

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 which is hereby acknowledged, we, GEORGE EDWARD CAIN and MARTHA JORDON CAIN, husband and wife, do hereby sell, convey and warrant unto CAIN HOMES, INC., A Mississippi Corporation, the following described real property lying and being situated in Madison County, State of Mississippi, to wit:

Lot 177 of Natchez Trace Village, Madison County, Mississippi, according to the plat which was attached as Exhibit "A" to that certain deed executed by Lewis L. Culley, Jr., and wife, Bethany W. Culley, to Robert E. Stewart, which deed is dated July 27, 1964 and is recorded in Book 94 at page 435 of the records on file in the office of the Chancery Clerk of Madison County at Canton, Mississippi, said property being particularly described by metes and bounds as follows, to wit:

Commencing at the northwest corner of the Northwest Quarter of the Northeast Quarter of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi; run thence East 656.0 feet; thence south 1,672.5 feet to the point of beginning of the land herein described, said point of beginning being located on the southerly boundary line of Cheyenne Lane (40 feet in width); run thence North 73 degrees 57 minutes west along the southerly boundary line of said Cheyenne Lane for a distance of 159.4 feet; run thence south 0 degrees 08 minutes east 217.2 feet; thence south 72 degrees 18 minutes east 144.8 feet; thence north 3 degrees 53 minutes east 218.4 feet back to the point of beginning, said land herein described being located in the southwest quarter of the Northeast quarter of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi and containing 0.74 acres, more or less.

This conveyance is subject to those certain protective covenants contained in warranty deed executed by Lewis L. Culley, Jr. and wife, Bethany W. Culley to Robert E. Stewart, which warranty deed is dated July 27, 1964, and is recorded in Book 94 at page 435 of records on file in the aforesaid Chancery Clerk's office.

The warranty of this conveyance is further subject to the reservation of an undivided one-half ( $\frac{1}{2}$ ) mineral interest reserved in deed from Mrs. Ruth Roubush White to Lewis L. Culley, which deed is dated September 13, 1945, and is recorded in Book 31 at page 22 of the aforesaid Chancery Clerk's records.

The warranty of this conveyance is also subject to the reservation of an undivided one-fourth ( $\frac{1}{4}$ ) interest in and to all of the oil, gas and other minerals in warranty deed executed by Lewis L. Culley, Jr. and wife, Bethany W. Culley, in favor of the grantor herein, which warranty deed is dated July 27, 1964 and is recorded in Book 94 page 435 of the aforesaid Chancery Clerk's records.

BOOK 134 PAGE 601

For the same consideration as stated above, the grantor does hereby sell, convey, transfer and assign unto the grantees herein all rights of ingress and egress to the property conveyed herein, said rights having been conveyed to the grantor herein in warranty deed from Lewis L. Culley, Jr. and wife, Bethany W. Culley, which is dated July 27, 1964, and is recorded in book 94 page 435 of aforesaid Chancery Clerk's records.

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

The captioned lands constitute no part of the homestead of the grantors.

WITNESS OUR SIGNATURES THIS 27 day of February, 1974

George Edward Cain  
GEORGE EDWARD CAIN

Martha Jordan Cain  
MARTHA JORDAN CAIN

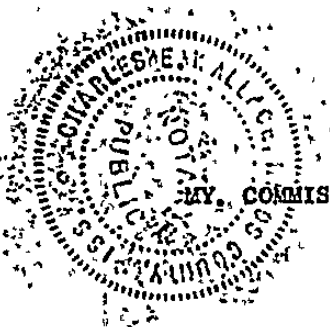
STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, GEORGE EDWARD CAIN and MARTHA JORDON CAIN, husband and wife, who each acknowledged to me that they signed, executed and delivered the above and foregoing instrument as their act and deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 22<sup>nd</sup> day of February, 1974.

Charles M. Wallace  
NOTARY PUBLIC



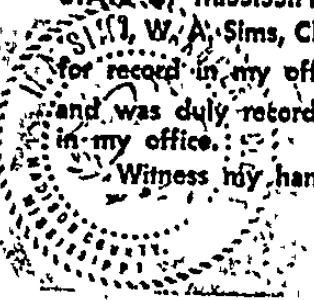
MY COMMISSION EXPIRES July 23, 1977

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 26 day of February, 1974, at 9:00 o'clock A. M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 600 in my office.

Witness my hand and seal of office, this the 5 of March, 19 74

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



QUIT CLAIM DEED

BOOK 134 PAGE 603

INDEXED

NO. 905

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, we, HENDERSON SMITH and ROSA LEE SMITH, husband and wife, do hereby sell, convey and quit claim unto LAURA SMITH the following described land in Madison County, Mississippi, to-wit:

Four (4) acres described as beginning at a point which is 6.65 chains west of the northeast corner of the 15 acre tract in NE 1/4 SW 1/4 Section 36, Township 8 North, Range 2 East former owned by Will Turner as shown in Deed Book 000 page 385, thence run north 5.6 chains, thence run west 7.18 chains, thence run south 5.6 chains, thence run east to the point of beginning, and being situated in NE 1/4 of SW 1/4, Section 36, Township 10 North, Range 2 East, containing four (4) acres more or less.

Grantee agrees to pay the 1974 ad valorem taxes.

OUR WITNESS/XX SIGNATURE, this 26 day of February, 1974.

Witness to mark: Jessamine Hood

HIS  
X Henderson Smith  
HENDERSON SMITH

Rosa Lee Smith  
ROSIE LEE SMITH

STATE OF MISSISSIPPI

MADISON COUNTY

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

GIVEN UNDER MY HAND and official seal, this 26 day of February, 1974.



W. A. Sims  
CHANCERY CLERK

BY: S. R. Sherry D. C.

MY COMMISSION EXPIRES: 1-1-76

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of February, 1974, at 11:00 o'clock A.M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 603 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.

By S. R. Sherry W. A. SIMS, Clerk D. C.

QUIT CLAIM DEED

BOOK 134 PAGE 604

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 NO. 906 receipt of all of which is hereby acknowledged, I, LAURA SMITH, do hereby sell, convey and quit claim unto HENDERSON SMITH and ROSA LEE SMITH, husband and wife my undivided one-half (1/2) interest in the following described land in Madison County, Mississippi, to-wit:

Four (4) acres in the NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 36, Township 8 North Range 2 East, and being the same land conveyed me on February 7, 1974 by Charlie J. Smith and of record in Land Deed Book 134, page 384. The above land is no part of my homestead.

Grantees agree to pay the ad valorem taxes for the year of 1974.

WITNESS MY SIGNATURE, this 26 day of February, 1974..

Laura Smith  
LAURA SMITH

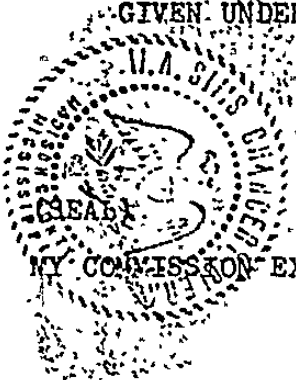
STATE OF MISSISSIPPI  
MADISON COUNTY,

PERSONALLY appeared before me the undersigned authority in and for said county and state aforesaid, the within named LAURA SMITH 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 26 day of February, 1974.

W. A. Sims  
CHANCERY CLERK

BY: Rashley D.C.



MY COMMISSION EXPIRES: 1-1-76

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of February, 19 74, at 11:00 o'clock a. M., and was duly recorded on the 5 day of March, 19 74 Book No. 134 on Page 604 in my office.

Witness my hand and seal of office, this the 5 of March, 19 74  
W. A. SIMS, Clerk

By Rashley D.C.

STATE OF MISSISSIPPI,  
MADISON COUNTY.

BOOK 134 PAGE 605

INDEXED

In consideration of the conveyance hereinafter to the undersigned OUIDA DAUGHTRY, ELEASE D. TAYLOR, ROBERT C. DAUGHTRY and WAYNETTA DAUGHTRY by the NO. 907 undersigned IRENE WILLIAMS of her undivided one-fifth (1/5th) interest in an undivided one-half interest in all other lands in Madison County, Mississippi, which belonged to Harry Daughtry, Sr., at the time of his death, which have not since been vested otherwise by his devisees, the undersigned Grantors do hereby convey and warrant specially unto the said Irene Williams their undivided four-fifths (4/5ths) interest in the said one-half interest, exclusive of all oil, gas and other minerals in and to the following parcel of land in Madison County, Mississippi, to-wit:

A parcel of land containing 8.5 Acres, more or less, fronting 513.9 feet on the east side of Interstate Highway No. 55, lying and being situated in the SW $\frac{1}{4}$  of Section 10, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of an east west fence line extended, with the centerline of a county public road (said intersection being where a concrete monument marked "SC 16" representing the NE corner of Section 16 and the SW corner of said Section 10, was placed below the road surface by the Mississippi Forestry Service), and run S 89°45' E along the existing fence and south line of said Section 10 for 1331 feet to an iron pin; thence North for 1346 feet to a point; thence S 89°45' E for 35.4 feet to a point; thence N 00°13' W for 322.4 feet to the Point of Beginning of the property herein described; thence N 00°13' W for 433.2 feet to a point; thence S 89°47' W for 717.5 feet to the east R.O.W. line of Interstate Highway No. 55; thence S 32°20' W along the chord of the curve of said highway for 513.9 feet to a point; thence N 89°47' E for 994 feet to the point of beginning.

And in consideration of the foregoing conveyance to her of the above described parcel of land, the undersigned IRENE WILLIAMS does hereby convey and warrant specially unto the above named and undersigned Grantors her undivided one-fifth (1/5th) interest in an undivided one-half interest in all land in Madison County, Mississippi, which belonged to Harry Daughtry, Sr., at the time of his death, which has not been vested otherwise by his devisees since his death.

The undivided interests of the twelve heirs of Harry Daughtry, Sr., in his undivided one-half interest in all Daughtry lands in Madison County, Mississippi, was approximately 6.5 acres each, The other one-half interest became vested in the undersigned Elease D. Taylor, also an heir, who agreed with her siblings to add from her undivided ownership therein to vest in each enough to make a total of 8.5 acres. In fulfillment of this agreement she hereby quit-claims to IRENE WILLIAMS so much of the above 8.5 acres as may be included in her separate ownership.

BOOK 134 PAGE 606

No interest in oil, gas and other minerals is affected hereby. Taxes for 1974 on above parcel shall be paid by Grantee. No homestead rights are herein involved.

This 26 day of February, 1974.

Witness: Shelby (S) Ouida Daughtry  
OUIDA DAUGHTRY

E. David Taylor  
ELEASE D. TAYLOR

Irene Williams  
IRENE WILLIAMS

Robert C. Daughtry  
ROBERT C. DAUGHTRY

Waynetta Daughtry  
WAYNETTA DAUGHTRY

STATE OF MISSISSIPPI,  
MADISON COUNTY.

THIS DAY PERSONALLY appeared before me, the undersigned authority in and for the above County and State, ELEASE D. TAYLOR, ROBERT C. DAUGHTRY, OUIDA DAUGHTRY, who acknowledged that they executed and delivered the foregoing instrument on the date thereof as their voluntary act and deed.

WITNESS MY SIGNATURE AND SEAL of office, this 26 day of February, 1974.

MY COMMISSION EXPIRES: 1-1-76

W. A. Sims, Ch. Clerk  
NOTARY PUBLIC  
Shelby

STATE OF Michigan,  
Genesee COUNTY.

THIS DAY personally appeared before me, the undersigned authority in and for the above County and State, WAYNETTA DAUGHTRY, who acknowledged that she executed and delivered the foregoing instrument on the date thereof as her voluntary act and deed.

WITNESS MY SIGNATURE AND SEAL of office, this 18th day of February, 1974.

MY COMMISSION EXPIRES: March 5, 1977

Alvita Jackson  
NOTARY PUBLIC

STATE OF Michigan,  
Genesee COUNTY.

THIS DAY PERSONALLY appeared before me, the undersigned authority in and for the above County and State, IRENE WILLIAMS, who acknowledged that she executed and delivered the foregoing instrument on the date thereof as her voluntary act and deed.

WITNESS MY SIGNATURE AND SEAL of office, this 18th day of February, 1974.

MY COMMISSION EXPIRES: March 5, 1977

Alvita Jackson  
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 26 day of February, 19 74, at 11:15 o'clock A.M., and was duly recorded on the 5 day of March, 19 74, Book No. 134 on Page 605 in my office.

Witness my hand and seal of office, this the 5 of March, 19 74.

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

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STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK **134** PAGE **607**

WARRANTY DEED

NO. **910**

In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, L. R. PARKER, do hereby convey and warrant unto W. D. Parker all of my right, title, claim and interest in and to the following described land lying and being situated in Madison County, Mississippi, to-wit:

E $\frac{1}{2}$  NE $\frac{1}{2}$  Section 23, Township 12 North, Range 4 East.

Witness my signature, this February 26, 1974.

  
L. R. Parker

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

Witness my signature and official seal, this February 26,

My commission expires:  
August 18, 1975

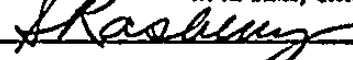
  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of February, 1974, at 11:30 o'clock P. M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 607 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.

W. A. SIMS, Clerk

By  D. C.



WARRANTY DEED

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FOR AND IN CONSIDERATION of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other valuable consideration, receipt of which is hereby acknowledged, I, the undersigned, an officer of Heritage Corporation, a Mississippi Corporation qualified and doing business in Mississippi, do hereby convey and warrant unto J. O. HENRY, and wife, CORRINE A. HENRY, as joint tenants and not as tenants in common with full rights of survivorship, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Starting at the NW corner of Sec 14, T8N, R2E, Madison County, Mississippi, proceed southerly along section line, 1320.0 feet to a point; thence S89° 56'E, 1230.0 feet to a point; thence S00° 03'W, 885.0 feet to the point of beginning; thence N89° 56'W, 789.3 feet to an iron pin, said pin being on the east right-of-way of U.S. Highway No. 51; thence N23° 39'E, 191.0 feet along said right-of-way to an iron pin; thence S89° 56'E, 712.9 feet to an iron pin; thence S00° 03'W, 175.0 feet to the point of beginning, containing 3.0 acres more or less.

