

BK 139 Lt 401

TRUSTEE'S DEED

INDEXED NO 1335

WHEREAS, Clifton Green and Odie Mae Green executed a certain deed of trust upon the hereinafter described property to R. H. Powell, Jr., Trustee, to secure an indebtedness therein described, dated November 26, 1965, and recorded in Land Record Book 333 at Page 35 thereof in the Chancery Clerk's Office for Madison County, Mississippi; and

WHEREAS, default was made in the payment of the indebtedness secured by said deed of trust and in the terms and provisions thereof and the balance of the indebtedness secured thereby was declared due and payable under the terms and provisions thereof and the undersigned R. H. Powell, Jr., Trustee, was requested by the proper authority to execute and enforce the trust created thereby by a sale of the hereinafter described property; and

WHEREAS, I did write or have printed two notices that I, to execute and enforce said trust, would on April 4, 1975, within legal hours of sale, offer for sale and sell at public auction and outcry to the highest bidder for cash at the south door of the Court House of Madison County, Mississippi, Mississippi, at Canton, the property hereinafter described; and

WHEREAS, I did post one of said notices on the 6th day of March, 1975, on the bulletin board at the south door of the Court House of Madison County, Mississippi, which is a convenient public place in said County; and did publish the other notice in the Madison County Herald, a newspaper published in Madison County, Mississippi, in the issues of March 13, 1975; March 20, 1975; March 27, 1975; and April 3, 1975; and

WHEREAS, on the 4th day of April, 1975, within legal hours of sale, I took down said notice posted on the bulletin board at the south door of said Court House and did offer the hereinafter described property for sale at public auction and outcry to the highest bidder for cash in the manner and form provided by law and said deed of trust and notice, when Mace M. Jackson appeared and bid therefor the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7500.00) cash, which was the highest bid for cash, and said property was knocked off to said bidder, and she declared to be the purchaser thereof; and

BOOK 139 PAGE 402

WHEREAS, the said purchaser has paid the amount of said bid, the receipt of which is hereby acknowledged; and

WHEREAS, I have fully complied with the law, said deed of trust and notice, both precedent and subsequent to said sale, and have credited said sum on said indebtedness and the expenses of this sale:

NOW THEREFORE, in consideration of the premises and the payment of said purchase money by the purchaser, I, R. H. POWELL, JR., TRUSTEE, as aforesaid, do hereby convey and quitclaim unto MACE M. JACKSON that property situated in the City of Canton, Madison County, Mississippi, described as:

Lots Ten (10) and Nine (9) of Block "C" of CANTON HEIGHTS, an addition to the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said addition now on file in the Chancery Clerk's office for said county, reference to said map or plat being here made in aid of and as a part of this description; LESS AND EXCEPT THEREFROM a parcel of land seventy (70) feet in width evenly off the west side thereof.

The undersigned trustee sells and conveys only such title as is vested in him as trustee in the aforesaid deed of trust.

WITNESS my signature, this 4th day of April, 1975.

*R. H. Powell, Jr.*  
Trustee

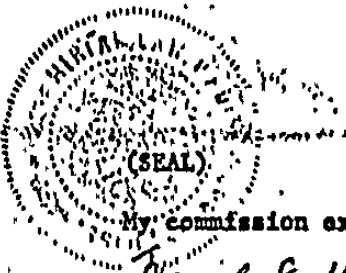
STATE OF MISSISSIPPI

MADISON COUNTY

Personally appeared before me, a Notary Public in and for said County and State, the within named R. H. POWELL, JR., TRUSTEE, who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed as such trustee.

Given under my hand and official seal this 4th day of April, 1975.

*Miriam Law*  
Notary Public



My commission expires:

March 8, 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 April, 1975, at 4:10 o'clock P.M., and was duly recorded on the 8th day of April, 1975 Book No. 139 on Page 401 in my office.

Witness my hand and seal of office, this the 8th of April, 1975.

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

INDEXED

W

STATE OF MISSISSIPPI,  
MADISON COUNTY.

BOOK 139 PAGE 403

NO. 1336

In consideration of TEN DOLLARS (\$10.00), and other good and valuable considerations duly had and received from

BENNY L. McDANIEL, the undresigned by its duly authorized officers does hereby convey and warrant unto BENNY L. McDANIEL the following described property in Block 31 in the Town of Ridgeland, Madison County, Mississippi, to wit:  
South 80 feet of Lots 6 and 7, more particularly described:

South 80' of Lots 6 and 7  
6 50' x 80' more or less  
7 50' x 80' more or less

The perimeter of said lots being 100 feet, more or less, east and west and 80 feet, more or less, north and south according to official plat of said Town.

This conveyance is subject to any and all zoning and subdivision ordinances of said municipality.

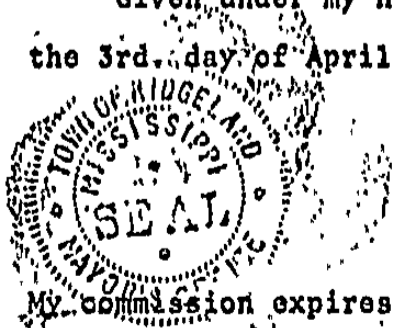
This, April 3, 1975.

*Billy W. Whittington*  
BILLY W. WHITTINGTON

STATE OF MISSISSIPPI,  
MADISON COUNTY.

Personally came and appeared before me, the undersigned Authority in and for the jurisdiction aforesaid, the within named BILLY W. WHITTINGTON, who acknowledged to me that he is the above described property.

Given under my hand and official seal of office, this, the 3rd day of April 1975.



*[Signature]*  
Mayor of Ridgeland

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 April, 1975, at 4:25 o'clock P.M., and was duly recorded on the 8th day of April, 1975, Book No. 139 on Page 403 in my office.

Witness my hand and seal of office, this the 8th of April, 1975



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

W

BOOK 139 PAGE 404  
WARRANTY DEED

NO. 1337

INDEXED

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, we, HUEY PORTER (a/k/a HUEY PORTER, JR.) and ELNORA PORTER, husband and wife, do hereby convey and warrant unto THEOPHILIUS SUTTON, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

A parcel of land containing one (1) acre, more or less, fronting 149.8 feet on the east side of U. S. Highway No. 51, lying and being situated in the E 1/2 of Section 32, Township 10 North, Range 3 East, Madison County, Mississippi, more particularly described as:

Commencing at a point on the east right-of-way line of U. S. Highway No. 51, said point being the southwest corner of the Herman and Annie B. Taylor residence lot as conveyed by deed recorded in Land Record Book 110 at Page 154 thereof in the Chancery Clerk's Office for said county, and from said point run southwesterly along the east right-of-way line of said Highway for 149.8 feet to a point; thence turn left an angle of 100 degrees 55 minutes and run parallel to said Taylor's south line for 291.1 feet to a point; thence turn left an angle of 79 degrees 05 minutes and run parallel to the east right-of-way line of said Highway for 149.8 feet to the southeast corner of said Taylor lot; thence turn left an angle of 100 degrees 55 minutes and run along the south line of said Taylor lot for 291.1 feet to the point of beginning.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the year 1975 which grantee assumes by the acceptance of this conveyance.
- (3) Existing easements and/or servitudes now of record, if any.
- (4) The warranty herein does not extend to the oil, gas and minerals in and under the above described property but such mineral interest as may be owned by grantors is hereby conveyed without warranty.

WITNESS our signatures this 4<sup>th</sup> day of April, 1975.

Huey Porter  
Huey Porter a/k/a Huey Porter, Jr.

Elnora Porter  
Elnora Porter

STATE OF MISSISSIPPI

BOOK 139 PAGE 405

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named HUEY PORTER (a/k/a HUEY PORTER, JR.) and ELNORA PORTER, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 4th day of April, 1975.



Miriam Law  
Notary Public

My commission expires March 5, 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 7 day of April, 1975, at 8:25 o'clock A., and was duly recorded on the 8th day of April, 1975, Book No. 139 on Page 405 in my office.

Witness my hand and seal of office, this the 8th of April, 1975

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

INDEXED

NO. 1338

BOOK 139 PAGE 408

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, I, the undersigned, WILLIAM D. SEAGROVE, do hereby sell, convey and warrant unto WILLIAM D. SEAGROVE and wife, PATRICE G. SEAGROVE, as joint tenants with full right of survivorship and not as tenants in common, that certain land and property lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

That certain parcel of land sometimes referred to as Lot 157 of Lake Lorman, Part VI and more particularly described as follows, to-wit:

A certain parcel of land being situated in Section VI, Township VII North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows: Beginning at the SE corner of said Section VI and run thence North 3,643.27 feet; thence North 30 degrees 42 minutes West, 257.58 feet; thence South 79 degrees 31 minutes West 205.1 feet; thence North 65 degrees 07 minutes West, 200 feet; thence North 89 degrees 27 minutes West, 695 feet to the Northeast corner and the point of beginning of the parcel described herein; thence South 2 degrees 19 minutes East, 96 feet to the Southeast corner of the herein described parcel; thence South 88 degrees 18 minutes 30 seconds West, 206.65 feet to the Southwest corner of the within described parcel; thence North 14 degrees 01 minutes 30 seconds East, 18 feet; thence North 23 degrees 58 minutes West, 93.8 feet to the Northwest corner of the herein described parcel; thence South 89 degrees 49 minutes East, 236.20 feet to the point of beginning.

Excepted from the warranty of this conveyance are any and all easements, dedications, rights-of-way, mineral reservations and mineral conveyances and restrictive covenants of record pertaining to or affecting the usage of the herein described property.

All ad valorem taxes assessed against the above described

property for the year 1975 shall be paid by the Grantees.

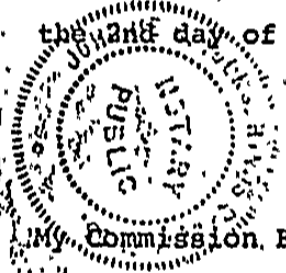
WITNESS MY SIGNATURE, this the 2nd day of April, 1975.

*William D. Seagrove*  
WILLIAM D. SEAGROVE

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for the County and State aforesaid, the within named WILLIAM D. SEAGROVE, who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, as his own voluntary act and deed.

GIVEN under my hand and official seal of office, this the 2nd day of April, 1975.



*Johnnie H. Young*  
NOTARY PUBLIC

My Commission Expires: March 8, 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 7th day of April, 1975, at 9:00 o'clock A.M., and was duly recorded on the 8th day of April, 1975, Book No. 139 on Page 406 in my office.

Witness my hand and seal of office, this the 8th of April, 1975

W. A. SIMS, Clerk

By *Nita J. Wright*, D. C.

*Handwritten notes in left margin:*  
The above instrument was recorded in the office of the Clerk of the Chancery Court of the County of Madison, Mississippi, on the 8th day of April, 1975.

W

INDEXED

NO. 1350

BOOK 139 PAGE 408  
WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) cash,  
and other valuable considerations paid, receipt of which is here-  
by acknowledged, I Thomas T. Webb, do hereby sell, convey and  
warrant unto Mrs. J. T. Williamson, that particular piece of  
property lying and being situated in the SW 1/4 of Section 32 T8N,  
R2E and in the NW 1/4 of Section 5 T7N, R2E, Madison County,  
Mississippi, and containing 24.85 acres more or less. Taxes for  
1971 to be paid by seller. Above described property being further  
described on attached page.

Thomas T. Webb

County of Hinds

State of Mississippi

Personally appeared before me Thomas T. Webb this 14th day of  
January, 1972.

[Signature]  
Notary Public

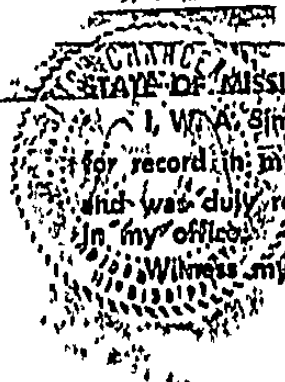


My Commission Expires Oct. 26, 1972



Commence at a 2" pipe marking the Southwest corner of the SE-1/4 of the SW-1/4 of Section 32, T8N, R2E, Madison County, Mississippi, and from this point run thence Easterly along the line between Section 32 and Section 5 for 660.0 feet to a point; turn thence right thru a deflection angle of 90° 51' and run Southerly along a fence line marking the line between the East 1/2 and West 1/2 of the NE-1/4 of the NW-1/4 of Section 5, for 655.0 feet to a point; turn thence right thru a deflection angle of 89° 09' and run Westerly for 545.0 feet to a point; turn thence right thru a deflection angle of 90° 51' and run Northerly for 250.0 feet to a point; turn thence left thru a deflection angle of 90° 51' and run Westerly for 611.0 feet to a point; turn thence right thru a deflection angle of 76° 45' and run Northwesterly for 235.3 feet to a point; turn thence right thru a deflection angle of 31° 39' and run Northeasterly for 238.6 feet to a point; turn thence left thru a deflection angle of 108° 24' and run Westerly for 296.7 feet to a point; turn thence 90° 00' right <sup>SW</sup> and run Northerly for 659.3 feet to the centerline of Bear Creek; turn thence right thru a deflection angle of 101° 08' and run Southeasterly along the centerline of Bear Creek for 289.5 feet to a point; turn thence right thru a deflection angle of 6° 27' and run Southeasterly along the centerline of Bear Creek for 209.6 feet to a point; turn thence left thru a deflection angle of 4° 38' and run Southeasterly along the centerline of Bear Creek for 300.2 feet to a point on the line between the East-1/2 and West-1/2 of the SW-1/4 of said Section 32; turn thence right thru a deflection angle of 77° 03' and run Southerly along said 1/4 Section line for 523.4 feet to the point of beginning.

The above described property lying and being situated in the SW-1/4 of Section 32, T8N, R2E and in the NW-1/4 of Section 5, T7N, R2E, Madison County, Mississippi, and containing 24.85 acres, more or less.



I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 7<sup>th</sup> day of April, 19 25, at 1:11 o'clock P.M., and was duly recorded on the 8 day of April, 19 25, Book No. 139 on Page 408 in my office.

Witness my hand and seal of office, this the 8 of April, 19 25

By W. A. Sims Clerk

D. C.

1045

# Natchez Trace Memorial Park Cemetery

## VETERAN'S CEMETERY DEED

For and in consideration of the sum of Thirty-seven and 50/100 Dollars (\$37.50) paid to Deposit Guaranty National Bank, Trustee of Natchez Trace Memorial Park Cemetery Perpetual Care Trust, NACHEZ TRACE MEMORIAL PARK CEMETERY, INC., a Mississippi corporation, hereby grants, conveys and warrants unto James A. Watkins, a Veteran of service in the Armed Forces of the United States of America, the following described property located in Madison County, Mississippi, to-wit:

Garden of HONOR  
Section "A" Plot 97 Lot(s) D-1

of Natchez Trace Memorial Park Cemetery, according to the map or plat of said Cemetery of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of this description **In Plat Book 5, page 62.**

Said lot is donated to the Veteran exclusively for purposes of his or her burial, subject to the laws of the State of Mississippi and the rules and regulations of the Cemetery, and if the lot is not used by the named Veteran then title thereto shall revert to the Cemetery.

The cash paid to Deposit Guaranty National Bank, Trustee, represents fifteen percent (15%) of the normal purchase price of this lot and payment of said sum complies with the laws of the State of Mississippi concerning perpetual care cemeteries.

Title to the above lot is not transferable, except that the Veteran may convey it to the Cemetery as consideration for conveyance of a lot to the Veteran as a part of the Veteran's family estate lot.

This Deed and the covenants and stipulations contained herein shall be binding upon the heirs, successors, and assigns of the respective parties hereto.

EXECUTED by Natchez Trace Memorial Park Cemetery, Inc. on this Sixth day of March, 19 75.

ATTEST: Judy Harris  
Assistant Secretary

NACHEZ TRACE MEMORIAL PARK  
CEMETERY, INC.

By Wayne Donaldson  
Vice-President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Wayne Donaldson and Judy Harris, the Vice-President and Assistant Secretary respectively, of NACHEZ TRACE MEMORIAL PARK CEMETERY, INC., who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute and deliver the within and foregoing Cemetery Deed for and on behalf of said Cemetery.

WITNESS my hand and seal this 6th day of March, 19 75.

NOTARY PUBLIC

My Commission Expires:

9-7-77



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 7th day of April, 1975, at 1:05 o'clock P.M., and was duly recorded on the 8 day of April, 19 75 Book No. 139 on Page 410 in my office.

Witness my hand and seal of office, this the 8 of April, 19 75

W. A. SIMS, Clerk

By Shaskey, D. C.

1046

# Natchez Trace Memorial Park Cemetery

STATE OF MISSISSIPPI  
COUNTY OF MADISON

For and in consideration of the sum of Two Hundred Fifty dollars

cash in hand paid, receipt of which is hereby acknowledged, NACHEZ TRACE MEMORIAL PARK CEMETERY, INC., a Mississippi corporation, does hereby grant, bargain, sell, convey and warrant unto James A. Watkins and Mary Francis Watkins

as joint tenants with the right of survivorship and not as tenants in common, the following described property, located in Madison County, Mississippi, to-wit:

Garden of HONOR

Section "A" Plot 99 Lot(s) C-5

of Natchez Trace Memorial Park Cemetery, according to the map or plat of said Cemetery of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of this description. In Plat Book 5, page 62.

Said lot is subject to the laws of the State of Mississippi and the rules and regulations of the Cemetery.

Fifteen percent (15%) of the purchase price of this lot will be paid to Deposit Guaranty National Bank, Trustee of Natchez Trace Memorial Park Perpetual Care Trust, to comply with the laws of the State of Mississippi concerning perpetual care cemeteries.

This Deed and the covenants and stipulations contained herein shall be binding upon the heirs, successors, and assigns of the respective parties hereto.

EXECUTED by Natchez Trace Memorial Park Cemetery, Inc. on this Sixth day of March, 1975

ATTEST: Judy Harris  
Assistant Secretary

NACHEZ TRACE MEMORIAL PARK CEMETERY, INC.

By [Signature]  
Vice President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, [Signature] and Judy Harris, the Vice-President and Assistant Secretary, respectively, of NACHEZ TRACE MEMORIAL PARK CEMETERY, INC., who acknowledged that they, being first duly authorized so to do; did, on the day and date set out therein, sign, execute and deliver the within and foregoing Cemetery Deed for and on behalf of said Cemetery.

WITNESS my hand and seal this 6th day of March, 1975

[Signature]  
NOTARY PUBLIC

My Commission Expires: 9-7-77

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 7th day of April, 1975, at 1:06 o'clock P. M., and was duly recorded on the 8 day of April, 1975 Book No. 139 on Page 411 in my office.  
Witness my hand and seal of office, this the 8 of April, 1975  
By [Signature], D. C.  
W. A. SIMS, Clerk

W

FOR AND IN CONSIDERATION of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, MAJOR MABERRY and ELIZABETH MABERRY do hereby sell, convey and warrant unto MICHAEL WASHINGTON the following land and property lying and being situated in Madison County, Mississippi, being more particularly described as follows:

A parcel of land situated in the N 1/2 of NE 1/4 of Section 3, T7N, R1E, Madison County, Mississippi, more particularly described as

Beginning at the point where the South line of the NE 1/4 of NE 1/4 of Section 3 intersects the west line of Mississippi Highway No. 463 and from said point of beginning run thence west along the south line of the N 1/2 of NE 1/4 of said Section 3 a distance of 300 feet to a point; thence turn to the right and run northeasterly to a point in the southwest line of said Highway No. 463 which point is 307 feet Northwest and along said highway from the point of beginning; thence turn to the right and run southeasterly and along the right of way of said Highway No. 463, 307 feet to the point of beginning. Said parcel being a triangle fronting on said Highway No. 463 a distance of 307 feet and lying East of and adjoining a parcel conveyed to Billy C. Carpenter and wife, Thelma S. Carpenter.

