

WARRANTY DEED

INDEXED

456

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, CATHERINE HOWELL YATES, do hereby convey and warrant unto GEORGE JOHNSON, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

A lot or parcel of land containing 1.7 acres, more or less, and being more particularly described as beginning at a point that is 333.0 feet west of the southeast corner of W 1/2 of SE 1/4 of NE 1/4 of Section 23, Township 9 North, Range 2 East, and from said point of BEGINNING run thence north 2 degrees 25 minutes west for 394 feet, thence north 86 degrees 40 minutes west for 189 feet, thence south 0 degrees 30 minutes west for 400 feet, thence east for 208.5 feet to the point of beginning; and all being in the W 1/2 of SE 1/4 of NE 1/4 of Section 23, Township 9 North, Range 2 East; and intending to describe and convey that parcel of land conveyed by Mary Coleman Herget, et al., to Catherine Coleman Howell by deed dated January 19, 1949, recorded in Land Record Book 42 at Page 326 thereof in the Chancery Clerk's Office for said county.

This conveyance is executed subject to:

- (1) Such matters or facts as would be revealed by an accurate survey and inspection of the premises.
- (2) Zoning and Subdivision Regulation Ordinances applicable to the above described property.
- (3) Ad valorem taxes for the year 1977 which grantee assumes and agrees to pay by the acceptance of this conveyance.
- (4) Existing right of ways and easements, if any, and such oil, gas, and mineral rights as may now be outstanding of record.

WITNESS my signature this 27th day of January, 1977.

*Catherine Howell Yates*  
Catherine Howell Yates

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named CATHERINE HOWELL YATES 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 31<sup>st</sup> day of January, 1977.

*J. F. Russell*  
Notary Public

My commission expires: July 22<sup>nd</sup> 1979

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of February, 1977, at 3:00 o'clock P. M., and was duly recorded on the 8 day of February, 1977, Book No. 148 on Page 700 in my office.

Witness my hand and seal of office, this the 8 of February, 1977.

BILLY V. COOPER, Clerk

By *[Signature]* D. C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, and as part of the consideration for this conveyance, Grantees, by their acceptance of this deed, assumed all liability and agrees to pay, as and when due and payable, all amounts owing on the indebtedness secured by that certain Deed of Trust outstanding against said property, dated November 7, 1975 in favor of Veterans' Farm&Home Board as the original mortgagee, recorded in Book 414 Page 250 in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and also hereby assumes the obligations of LLOYD MADISON MONTGOMERY III and wife, ELAINE BASS MONTGOMERY under the terms of the instruments creating the loan to indemnify the Veterans' Farm&Home Board to the extent of any loss or claim payment arising from the guaranty or insurance of the indebtedness above mentioned, we, the undersigned LLOYD MADISON MONTGOMERY III and wife, ELAINE BASS MONTGOMERY, do hereby sell, convey and warrant unto FRANK A. GINN and wife, JOANN CARROL GINN, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located and situated in Madison County, State of Mississippi, to-wit:

Lot 70 Lake Lorman, Part 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi.

Ad valorem taxes covering the above described property for the year 1976 are to be paid by Grantors.

Escrows are to be transferred to the Grantees herein.

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

WITNESS OUR SIGNATURES, this the 24 day of January

1977.

Lloyd Madison Montgomery III  
LLOYD MADISON MONTGOMERY III

Elaine Bass Montgomery  
ELAINE BASS MONTGOMERY

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named LLOYD MADISON MONTGOMERY III and ELAINE BASS MONTGOMERY, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 24 day of January, 1977.

R. E. S. [Signature]  
NOTARY PUBLIC

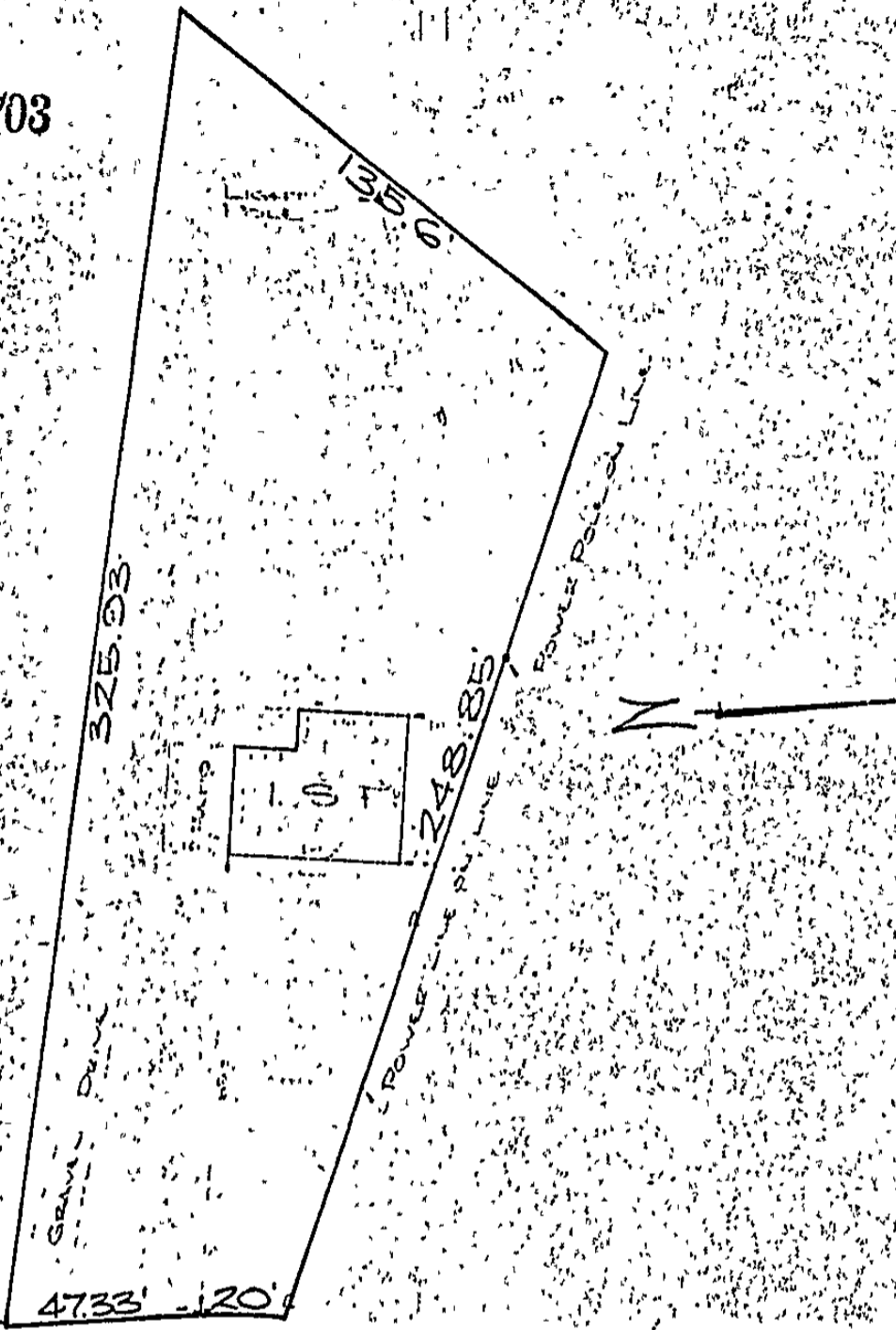
My Commission Expires:

My Commission Expires Nov. 31, 1978



NOTE: SPECIAL H.U.D. FLOOD HAZARD MAPS ARE NOT AVAILABLE FOR THE AREA.

BOOK 148 PAGE 703



PRIVATE DRIVE

MORTGAGE COMPANY: VETERAN'S FARM AND HOME BOARD  
LEGAL DESCRIPTION: LOT 70, LAKE LOPMAN, PART 2, MADISON COUNTY, MISSISSIPPI

OWNER: F. M. MONTGOMERY, III  
CLOSING ATTORNEY: FLOYD MONTGOMERY, JR.  
TITLE INSURANCE COMPANY: MISSISSIPPI VALLEY TITLE COMPANY

SCALE 1" = 40'  
O.C.T. 10, 1

CASE MITCHINSON, INC.  
Land Surveying Civil Engineering  
Jackson, Mississippi



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of February, 1977, at 4:00 o'clock P. M., and was duly recorded on the 8 day of February, 1977, Book No. 148 on Page 701 in my office.

Witness my hand and seal of office, this the 8 of February, 1977.  
By Billy V. Cooper, Clerk D. C.

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WARRANTY DEED

BOOK 148 PAGE 704

461

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, CLARIDGE AND ASSOCIATES, INC., Grantors, do hereby convey and forever warrant unto G. M. CASE and C. R. MONTGOMERY, Grantees, the following described real property lying and being situated in Madison County, Mississippi, as follows, to-wit:

TRACT 1-The S $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 8, Township 10 North, Range 4 East. Also all that part of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  less 10 acres in the southeast corner of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 8, Township 10 North, Range 4 East, that lies North of the Collins Ferry Road.

TRACT 2-NE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 7, Township 10 North, Range 4 East, less one acre in the northwest corner thereof, and SW $\frac{1}{4}$  and W $\frac{1}{2}$  SE $\frac{1}{4}$ , Section 8, Township 10 North, Range 4 East.

TRACT 3-W $\frac{1}{2}$  SE $\frac{1}{4}$  and SE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 7, SW $\frac{1}{4}$  NE $\frac{1}{4}$  less 10 acres in the southeast corner of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 8, Township 10 North, Range 4 East, that lies south of the Collins Ferry Road and the E $\frac{1}{2}$  NE $\frac{1}{4}$  and NW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 17, Township 10 North, Range 4 East.

TRACT 4-All of that part of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 7, Township 10 North, Range 4 East, that lies South of the road, less and except two acres, described as beginning at a point on the south side of the road where said road crosses the west line of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  and run thence South 410 feet, thence east 210 feet, thence north 410 feet, thence west 210 feet to the point of beginning.

TRACT 5-N $\frac{1}{2}$  SW $\frac{1}{4}$  and SE $\frac{1}{4}$  of Section 3, Township 9 North, Range 2 East, and N $\frac{1}{2}$  NE $\frac{1}{4}$  and SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 10, Township 9 North, Range 2 East, Madison County, Mississippi.

SUBJECT ONLY to the following exceptions, to-wit:

1. County of Madison and State of Mississippi ad valorem taxes for the year 1977,
2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted August 23, 1976, and recorded in Minute Book AL at page 77 in the records of the Chancery Clerk of Madison County, Mississippi.

3. Mineral reservations filed of record in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the 4<sup>th</sup> day of February, 1977.

CLARIDGE AND ASSOCIATES, INC.