This conveyance is made subject to the following:

1. Zoning and subdivision regulations and ordinances of Madison County, Mississippi.
2. Those certain mineral interests as reserved in deeds of record in the aforesaid Clerk's office in Book 25 at Page 24; Book 27 at Page 101; Book 29 at Page 40; Book 60 at Page 141; and Book 131 at Page 100.
3. The rights-of-way to American Telephone and Telegraph Company as reflected by instruments recorded in Book 39 at Page 34; Book 39 at Page 388; and Book 38 at Page 484, in the aforesaid Clerk's office.
4. The rights-of-way to Texas Eastern Transmission Corporation, as reflected by instruments recorded in Book 61 at Page 237; Book 61 at Page 239; Book 99 at Page 400; and Book 99 at Page 403 in the aforesaid Clerk's office.

5. That certain provision in the deed executed by Ross R. Barnett, Sr., et al, dated May 18, 1973, recorded in Book 131 at Page 100 in the aforesaid Clerk's office, which reads as follows:

"It is expressly understood that any cotton acreage allotted to the above described land by the ASCS is retained by the Grantors and may be transferred and/or assigned by the Grantors to other lands."

The grantees herein agree to pay all taxes due and owing on the above described property.

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

HERITAGE CORPORATION

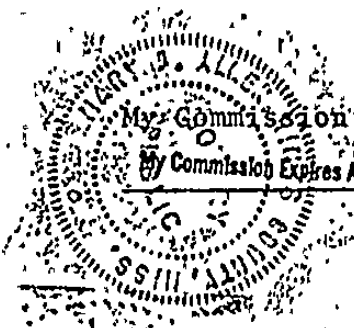
BY E. R. Maupin SEC/TREA  
E. R. MAUPIN, SECRETARY

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, E. Rigby Maupin, personally known to me to be the Secretary of Heritage Corporation, a Mississippi corporation, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as the act and deed of said corporation, he being first duly authorized so to do.

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

Mary D. Allen  
NOTARY PUBLIC



My Commission Expires:  
Aug. 14, 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 26 day of February, 1974, at 3:00 o'clock P. M. and was duly recorded on the 5 day of March, 1974 Book No. 134 on Page 608 in my office.

Witness my hand and seal of office, this the 5 of March, 1974

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

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other valuable consideration, receipt of which is hereby acknowledged, I, the undersigned, an officer of Heritage Corporation, a Mississippi Corporation qualified and doing business in Mississippi, do hereby convey and warrant unto J. O. HENRY, and wife, CORRINE A. HENRY, as joint tenants and not as tenants in common with full rights of survivorship, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Starting at the NW corner of Sec 14, T8N, R2E, Madison County, Mississippi, proceed southerly along section line, 1320.0 feet to a point; thence S89° 56'E, 1230.0 feet to a point; thence S00° 03'W, 710.0 feet to the point of beginning; thence N89° 56'W, 712.9 feet to an iron pin, said iron pin being on the east right-of-way of U.S. Highway No. 51; thence N23° 39'E, 218.3 feet along said right-of-way to an iron pin; thence S89° 56'E, 625.5 feet to an iron pin; thence S00° 03'W, 200.0 feet to the point of beginning, containing 3.0 acres more or less.

This conveyance is made subject to the following:

1. Zoning and subdivision regulations and ordinances of Madison County, Mississippi.
2. Those certain mineral interests as reserved in deeds of record in the aforesaid Clerk's office in Book 25 at Page 24; Book 27 at Page 101; Book 29 at Page 40; Book 60 at Page 141; and Book 131 at Page 100.
3. The rights-of-way to American Telephone and Telegraph Company as reflected by instruments recorded in Book 39 at Page 34; Book 39 at Page 388; and Book 38 at Page 484, in the aforesaid Clerk's office.
4. The rights-of-way to Texas Eastern Transmission Corporation, as reflected by instruments recorded in Book 61 at Page 237; Book 61 at Page 239; Book 99 at Page 400; and Book 99 at Page 403 in the aforesaid Clerk's office.

5. That certain provision in the deed executed by Ross R. Barnett, Sr., et al, dated May 18, 1973, recorded in Book 131 at Page 100 in the aforesaid Clerk's office, which reads as follows:

"It is expressly understood that any cotton acreage allotted to the above described land by the ASCS is retained by the Grantors and may be transferred and/or assigned by the Grantors to other lands."

The grantees herein agree to pay all taxes due and owing on the above described property.

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

HERITAGE CORPORATION

BY E. R. Maupin SECRETARY  
E. R. MAUPIN, SECRETARY

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, E. Rigby Maupin, personally known to me to be the Secretary of Heritage Corporation, a Mississippi corporation, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as the act and deed of said corporation, he being first duly authorized so to do.

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

Mary D. Allen  
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 26 day of February, 1974, at 3:00 o'clock P. M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 610 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.  
W. A. SIMS, Clerk

By W. A. Sims, D. C.

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NO. 917

BOOK 134 PAGE 612

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, T. A. PATTERSON and LOUIS L. PATTERSON, JR., Grantors, do hereby convey and forever warrant unto JAMES R. STOKES and wife, BETTY B. STOKES, 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 Madison County, Mississippi, to-wit:

A certain tract or parcel of land located in the southeast 1/4 of the northwest 1/4 of Section 26, Township 7 North, Range 1 East, Madison County, Mississippi, and more particularly described as follows: Starting at the northeast corner of the northeast 1/4 of the northwest 1/4 of Section 26, Township 7 North, Range 1 East, Madison County, Mississippi, thence south for a distance of 1753.0 feet to an iron pin, said pin being the point of beginning of this survey, thence south for a distance of 462.3 feet to an iron pin, thence west for a distance of 471.1 feet to an iron pin, thence north for a distance of 462.3 feet to an iron pin, thence east for a distance of 471.1 feet to the aforesaid point of beginning, containing 5.0 acres, more or less.

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

1. State of Mississippi, County of Madison 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 in the records of the Chancery Clerk of Madison County, Mississippi.

3. The Grantors herein reserve all oil, gas and other minerals lying in, on and under the subject property.

4. The restrictive covenants which shall apply to the above described property is attached hereto and marked as Exhibit "A".

WITNESS OUR SIGNATURES on this the 15<sup>th</sup> day of FEBRUARY, 1974.

  
T. A. Patterson

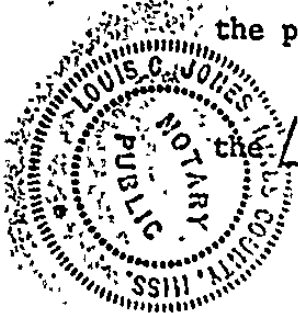
  
Louis L. Patterson - Jr.

STATE OF MISSISSIPPI

COUNTY OF Hinds

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

GIVEN UNDER MY HAND and official seal on this the 15th day of February, 1974.



Louis C. Jones  
Notary Public

MY COMMISSION EXPIRES:

My commission expires March 27, 1976

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STATE OF MISSISSIPPI

COUNTY OF Hinds

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

GIVEN UNDER MY HAND and official seal on this the 15th day of February, 1974.



Louis C. Jones  
Notary Public

MY COMMISSION EXPIRES:

My commission expires March 27, 1976

RESTRICTIVE COVENANTS

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

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

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

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

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



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

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

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

## EXHIBIT "A"

STATE OF MISSISSIPPI, County of Madison:

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 26 day of February, 19 74, at 4:15 o'clock P.M., and was duly recorded on the 5 day of March, 19 74, Book No. 134 on Page 612 in my office.

Witness my hand and seal of office, this the 5 of March, 19 74.

W. A. SIMS, Clerk

By Shasheny D. C.

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BOOK 134 PAGE 117

NO. 820

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, HARROW DEVELOPMENT CORPORATION, a Mississippi corporation, does hereby sell, convey and warrant unto PAUL W. HOPPING and wife, NANCY H. HOPPING, 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 Seventeen (17) of Sandalwood Subdivision, Part Two (2), a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at Page 40.

The warranty of this conveyance is subject to any and all restrictive covenants, easements, rights of way and mineral reservations which are of record affecting said property.

Ad valorem taxes for the year 1974 shall be prorated as of the date of this conveyance.

WITNESS THE SEAL AND SIGNATURE OF GRANTOR, this the 18<sup>th</sup> day of February, 1974.

HARROW DEVELOPMENT CORPORATION

By: Robert Field  
Robert Field, President

STATE OF MISSISSIPPI

COUNTY OF HINDS

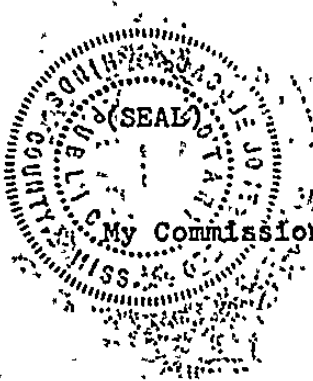
Personally came and appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named Robert Field, who

BOOK 134 PAGE 618

acknowledged that he is President of Harrow Development Corporation, a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 18<sup>th</sup> day of February, 1974.

*James J. Fried*  
NOTARY PUBLIC



My Commission Expires: May 24, 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 27 day of February, 1974, at 9:00 o'clock a.m., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 617 in my office.

Witness my hand and seal of office, this the 5 of March, 19 74

W. A. SIMS, Clerk

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

WARRANTY DEED

BOOK 134 PAGE 810

NO. 926

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations including the assumption of the obligations of WALTER ALLEN LANGHAM and wife, MARY F. M. LANGHAM, as stated in that certain General Warranty Deed dated July 6, 1971, and recorded in Book 123 at Page 36 thereof in the records of the Chancery Clerk of Madison County, Mississippi; the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned WALTER ALLEN LANGHAM and wife, MARY F. M. LANGHAM, do hereby sell, convey and warrant unto JERRY JOHNSON, the following described land and property situated in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

INDEXED

A lot or parcel of land fronting 150.0 feet on the West side of Wheatley Street (Ext.) in Lot #1 of Block 32, Highland Colony Subdivision, Section 31, T7N, R2E, Madison County, Mississippi, and being more particularly described as beginning at a point that is 50.0 feet N 89° 25' West of and 243.5 feet S 0° 25' W of the SW Corner of Block 31 of said Highland Colony Subdivision, said SW Corner of Block 31 mentioned above being also the SW Corner of the Appleridge Subdivision at per Map or Plat of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and from said point of beginning being 25.0 feet west of and measured at right angles to the Center line of said Wheatley Street, and is the NE Corner of tract being described, run thence S 0° 25' W for 150.0 feet along said Wheatley Street, thence running N 89° 25' W for 153.0 feet, thence running N 0° 25' E for 150.0 feet, thence running S 89° 25' E for 153.0 feet to the point of beginning, and all being situated in and being a part of Lot #1 of Block 32 of the Highland Colony Subdivision, Section 31, T7N, R2E, Madison County, Mississippi.

Grantor agrees to pay the 1974 ad valorem taxes.

WITNESS OUR SIGNATURES this the 11<sup>th</sup> day of February

1974.

Walter Allen Langham  
WALTER ALLEN LANGHAM

Mary F. Langham  
MARY F. M. LANGHAM

STATE OF MISSISSIPPI

BOOK 134 PAGE 620

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for said County and State aforesaid, the within named Walter Allen Langham and wife, Mary F. M. Langham, who after being by me first duly sworn, stated on oath that they executed the above Warranty Deed as their own act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11th day of February, 1974.

Christian J. Shambert  
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 27 day of February, 1974, at 10:15 o'clock A.M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 619 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.

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

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I, the undersigned, MARY COBB SMITH / do hereby sell, convey and warrant unto SARTAIN ENTERPRISES, INC. my undivided 78 percent interest in and to the following described land lying in and situated in Madison County, Mississippi, to-wit:



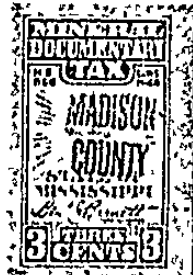
Begin at an iron pin at a fence corner on the South ROW line of Mississippi Highway 22 that is 27.2 feet North and 738.8 feet West of the NE corner of Section 27, T9N, R2E, Madison County, Mississippi, and run thence N 65 degrees 35 minutes E 1276.5 feet along a fence line to a Highway 22 ROW marker; thence S 67 degrees 04 minutes E 107.7 feet along a fence line to a I-55 ROW marker; thence S 12 degrees 38 minutes E 817.6 feet along a fence line to a I-55 ROW marker; thence S 00 degrees 15 minutes E 2245.4 feet along a fence line to a I-55 ROW marker; thence S 89 degrees 33 minutes W 1450.3 feet along a fence line to an iron pin at a fence corner; thence North 2568.2 feet along a fence line to the point of beginning, containing 93.55 acres, more or less, all in Sections 22, 23, 26 & 27, T9N, R2E.



There is excepted from this conveyance an undivided 2/3.31 interest in the oil, gas and other minerals under this portion of the above lands lying in Section 22, Township 9 North, Range 2 East, said minerals having been heretofore conveyed by Grantor to other parties.

In addition to the above, Grantor excepts and reserves unto herself, an undivided 1/4 of all oil, gas and other minerals lying in, on and under all of the above described property except that portion thereof lying in Section 22, Township 9 North, Range 2 East.

This conveyance is made subject to a drainage easement 30 feet in width across the south side of the above described property, said drainage easement recorded in Book 33 at Page 314 in the office of the Chancery Clerk of Madison County, Mississippi.





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 are hereby acknowledged, I, the undersigned, Mary C. Smith, do hereby sell, convey and warrant unto William B. Smith III, Frank C. Smith and Robert M. Smith, share and share alike, an undivided 22 percent interest in and to the following described land lying in and situated in Madison County, Mississippi, to-wit:



Begin at an iron pin at a fence corner on the South ROW line of Mississippi Highway 22 that is 27.2 feet North and 738.8 feet West of the NE corner of Section 27, T9N, R2E, Madison County, Mississippi and run thence N 65 degrees 35 minutes E 1276.5 feet along a fence line to a Highway 22 ROW marker; thence S 67 degrees 04 minutes E 107.7 feet along a fence line to a I-55 ROW marker; thence S 12 degrees 38 minutes E 817.6 feet along a fence line to a I-55 ROW marker; thence S 00 degrees 15 minutes E 2245.4 feet along a fence line to a I-55 ROW marker; thence S 89 degrees 33 minutes W 1450.3 feet along a fence line to an iron pin at a fence corner; thence North 2568.2 feet along a fence line to the point of beginning, containing 93.55 acres, more or less, all in Sections 22, 23, 26 & 27, T9N, R2E.

There is excepted and reserved to the Grantor all oil, gas and other minerals lying in, on, and under the above described lands.