Taxes for the current year are to be paid by Grantee.

There is excepted from the warranty hereof all protective covenants, easements, and prior mineral reservations of record.

WITNESS THE SIGNATURE of the Grantors, this 4th day of April, 1975.

*Major Maberry*  
MAJOR MABERRY, Grantor

*Elizabeth Maberry*  
ELIZABETH MABERRY Grantor

STATE OF MISSISSIPPI  
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the above county and state, MAJOR MABERRY and ELIZABETH MABERRY, who stated on oath that they signed and delivered the foregoing Warranty Deed on the date therein stated.

Witness my hand and seal of office, this 4th day of April, 1975.

*Jessie Bolton*  
Notary Public

My Commission Expires: \_\_\_\_\_  
My Commission Expires January 13, 1979



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 7th day of April, 1975, at 1:50 o'clock P. M., and was duly recorded on the 8 day of April, 19 75 Book No. 139 on Page 412 in my office.

Witness my hand and seal of office, this the 8 of April, 19 75

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

W

BOOK 139 418

WARRANTY DEED

NO 1355

INDEXED

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 considerations, the receipt of which is hereby acknowledged, GUY BAILEY HOMES, INC., a Mississippi Corporation, does hereby sell, convey and warrant unto J & D ENTERPRISES, INC., a Mississippi Corporation, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

LOTS 61 and 62 PEAR ORCHARD SUBDIVISION, PART 4, 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 53.

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

It is understood and agreed that taxes are to be paid by the Grantee for the current year.

WITNESS the signature of Grantor, this the 25th day of March, 1975.

GUY BAILEY HOMES, INC.

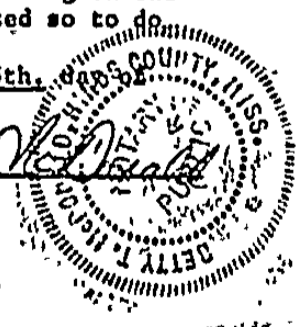
BY: Guy Bailey, Jr.  
Guy Bailey, Jr.

STATE OF MISSISSIPPI  
COUNTY OF HINDS.

PERSONALLY came and appeared before me, the undersigned authority duly authorized by law to take acknowledgements in and for said County and State, the within named GUY BAILEY, JR., who acknowledged that he is President of GUY BAILEY HOMES, INC., 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, he being duly authorized so to do by said corporation.

GIVEN under my hand and official seal, this the 25th March, 1975.

Bobby T. McDaniel  
NOTARY PUBLIC



My Commission Expires:  
My Comm. Expires Nov. 1, 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 7 day of April, 1975, at 2:00 o'clock P. M., and was duly recorded on the 8 day of April, 1975, Book No. 139 on Page 413 in my office.

Witness my hand and seal of office, this the 8 of April, 19 75

W. A. SIMS, Clerk

By Shasheney, D. C.

BOOK 139 PAGE 414

NO. 1356

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, THOMAS E. DUNHAM and wife, MARY E. DUNHAM, Grantors, do hereby convey and forever warrant unto HARVEY McGEHEE REAL ESTATE, INC., a Mississippi corporation, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot Ten (10) of Natchez Trace Village, Madison County, Mississippi, according to a plat which is attached as Exhibit "A" to that certain deed from Lewis L. Culley, Jr., and wife, Bethany W. Culley, to P. J. Maloney, dated July 9, 1974, recorded in Deed Book 93, at page 449 of the records in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, and being particularly described by metes and bounds as follows, to-wit:

Commencing at the southeast corner of the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 15, Township 7 North, Range 2 East, Madison County, Mississippi, run thence north along the line between the E $\frac{1}{2}$  and the W $\frac{1}{2}$  of said Section 15 for a distance of 958 feet to a point; run thence South 89 degrees 17 minutes east 886.6 feet; thence south 1 degree 18 minutes east 313.1 feet; thence south 32 degrees 31 minutes east 624.6 feet; thence south 26 degrees 43 minutes east 663.4 feet; thence south 26 degrees 43 minutes east 663.4 feet; thence south 73 degrees 04 minutes east 212.5 feet; thence south 18 degrees 45 minutes west 250 feet to the point of beginning of the land herein described; run thence south 76 degrees 35 minutes east 215.2 feet to a point on the Old Natchez Trace right-of-way as laid out and improved as of this date; run thence north 16 degrees 23 minutes east along said Old Natchez Trace right-of-way for a distance of 135.0 feet; run thence north 76 degrees 35 minutes west 209.6 feet to a point on the easterly boundary line of a 40-foot wide street (Arapaho Lane); run thence south 18 degrees 45 minutes west along the easterly boundary line of

said street (Arapaho Lane) for a distance of 135.4 feet back to the point of beginning; said land herein described being located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 15, Township 7 North, Range 2 East, Madison County, Mississippi, and containing 0.66 acres.

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

1. County of Madison and State of Mississippi ad valorem taxes for the year 1975, which shall be prorated as follows,

to-wit: Grantors 2/12/75; Grantee 9/12/75.

2. The prior reservation 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.

3. 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 in the office of the Chancery Clerk of Madison County, Mississippi.

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

5. Those certain restrictive covenants which are attached as an Exhibit to that certain deed dated July 9, 1974, from Lewis L. Culley, Jr., et ux., to P. J. Maloney, as recorded in Book 93 at page 449 in the office of the aforesaid Clerk.

WITNESS OUR SIGNATURES on this the 2nd day of April, 1975.

Thomas E. Dunham  
Thomas E. Dunham

Mary E. Dunham  
Mary E. Dunham

BOOK 139 PAGE 416

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, the within named THOMAS E. DUNHAM and wife, MARY E. DUNHAM, who acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 2<sup>nd</sup> day of April, 1975.

Deana C. Turbelle  
Notary Public

(SEAL)

MY COMMISSION EXPIRES:  
My Commission Expires Dec. 11, 1977



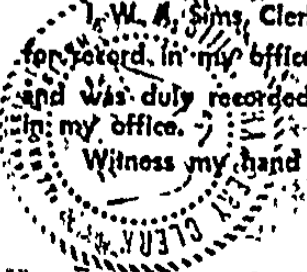
STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 7 day of April, 1975, at 4:00 o'clock P.M., and was duly recorded on the 8 day of April, 1975, Book No. 139 on Page 416 in my office.

Witness my hand and seal of office, this the 8 of April, 1975

W. A. SIMS, Clerk

By W. A. Sims, D. C.





CORPORATION DEED INDEXED

NO 1358

STATE OF MISSISSIPPI  
COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENT, that in consideration, of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to the undersigned, grantor, Colonial Financial Service, Inc. an Alabama corporation, in hand paid by Udell S. Miles and wife Audra L. Miles, the receipt of which is hereby acknowledged, the said Colonial Financial Service, Inc., does by these present, grant, bargain, sell and convey with covenants of special warranty unto the said Udell S. Miles and wife Audra L. Miles, the following described real estate, situated in Madison County, Mississippi and being more fully described as follows:

The following described property with improvements thereon situated in Madison County, Mississippi, to-wit:  
A lot of land described as COMMENCING at an iron stake at the intersection of the West boundary line of the West one-half of the East one-half (W $\frac{1}{2}$  of E $\frac{1}{2}$ ) of Section 31, Township 9 North, Range 2 East, with the North margin of the right of way of the black top highway designated as Highway No. 22 and running East along said highway for 16 chains 5 feet and 8 inches to an iron stake; thence run North 884 feet which is the Point of BEGINNING of the lot herein described. Thence run North 144 feet; thence East 144 feet; thence South 144 feet; and thence West 144 feet to the Point of BEGINNING.

Being the same property conveyed to G.A.C. Trans-World Acceptance Corporation from Modern Homes Construction Company by Special Warranty Deed dated November 27, 1968 and recorded in Book 114 Pages 138-139 in the office of the Clerk of Chancery Court, Madison County, Mississippi.

This is the same property conveyed to Colonial Financial Service, Inc., by G.A.C. Transworld Acceptance Corporation by Deed dated the 16th day of May, 1974 and recorded in Deed Book 136, Page 382, July 9, 1974, in the office of the Chancery Court Clerk of Madison County, Mississippi. Any warranties contained herein are limited to such title rights and interests as was obtained by Colonial Financial Service in said Deed.

TO HAVE AND TO HOLD, To the said Udell S. Miles and wife Audra L. Miles, their heirs, successors, and assigns forever.

This conveyance is subject to taxes, assignments, restrictions and easements of record if any, and to all zoning regulations or ordinances.

IN WITNESS WHEREOF, the said Colonial Financial Service, Inc., by its Vice-President, Charles C. Cash, who is authorized to execute this conveyance has hereto set its signature and seal, this the 20th day of March, 1975.

COLONIAL FINANCIAL SERVICE, INC.

By: Charles C. Cash  
Charles C. Cash, Vice-President

Attest: Ben G. McDaniel  
Ben G. McDaniel, Assistant Secretary

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Marshal E. Boone, a Notary Public in and for said County and State do hereby certify that Charles C. Cash and Ben G. McDaniel whose names as Vice-President and Assistant Secretary, respectively, of COLONIAL FINANCIAL SERVICE, INC., are signed to the foregoing instrument and who are personally known to me, acknowledged before me on this day that, being fully informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of my office on this the 20th day of March, 1975. My Commission expires January 18, 1976.

Marshal E. Boone  
Notary Public

This instrument was prepared by Gloria J. Ballenger, Secretary to Charles C. Cash, Vice-President, Colonial Financial Service, 1155 Bank for Savings Building, Birmingham, Alabama 35203.

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 20th day of April, 1975, at 9:00 o'clock A.M., and was duly recorded on the 15 day of April, 1975, Book No. 139 on Page 417 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

W. A. SIMS, Clerk

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

BOOK 139 PAGE 418

WARRANTY DEED

INDEXED NO. 1359

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, J & G INVESTMENTS, INC., a Mississippi corporation, does hereby sell, convey and warrant unto MAGNOLIA BUILDERS, INC., a Mississippi corporation, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

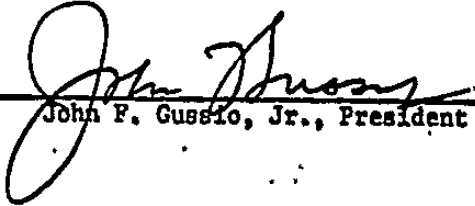
Lot Eighty-One (81), GATEWAY NORTH, PART TWO (2), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5 at Page 44 thereof, reference to which map or plat is here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1975 are to be prorated between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor, this the 4<sup>th</sup> day of April, 1975.

J & G INVESTMENTS, INC.

BY:   
John F. Gussio, Jr., President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named John F. Gussio, Jr., who acknowledged to me that he is the President of J & G Investments, Inc., a Mississippi corporation, and that he, for and on behalf of said corporation

BOOK 139 419

signed and delivered the above and foregoing instrument of writing for the purposes therein stated on the date therein set forth, as the act and deed of said corporation, he having been first duly authorized so to do.

GIVEN under my hand and official seal of office, this the 4th day of April, 1975.

*John M. Russell*  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires July 28, 1978

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8th day of April, 1975, at 9:00 o'clock A.M., and was duly recorded on the 15 day of April, 1975, Book No. 139 on Page 418 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

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

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, \_\_\_\_\_  
\_\_\_\_\_JACKSON LAND IMPROVEMENT CO., INC.\_\_\_\_\_does hereby sell, convey and warrant unto ERIC E. CLARK and wife, BETTY S. CLARK, 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 6, Block D, 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.

Jackson Hinds, Inc. was formerly vested with title, but Jackson Hinds, Inc. merged with Jackson Land Improvement Co., Inc. January 31, 1975.

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 JACKSON LAND IMPROVEMENT CO., INC. by its duly authorized officer, this the 3rd day of April, 1975.

JACKSON LAND IMPROVEMENT CO., INC.

By: George B. Gilmore  
George B. Gilmore, Secretary-Treasurer

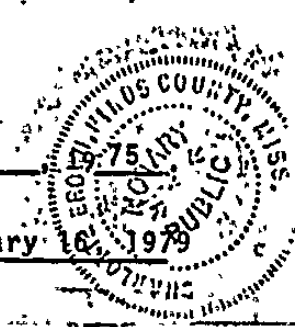
STATE OF MISSISSIPPI, COUNTY OF Hinds

Personally appeared before me the undersigned authority, in and for the jurisdiction aforesaid GEORGE B. GILMORE, who acknowledged to me that he is SECRETARY-TREASURER of JACKSON LAND IMPROVEMENT CO., 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 3rd day of April

Charlotte B. Brown  
Notary Public

MY COMMISSION EXPIRES: February 16, 1979



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 8th day of April, 1975, at 9:00 o'clock A.M., and was duly recorded on the 15 day of April, 1975 Book No. 139 on Page 420 in my office.

Witness my hand and seal of office, this the 15th of April, 1975

W. A. SIMS, Clerk

By [Signature], D. C.

2000  
March 25, 1975  
\$1.00  
per minute

W

INDEXED  
NO. 1361

M I N E R A L \*  
 C O N V E Y A N C E \*  
 B Y \*  
 S O U T H D O W N , I N C . \*  
 T O \*  
 P E L T O O I L C O M P A N Y \*  
 \* \* \* \* \*

UNITED STATES OF AMERICA  
 STATE OF LOUISIANA  
 PARISH OF ORLEANS

BE IT KNOWN, That on this 25th day of the month of March, in the year of our Lord one thousand nine hundred and seventy-five; BEFORE ME, Luther E. Hall, Jr., a Notary Public duly commissioned and qualified in and for the City of New Orleans and the Parish of Orleans, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:



PERSONALLY CAME AND APPEARED:

SOUTHDOWN, INC., a Corporation organized under the laws of the State of Louisiana, appearing herein through J. B. STOREY, its Vice-President, hereto duly authorized, hereinafter after sometimes referred to as "VENDOR";

who declared that Vendor does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, without warranty of any nature whatsoever, express or implied, not even for the return of the consideration herein recited, but with full substitution and subrogation in and to all the rights and actions of warranty which Vendor has or may have against all preceding owners and vendors, unto:

PELTO OIL COMPANY, a Corporation organized under the laws of the State of Delaware and domiciled in the Parish of Orleans, State of Louisiana, appearing herein through L. S. CREWS, its Vice-President, hereto duly authorized, hereinafter sometimes referred to as "VENDEE";

here present, accepting and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all of the right, title and interest of Vendor in and to all oil, gas and mineral interests, royalty interests and leasehold interests owned by Vendor, wherever situated, including, but not limited to, the oil, gas and mineral interests, royalty interests and leasehold

interests listed and described on the Exhibit attached hereto as Exhibit "A", Schedules 1 through 12, and listed and described in the various assignments and documents set forth in the said attached Exhibit and Schedules, which said Exhibit and Schedules have been paraphrased "Ne Varietur" by me, Notary, for identification herewith, reference to which Exhibit and Schedules is here made for all purposes, together with all rights, ways, easements, privileges, licenses, permits and benefits thereunto belonging or otherwise appertaining, and any and all personal property located thereon or used or obtained in connection therewith or appurtenant thereto.

THE FOREGOING IS SUBJECT TO THE FOLLOWING:

1.) There is excepted from the Conveyance here made all mineral rights, royalties and leasehold interests heretofore conveyed or transferred by Vendor or its predecessors in title to third parties or terminated by prescription.

2.) All mineral leases, mortgages, liens or other encumbrances, if any, presently in legal force and effect, whether of record in the parishes, counties and states in which the aforesaid lands are located, by operation of law, or otherwise.

3.) This Conveyance is subject to all of the terms, conditions, restrictions, stipulations and overriding royalties set forth in the instruments whereby the properties conveyed hereby were created and/or acquired by Vendor or which may be presently in force and affecting the same, and Vendee hereby agrees to assume the said obligations.

4.) Vendor and Vendee herein agree to enter into such further formal instruments of conveyance, correction or otherwise, as may from time to time become necessary or desirable to effect a more complete conveyance of all mineral, royalty and leasehold interests owned by Vendor on the date of this Act of Conveyance, and the oil, gas and other minerals lying in, on or under the lands described on Exhibit "A", Schedules 1 through 12.

TO HAVE AND TO HOLD the above described property unto the said Vendee and its successors and assigns forever.

This sale is made and accepted for and in consideration of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged by Vendor, who grants full acquittance and discharge therefor.

The parties hereto authorize and direct me, Notary, to record in each of the several parishes and counties of the states in which the properties described on Exhibit "A", Schedules 1 through 12, are located, true copies or multiple originals hereof, but having appended thereto extracts or separate Schedules of the said Exhibit "A" describing only the properties located in such parish, county and state, together with any further descriptions, certificates or other documentation that may be necessary to effect a legal conveyance and the recordation thereof in such parish, county and state, further authorizing and directing the appropriate official of such parish, county and state to accept such document for recordation and to duly record, index and file the same.

The parties hereto waive the production of Mortgage, Conveyance, Tax and all other certificates and hereby relieve and release me, Notary, from all responsibility and liability in connection with the non-production of same.

THUS DONE AND PASSED in multiple originals in my office at New Orleans, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

[Signature]  
[Signature]

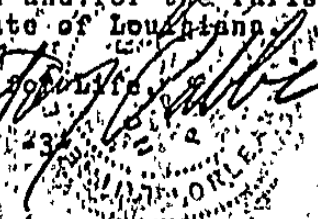
SOUTHDOWN, INC.

BY: [Signature]  
J. B. STOREY, Vice-President  
PELTO OIL COMPANY

BY: [Signature]  
L. S. CREWS, Vice-President

[Signature]  
NOTARY PUBLIC, in and for the Parish of Orleans, State of Louisiana

My Commission is for Life



STATE OF LOUISIANA

PARISH OF ORLEANS

(Alabama)

I, the undersigned Notary Public in and for said Parish and State, hereby certify that J. B. STOREY whose name as VICE-PRESIDENT of SOUTHDOWN, INC., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

(Arizona)

On this day, before me, the undersigned officer, personally appeared J. B. STOREY, who acknowledged himself to be the VICE-PRESIDENT of SOUTHDOWN, INC., a corporation, and that he, as such VICE-PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as VICE-PRESIDENT.

In witness whereof I hereunto set my hand and official seal.

(Arkansas)

On this day before me, a Notary Public duly commissioned, qualified and acting within and for the said Parish and State appeared in person the within named J. B. STOREY, to me personally well known, who stated that he was the Vice-President of SOUTHDOWN, INC., a corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In Testimony Whereof I have hereunto set my hand and official seal.

(Florida)

I hereby certify that on this day before me, an official duly authorized in the State aforesaid and in the Parish aforesaid to take acknowledgments, personally appeared J. B. STOREY, to me known and known to be the person described in and who executed the foregoing instrument as Vice-President of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name and on behalf of said corporation.

Witness my hand and official seal in the Parish and State last aforesaid.

(Mississippi)

Personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, J. B. STOREY, known to me to be the VICE-PRESIDENT of SOUTHDOWN, INC., a corporation, who acknowledged that he signed, executed, sealed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed, and for and on behalf of said corporation, being duly authorized so to do.