BY: [Signature]  
President

ATTEST:

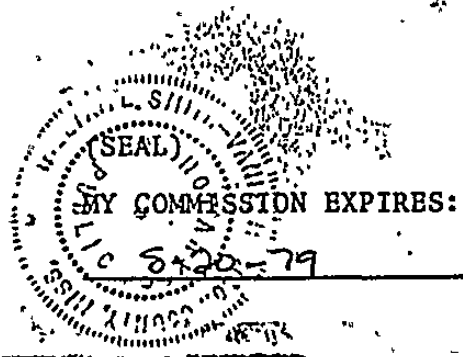
[Signature]  
Secretary-Treasurer

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, G. M. CASE and C. R. MONTGOMERY, who acknowledged to me that they are the President and Secretary-Treasurer, respectively of CLARIDGE AND ASSOCIATES, INC., a Mississippi corporation and that as such they did sign, affix the corporate seal thereto and deliver the above and foregoing instrument on the date and for the purposes therein stated in the name of, for and on behalf of the said corporation, they being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this the 4<sup>th</sup> day of February, 1977.

[Signature]  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of February, 1977, at 4:30 o'clock P.M., and was duly recorded on the 8 day of February, 1977, Book No. 148 on Page 704 in my office.

Witness my hand and seal of office, this the 8 of February, 1977.

BILLY V. COOPER, Clerk  
By [Signature] D. C.

1000000

WARRANTY DEED

BOOK 148 PAGE 706 470

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and in the further consideration of the Grantees herein assuming the indebtedness on that certain Deed of Trust, in favor of Colonial Mortgage Company, which constitutes the lien on this property, we, CHARLES E. CROSS and LINDA R. CROSS, husband and wife, do hereby sell, convey and warrant unto ALBERT THOMAS STEPHENSON and EUNICE ALICE STEPHENSON, husband and wife, as joint tenants with rights of survivorship, and not as tenants in common, the following described land and property, being situated in Madison County, Mississippi, to-wit:

Lot 18, Meadowdale Subdivision, Part IV, according to a map or plat thereof in the office of the Chancery Clerk of Madison County, Mississippi, at Plat Book 5, Page 25.

WITNESS OUR SIGNATURES, this the 4th day of February, 1977.

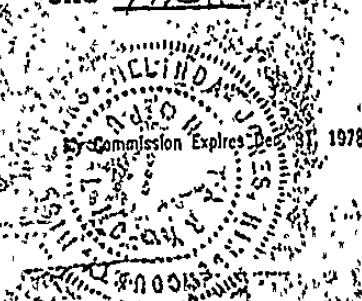
Charles E. Cross  
CHARLES E. CROSS

Linda R. Cross  
LINDA R. CROSS

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority, in and for the jurisdiction, aforesaid, CHARLES E. CROSS and LINDA R. CROSS, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

WITNESS MY SIGNATURE, AND OFFICIAL SEAL OF OFFICE, on this the 4th day of February, 1977.



Melinda Jones  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 7 day of February, 1977, at 9:00 o'clock A.M., and was duly recorded on the 8 day of February, 1977, Book No. 148 on Page 706 in my office.

Witness my hand and seal of office, this the 8 of February, 1977.

BILLY V. COOPER, Clerk.

By Shabun D. C.

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WARRANTY DEED BOOK 148 PAGE 707

472

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand this day paid and other good and valuable consideration, the receipt of which is hereby acknowledged, we,

TONY DAVIS BALLARD and wife, PAULA PHILLIPS BALLARD, do hereby sell, convey and warrant unto

JERRY L. ARTHUR and wife, CAROLE B. ARTHUR, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in ~~XXXXXXXXXXXXXXXXXXXX~~ MADISON County, Mississippi, to-wit:

One Hundred Fifty (150') Feet off the North end of Lot 19 of Andrew's First Addition to the Town of Madison, Mississippi, and more particularly described as:  
Beginning at the Northeast corner of Lot 19 of said Addition and run West along the South line of Sheryl Drive for a distance of 100 feet to the Northwest corner of Lot 19 of said Addition; thence run South along the West boundary line of said Lot 19 for a distance of 150 feet to a point; thence run East and aprallel with the North boundary line of said Lot 19 for a distance of 100 feet to a point on the East boundary line of Lot 19; thence run North along the said East boundary line of Lot 19 for a distance of 150 feet to a point on the south line of Sheryl Drive, which said point is the point of beginning.

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 for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration as of this date is incorrect, then the grantors agree to pay to the grantees any deficit on an actual proration and, likewise, the grantees agree to pay to grantors any amount over paid by them.

WITNESS OUR SIGNATURES, this the 4th day of February, 1977.

Tony Davis Ballard  
TONY DAVIS BALLARD  
Paula Phillips Ballard  
PAULA PHILLIPS BALLARD

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 4th day of February, 1977.

(SEAL)

[Signature]  
NOTARY PUBLIC

My Commission Expires: Sept. 16, 1977

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for record in my office this 7 day of February, 1977, at 9:00 o'clock A.M., was duly recorded on the 8 day of February, 1977, Book No. 148 on Page 707.  
In my office, I witness my hand and seal of office, this the 8 of February, 1977.  
By [Signature], BILLY V. COOPER, Clerk, D. C.



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1618

# Natchez Trace Memorial Park Cemetery

BOOK 148 PAGE 70

475

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 Charles R. & Mary Casey

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 75 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.

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 31st day of September, 19 76

ATTEST: Kathlyn Mundy  
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, Jerry Cuddeback and Kathlyn Mundy, 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 31st day of September, 19 76

[Signature]  
NOTARY PUBLIC

My Commission Expires 9/1/80

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 7 day of February, 1977, at 9:00 o'clock A., M., and was duly recorded on the 8 day of February, 1977, Book No. 148 on Page 708 in my office.

Witness my hand and seal of office, this the 8 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

BOOK 148 PAGE 709  
WARRANTY DEED

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480

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, DOUGLAS GRANTHAM and KATHY GRANTHAM, husband and wife, do hereby convey and warrant unto WAYMAN SOWELL and BETTY SUE SOWELL the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Commencing at a point on the south right-of-way line of Mississippi Highway No. 22 at which the East line of W 1/2 E 1/2 of Section 31, Township 9 North, Range 2 East intersects same and from said point run thence westerly along the South margin of said highway a distance of 975 feet, more or less, to a fence which runs southerly along a field road, thence southerly along said fence and field road a distance of 330 feet, more or less, to a fence corner, being the point of beginning, and from said point of beginning run thence easterly along a fence a distance of 300 feet to a point, thence southerly perpendicular to said fence 300 feet to a point, thence westerly parallel to said fence a distance of 300 feet to a point, thence northerly a distance of 300 feet to the point of beginning, containing two (2) acres, more or less, and lying and being situated in the W 1/2 SE 1/4 of Section 31, Township 9 North, Range 2 East.

WITNESS our signatures this 26th day of March, 1975.

Douglas Grantham  
Douglas Grantham

Kathy Grantham  
Kathy Grantham

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named DOUGLAS GRANTHAM and KATHY GRANTHAM, 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 26th day of March, 1975.

Miriam Law  
Notary Public

(SEAL)

My commission expires March 5, 1978.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 7 day of February, 1977, at 9:30 o'clock A.M., and was duly recorded on the 8 day of February, 1977, Book No. 148 on Page 709 in my office.

Witness my hand and seal of office, this the 8 of February, 1977.

BILLY V. COOPER, Clerk

By Shelley D.C.

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BOOK 148 PAGE 710

QUITCLAIM AND DISCLAIMER

482

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, J. YATES JENKINS, do hereby disclaim, transfer, set-over, assign, and quitclaim unto TOM J. FLETCHER (also known as T. J. Fletcher, Jr.) all of my right, title, and interest, if any, in and to any and all property, real and personal, which was owned by Marie F. Nichols at the time of her death, including, but not limited to that property situated in the City of Canton, Madison County, Mississippi, described as:

Lot 1 of Block "A" of OAKLAND ADDITION to the City of Canton, Mississippi, when described with reference to map or plat of said Addition now on file in the Chancery Clerk's Office for Madison County, Mississippi, reference to said map or plat being here made in aid of and as a part of this description;

ALSO:

A strip of land 18 feet in width lying adjacent to and west of Lot 1 described herein above;

The above described property fronts 68 feet on the south side of East Peace Street in the City of Canton, Mississippi, and extends back south between parallel lines a distance of 200 feet.

And, for said consideration, the undersigned does hereby expressly disclaim, release, and relinquish unto the said Tom J. Fletcher all of his right, title, and interest, if any, in and to any and all assets of the estate of Marie F. Nichols, deceased.

The undersigned covenants that he is the widower of Aileen Fletcher Jenkins who died on or about October 13, 1976, and who left no children or descendants surviving her.

WITNESS my signature this 25th day of January, 1977.

X *J. Yates Jenkins* X  
J. Yates Jenkins

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

BOOK 143 PAGE 711

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

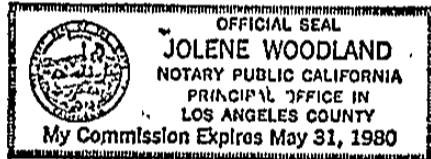
Given under my hand and official seal this the 2nd day of February 1977.

(SEAL)

My commission expires:

5-31-80

Jolene Woodland  
Notary Public



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 7 day of February, 1977, at 3:30 o'clock PM, and was duly recorded on the 8 day of February, 1977, Book No. 148 on Page 710 in my office.  
Witness my hand and seal of office, this the 8 of February, 1977.  
By Billy V. Cooper, Clerk D. C.

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BOOK 148 PAGE 712 WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand this day paid and other good and valuable consideration, the receipt of which is hereby acknowledged,

SCOTT BUILDERS, INC.

a corporation, does hereby sell, convey and warrant unto

GREGORY WILLIAM TAYLOR and wife, LEE ANN H. TAYLOR

as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Part of Lots Thirteen (13) and Fourteen (14) of Pecan Creek Subdivision, Madison, Mississippi as recorded in Plat Book 5 at Page 54 of the Chancery records of Madison County, Mississippi and being more particularly described as follows:

Beginning at the SW corner of Lot Fourteen (14) and run N 0° 58' 42" E, along the East R.O.W. line of Pecan Creek Drive, 97.50 feet; run thence N 69° 55' 18" E, 164.22 feet to a point on the East Boundary of Lot Fourteen (14), run thence S 1° 33' 30" W, along the East Boundary of Lot Fourteen (14), 99.40 feet to the SE corner thereof; run thence S 70° 25' 03" W, along the Southern Boundary of Lot Fourteen (14), 162.60 feet to the Point of Beginning.

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

WITNESS THE SIGNATURE AND SEAL OF GRANTOR, this the 5th day of February, 1977.

SCOTT BUILDERS, INC.

By: Clyde C. Scott, Secretary-Treasurer

STATE OF MISSISSIPPI, COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named Clyde C. Scott, who acknowledged that he is Secretary-Treasurer of Scott Builders, Inc., a corporation, and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he being duly authorized so to do by said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 5th day of February, 1977.

NOTARY PUBLIC

My Commission Expires 9/16/77

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of February, 1977, at 9:00 o'clock A.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 712 in my office.

Witness my hand and seal of office, this the 15 of February, 1977. BILLY V. COOPER, Clerk

By: D. C.