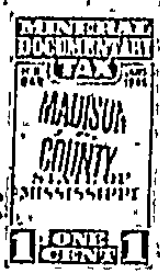
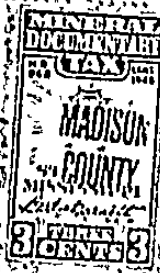
This conveyance is made subject to a drainage easement 30 feet in width across the south side of the above described property, said drainage easement recorded in Book 33 at Page 314 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE, this the 14 day of February, 1974.

*Mary C. Smith*  
MARY C. SMITH

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named





Book 134 Page 624

Mary C. Smith, who being by me first duly sworn stated on oath that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

WITNESS my hand and seal this the 14<sup>th</sup> day of February,



*Judith Ann Mize*  
NOTARY PUBLIC

My Commission Expires: March 15, 1975

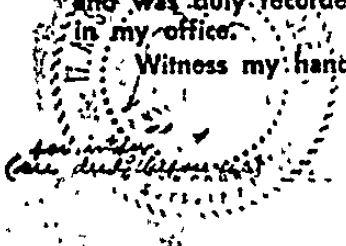
STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 27 day of February, 1974, at 1:50 o'clock P.M., and was duly recorded on the 5 day of March, 1974 Book No. 134 on Page 623 in my office.

Witness my hand and seal of office, this the 5 of March, 1974

W. A. SIMS, Clerk

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



WARRANTY DEED

NO. 932

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, William B. Smith, III, Frank C. Smith and Robert M. Smith, do hereby sell, convey and warrant unto Sartain Enterprises, Inc. our undivided 22 per cent interest in and to the following described land lying in and situated in Madison County, Mississippi, to-wit:


Begin at an iron pin at a fence corner on the South ROW line of Mississippi Highway 22 that is 27.2 feet North and 738.8 feet West of the NE corner of Section 27, T9N, R2E, Madison County, Mississippi, and run thence N 65 degrees 35 minutes E 1276.5 feet along a fence line to a Highway 22 ROW marker; thence S 67 degrees 04 minutes E 107.7 feet along a fence line to a I-55 ROW marker; thence S 12 degrees 38 minutes E 817.6 feet along a fence line to a I-55 ROW marker; thence S 00 degrees 15 minutes E 2245.4 feet along a fence line to a I-55 ROW marker; thence S 89 degrees 33 minutes W 1450.3 feet along a fence line to an iron pin at a fence corner; thence North 2568.2 feet along a fence line to the point of beginning, containing 93.55 acres, more or less, all in Sections 22, 23, 26 & 27, T9N, R2E.

There is excepted from this conveyance all oil, gas and other minerals lying in, on and under the above described lands, said minerals being heretofore reserved by Grantors' predecessor in title.

This conveyance is made subject to a drainage easement 30 feet in width across the south side of the above described property, said drainage easement recorded in Book 33 at Page 314 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES this the 15th day of February, 1974.

  
WILLIAM B. SMITH, III

  
FRANK C. SMITH

  
ROBERT M. SMITH

STATE OF Virginia  
COUNTY OF Patrick William

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William B. Smith, III, who being by me first duly sworn stated on oath that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

WITNESS my hand and seal this the 16<sup>th</sup> day of February, 1974.

Andrew L. Rumovsky  
NOTARY PUBLIC

My Commission Expires:  
July 23, 1977

STATE OF Tenn  
COUNTY OF Davidson

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Frank C. Smith, who being by me first duly sworn stated on oath that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

WITNESS my hand and seal this the 15<sup>th</sup> day of February, 1974.

Mary Glasgow  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires May 22, 1978

STATE OF South Carolina  
COUNTY OF Richland

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Robert M. Smith, who being by me first duly sworn stated on oath that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

WITNESS my hand and seal this the 18<sup>th</sup> day of February, 1974.

Robin A. Davis  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires May 31, 1981

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 27 day of February, 1974, at 1:55 o'clock P.M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 625 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.

W. A. SIMS, Clerk

By Rashemy, D. C.

Tammy  
(See attached)

902-0074  
Permit #2

BOOK 134 OF 627

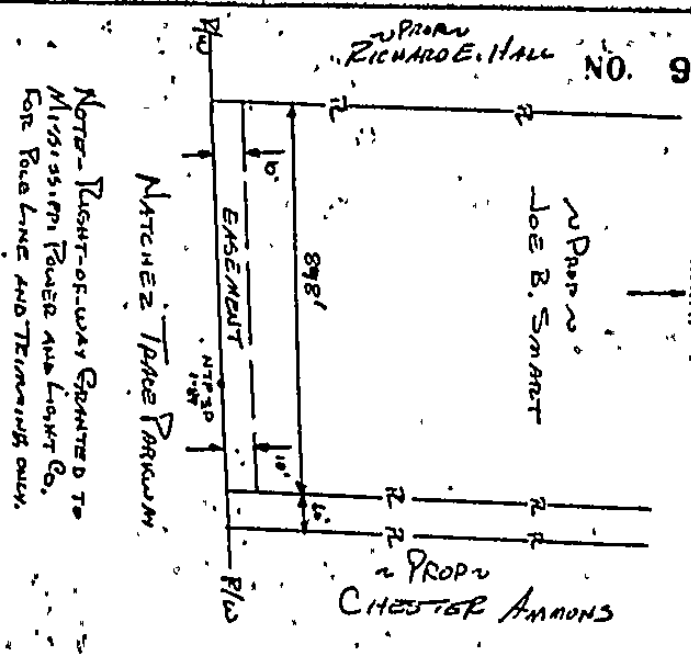
Name and Post Office Address of grantor: JOE B. SMART  
P.O. Box #11  
RICHARD E. HALL, MISSISSIPPI  
Toll Line: NONE (Name)  
Exchange Line: MISSISSIPPI (Exchange)  
tributary to

The property is bounded where the line enters and leaves this property by the property of:  
RICHARD E. HALL ON THE WEST  
CHESTER ANNONS ON THE EAST  
The poles (or stakes) have the following identification: NT-4

Authority: 902-0074 classification: ASC

Approved: RECU

Title: DISTRICT EASEMENT



### RIGHT-OF-WAY EASEMENT

FORM 8416 SC  
MARCH, 1973

In consideration of the sum of money hereinafter set out and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged from the South Central Bell Telephone Company, the undersigned, owner(s) of the premises described below, do hereby grant to the South Central Bell Telephone Company, its licenses, agents, successors, assigns, and allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantee may require, consisting of:

- (1) poles, guys, anchors, aerial cables and wires;
- (2) Buried cables and wires, cable terminals, markers, splicing boxes and pedestals;
- (3) Conduits, manholes, markers, underground cables and wires;
- (4) and other amplifiers, boxes, appurtenances or devices

upon over and under a strip of land 10 feet wide across the following lands in MADISON County, State of MISSISSIPPI generally described as follows. SAID STRIP BEING LOCATED IMMEDIATELY ADJACENT ON AND ALONG THE NATCHEZ TRACE PARKWAY, A FEDERAL ROAD, FOR A DISTANCE OF 878 FEET ON THAT TRACT OF LAND LYING NORTH OF THE NATCHEZ TRACE PARKWAY BOUNDED ON THE WEST BY THE PROPERTY OF RICHARD E. HALL AND ON THE EAST BY THE PROPERTY OF CHESTER ANNONS IN SEC. 22 AND SEC. 23, T. 7N, R. 1E, MADISON COUNTY, MISSISSIPPI, and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets, or highways adjoining or through said property.

The following rights are also granted: to allow any other person or company to attach wires or lay cable or conduit within the right of way for communications or electric power transmission or distribution; ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

The receipt of ONE and NO /100 Dollars (\$1.00) is hereby acknowledged by the undersigned.

To have and to hold the above granted easement unto South Central Bell Telephone Company, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has signed and sealed this document on FEB 18, 1974. ~~caused this instrument to be executed by its duly authorized agent~~

Signed, sealed and delivered in the presence of:  
Witness  
Thomas L. Hill

Joe B. Smart L.S.  
Mrs Joe B. Smart L.S.

Attest:  
Corporate Officer

Name of Corporation  
By:  
Title:

BOOK 134 PAGE 628

STATE OF MISSISSIPPI

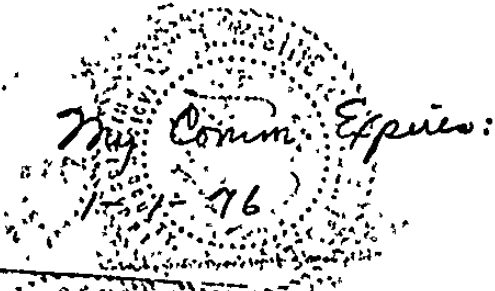
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named Thomas L. Hill, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the above-named Mr. Joe B. Smart and Mrs. Joe B. Smart whose names are subscribed thereto, sign and deliver the same to South Central Bell Telephone Company, a corporation; and that he, this affiant, subscribed his name as a witness thereto in the presence of said Thomas L. Hill and \_\_\_\_\_

Thomas L. Hill

Sworn to and subscribed before me on this 27 day of

February, 1974.



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 27 day of February, 1974, at 3:25 o'clock P. M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 627 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.

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

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INDEXED

NO. 934

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 and sufficiency of all of which are hereby acknowledged, and for the further consideration of the assumption and agreement by the grantee herein to pay the unpaid balance of the principal indebtedness of \$18,000.00 secured by a deed of trust executed by Robert F. Bone and wife, Dianne Bone, to H. V. Watkins, Trustee, for the use and benefit of Reid-McGee & Company, dated July 30, 1970, filed for record in the office of the Chancery Clerk of Madison County, Mississippi, and recorded in said office in Book 376 at Page 55, the undersigned, JERRIE L. JONES, does hereby quit claim all her right, title and interest in the hereinafter described real property unto WILLIAM E. JONES, said property being located in Madison County, Mississippi:

Lot 14, Meadow Dale Subdivision, Part IV, a subdivision in Madison County, Mississippi, according to a map or plat thereof, on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Book 5 at Page 25 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

There is excepted from the warranty herein contained the following:

Those restrictive covenants and conditions contained in instrument recorded in Book 372 at Page 17 in the office of the Chancery Clerk of Madison County, Mississippi.

THIS, the 2nd day of February, 1974.

Jerrie L. Jones  
JERRIE L. JONES

BOOK 134 PAGE 630

STATE OF MISSISSIPPI

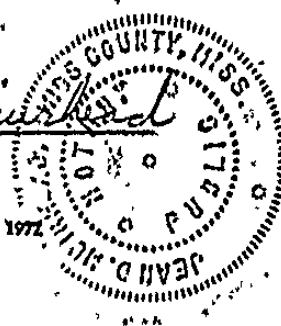
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid county and state, the within named JERRIE L. JONES, who acknowledged that she signed and delivered the foregoing Quit Claim Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND at Jackson, Mississippi, this the 22nd day of February, 1974.

Jean D. Mitchell  
NOTARY PUBLIC

My Commission Expires August 13, 1974.



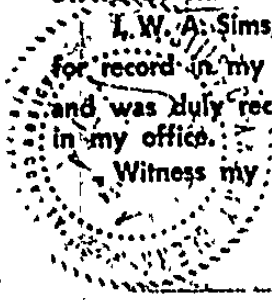
STATE OF MISSISSIPPI, County of Madison:

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 27 day of February, 19 74 at 4:00 o'clock P. M., and was duly recorded on the 5 day of March, 19 74, Book No. 134 on Page 629 in my office.

Witness my hand and seal of office, this the 5 of March, 19 74

W. A. SIMS, Clerk

By W. A. Sims, D. C.



INDEXED

NO. 935

BOOK 134 PAGE 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, the receipt and sufficiency of which is hereby acknowledged, We, PRESTON W. YAWN and wife, PEARLINE A. YAWN, Grantors, do hereby convey and forever warrant unto L. H. McMULLEN, JR., N. B. HUTCHISON, JR., THOMAS W. LONG and GEORGE C. LOTT, Grantees, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 146.8 feet on the north margin of Soldier Colony Road and 800 feet on the east margin of Mississippi State Highway No. 22; containing 10 acres, more or less, lying and being situated in the NW 1/4 SW 1/4 and the SW 1/4 of NW 1/4, Section 27, Township 9 North, Range 2 East, Madison County, Mississippi and more particularly described as follows: Beginning at a point on the north margin of Soldier Colony Road that is 662.2 feet east of and 55 feet north of SW corner of the NW 1/4 SW 1/4 of said Section 27, according to the Preston Yawn deed recorded in Deed Book 100 at page 21 in the records of the Chancery Clerk of said county, and from said point of beginning thence east along the north margin of said Soldier Colony Road for 146.8 feet to a point; thence north 08 degrees 05 minutes east along the east line of said Yawn property for 646.3 feet to a point; thence north 07 degrees 36 minutes west along said east line for 239 feet to a point; thence north 09 degrees 28 minutes west along said east line for 403.6 feet to a point on the east margin of Mississippi State Highway No. 22; thence south 39 degrees 22 minutes west



along the east margin of said highway for 800 feet to a point, thence south 29 degrees 15 minutes east for 752.3 feet to the point of beginning.

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

1. County of Madison and State of Mississippi ad valorem taxes for the year 1974 shall be prorated as follows, to-wit: Grantor 2/12ths, Grantees 10/12ths.

2. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded in Supervisors Minute Book AD at page 266 in the records of the Chancery Clerk of Madison County, Mississippi.

3. The reservation by Frances S. Ray of an undivided one-half (1/2) interest in and to all oil, gas and other minerals lying in, on and under the subject property by warranty deed dated December 6, 1965, and recorded in Book 100 at page 21 in the records of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the 27<sup>th</sup> day of FEBRUARY, 1974.

Preston W. Yawn  
Preston W. Yawn

Pearline A. Yawn  
Pearline A. Yawn

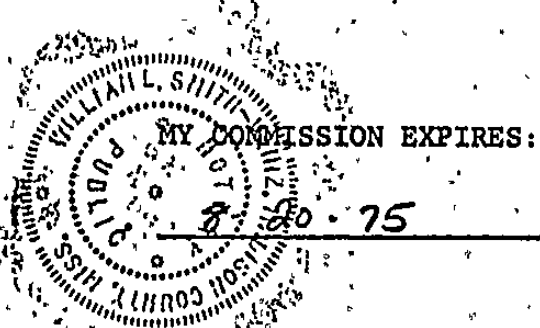
BOOK 134 PAGE 633

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, PRESTON W. YAWN and PEARLINE A. YAWN, who acknowledged to me that they did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 27<sup>th</sup> day of FEBRUARY, 1974.