STATE OF LOUISIANA

BOOK 139 PAGE 425

PARISH OF ORLEANS

(Oklahoma)

Before me, the undersigned Notary Public in and for said State, on this day personally appeared J. B. STOREY, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

(Texas)

Before me, the undersigned Notary Public, on this day personally appeared J. B. STOREY, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice-President of SOUTHDOWN, INC., a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said corporation.

In witness whereof given under my hand and seal of office this 25th day of March, 1975.

*Arthur E. Hall*  
NOTARY PUBLIC  
My Commission is for Life.

(Alabama)

I, the undersigned Notary Public in and for said Parish and State, hereby certify that L. S. CREWS whose name as VICE-PRESIDENT of PELTO OIL COMPANY, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

(Arizona)

On this day, before me, the undersigned officer, personally appeared L. S. CREWS, who acknowledged himself to be the VICE-PRESIDENT of PELTO OIL COMPANY, a corporation, and that he, as such VICE-PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as VICE-PRESIDENT.

In witness whereof I hereunto set my hand and official seal.

(Arkansas)

On this day before me, a Notary Public duly commissioned, qualified and acting within and for the said Parish and State, appeared in person the within named L. S. CREWS, to me personally well known, who stated that he was the Vice-President of PELTO OIL COMPANY, a corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In Testimony Whereof I have hereunto set my hand and official seal.

(Florida)

I hereby certify that on this day before me, an official duly authorized in the State aforesaid and in the Parish aforesaid to take acknowledgments, personally appeared L. S. CREWS, to me known and known to be the person described in and who executed the foregoing instrument as Vice-President of the corporation named therein, and acknowledged before me that he executed the same as such officer in the name and on behalf of said corporation.

Witness my hand and official seal in the Parish and State last aforesaid.

(Mississippi)

Personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, L. S. CREWS, known to me to be the VICE-PRESIDENT of PELTO OIL COMPANY, a corporation, who acknowledged that he signed, executed, sealed and delivered the foregoing instrument on the day and year therein mentioned as the act and deed, and for and on behalf of said corporation, being duly authorized so to do.

STATE OF LOUISIANA

BOOK 139 PAGE 427

PARISH OF ORLEANS

(Oklahoma)

Before me, the undersigned Notary Public in and for said State, on this day personally appeared L. S. CREWS, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

(Texas)

Before me, the undersigned Notary Public, on this day personally appeared L. S. CREWS, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice-President of PELTO OIL COMPANY, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said corporation.

In witness whereof given under my hand and seal of office this 25<sup>th</sup> day of March, 1975.

*Arthur B. Hall*  
NOTARY PUBLIC  
My Commission is for 1976.

BOOK 139 PAGE 428

EXHIBIT "A"

Schedule No. 4

That certain Act of Mineral Conveyance by Southdown, Inc. to Felto Oil Company dated May 3, 1971, effective January 1, 1971, recorded in the States of Alabama, Arizona, Louisiana, Mississippi, Oklahoma, and Texas as follows:

ALABAMA

<u>COUNTY</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY</u>
Monroe	244	249	

ARIZONA

<u>COUNTY</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY</u>
Maricopa	8787	13	137212

LOUISIANA

<u>PARISH</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY</u>
Acadia	0-29	477	394549
Ascension	011 67-16		110964
Assumption	O&G 173-A		98249
Calcasieu	1156	633	1213673
Cameron	279		126174
Concordia	38	626	113582
E. Baton Rouge	2177	88	
E. Carroll	MB 9		36596
Evangeline	C17		287625
Iberia	569		153686
Iberville	191		202
Jefferson	MB29	547	522969
Jefferson Davis	358	659	352742
Lafayette			571576
Lafourche	450	540	338469
Madison	25	948	39545
Natchitoches	299	103	134307

"NE VARIETUR"

For Identification with Act of Mineral Conveyance passed before me this 25th day of March, 1975.

NOTARY PUBLIC

Mineral Conveyance, Southdown, Inc. to Felto Oil Company - continued

<u>PARISH</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY</u>
Orleans	703E	143	029782
Ouachita	953	515	637819
Plaquemines	365	955	
Pointe Coupee	99		12
Richland	234	639	207414
St. Bernard	109	613	106059
St. Charles	113	374	38935
St. James	158		33702
St. John the Baptist	72	454	40310
St. Landry	LB318	423	556747
St. Martin	650	710	154129
St. Mary	16-R		146840
St. Tammany	621	178	280880
Texas	MB29	369	88224
Terrebonne	515		402358
Vermilion	710	127	206172
W. Baton Rouge	115		130

MISSISSIPPI

<u>COUNTY</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY</u>
Adams	O&G147	319	
Bolivar	H-45	349	
Calhoun	49	303	
Chickasaw	O&G 448	523	
Clarke	69	428	

Mineral Conveyance, Southdown, Inc. to Peltco Oil Company - continued

<u>COUNTY</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY</u>
Copiah	73	334	
Franklin	93	363	
Harrison	666	482	
Hinds	1896	347	
Holmes	35	391	
Humphreys	83	101	
Issaquena	OGM 12	118	
Laflore	173	163	
Monroe	LB 49	265	
Neshoba	A-75	431	
Simpson	567	289	
Sunflower	K19	597	.1590
Tallahatchie	2	7	
Warren	478	81	
Washington	1216	569	
Yazoo	76A	284	
<u>OKLAHOMA</u>			
Carter	634	86	
<u>TEXAS</u>			
Harris	8484	286	130-02-0686
Liberty	681	247	3632

EXHIBIT "A"Schedule No. 5

That certain Act of Mineral Conveyance by Southdown Lands, Inc. to Pello Oil Company dated May 3, 1971, effective January 1, 1971, recorded in the States of Louisiana and Mississippi as follows:

LOUISIANA

<u>PARISH</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY</u>
Acadia	0-29	491	394550
Ascension	67-16		110965
Assumption	173-A		98250
Calcasieu	1156	647	1213674
Caldwell	105	472	123745
Concordia	38	641	113683
E. Carroll	MB 9		36597
Iberville	191		203
Jefferson	MB 29	551	522970
Lafourche	450	554	338470
Natchitoches	299	117	134308
Orleans	703E	119	029781
Pointe Coupee	99		13
St. Bernard	109	622	106060
St. James	458		33703
St. John the Baptist	72	468	40311
St. Landry	LB 318	437	556748
St. Mary	16-8		147,119
St. Tammany	621	168	280879
Tensas	MB 29	381	88,225
Terrebonne	515		402359
Vermilion	710	141	206173
Vernon			298703

"NE VARIETUR"

For Identification with Act of Mineral Conveyance passed before me this 25th day of March, 1975.

*[Signature]*  
NOTARY PUBLIC

Southdown Lands, Inc. to Palto Oil Company Mineral Conveyance - Continued

<u>PARISH</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY</u>
Washington	227		35943
W. Baton Rouge	115		131

MISSISSIPPI

<u>COUNTY</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY</u>
Copiah	73	347	
Hancock	22	136	
Issaquena	OG 12	125	



EXHIBIT "A"Schedule No. 6

That certain Act of Specific Conveyance from Southdown Burmah Oil Company to Falto Oil Company dated January 28, 1970, effective January 1, 1970, and recorded in the States of Louisiana and Mississippi as follows:

LOUISIANA

<u>PARTISH</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY NO.</u>
Ascension	COB 222		103693
	O&G 67-15		103693
Catahoula	COB 94	Folio 502	125,900
Concordia	COB 26	Folio 338	109067
Franklin	151		183504
	Notarial		
Iberia	COB 548		148429
Jefferson			479982
Lafourche	COB 422	Folio 281	318676
Plaquemine	COB 346	Folio 231	
St. James	COB 152		31599
St. Landry			546588
Tensas	NB 28	558	84763
Terrebonne	COB 489		375,794

MISSISSIPPI

<u>COUNTY</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY NO.</u>
Adams	O&G 142	519	
Covington	COB 74	459	
Franklin	COB 90	399-404	
Jasper	O&G 76	234-238	
Jones (1st Dist)	LR 141	488	
Jones (2nd Dist)	OGM 351	613-616	
Madison	COB 373	280	
Smith	182	562-566	

"NE VARIETUR"

For Identification with Act of Mineral Conveyance passed before me this 25th day of March, 1970.

*[Signature]*  
 NOTARY PUBLIC

That certain Act of General Conveyance from Southdown Burmah Oil Company to Pelto Oil Company dated January 28, 1970, effective January 1, 1970, and recorded in the States of Louisiana and Mississippi as follows:

<u>PARISH</u>	<u>BOOK</u>	<u>PAGE</u>	<u>ENTRY NO.</u>
Ascension	COB 222		103692
	O&G 67-15		103692
Catahoula	COB 94	Folio 497	125,899
Concordia	COB 26	Folio 332	109066
Franklin	151		183503
	Notarial		
Iberia	COB 548		148428
Jefferson			479981
Lafourche	COB 422	Folio 276	318675
Plaquemines	COB 346	Folio 226	
St. James	COB 152		31598
St. Landry			546587
Tensas	N.B. 21	687	84762
Terrebonne	COB 489		375,793
<u>MISSISSIPPI</u>			
Adams	O&G 142	514	
Covington	COB 74	464	
Franklin	COB 90	394-398	
Jasper	LD-37	17-21	
Jones (1st Dist)	LR 141	500-504	
Jones (2nd Dist)	OGM 351	617-621	
Madison	COB 373	275	
Smith	O&G 182	557-561	

EXHIBIT "A"

Schedule No. 8

STATE OF MISSISSIPPI

Bisland Bayou Area

Assignment of Oil, Gas and Mineral Leases dated September 10, 1973, from Hughes and New Oil Company to Louis Alford, et al, recorded in the office of the Chancery Clerk of Adams County, Mississippi, in OGM 154, page 353, amended by Correction Instrument dated \_\_\_\_\_, 19 \_\_\_\_\_ by and between Hughes & New Oil Company, Inc. and Louis Alford, et al, recorded in the office of the Chancery Clerk of Adams County, Mississippi, in OGM \_\_\_\_\_, page \_\_\_\_\_.

Assignment of Oil, Gas and Mineral Leases dated September 10, 1973, from Hughes and New Oil Company to Louis Alford, et al, recorded in the office of the Chancery Clerk of Adams County, Mississippi, in OGM 154, page 350.

Assignment of Oil, Gas and Mineral Leases dated October 18, 1973, from Hughes and New Oil Company to Louis Alford, et al, recorded in the office of the Chancery Clerk of Adams County, Mississippi, in OGM 154, page 489.

Assignment of Oil, Gas and Mineral Leases dated September 26, 1973, from Callon Petroleum Company to Louis Alford, et al, recorded in the office of the Chancery Clerk of Adams County, Mississippi, in OGM 154, page 433.

Assignment of Oil, Gas and Mineral Leases dated November 22, 1974, from Callon Petroleum Company to Louis Alford, et al, recorded in the office of the Chancery Clerk of Adams County, Mississippi, in OGM 160, page 332, amended by Correction Agreement dated December 30, 1974, by and between Callon Petroleum Company and Southdown, Inc. recorded in the office of the Chancery Clerk of Adams County, Mississippi, in OGM 161, page 46.

Assignment of Oil, Gas and Mineral Leases dated November 21, 1974, from Hughes & New Oil Company, Inc. to Louis Alford, et al, recorded in the office of the Chancery Clerk of Adams County, Mississippi, in OGM 160, page 305, amended by Correction Agreement dated December 31, 1974, by and between Hughes and New Oil Company, and Southdown, Inc. recorded in the office of the Chancery Clerk of Adams County, Mississippi, in OGM 161, page 43.

Assignment of Oil, Gas and Mineral Leases dated October 2, 1973, from Callon Petroleum Company to Louis Alford, et al, recorded in the office of the Chancery Clerk of Adams County, Mississippi, in OGM 154, page 439.

Assignment of Oil, Gas and Mineral Leases dated January 6, 1975, from Hughes and New Oil Company, Inc. to Louis Alford, et al, recorded in the office of the Chancery Clerk of Adams County, Mississippi, in OGM 160, page 488.

"NE VARIETUR"

For Identification with Act of Mineral  
Conveyance passed before me this 25th  
day of March, 1975.

Notary Public

Black Warrior Basin Area

Assignment of Overriding Royalty Interest dated June 1, 1974, from Watson Oil Corporation to Pelto Oil Company, recorded in the office of the Chancery Clerk of Calhoun County, Mississippi, in Deed Record No. 52, page 27-31 of the records of Oil & Gas Deeds, in the office of the Chancery Clerk of Chickasaw County, Mississippi, in Book 479, page 367-370 of the Records of Assignments, and in the office of the Chancery Clerk of Pontotoc County, Mississippi, in Book No. 17, page 821.

Assignment of Overriding Royalty Interest dated June 1, 1974, from Watson Oil Corporation to Pelto Oil Company, recorded in the office of the Chancery Clerk of Calhoun County, Mississippi in Deed Record 52, page 23-25 of Oil & Gas Deeds, in the office of the Chancery Clerk of Chickasaw County, Mississippi, in Book 479, page 371-379 of the Records of Assignments, in the office of the Chancery Clerk of Clay County, Mississippi, in Lease Record 25, page 123, in the office of the Chancery Clerk of Itawamba County, Mississippi, in Book 26, page 356-361 of the Records of Deeds, in the office of the Chancery Clerk of Monroe County in Lease Record 64, page 599, in the office of the Chancery Clerk of Pontotoc County in Oil Lease Record 17, page 795-797.

Assignment of Overriding Royalty Interest dated June 1, 1974, from Watson Oil Corporation to Pelto Oil Company recorded in the office of the Chancery Clerk of Monroe County in Lease Record 64, page 607, and in the office of the Chancery Clerk of Chickasaw County in Book 479, page 380-382 of the Records of Assignments.

Four Mile Creek Area

Assignment of Oil, Gas and Mineral Leases dated November 1, 1973, from Pruet & Hughes Company to Pelto Oil Company recorded in the office of the Chancery Clerk of Monroe County, Mississippi in Lease Record 60, page 607.

Assignment of Oil, Gas and Mineral Leases dated September 5, 1973, from Pruet & Hughes Company to Pelto Oil Company, et al, recorded in the office of the Chancery Clerk of Monroe County, Mississippi in Assignment Record 59, page 355.

Assignment of Oil, Gas and Mineral Leases dated January 16, 1973, from Dale Gas-1972A, Ltd. to Pelto Oil Company, et al, recorded in the office of the Chancery Clerk of Monroe County, in Lease Record 60, page 153.

Assignment of Oil, Gas and Mineral Leases dated February 27, 1973, from Neal Clement, et al, to Pelto Oil Company, recorded in the office of the Chancery Clerk of Monroe County, in Lease Record 55, page 346.

New Site Area

Assignment of Oil, Gas and Mineral Leases, dated November 13, 1973, from Natural Resources to Pelto Oil Company recorded in the office of the Chancery Clerk of Prentiss County, Mississippi in Book 7, page 386-387.

Assignment of Oil, Gas and Mineral Leases dated November 13, 1973, from Natural Resources to Pelto Oil Company recorded in the office of the Chancery Clerk of Prentiss County, Mississippi in Book 7, page 388-402.

New Site Area - Continued

Assignment of Oil, Gas and Mineral Leases dated November 7, 1973, from W. Fleming Browning and Jacquelyn Hall Browning to Palto Oil Company recorded in the office of the Chancery Clerk of Prentiss County, Mississippi in Book 7, page 382-385.

Summerland Area

Assignment of Oil, Gas and Mineral Leases dated June 12, 1972, from Hincy V. Kent to Palto Oil Company recorded in the office of the Chancery Clerk of Jones County in OGM 382, page 633-634, and in the office of the Chancery Clerk of Covington County in Book 80, page 483.

Assignment of Oil, Gas and Mineral Leases dated June 12, 1972, from Robert Vickers to Palto Oil Company recorded in the office of the Chancery Clerk of Jones County in OGM 382, page 627-628, and in the office of the Chancery Clerk of Covington County in Book 80, page 486.

Assignment of Oil, Gas and Mineral Leases dated September 28, 1972, from Mary F. Wannop to Palto Oil Company recorded in the office of the Chancery Clerk of Jones County in OGM 387, page 367-368 and in the office of the Chancery Clerk of Covington County in Book 81, page 45.

Assignment of Oil, Gas and Mineral Leases dated June 6, 1972, from Clyde W. Alexander to Palto Oil Company recorded in the office of the Chancery Clerk of Jones County in OGM 382, page 629-630 and in the office of the Chancery Clerk of Covington County in Book 80, page 489.

Assignment of Oil, Gas and Mineral Leases dated June 6, 1972, from A. H. Stall to Palto Oil Company recorded in the office of the Chancery Clerk of Jones County in OGM 382, page 631-632 and in the office of the Chancery Clerk of Covington County in Book 80, page 492.

South Summerland Area

Assignment of Oil, Gas and Mineral Leases dated October 8, 1974, from Gatty Oil Company to Sun Oil Company (Delaware) et al, recorded in the office of the Chancery Clerk of Jones County in OGM 421, page 50-59 and in the office of the Chancery Clerk of Covington County in Book 85, page 319.

Assignment of Oil, Gas and Mineral Leases dated March 1, 1972, from Triad Oil & Gas Company to The Bradley Producing Corporation, et al, recorded in the office of the Chancery Clerk of Jones County in OGM 382, page 230-238, and in the office of the Chancery Clerk of Covington County in Book 80, page 83.

Assignment of Oil, Gas and Mineral Leases dated March 2, 1973, from Triad Oil & Gas Company to The Bradley Producing Corporation, et al, recorded in the office of the Chancery Clerk of Jones County in OGM 390, page 54-58, and in the office of the Chancery Clerk of Covington County in Book 81, page 545.

Sals Prairie Area

Oil, Gas and Mineral Lease dated June 9, 1972, from The Sam Broadhead Trust, et al, to Pelto Oil Company recorded in the office of the Chancery Clerk of Clarke County, Mississippi in Book 75, page 661-62.

Oil, Gas and Mineral Lease dated June 14, 1972, from Mrs. Rosa McPhearson, et al, to Pelto Oil Company recorded in the office of the Chancery Clerk of Clarke County, Mississippi in Book 75, page 670-671.

Oil, Gas and Mineral Lease dated June 29, 1972, from Blake-Massingale Investments, Inc. to Pelto Oil Company recorded in the office of the Chancery Clerk of Clarke County, Mississippi in Book 75, page 665-666.

Oil, Gas and Mineral Lease dated July 5, 1972, from Nancy T. McPhearson, et al, to Pelto Oil Company recorded in the office of the Chancery Clerk of Clarke County, Mississippi in Book 75, page 672-73.

Oil, Gas and Mineral Lease dated July 12, 1972, from Mrs. Hardy C. Wise to Pelto Oil Company recorded in the office of the Chancery Clerk of Clarke County, Mississippi in Book 75, page 677-679.

Oil, Gas and Mineral Lease dated July 12, 1972, from Harold C. Paterson to Pelto Oil Company recorded in the office of the Chancery Clerk of Clarke County, Mississippi in Book 75, page 674-676.

Oil, Gas and Mineral Lease dated July 12, 1972, from Hardy C. Kergosien to Pelto Oil Company recorded in the office of the Chancery Clerk of Clarke County, Mississippi in Book 75, page 667-669.

Glazier Area

Oil, Gas and Mineral Lease dated September 7, 1971, from Richton Tie and Timber Company, Incorporated to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County, Mississippi in Book LD-39, page 163-164.

