974, at 4:25 o'clock P.M., and was duly recorded on the 12 day of Feb., 1974, Book No. 134 on Page 387 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

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

INDEXED

NO. 634

BOOK 134 PAGE 389

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, JAMES L. CANNON, JR., Grantor, do hereby convey and forever warrant unto F. W. McKAY, JR., Grantee, an undivided one-half ( $\frac{1}{2}$ ) interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Beginning at the southeast corner of the North Half ( $N\frac{1}{2}$ ) of Lots 4 and 5 East of Choctaw Boundary Line, being equivalent to  $N\frac{1}{2}$  of the  $SE\frac{1}{4}$ , Section 29, Township 10 North, Range 5 East, and run thence north on the east line of the said North Half ( $N\frac{1}{2}$ ) of Lots 4 and 5, for a distance of 330 feet to a point; thence run west for a distance of 660 feet to a point; thence run south for a distance of 330 feet to the south line of said  $N\frac{1}{2}$  of Lots 4 and 5; thence run east on the said south line for a distance of 660 feet to the point of beginning, containing five (5) acres, more or less.

THE 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 1974 and subsequent years.
2. The exception of an undivided three-fourths ( $\frac{3}{4}$ ) interest in and to all oil, gas, and other minerals, an undivided one-half ( $\frac{1}{2}$ ) reserved to H. Eugene Ray, et ux, in that certain deed dated January 30, 1967, and of record in Land Deed Book 105 at Page 186 in the office of the aforesaid Clerk, and an undivided one-fourth ( $\frac{1}{4}$ ) of which was reserved by Cody M. Canoy and George S. Willey.
3. Right-of-ways and easements for public roads conveyed to Madison County, Mississippi, by instrument dated April 4, 1949,

and of record in Land Deed Book 43 at Page 73 and to the State Highway Commission of Mississippi by instrument dated April 6, 1957, and of record in Land Deed Book 68 at Page 132, in the office of the aforesaid Clerk.

4. A right-of-way and easement for the construction, operation, and maintenance and repair of pipelines granted by Mattie C. Ray to United Gas Pipeline Company by instrument dated September 18, 1951, and of record in Land Deed Book 51 at Page 469 in the office of the aforesaid Clerk.

5. The Madison County, Mississippi Zoning and Subdivision Ordinances of 1964.

WITNESS MY SIGNATURE on the 7 day of February, 1974.

*James L. Cannon, Jr.*  
James L. Cannon, Jr.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office on this the 7 day of February, 1974.

*Edna Thraill Cook*  
Notary Public



MY COMMISSION EXPIRES:  
Apr. 28, 1977

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 8 day of February, 19 74, at 4:30 o'clock P. M., and was duly recorded on the 12 day of Feb., 19 74 Book No. 134 on Page 389 in my office.

Witness my hand and seal of office, this the 12 of February, 19 74

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

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134 391

No. 636

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand this day paid and other good and valuable consideration, the receipt of which is hereby acknowledged, we, DANIEL C. BLOUNT and wife, LAURA M. BLOUNT, do hereby sell, convey and warrant unto PAUL R. PRIDE and wife, NANCY LAWSON PRIDE, 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, to-wit:

Lot Twelve (12) of Sandalwood Subdivision, Part 1, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at Page 35.

There is excepted from the warranty of this conveyance all building restrictions, protective covenants, mineral reservations and conveyances, and easements of record affecting said property.

Grantees assume and agree to pay that certain deed of trust executed by Daniel C. Blount and Laura M. Blount to Magnolia Federal Savings and Loan Association, dated March 22, 1973, and recorded in the office of the aforesaid Clerk in Book 394 at Page 25.

Grantors do hereby assign, set over and deliver unto grantees any and all escrow funds held by the beneficiary under said deed of trust.

It is understood and agreed that the taxes for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration as of this date is incorrect, then the grantors agree to



pay to grantees any deficit on an actual proration and, likewise, the grantees agree to pay to grantors any amount over paid by them.