William L. Smith Nay  
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 27<sup>th</sup> day of February, 1974, at 4:45 o'clock P.M., and was duly recorded on the 5 day of March, 1974 Book No. 134 on Page 631 in my office.

Witness my hand and seal of office, this the 5 of March, 1974

W. A. SIMS, Clerk

By W. A. Sims, D. C.

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NO. 936

BOOK 134 PAGE 634

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 MARIE BANES, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A certain tract or parcel of land located in the SW $\frac{1}{4}$  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 southwest corner of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi; thence north for a distance of 580.9 feet to a concrete marker, said marker being the point of beginning of this survey; thence North for a distance of 679.1 feet to an iron pin; thence South 89 degrees 47 minutes East for a distance of 400.2 feet to an iron pin; thence South for a distance of 572.3 feet to an iron pin; thence South 81 degrees 53 minutes west for a distance of 87.3 feet to a concrete marker; thence South 73 degrees 29 minutes west for a distance of 327.2 feet to the aforesaid point of beginning, containing 5.7 acres, more or less.

SUBJECT only to the following exceptions, 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 in the records of the Chancery Clerk of Madison County, Mississippi.

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

4. Those certain restrictive covenants which are set forth in that certain Warranty Deed dated March 23, 1972, and recorded in Book 126 at page 575 in the office of the Chancery Clerk of Madison County, Mississippi.

5. A right-of-way conveyance from Joe B. Smart to Mississippi Power & Light Company dated September 6, 1973, and recorded in Book 133 at page 370 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the <sup>17<sup>th</sup></sup>~~29<sup>th</sup>~~ day of February, 1974.

Joe Bill Smart  
Joe Bill Smart

Eunice Mae Smart  
Eunice Mae Smart

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority, JOE BILL SMART and wife, EUNICE MAE SMART, who acknowledged to me that they did sign and deliver the

BOOK 134 PAGE 636

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

GIVEN UNDER MY HAND and official seal on this the

27<sup>th</sup> day of FEBRUARY, 1974.



William L. Smith-Vannoy  
Notary Public

MY COMMISSION EXPIRES:

8-20-75

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 27<sup>th</sup> day of February, 1974, at 4:46 o'clock P. M., and was duly recorded on the 5 day of March, 1974 Book No. 134 on Page 634 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.

W. A. SIMS, Clerk

By Shashemy, D. C.

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BOOK 134 PAGE 637

NO. 937

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, MARIE BANES, Grantor, to hereby convey and forever warrant unto VETERAN'S FARM & HOME BOARD OF THE STATE OF MISSISSIPPI, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A certain tract or parcel of land located in the SW $\frac{1}{4}$  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 Southwest corner of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi; thence north for a distance of 580.9 feet to a concrete marker, said marker being the point of beginning of this survey; thence North for a distance of 679.1 feet to an iron pin; thence south 89 degrees 47 minutes East for a distance of 400.2 feet to an iron pin; thence south for a distance of 572.3 feet to an iron pin; thence south 81 degrees 53 minutes west for a distance of 87.3 feet to a concrete marker; thence south 73 degrees 29 minutes west for a distance of 327.2 feet to the aforesaid point of beginning, containing 5.7 acres, more or less.

SUBJECT ONLY to the following exceptions, 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 in the records of the Chancery Clerk of Madison County, Mississippi.

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

4. Those certain restrictive covenants which are set forth in that certain Warranty Deed dated March 23, 1972, and recorded in Book 126 at page 575 in the office of the Chancery Clerk of Madison County, Mississippi.

5. A right-of-way conveyance from Joe B. Smart to Mississippi Power & Light Company dated September 6, 1973, and recorded in Book 133 at page 370 in the office of the Chancery Clerk of Madison County, Mississippi.

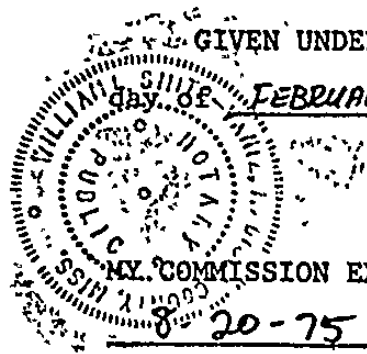
WITNESS MY SIGNATURE on this the 29<sup>th</sup> day of February, 1974.

Marie Banes  
Marie Banes

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, MARIE BANES, 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 29<sup>th</sup> day of FEBRUARY, 1974.



William L. Smith  
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 29<sup>th</sup> day of February, 1974, at 4:17 o'clock P. M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 637 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.

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

# Deed of Conveyance

FOR AND IN CONSIDERATION of One Dollar (\$1.00), cash in hand paid, and the execution concurrently herewith of a promissory note secured by a deed of trust on property herein for the sum of \_\_\_\_\_ Sixteen Thousand and No/100 \_\_\_\_\_ Dollars, (\$16,000.00)

The VETERANS' FARM AND HOME BOARD OF THE STATE OF MISSISSIPPI, does hereby sell and convey unto JOE BILL SMART and wife, EUNICE MAE SMART, as joint tenants with right of survivorship, and not as tenants in common,

the following described property located and being situated in the County of Madison State of Mississippi, to-wit:

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

Starting at the Southwest corner of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, thence North for a distance of 580.9 feet to a concrete marker, said marker being the point of beginning of this survey; thence North for a distance of 679.1 feet to an iron pin; thence South 89 degrees 47 minutes East for a distance of 400.2 feet to an iron pin; thence South for a distance of 572.3 feet to an iron pin; thence South 81 degrees 53 minutes West for a distance of 87.3 feet to a concrete marker; thence South 73 degrees 29 minutes West for a distance of 327.2 feet to the aforesaid point of beginning, containing 5.7 acres, more or less.

The grantee herein agrees and obligates himself to pay all taxes now due and to become due on the above property.

This conveyance is made subject to all oil, gas and mineral conveyances and leases outstanding on this date.

Cancellation of the deed of trust above mentioned will also cancel and satisfy the implied vendor's lien herein.

WITNESS the signature of the Grantor, this the 19th day of February, 1974

THE VETERANS' FARM AND HOME BOARD,

By: Lucille Cox  
State of Mississippi  
Chairman LUCILLE COX

By: James V. Brocato  
Executive Director JAMES V. BROCATO

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me the undersigned authority in and for the State and County last aforesaid,

LUCILLE COX Chairman, and, JAMES V. BROCATO Executive Director of the Veterans' Farm and Home Board of the State of Mississippi, each of whom acknowledged that they signed and delivered the above and foregoing instrument for and on behalf of, and as directed by, said Board, on the day and year of its date.

GIVEN under my hand and official seal this, the 19th day of February, 1974

Ruth Muncie  
Notary Public

(SEAL)  
My Commission Expires January 22, 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 27th day of February, 1974 at 4:48 o'clock P. M., and was duly recorded on the 5 day of March, 1974 Book No. 134 on Page 639 in my office.

Witness my hand and seal of office, this the 5 of March, 1974

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



INDEXED

WARRANTY DEED

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, G. P. COOK, do hereby convey and warrant unto SARTAIN ENTERPRISES, INC., a Mississippi Corporation, the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:



TRACT 1: All that part of NE 1/4 of Section 27, Township 9 North, Range 2 East, which lies north of the Canton and Vernon Road, and north of Mississippi Highway Number 22, LESS AND EXCEPT three contiguous parcels off the west side thereof as follows: LESS AND EXCEPT a lot conveyed to T. B. Cook, et al, by deed dated July 5, 1922, recorded in Book 1 at Page 437; LESS AND EXCEPT a lot conveyed to Phil W. Abel, et ux, by deed dated July 16, 1955, recorded in Book 62 at Page 396; and LESS AND EXCEPT a lot conveyed to Earl B. Goolsby, Sr., by deed dated September 10, 1964, recorded in Book 94 at Page 282; the property herein described and conveyed containing 5 acres, more or less.



It is the intention to convey, and there is hereby conveyed whether correctly described above or not, all lands in the NE 1/4 of said Section 27 lying North of the Canton & Vernon Road and North of Mississippi Highway Number 22, located East of the tract of land conveyed to Phil W. Abel, et ux by deed recorded in Book 62 at Page 396.



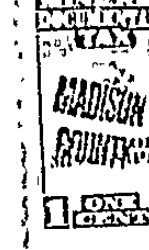
TRACT 2: All that part of E 1/2 E 1/2 of Section 22, Township 9 North, Range 2 East, which lies north of the Canton and Vernon Road, and north of Mississippi Highway Number 22, LESS AND EXCEPT 0.2 acres, more or less, as conveyed to E. C. Henry by Correction Deed dated May 2, 1965, recorded in Book 98 at Page 26; the property herein described and conveyed containing 157 acres, more or less.

All of the above described property containing 162 acres, more or less.

Grantor hereby excepts and reserves unto himself all oil, gas and other minerals in, to and under the above described land.

Subject to Zoning and Subdivision Ordinances of 1964, adopted by the Board of Supervisors of Madison County, Mississippi at the April 1964 Term, recorded in Minute Book A-D at Pages 266 through 287; as amended.

Subject to pipe line right-of-way dated July 25, 1930, recorded in Book 7 at Page 486, to Southern Natural Gas Corporation.



Grantee assumes and agrees to pay the taxes on the above described property for the year 1974.

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

Witness my signature, this the 27<sup>th</sup> day of February, 1974.

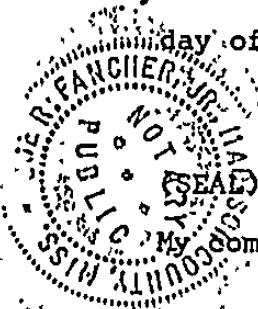
G. P. Cook  
G. P. Cook

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named G. P. COOK, 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 27<sup>th</sup> day of February, 1974.

W. R. Luchter  
Notary Public



My commission expires 1-24-78

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 27<sup>th</sup> day of February, 1974, at 4:50 o'clock P. M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 640 in my office.



Witness my hand and seal of office, this the 5 of March, 1974.

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

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BOOK 134 PAGE 642  
WARRANTY DEED

NO. 942

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

Lots 27 and 45, Sandalwood Subdivision, Part 2, as shown by a plat thereof recorded in Plat Book 5 at Page 40 in the office of the Chancery Clerk of Madison County, Mississippi.

This conveyance is subject to (1) Zoning and Subdivision Regulation Ordinance adopted by the Board of Supervisors of Madison County, Mississippi at the April, 1964 Term and recorded in Minute Book A-D at Pages 266 through 287, as amended, (2) restrictive covenants covering said subdivision, recorded in the office of said Chancery Clerk, (3) all easements reflected on said subdivision plat, and (4) 1974 ad valorem taxes. A utility easement ten feet in width across the East side of Lot 45 and across the East and South sides of Lot 27 is also expressly reserved. There are excepted from this conveyance and the warranty hereunder all mineral interests heretofore conveyed out or excepted by previous owners.

WITNESS my signature this the 22nd day of February, 1974.

*George F. Woodliff*  
\_\_\_\_\_  
GEORGE F. WOODLIFF

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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

GIVEN under my hand and official seal this the 22nd day of February, 1974.

*Judith Ann Mizzi*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
3-15-75

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 28 day of February, 1974, at 9:00 o'clock A. M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 642 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.

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

STATE OF MISSISSIPPI

COUNTY OF MADISON

BOOK 134 PAGE 643  
WARRANTY DEED

INDEXED

NO. 948

FOR AND IN CONSIDERATION of the sum of Ten and NO/100 Dollars, (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt <sup>and</sup> sufficiency all of which is hereby acknowledged, I, the undersigned Grantor, do hereby sell, convey and warrant unto Patricia D. Pierce the following described property situated in the City of Canton, Madison County, Mississippi, and more particularly described as follows, to-wit:

A certain tract or parcel of land upon which is situated that certain building having the dimensions of 36 feet by 90 feet, located south of the Ferguson & Pierce Farm Supply Company main building and east of the dry kiln and west of the Illinois Central-Gulf Railroad tracts, and being a tract of land measuring 36 feet by 90 feet out of that certain tract of land described as follows: Commencing at the intersection of Illinois Central Railroad Company's westerly property line and the south line of Fulton Street; thence southerly along said westerly property line 605 feet to the point of beginning; thence continuing southerly along said property line 400 feet; thence easterly at a right angle to said property line 260 feet; thence northerly 260 feet easterly of and parallel to said westerly property line 400 feet; thence westerly 260 feet to the point of beginning.

Said property is located in the north half of the southeast quarter of Section 24, Township 9 North, Range 2 East in Canton, Madison County, Mississippi.

It is the intention of the Grantor herein to convey unto the Grantee the real property upon which a building having the dimensions of 36 feet by 90 feet, and known as the Ferguson & Pierce Bulk Building, as situated, and also to convey the building situated thereon.

The Grantee herein assumes the 1974 ad valorem taxes on the above described property.

WITNESS my signature on this 21<sup>st</sup> day of February, 1974.

*E. H. Fortenberry*  
E. H. FORTENBERRY

(Cont.) Warranty Deed  
Patricia D. Pierce

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BOOK 134 PAGE 644

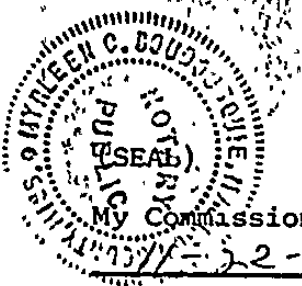
STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me this date, the undersigned Notary Public in and for the jurisdiction aforesaid, the within named E. H. Fortenberry, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office on this 21st day of February, 1974.

Myleen C. Boudouxin  
NOTARY PUBLIC



My Commission Expires: 2-77

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 28 day of February, 1974, at 9:05 o'clock A M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 643 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.