Oil, Gas and Mineral Lease dated September 1, 1971, from Callie Lillian Cooper to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-39, page 167-168.

Oil, Gas and Mineral Lease dated September 14, 1971, from Maxwell Hinton, to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County, in Book LD-39, page 169-170.

Oil, Gas and Mineral Lease dated September 14, 1971, from Mrs. Gladycé Hinton Harkins to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-39, page 171-172.

Oil, Gas and Mineral Lease dated September 21, 1971, from William D. Cochran, et ux to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-39, page 181-182.

Glazier Area (Continued)

Oil, Gas and Mineral Lease dated October 19, 1971, from Mrs. Alma McSwain Hinton, et al to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-39, page 272-274.

Oil, Gas and Mineral Lease dated January 1, 1972, from R. E. Shoemake, et ux to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-39, page 365-366.

Oil, Gas and Mineral Lease dated January 10, 1972, from David Charles Gavin, et al to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-39, page 508-510.

Oil, Gas and Mineral Lease dated January 14, 1972, from Mrs. Annie Laurie S. Hearin to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-39, page 506-507.

Oil, Gas and Mineral Lease dated January 17, 1972, from Evans E. Hinton, et ux to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-39, page 605-606.

Oil, Gas and Mineral Lease dated May 4, 1972, from Hilton E. Bryant, et ux to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-41, page 71-72.

Oil, Gas and Mineral Lease dated May 4, 1972, from Mrs. Juanita Hinton Kittrell to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-41, page 171-172.

Oil, Gas and Mineral Lease dated May 4, 1972, from Mrs. Vera Hinton Freeman to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-41, page 173-174.

Oil, Gas and Mineral Lease dated May 4, 1972, from Clyde Truman Hinton to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-41, page 214-215.

Oil, Gas and Mineral Lease dated May 4, 1972, from Mrs. Mary E. Hinton, et al to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-41, page 269-270.

Oil, Gas and Mineral Lease dated May 4, 1972, from Mrs. Jeanette Hinton Kidd to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-41, page 271-272.

Oil, Gas and Mineral Lease dated September 1, 1972, from John T. Guyton to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-42, page 241-243.

Oil, Gas and Mineral Lease dated October 14, 1972, from Mrs. Billie Catherine Saula Short Juhan recorded in the office of the Chancery Clerk of Perry County in Book LD-42, page 345-346.

Glazier Area (Continued)

Oil, Gas and Mineral Lease dated October 9, 1972, from Mrs. Lyndall B. Stevens, et al to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-42, page 347-348.

Oil, Gas and Mineral Lease dated October 20, 1972, from Mrs. Lula Carbray Hayes Rusling to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-42, page 349-50.

Oil, Gas and Mineral Lease dated November 1, 1972, from H. D. Aultman to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-42, page 411-412.

Oil, Gas and Mineral Lease dated January 8, 1973, from Bonnie C. Whitaker to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-42, page 34-35.

Oil, Gas and Mineral Lease dated January 8, 1973, from George D. Hunt to Pelto Oil Company recorded in the office of the Chancery Clerk of Perry County in Book LD-42, page 770-771.

North Pond Area

Oil, Gas and Mineral Lease dated April 17, 1972, from Myrl Larrieu Calver, et al to Pelto Oil Company recorded in the office of the Chancery Clerk of Wilkinson County, Mississippi, in Book 6-N, page 172.

Oil, Gas and Mineral Lease dated July 31, 1973, from Tom Bryan, et al to Pelto Oil Company recorded in the office of the Chancery Clerk of Wilkinson County, Mississippi, in Book 6-S, page 579.

South Muldon Area

Assignment of Overriding Royalty dated March 29, 1974, by Gibraltar Oil Corporation to Pelto Oil Company recorded in Lease Book 62, at page 442 in the records of the office of the Chancery Clerk of Monroe County, Mississippi; LESS AND EXCEPT, that certain Assignment of Overriding Royalty Interest dated April 17, 1974, by Pelto Oil Company to Watson Oil Corporation, recorded in Lease Book 62, at Page 599 in the records of the Chancery Clerk of Monroe County, Mississippi.

Reservation of Overriding Royalty reserved in that certain Assignment of Oil, Gas and Mineral Lease dated March 19, 1974, by Pelto Oil Company to Gibraltar Oil Corporation, recorded in Lease Book 54, at Page 155, in the records of the office of the Chancery Clerk of Monroe County, Mississippi, affecting that certain Oil, Gas and Mineral Lease dated November 10, 1972, by the Federal Land Bank of New Orleans to Neal Clement, as recorded in Lease Book 54, at page 155 in the records of the office of the Chancery Clerk of Monroe County, Mississippi; LESS AND EXCEPT, that certain Assignment of Overriding Royalty Interest dated April 17, 1974, by Pelto Oil Company to Watson Oil Corporation, as recorded in Lease Book 62, at page 599 in the records of the office of the Chancery Clerk of Monroe County, Mississippi.



Hustlar Area

Assignment of Oil, Gas and Mineral Leases dated July 15, 1974, from E. R. Hines, Jr. to Falto Oil Company recorded in the office of the Chancery Clerk of Amite County, Mississippi, in Deed Book 31, page 287-288.

Smithville (Four Mile Creek) Area

Assignment of Oil, Gas and Mineral Leases dated January 13, 1975, from Pruet & Hughes Company to Dale Gas 1972 A, Ltd., et al, recorded in the office of the Chancery Clerk of Monroe County, Mississippi in Lease Record 67, page 110.

Taylorville Area

Assignment of Oil, Gas and Mineral Leases dated January 13, 1975, from Pruet & Hughes Company to Southdown, Inc., et al, recorded in the office of the Chancery Clerk of Smith County, Mississippi in OGM Book 208, page 860-871.

South Taylorville Area

Assignment of Oil, Gas and Mineral Leases dated January 13, 1975, from Pruet & Hughes Company to Southdown, Inc., et al, recorded in the office of the Chancery Clerk of Smith County, Mississippi, in OGM Book 208, page 873-875.

Jamesburg Area

Assignment of Oil, Gas and Mineral Leases dated February 10, 1975, from Homer Lynn, to Southdown, Inc., recorded in the office of the Chancery Clerk of Jasper County, Mississippi, in Book 80, page 752.

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8<sup>th</sup> day of April, 1975, at 9:00 o'clock A.M., and was duly recorded on the 15 day of April, 1975, Book No. 139 on Page 441 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

W. A. SIMS, Clerk

By Shashbury, D. C.

INDEXED

BOOK 139 PAGE 442

NO. 1372

# Natchez Trace <sup>1010</sup> Memorial Park Cemetery

STATE OF MISSISSIPPI  
COUNTY OF MADISON

For and in consideration of the sum of Two Hundred and Fifty dollars

cash in hand paid, receipt of which is hereby acknowledged, NACHEZ TRACE MEMORIAL PARK CEMETERY, INC., a Mississippi corporation, does hereby grant, bargain, sell, convey and warrant unto Walter Moore, Jr. and Kacie M. Moore

as joint tenants with the right of survivorship and not as tenants in common, the following described property located in Madison County, Mississippi, to-wit:

Garden of HONOR  
Section A Plot 60, Lot(s) B5

of Natchez Trace Memorial Park Cemetery, according to the map or plat of said Cemetery of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of this description. In Plat Book 5, page 62.

Said lot is subject to the laws of the State of Mississippi and the rules and regulations of the Cemetery.

Fifteen percent (15%) of the purchase price of this lot will be paid to Deposit Guaranty National Bank, Trustee of Natchez Trace Memorial Park Perpetual Care Trust, to comply with the laws of the State of Mississippi concerning perpetual care cemeteries.

This Deed and the covenants and stipulations contained herein shall be binding upon the heirs, successors, and assigns of the respective parties hereto.

EXECUTED by Natchez Trace Memorial Park Cemetery, Inc: on this sixth day of March, 1975

ATTEST: Judy Harris  
Assistant Secretary

NACHEZ TRACE MEMORIAL PARK CEMETERY, INC.

By: Wayne Donaldson  
Vice-President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Wayne Donaldson and Judy Harris, the Vice-President and Assistant Secretary, respectively, of NACHEZ TRACE MEMORIAL PARK CEMETERY, INC., who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute and deliver the within and foregoing Cemetery Deed for and on behalf of said Cemetery.

WITNESS my hand and seal this twenty-sixth day of March, 1975.

Donaldson  
NOTARY PUBLIC

My Commission Expires:  
March 17 1979

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 8th day of April, 1975 at 9:35 o'clock A.M., and was duly recorded on the 15 day of April, 1975 Book No. 139 on Page 442 in my office.  
Witness my hand and seal of office, this the 15 of April, 1975  
By: W. A. SIMS, Clerk  
Shashung, D. C.

INDEXED

BOOK 139 VOL 443

NO. 1373

WARRANTY DEED

W

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid us and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, GEORGE WASHINGTON and REMBERT WASHINGTON, Grantors, do hereby convey and forever warrant unto ROBERT LEE CARTER and BOBBIE CARTER, Grantees, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 50 feet on the east side of Johnson Avenue and being 4 feet evenly off the north end of Lot 9, and Lot 10, less 4 feet evenly off the north end thereof, Block "B", WASHINGTON SUBDIVISION, Canton, Madison County, Mississippi, according to the map or plat thereof which is on file and of record in Plat Book 5 at Page 10 in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid and as a part of this description.

THE WARRANTY of this conveyance is subject to the following,

to-wit:

1. City of Canton, County of Madison, and State of Mississippi ad valorem taxes for the year 1975 and subsequent years.
2. The exception of all interest in and to all oil, gas, and other minerals.
3. An easement for utilities and drainage over and across five (5) feet off the east end of the above described property as shown on the plat of said subdivision, and the plat of survey prepared by Tyner & Associates, dated March 18, 1975.

BOOK 139 PAGE 443

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

WITNESS OUR SIGNATURES on this the 7th day of April, 1975.

*George Washington*  
George Washington

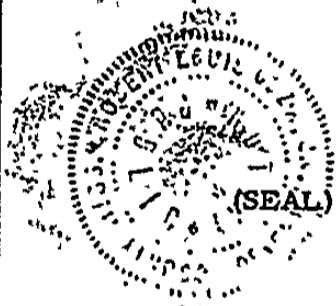
*Rembert Washington*  
Rembert Washington

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, GEORGE WASHINGTON and REMBERT WASHINGTON, who acknowledged to me that they did each sign and deliver the foregoing warranty deed on the date and for the purposes therein set forth.

GIVEN UNDER MY HAND and official seal on this the 7th day of April, 1975.

*Robert Lewis Hoyle*  
Notary Public



MY COMMISSION EXPIRES:

April 25, 1977

STATE OF MISSISSIPPI, County of Madison:

J. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8th day of April, 1975, at 10:15 o'clock A. M., and was duly recorded on the 15 day of April, 1975 Book No. 139 on Page 443 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

W. A. SIMS, Clerk

By *Shashun*, D. C.

W

BOOK 139 PAGE 445  
QUITCLAIM DEED

INDEXED NO. 1375

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, we, J. C. BENNETT and RACHEL BENNETT, husband and wife, do hereby convey and quitclaim unto HUBERT McDONALD and LEWIS McDONALD all of our undivided right, title and interest in and to that real estate situated in Madison County, Mississippi, described as:

The E 1/2 of SE 1/4 of SW 1/4 of Section 3, Township 7 North, Range 1 East, Madison County, Mississippi, containing 20 acres, more or less.

WITNESS our signatures this 4th day of April, 1975.

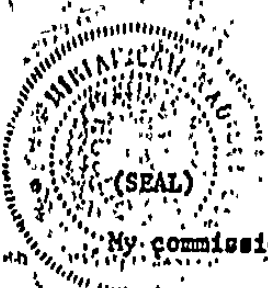
*John C. Bennett*  
J. C. Bennett  
*Rachel Bennett*  
Rachel Bennett

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority to and for the aforementioned jurisdiction, the within named J. C. BENNETT and RACHEL BENNETT, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 4th day of April, 1975.

*Miriam Law*  
Notary Public



My commission expires:  
March 5, 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 8<sup>th</sup> day of April, 1975, at 10:35 o'clock A. M., and was duly recorded on the 15 day of April, 1975, Book No. 139 on Page 445 in my office.

Witness my hand and seal of office, this the 15 of April, 19 75.

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

W

Form 644 Revised  
MEMPHIS OFFICE, JACKSON, MISS.

BOOK 139 PAGE 446  
QUIT CLAIM DEED

The State of Mississippi

County of MADISON

Jackson, MS

INDEXED NO. 1378

For and in consideration of the sum of TEN & no/100 DOLLARS

(\$10.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned

FRANK W. JOHNSON JR. AND WIFE, ALICE VIRGINIA (MIZE) JOHNSON

do hereby convey and quit claim unto GEORGE C. JOHNSON

the following described property situated in MADISON County, Mississippi, to wit:

COMMENCE AT THE NW CORNER OF THE NW 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 3 T7N, R1E, MADISON COUNTY, MISS. AND RUN THENCE EAST 200 FT. TO THE POINT OF BEGINNING, RUN THENCE SOUTH 350 FEET, THENCE EAST 250 FEET, THENCE NORTH 350 FEET, THENCE WEST 250 FEET. SAID PROPERTY BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 3, T7N, R1E, MADISON COUNTY, MISS. AND CONTAINING 2.0 ACRES MORE OR LESS.

ALSO A 1/2 RIGHT, TITLE, AND INTEREST IN AND TO A 25 FOOT RIGHT OF WAY AS RECORDED IN BOOK 122, PAGE 320 IN THE OFFICE OF THE CLERK AT GANTON, MADISON COUNTY, MISS.

Witness OUR signatures, this the 21 day of MARCH, 1975

Witnesses:

Michael R. Wright

Chas. A. Harrison

Frank W. Johnson Jr.

Alice Virginia (Mize) Johnson

STATE OF MISSISSIPPI

COUNTY OF

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

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

Given under my hand and seal of office, this the day of, A. D., 19

Notary Public

My commission Expires

STATE OF MISSISSIPPI

County of.....

BOOK 139 PAGE 447

THIS DAY personally appeared before me, the undersigned authority, in and for said County and State, the within named who acknowledged that ..... signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this..... day of..... A. D., 19.....

(Affix Seal)

Notary Public.

My commission expires.....

STATE OF MISSISSIPPI

County of..... Madison.....

PERSONALLY APPEARED before me, the undersigned authority, in and for said County and State, the within named

..... Mike Wright ..... one of the subscribing witnesses to the within and foregoing instrument, who being first duly sworn, deposes and saith that he saw the within named Frank W. Johnson Jr. & Alice Virginia (miz) Johnson whose names they subscribed thereto, sign and deliver the same to the said Mike Wright.

that he, this affiant subscribed his name as a witness thereto in the presence of the said Frank W. Johnson Jr. & Alice Virginia (miz) Johnson and that he saw the other subscribing witness sign the same in the presence of the said Mike Wright and that the witnesses signed in the presence of each other on the day and year therein named.

Sworn to and subscribed before me, this the 21 day of March, 19 75

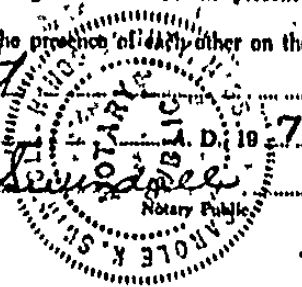
(Affix Seal)

My Comm. Expires May 19, 1977

My commission expires.....

Michael R. Wright

Carole K. Leung



QUIT-CLAIM DEED

FROM

TO

Filed this the..... day of..... 19..... M.

Clerk

State of Mississippi

Madison County

I certify that this Quit-Claim Deed was filed for

record in my office at 9:00 o'clock

9:15 a. M., on the..... day of

April, 19 75, and was duly

recorded on page 446, Book No. 139

in my office.

Witness my hand and seal of office, this 15

day of April, 19 75.

Carole K. Leung, Clerk

By Michael R. Wright, Deputy Clerk.

RETURN TO:  
JIM WALTER HOMES, INC.  
P. O. BOX 22601  
TAMPA, FLORIDA 33622

NO. 1379

STATE OF MISSISSIPPI  
COUNTY OF MADISON

INDEXED

BOOK 139 PAGE 448

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, SINGER HOUSING COMPANY, a Delaware Corporation, d/b/a THE MITCHELL COMPANY (herein called Grantor) does, subject to the matters hereinbelow mentioned, hereby grant and convey unto SINGER MINERAL COMPANY, a Delaware corporation (herein called Grantee), its successors and assigns, all of the oil, gas and other minerals and mineral rights of whatsoever nature or kind owned by Grantor and situated more than 500 feet below the surface of the following described property situated in MADISON County, Mississippi, to wit:

SEE ATTACHED EXHIBIT A

TOGETHER with rights of ingress and egress in the area below 500 feet of the surface, and all easements therein necessary, for the full enjoyment of such oil, gas, minerals and mineral rights, or for the purpose of drilling, mining, exploring, operating, producing, transporting and removing any of same, and also full and sole rights to make and grant oil, gas, and mineral leases with respect to any oil, gas, minerals, mineral rights and easements hereby conveyed; PROVIDED, HOWEVER, no rights are granted or conveyed hereby to use or disturb the Surface (the said surface and the land lying to a dept of 500 feet below said surface being hereing called "Surface"); PROVIDED FURTHER, that any drilling or other operations to explore for or remove any oil, gas or other minerals shall be accomplished (1) by directional drilling from other land, entering the above described land below the Surface or (ii) or by drainage of said oil, gas, or other minerals from said land through a well or wells located on other land; and PROVIDED FURTHER, that Grantee, its successors and assigns, and any lessee or party under any oil, gas or mineral lease or other contract, shall not in any way use, damage, disturb or interfere with or cause any subsidence of, the Surface or any buildings, facilities or other improvements now or hereafter located on or made to same.





TO HAVE AND TO HOLD same unto Grantee, its successors and assigns, subject, nevertheless, to: any easements or rights of way and any outstanding oil, gas and mineral leases, if any, whether recorded or not; any matter of public record that would affect said property or the use thereof; any matters which are visible on the ground; all rights of others with respect to the Surface; and all provisions of the next preceding paragraph hereof.

WITNESS THE SIGNATURE of said corporation by its duly authorized officer this the 29<sup>th</sup> day of March, 1975.

SINGER HOUSING COMPANY  
d/b/a THE MITCHELL COMPANY

BY: E. Allen Sullivan Jr.

ITS: Division Vice President

STATE OF ALABAMA

COUNTY OF MOBILE

PERSONALLY came and appeared before me, the undersigned authority in and for said State and County, E. Allen Sullivan Jr. who acknowledged to me, said authority, that in his capacity as Division Vice President respectively of Singer Housing Company, d/b/a The Mitchell Company, a Delaware Corporation, domiciled at Mobile, Alabama, as and for said corporation, he has signed, executed and delivered the within and foregoing instrument of writing on the day of the date hereof, as and for Singer Housing Company, d/b/a The Mitchell Company's official act and deed and as Division Vice President of said corporation and as and for the act and deed of said corporation; on the day and date thereof.

Given under my hand and official seal, this the 29<sup>th</sup> day of March, 1975.

Jane B. Claypool  
Notary Public  
My Commission Expires July 20, 1976



EXHIBIT "A"

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

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

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9<sup>th</sup> day of April, 1975, at 9:00 o'clock A.M., and was duly recorded on the 15 day of April, 1975, Book No. 139 on Page 448 in my office.

Witness my hand and seal of office, this the 15<sup>th</sup> of April, 1975

W. A. SIMS, Clerk

By [Signature], D. C.