INDE

430

STATE OF MISSISSIPPI

COUNTY OF MADISON

BOOK 148 PAGE 713

WARRANTY DEED

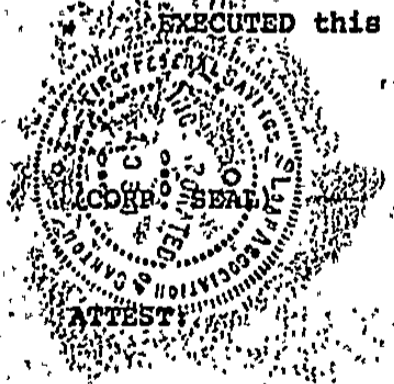
FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CANTON FIRST SERVICE CORPORATION, does hereby sell, convey and warrant unto MAGNOLIA BUILDERS, INC., the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 13 of Western Hills Subdivision of the City of Canton, Madison County, Mississippi, as shown by map duly recorded and on file in the Office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 6 at Page 5, reference to which is hereby made in aid of and as a part of this description.

This conveyance is executed subject to the following exceptions:

- 1. Zoning Ordinances of the City of Canton, Mississippi.
- 2. Ad valorem taxes for the year 1977 shall be paid by the grantee herein.
- 3. Restrictive and Protective Covenants dated May 6, 1976 of record in Book 418 at page 775 of the land records of Madison County, Mississippi.

EXECUTED this the 28<sup>th</sup> day of January, 1977.



CANTON FIRST SERVICE CORPORATION

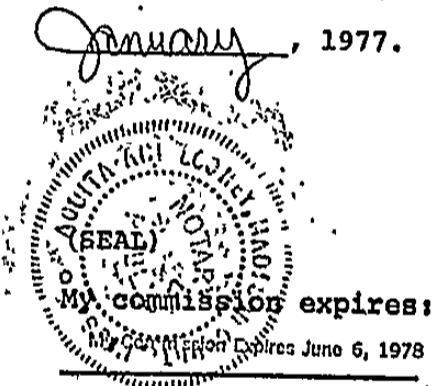
BY: *Ed Henry*  
PRESIDENT

*Mary S. Herring*  
SECRETARY

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named E. C. HENRY and MARY G. HERRING, who acknowledged to me that they are President and Secretary, respectively of Canton First Service Corporation, a Mississippi Corporation, and that as such they did sign, execute and deliver the above and foregoing instrument, having affixed the corporate seal thereto, for the purposes therein stated, in the name of, for and on behalf of said corporation, they being first duly authorized so to do.

Given under my hand and official seal, this the 28<sup>th</sup> day of January, 1977.



Aquita Ann Loinier  
NOTARY PUBLIC  
(Aquita Ann Loinier Scott)

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of February, 1977, at 9:00 o'clock A.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 213 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature], D. C.

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all which is hereby acknowledged, I, ANNIE MAE JONES SMITH, do hereby convey and warrant unto HERCULES S. JONES the following described land situated in Madison County, Mississippi, to-wit:

E 1/2 SW 1/4, Section 13, Township 9 North, Range 3 East, LESS a strip of land described as follows: Commencing at the Northeast corner of the SW 1/4 of Section 13, Township 9 North, Range 3 East, and running west 1.75 chains, thence south 22.50 chains, thence east to the Half Section line, thence north 22.50 chains to the point of beginning, and LESS a strip of land 100 feet square south of the grave yard located on said land.

ALSO a strip of land out of the southwest corner of the SW 1/4 of the SE 1/4, Section 13, Township 9 Range 3 East, which strip is described as follows: Commencing at the southwest corner of the SE 1/4 and running 2.25 chains east, thence north 17.50 chains, thence west to the half section line, thence south 17.50 chains to the point of beginning, LESS AND EXCEPT a strip of land 11.35 chains in width evenly off the south side of the E 1/2 of SW 1/4 and a strip of land 11.35 chains evenly off the south side of a strip of land in the SW 1/4 of SE 1/4 described as being 17.50 chains north and south and 2.25 chains east and west whose southwest corner is the southeast corner of SW 1/4 and whose west line is the east line of the SW 1/4, all being more particularly described as beginning at the southwest corner of E 1/2 of SW 1/4 and running thence north 11.35 chains to a point; thence 20.35 chains east to a point; thence south 11.35 chains to a point; thence west to the point of beginning LESS AND EXCEPT 3 acres for Church and Cemetery grounds, containing 20 acres more or less and all being in Section 13, Township 9 North, Range 3 East.

Also a strip of land 12.20 chains evenly off of the north end of the E 1/2 of the SW 1/4, LESS a strip of land evenly off of the east side, which strip is 1.75 chains wide, containing 20 acres more or less and all being in the E 1/2 of SW 1/4 of Section 13, Township 9 North, Range 3 East and all being situated in Madison County, Mississippi

This deed is subject to right-of-way 30 feet in width along the east side of this property lying between the 2 acre tracts granted to said Prince Roberts for use as a roadway as shown in Deed Book 14, page 236.

Grantor agrees to pay the 1977 taxes, not due until January, 1978.

WITNESS MY SIGNATURE on this \_\_\_\_\_ day of January, 1977.

*Annie Mae Jones Smith*  
ANNIE MAE JONES SMITH

STATE OF ILLINOIS  
COOK COUNTY

PERSONALLY appeared before me, the undersigned authority in and for said county and state aforesaid, ANNIE MAE JONES SMITH who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned as her act and deed.

WITNESS MY SIGNATURE AND OFFICIAL SEAL, this 31<sup>st</sup> day of January, 1977.

*Robert Cooper*  
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES: 2-24-80

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of February, 1977, at 10:45 o'clock A.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 215.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By *[Signature]* D. C.



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STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 143 PAGE 716

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CANTON FIRST SERVICE CORPORATION, does hereby sell, convey and warrant unto MAGNOLIA BUILDERS, INC., the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 11 of Western Hills Subdivision of the City of Canton, Madison County, Mississippi, as shown by map duly recorded and on file in the Office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 6 at Page 5, reference to which is hereby made in aid of and as a part of this description.

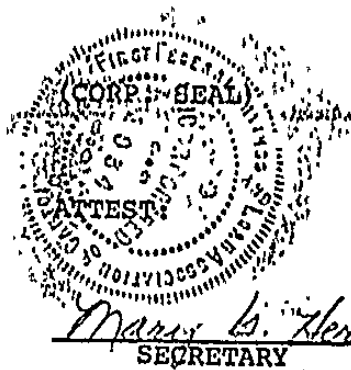
This conveyance is executed subject to the following exceptions:

1. Zoning Ordinances of the City of Canton, Mississippi.
2. Ad valorem taxes for the year 1977 shall be paid by the grantee herein.
3. Restrictive and Protective Covenants dated May 6, 1976 of record in Book 418 at page 775 of the land records of Madison County, Mississippi.

EXECUTED this the 28<sup>th</sup> day of January, 1977.

CANTON FIRST SERVICE CORPORATION

BY: *Elberry*  
PRESIDENT



*Marry B. Herring*  
SECRETARY

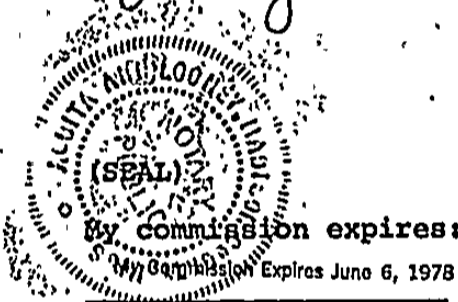
STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 148 PAGE 717

Personally appeared before me, the undersigned authority in and for said county and state, the within named E. C. HENRY and MARY G. HERRING, who acknowledged to me that they are President and Secretary, respectively of Canton First Service Corporation, a Mississippi Corporation, and that as such they did sign, execute and deliver the above and foregoing instrument, having affixed the corporate seal thereto, for the purposes therein stated, in the name of, for and on behalf of said corporation, they being first duly authorized so to do.

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

January, 1977:



Aguita Ann Looney  
NOTARY PUBLIC  
(Aguita Ann Looney Scott)

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 8 day of February, 1977, at 9:00 o'clock A. M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 716 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

BOOK 148 PAGE 718  
WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, NOBLE SMITH and wife, MARY T. SMITH, Grantors, do hereby convey and forever warrant unto MURRY OWEN TEMPLE and wife, JOYCE S. TEMPLE, Grantees, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

E $\frac{1}{2}$  E $\frac{1}{2}$  SW $\frac{1}{4}$ , Section 25, Township 9 North, Range 3 East, Madison County, Mississippi, containing 36 3/4 acres, more or less.

SUBJECT ONLY to the following exceptions, to-wit:

1. County of Madison and State of Mississippi ad valorem taxes for the year 1977.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted August 23, 1976, and recorded in Minute Book AL at page 77 in the records of the Chancery Clerk of Madison County, Mississippi.
3. The reservation by the Federal Land Bank of New Orleans of an undivided 1/2 interest in and to all oil, gas and other minerals lying in, on and under the subject property.

WITNESS OUR SIGNATURES on this the 4th day of

February, 1977.

Noble Smith  
Noble Smith

Mary T. Smith  
Mary T. Smith

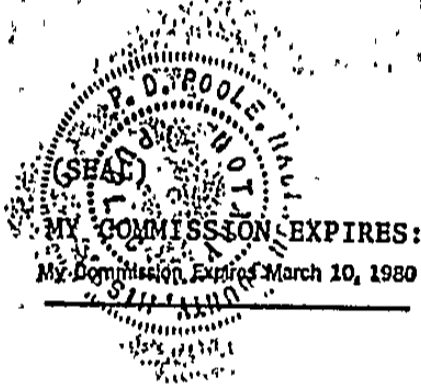
STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 148 PAGE 719

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, NOBLE SMITH and MARY T. SMITH, 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 4th day of February, 1977.

J. D. Poole  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of February, 1977, at 9:10 o'clock A., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 718 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

BOOK 148 PAGE 720

INDEXED

WARRANTY DEED

500

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, BETTY YOUNG STEWART, Grantor, do hereby convey and forever warrant unto JAMES C. BROWN and wife, LINDA R. BROWN, 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, County of Madison, Mississippi, to-wit:

A lot or parcel of land fronting 70.0 feet on the East side of North Union Street in the City of Canton, Madison County, Mississippi, and being more particularly described as being all of Lot 69 less and except a strip of land 5.0 feet in width evenly off the East end of said Lot 69, and all of said lot being situated in Lot 69 of the North Union Subdivision as per plat of record in the office of the Chancery Clerk of Madison County and all in the City of Canton, Madison County, Mississippi.

SUBJECT ONLY to the following exceptions, to-wit:

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1977.
2. City of Canton, Mississippi, Zoning Ordinance, as amended.
3. The reservation by prior owners of all oil, gas and other minerals lying in, on and under the subject property.

Richard Stewart joins in the conveyance herein to convey any homestead interest he has in the subject property.

WITNESS OUR SIGNATURES on this the 8<sup>th</sup> day of February, 1977.