W. A. SIMS, Clerk.

By Shasheng, D. C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 134 PAGE 645

NO. 949

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and NO/100 Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt of all of which is hereby acknowledged, I, Charles R. Pierce, do hereby convey and warrant unto Rosalyn B. Ferguson, subject to the terms and provisions hereof, an undivided one-half interest in and to that real estate situated in the City of Canton, Madison County, Mississippi, described as follows, to-wit:

A parcel of land fronting on the east side of Front Street (also known as Railroad Street) in the city of Canton, Madison County, Mississippi, described as beginning at an iron pipe in the center line of a common alley way as referred to in that instrument executed by Mrs. Annie C. Hossley and M. E. Diket, dated January 15, 1949, recorded in Land Record Book 180 at Page 92 thereof in the Chancery Clerk's office for said County and which point of beginning is 65 feet east of the east line of Front Street and 265 feet south of the south line of Peace street and from said point of beginning run north 31 feet to the northeast corner of what is known as the Cauthen lot; thence west for 65 feet to the east line of Front Street and the northwest corner of said Cauthen lot; thence north along the east line of Front Street for 169 feet to a point; thence east for 65 feet to a point; thence south for 85 feet to a point; thence east for 25 feet to a point; thence south 115 feet to a point on the center line of said common alley; thence west along the center line of said alley for 25 feet to the point of beginning; together with all buildings and improvements thereon situated and all of the hereditaments and appurtenances thereunto appertaining.

This conveyance is executed subject to:

- (1) Matters of survey as reflected by survey prepared by Covington & Tyner, Registered Professional Engineers, Canton, Mississippi, dated March 27, 1969.
- (2) Zoning Ordinance of the City of Canton, Mississippi, not violated to date.
- (3) Existence of a common alley way along and adjacent to the south line of the above described property as reflected by the aforesaid survey and as established by instrument executed by Mrs. Annie C. Hossley and M. E. Diket, dated January 15, 1949, recorded in Land Record Book 180 at Page 92 thereof in the Chancery Clerk's Office for said county.

(Cont.) Warranty Deed  
Charles R. Pierce & Morris Ferguson

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- (4) Ad valorem taxes for the year 1974 which grantee by the acceptance of this conveyance assumes and agrees to pay when the same become due and payable.

Grantor intends and does convey whether accurately and particularly described herein or not, an undivided one-half (1/2) interest in and to that real estate conveyed Morris D. Ferguson and Charles R. Pierce by Bessie F. Diket by deed dated December 29, 1965, recorded in Land Record Book 100 at Page 165 thereof in the Chancery Clerk's office for said county.

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

WITNESS MY SIGNATURE this the 19th day of February, 1974.

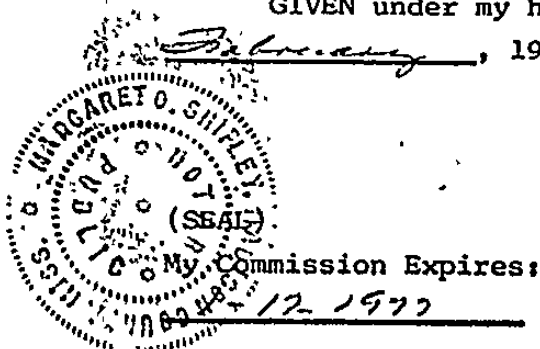
Charles R. Pierce  
CHARLES R. PIERCE

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid County and State, the within named Charles R. Pierce 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 19 day of February, 1974.

Margaret O. Shibley  
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 28 day of February, 1974, at 9:15 o'clock A. M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 645 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.

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

STATE OF MISSISSIPPI

NO. 953

COUNTY OF MADISON

BOOK 134 PAGE 647

WARRANTY DEED

For and in consideration of the sum of \$10<sup>00</sup>, cash in hand paid; and the assumption by the Grantee of that certain Deed of Trust, dated June 30, 1971, recorded in Book 381 at Page 543 of the Land Records of Madison County, Mississippi; and the remaining balance in the amount of \$8,000.00 evidenced by a Promissory Note of even date herewith payable 60 days from the date hereof, which is secured by a Vendor's Lien which is hereby reserved, WE, JAMES W. HALL AND WIFE, JOYCE M. HALL do hereby sell, convey and warrant unto L. A. PENN AND and Morris Gray SONS, INC., a Mississippi Corporation, /the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A parcel of land being all of Lot 49 in the North Union Street Subdivision as recorded in Plat Book 3 at Page 74 in the Chancery Clerk's office, Madison County, Mississippi, all of Lot 50 and part of Lot 48 fronting on the West side of North Liberty Street and being more particularly described as commencing at a concrete monument marking the NW corner of Lot 55 fronting on the East side of North Union Street in the aforesaid North Union Street Subdivision and run thence South 18 degrees 54 minutes W 224.0 feet to a concrete monument marking the NW corner of Lot 49, the point of beginning; thence South 76 degrees 02 minutes East 427.0 feet to an iron pin on the West ROW line of North Liberty Street; thence S 18 degrees 00 minutes W 139.3 feet along the West ROW line of said North Liberty Street to a point; thence S 89 degrees 45 minutes W 122.4 feet along a fence line to a fence corner post; thence S 12 degrees 24 minutes W 83.6 feet along a fence line to a fence corner post; thence S 88 degrees 56 minutes W 197.8 feet along a fence line to a fence corner post; thence N 82 degrees 24 minutes W 29.2 feet along a fence line to a fence corner post; thence N 27 degrees 43 minutes W 21.7 feet along a fence line to a concrete monument; thence N 75 degrees 57 minutes W 90.0 feet along a fence line to a concrete monument; thence N 17 degrees 00 minutes E 194.9 feet along a fence line to a concrete monument; thence N 21 degrees 52 minutes E 97.0 feet to the point of beginning. LESS AND EXCEPT: TRACT 1 a lot or parcel of land described as commencing at a concrete monument marking the SW corner of LOT 47 of said North Union Street Subdivision and run thence S 75 degrees 57 minutes E 90.0 feet along a fence line to a concrete monument, the point of beginning; thence N 32 degrees 22 minutes E 145.2 feet along a fence line to a concrete monument; thence S 58 degrees 11 minutes E 32.3 feet to a point;



thence S 73 degrees 51 minutes E 155.6 feet along a fence line to a fence corner post; thence S 12 degrees 24 minutes W 83.6 feet along a fence line to a fence corner post; thence S 88 degrees 56 minutes W 197.8 feet along a fence line to a fence corner post; thence N 82 degrees 24 minutes W 29.2 feet along a fence line to a fence corner post; thence N 27 degrees 43 minutes W 21.7 feet along a fence line to the point of beginning. LESS AND EXCEPT: TRACT 2 a lot or parcel of land described as beginning at a concrete monument marking the SW corner of LOT 47 of said North Union Street Subdivision and run thence N 17 degrees 00 minutes E 194.9 feet along a fence line to a concrete monument; thence S 77 degrees 18 minutes E 117.0 feet along a fence line to a fence corner post; thence N 66 degrees 37 minutes E 25.9 feet along a fence line to a fence corner post; thence S 78 degrees 10 minutes E 50.0 feet along a fence line to a fence corner post; thence S 13 degrees 34 minutes W 15.6 feet along a fence line to a fence corner post; thence S 59 degrees 11 minutes W 87.5 feet along a fence line to a concrete monument; thence S 32 degrees 22 minutes W 145.2 feet along a fence line to a concrete monument; thence N 75 degrees 57 minutes W 90.0 feet to the point of beginning.

In addition to the above described property a right of way extending from North Liberty Street and described as: Commencing at the NE corner of Lot 50 and run thence S 18 degrees 00 minutes W 68.3 feet to a point, the point of beginning; thence S 18 degrees 00 minutes W 16.0 feet to a point; thence N 77 degrees 25 minutes W 295.0 feet to a point; thence S 63 degrees 20 minutes W 101.5 feet to a point; thence N 57 degrees 25 minutes W 16.0 feet to a point; thence N 63 degrees 20 minutes E 117.5 feet to a point; thence S 77 degrees 25 minutes E 299.2 feet to the point of beginning. Also a right of way extending from North Union Street and described as: Begin at the SW corner of Lot 49 and run thence S 78 degrees 28 minutes E 129.5 feet to a point; thence S 63 degrees 20 minutes W 27.5 feet to a point; thence N 77 degrees 18 minutes W 110.6 feet along a fence line to a concrete monument; thence N 21 degrees 52 minutes E 16.0 feet to the point of beginning.

The above warranty and conveyance is subject to the following:

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1974, which are to be assumed by the Grantee.
2. City of Canton, Mississippi Zoning Ordinance of 1958 as amended.
3. A Deed of Trust, dated June 30, 1971, from James W. Hall and Joyce M. Hall to Larry Smith-Vaniz, Trustee, to secure Grace K. Grady in the principal amount of \$15,000.00, filed on June 30, 1971, and recorded in Book 381 at Page 543 of the records of the office of the Chancery Clerk of Madison County, Mississippi.
4. Reservation by prior owners of all oil, gas and other minerals lying in, on or under the above described property.

5. An easement given by W. J. Lutz to Southern Bell Telephone and Telegraph Company by instrument dated April 1, 1930, and recorded in Book CT on Page 469 in the records of the aforesaid Clerk.

6. Right-of-way for a gas line given by W. J. Lutz and wife, to the City of Canton by instrument dated December 4, 1934, recorded in Book 10 on Page 76, in the records of the aforesaid Clerk.

WITNESS OUR SIGNATURES this 28 day of February, 1974.

James W. Hall  
JAMES W. HALL

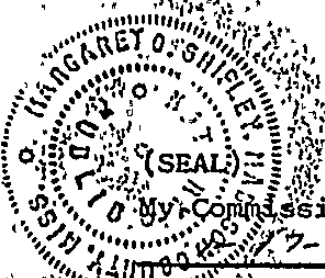
Joyce M. Hall  
JOYCE M. HALL

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned Notary Public in and for the aforesaid jurisdiction, JAMES W. HALL AND WIFE, JOYCE M. HALL, who each acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal of office, this the 28 day of February, 1974.

Margaret O. Shipton  
Notary Public



My Commission Expires: 12-17-1977

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 28 day of February, 1974, at 4:55 o'clock P.M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 647 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.

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

FOR and in consideration of Ten and No/100 (\$10.00) Dollars, cash in hand paid me, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, N. B. HUTCHISON, JR., do hereby sell, convey and quitclaim unto BARBARA B. HUTCHISON, and husband, N. B. Hutchison, Jr., with the right of survivorship, and not as tenants in common, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 125.0 feet on the North side of East North Street as extended east from Dobson Avenue, and being more particularly described as: Beginning at a point on the north side of East North Street which is 1329.0 feet measured along the north side of East North Street from its intersection with the east line of Dobson Avenue, said point of beginning being the Southeast corner of said lot being described, and from said point of beginning run thence north for 200.0 feet, thence west for 120.0 feet to the approximate center of a ditch, thence running S 1° 25' W for 200.0 feet to the point which is the intersection of said center of ditch with the north line of said East North Street, thence run east along said street for 125.0 feet to the point of beginning, and all being a part of Lots 54, 56, and 58 on North side of East Center Street, in the City of Canton, Madison County, Mississippi, subject to a ditch across the west side thereof.

WITNESS my signature, this the 28<sup>th</sup> day of February, 1974.

N. B. Hutchison Jr.  
N. B. HUTCHISON, JR.

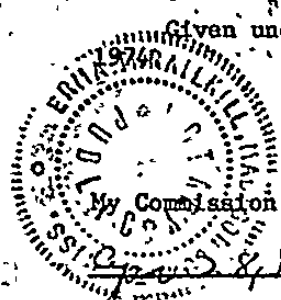
State of Mississippi

County of Madison

Personally appeared before me, the undersigned authority in and for said County and State, the within named N. B. HUTCHISON, JR., 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 seal of office, this, the 28 day of February,

Erma Thelma Cook  
NOTARY PUBLIC



My Commission Expires:

2/28/1977

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 1st day of March, 1974, at 9:00 o'clock A. M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 650 in my office.

Witness my hand and seal of office, this the 5 of March, 1974

W. A. SIMS, Clerk

By Shashmy, D. C.

WARRANTY DEED

BOOK 134 PAGE 651

INDEXED

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:

NO. 958

All of that land and property more particularly described in Exhibit "A" herein 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 254, 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 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 by 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.

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.

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. Invalidity 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 the signature of the undersigned, this the 27<sup>th</sup> day of

PIEDMONT, INC.

BY M. A. Lewis, Jr.  
Secretary

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 is Secretary of Piedmont, Inc. and that for and on behalf of said corporation and as its act and deed he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized so to do.

Given under my hand and seal, this the 27th day of February, 1974.

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

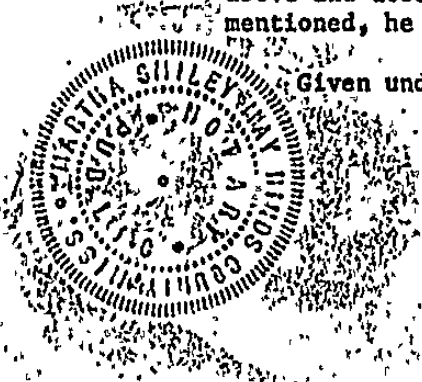


EXHIBIT "A"  
PARCEL W

BOOK 134 PAGE 558

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; thence South 30 degrees 42 minutes East along the East right of way for a distance of 20.9 feet to the point of beginning of the property herein described; thence North 59 degrees 18 minutes East for a distance of 200 feet; thence South 30 degrees 42 minutes East for a distance of 100 feet; thence South 59 degrees 18 minutes West for a distance of 200 feet to the East right of way of a 40 foot drive; thence North 30 degrees 42 minutes West for a distance of 100 feet to the point of beginning.

*M.A.L.*

EXHIBIT "A" CONTINUED  
Also, Parcel X

BOOK 134 659

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 a 40 foot drive; thence South 30 degrees 42 minutes East along the East right of way for a distance of 120.9 feet to the beginning of the property herein described; thence North 59 degrees 18 minutes East for a distance of 200 feet; thence South 30 degrees 42 minutes East for a distance of 100 feet; thence South 59 degrees 18 minutes West for a distance of 200 feet to the East right of way of said drive; thence North 30 degrees 42 minutes West for a distance of 100 feet to the point of beginning.

*MA*

## EXHIBIT "A" CONTINUED Also, Parcel Y

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 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 a 40 foot drive; thence South 30 degrees 42 minutes East along the East right of way for a distance of 220.9 feet to the point of beginning of the property herein described; thence North 59 degrees 18 minutes East for a distance of 200 feet; thence South 29 degrees 16 minutes East for a distance of 108.5 feet; thence South 61 degrees 45 minutes West for a distance of 200.0 feet to the East right of way of a 40 foot drive; thence North 28 degrees 17 minutes West along the East right of way of said drive for a distance of 60.7 feet; thence North 30 degrees 42 minutes West along said drive for a distance of 39.3 feet to the point of beginning.