WARRANTY DEED

BOOK 139 PAGE 451

INDEXED

W

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, GUS LUCKETT, do hereby convey and warrant unto GUS LUCKETT and SUSIE B. LUCKETT, husband and wife, as joint tenants with right of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

- NE 1/4 NE 1/4 of Section 35, Township 10 North, Range 4 East, Madison County, Mississippi, containing 40 acres, more or less;

AND ALSO, 6.73 acres, more or less, lying and being situated in the NE 1/4, Section 6, Township 9 North, Range 4 East, Madison County, Mississippi, more particularly described as: Commence at the U. S. Coast and Geodetic Survey Marker, "Sharon Reference Mark 2" and run thence S 02° 21' E 265.2 feet; thence S 38° 46' W 669.0 feet; thence N 87° 24' E 990.0 feet; thence N 82° 32' E 1287.6 feet; thence N 82° 31' E 1830.1 feet; thence N 08° 36' W 56.0 feet; thence N 83° 02' E 60.0 feet to an iron pin set on a fence line on the North margin of Old Mississippi Highway No. 16, the point of beginning; thence N 16° 49' E 559.2 feet to an iron pin set on a fence line, said point being on the South line of the Divine property; thence N 82° 41' E along the South line of said Divine property 462.8 feet along said fence line to an iron pin at a fence corner post, being on the West line of the Alex Johnson property; thence along the West line of said Johnson property S 06° 02' E 514.6 feet along a fence line to an iron pin at a fence corner post on the North margin of said Old Mississippi Highway No. 16, being the Southeast corner of the property purchased by John L. Steen, et ux by deed dated April 7, 1972 and recorded in Book 126 at Page 603 of the records of the Chancery Clerk of Madison County, Mississippi; thence S 83° 02' W 679.9 feet along a fence line on the North margin of said Old Mississippi Highway No. 16 to the point of beginning, containing 6.73 acres, more or less.

WITNESS my signature this the 8<sup>TH</sup> day of APRIL, 1975.

Gus Lockett  
Gus Lockett

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

Given under my hand and official seal this the 8<sup>th</sup> day of April, 1975.

Notary Public  
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 9<sup>th</sup> day of April, 1975 at 10:00 o'clock A.M., and was duly recorded on the 15 day of April, 1975 Book No. 139 on Page 451 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

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

INDEXED

2

WHEREAS, on the 8th day of December, 1972, there was executed by Alice Ruth Rogers, a single person, to Capitol Savings & Loan, a Mississippi Corporation, domiciled at Canton, Mississippi, a certain deed of trust which is recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Book 392, at Page 103 thereof, of the records of Mortgages and Deeds of Trust on Land, which secured an indebtedness therein described; and

WHEREAS, the beneficiary or owner of said Deed of Trust, the Capitol Savings & Loan, a Mississippi Corporation, as aforesaid, did, by instrument duly spread upon the record and recorded in Book 408 at Page 753 thereof in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, substitute in place of Jeff D. Pace, the Trustee named in the above mentioned Deed of Trust, the undersigned COLLINS WOHNER to act as said Substituted Trustee prior to the posting or publication of the Substituted Trustee's Notice of Sale, and

WHEREAS, default was made in the payment of said indebtedness as it fell due; and

WHEREAS, the holder and owner of said indebtedness exercised the option provided for in said deed of trust and promissory note aforesaid secured by the same, and declared the principal of said indebtedness, together with all interest thereon, immediately due and payable; and

WHEREAS, the holder of said indebtedness directed the undersigned, Collins Wohner, Substituted Trustee, to execute this trust in accordance with the terms of the deed of trust and promissory note aforesaid for the purpose of raising said sum so secured and unpaid, together with interest and the expenses of selling same, including Trustee's and attorney's fees; and

WHEREAS, the undersigned, in accordance with the terms of said Deed of Trust aforesaid and the laws of the State of Mississippi, did advertise said sale by publication in the Madison County Herald, a newspaper published in the City of Canton, Madison County, Mississippi, on the following dates, to-wit:

March 13, 1975, March 20, 1975, March 27, 1975 and April 3, 1975; and a copy of said publication is attached hereto; and by posting a copy of said notice on the bulletin board of the Courthouse of Madison County, Mississippi, at Canton, Mississippi, for the time required by law and by the terms of the Deed of Trust aforesaid; and

WHEREAS, the said Notice fixed the 7th day of April, 1975, as the date of sale and the South door of the Courthouse of Madison County, Mississippi, at Canton, Mississippi, as the place of sale, and between the hours of Eleven O'clock A. M. and Four O'clock P. M., being legal hours of sale, as the time of sale, and at public outcry to the highest bidder for cash as the terms of sale; and

WHEREAS, I, the undersigned, COLLINS WOHNER, being the Substituted Trustee, did hereby on Monday being the 7th day of April, 1975, between the hours of Eleven O'clock A. M. and Four O'clock P. M. being legal hours of sale, did offer for sale at public outcry to the highest bidder for cash at the South Door of the Court House of Madison County, Mississippi, at Canton, Mississippi, the within described land and property described and conveyed in said Deed of Trust; and at said sale Capitol Savings & Loan, a Mississippi Corporation, did offer the sum of \$16,589.35 for the said property which was declared to be the highest and best bid for same.

NOW THEREFORE, for and in consideration of the sum of Sixteen Thousand Five Hundred Eighty-Nine and 35/100 Dollars cash in hand paid, the receipt of which is hereby acknowledged, I, the undersigned, COLLINS WOHNER, Substituted Trustee, do hereby sell and convey unto Capitol Savings & Loan, A Mississippi Corporation, the following described lands and property lying and being in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

A lot or parcel of land fronting 63.4 feet on the east side of Second Avenue and being all of Lot 1, Rosebud Park Subdivision, Canton, Madison County, Mississippi, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5, at page 37, reference to which is hereby made.

The undersigned believes that his title as such Substituted Trustee is good, but he does convey only such title as is vested in him by the deed of trust aforesaid.

WITNESS my signature this the 7th day of April, 1975.

Collins Wohner  
COLLINS WOHLNER  
SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said County, the within named Collins Wohner, Substituted Trustee, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned, being authorized so to do.

Given under my hand and seal, this the 7th day of April, 1975.



Willie C. Brash  
NOTARY PUBLIC

My Commission Expires:

March 17, 1976

PASTE PROOF HERE

**SUBSTITUTED TRUSTEE'S NOTICE OF SALE**  
 WHEREAS, on the 8th day of December, 1972, there was executed by Alice Ruth Rogers, a single person, to Capitol Savings & Loan, a Mississippi Corporation, domiciled at Canton, Mississippi, a certain deed of trust, which is recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Book 372, at Page 103 thereof, of the records of Mortgages and Deeds of Trust on Land, which secured an indebtedness therein described; and WHEREAS, the beneficiary or owner of said Deed of Trust, the Capitol Savings & Loan, a Mississippi Corporation, as aforesaid, did, by instrument duly spread upon the record and recorded in Book 408 at Page 753 thereof in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, prior to the posting or publication of this Substituted Trustee's Notice of Sale, substitute in place of Jeff D. Pace, the Trustee named in the above mentioned Deed of Trust, the undersigned COLLINS WOHNER to act as said Substituted Trustee; and WHEREAS, the holder and owner of said indebtedness has exercised the option provided for in said deed of trust and promissory note aforesaid secured by the same, and has declared the principal of said indebtedness, together with all interest thereon, immediately due and payable; and WHEREAS, the holder of said indebtedness, directed the undersigned, Collins Wohner, Substituted Trustee, to execute this trust in accordance with the terms of the deed of trust and promissory note aforesaid for the purpose of paying said sum so secured and unpaid, together with interest and the expense of selling same, including Trustee's and attorney's fees; NOW, THEREFORE, I, the undersigned, COLLINS WOHNER, being the Substituted Trustee, do hereby give notice that on Monday being the 7th day of April, 1975, between the hours of Eleven O'clock A.M. and Four O'clock P.M., being legal hours of sale, I will proceed to sell at public outcry to the highest bidder for cash at the South Door of the Court House of Madison County, Mississippi, at Canton, Mississippi, the following described land and property described and conveyed in said Deed of Trust, lying and being in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit: A lot or parcel of land fronting 63 feet on the east side of Second Avenue and being all of Lot 1, Rosebud Park Subdivision, Canton, Madison County, Mississippi, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5, at Page 37, reference to which is hereby made. The undersigned believes that his title as such Substituted Trustee is good, but he will convey only such title as is vested in him by the deed of trust aforesaid. WITNESS my signature this 10 day of March, 1975.  
 COLLINS WOHNER  
 SUBSTITUTED TRUSTEE  
 March 13, 20, 27, April 3, 1975

THE STATE OF MISSISSIPPI,  
 MADISON COUNTY.

Personally appeared before me, \_\_\_\_\_

a Notary Public of the City of Canton, Madison County, Mississippi, JOE DOVE, Publisher of the MADISON COUNTY HERALD, a weekly newspaper published in the City of Canton, Madison County, Mississippi, who being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspaper as follows:

Date March 13 1975  
 Date March 20 1975  
 Date March 27 1975  
 Date April 3 1975  
 Date \_\_\_\_\_ 197\_\_\_\_

Number Words 498

Published 4 Times

Printer's Fee \$ 74.70

Making Proof \$ 1.00

Total \$ 75.70

(Signed) [Signature] Publisher

Sworn to and subscribed before me this 3

day of April 1975

W. A. Sims, Chancery Clerk  
 Notary Public

By V. R. Snyder DC

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9<sup>th</sup> day of April, 1975 at 10:05 o'clock A.M., and was duly recorded on the 15 day of April, 1975, Book No. 139 on Page 452 in my office.

Witness my hand and seal of office, this the 15 of April, 1975.

W. A. SIMS, Clerk

By [Signature], D. C.

INDEXED

1063

W

# Natchez Trace Memorial Park Cemetery

NO. 139

## VETERAN'S CEMETERY DEED

For and in consideration of the sum of Thirty-seven and 50/100 Dollars (\$37.50) paid to Deposit Guaranty National Bank, Trustee of Natchez Trace Memorial Park Cemetery Perpetual Care Trust, NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC., a Mississippi corporation, hereby grants, conveys and warrants unto ROBERT M. THOMAS, a Veteran of service in the Armed Forces of the United States of America, the following described property located in Madison County, Mississippi, to-wit:

Garden of HONOR .....

Section "A" Plot 57 Lot(s) B-2

of Natchez Trace Memorial Park Cemetery, according to the map or plat of said Cemetery of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of this description, **In Plat Book 5, page 62.**

Said lot is donated to the Veteran exclusively for purposes of his or her burial, subject to the laws of the State of Mississippi and the rules and regulations of the Cemetery, and if the lot is not used by the named Veteran then title thereto shall revert to the Cemetery.

The cash paid to Deposit Guaranty National Bank, Trustee, represents fifteen percent (15%) of the normal purchase price of this lot and payment of said sum complies with the laws of the State of Mississippi concerning perpetual care cemeteries.

Title to the above lot is not transferable, except that the Veteran may convey it to the Cemetery as consideration for conveyance of a lot to the Veteran as a part of the Veteran's family estate lot.

This Deed and the covenants and stipulations contained herein shall be binding upon the heirs, successors, and assigns of the respective parties hereto.

EXECUTED by Natchez Trace Memorial Park Cemetery, Inc. on this Sixth day of March, 1975

ATTEST: Judy Harris  
Assistant Secretary

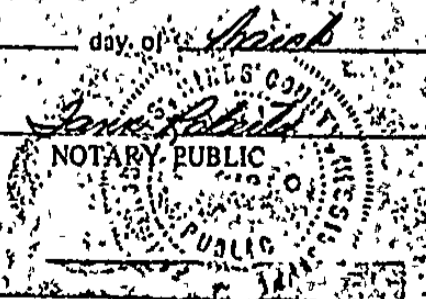
NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC.

By [Signature]  
Vice-President

STATE OF MISSISSIPPI  
COUNTY OF HINDS.

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Judy Harris and [Signature], the Vice-President and Assistant Secretary, respectively, of NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC., who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute and deliver the within and foregoing Cemetery Deed for and on behalf of said Cemetery.

WITNESS my hand and seal this 6th day of April, 1975



My Commission Expires: 9-7-77

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 9th day of April, 1975, at 10:20 o'clock A., and was duly recorded on the 15 day of April, 1975, Book No. 139 on Page 456 in my office.

Witness my hand and seal of office, this the 15th day of April, 1975

By [Signature], D. C.



INDEXED

BOOK 189 PAGE 457

1064 ✓

# Natchez Trace Memorial Park Cemetery

NO. 1390

STATE OF MISSISSIPPI  
COUNTY OF MADISON

For and in consideration of the sum of Two Hundred Fifty dollars

cash in hand paid, receipt of which is hereby acknowledged, NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC., a Mississippi corporation, does hereby grant, bargain, sell, convey and warrant unto Robert M. Thomas and

Nannie R. Thomas

as joint tenants with the right of survivorship and not as tenants in common, the following described property, located in Madison County, Mississippi, to-wit:

Garden of HONOR

Section "A" Plot 57 Lot(s) B-3

of Natchez Trace Memorial Park Cemetery, according to the map or plat of said Cemetery of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of this description in Plat Book 5, page 62.

Said lot is subject to the laws of the State of Mississippi and the rules and regulations of the Cemetery.

Fifteen percent (15%) of the purchase price of this lot will be paid to Deposit Guaranty National Bank, Trustee of Natchez Trace Memorial Park Perpetual Care Trust, to comply with the laws of the State of Mississippi concerning perpetual care cemeteries.

This Deed and the covenants and stipulations contained herein shall be binding upon the heirs, successors, and assigns of the respective parties hereto.

EXECUTED by Natchez Trace Memorial Park Cemetery, Inc. on this Sixth

day of March, 1975

ATTEST: Judy Harris  
Assistant Secretary

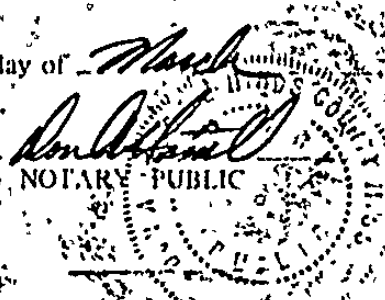
NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC.

By F. Wayne Donaldson  
Vice-President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, F. Wayne Donaldson and Judy Harris, the Vice-President and Assistant Secretary, respectively, of NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC., who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute and deliver the within and foregoing Cemetery Deed for and on behalf of said Cemetery.

WITNESS my hand and seal this 26th day of March, 1975



My Commission Expires:  
My Commission Expires March 17, 1979

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 9th day of April, 1975, at 10:20 o'clock A. M., and was duly recorded on the 15th day of April, 1975 Book No. 139 on Page 457 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

W. A. SIMS, Clerk

By [Signature], D. C.

BOOK 139 PAGE 458

INDEXED

1393

8681 ON

WARRANTY DEED

For a valuable consideration not necessary here to mention cash in hand paid to the grantor by the grantees herein, the receipt of which is hereby acknowledged, and the further consideration of Ten Thousand Eight Hundred Dollars (\$10,800.00) with interest and incidents due grantor by the grantees herein as evidenced by promissory note described in and secured by purchase money deed of trust of even date herewith, I, MACE M. JACKSON, a widow, do hereby convey and warrant unto REUBEN B. MYERS and WILLIE MAE MYERS as joint tenants with rights of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lots Ten (10) and Nine (9) of Block "C" of CANTON HEIGHTS, an addition to the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said addition now on file in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description; LESS AND EXCEPT THEREFROM a parcel of land seventy (70) feet in width evenly off the west side thereof.

This conveyance is executed subject to:

- (1) Zoning Ordinance of the City of Canton, Mississippi.
- (2) Ad valorem taxes for the year 1975 which grantees assume by the acceptance of this conveyance.
- (3) Easement for use and maintenance of sewer line now crossing the above described property as reserved by the grantor in that deed executed by H. W. Jackson to Clifton Green and Odie Mae Green, dated November 26, 1965, recorded in Land Record Book 99 at Page 495 thereof in the Chancery Clerk's Office for said County.
- (4) Exception of such oil, gas, and mineral rights as may now be outstanding of record.

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

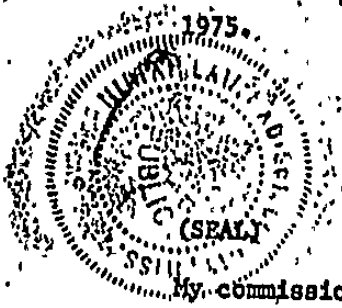
WITNESS my signature this 9th day of April, 1975.

  
Mace M. Jackson

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

Given under my hand and official seal this the 9th day of April



Muriam Law  
Notary Public

My commission expires:  
March 5, 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 9th day of April, 1975 at 11:20 o'clock A.M.,  
and was duly recorded on the 15 day of April, 1975, Book No. 139 on Page 458  
in my office.

Witness my hand and seal of office, this the 15 of April, 1975

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

INDEXED

NO. 1394

BOOK 139 PAGE 460

STATE OF MISSISSIPPI,  
MADISON COUNTY.

In consideration of \$5.00 paid to me by my brother, JOHN L. WORTHY, and other good and valuable considerations, receipt of which is hereby acknowledged, I hereby convey and warrant unto him the North one-fourth (1/4) of that one (1) acre in Section 21, Township 8 North, Range 3 East, Madison County, Mississippi, conveyed by him to me by deed dated the 28th day of August, 19 72 recorded in Book 128, Page 175 of the land records of Madison County, Mississippi, with such means of access as now exist.

This April 9, 1975.

*Ernestine Worthy*  
ERNESTINE WORTHY

STATE OF MISSISSIPPI,  
MADISON COUNTY.

THIS DAY PERSONALLY appeared before me, the undersigned authority in and for the above County and State, ERNESTINE WORTHY, an unmarried woman, 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 9<sup>th</sup> day of April, 1975.

MY COMMISSION EXPIRES: 1-1-76

*W. A. Sims - Chancery Clerk*  
*by Rita J. Wright, D.C.*

STATE OF MISSISSIPPI, County of Madison:  
J. W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9<sup>th</sup> day of April, 1975, at 11:40 o'clock a.m., and was duly recorded on the 15 day of April, 1975, Book No. 139 on Page 460 in my office.  
Witness my hand and seal of office, this the 15 of April, 1975  
By *W. A. Sims*, Clerk  
*W. A. Sims*, D. C.

INDEXED

STATE OF MISSISSIPPI

NO. 1395

COUNTY OF MADISON

BOOK 139 PAGE 461

KNOW ALL MEN BY THESE PRESENTS: That P. W. BOZEMAN and DUDLEY BOZEMAN, owners of "BOZEMAN FARMS" and residents of the County of Madison, State of Mississippi, do hereby grant to INTERNATIONAL PAPER COMPANY, its successors and assigns, a right of way for the purpose of constructing and maintaining a private road across the following described property belonging to the Grantors, situated in the County of Madison, State of Mississippi, to-wit:

A forty (40) foot wide right of way across the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  and the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 9, Township 8 North, Range 2 West; and the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of Section 4, Township 8 North, Range 2 West; and the SW $\frac{1}{4}$  of Section 33, Township 9 North, Range 2 West. All in Madison County, Mississippi.

TO HAVE AND TO HOLD the same unto INTERNATIONAL PAPER COMPANY, its successors and assigns, subject to the terms and conditions herein stipulated.