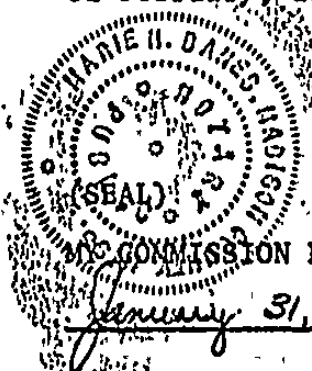
Betty Young Stewart  
Betty Young Stewart  
Richard Stewart  
Richard Stewart

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 148 PAGE 721

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, BETTY YOUNG STEWART and RICHARD STEWART 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 8<sup>th</sup> day of February, 1977.



Marie H. Barnes  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 8 day of February, 1977, at 10:53 o'clock A. M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 220 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

INDEXED

For and in consideration of the sum of Ten Dollars (\$10.00),<sup>50.00</sup> cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, Mrs. Emmette S. Ray, a widow, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto James D. Ainsworth and wife, Katherine D. Ainsworth, as tenants by the entirety and not as tenants in common, my entire undivided interest in and to all the oil, gas and other minerals in and under and that may be produced from the following described property, located and situated in Madison County, Mississippi, to-wit:



TOWNSHIP 7 NORTH, RANGE 2 EAST:

SECTION 2: Thirty (30) acres off the north end of the West Half of Northeast Quarter, this being the same property as described in Land Deed Book 44, Page 442, of the records of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made.



Dated this the 4 day of February, 1977.

Mrs. Emmette S. Ray  
Mrs. Emmette S. Ray



STATE OF MISSISSIPPI  
COUNTY OF Madison

This day personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Mrs. Emmette S. Ray who acknowledged to me that she signed and delivered the above and foregoing Mineral Deed on the day and year therein mentioned.

Given under my hand and official seal, on this the 4 day of February, 1977.

Jane H. Henderson  
Notary Public

My commission expires:

My Commission Expires April 14, 1978



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 8 day of February, 1977, at 11:00 o'clock A., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 223 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

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NUCO SOUTHEAST CORPORATION, a Delaware corporation (the "Company"), having its office at 30 Rockefeller Plaza, New York, New York 10020, does hereby appoint PAUL HAIR as its true and lawful Attorney-in-Fact, with full power and authority from the date hereof until December 31, 1977, to execute for and in the name of the Company in its capacity as a partner of Mitchell Homes, an Alabama partnership composed of the Company and The Mitchell Company, an Alabama general partnership, any deed, deed of trust or other such document, relating to the sale by Mitchell Homes of real property situated in the State of Mississippi provided that: (i) the execution of such document is a necessary incident to the normal operations of and is in the ordinary course of the business and affairs of Mitchell Homes; (ii) such document specifically relates to the purchase, sale, conveying and mortgaging of real property situated in the State of Mississippi; (iii) the total consideration involved in any one transaction shall not exceed \$100,000; and (iv) no more than one lot and/or housing unit is involved in any one transaction.

The foregoing grant of authority is a special power of attorney solely for the purposes herein stated.

EXECUTED this the 1st day of February, 1977.

NUCO SOUTHEAST CORPORATION

*Charles A. Williams*  
Vice President




*Earle B. Henley*  
Assistant Secretary



STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS.  
UNITED STATES OF AMERICA )

BOOK 148 PAGE 724

On this 1st day of February, 1977, before me personally came Chester A. Williams, Jr. and Earle B. Henley, Jr., to me known, who being by me duly sworn did depose and say that they reside at Sanford Road, Delaware Township, New Jersey and 192 North Bedford Road, Chappaqua, New York, respectively, that they are Vice President and Assistant Secretary, respectively, of NUCO SOUTHEAST CORPORATION, the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation and that they signed their names thereto by like order.

  
Notary Public  
KEVIN M. O'CONNOR  
Notary Public, State of New York  
No. 45-11224  
Qualified in Westchester County  
Certificate filed in New York County  
Commission Expires March 30, 1977

STATE OF MISSISSIPPI, County of Madison:

J. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of February, 1977, at 11:50 o'clock A. M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 223 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By Shakun 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, the undersigned CHARLES E. RODGERS does hereby sell, convey and warrant unto ROBERT S. MURPHREE and THOMAS M. MURPHREE, JR. the following described land and property located in Madison County, Mississippi, and more particularly described as follows, to-wit:

A tract of land lying and being situated in the W 1/2 SW 1/4 and the E 1/2 SW 1/4 of Section 15, Township 7 North, Range 1 East, Madison County, Mississippi and described as follows:

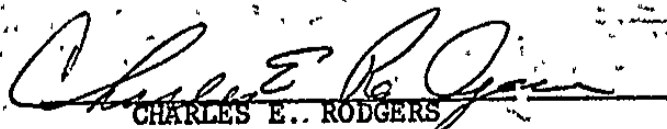
Begin at an iron pin that is 1976.7 feet North and 685.0 feet East of the SW corner of Section 15, Township 7 North, Range 1 East, Madison County, Mississippi and run thence North 662.2 feet to an iron pin set on a fence line; S 89 degrees 37 minutes E 92.9 feet along a fence line to a point; thence S 89 degrees 18 minutes E 376.2 feet along said fence line to a point; thence S 87 degrees 56 minutes E 247.8 feet along said fence line to an iron pin at a fence corner; thence S 02 degrees 26 minutes W 136.9 feet along a fence line to a point; thence S 01 degrees 40 minutes W 473.8 feet along said fence line to an iron pin; thence S 86 degrees 54 minutes W 698.2 feet to the point of beginning, containing 10.35 acres, more or less, including in such conveyance the perpetual and permanent easement for the right of ingress and egress to said property as conveyed to said Grantor in that certain Partition Deed dated April 6, 1976, as recorded in Book 144 at Page 880 in the Office of the Chancery Clerk of Madison County, Mississippi.

The warranty herein contained is subject to the mineral leases of record in Book 7 at Page 22 and in Book 8 at Page 513 in the office of the Chancery Clerk of Madison County, and to the covenants and restrictions of record of Madison County, Mississippi.

The Grantor further warrants that no part of the aforesaid property is a part of his homestead.

The 1977 ad valorem taxes are to be paid by the Grantees when due.

WITNESS MY SIGNATURE on this the 7 day of February, 1977.

  
CHARLES E. RODGERS

BOOK 148 PAGE 726

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named CHARLES E. RODGERS, who acknowledged to me that he signed and delivered the above and foregoing Warranty Deed on the day and year therein written, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 27th day of February, 1977.

A. G. Helgeson  
NOTARY PUBLIC

My Commission expires:  
2-23-77



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filled for record in my office this 8 day of February, 1977, at 12:30 o'clock P. M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 225 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

ASSUMPTION 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, and for the further consideration of the assumption of and agreement to pay as and when due the certain indebtedness due and owing by the Grantors herein unto Wortman & Mann, Inc., which indebtedness is secured by a deed of trust dated August 25, 1971, and recorded in Book 382 at page 600 of the records of the Chancery Clerk of Madison County, Mississippi, We, DONALD ROBERT CAUTHEN and wife, WILODEAN M. McCRORY CAUTHEN, Grantors, do hereby sell, grant, convey and warrant unto DALLAS ALLEN McCRORY and wife, DEBORAH ANN McCRORY, 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 Ridgeland, Madison County, Mississippi, to-wit:

Lot Twenty-five (25), Ridgeland East Subdivision, Pt. 1, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at page 30.

SUBJECT ONLY to the following exceptions, to-wit:

1. Grantors do transfer and assign any interest in the required escrow account retained by Wortman and Mann, Inc. to the Grantees; however, any surplus shall be the property of the Grantors and the Grantors assign unto the Grantees interest they have in insurance policies covering the subject property.

2. Excepted from the warranty of this conveyance are all building restrictions, easements, rights-of-way and mineral reservations of record pertainint to the said property.

BOOK 148 PAGE 728

3. City of Ridgeland, County of Madison and State of Mississippi ad valorem taxes for the year 1977 shall be assumed and paid by the Grantees.

WITNESS OUR SIGNATURES on this the 8th day of February, 1977.

Donald Robert Cauthen  
Donald Robert Cauthen

Wilodean M. McCrory Cauthen  
Wilodean M. McCrory Cauthen

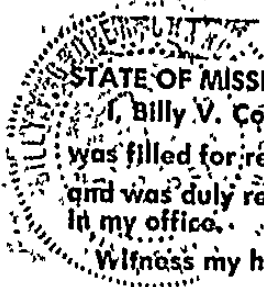
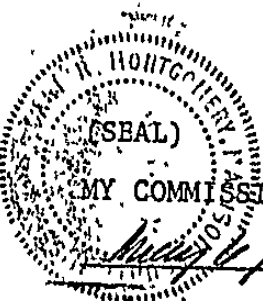
STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, DONALD ROBERT CAUTHEN and wife, WILODEAN M. MCCRORY CAUTHEN 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 8th day of February, 1977.

Carl R. Montgomery  
Notary Public



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of February, 1977, at 1:45 o'clock P.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 727 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

SPECIAL WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, CHARLES O. JOHNSON and BOBBIE JEAN F. JOHNSON, Grantors, do hereby convey and specially warrant unto BOBBIE JEAN F. JOHNSON, Grantee, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:


A lot or parcel of land fronting eighty (80) feet on the north side of Grand Street in the City of Canton, Madison County, Mississippi, and being more particularly described as being all of Lot 12 of Highland Park Estates, a subdivision in the City of Canton, Madison County, Mississippi

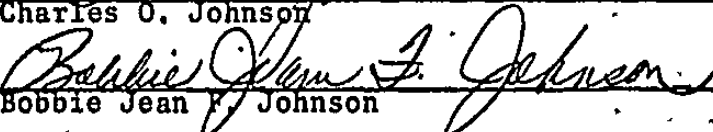
WARRANTY OF THIS CONVEYANCE is subject only to the following to-wit:

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes shall be assumed and paid by the Grantee.

2. The Grantee does hereby assume and agree to pay that certain indebtedness to Cameron-Brown Mortgage Company, Jackson, Mississippi, which is secured by the subject property, and that the Grantor, Charles O. Johnson, does set over and assign to the Grantee any and all interest in existing insurance on the subject property and any and all escrow accounts existing at said Cameron-Brown.

WITNESS OUR SIGNATURES on this the 8<sup>th</sup> day of February, 1977.

  
\_\_\_\_\_  
Charles O. Johnson

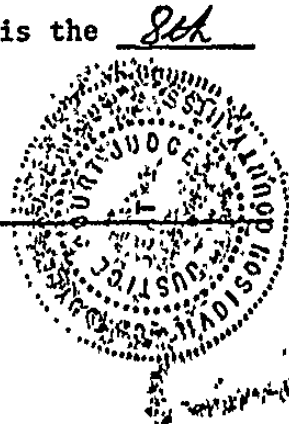
  
\_\_\_\_\_  
Bobbie Jean F. Johnson

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, CHARLES O. JOHNSON and BOBBIE JEAN F. JOHNSON, 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 8th day of February, 1977.