*M.A.L.*

## EXHIBIT "A" CONTINUED

Also, Parcel Z

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 60.7 feet to the point of beginning of the property herein described; thence North 61 degrees 45 minutes East for a distance of 200.0 feet; thence South 28 degrees 17 minutes East for a distance of 100 feet; thence South 61 degrees 45 minutes West for a distance of 200.0 feet to the East right of way of a 40 foot drive; thence North 28 degrees 17 minutes West along the East right of way for a distance of 100.0 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 1<sup>st</sup> day of March, 1974, at 9:00 o'clock A. M., and was duly recorded on the 5 day of March, 1974 Book No. 134 on Page 651 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.

W. A. SIMS, Clerk

By Shelby, D. C.

INDEXED

# MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

NO. 957

STATE OF MISSISSIPPI  
COUNTY of MADISON

KNOW ALL MEN BY THESE PRESENTS:

that OCTA ROYALTY CO., INC., a Louisiana corporation with its domicile at New Orleans, Louisiana, acting herein through its duly appointed and qualified liquidator, Joseph R. Crump, as evidenced by the certificate of authorization of liquidation and dissolution executed by the officers of Octa Royalty Co., Inc., attached hereto and made part hereof,

hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of TEN AND NO/100 Dollars

\$ 10.00 and other good and valuable considerations, paid by CINQUE BAMBINI, a partnership, with its offices at Holly Bluff, Route 1, Box 344, Bay St. Louis, Mississippi 39520,

hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-eighth

( 1/8 ) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of MADISON State of Mississippi, and described as follows:

Lots 1, 2, 4 and 7, and the North 1/2 of Lots 6 and 8, containing in all 349 acres, more or less, in Section 21, Township 10 North, Range 2 East.

Being all of the mineral interest acquired by Grantor from James L. Crump by deed dated July 2, 1957, recorded in Book 68, page 449, July 31, 1957, Madison County, Mississippi.



*For Dissolution  
See Book 8 page 306  
W. G. Sarno, C. Laney Clerk  
by Ruby J. Sarno, D.C.*

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on or under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all and singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, if any, heretofore made or being contemporaneously made from grantor to grantee, but, for the same consideration hereinabove mentioned grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

WITNESS the signature of the grantor this 4th day of February, 19 74.

Witnesses:  
Tommy Sarno  
Evelyn Crump Johnson

OCTA ROYALTY CO., INC.  
By: Joseph R. Crump





J. B. VICKERS, ET UX

INDEXED

TO/DEED

MOLPUS LAND AND TIMBER COMPANY

BOOK 134 PAGE 664

NO. 958

WARRANTY DEED

For and in consideration of the sum of Twenty-Two Thousand Seven Hundred Twenty-Two Dollars (\$22,722.00), cash in hand paid, the receipt of which is hereby acknowledged, we, the undersigned, J. B. Vickers and wife, Julia Margaret P. Vickers, do hereby bargain, sell, convey and warrant unto Molpus Land and Timber Company, a Mississippi Corporation, the following described real property situated in Madison County, Mississippi, to-wit:

W 3/4 of NW 1/4 of SW 1/4, less and except 12.47 acres described as: Beginning at the Northeast corner of the NW 1/4 of SW 1/4, proceed thence West 5 chains to point of beginning; thence South 8.31 chains; thence West 15 chains; thence North 8.31 chains; thence East 15 chains to point of beginning. Also, less and except two (2) acres described as: Beginning at the Northeast corner of the W 1/2 of SW 1/4 of SW 1/4 proceed North 295 feet; thence West 295 feet; thence South 295 feet; thence East 295 feet to point of beginning. The total acreage of land in said W 3/4 of NW 1/4 of SW 1/4 being conveyed is 15.53 acres.

Also, the W 1/2 of SW 1/4 of SW 1/4.

All the above in Section 31, Township 12 North, Range 4 East, Madison County, Mississippi.

E 1/2 of SE 1/4 east of public road, less and except 14.79 acres on the North side described as: Beginning at the Northeast corner of the SE 1/4 and proceed West 15.15 chains; thence South 11.08 chains; thence East 8.00 chains; thence North 2.77 chains; thence East 7.15 chains; thence North 8.31 chains to point of beginning. Being a total of 40.21 acres in Section 36, Township 12 North, Range 3 East, Madison County, Mississippi.

The total acreage of land being conveyed to Molpus Land and Timber Company being 75.74 acres.

It is the intention of the grantors herein to convey one-half (1/2) of their undivided interest to whatever oil, gas and other minerals may be in, on and/or under said property conveyed.

WITNESS OUR SIGNATURES this the 27th day of February, 1974.

J. B. Vickers  
J. B. Vickers

Julia Margaret P. Vickers  
Julia Margaret P. Vickers

STATE OF MISSISSIPPI

COUNTY OF Neshoba

Personally appeared before me, the undersigned authority in and for said County and State, the within named, J. B. Vickers and wife, Julia Margaret P. Vickers, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein named, as their act and deed and for the purposes therein set forth.

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

Sean C. [Signature]  
Notary Public

My Commission Expires:  
My Comm. Expires April 29, 1977

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 1st day of March, 1974, at 9:00 o'clock A. M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 664 in my office.

Witness my hand and seal of office, this the 5 of March, 1974

W. A. SIMS, Clerk

By [Signature], D. C.

TIMBER DEED

NO. 983

STATE OF MISSISSIPPI  
MADISON COUNTY

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, cash in hand paid, the receipt of which is hereby acknowledged, we, the undersigned, husband and wife and the sole owners hereof, sell, convey and warrant unto W. C. CROFT, JR. LUMBER COMPANY, INC. all merchantable timber of every kind and character standing, lying and being situated upon the following described land in Madison County, Mississippi, to-wit:

E 1/2 SW 1/4 and W 1/2 SE 1/4 less 10 acres off north end and 10 acres north end W 1/2 SE 1/4, all in Section 33, Township 10 North, Range 5 East, LESS AND EXCEPT all timber on five (5) acres more or less from a designated line north of grantor's residence running south to a public road.

Together with the right of ingress and egress to, from, over, and across said land, and any adjoining land owned by grantors, for the purpose of cutting, storing, and removing said timber, or other related purposes, at any time within a period of twenty four months from the date thereof, and right to reasonable mill sites. All timber remaining on said land after March 1, 1976, is to remain the property of the grantors.

All tree tops in open pasture land shall be removed. All damages done to fences by said company shall be repaired by them, On specified road next to grantor's residence no hauling to be done in wet weather.

WITNESS THE SIGNATURES of the grantors, on this 1 day of March, 1974.

Grover S. Summerlin  
GROVER S. SUMMERLIN  
Lou Ola Summerlin  
LOU OLA SUMMERLIN

STATE OF MISSISSIPPI  
MADISON COUNTY

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the within named GROVER S. SUMMERLIN and LOU OLA SUMMERLIN, who each acknowledged that they signed and delivered the foregoing instrument on the date therein mentioned as and for their own free act and deed.

GIVEN under my hand and official seal of office, on this the 1 day of March, 1974.

W. A. Sims  
CHANCERY CLERK  
BY: Nita J. Wright D.C.

(SEAL)

MY COMMISSION EXPIRES: 1-1-76

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 1st day of March, 19 74, at 10:20 o'clock AM, and was duly recorded on the 5 day of March, 19 74, Book No. 134 on Page 666 in my office.

Witness my hand and seal of office, this the 5 of March, 19 74.

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

INDEXED

BOOK 134 PAGE 667

NO. 964

STATE OF MISSISSIPPI  
COUNTY OF MADISON

In consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, we, DR. EUGENE HESDORFFER, JR, MRS. ALICE H. MACKEVICH and MRS. PEARL A. HESDORFFER, do hereby convey unto JOHN B. ALLEN the following property located in Madison County, Mississippi, and described as follows, to-wit:

One and one-half ( $1\frac{1}{2}$ ) acres in the northeast corner of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  and three (3) acres in the NW $\frac{1}{4}$  NW $\frac{1}{4}$ , Section 22, Township 12 North, Range 5 East, Madison County, Mississippi.

Grantors reserve to themselves all oil, gas and other minerals in, on and under the above described land along with the right of ingress and egress for the purpose of exploring and developing said minerals.

Grantors are heirs of Mrs. H. G. Hesdorffer, deceased, who acquired title to said property by tax deed from the Chancery Clerk of Madison County, Mississippi, dated February 22, 1950 and recorded in Book 46 at Page 147 in the Office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES, this the 4th day of February,

1974.



*Eugene Hesdorffer, Jr.*  
Dr. Eugene Hesdorffer, Jr.

*Alice H. Mackevich*  
Mrs. Alice H. Mackevich

*Pearl A. Hesdorffer*  
Mrs. Pearl A. Hesdorffer

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named Dr. Eugene Hesdorffer, Jr., 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 seal of office, this the 4 day of February, 1974.

B. G. Foster  
Notary Public

My commission expires:

8-26-76



STATE OF Illinois  
COUNTY OF Clark Clark

Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named Mrs. Alice H. Mackevich, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as and for her act and deed.

Given under my hand and seal of office, this the 12 day of February, 1974.

B. G. Foster  
Notary Public

My commission expires:

May 8, 1974



STATE OF Mississippi  
COUNTY OF Hinds

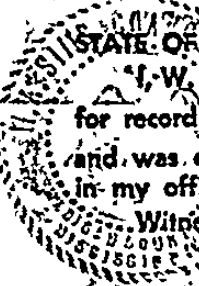
Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named Mrs. Pearl A. Hesdorffer, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as and for her act and deed.

Given under my hand and seal of office, this the 4 day of February, 1974.

B. G. Foster  
Notary Public

My commission expires:

8-26-76



STATE OF MISSISSIPPI, County of Madison:  
I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 1st day of March, 1974, at 10:20 o'clock A. M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 667 in my office.

Witness my hand and seal of office, this the 5 of March, 1974

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

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BOOK 134 PAGE 668

NO. 965

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, FIRST NATIONAL BANK OF JACKSON, by and through its duly authorized officer does hereby sell, convey and warrant, specially unto RICHARD S. HOLMES and wife, JO ANN M. HOLMES, as joint tenants with full right of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

From a point which is the Southwest corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 23, Township 8 North, Range 2 East, Madison County, Mississippi, run East 990 feet along the center of the Gluckstadt and Yandell Road, as now in use, to a point which is the point of beginning of the one-acre tract, being hereby conveyed, said point of beginning being the Southeast corner of the J. R. Mayfield property; and from said point of beginning go thence North 250 feet along an old fence line; thence go East 100 feet; thence go South 250 feet to the center of the said Gluckstadt and Yandell Road; thence go West 100 feet along the center of the said road to the Point of Beginning. Said property being situated in the SE $\frac{1}{4}$  of Section 23, Township 8 North, Range 2 East, Madison County, Mississippi.

Grantors assume the taxes for 1973 and Grantees assume the taxes for 1974 on the above described property.

The warranty herein contained is subject to any and all restrictive covenants of record and to any and all easements or rights of way heretofore conveyed by grantor predecessors in title.

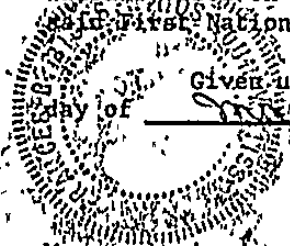
WITNESS OUR SIGNATURES at Jackson, Mississippi, this 25<sup>th</sup> day of February, 1974.

FIRST NATIONAL BANK OF JACKSON

By Luther B. Turbeville  
Luther B. Turbeville, Vice President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Luther B. Turbeville, Vice President of First National Bank of Jackson, who acknowledged that for and on behalf of said bank he signed and delivered the above and foregoing Special Warranty Deed on the day and year therein written as the act and deed of said First National Bank, being thereunto first duly authorized so to do.



Given under my hand and official seal of office this the 28<sup>th</sup> day of March, 1974.

W. A. Sims  
NOTARY PUBLIC

My commission expires:  
My Comm. Expires Jan. 22, 1977

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 1st day of March, 1974, at 10:44 o'clock A. M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 669 in my office.

Witness my hand and seal of office, this the 5 of March, 1974.

W. A. SIMS, Clerk

By W. A. Sims, D. C.

WARRANTY DEED

BOOK 134 PAGE 670

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars <sup>NO. 970</sup>

(\$10.00), cash in hand paid, and other good, legal and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned MRS. J. A. HEMPHILL, do hereby sell, convey, release and warrant all my right, title and interest in the unexpired leasehold in the below described property to K. H. BRIDGES and CHRISTINE RAY BRIDGES, as joint tenants with right of survivorship and not as tenants in common, to-wit:

Commence at the SE corner of Section 16, Township 8 North, Range 1 West, Madison County, Mississippi and run West 351.3 feet along the South line of said Section 16 to a point on the West ROW line of the Old Flora-Jackson Road, said point being the point of beginning; thence West 1326.0 feet along a fence line on the South line of said Section 16 to a fence corner post; thence North 09° 51' East 1556.0 feet along a fence line to a fence corner post on the West ROW line of the Old Flora-Jackson Road; thence South 34° 40' East 1864.0 feet along the West ROW line of said Road to the point of beginning, LESS AND EXCEPT Two (2) acres, more or less, described as: Commence at the SE corner of Section 16, Township 8 North, Range 1 West, Madison County, Mississippi and run West 299.2 feet along the section line to a point on the paved surface of the Old Flora-Jackson Road; thence N 36° 08' West 1011.6 feet to a point on the paved surface of said road; thence South 55° 10' West 30.1 feet to an iron pin, the point of beginning; thence South 55° 20' West 213.7 feet to an iron pin; thence North 34° 40' West 417.3 feet to an iron pin; thence North 55° 20' East 208.7 feet to an iron pin; thence South 34° 40' East 91.1 feet to ROW marker on the West side of the Old Flora-Jackson Road; thence North 55° 20' East 5.0 feet to marker, then S34°40'E 326.2 feet along the West ROW line of said road to the point of beginning, containing in all 21.3 acres, more or less, lying and being situated in SE $\frac{1}{4}$  of Section 16, Township 8 North, Range 1 West, Madison County, Mississippi.

WITNESS MY SIGNATURE this 28<sup>th</sup> day of February, 1974.

Mrs. J. A. Hemphill  
MRS. J. A. HEMPHILL



BOOK 134 PAGE 671

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the county aforesaid MR. J. A. HEMPHILL, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 28<sup>th</sup> day of

February, 1974.