International Paper Company is granted the right to construct and maintain a road across said property for the benefit of said International Paper Company, its employees and agents, and said employees and agents of International Paper Company have the right to pass on foot, on horseback, in vehicles of all kinds across said property, and International Paper Company is granted the right to use the road so constructed in all of its operations in connection with its logging operations and its operations in cutting, producing and hauling wood and other forest products.

The Grantor herein shall also have the right to use any roads so constructed by International Paper Company.

It is distinctly understood and agreed that nothing herein contained shall operate as a dedication to public use of any roads so constructed and maintained by International Paper Company.

International Paper Company shall not be liable for any loss or damage sustained by anyone using any road so constructed by it on said property, and likewise, the Grantor herein, shall not be liable for any loss or damage sustained by anyone using any road so constructed by it on said property, and likewise, the Grantor herein, shall not be liable for any loss or damage sustained by International Paper Company or any of its agents or employees or any other person in using any road so constructed by International Paper Company.

The rights herein granted to International Paper Company shall remain in force and effect as long as any road so constructed by it is used by International.

DONE AND SIGNED in the presence of the undersigned witnesses this the 3rd day of March, 1975.

WITNESSES:

[Signature]  
\_\_\_\_\_

P. W. BOZEMAN

[Signature]  
\_\_\_\_\_ Grantor

DUDLEY BOZEMAN

[Signature]  
\_\_\_\_\_ Grantor

STATE OF MISSISSIPPI

COUNTY OF MADISON

BEFORE ME, the undersigned authority, personally came and appeared the undersigned subscribing witness to the signatures of P. W. Bozeman and Dudley Bozeman, the Grantors named in the foregoing instrument of their own free will and accord in the presence of Affiant and of the other attesting witness.

[Signature]  
Subscribing Witness

Sworn to and subscribed before me this the 3rd day of March, 1975.

1975.



Barbara C. Edlin  
NOTARY PUBLIC

My Commission Expires October 28, 1978

STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of April, 19 75 at 12:40 o'clock P.M., and was duly recorded on the 15 day of April, 19 75 Book No. 139 on Page 461 in my office.

Witness my hand and seal of office, this the 15 of April, 19 75

By W. A. Sims, D. C.

W

BOOK 138 PAGE 468

WARRANTY DEED

INDEXED

NO. 1207

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, the undersigned CLARENCE TAYLOR, CATHERINE TAYLOR, and ETTA WEBSTER, Individually; and CLARENCE TAYLOR and ETTA WEBSTER as the sole heirs at law of MOSE WEBSTER, who died intestate in Madison County, Mississippi in 1958, do hereby sell, convey, and warrant unto WALTER L. CROCKETT and MAMIE B. CROCKETT, as joint tenants with right of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Being situated in the SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 4, T7N-R1E, Madison County, Mississippi and being more particularly described as follows:

Beginning at the center of said Section 4; thence run West along an old fence 641.01 feet; thence North 00 degrees 26 minutes West 1311.16 feet; thence North 89 degrees 45 minutes East along an old fence and the South right of way of a 50 foot gravel road 633.4 feet; thence South 00 degrees 26 minutes East along an old fence 1311.16 feet to the point of beginning containing 19.2 acres.

Excepted from the warranty of this conveyance are all oil, gas, or other minerals on or under the described property.

WITNESS OUR SIGNATURES this 2 day of April, 1975.

Clarence Taylor  
CLARENCE TAYLOR

Catherine Taylor  
CATHERINE TAYLOR

Etta Webster  
ETTA WEBSTER

Clarence Taylor  
CLARENCE TAYLOR

Etta Webster  
ETTA WEBSTER

SOLE HEIRS AT LAW OF MOSE WEBSTER

STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY appeared before me the undersigned authority in and for the county aforesaid CLARENCE TAYLOR, CATHERINE TAYLOR, and ETTA WEBSTER, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 9<sup>th</sup> day of

April, 1975.



W. A. Sims  
NOTARY PUBLIC

My commission expires:

7-22-78

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 9<sup>th</sup> day of April, 1975, at 1:50 o'clock P. M., and was duly recorded on the 15 day of April, 1975 Book No. 139 on Page 464 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

W. A. SIMS, Clerk

By W. A. Sims, D. C.



BOOK 139 PAGE 468

WARRANTY DEED

INDEXED NO. 1403

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, the undersigned CLARENCE TAYLOR, CATHERINE TAYLOR, and ETTA WEBSTER, Individually; and CLARENCE TAYLOR and ETTA WEBSTER as the sole heirs at law of MOSE WEBSTER, who died intestate in Madison County, Mississippi in 1958 do hereby sell, convey, and warrant unto SAM COBBINS, JR. and DAISY B. COBBINS, as joint tenants with right of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Being situated in the SE $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 4, T7N-R1E, Madison County, Mississippi and being more particularly described as follows:

Commencing at the center of said Section 4; thence run West along an old fence 641.01 feet to the point of beginning; thence continue West along an old fence 643.49 feet; thence North 1308.3 feet; thence North 89 degrees 45 minutes East along an old fence and the South right of way of a 50 foot gravel road 633.4 feet; thence South 00 degrees 26 minutes East 1311.16 feet to the point of beginning containing 19.2 acres.

Excepted from the warranty of this conveyance are all oil, gas or other mineral on or under the described property.

WITNESS OUR SIGNATURES this 9 day of April, 1975.

Clarence Taylor  
CLARENCE TAYLOR

Catherine Taylor  
CATHERINE TAYLOR

Etta Webster  
ETTA WEBSTER

BOOK 139 PAGE 465

Clarence Taylor  
CLARENCE TAYLOR

Etta Webster  
ETTA WEBSTER

SOLE HEIRS AT LAW OF MOSE WEBSTER

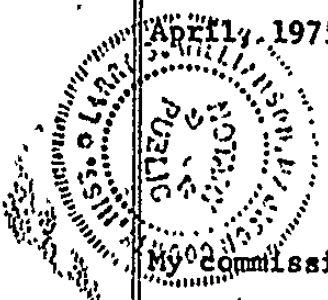
STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY appeared before me the undersigned authority in and for the county aforesaid CLARENCE TAYLOR, CATHERINE TAYLOR, and ETTA WEBSTER, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 9th day of

April, 1975.



James S. Williams  
NOTARY PUBLIC

My commission expires:

7-27-78

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 9th day of April, 1975, at 1:50 o'clock P. M., and was duly recorded on the 15 day of April, 1975 Book No. 139 on Page 465 in my office.

Witness my hand and seal of office; this the 15 of April, 1975

W. A. SIMS, Clerk

By Shashney, D. C.



No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated January 30, 1975.

UNITED STATES OF AMERICA

By C. G. Deaton  
Acting State Director  
Farmers Home Administration  
United States Department of Agriculture

ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
                                  ) SS  
COUNTY OF HINDS        )

On this 30th day of January, 1975, before me the undersigned duly qualified and acting Notary Public in and for the County and State aforesaid, personally appeared C. G. DEATON to me well known to be the person whose name is subscribed to the foregoing Quit-claim Deed as the Acting State Director of the Farmers Home Administration, United States Department of Agriculture, and acknowledged to me that he signed, executed and delivered the said deed in the capacity therein stated as his free and voluntary act and deed and as the free and voluntary act and deed of the United States of America, for the uses, purposes and consideration therein mentioned and set forth.

*J.H.A. 121  
C.G. Deaton, MS. 840*

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



Marie H. Taylor  
Notary Public  
Marie H. Taylor

My Commission Expires:

June 26, 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 9th day of April, 1975, at 1:50 o'clock P.M., and was duly recorded on the 15th day of April, 1975 Book No. 139 on Page 467 in my office.

Witness my hand and seal of office, this the 15th of April, 1975

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

NO 1409  
INDEXED

BOOK 139 PAGE 469

TRUSTEE'S DEED

W  
WHEREAS, on July 15, 1974, Imperial Group, Ltd., a Georgia corporation, executed a certain deed of trust to William C. Smith, Jr., Trustee for the benefit of United Jersey Mortgage Company, which deed of trust is recorded in Deed of Trust Book 404 at page 498 in the office of the Chancery Clerk of Madison County, State of Mississippi, said deed of trust conveying in trust the hereinafter described property; and

WHEREAS, default having been made in the terms and conditions of said deed of trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms of said deed of trust, United Jersey Mortgage Company, the legal holder of said indebtedness, having requested the undersigned Trustee to execute the trust and sell said land and property in accordance with the terms of said deed of trust and for the purpose of raising the sums due thereunder, together with attorney's fees, trustee's fees and expense of sale; and

WHEREAS, the undersigned Trustee in accordance with the terms of the deed of trust and the laws of the State of Mississippi did advertise said sale in Madison County Herald, a newspaper published in the City of Canton, State of Mississippi on the following dates, to-wit: March 13, March 20, March 27 and April 3, 1975; which is more fully shown by the original Proof of Publication, which is attached hereto as Exhibit "A" and is made a part hereof as if copied in full herein; and by posting on the 6th day of March, 1975, a copy of said notice on the Bulletin Board of the Court House of Madison County, Mississippi at Canton; and

WHEREAS, on the 3rd day of April, 1975, at the South front door of the County Court House of Madison County, Mississippi at Canton, between the hours of 11:00 A.M. and 4:00 P.M., I, the undersigned Trustee, did offer for sale at public outcry and did sell to the highest and best bidder for cash the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

A parcel of land lying and being situated in the SW 1/4 of the SW 1/4 and the SE 1/4 of the SW 1/4 of Section 32, T7N, R2E, Madison County, Mississippi and also being a part of Lots 4, 5 and 6 and all of Lot 3, Block "42", Highland Colony a subdivision according to the map or plat thereof on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi and being more particularly described as follows:

Commencing at a nail found on the survey in the Centerline of Pear Orchard Road, said nail marking the NW Corner of the SW 1/4 of the SW 1/4 of Section 32, T7N, R2E; run thence N 89°57' E, 20.00' to an iron pin set on this survey and the point of beginning; continue thence N 89°57' E, 1,393.05' along the North line of the SW 1/4 of the SW 1/4 of Section 32, T7N, R2E, Madison County, Mississippi as affixed by a Final Decree of the Chancery Court of Madison County, Mississippi and recorded in Book 68, at page 379, and along the North line of the SE 1/4 of the SW 1/4 of Section 32, T7N, R2E, to an iron pin set on this survey; run thence S 0°01' W, 1,306.30' to an iron pin set on this survey in the Northerly right of way line of County Line Road; run thence S 89°55' W, 407.80' along the Northerly right of way line of County Line Road to an iron pin found on this survey marking the SE corner of Parcel I as described in the Deed of Trust from Pear Orchard Square to Larwin Mortgage Investors recorded in Book 387 at page 29 of the records of Madison County, Mississippi; run thence N 0°03' W, 560.00' to an iron pin found on this survey marking the Northeasternmost corner of Parcel I, run thence S 89°46' W 150.00' along a Northern line of Parcel I to an iron pin found on this survey, run thence S 0°14' E, 200.00' to an iron pin set on this survey, along an Easterly boundary of Parcel I; run thence S 89°46' W 834.30' along a Northerly boundary of Parcel I to an iron pin set on this survey in the Easterly right of way line of Pear Orchard Road; run thence N 0°03' W, 949.40' along the Easterly R.O.W. line of Pear Orchard Road to the point of beginning.

THE UNDERSIGNED TRUSTEE offered the aforesaid property for sale at public outcry as set forth above, and there appeared at said sale, United Jersey Mortgage Company bidding the sum of \$2,700,000.00, for all of the above described property, and said property was struck off to United Jersey Mortgage Company for said amount, and said bidder was declared the purchaser thereof.

NOW, THEREFORE, in consideration of the premises and the sum of \$2,700,000.00, cash in hand paid, the receipt of which is hereby acknowledged, I do hereby sell and convey to United Jersey Mortgage Company all of the above described property, conveying only such title as is vested in me as Trustee.

WITNESS MY SIGNATURE this the 4<sup>th</sup> day of April, 1975.

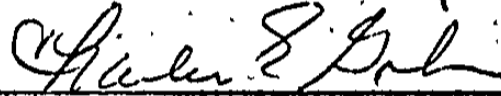
  
WILLIAM C. SMITH, JR., TRUSTEE

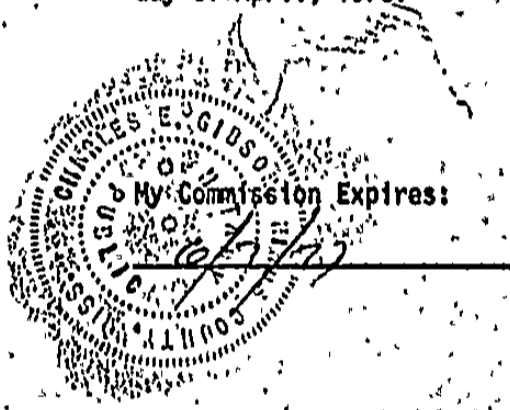
STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, and while within my official jurisdiction, William C. Smith, Jr., Trustee in the above and foregoing instrument of writing, who acknowledged that he, as Trustee, signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

Witness my signature and official seal of office this the 4<sup>th</sup> day of April, 1975.

  
NOTARY PUBLIC



STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 139 PAGE 472

AFFIDAVIT

PERSONALLY appeared before me, Bobby L. Covington, the undersigned authority, in and for the jurisdiction aforesaid, the party whose name is subscribed hereto, Ernest J. Altobelli who did under oath state the following to be true and correct to the best of his knowledge and belief.

THAT on July 15, 1974 Imperial Group, Ltd., a Georgia corporation, executed a deed of trust to William C. Smith, Jr., trustee for the benefit of United Jersey Mortgage Company, which deed of trust is of record in the office of the Chancery Clerk of Madison County in deed of trust Book 404, page 498; and

THAT the said Imperial Group, Ltd. defaulted in its obligations to United Jersey Mortgage Company and the said United Jersey Mortgage Company requested the said trustee to foreclose on the property as described in said deed of trust book aforementioned, the property generally being known as Hickory Knoll Apartments; and

THAT pursuant to the request of the mortgage company, William C. Smith, Jr. did foreclose and the property was sold and conveyed to United Jersey Mortgage Company for the sum of \$ 2,700,000.00 said foreclosure being held on the 3rd day of April, 1975 at about 1:00 P. M.; and

THAT the undersigned was advised on Monday, April 7th that there had been a deed filed covering the above described property from Imperial Hickory Knoll Apartments, Ltd., a Georgia limited partnership, to United Jersey Mortgage Company, said deed being dated March 26, 1975, filed March 28, 1975 at 3:45 P.M. and recorded in Book 139 at page 293; and

THAT the undersigned has had no contractual relationship with said Imperial Hickory Knoll Apartments, Ltd. Further that United Jersey Mortgage Company has had no agreement relative to a deed in lieu of foreclosure; and

THAT Imperial Group, Ltd. was obligated to United Jersey Mortgage Company at the time of the foreclosure above mentioned and is still obligated to said mortgage company; that said mortgage company has had no agreement with said Imperial Hickory Knoll Apartments, Ltd. relative to the foreclosure



and that there has been no conveyance from Imperial Group, Ltd. to said Imperial Hickory Knoll Apartments, Ltd. within the knowledge of the affiant; That there remains a deficiency in the amount of \$497,112.30.

That the said deed from Imperial Hickory Knoll Apartments, Ltd. to United Jersey Mortgage Company was filed without the knowledge and consent of the undersigned and without any approval of the undersigned and hereby affirms that the filing of said deed recorded in Book 139 at page 293 constitutes a cloud on the title of the said United Jersey Mortgage Company.

FURTHER, that the Trustee's Deed to which this affidavit is attached constitutes the conveyance and means by which the said United Jersey Mortgage Company became vested with title, and by no other;

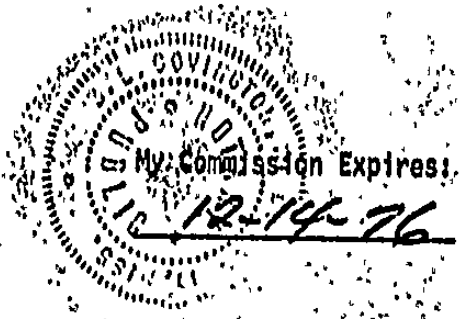
AND FURTHER the affiant saith not.

WITNESS my signature this the 7th day of April, 1975.

*Ernest J. Altobell*  
ERNEST J. ALTOBELL, President  
UNITED JERSEY MORTGAGE COMPANY

Sworn to and subscribed this the 7th day of April, 1975.

*J. R. Crumley*  
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 10 day of April, 1975, at 8:00 o'clock A.M., and was duly recorded on the 15 day of April, 1975, Book No. 139 on Page 469 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

W. A. SIMS, Clerk

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

BOOK 139 PAGE 474

WARRANTY DEED

NO 1410

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, JOHN GUSSIO BUILDERS, INC., a Mississippi corporation, does hereby sell, convey and warrant unto GERALD T. PHILLIPS and wife, DIANE A. PHILLIPS, as joint tenants with the full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Eight (8), PEAR ORCHARD, PART TWO (2), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5 at Page 46 thereof, reference to which map or plat is here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1975 are to be prorated between the Grantor and the Grantees herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor, this the 2nd day of April, 1975.

JOHN GUSSIO BUILDERS, INC.

BY:

  
John F. Gussio, Jr., President

STATE OF MISSISSIPPI

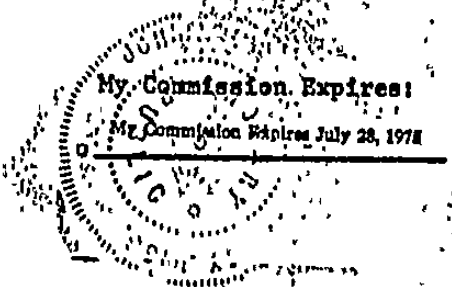
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named John F. Gussio, Jr., who acknowledged to me that he is the President of John Gussio Builders, Inc., a Mississippi corporation, and that he, for and on behalf of said corporation

signed and delivered the above and foregoing instrument of writing on the date therein set forth for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

GIVEN under my hand and official seal of office, this the 2nd day of April, 1975.

John M. Culbert  
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 10<sup>th</sup> day of April, 1975, at 9:00 o'clock A.M., and was duly recorded on the 15 day of April, 1975 Book No. 139 on Page 474 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

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

BOOK 139 PAGE 478

BOOK 121 PAGE 232

No. 1411

INDEXED NO. 233

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars.