WITNESS OUR SIGNATURES, this the 8th day of February, 1974.

Daniel C. Blount  
DANIEL C. BLOUNT

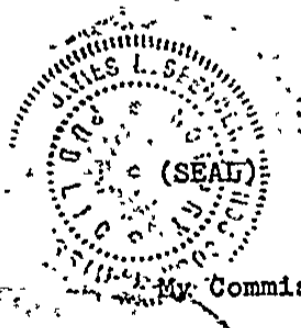
Laura M. Blount  
LAURA M. BLOUNT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named Daniel C. Blount and wife, Laura M. Blount, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 8th day of February, 1974.

James L. Sims  
NOTARY PUBLIC



My Commission Expires: 9/16/77

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 February, 1974, at 9:00 o'clock A M., and was duly recorded on the 12 day of Feb, 1974, Book No. 134 on Page 391 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

W. A. SIMS, Clerk

By Shashery, D. C.

QUIT CLAIM DEED

FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, Math Schmidt, do hereby quit claim unto my wife, JANE D. SCHMIDT, also known as JAYNE D. SCHMIDT, all of my right, title and interest in and to the following described property consisting of a house and four acres of land in Madison County, Mississippi, and more particularly described as follows, to-wit:

Begin at an iron pin marking the SW corner of the N 1/2 N 1/2 SE 1/4 of Sec. 29, T8N, R2E, Madison County, Miss., and run thence N 01 degree 39 minutes E 220.0 ft. along a fence line to an iron pin; thence S 89 degrees 45 minutes E 990.0 ft. to an iron pin; thence S 01 deg. 39 min. W 220.0 ft. to an iron pin set on a fence line; thence N 89 deg. 45 min. W 990.0 ft. along a fence line to the point of beginning. LESS AND EXCEPT: A lot or parcel of land evenly off the East side of the property described above and more particularly described as beginning at SE corner of above described property and run thence N 89 deg. 45 min. W 198.0 ft. along a fence line to an iron pin; thence N 01 deg. 39 min. E 220.0 ft. to an iron pin; thence S 89 deg. 45 min. E 198.0 ft. to an iron pin; thence S 01 degree 39 min. W 220.0 feet to the point of beginning, containing 1.0 acre, more or less. The above described property less and except the 1.0 acre described contains 4.0 acres, more or less.

WITNESS MY SIGNATURE, this the 20th day of December, 1973.

Math Schmidt, Jr.  
MATH SCHMIDT, JR.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Math Schmidt, Jr., who acknowledged to me that he signed and delivered the above and foregoing Quit Claim Deed on the day and in the year therein mentioned.

Given under my hand and official seal, this the 20th day of December, 1973.

Charles A. Shivers  
Notary Public

My commission expires: 12-31-78

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 February, 1974, at 9:00 o'clock A.M., and was duly recorded on the 12 day of Feb., 1974, Book No. 134 on Page 393 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

W. A. SIMS, Clerk

By Shivers, D. C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash paid in hand, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, UNIFIRST, INC., a Mississippi Corporation, acting by and through its duly and legally authorized officers, BILL M. HUDDLESTON, President, and MARY BRISTER, Secretary, does hereby sell, convey and warrant unto EDWARDS, HOMES, INC., the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

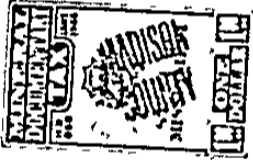
Lot Eighteen (18), Block "A", TRACELAND NORTH, Part II, a subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at Page 47, reference to which is hereby made.

The Grantee herein will be responsible for 1974 taxes and subsequent years.

The Grantor herein reserves all oil, gas and other minerals and mineral rights in and under the above described property not heretofore reserved by predecessors in title, and without right of ingress and egress over said property.