CD Lambert  
Notary Public



(SEAL)

MY COMMISSION EXPIRES:

1-7-1980

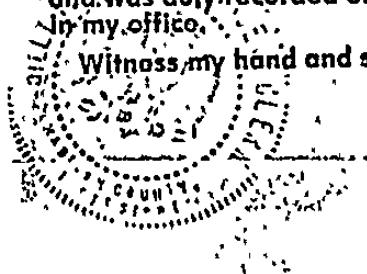
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of February, 1977, at 1:46 o'clock P.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 229 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.



FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as a part of the consideration for this conveyance, Grantees, by their acceptance of this deed, assume and agree to pay, as and when due, and payable, all amounts owing on the indebtedness secured by that certain Deed of Trust outstanding against said property, dated November 21, 1975, in favor of Unifirst Federal Savings and Loan Association of Jackson, Ms., as the original mortgagee, recorded in Book 414 at Page 595, of the mortgage records of said county, and also hereby assumes the obligations of Nels C. Kvalheim (the original veteran borrower) under the terms of the instruments creating the loan to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned, commencing with the installment payment due February 1, 1977, and forward, the undersigned, TERRY L. LOWERY and wife, LINDA D. LOWERY, by these presents, do hereby sell, convey and warrant unto DAVID A. JOLLY and wife, PATRICIA A. JOLLY, as joint-tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in Madison County, Mississippi, described as follows, to-wit:

Lot Two (2), of Pear Orchard Subdivision, Part III (3), according to the map thereof which is of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat. Book 5 at Page 56, reference to which is hereby made.

This conveyance and its warranty is further subject to exceptions, namely: (a) restrictive covenants presently in force, recorded in Book 404 Page 761, Book 405 Page 408; (b) prior severance of an undivided one-half of all oil, gas and other minerals; (c) 10 foot easement across South side of lot per subdivision plat; (d) ad valorem taxes for the present year, which have been prorated this date by estimation, and will be adjusted to actual when ascertained as to amount.

For the same consideration, Grantors assign to the Grantees all escrow funds for taxes and insurance, insurance policies, as held by the beneficiary of the foregoing deed of trust for the benefit of the undersigned.



WITNESS the hand and signature of the Grantors hereto affixed on this the 31st day of January, 1977.

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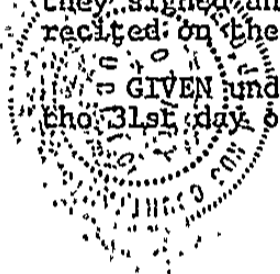
Terry L. Lowery  
TERRY L. LOWERY

Linda D. Lowery  
LINDA D. LOWERY

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority, in and for the jurisdiction aforesaid the within named TERRY L. LOWERY and wife, LINDA D. LOWERY, who each acknowledged to me that they signed and delivered the foregoing instrument for the purposes recited on the date therein set forth.

GIVEN under my hand and the official seal of my office on this the 31st day of January, 1977.

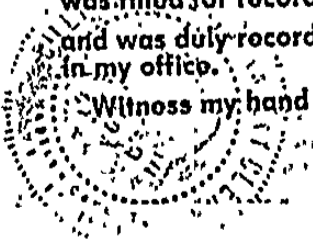


Paul W. [Signature]  
NOTARY PUBLIC

My Comm. Expires: My Commission Expires Aug. 22, 1979

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8th day of February, 1977, at 1:50 o'clock P. M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 231 in my office.



Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the assumption by the Grantees of that certain indebtedness to Capitol Savings and Loan, Canton, Mississippi as evidenced by that certain deed of trust dated January 24, 1974 and recorded in Trust Deed Book 400 at Page 459, the undersigned Grantor does hereby sell, convey and warrant unto MICHAEL J. ELLIS and HOWARD J. ELLIS as joint tenants with the 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 and described as follows, to-wit:

Commencing at the intersection of the East line of South Union Street with the North line of West Academy Street and run East along the North line of West Academy Street for 53.3 feet to the Southwest corner and point of beginning of the property herein described; thence run North parallel to the East line of South Union Street for 90 feet to a point; thence East parallel to North line of West Academy Street for 50 feet to a point; thence South parallel to the East line of South Union Street for 90 feet to a point on the North line of West Academy Street; thence West along the north line of West Academy Street for 50 feet to the point of beginning.

The Grantor hereby assigns and transfers unto the Grantees all funds now in escrow with Capitol Savings and Loan for payment of insurance and taxes on the above described property.

The warranty contained herein is made subject to the following:

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1976 which are to be paid 10/12ths by the Grantor and 2/12ths by the Grantees.
2. Zoning and sub-division regulation ordinances of the City of Canton, Mississippi.

The undersigned Grantor warrants that the above described property is no part of his homestead.

WITNESS MY SIGNATURE on this the 21 day of October, 1976.

Billie U. Flynn Jr.  
Billie U. Flynn Jr.

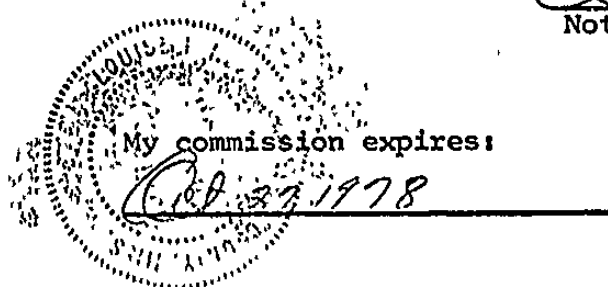
STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned notary public in and for the aforesaid jurisdiction, the within named BILLIE U. FLYNN, JR. who acknowledged to me that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

Given under my hand and official seal on this the 21 day of October, 1976.

Louise J. Hester  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filled for record in my office this 8 day of February, 1977, at 2:00 o'clock P. M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 233 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and for the additional consideration of the assumption by the Grantees, DWIGHT K. WELCH and WILLIE W. WELCH, herein of that certain indebtedness secured by a Deed of Trust dated March 6, 1974, filed for record March 22, 1974, and recorded in Deed of Trust Book 401, at page 663, executed by WILLIAM DAVID PEDEN and BRENDA SUE PEDEN to Frank Evans, Trustee for C. E. Waldrop and Althea L. Waldrop, and securing the repayment of an indebtedness therein described, WILLIAM DAVID PEDEN and BRENDA SUE PEDEN, Grantors, do hereby convey and warrant unto DWIGHT K. WELCH and WILLIE W. WELCH, as joint tenants with the right of survivorship and not as tenants in common the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land situated in the SW $\frac{1}{4}$  of Section 26, and SE $\frac{1}{4}$  of Section 27, T8N, R2W, Madison County, Mississippi and being more particularly described as follows:  
From the NE corner of NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 26, T8N, R2W, Madison County, thence West for a distance of 960.0 feet; thence South 38° West for a distance of 556.0 feet to the point of beginning of the property herein described; continue South 38° West for a distance of 1033.0 feet to the North line of a County Road; thence East along said road for a distance of 451.0 feet; thence South 82° 30' East along said Road for a distance of 187.0 feet; thence North for a distance of 838.0 feet to the point of beginning containing 6.0 acres, more or less.

Excepted from this warranty are the rights of Mississippi Power & Light Company right of way across the described property.

We the undersigned Grantees do hereby accept this and do hereby agree to repay the above described indebtedness secured by said Deed of Trust as and when due.

WITNESS our signatures this the 8 day of February, 1977.

William David Peden Jr.  
WILLIAM DAVID PEDEN

Brenda Sue Peden  
BRENDA SUE PEDEN

ACCEPTED:

Dwight K. Welch  
DWIGHT K. WELCH

Willie W. Welch  
WILLIE W. WELCH

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named WILLIAM DAVID PEDEN and BRENDA SUE PEDEN, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned, as and for their act and deed.

Witness my signature and official this 8<sup>th</sup> day of February, 1977.

Janice J. Sullivan  
Notary Public in and for Madison County,  
Mississippi.

My Commission Expires:

January 13, 1981

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named DWIGHT K. WELCH and WILLIE W. WELCH who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned, as and for their act and deed.

Witness my signature and official seal this 8<sup>th</sup> day of February, 1977.

Janice J. Sullivan  
Notary Public in and for Madison County,  
Mississippi

My Commission Expires:

January 13, 1981

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of February, 1977, at 2:28'clock P.M., and was duly recorded on the 15 day of February, 1977, Book No. 143 on Page 235 in my office.

Witness my hand and seal of office, this the 15 of February, 1977

BILLY V. COOPER, Clerk

By [Signature] D. C.

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8.  
\$1.00 Min. St.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 148 PAGE 737

WARRANTY DEED

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In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, WILLIAM W. DINKINS, do hereby convey and warrant unto the CITY OF CANTON, MISSISSIPPI, a municipal corporation, the following described lands lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Commence at the southeast corner of OAK GROVES ESTATES, according to a plat thereof recorded in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book 4 at page 8, which point is on the north side of East Center Street, and run thence S87°00'E 429 feet to the west line of Hargon Street, thence N03°54'E along the west side of Hargon Street 514 feet, thence N00°50'E along the west side of Hargon Street 250 feet to a point 50 feet N00°50'E from the northeast corner of the lot conveyed to Madison County Farm Bureau, (said point being the intersection of the west line of Hargon Street with the north line of a proposed street and the point of beginning of the property here described); thence N87°00'W for 152.5 feet along the north line of said proposed street to a point; thence N00°36'E for 100 feet to a point; thence S87°00'E for 152.5 feet to a point on the west side of Hargon Street; thence S00°36'W along the west line of Hargon Street for 100 feet to the point of beginning. Also,

Commencing at the southeast corner of OAK GROVES ESTATES, according to a plat thereof recorded in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book 4 at page 8, which point is on the north side of East Center Street, and run thence south 87° east 429 feet to the west line of Hargon Street, thence north Q3°54' east along the west side of Hargon Street 514 feet, thence north 00°50' east along the west side of Hargon Street 250 feet to a point that is 50 feet north 00°50' east from the northeast corner of the lot conveyed to Madison County Farm Bureau, and run thence north 87° west 152.5 feet to the true point of beginning of the lot hereby conveyed; thence north 00°36' east 100 feet, thence north 87° west 150.5 feet, thence south 00°36' west 100 feet, thence south 87° east 150 5 feet to the point of beginning.

Grantor reserves all oil, gas and other minerals in, on and under the above described land. Grantor also reserves the right to occupy the building located on the above described lots, and the above described lots for a period of 90 days from the date of this deed, except that rent shall be payable to grantee.

Witness my signature, this February 7, 1977.

*William W. Dinkins*  
William W. Dinkins

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

Witness my signature and official seal, this February 7, 1977.

My commission expires:  
August 18, 1979

Susie T. Burns  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

J. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of February, 1977, at 2:30 o'clock P. M., and was duly recorded on the 15 day of February, 1977, Book No. 143 on Page 237 in my office.

Witness my hand and seal of office, this the 15 of February, 1977  
BILLY V. COOPER, Clerk

By [Signature] D. C.

A F F I D A V I T

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, a Notary Public in and for said County and State, the within named TOM J. FLETCHER (also known as T. J. Fletcher, Jr.) who being by me first duly sworn states on oath:

That the heirs at law of Marie F. Nichols of Canton, Madison County, Mississippi, who died on or about April 8, 1976, are the following:

(1) Aileen Fletcher Jenkins, a sister, and who subsequently died without a will, so far as known, in October 1976, leaving no children or descendants and leaving as her only heir at law her husband, J. Yates Jenkins.