(\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we the undersigned, HILLARD W. BLACKLEDGE and wife, JEAN JORDAN BLACKLEDGE, being one and the same person as JEAN JORDAN McALPIN do hereby sell, convey and warrant unto BART B. CLARK the following described property being situated in the E 1/2 of the E 1/2 of Section 8, T8N-R1W, Madison County, Mississippi and being more particularly described as follows, to-wit:

Commence at an iron bar marking the intersection of the North R. O. W. of Cox Ferry Road with the West R. O. W. of U. S. Highway 49, which said point is 112.2 feet S 0° 34' E and 683.43 feet N 89° 58' E of the apparent NW corner of the NE 1/4 of the SE 1/4 of said Section 8, T8N, R1W, and run thence Northwesterly along the arc of a curve in the West R. O. W. line of U. S. Highway 49, 500.00' to an iron bar marking the NE corner of the Private School property as recorded in DB 118 page 765 of the Chancery Records of Madison County, Mississippi and the Point of Beginning for the property herein described. Run thence South 89° 58' West, along the North boundary of the said Private School property, 683.43' to an iron bar on the East boundary of the private school property as recorded in DB 118 page 768 of the said Chancery Records; run thence North 0° 34' West, along the East boundary of the said private school property, 338.37' to an iron bar; run thence North 89° 58' East, 548.21' to the West R. O. W. line of U. S. Highway 49; run thence Southeasterly, along the arc of a 1.00880° curve in the said West R. O. W. line, 365.7' to the Point of Beginning; said curve in having a radius of 5679.58' and a chord bearing and distance of South 22° 17' East, 365.65', according to a map or plat thereof and attached hereto as Exhibit "A" and made a part hereof by reference,

It is intended by the Grantors herein to convey all of that property acquired by Mrs. Jean Jordan McAlpin in that certain

BOOK 139 PAGE 477

BOOK 121 PAGE 233

Deed dated February 23, 1968 and recorded in the office of the Chancery Clerk of Madison County, Mississippi in Land Deed Book 100 at Page 475 thereof, whether correctly described herein or not. This conveyance and the warranty hereof are subject to a lien of the 1971 Ad Valorem Taxes which are to be assumed by the Grantee herein.

WITNESS OUR SIGNATURES this the 20<sup>th</sup> day of January, 1971.

*Hillard W. Blackledge*  
HILLARD W. BLACKLEDGE

*Jean Jordan Blackledge*  
JEAN JORDAN BLACKLEDGE

STATE OF MISSISSIPPI

COUNTY OF ~~MADISON~~ <sup>Hinds</sup> <sub>299</sub>

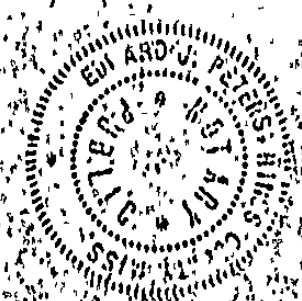
Personally appeared before me the undersigned authority in and for the aforesaid jurisdiction, the within named Hillard W. Blackledge and wife, Jean Jordan Blackledge, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of office this the 20<sup>th</sup> day of January, 1971.

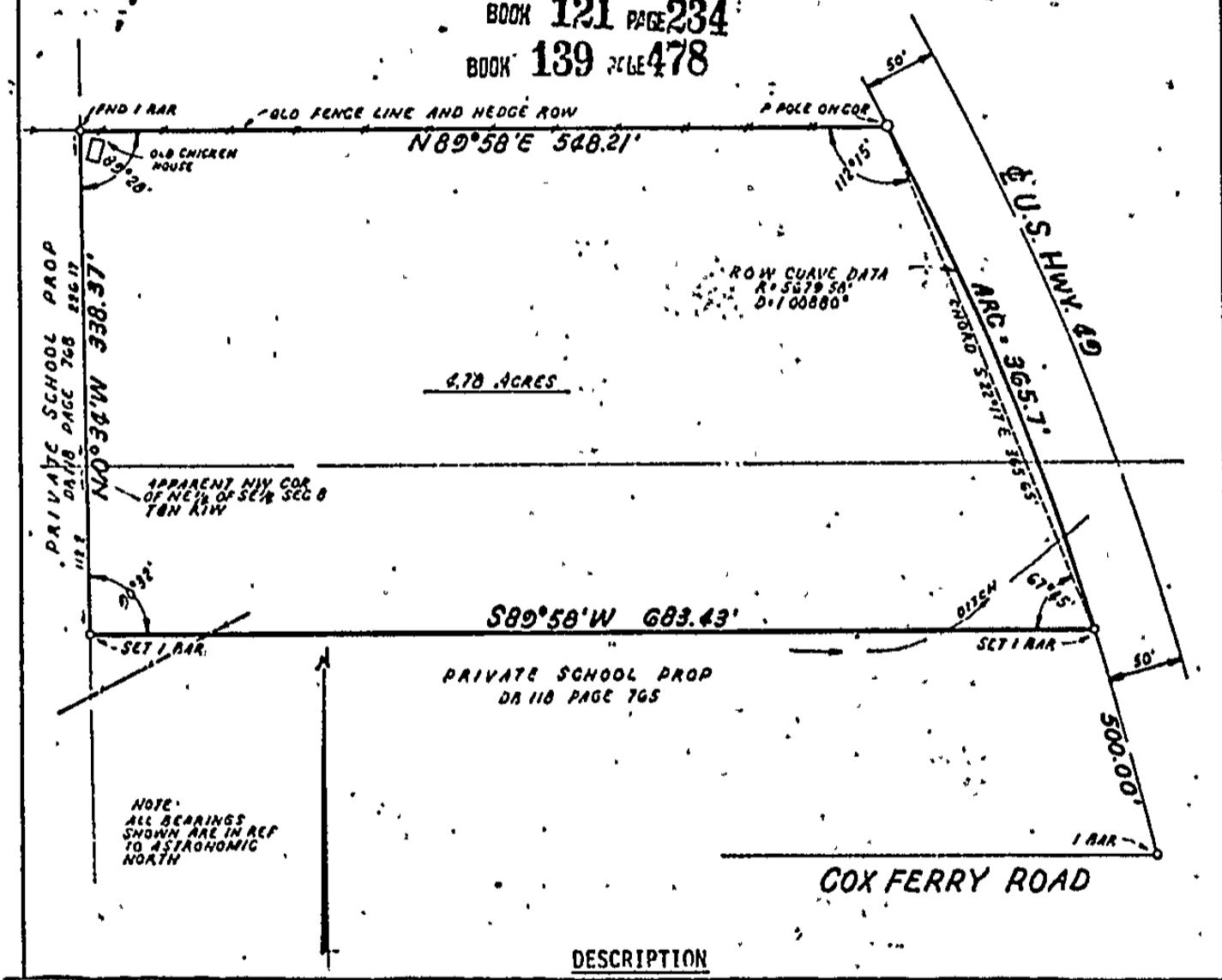
*Z. J. Carter*  
NOTARY PUBLIC

My Commission Expires:

9-9-72



BOOK 121 PAGE 234  
BOOK 139 PAGE 478



DESCRIPTION

DESCRIPTION

Being situated in the E1/2 of the E1/2 of Section 8, T8N-R1W, Madison County, Mississippi and being more particularly described as follows:

BOOK 139 PAGE 479

Commence at an iron bar marking the intersection of the North R.O.W. of Cox Ferry Road with the West R.O.W. of U.S. Highway 49 and run thence North-westerly along the arc of a curve in the West R.O.W. line of U.S. Highway 49, 500.00' to an iron bar marking the NE corner of the Private School property as recorded in DB 118 page 765 of the Chancery Records of Madison County, Mississippi and the Point of Beginning for the property herein described. Run thence South 89°58' West, along the North boundary of the said Private School property, 683.43' to an iron bar on the East boundary of the private school property as recorded in DB 118 page 768 of the said Chancery Records; run thence North 0°34' West, along the East boundary of the said private school property, 338.37' to an iron bar; run thence North 89°58' East, 548.21' to the West R.O.W. line of U.S. Highway 49; run thence Southeasterly, along the arc of a 1.00880° curve in the said West R.O.W. line, 365.7' to the Point of Beginning; said curve in having a radius of 5679.58' and a chord bearing and distance of South 22°17' East, 365.65'.

PLAT OF SURVEY  
FOR

**BART CLARK**

SITUATED IN THE E 1/2 OF SECTION 8, T8N-R1W  
MADISON COUNTY, MISS.

ROBERT M. CASE  
REGISTERED LAND SURVEYOR  
JACKSON, MISS. SCALE 1"=100' JAN 16, 1971

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 27 day of January, 1971, at 9:00 o'clock A.M., and was duly recorded on the 2 day of Feb., 1971, Book No. 121 on Page 232 in my office.

Witness my hand and seal of office, this the 2 of February, 1971.

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

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10<sup>th</sup> day of April, 1975, at 9:00 o'clock A.M., and was duly recorded on the 15 day of April, 1975 Book No. 139 on Page 426 in my office.

Witness my hand and seal of office, this the 15 of April, 1975.

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

W

INDEXED

BOOK 139 PAGE 480  
WARRANTY DEED

NO. 1429

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, H. G. RANDEL (a/k/a HUGH GRAFTON RANDEL), do hereby convey and warrant unto CANTON PLATING COMPANY, a Mississippi corporation, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

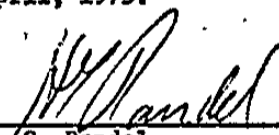
A parcel of land being 175 feet evenly off of the south end of Lots 61, 62, and 63 of Block 8 of CENTER TERRACE ADDITION to the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said Addition now on file in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description.

This conveyance is executed subject to:

- (1) Zoning Ordinance of the City of Canton, Mississippi.
- (2) Ad valorem taxes for the year 1975 which are assumed by the grantee herein.
- (3) Reservation and/or exception by predecessors in title of all oil, gas, and minerals.
- (4) Existing easements and/or servitudes now of record, if any.

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

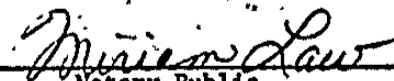
WITNESS my signature this 10th day of April, 1975.

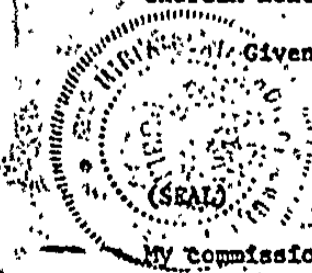
  
H. G. Randel

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named H. G. RANDEL 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 10th day of April, 1975.

  
Notary Public

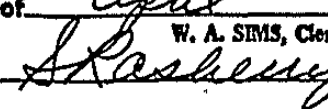


My commission expires March 5, 1978.

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 10th day of April, 1975, at 11:25 o'clock A.M., and was duly recorded on the 15 day of April, 1975, Book No. 139 on Page 480 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

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



FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, LEWIS L. CULLEY, JR. and BETHANY W. CULLEY, do hereby sell, convey and warrant unto CECIL E. PALMER and wife, EVELYN A. PALMER, as joint tenants with the full right of survivorship and not as tenants in common, the following described land and property, lying and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Lot One Hundred Fifty-three (153) of Natchez Trace Village, Madison County, Mississippi, according to the plat which is attached hereto as EXHIBIT "A" and made a part hereof as though fully copied herein in words and figures, and being particularly described by metes and bounds as follows, to-wit:

Commence at the SE corner of the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 15, Township 7 North, Range 2 East, Madison County, Mississippi, and run south 169.8 feet; run thence east 383.2 feet to an iron bar marking the NW corner of the Jefferson E. Williams property, as recorded in Deed Book 404, at page 298 of the Chancery records of Madison County, Mississippi, and the point of beginning for the property herein described; run thence north 76 degrees 04 minutes east along the northern boundary of said Williams property 225.0 feet to an iron bar on the west right of way line of Kiowa Drive; run thence north 19 degrees 45 minutes west along the west right of way line of Kiowa Drive 175.0 feet to an iron bar; run thence south 76 degrees 04 minutes west 200.0 feet to an iron bar; run thence south 11 $\frac{1}{2}$  degrees 30 minutes east 174.3 feet to the point of beginning, containing 0.85 acres, more or less; and being situated in the SE $\frac{1}{4}$  of Section 15, Township 7 North, Range 2 East, Madison County, Mississippi.



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

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

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

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

The ad valorem taxes for the year 1975 are to be pro rated as of the date of this conveyance.

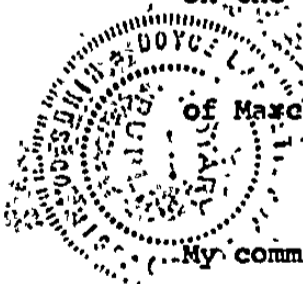
WITNESS our signatures, this the 28th day of March, 1975.

*Lewis L. Culley, Jr.*  
LEWIS L. CULLEY, JR.  
*Bethany W. Culley*  
BETHANY W. CULLEY

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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

Given under my hand and seal of office, this the 28th day of March, 1975.



*Doyle L. ...*  
NOTARY PUBLIC

My commission expires:

My Comm. Expires Jan. 28, 1977

SOUTH 160.8'

SE CORNER NW 1/4 OF SW 1/4 SECTION 15, T7N-R2E MADISON, COUNTY, MISS.

EAST 383.2'

S.P.

S11°30'E 174.3'

FENCE

S.P.

CONC DRIVE

JEFFERSON E WILLIAMS DS 401 PG 298

N76°04'E 225.0'

GRAVEL DRIVE

OVER 40'

0.85 ACRES ±

LOT 153

S76°04'W 200.0'

FENCE

N19°45'W 175.0'

S.P.

KIOWA DRIVE

PLAT OF SURVEY FOR

CECIL E. PALMER

SITUATED IN SECTION 15, T7N-R2E, MADISON CO., MISSISSIPPI

CASE HUTCHINSON, INC.

JACKSON, MISS. SCALE 1"=40' MARCH 18, 1975

BOOK 139 PAGE 484

## PROTECTIVE COVENANTS AFFECTING NATCHEZ TRACE VILLAGE

1. The property conveyed herein shall be known and described as residential property and no structure shall be erected, placed, altered, or permitted to remain on said lot other than a residential building meeting the specifications and requirements hereinafter set out; however, nothing herein contained shall be construed in such a way as to prohibit the continued use and maintenance of a water well or pumping system to be installed in and around the property, provided the operation of said wells and water system over and across any of the property does not interfere with the construction of homes on any of the lots.
2. No dwelling house shall be constructed on the said lot having an area of less than 1,800 square feet of living area for a one story house, nor having less than 1,200 square feet of living on the lower floor of a one and one-half or a two story house.
3. No noxious or offensive activities shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No type structure shall be erected on any of the lots in said subdivision without prior submission of the plans and specifications to the Board of Governors of Natchez Trace Village, hereinafter provided for, and approval of such structure must hereinafter be obtained from the said Board of Governors prior to construction.
5. No changes or alterations shall be made after the original construction of the structure on a lot until such plans and specifications for the alterations have been submitted to, and approved, in writing, by the Board of Governors of Natchez Trace Village as said Board is hereinafter set out.
6. The owner of the property shall keep the grass on said property neatly cut and shall keep the property free of weeds, litter and rubbish of all kinds.
7. All septic tanks shall be installed in accordance with the requirements of the Mississippi State Board of Health and shall not be put in use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.
8. No trailer, other than a boat trailer, shall be placed or maintained on said property.
9. This property may not be resubdivided; however, nothing herein contained shall prevent the owner of two (2) adjoining lots from treating the combined area of the two (2) lots as one (1) building lot, in which event the set back line for building purposes shall be construed and interpreted to apply to the outside lines of the two (2) combined lots and not to the line which is common to both lots.
10. No dwelling shall be located on any residential lot nearer than 50 feet to the front lot line, nor nearer than 25 feet to any side lot line.
11. It is understood and agreed that the land conveyed herein shall be bound by the rules and regulations formulated by the Board of Governors of Natchez Trace Village, which Board of Governors shall consist of Lewis L. Culley, Jr., Gus Noble and Lewis L. Culley, Sr., and Lewis L. Culley, Jr., Gus Noble and Lewis L. Culley, Sr., shall serve as members of the said Board of Governors until such time as ten (10) homes in an area to be known as Natchez Trace Village shall be constructed and occupied by permanent residents. In the event the said Lewis L. Culley, Jr., Gus Noble or Lewis L. Culley, Sr., shall die while serving as members of the Board of Governors, then the other members of the Board of Governors shall appoint another person to serve as a member of said Board of Governors until such time as ten (10) homes have been constructed and are occupied by permanent residents, and said other member shall serve for a term of office to be determined by the original members of the Board of Governors. In the event all of the original Board of Governors shall die while serving as a member of the Board of Governors, the owners of the remaining property in Natchez Trace Village shall meet at a time and place to be determined by the owner of the majority of the property and three members shall be elected to serve until such time as ten (10) homes are constructed and actually occupied by permanent residents. When ten (10) homes are actually constructed and occupied by permanent residents, then, on the second Monday of each May thereafter there shall be held a meeting of the then owners of the various lots of the said subdivision, which meeting is to be held at 7:00 o'clock P.M., at a place to be designated in a written notice posted at the main entrance to the property, which said meeting shall be for the purpose of electing members to the Board of Governors. An owner shall have the right to cast one (1) vote for each lot owned in the subdivision and said vote may be either in person or by proxy. If a lot has more than one owner, said owners shall be entitled to only one (1) vote. Any member of the Board shall be elected by a majority of the lot owners voting at this meeting.

BOOK 139 PAGE 485

12. The Board of Governors may make such rules and regulations affecting the use of the subject property as they so desire, said rules and regulations to include, but are not limited to the following:

(a) Any structure for mooring boats to be erected shall be first submitted to the Board of Governors with complete plans and specifications, which specifications shall require construction of treated lumber and said structure must be approved by the Board of Governors as to the width, height, location, design and specifications of any structure. No structure of wood shall be erected that is not neatly painted with two (2) coats of paint. No piers or any other structure shall be erected or shall extend into the lake abutting the property, said lake being known as the Natchez Trace Village Lake.

(b) With the permission of the Board of Governors lot owners may permit guests to maintain boats on their property, provided that such privileges do not interfere with the other property owners rights and privileges; however, no boat of any kind owned by any person other than the owner of the lot in the hereinabove described land shall be allowed to be moored or maintained in any adjacent water on a permanent basis.

(c) The owner of each lot except the owner of Natchez Trace Village shall annually pay a maintenance charge for the purpose of creating a fund to be known as the "Natchez Trace Maintenance Fund". The amount of the annual charge may be fixed by the Board of Governors but, in no event, shall exceed Fifty Dollars and 00/100 (\$50.00) per year, per lot. The purpose of the maintenance fund, among other things, may include but is not limited to the upkeep of public right-of-ways, insect control, employment of a watchman, repair and maintenance of any facility designed for the benefit of the property owners in the subdivision and the payment of any taxes on any facility which provides for the general benefit of the lot owners.

(d) The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out, which rules and regulations in the opinion of the Board of Governors shall add to the beneficial use of the subject property and shall contribute to the safety and beauty of the property.

13. All homes shall be for the purposes of single family residential dwellings, and no dwelling shall ever be financed in any manner or mortgaged to any lender which is guaranteed by the Federal Housing Administration, the Veterans Administration or any other institution whose loan would be insured by the United States of America or its agents.

14. The owner of the lot conveyed herein shall have the perpetual right to use the entire lake known as Natchez Trace Village Lake, and the owners of lots abutting on the lake shall use their lot as a means of ingress and egress to said lake. As to owners of lots which do not abut the lake, said owner shall be provided, along with other owners of lots not abutting the lake, with a common means of ingress and egress to the lake.

15. All homes constructed on corner lots must face the point of intersection of the two streets abutting said lot.

16. No entrance to any garage or carport shall face the street which abuts said lot.

17. Enforcement shall be by proceedings at law or in equity against any person violating, or attempting to violate any covenant.

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

19. These covenants shall run with the land and shall be binding on all persons for a period of twenty-five (25) years from the date of this instrument, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by two-thirds (2/3) of the then owners of the lots in Natchez Trace Village has been recorded, agreeing to the change in said covenants in whole or in part, or to revoke the covenants entirely.

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10 day of April, 1975, at 11:45 o'clock P.M., and was duly recorded on the 15 day of April, 1975, Book No. 139 on Page 481 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

W. A. SIMS, Clerk

By [Signature] D. C.