Excepted from the warranty hereof are any restrictive covenants, easements, rights of way, County and City Zoning Ordinances of record affecting said property.

WITNESS the signature of UNIFIRST, INC., (formerly known as FIRST SERVICE CORPORATION OF JACKSON, MISSISSIPPI), this the 6th day of February, A. D., 1974.



UNIFIRST, INC., a Mississippi Corporation

BY Bill M. Huddleston  
Bill M. Huddleston, Vice President

BY Mary Brister  
Mary Brister, Secretary

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named BILL M. HUDDLESTON and MARY BRISTER, who acknowledged that they are Vice President and Secretary, respectively, of UNIFIRST, INC., a Mississippi Corporation, and who acknowledged they executed, signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 7th day of February, A. D. 1974.

Caroline Newson  
Notary Public

My Commission expires:

My Commission Expires May 20, 1978

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 February, 1974, at 9:00 o'clock A. M., and was duly recorded on the 12 day of Feb., 1974, Book No. 134 on Page 394 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

W. A. SIMS, Clerk

By Shashun, D. C.

BOOK 134 PAGE 395

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WARRANTY DEED

NO. 644

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid us and other good and valuable consideration, including the assumption by the Grantees herein of that certain indebtedness to Homestead Savings and Loan Association of Jackson, Mississippi, evidenced by a promissory note dated September 9, 1972, and the assumption of the duties and obligations under that certain deed of trust of even date therewith securing said indebtedness which is recorded in Book 389 at Page 768 in the office of the Chancery Clerk of Madison County, Mississippi, such payment to be made in the amounts and at the times specified in said deed of trust, the receipt and sufficiency of which is hereby acknowledged, We, JIMMY ONEAL BIRDSONG AND JO ANN BIRDSONG, Grantors, do hereby convey and forever warrant unto HOWARD B. HILL AND MARGARET M. HILL, husband and wife, as joint tenants with full right of survivorship and not as tenants in common, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 74.7 feet on the East side of Harding Street in the City of Canton, Madison County, Mississippi, and being more particularly described as being all of Lot No. 14 of Block "E" of the OAK HILLS SUBDIVISION, PART NO. 1, as per plat of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and all being situated in the City of Canton, Madison County, Mississippi.

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 1974 and subsequent years.

2. The obligations, provisions, terms, conditions and covenants contained in the above mentioned deed of trust.

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

THE GRANTORS hereby transfer, set over, and assign unto the Grantees all funds held in escrow by Homestead Savings and Loan Association of Jackson, Mississippi, for the payment of hazard insurance, FHA Insurance, and taxes in connection with the above mentioned indebtedness.

WITNESS OUR SIGNATURES on this the 8<sup>th</sup> day of February, 1974.

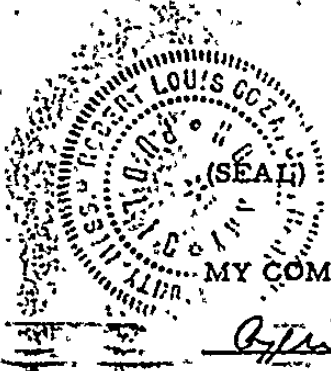
*Jimmy Oneal Birdsong*  
Jimmy Oneal Birdsong  
*Jo Ann Birdsong*  
Jo Ann Birdsong

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, JIMMY ONEAL BIRDSONG AND JO ANN BIRDSONG, who acknowledged to me that they did both sign and deliver the foregoing instrument on the date and for the purposes therein stated.

8<sup>th</sup> GIVEN UNDER MY HAND and official seal on this the day of February, 1974.

*Robert Louis Goya, Jr.*  
Notary Public



MY COMMISSION EXPIRES:

April 25, 1977

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 February, 1974, at 9:00 o'clock A. M., and was duly recorded on the 12 day of Feb., 1974, Book No. 134 on Page 396 in my office.

Witness my hand and seal of office, this the 12 of February, 1974.