(2) Tom J. Fletcher (also known as T. J. Fletcher, Jr.), a nephew, being the only child of Tom J. Fletcher, Sr., a brother of said decedent who predeceased the said Marie F. Nichols.

(3) The descendants of John C. Fletcher, Sr., a brother of said decedent who predeceased the said Marie F. Nichols, namely:

(a) Louise Fletcher Troutman, a niece of decedent.

(b) Children of John C. Fletcher, Jr., a nephew of decedent who predeceased the said Marie F. Nichols, and who left surviving him as his only descendants the following children, namely:

1. Susan Fletcher Phillips
2. Charlotte Ann Fletcher
3. Jo Ellen Fletcher Herndon.

That affiant states further that Robert Fletcher, Sr., who was a brother of the said Marie F. Nichols, deceased, predeceased her and that he only had one child namely, Robert Fletcher, Jr., who likewise predeceased the said Marie F. Nichols and who left no children or descendants.

That at the time of the death of the said Marie F. Nichols she was unmarried and she left no father, mother, children, or descendants surviving her.

That the post office and street addresses of each of the afore-heirs at law of said decedent are as hereinafter stated, to-wit:



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J. Yates Jenkins

1. ~~Alleen Fletcher Jenkins~~, 625 19th Street, Santa Monica, California 90402
2. Tom J. Fletcher, 4562 Rockford Court, Charlotte, N. C. 28209
3. Louise Fletcher Troutman, 69 Beacon Hill Lane, Charlotte, N.C. 28209
4. Susan Fletcher Phillips, 7211 Foxhunt Road, Charlotte, N. C. 28209
5. Charlotte Ann Fletcher, 1610 Paddock Circle, Charlotte, N.C. 28209
6. Jo Ellen Fletcher Herndon, 5314 Plaza Road, Charlotte, N.C. 29212

That affiant states further that Michael Fletcher (a/k/a/ T. Michael Fletcher), is a son of Tom J. Fletcher and that Mrs. Ruth Fletcher is the widow of John C. Fletcher, Jr., deceased. That their post office and street addresses are as follows, to-wit:

1. Michael Fletcher, 4562 Rockford Court, Charlotte, N.C. 28209
2. Mrs. Ruth Fletcher, 1610 Paddock Circle, Charlotte, N.C. 28209

That affiant states further that all of the aforesaid parties are now adults and are under no legal disabilities.

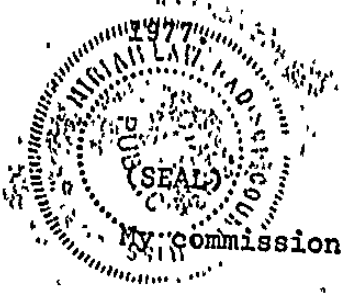
WITNESS my signature this 27th day of January, 1977.

Tom J. Fletcher  
Tom J. Fletcher

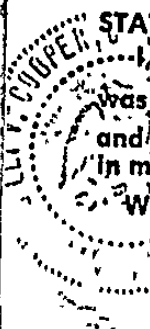
Sown to and subscribed before me this 27th day of January,

Miriam Low  
Notary Public

My commission expires: March 5, 1978



STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of February, 1977, at 3:15 o'clock P.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 239 in my office.  
 Witness my hand and seal of office, this the 15 of February, 1977.  
 BILLY V. COOPER, Clerk  
 By [Signature], D. C.



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QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, ANNA B. DYKES, do hereby convey and quitclaim unto JIMMIE M. DYKES, all of my right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to wit:

This parcel of land is located in the NW 1/4 of NW 1/4 of Section 33, Township 9 North, Range 1 West, Madison County, Mississippi, and more particularly described as follows:

Starting at the NW corner of said Section 33 and run along North line of said section a distance of 856' to a point; thence run South to the South right of way line of a county road; thence continue South a distance of 353.5' to an iron pin and the Point of Beginning; thence continue South along a fence line 210' to an iron pin; thence through a deflection angle of 80° 54' left run 208' to an iron pin; thence through a deflection angle of 99° 06' left run 210' to an iron pin; thence through a deflection angle of 80° 54' left run 210' to the point of beginning and containing 1 acre more or less.

AND ALSO: One (1) Riveria Mobile Home located on the above described realty, together with all furniture, furnishings, fixtures, household goods and appliances of every kind and character situated therein or thereunto appertaining.

WITNESS MY SIGNATURE on this the 8<sup>TH</sup> day of February, 1977.

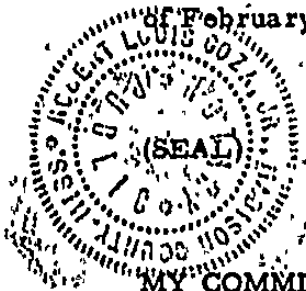
Anna B. Dykes  
Anna B. Dykes, Granter (being one and the same person as Anna Marie Beard)

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STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority  
in and for the jurisdiction above mentioned, ANNA B. DYKES, who  
acknowledged to me that she did sign and deliver the foregoing instru-  
ment on the date and for the purpose therein stated.

GIVEN UNDER MY HAND and official seal on this the 8<sup>th</sup> day  
of February, 1977.



Robert Lewis Goy, Jr.  
Notary Public

MY COMMISSION EXPIRES:

April 25, 1977

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument  
was filed for record in my office this 8<sup>th</sup> day of February, 1977, at 4:35 o'clock P. M.,  
and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 282  
in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

WARRANTY DEED

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For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, CHARLES ELON BOWERING and wife, REBECCA W. BOWERING, do hereby convey and warrant unto KERMIT HUDSON BRIDGES and wife, CHRISTINE RAY BRIDGES, as joint tenants with the right of survivorship, the following described land lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 146.0 feet on the East side of Vernon and Mannsdale Road, and also fronting 127.50 feet on the south side of Public Road running to the east, in the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 12, Township 9, North, Range 1 West, Madison County, Mississippi, and being more particularly described as beginning at the intersection of above mentioned Vernon and Mannsdale Road with said public road said Public Road being described as <sup>being</sup> running along the North line of Section 12 as per deed of record in Book 85 Page 18 of the Records of the Chancery Clerk of Madison County, at Canton, said point of intersection also being described as being 680.38 feet West of the NE Corner of Section 12, and from said point of beginning run thence S 25° 50' E for 146.0 feet along the center line of said Vernon and Mannsdale Road, thence running N 80° 25' E for 126.0 feet, thence running N 25° 50' W for 141.0 feet to the center of Public Road running along the North line of Section 12, thence running S 82° 40' W for 127.5 feet along the center of said Public Road to the point of beginning, less and except that certain strip of land along the North side and along the West side being the ROW to the County Road and subject to any and all rights that the County has to said ROW, and containing in all 0.25 acres more or less in the NE part of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  Section 12, Township 9 North, Range 1 West, Madison County, Mississippi.

Grantors intend and do hereby convey, whether properly described or not, that certain lot upon which is situated the building known and operated as "Trade Winds" Grocery.

Taxes for 1977 will be paid 0 by Grantors and 100% by Grantees.

WITNESS our signatures this the 4th day of Feb., 1977.

Charles Elon Bowering  
CHARLES ELON BOWERING  
Rebecca W. Bowering  
REBECCA W. BOWERING

STATE OF MISSISSIPPI

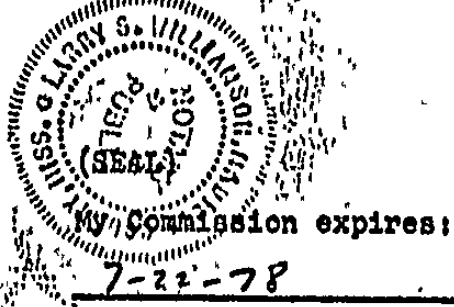
COUNTY OF MADISON

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Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within named CHARLES ELON BOWERING and REBECCA W. BOWERING, 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

February, 1977.



Larry S. Williams  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of February, 1977, at 9:00 o'clock A.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 242 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, SANDALWOOD CORPORATION, a Mississippi Corporation, does hereby sell, convey and warrant unto WILLIAM N. WHITWER and wife, CAROL C. WHITWER as joint tenants with full right of survivorship, the following described land and property situated in Madison County, State of Mississippi, to-wit:

Lot 98 of SANDALWOOD SUBDIVISION, PART THREE, as per map or plat on file and of record in the Office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 6 at Page 3, reference to which is hereby made in aid of and as a part of this description.

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 said grantees, or their assigns, any deficit on an actual proration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers, this the 29th day of December, 1976.

SANDALWOOD CORPORATION

BY:

Jerry Jackson  
JERRY JACKSON, VICE PRESIDENT

ATTEST:

Ken Warren  
KEN WARREN, TREASURER

APPROVED BY:

R. W. Warren  
R. W. WARREN, CONSERVATOR

STATE OF MISSISSIPPI

COUNTY OF HINDS

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PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Jerry Jackson and Ken Warren personally known to me to be the Vice President and Treasurer of the within named SANDALWOOD CORPORATION, who acknowledged that they signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said corporation and as its own act and deed, they having been first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 29th day of December, 19 76.



Sandy McBrayer  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
January 15, 1980

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, R. W. WARREN, who acknowledged that he 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 29th day of December, 19 76.



Sandy McBrayer  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
January 15, 1980

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of February, 19 77, at 9:00 o'clock A. M., and was duly recorded on the 15 day of February, 19 77 Book No. 148 on Page 745 in my office.

Witness my hand and seal of office, this the 15 of February, 19 77.

BILLY V. COOPER, Clerk

By [Signature] D. C.

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WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, THOMAS M. HARKINS BUILDER, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto JACK A. ROELL, JR. and wife, LIBBY S. ROELL, 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 Fifteen (15), PEAR ORCHARD SUBDIVISION, PART FIVE (5), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, State of Mississippi in Plat Book 6 at Page 10 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 1977 are to be prorated between the Grantor and the Grantees herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the 4th day of February, 1977.

THOMAS M. HARKINS BUILDER, INC.

BY: Thomas M. Harkins  
Thomas M. Harkins, President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas M. Harkins, who acknowledged to me that he is the President of Thomas M. Harkins Builder, Inc., a Mississippi corporation, and that he, as such President, for and on behalf of

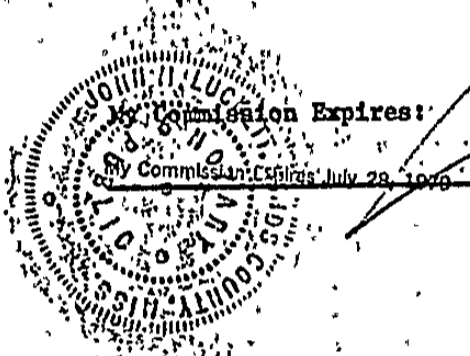


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said corporation, signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

GIVEN under my hand and official seal of office, this the 4th day of February, 1977.