BOOK 139 PAGE 486

INDEXED

SPECIAL WARRANTY DEED

NO 1433

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, CAPITOL SAVINGS AND LOAN, a Mississippi Corporation, acting herein by and through its duly authorized officers, does hereby sell, convey and warrant specially against the lawful demands of all persons claiming by, through or under the acts of the Grantor herein unto the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, Washington, D. C., his successors or assigns, the following described property situated in the County of Madison, State of Mississippi, and described as follows, to-wit:

A lot or parcel of land fronting 63.4 feet on the east side of Second Avenue and being all of Lot 1, Rosebud Park Subdivision, Canton, Madison County, Mississippi, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5, at page 37, reference to which is hereby made.

This conveyance is expressly made subject to ad valorem taxes for the year 1975; and to protective and restrictive covenants, ordinances and easements of record and affecting the use and enjoyment of said property.

IN TESTIMONY WHEREOF, Grantor herein has executed this conveyance on the 10th day of April, 1975.

CAPITOL SAVINGS AND LOAN

By Sam Hailey  
President

ATTEST:

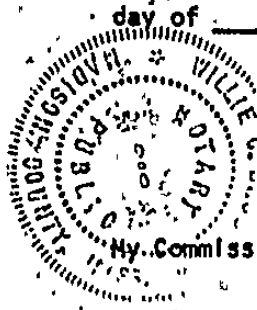
Jeff D. Pace  
Treasurer

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY came and appeared before me, the undersigned authority in and for the State and County aforesaid, Sam Hailey, who acknowledged that he is the President, and Jeff D. Pace, who acknowledged that he is the Treasurer of Capitol Savings and Loan, a Mississippi Corporation, who further acknowledged that for and on behalf of said corporation and as its act and deed they signed and delivered the above and foregoing Special Warranty Deed on the day and year therein mentioned for the intent and purposes therein expressed, having been first duly authorized so to do.

GIVEN under my hand and official seal of office, this the 10th day of April, 1975.



Willie C. Brock  
NOTARY PUBLIC

My Commission expires:  
March 17, 1976

STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11th day of April, 1975, at 9:00 o'clock A.M., and was duly recorded on the 15 day of April, 1975 Book No. 139 on Page 486 in my office.

Witness my hand and seal of office, this the 15 of April, 1975  
W. A. SIMS, Clerk

By S. R. Shumway, D. C.

WARRANTY DEED

NO. 1434

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, HOLLIS SHOEMAKER, INC., a Mississippi corporation, does hereby sell, convey and warrant unto ROBERT MEREDITH SHOWS and wife, JANICE CARLISLE SHOWS, as joint tenants with the full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Sixteen (16), GATEWAY NORTH, PART ONE (1), a subdivision according to a 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 45 thereof, reference to which map or plat is here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1975 are to be prorated between the Grantor and the Grantees herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor, this the 7<sup>th</sup> day of April, 1975.

HOLLIS SHOEMAKER, INC.

BY:

  
Hollis Shoemaker, President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Hollis Shoemaker, who acknowledged to me that he is the President of Hollis Shoemaker, Inc., a Mississippi corporation, and that he, for and on behalf of said corporation



BOOK 139 PAGE 489

signed and delivered the above and foregoing instrument of writing for the purposes therein stated on the date therein set forth, as the act and deed of said corporation, he having been first duly authorized so to do.

GIVEN under my hand and official seal of office, this the 7th day of April, 1975.

*[Signature]*  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11th day of April, 1975, at 9:00 o'clock A.M., and was duly recorded on the 15 day of April, 1975 Book No. 139 on Page 488 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

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

BOOK 139 PAGE 490

INDEXED NO. 1435

WARRANTY DEED

W  
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, we, RICHARD H. WHITAKER and GAIL M. WHITAKER, husband and wife, do hereby sell, convey and warrant unto DOROTHY P. CROW the following described land and property situated in Madison County, Mississippi, to-wit:

PARCEL 1:

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

Beginning at the northeast corner of Lot 155 of Lake Lorman, Part 5, and run North 3 degrees 23 minutes 30 seconds East, 40 feet; thence North 86 degrees 36 minutes 30 seconds West, 455 feet to the point of beginning of the land described herein; thence continue North 86 degrees 36 minutes 30 seconds West, 135 feet; thence North 2 degrees 37 minutes East, 148.4 feet; thence South 65 degrees 33 minutes East, 145.34 feet; thence South 2 degrees 37 minutes West, 96.35 feet to the point of beginning, which said parcel of land is referred to as Lot 212, Lake Lorman, Part 8.

PARCEL 2:

A certain parcel of land being situated in Sections 5 and 6 Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Beginning at the northeast corner of Lot 155 of Lake Lorman, Part 5, and run North 3 degrees 23 minutes 30 seconds East, 40 feet; thence North 86 degrees 36 minutes 30 seconds West, 590 feet to the point of beginning of the land described herein; thence continue North 86 degrees 36 minutes 30 seconds West, 76 feet; thence South 61 degrees 39 minutes West, 44 feet; thence North 2 degrees 37 minutes East, 215.4 feet; thence South 65 degrees 33 minutes East, 122.5 feet; thence South 2 degrees 37 minutes West, 148.4 feet to the point of beginning, which said parcel of land is referred to as Lot 213 of Lake Lorman, Part 8.

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

The Grantors do hereby convey unto the Grantee all of those certain easements appurtenant to said property which were conveyed to the Grantors by Piedmont, Inc. in conveyances of the above described lots to said Grantors.

This conveyance is made subject to all restrictive covenants now of record affecting said property.

The Grantee assumes and agrees to pay ad valorem taxes for the year 1972.

Witness our signatures, this the 26 day of August, 1972.

Richard H. Whitaker  
Richard H. Whitaker

Gail M. Whitaker  
Gail M. Whitaker

STATE OF SOUTH CAROLINA  
COUNTY OF Charleston

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Richard H. Whitaker and Gail M. Whitaker, husband and wife, who acknowledged to me that they 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 26 day of August, 1972.

Ralph [Signature]  
Notary Public

My Com. Expires: 7-7-75



STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11<sup>th</sup> day of April, 1975, at 9:00 o'clock A.M., and was duly recorded on the 15 day of April, 1975 Book No. 139 on Page 490 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

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

BOOK 139 PAGE 492

INDEXED

NO. 1450

WARRANTY DEED

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, we, HUEY PORTER (a/k/a HUEY PORTER, JR.) and ELNORA PORTER, husband and wife, do hereby convey and warrant unto DR. A. L. JACKSON and LUCILLE G. JACKSON as joint tenants with rights of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

A parcel of land containing one (1) acre, more or less, fronting 149.8 feet on the east side of U. S. Highway No. 51, lying and being situated in the E 1/2 of Section 32, Township 10 North, Range 3 East, Madison County, Mississippi, more particularly described as:

Commencing at a point on the east right-of-way line of U. S. Highway No. 51, said point being the southwest corner of the Herman and Annie B. Taylor residence lot as conveyed by deed recorded in Land Record Book 110 at Page 154 thereof in the Chancery Clerk's Office for said county, and from said point run southwesterly along the east right-of-way line of said Highway for 768.2 feet to the northwest corner of what is known as the Brown property (said Brown's north corner being the southwest corner and point of beginning of the property herein described), and from said point of BEGINNING turn left an angle of 100 degrees 55 minutes and run along the north line of said Brown property for 291.1 feet to a point; thence turn left an angle of 79 degrees 05 minutes and run northeasterly parallel to the east right-of-way line of said Highway for 149.8 feet to a point; thence turn left an angle of 100 degrees 55 minutes and run parallel to the north line of said Brown property for 291.1 feet to a point on the east right-of-way line of said Highway; thence turn left an angle of 79 degrees 05 minutes and run along said right-of-way line for 149.8 feet to the point of beginning.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the year 1975 which grantees assume by the acceptance of this conveyance.
- (3) Existing easements and/or servitudes now of record, if any.
- (4) The warranty herein does not extend to the oil, gas, and minerals in and under the above described property but such mineral interest as may be owned by grantors is hereby conveyed without warranty.

WITNESS our signatures this 4<sup>th</sup> day of April, 1975.

Huey Porter  
Huey Porter (a/k/a Huey Porter, Jr.)

Elnora Porter  
Elnora Porter

BOOK 139 PAGE 492

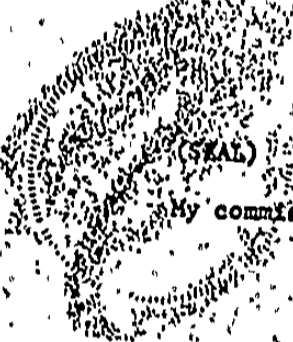
STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named HUEY PORTER (a/k/a HUEY PORTER, JR.) and ELENORA PORTER, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 4th day of April, 1975.

Miriam Law  
Notary Public



My commission expires March 9, 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 17th day of April, 1975 at 11:20 o'clock A. M., and was duly recorded on the 15 day of April, 1975, Book No. 139 on Page 492 in my office.

Witness my hand and seal of office, this the 15 of April, 1975

W. A. SIMS, Clerk

By S. Ashery, D. C.

SOUTHWESTERN COLLEGE  
COTTON CENTER

W

# Natchez Trace Memorial Park Cemetery

NO. 1452

## VETERAN'S CEMETERY DEED

For and in consideration of the sum of Thirty-seven and 50/100 Dollars (\$37.50) paid to Deposit Guaranty National Bank, Trustee of Natchez Trace Memorial Park Cemetery Perpetual Care Trust, NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC., a Mississippi corporation, hereby grants, conveys and warrants unto Nancy L. Reeves, a Veteran of service in the Armed Forces of the United States of America, the following described property located in Madison County, Mississippi, to-wit:

Garden of HONOR  
Section "A" Plot 107 Lot(s) A-4

of Natchez Trace Memorial Park Cemetery, according to the map or plat of said Cemetery of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of this description, In Plat Book 5, page 62.

Said lot is donated to the Veteran exclusively for purposes of his or her burial, subject to the laws of the State of Mississippi and the rules and regulations of the Cemetery, and if the lot is not used by the named Veteran then title thereto shall revert to the Cemetery.

The cash paid to Deposit Guaranty National Bank, Trustee, represents fifteen percent (15%) of the normal purchase price of this lot and payment of said sum complies with the laws of the State of Mississippi concerning perpetual care cemeteries.

Title to the above lot is not transferable, except that the Veteran may convey it to the Cemetery as consideration for conveyance of a lot to the Veteran as a part of the Veteran's family estate lot.

This Deed and the covenants and stipulations contained herein shall be binding upon the heirs, successors, and assigns of the respective parties hereto.

EXECUTED by Natchez Trace Memorial Park Cemetery, Inc. on this Sixth day of March, 1975

ATTEST: Judy Harris  
Assistant Secretary

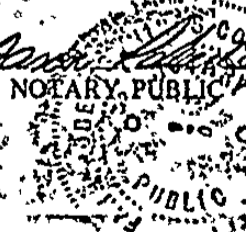
NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC.  
By [Signature]  
Vice-President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, [Signature] and [Signature], the Vice-President and Assistant Secretary, respectively, of NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC., who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute and deliver the within and foregoing Cemetery Deed for and on behalf of said Cemetery.

WITNESS my hand and seal this 6th day of March, 1975

My Commission Expires: 2-2-77



STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11th day of April, 1975, at 12:00 o'clock P.M., and was duly recorded on the 15th day of April, 1975 Book No. 139 on Page 494 in my office.

Witness my hand and seal of office, this the 5th of April, 1975

By [Signature], D. C.

# Natchez Trace Memorial Park Cemetery

NO. 1451

## VETERAN'S CEMETERY DEED

For and in consideration of the sum of Thirty-seven and 50/100 Dollars (\$37.50) paid to Deposit Guaranty National Bank, Trustee of Natchez Trace Memorial Park Cemetery Perpetual Care Trust, NACHEZ TRACE MEMORIAL PARK CEMETERY, INC., a Mississippi corporation, hereby grants, conveys and warrants unto Claude Reeves a Veteran of service in the Armed Forces of the United States of America, the following described property located in Madison County, Mississippi, to-wit:

Garden of HONOR

Section "A" Plot 107 Lot(s) A-3

of Natchez-Trace Memorial Park Cemetery, according to the map or plat of said Cemetery of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of this description. **In Plat Book 5, page 62.**

Said lot is donated to the Veteran exclusively for purposes of his or her burial, subject to the laws of the State of Mississippi and the rules and regulations of the Cemetery, and if the lot is not used by the named Veteran then title thereto shall revert to the Cemetery.

The cash paid to Deposit Guaranty National Bank, Trustee, represents fifteen percent (15%) of the normal purchase price of this lot and payment of said sum complies with the laws of the State of Mississippi concerning perpetual care cemeteries.

Title to the above lot is not transferable, except that the Veteran may convey it to the Cemetery as consideration for conveyance of a lot to the Veteran as a part of the Veteran's family estate lot.

This Deed and the covenants and stipulations contained herein shall be binding upon the heirs, successors, and assigns of the respective parties hereto.

EXECUTED by Natchez Trace Memorial Park Cemetery, Inc. on this Sixth

day of March, 1975

ATTEST: Judy Harris  
Assistant Secretary

NACHEZ TRACE MEMORIAL PARK  
CEMETERY, INC.

By [Signature]  
Vice-President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Judy Harris and [Signature], the Vice-President and Assistant Secretary, respectively, of NACHEZ TRACE MEMORIAL PARK CEMETERY, INC., who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute and deliver the within and foregoing Cemetery Deed for and on behalf of said Cemetery.

WITNESS my hand and seal this 6th day of April, 1975

My Commission Expires:

9-2-77

[Signature]  
NOTARY PUBLIC

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 11th day of April, 1975 at 12:40 o'clock P.M., and was duly recorded on the 15th day of April, 1975 Book No. 139 on Page 495 in my office.

Witness my hand and seal of office, this the 5th of April, 1975

W. A. SIMS, Clerk

By [Signature], D. C.

BOOK 139 PAGE 496

INDEXED NO. 1453

WARRANTY DEED

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, we, HUBERT McDONALD and LEORA McDONALD, husband and wife, and LEWIS McDONALD and VERA McDONALD, husband and wife, do hereby convey and warrant unto J. C. BENNETT, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

A tract or parcel of land containing three (3) acres, more or less, situated in the SE 1/4 of Section 3, Township 7 North, Range 1 East, Madison County, Mississippi, more particularly described as commencing at the intersection of the north line of the S 1/2 of S 1/2 of SE 1/4 of said Section 3 with the west line of what is commonly known as the Livingston Road, and from said point of intersection run south along the west line of said road a distance of 209 feet to the point of beginning of the parcel here described (said point of beginning being the southeast corner of that parcel of land conveyed by Hubert McDonald, et al., to Lee Daniel Forbes, Jr., and Clareth Forbes by deed dated January 31, 1968, recorded in Land Record Book 110 at Page 171 thereof in the Chancery Clerk's Office for said county) and from said point of BEGINNING run west along the south line of said Forbes property 418 feet to the southwest corner of said Forbes property; thence north along the west line of said Forbes property 209 feet; thence west 278 feet; thence south parallel to the west line of said road 313 feet; thence east 696 feet to the west line of said road; thence north along the west line of said road 104 feet to the point of beginning;

LESS AND EXCEPT from the above described parcel of land so much thereof as was conveyed by Hubert McDonald, et al., to J. C. Bennett by deed dated September 26, 1974, filed October 24, 1974, recorded in Land Record Book 137 at Page 865 thereof in the Chancery Clerk's Office for said county.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the year 1975 which grantees assume by the acceptance of this conveyance.
- (3) The warranty herein does not extend to the oil, gas, and minerals in and under the above described lands, but such mineral interest as grantors may own therein is hereby conveyed without warranty.

WITNESS our signatures this 4th day of April, 1975.

Hubert McDonald  
Hubert McDonald

Leora McDonald  
Leora McDonald

Lewis McDonald  
Lewis McDonald

Vera McDonald  
Vera McDonald



STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 139 GE 497

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named HUBERT McDONALD and LEORA McDONALD, husband and wife, and LEWIS McDONALD and VERA McDONALD, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 4 day of April, 1975.

*Leroy Hawkins*  
Notary Public



My Commission expires:

Mar 31 - 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 11th day of April, 19 75 at 2:55 o'clock P.M., and was duly recorded on the 15 day of April, 19 75 Book No. 139 on Page 496 in my office.

Witness my hand and seal of office, this the 15 of April, 1975.

W. A. SIMS, Clerk

By Shankery, D. C.

BOOK 139 498

NO. 1454

INDEXED

W  
WARRANTY DEED

FOR AND IN CONSIDERATION of the conveyance to me of his interest in the following described land and property situated in the First Judicial District of Hinds County, State of Mississippi, to-wit:

A certain parcel of land lying and being situated in the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section 9, Township 6 North, Range 1 East, Hinds County, Mississippi and being more particularly described as follows:

Beginning at the southeast corner of Lot 1, Pine Lake Subdivision, according to the plat on file in the office of the Chancery Clerk at Jackson, Mississippi as now recorded in Plat Book 22 at Page 44, said point being on the West right of way line of Watkins Boulevard as now laid out and in use as of this date; thence run South 01 degrees 13 minutes West along said West right of way line for 100.0 feet to a point; thence leaving said West right of way line run thence North 89 degrees 38 minutes West for 150.0 to a point; thence North 01 degrees 13 minutes East for 100.0 feet to a point on the South line of the aforementioned Pine Lake Subdivision; thence run South 89 degrees 38 minutes East along said South line 150.0 feet to the point of beginning containing 0.34 acres,

the receipt of which is hereby acknowledged, I, CATHERINE BAILEY INGELS, do hereby sell, convey and warrant unto H. C. BAILEY the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Lots 1 and 2, First Addition to Lake Castle Subdivision, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5, Page 50, reference to which is hereby made in aid of and as a part of this description.

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

1. Zoning ordinances of Madison County, Mississippi;
2. Those certain restrictive covenants recorded in Book 185, Page 57, and Book 399, Page 846, in the office of the Chancery Clerk of Madison County at Canton, Mississippi.
3. Those certain restrictive covenants recorded in Book 200, Page 202, in the office of the said Chancery Clerk at Canton, Mississippi;
4. That certain easement for water line granted by Ashcot, Inc. to Dixie Water Company by an instrument recorded in the office of the said Chancery Clerk at Canton, Mississippi, in Book 80, Page 350.

5. All oil, gas and other minerals in, on and under the land hereinabove described have been reserved by prior owners;

6. Surface water rights as determined and established by order of the Mississippi Board of Water Commissioners, dated July 16, 1958, and entered in docket No. 0845 of said Board;

7. All ad valorem taxes on the land and property conveyed hereby for the year 1975, which are not yet due and payable.

The grantee herein hereby assumes and agrees to pay, when due and payable, all of the 1975 ad valorem taxes on the land and property conveyed hereby, said taxes having been prorated and adjusted as of the date hereof.

WITNESS our signatures on this the 11<sup>th</sup> day of April, 1975.

*Catherine Bailey Ingels*  
CATHERINE BAILEY INGELS

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named CATHERINE BAILEY INGELS, who acknowledged to me that she signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN under my hand and official seal on this the 11 day of April, 1975.



*Lucille Brown*  
Notary Public

My Commission Expires:  
My Commission Expires Oct. 31, 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 11<sup>th</sup> day of April, 1975, at 3:25 o'clock P. M., and was duly recorded on the 15<sup>th</sup> day of April, 1975 Book No. 139 on Page 498 in my office.

Witness my hand and seal of office, this the 15<sup>th</sup> of April, 1975.

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