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

WARRANTY DEED

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NO. 645

FOR and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations not necessary herein to mention, the receipt and sufficiency of which are hereby acknowledged, I, W. H. BUCKNER, do hereby sell, convey and warrant unto IDA MARY BUFFINGTON, the following described property located and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Beginning at the southwest corner of Lot 6 in square 4 according to the original plat of Town of Canton, which point is also the southwest corner of Lot 12 on the north side of West Peace Street, according to the George and Dunlap 1898 Map of said city, run east along the north margin of Peace Street, 40 feet, thence run north to the north boundary line of the said Lot 6 in square 4 according to the original plat of the Town of Canton, thence run west 40 feet, thence run south to north margin of Peace Street to the point of beginning, being part of Lot 12 on the north side of West Peace Street, according to the map of Canton prepared by George & Dunlap upon which lot are constructed two store buildings numbered 221 and 223 on the north side of West Peace Street; less the west part thereof conveyed by deed to James B. Spell, dated September 25, 1956, and recorded in Book 66, Page 285; and also all rights to the party walls which are owned by the Grantor herein. This is not homestead property.

SUBJECT to the taxes for the year 1974 and all subsequent years; and subject, also, to the Zoning Ordinances of the City of Canton, Madison County, Mississippi.

WITNESS my signature on this the 5th day of Feb., 1974.

W. H. BUCKNER

STATE OF MISSISSIPPI  
COUNTY OF Warren

Personally appeared before me, the undersigned authority in and for the jurisdiction above mentioned, W. H. BUCKNER, who acknowledged to me that he 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 5th day of Feb., 1974.

NOTARY PUBLIC

My Commission Expires:  
My Commission Expires November 2, 1977

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 February, 1974, at 10:15 o'clock A.M., and was duly recorded on the 12 day of Feb., 1974, Book No. 134 on Page 397 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

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

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, MYRTLE C. NUTT, Grantor, do hereby convey and forever warrant unto JAMES SIDNEY NUTT, MRS. MARY JO NUTT RAIFORD and ROBERT S. NUTT, JR., Grantees, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Sixty (60) acres off of the south end of NE 1/4 of Section 9, Township 8 North, Range 3 East.

It is the intent of the Grantor to convey an undivided 1/3 interest to each of the grantees.

The County of Madison and State of Mississippi ad valorem taxes for the year 1973 are to be paid by the Grantor herein; the County of Madison and State of Mississippi ad valorem taxes for the year 1974 are to be paid by the Grantees herein.

SUBJECT ONLY to the following exceptions, to-wit:

1. A mineral reservation by prior owners of an undivided one half (1/2) interest in all oil, gas and other minerals lying in, on and under the subject property.

2. Madison County Zoning and Subdivison 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.

WITNESS MY SIGNATURE on this the 24th day of

January, 1974.

Myrtle C. Nutt  
Myrtle C. Nutt

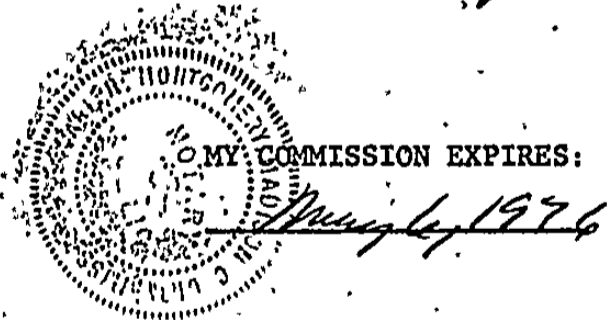
STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, MYRTLE C. NUTT, who acknowledged to me that she 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 24th day of January, 1974.

Carl D. Montgomery  
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 February, 1974, at 2:00 o'clock P.M., and was duly recorded on the 12 day of Feb., 1974 Book No. 134 on Page 398 in my office.

Witness my hand and seal of office, this the 12 of February, 1974

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