*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires: July 28, 1978

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of February, 1977, at 9:00 o'clock A. M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 747 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk  
By *[Signature]*, D. C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, MAGNOLIA BUILDERS, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto WILLIAM SCOTT HOWELL and wife, DORIS D. HOWELL, 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 Three (3), NORTHWOOD SUBDIVISION, PART II, 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 6 at Page 7 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 1977 are to be prorated between the Grantor and the Grantees herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the 4th day of February, 1977.

MAGNOLIA BUILDERS, INC.

By:

H. W. Dennis, President

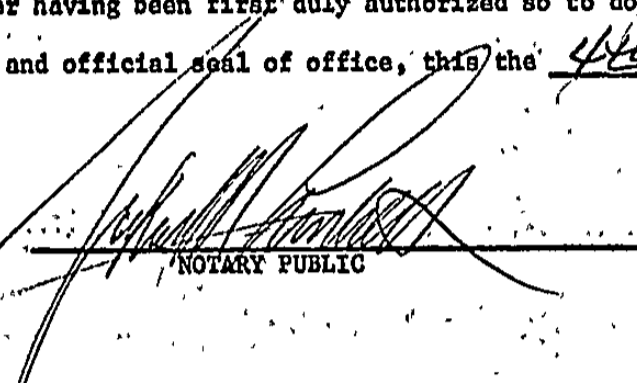
STATE OF MISSISSIPPI  
COUNTY OF HINDS

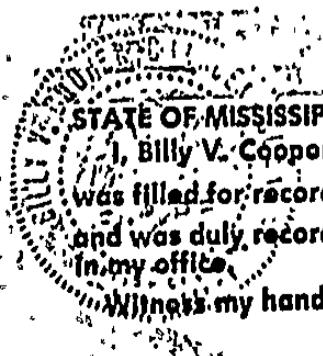
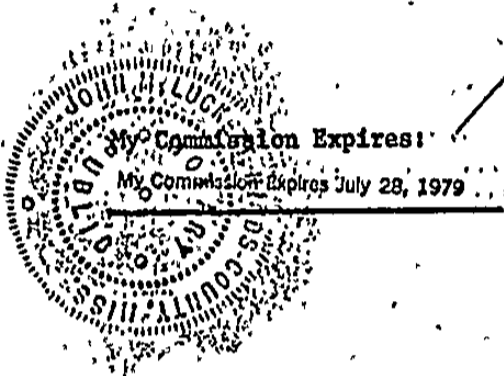
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named H. W. Dennis, who acknowledged to me that he is the President of Magnolia Builders, Inc., a Mississippi corporation, and that for and on behalf of said corporation he signed and

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delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said corporation, for the purposes therein stated, after having been first duly authorized so to do,

GIVEN under my hand and official seal of office, this the 4th day of February, 1977.

  
\_\_\_\_\_  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of February, 1977, at 9:00 o'clock A.M., and was duly recorded on the 15 day of February, 1977 Book No. 148 on Page 749 in my office.

Witness my hand and seal of office, this the 15 of February, 1977

BILLY V. COOPER, Clerk

By Shasken, D. C.

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540

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, ELEANOR C. HALE FREILER, Grantor, do hereby convey and forever warrant unto LEO H. VARNER and wife, LOUISE F. VARNER, 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:

That certain lot or parcel of land being described as being a lot on North side of Dinkins Street fronting thereon 55 feet and running back North between parallel lines to a depth of 167 feet and on which said lot is a concrete house and being the only lot on said Dinkins Street at this time on which is erected a concrete house and being the same property conveyed by R. N. Sutherland by deed of December 1, 1925, recorded in Book 4, Page 32, to E. W. Glover and Pearl Glover, in the City of Canton and being the same property conveyed to J. W. Hale by deed of January 16, 1932, recorded in Book 8, Page 381

SUBJECT ONLY to the following exceptions, to-wit:

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1977.
2. City of Canton, Mississippi, Zoning Ordinance, as amended.

WITNESS OUR SIGNATURES on this the 8th day of February, 1977.

*Eleanor C. Hale Freiler*  
\_\_\_\_\_  
Eleanor C. Hale Freiler

BOOK 148 PAGE 751

STATE OF MISSISSIPPI

COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 8th day of February, 1977.

P. D. Poole

Notary Public



MY COMMISSION EXPIRES:

My Commission Expires March 10, 1980

STATE OF MISSISSIPPI, County of Madison:

T. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for record in my office this 9 day of February, 1977, at 9:20 o'clock A.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 200 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature], D. C.

8

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INDEXED

WARRANTY DEED

541

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

The South forty-four feet (44') of Lot 33, Madison Rolling Hills Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at page 63, reference to which map or plat is here made in aid of and as a part of this description.

IT IS the intention of the Grantor to convey, and there is hereby conveyed, that strip of land lying between Lot 35, Madison Rolling Hills Subdivision and that certain sixty (60') foot wide perpetual easement running East and West from Deerfield Road to the West line of Lot 33, Madison Rolling Hills Subdivision.

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

IT IS AGREED and understood that the taxes for the current year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantee or assigns any deficit on an actual proration, and likewise the Grantee agrees to pay to the Grantor or assigns any amount overpaid by it.

WITNESS MY SIGNATURE, this, the 4th day of February, 1977.

J & W BUILDERS, INC.

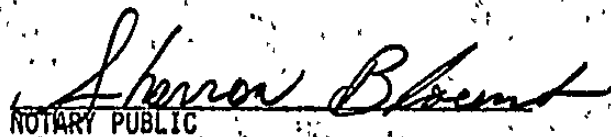
BY: Jerry D. Johnson  
JERRY D. JOHNSON, PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 148 PAGE 753

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JERRY D. JOHNSON, personally known to me to be the President of J & W BUILDERS, INC., a Mississippi corporation, who acknowledged that he signed and delivered the above and foregoing Warranty Deed as the act and deed of J & W Builders, Inc., having been first duly authorized so to do.

Given under my hand and official seal of office, this, the 4th day of February, 1977.

  
NOTARY PUBLIC

My Commission Expires:

8-1-79

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of February, 1977, at 9:30 o'clock A.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 252 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By  D. C.

8

PERPETUAL EASEMENT AND RIGHT OF WAY

513

FOR VALUE RECEIVED and for the purpose of providing access to that certain property lying West of Lot 33, Madison Rolling Hills Subdivision, Madison County, Mississippi, and to provide a public way and road, J & W BUILDERS, INC., does hereby grant and convey unto Phillips Building Supply of Gulfport, Inc., and to all members of the general public, a perpetual, irrevocable and nonexclusive easement and right of way for a public road, which easement and right of way is more particularly described as follows, to-wit:

A strip of land sixty (60') feet in width being thirty (30') feet either side of a center line which line runs East and West through the center of Lot 33, Madison Rolling Hills Subdivision from Deerfield Road on the East to the West boundary line of Lot 33, Madison Rolling Hills Subdivision, said parcel being a part of Lot 33, Madison Rolling Hills Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at page 63, reference to which map or plat is here made in aid of and as a part of this description.

WITNESS MY SIGNATURE, this, the 11<sup>th</sup> day of February, 1977.

J & W BUILDERS, INC.

BY: Jerry D. Johnson  
JERRY D. JOHNSON, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JERRY D. JOHNSON, personally known to me to be the President of J & W BUILDERS, INC.,

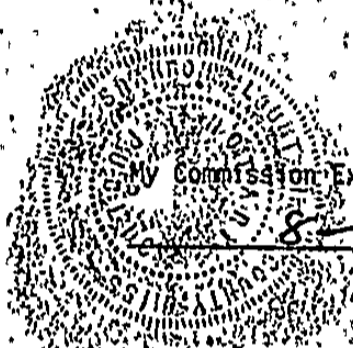


BOOK 148 PAGE 755

a Mississippi corporation, who acknowledged that he signed and delivered the above and foregoing instrument of writing as the act and deed of J & W Builders, Inc., having been first duly authorized so to do.

Given under my hand and official seal of office, this, the 4th day of February, 1977.

Sharon Blount  
NOTARY PUBLIC



My Commission Expires:

8-1-79

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of February, 1977, at 9:00 o'clock A.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 254 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By Sharon Blount D. C.



WARRANTY DEED

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544

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I the undersigned ROBERT F. TULLOS do hereby sell, convey, and warrant unto E. DAVID COX and W. J. SHANKS the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Eighty (80) feet off the South end of Lot 8, Block 2, Ella J. Lee Addition;

ALSO Lot 7, Block 2, Ella J. Lee Addition a Subdivision according to a map or plat thereof on file in the Office of the Chancery Clerk, Madison County, Mississippi.

Grantees. assume and agree to pay that certain indebtedness to Mrs. Bessie Lawrence Tucker evidenced by instrument of record in Book 412 at Page 315.

WITNESS MY SIGNATURE this 9 day of JAN

1977.

Robert F. Tullos  
ROBERT F. TULLOS

STATE OF MISSISSIPPI

COUNTY OF Hinds

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

WITNESS MY SIGNATURE AND SEAL this 9 day of

JAN, 1977.

CP Martin  
NOTARY PUBLIC

My commission expires:

My Commission Expires July 31, 1977



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of February, 1977, at 10:00 o'clock a.m., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 756 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By Shanks D.C.

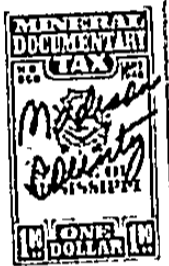
STATE OF MISSISSIPPI  
COUNTY OF MADISON

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INDEXED

550

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



E 1/2 of E 1/2 of NW 1/4, Section 33, Township 12 North,  
Range 5 East, Madison County, Mississippi.

This conveyance is subject to the following:

1. The reservation of one-half (1/2) of the oil, gas and other minerals in and under the captioned lands by Don C. Matthews in deed dated November 23, 1951, and recorded in Book 52 at page 185 of the records of Madison County, Mississippi.
2. The reservation of one-fourth (1/4) of the oil, gas and other minerals in and under the captioned lands by H. M. McGowan, Jr., et ux., in deed dated September 19, 1961, and recorded in Book 82 at page 371 of the records of Madison County, Mississippi.
3. Saving, excepting and reserving unto the Grantor herein, his heirs and assigns, an undivided one-fourth (1/4) interest in and to all of the oil, gas and petroleum hydrocarbons lying in, on and under the within described land. This reservation shall not be construed as reserving any sand, clay, gravel or other solid material the mining of which would deprive the land of its lateral or subjacent support or endanger such support, it being the intention of the Grantor to convey to the Grantee no interest in oil, gas and petroleum hydrocarbons; however, title to all such sand, clay, gravel or other solid material is intended to be conveyed hereby. The undersigned Grantor hereby covenants, however,

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Insofar as he may covenant, that he will neither conduct nor permit any development operations on the land within six hundred feet (600') of any improvements now on or hereafter placed in or upon the land by Grantee, its successors or assigns, and will incorporate in any future lease of the lands a like covenant, which covenant of the lessee will also obligate the lessee to pay the owner for any damage to the surface of the lands and for the value of any timber or trees damaged, injured or removed by Lessee's operations on the land. Grantor further covenants that, should he undertake to himself develop said land for oil, gas and other hydrocarbons as fee owner, Grantor will pay the owner for any damage to the surface of the lands and for the value of any timber or trees damaged, injured or removed by Grantor's operations. These covenants shall be construed as covenants running with the land.