*L. L. Childers*

NOTARY PUBLIC

My commission expires:

My Commission Expires Sept. 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 1 day of March, 1974, at 2:00 o'clock P.M., and was duly recorded on the 5 day of March, 1974, Book No. 134 on Page 670 in my office.

Witness my hand and seal of office, this the 5 of March, 1974

W. A. SIMS, Clerk

By *Shashmy*, D. C.



WARRANTY DEED

For a valuable consideration not necessary here to mention cash in hand paid to the grantor by the grantee herein, the receipt and sufficiency of which are hereby acknowledged, I, MARY NARNEE GOLDEN, do hereby convey and warrant unto LEE A. BREELAND, JR., subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot Fifteen (15) on the east side of South Liberty Street when described with reference to map of the City of Canton, Madison County, Mississippi, prepared by George and Dunlap in 1898, reference to said map being here made in aid of and as a part of this description; LESS AND EXCEPT THEREFROM a parcel of land 100 feet in width evenly off of the west side thereof and a parcel of land 50 feet in width evenly off of the east side thereof.

It is the intention of grantor to describe and convey a parcel of land which fronts 50 feet on the north side of East Academy Street and is bounded on the west by what is known as the property of the Jewish Synagogue, on the north by the property of Lee A. Breeland, Jr., and on the east by the property of Fletcher Ray III.

This conveyance is executed subject to:

- (1) Zoning Ordinance of the City of Canton, Mississippi.
(2) Ad valorem taxes for the year 1974 which grantee assumes and agrees to pay by the acceptance of this conveyance.

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

WITNESS my signature this 25th day of February, 1974.

Mary Narnee Golden
Mary Narnee Golden

STATE OF MISSISSIPPI
MADISON COUNTY

Personally appeared before me, a Notary Public in and for said County and State, the within named MARY NARNEE GOLDEN 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 1st day of February, 1974



Joe R. Fancher, Jr.
Notary Public

My commission expires 1/24/78

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 1 day of March, 1974, at 2:05 o'clock P.M., and was duly recorded on the 5 day of March, 1974 Book No. 134 on Page 672 in my office.

Witness my hand and seal of office, this the 5 of March, 1974
W. A. SIMS, Clerk

By [Signature] 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, E. ROSS RICHARDSON do hereby sell, convey and warrant unto R. W. LITTLE and SHIRLEY J. LITTLE, 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:

Lots 135 and 136 of Lake Lorman, Part 4, according to the map or plat of said subdivision on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

And for the same consideration the Grantor does hereby convey unto the Grantees all of those easements appurtenant to said property heretofore conveyed to the Grantor by Piedmont, Inc. by deed of conveyance recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Land Deed Book 118 at Page 327 and by deed of conveyance recorded in Land Deed Book 118 at Page 329 thereof.

This conveyance is subject to all recorded restrictive covenants set forth in the aforementioned deeds from Piedmont, Inc. to the Grantor herein.

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

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

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

Witness my signature, this the 28th day of February, 1974.

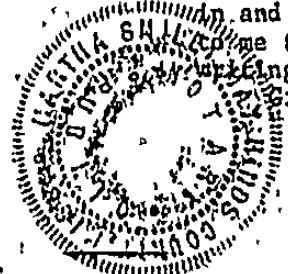
*E. Ross Richardson*  
E. Ross Richardson

STATE OF MISSISSIPPI  
COUNTY OF HINDS:::

Personally came and appeared before me, the undersigned authority, and for the jurisdiction aforesaid, E. Ross Richardson 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 28th day of February, 1974.

*Martha Emily Gray*  
Notary Public  
My Com. Expires: Jan. 17, 1976



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 1st day of March, 1974 at 4:02 o'clock P.M., and was duly recorded on the 5 day of March, 19 74 Book No. 134 on Page 673 in my office.

Witness my hand and seal of office, this the 5 of March, 19 74

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

BOOK 134 PAGE 674

STATE OF MISSISSIPPI

NO. 973

COUNTY OF MADISON

DEED OF DEDICATION

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D

THIS INDENTURE made and entered into this the 28<sup>th</sup> day of February in the year of our Lord One Thousand Nine Hundred and Seventy-Four, between the HOUSING AUTHORITY OF THE CITY OF CANTON, MISSISSIPPI and the CITY OF CANTON, MISSISSIPPI.

WITNESSETH:

That the Housing Authority of the City of Canton, Mississippi for and in consideration of the sum of ONE DOLLAR (\$1.00), in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, conveyed and dedicated, and by these presents does hereby grant, convey and dedicate unto the City of Canton, Mississippi, all gas distribution systems located on the lands now owned by the said Housing Authority of the City of Canton, Madison County, Mississippi, being known as Project(s) Miss. 61 - 1 & 2, and being more particularly described as follows:

TRACT I

Lying and being situated in the City of Canton, Madison County, Mississippi.

Beginning at the intersection of the West line of Boyd Street with the North line of West North Street and said point of beginning is also 140.0 feet West of and 45.0 feet North of the Southwest corner of the NW $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 24, Township 9 North, Range 2 East, and run thence West 423.3 feet to the South-

west corner of the tract, thence North 1230.6 feet to the South line of Lutz Avenue, thence North  $89^{\circ}20'$  East 423.3 feet along the South line of Lutz Avenue to Boyd Street, thence South 1235.4 feet along the West line of Boyd Street to the Point of Beginning, containing 12.0 acres more or less, all being in the  $NE\frac{1}{2}$   $NW\frac{1}{2}$ , Section 24, Township 9 North, Range 2 East, in the City of Canton, Madison County, Mississippi.

## TRACT II

Lying and being situated in the City of Canton, Madison County, Mississippi.

Beginning at the intersection of the North Right of Way line of the Canton and Carthage Railroad with the West line of Dobson Avenue Extended and run thence North along said Avenue line 733.0 feet, thence North  $17^{\circ}50'$  East along said Avenue line 284.0 feet; thence South  $72^{\circ}10'$  East across said Avenue 50.0 feet to the Point of Beginning of the tract to be described; this Point of Beginning is also described as beginning at a stake on the East line of North Liberty Street, at the Southwest corner of Lot No. 79, said lot is now owned by A. L. Gerrard and run thence South  $86^{\circ}37'$  East along the South line of said Lot No. 79 and the extension thereof 451.6 feet to a point on the East line of said Dobson Avenue; thence South  $17^{\circ}50'$  West along said Avenue line 159.3 feet to said Point of Beginning of said tract; this point of beginning being the Southwest corner of the tract to be described and from this point run thence South  $82^{\circ}20'$  East 418.8 feet to a stake at the Southeast corner of the tract; thence North  $17^{\circ}50'$  East 169.0 feet to a stake at the Northeast corner of the tract, thence North  $82^{\circ}20'$  West 418.8 feet to a stake on the East line of Dobson Avenue Extended, thence South  $17^{\circ}50'$  West along the East line of said Dobson Avenue 169.0 feet to the Point of Beginning, all being in the  $E\frac{1}{2}$  of the  $SW\frac{1}{2}$ , Section 18, Township 9 North, Range 3 East, and containing 1.6 acres and all being in the City of Canton, Madison County, Mississippi.

As a part of the consideration herefore and by its acceptance hereof the City of Canton, Mississippi, covenants and agrees to make and keep the gas system conveyed and dedicated hereby, a part of the public gas system of the said City of Canton, Mississippi, and to control, operate,

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and maintain the same hereafter as a part of said public gas system.

The execution hereof by the Housing Authority of the City of Canton, Mississippi and the acceptance hereof by the City of Canton, Mississippi, are duly authorized by appropriate Resolutions of their respective governing authorities heretofore adopted.

IN WITNESS WHEREOF, the said Housing Authority of the City of Canton, Mississippi has hereunto caused this instrument to be hereunto signed, sealed and delivered by its duly authorized officers the day and year first above written.

HOUSING AUTHORITY OF THE CITY  
OF CANTON, MISSISSIPPI

BY: Thomas E. Tucker  
Thomas E. Tucker, Chairman

(SEAL)  
ATTEST:

Pat Cain  
Pat Cain, Secretary

ACCEPTED:

CITY OF CANTON, MISSISSIPPI

BY: Harry S. Baldwin  
Harry S. Baldwin, Mayor

(SEAL)  
ATTEST:

George S. Cobb  
George S. Cobb, Clerk

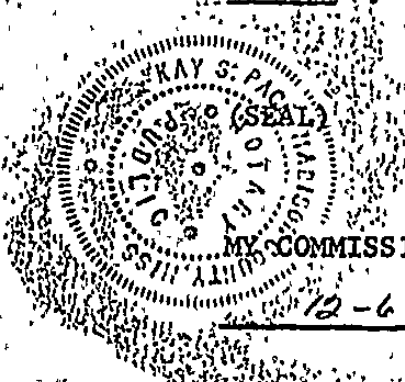
BOOK 134 - G. 677

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, the within named THOMAS E. TUCKER and PAT CAIN, who having been by me first duly sworn stated on oath that they are CHAIRMAN and SECRETARY respectively, of the HOUSING AUTHORITY OF THE CITY OF CANTON, MISSISSIPPI, being duly authorized, signed and delivered the above and foregoing Deed of Dedication as and for their own free act and deed.

GIVEN UNDER MY HAND and official seal on this the 28<sup>th</sup> day of February, 1974.



*Kay S. Pace*  
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 1<sup>st</sup> day of March, 1974, at 4:40 o'clock P.M., and was duly recorded on the 5<sup>th</sup> day of March, 1974, Book No. 134 on Page 24 in my office.

Witness my hand and seal of office, this the 5<sup>th</sup> of March, 1974

W. A. SIMS, Clerk.  
By *Nita J. Wright* D. C.

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand this day paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we, D. C. Latimer, George F. Woodliff and C. F. Heidelberg, Jr., Grantors, do hereby sell, convey and warrant unto Richard Gillespie Porter and Harriet Holmes Porter, his wife, 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 22, Sandalwood Subdivision, Part 2, as shown by a plat thereof recorded in Plat Book 5 at Page 40 in the office of the Chancery Clerk of Madison County, Mississippi.

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

WITNESS our signatures this the 6th day of Oct, 1972.

D. C. Latimer
D. C. LATIMER
George F. Woodliff
GEORGE F. WOODLIFF
C. F. HEIDELBERG, JR.

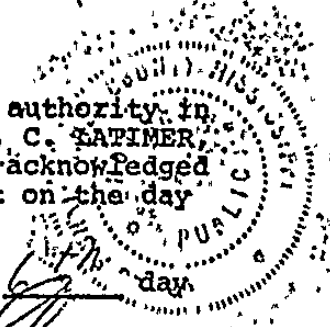
STATE OF MISSISSIPPI
COUNTY OF HINDS

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

GIVEN under my hand and official seal this the 6th day of Oct, 1972.

My Commission Expires:

James F. Shaw
NOTARY PUBLIC



My Commission Expires Aug. 2, 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 4th day of March, 1974, at 9:00 o'clock A.M., and was duly recorded on the 5th day of March, 1974, Book No. 134 on Page 678 in my office.

Witness my hand and seal of office, this the 5th of March, 1974

W. A. SIMS, Clerk

By Dita J. Wright, D. C.

WARRANTY DEED

BOOK 134 PAGE 679

NO. 975

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, F & W, INC., a Mississippi Corporation, acting by and through its duly and legally authorized officer, BERT McLAURIN, President, does hereby sell, convey and warrant unto GARY DEWITT EZELL and wife, NORMA DAVIS EZELL, 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:

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Lot Six (6), Block "I" (eye), TRACELAND NORTH, Part III, 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 48, reference to which is hereby made.

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

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

WITNESS the signature of F & W, INC., a Mississippi Corporation, this the 1st day of March, A. D., 1974.

F & W, INC., a Mississippi Corporation

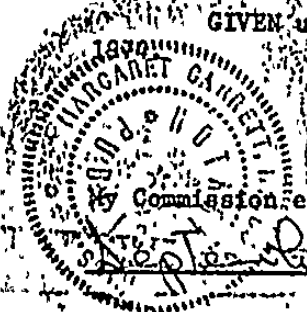
BY Bert McLaurin  
Bert McLaurin, President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named BERT McLAURIN, who acknowledged that he is President of F & W, INC., a Mississippi Corporation, and that he 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, he having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 1st day of March, A. D.,

Margaret Smith  
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 4 day of March, 1974, at 9:00 o'clock A. M., and was duly recorded on the 5th day of March, 1974 Book No. 134 on Page 679 in my office.

Witness my hand and seal of office, this the 5th of March, 1974

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



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WARRANTY DEED

BOOK 134 PAGE 680

NO. 977

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 onto O. B. DICKINSON and BOBBIE E. DICKINSON, 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:

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 254, 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 by 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.



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. Invalidity 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

28<sup>th</sup> day of FEBRUARY, 1974.

*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 28<sup>th</sup> day of February, 1974.

*Mertha Smiley Gray*  
Notary Public  
My Com. Expires: Jan. 17, 1976



EXHIBIT "A"  
parcel W

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; thence South 30 degrees 42 minutes East along the East right of way for a distance of 20.9 feet to the point of beginning of the property herein described; thence North 59 degrees 18 minutes East for a distance of 200 feet; thence South 30 degrees 42 minutes East for a distance of 100 feet; thence South 59 degrees 18 minutes West for a distance of 200 feet to the East right of way of a 40 foot drive; thence North 30 degrees 42 minutes West for a distance of 100 feet to the point of beginning.

*MNF*



EXHIBIT "A" CONTINUED

BOOK 134 PAGE 688

Also, Parcel X

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 a 40 foot drive; thence South 30 degrees 42 minutes East along the East right of way for a distance of 120.9 feet to the beginning of the property herein described; thence North 59 degrees 18 minutes East for a distance of 200 feet; thence South 30 degrees 42 minutes East for a distance of 100 feet; thence South 59 degrees 18 minutes West for a distance of 200 feet to the East right of way of said drive; thence North 30 degrees 42 minutes West for a distance of 100 feet to the point of beginning.

*MSJ*

EXHIBIT "A" CONTINUED

Also, Parcel Y.

BOOK 134 PAGE 689

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 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 a 40 foot drive; thence South 30 degrees 42 minutes East along the East right of way for a distance of 220.9 feet to the point of beginning of the property herein described; thence North 59 degrees 18 minutes East for a distance of 200 feet; thence South 29 degrees 16 minutes East for a distance of 108.5 feet; thence South 61 degrees 45 minutes West for a distance of 200.0 feet to the East right of way of a 40 foot drive; thence North 28 degrees 17 minutes West along the East right of way of said drive for a distance of 60.7 feet; thence North 30 degrees 42 minutes West along said drive for a distance of 39.3 feet to the point of beginning.

*MSJ*

EXHIBIT "A" CONTINUED

Also, Parcel Z

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 60.7 feet to the point of beginning of the property herein described; thence North 61 degrees 45 minutes East for a distance of 200.0 feet; thence South 28 degrees 17 minutes East for a distance of 100 feet; thence South 61 degrees 45 minutes West for a distance of 200.0 feet to the East right of way of a 40 foot drive; thence North 28 degrees 17 minutes West along the East right of way for a distance of 100.0 feet to the point of beginning.

*map*

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 4 day of March, 1974, at 9:00 o'clock A. M., and was duly recorded on the 5<sup>th</sup> day of March, 1974, Book No. 134 on Page 680 in my office.

Witness my hand and seal of office, this the 5<sup>th</sup> of March, 1974.

W. A. SIMS, Clerk

By J. J. Wright, D. C.

R

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable considerations, No. 979 the receipt of all of which is hereby acknowledged, CURTIS INVESTMENT CO.

\_\_\_\_\_ does hereby sell, convey and warrant unto JOHN C. WEAVER and HELEN P. WEAVER, as joint tenants with full rights of survivorship, and not as tenants in common, the following described land and property situated in \_\_\_\_\_

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Madison County, Mississippi, to-wit:

Lot 3, Block "D", RIDGELAND HEIGHTS SUBDIVISION, PART II, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 4 at Page 35 thereof.

Title to above-described property was formerly vested in Hinds Construction Co., Inc., but Hinds Construction Co., Inc., merged with Curtis Investment Co. to form one corporation, the surviving name being Curtis Investment Co.

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

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

WITNESS the signature of Curtis Investment Co., by its duly authorized officer, this the 20 day of February, 1974

CURTIS INVESTMENT CO.

By: George C. Bailey, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me the undersigned authority, in and for the jurisdiction aforesaid GEORGE C. BAILEY, who acknowledged to me that he is VICE PRESIDENT of CURTIS INVESTMENT CO. and that for and on behalf of said corporation, he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized so to do.

Given under my hand and seal, this the 20th day of February, 1974

Charlotte Brown  
Notary Public

MY COMMISSION EXPIRES: February 16, 1975

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4th day of March, 1974, at 9:00 o'clock A.M., and was duly recorded on the 5th day of March, 1974, Book No. 134 on Page 691 in my office.

Witness my hand and seal of office, this the 5th of March, 1974

By W. A. Sims, Clerk, 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, A. J. STONE, Vice President and Treasurer, and MARY BRISTER, Secretary, does hereby sell, convey and warrant unto GUY BAILEY HOMES, INC., the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Lot Twenty-five (25), Block "A", TRACELAND NORTH, Part II, 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.

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The Grantee herein will be responsible for taxes for 1974 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 26th day of February, A. D., 1974.



UNIFIRST, INC., a Mississippi Corporation

BY A. J. Stone  
A. J. Stone, Vice President and Treasurer

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 A. J. STONE and MARY BRISTER, who acknowledged that they are Vice-President and Treasurer, 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 27th day of February, 1974.

Angeline Newsom  
Notary Public

My Commission Expires Nov. 20, 1975

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 4 day of March, 1974, at 9:00 o'clock A.M., and was duly recorded on the 5th day of March, 1974, Book No. 134 on Page 692 in my office.

Witness my hand and seal of office, this 5th of March, 1974

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

WARRANTY DEED BOOK 134 PAGE 693

NO. 252

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, GUY BAILEY HOMES, INC. does hereby sell, convey and warrant unto HUNTLEY C. LEWIS and MABEL M. LEWIS, as joint tenants with full rights of survivorship, and not as tenants in common, the following described land and property situated in MADISON COUNTY, MISSISSIPPI, to-wit:

Lot 25, Block A, Traceland North, Part 2, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5 at Page 47.

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Ad valorem taxes for the year 1974 are prorated and assumed by the Grantees.

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

WITNESS the signature of GUY BAILEY HOMES, INC., by its duly authorized officer, this the 1st day of March, 1974.

GUY BAILEY HOMES, INC.

BY: Guy Bailey, Jr.  
Guy Bailey, Jr., President

STATE OF MISSISSIPPI  
COUNTY OF HINDS: : : :

Personally appeared before me the undersigned authority, in and for the jurisdiction aforesaid, GUY BAILEY, JR., who acknowledged to me that he is PRESIDENT of GUY BAILEY HOMES, INC. and that for and on behalf of said Corporation, he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized so to do.

Given under my hand and seal, this the 1st day of March, 1974.

Betty J. McDonald  
Notary Public

My commission expires: Dec. 1, 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 4 day of March, 1974, at 9:05 o'clock A M., and was duly recorded on the 5th day of March, 1974, Book No. 134 on Page 693 in my office.

Witness my hand and seal of office, this the 5th of March, 1974

By Walter J. Wright, W. A. SIMS, Clerk, D. C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 134 PAGE 694

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NO. 987

WARRANTY DEED


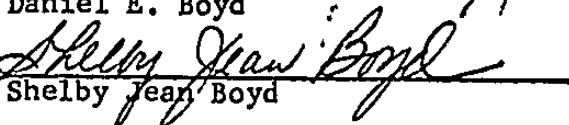
In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, DANIEL E. BOYD and wife SHELBY JEAN BOYD, do hereby convey and warrant unto FRANK ARL LEAMOND and wife REBECCA FAYE LEAMOND as tenants by the entirety with the right of survivorship and not as tenants in common, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot fronting 60 feet on the south side of West Street (now Wood Street) in Maris Town Addition to the City of Canton, Mississippi, according to the plat of said addition filed in Plat Book 3 at page 31 of records in the office of the Chancery Clerk, Madison County, Mississippi, more particularly described as:

Beginning at a point on the south boundary of West Street (now Wood Street), 197 feet east of the intersection of the south line of said West Street (now Wood Street) with the east line of Pecan Drive (now Bane Street), thence southwesterly 130 feet, more or less, to a point 178 feet west of the southwest corner of Lot 2 of Block E of said Maris Town Addition, thence east parallel to West Street (now Wood Street), 60 feet to the southwest corner of the lot sold to Sue Hill McLain by deed dated August 30, 1955, recorded in book 63 at page 24 of the aforesaid records, thence northeasterly along the west boundary line of the McLain lot to West Street (now Wood Street), thence 60 feet west along the south line of West Street (now Wood Street) to the point of beginning; being the same property conveyed to Oren M. Poole, et ux, on December 30, 1955 by deed in book 64 at page 88 of the land records in the Chancery Clerk's office for Madison County, Mississippi, and further being the same property conveyed to J. W. Caloway and Shelby Jean Caloway in deed recorded in book 87 at page 378 of the aforesaid records.

Grantees herein assume and agree to pay the indebtedness evidenced by deed of trust of record in book 377 at page 801, to secure First Federal Savings & Loan Association of Canton covering the above described property.

Witness our signatures, this the 4<sup>th</sup> day of ~~February~~ <sup>March</sup> 1974.

  
Daniel E. Boyd  
  
Shelby Jean Boyd

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named DANIEL E. BOYD and wife SHELBY JEAN BOYD, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned, as and for their act and deed.

Witness my signature and official seal, this the 4<sup>th</sup> day of March, 1974.

My commission expires: 09, 1976

Edward C. Henry  
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 4 day of March, 1974, at 10:45 o'clock A M., and was duly recorded on the 5<sup>th</sup> day of March, 1974, Book No. 134 on Page 90 in my office.

Witness my hand and seal of office, this the 5<sup>th</sup> of March, 1974

W. A. SIMS, Clerk

By Walter J. Wright, D. C.



WARRANTY DEED

NO. 998

IN consideration of Ten Dollars (\$10.00), cash in hand paid by the grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, C. O. BUFFINGTON and IDA MARY BUFFINGTON, do hereby convey and warrant unto B & F RENTALS, a partnership composed of E. H. Fortenberry and Ida Mary Buffington, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 36 X 113 feet in N.W. Corner Lot 10, Block A, Nolan's Second Addition, Cowan Street, City of Canton, Madison County, Mississippi, according to plat thereof appearing of record in the office of the Chancery Clerk of Madison County, Book 128, Page 606. This is no part of our homestead.

WITNESS our signatures, this 23 day of February 1974

C. O. Buffington

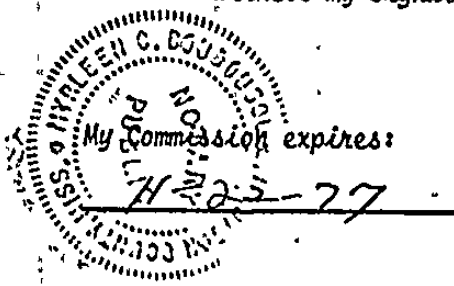
IDA MARY BUFFINGTON

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named C. O. BUFFINGTON AND IDA MARY BUFFINGTON who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned, as and for their act and deed.

Witness my signature and official seal, this 23<sup>rd</sup> day of February, 1974

Myrleen C. Broadbent 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 4 day of March, 1974, at 11:00 o'clock A.M., and was duly recorded on the 5<sup>th</sup> day of March, 1974, Book No. 134 on Page 696 in my office.

Witness my hand and seal of office, this the 5<sup>th</sup> of March, 1974

W. A. SIMS, Clerk By Nita J. Wright, D. C.

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WARRANTY DEED

BOOK 134 PAGE 697

NO. 999

IN consideration of Ten Dollars (\$10.00), cash in hand paid by the grantee; and other good and valuable considerations, the receipt of which is hereby acknowledged, B & F RENTALS, a partnership composed of E. H. Fortenberry and Ida Mary Buffington, does hereby convey and warrant unto JUANSE R. MONTGOMERY the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 36 X 113 feet in N.W. Corner Lot 10, Block A, Nolan's Second Addition, Cowan Street, City of Canton, Madison County, Mississippi, according to plat thereof appearing of record in the office of the Chancery Clerk of Madison County, Book 128, Page 606. This is no part of our homestead.

SUBJECT to the following:

- 1. Taxes will be paid by the Grantee for the year 1974 and all subsequent years.

WITNESS our signatures, this 24 day of February, 1974

B & F RENTALS

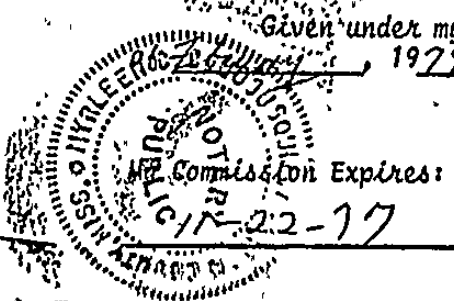
by E. H. Fortenberry  
E. H. Fortenberry Partner

by Ida Mary Buffington  
Ida Mary Buffington Partner

STATE OF MISSISSIPPI  
MADISON COUNTY

Personally appeared before me, the undersigned authority in and for said County and State, the within named E. H. FORTENBERRY and IDA MARY BUFFINGTON, partners of B & F RENTALS, who acknowledged they were partners of B & F Rentals, and that they signed as such the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal of office, this the 24<sup>th</sup> day of February, 1974.



W. A. Sims  
Notary Public.

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of March, 1974, at 11:05 o'clock A.M., and was duly recorded on the 5<sup>th</sup> day of March, 1974, Book No. 134 on Page 697 in my office.

Witness my hand and seal of office, this the 5<sup>th</sup> of March, 1974.

W. A. SIMS, Clerk

By Nita J. Wainwright, D. C.

R

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BOOK 134 PAGE 698

NO. 1001

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, GUY H. RICHARDSON and wife, LOUISE J. RICHARDSON, Grantors, do hereby convey and forever warrant unto LAMAR BRADSHAW and wife, MILDRED BRADSHAW 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 Madison County, Mississippi, to-wit:

The following described real property lying and being situated in Madison County, Mississippi, to-wit: Two (2) acres of land lying partly in Section 22 and partly in Section 27, Township 9 North, Range 1 East and described as: Commencing at a point which is the northeast corner of eleven acres evenly off of the south end of the west half of the SE 1/4 of Section 22, Township 9 North, Range 1 East, thence south along the east boundary line of W 1/2 of E 1/2 of Section 22 and the W 1/2 of the E 1/2 of Section 27 a distance of 600 feet, thence go west a distance of 217.8 feet to the point of beginning, thence go west a distance of 145.2 feet on a line parallel to the north line thereof; thence go north a distance of 600 feet to the north line of the aforesaid eleven acres off of the south end of the W 1/2 of SE 1/4 of Section 22; thence go east along the north line a distance of 145.2 feet; thence go south a distance of 600 feet to the point of beginning.

This being two acres of land evenly off of the west side of that property excepted from

BOOK 134 PAGE 699

and reserved to Guy H. Richardson and Louise Richardson in that certain deed to Bob Bradshaw dated January 7, 1967, and recorded in Book 105 at page 18 in the office of the Chancery Clerk of Madison County, Mississippi.

SUBJECT ONLY to the following exceptions and conditions,  
to-wit:

1. County of Madison and State of Mississippi ad valorem taxes for the year 1974 which shall be paid by the Grantors herein.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded in Supervisors Minute Book AD at page 266 in the office of the Chancery Clerk of Madison County, Mississippi.
3. Any and all matters which would be reflected by an actual survey of the premises and the rights of parties in possession, if any.
4. The reservation, exception or conveyance of interests in oil, gas or other minerals lying in, on or under the subject property by prior grantors or parties in interest.

WITNESS OUR SIGNATURES on this the 2nd day of March, 1974.

Guy H. Richardson  
Guy H. Richardson

Louise J. Richardson  
Louise J. Richardson

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, GUY H. RICHARDSON and wife, LOUISE J. RICHARDSON, who acknowledged to me that they did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 2nd day of March, 1974.

*Charles R. Montgomery*  
Notary Public

MY COMMISSION EXPIRES:  
March 6, 1976

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of March, 1974, at 11:30 o'clock a.m., and was duly recorded on the 5th day of March, 1974, Book No. 134 on Page 698 in my office.

Witness my hand and seal of office, this the 5th of March, 1974.

W. A. SIMS, Clerk

By Nita J. Wright, D. C.