4. Notwithstanding the warranty of this instrument, ad valorem taxes for the year 1977 shall be paid by the Grantee herein.

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

WITNESS the signature of the Grantor this the 9th day of February, 1977.

  
WARDELL THOMAS

Books 148 Page 758 1/2

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named WARDELL THOMAS, who acknowledged that he signed, executed and delivered the within and foregoing instrument of writing as and for his voluntary act and deed on the day and year therein mentioned.

WITNESS my hand and official seal this 9<sup>th</sup> day of February, 1977.

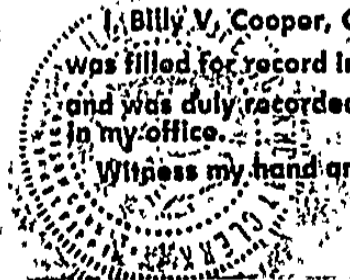


Obbie M. Gober  
NOTARY PUBLIC

My commission expires: Feb. 25, 1978

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of February, 1977, at 11:00 o'clock a. M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 257 in my office.



Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk  
By [Signature] D. C.

WARRANTY DEED

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552

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, BAILEY & BAILEY, INC., a Mississippi Corporation, does hereby sell, convey and warrant unto MYERS AND MYERS BUILDERS, INC., a Mississippi Corporation, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

LOT 3 PEAR ORCHARD SUBDIVISION, PART 5, a subdivision of record and on file in the office of the Chancery Clerk of Madison County, Mississippi at Canton, Mississippi, in Plat Book 6 at Page 10, reference to which is hereby made.

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 ad valorem taxes for the current year are assumed by the Grantees herein.

WITNESS the signature of Grantor, this the 7th day of February, 1977.

BAILEY & BAILEY, INC.

BY: Larry Edwards  
Secretary - Treasurer

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, LARRY W. EDWARDS, who acknowledged that he is President of BAILEY & BAILEY, 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 7th day of February, 1977.

Betty J. McDonald  
NOTARY PUBLIC

My Commission Expires:

By Comm. Expires Nov. 1, 1977

STATE OF MISSISSIPPI County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for record in my office this 9 day of February, 1977, at 1:40 o'clock P.M., and was duly recorded on the 15 day of February, 1977 Book No. 143 on Page 759 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

WARRANTY DEED

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55-

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, LORAINA A. HOLLEY do hereby sell, convey and warrant unto WEBBIE M. MCLEAN PIGG (formerly Webbie M. McLean), a widow, the following described real property lying and being situated in the Town of Flora, Madison County, Mississippi, to-wit:

TRACT I: Lot one (1) Patsy Ann 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, Mississippi, at Canton, Mississippi, in Plat Book Number Fourt at Page Thirty-Six thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

TRACT II: A strip of land 25 feet off the East end of Lot 6, Block 10, Gaddis Addition, Town of Flora, Madison County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

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

1. State of Mississippi, County of Madison, Town of Flora ad valorem taxes for the year 1977, and subsequent years.
2. Town of Flora Zoning Ordinance, as amended.
3. All of the restrictions, covenants and easements, reservations and liens upon said property as mentioned and described in that certain deed executed to Robert I. Leister and Barbara J. Leister, husband and wife, by Paul D. Presley, Jr., et ux, on the 30th day of April, 1966, and recorded in Deed Book No. 102 at page 21 in the land deed records of Madison County, Mississippi.
4. Tract I is subject to an indebtedness which was orginally to Wortman & Mann, Inc., and now J. I. Kislak Mortgage Company, and the Grantee hereby assumes the balance of said indebtedness. All excrow accounts in connection with said indebtedness are hereby assigned to the Grantee.

WITNESS MY SIGNATURE on this the 9 day of FEBRUARY, 1977.

Loraine A. Holley  
LORAINA A. HOLLEY

STATE OF MISSISSIPPI

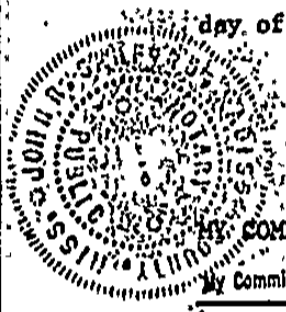
COUNTY OF MADISON

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PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named LORAIN E. HOLLEY who acknowledged to me that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

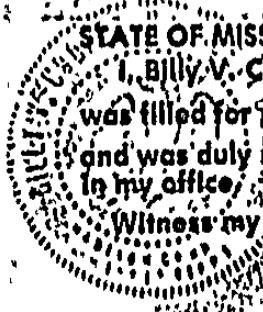
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 9<sup>TH</sup>

day of FEBRUARY, 1977.



*[Handwritten Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires AUG. 1, 1978



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of February, 1977, at 2:30 o'clock P. M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 760 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By *[Handwritten Signature]*, D.C.



FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, CLARENCE CHINN, Grantor, do hereby sell, warrant and convey unto G. M. CASE, Grantee, all of my right, title and interest in and to the following described property lying and being situated in Madison County, Mississippi, to-wit:

SE $\frac{1}{4}$  of NW $\frac{1}{4}$  less 10 acres off north end thereof; S $\frac{1}{4}$  of NE $\frac{1}{4}$ ; Section 33, Township 10 North, Range 4 East, Madison County, Mississippi; and SW $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 34, Township 10 North, Range 4 East, Madison County, Mississippi, containing in all 150 acres, more or less, together with all rights of predecessors in title as to increases through adverse possession or otherwise.

The Grantor warrants that he is the owner of at least an undivided 2/11th interest in and to the above described property.

The above constitutes no part of the homestead of the Grantor.

This the 8<sup>th</sup> day of February, 1977.

Clarence Chinn  
Clarence Chinn, Grantor

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction above stated the within named Clarence Chinn who acknowledged and stated that he did sign and deliver the above and foregoing deed on the day and date therein stated as and for his own act and deed.

This the 8<sup>th</sup> day of February, 1977.

My Commission Expires:  
My Commission Expires March 10, 1980

G. D. Boale  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 9 day of February, 1977, at 3:00 o'clock P.M., and was duly recorded on the 15 day of February, 1977 Book No. 148 on Page 762 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

BOOK 148 PAGE 763

WARRANTY DEED

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557

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, G.M.CASE, Grantor, do hereby convey and forever warrant unto CLARENCE CHINN, SR., Grantee, 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 57.0 feet on the south side of a 15 ft. alley being a part of Lots 48 and 50 in Block 2 of Firebaugh's Second 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 being here made in aid of and as a part of this description, which part or parcel is more particularly described as: Beginning at a point that is 15 feet south of and 150 feet west of the NE corner of Lot 48, and from said point of beginning run west along the south side of an alley a distance of 57.0 feet, thence running south for 85.0 feet, thence running east along the south line of Lot 50 for 57.0 feet, thence running north for 85.0 feet to the point of beginning; also the right to use in common with others that driveway or alley located on a strip of land 15.0 feet in width evenly off the north side of said Lot 48 as a means of ingress and egress to and from Second Avenue

SUBJECT ONLY to the following exceptions, to-wit:

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1977.
2. City of Canton, Mississippi, Zoning Ordinance, as amended.

WITNESS MY SIGNATURE on this the 8<sup>th</sup> day of February, 1977.

  
G. M. Case

BOOK 148 PAGE 764

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 8th day of February, 1977.



G. D. Poole  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of February, 1977, at 3:00 o'clock P. M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 763 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

BOOK 148 PAGE 765

570

WARRANTY DEED

In consideration of Eighteen Hundred Seventy Five Dollars (\$1875.00) cash in hand paid to the grantor by the grantees herein, the receipt of which is hereby acknowledged, I, ANDERSON ROBERTS, a widower, do hereby convey and warrant unto JESSIE OTIS and EARNESTINE H. OTIS my undivided three-fourths interest in and to that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot Six (6) of Block "E" of Carroll Smith 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 Madison County, Mississippi, 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 1977 which grantees

agree to pay by the acceptance of this conveyance.

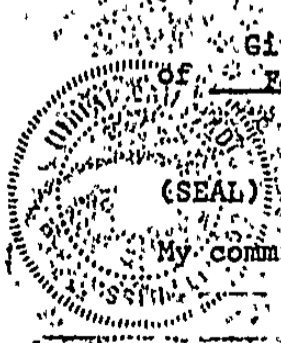
WITNESS my signature this 10th day of February, 1977.

*Anderson Roberts*  
Anderson Roberts

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named ANDERSON ROBERTS, a widower, 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 February, 1977.



*Miriam Law*  
Notary Public

My commission expires Feb. 10, 1977.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10th day of February, 1977, at 11:25 o'clock A., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 765 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

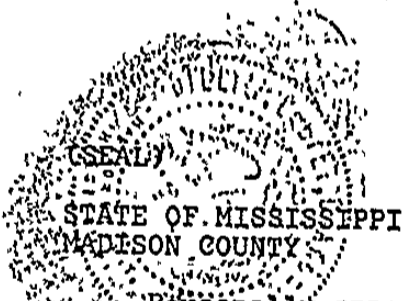
By *[Signature]* D. C.

CONVEYANCE

Pursuant to the terms of that certain decree of the Chancery Court of Madison County, Mississippi, dated the 7th day of February, 1977, rendered in Cause No. 22-982, and for and in consideration of the sum of \$625.00 paid to me by the grantees herein, the receipt of which is hereby acknowledged, I, BILLY V. COOPER, Clerk of the Chancery Court of Madison County, Mississippi, do hereby sell and convey unto Jessie Otis and Earnestine H. Otis the undivided one-fourth (1/4th) interest of LaQuida Ann Roberts, a minor, in and to the following described property situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot Six (6) of Block "E" of Carroll Smith 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 Madison County, Mississippi, reference to said map or plat being here made in aid of and as a part of this description.

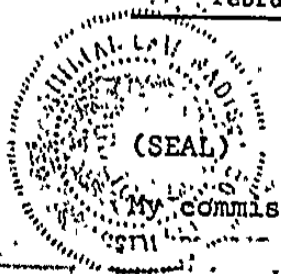
EXECUTED this 10th day of February, 1977.



Billy V. Cooper  
BILLY V. COOPER, Clerk of the  
Chancery Court of Madison County,  
Mississippi.

Personally appeared before me, a Notary Public in and for said County and State, the within named BILLY V. COOPER, Clerk of the Chancery Court of Madison County, Mississippi, who acknowledged that he signed, sealed, and delivered the foregoing instrument on the day and year therein mentioned under authority of a decree of the Chancery Court of Madison County, Mississippi, as aforesaid.

Given under my hand and official seal this 10th day of February, 1977.



Miriam Low  
Notary Public

My commission expires: March 5, 1978

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10th day of February, 1977, at 11:25 o'clock A., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 766 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.  
BILLY V. COOPER, Clerk

By Shasbey, D. C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 148 PAGE 767

67A

QUITCLAIM DEED

In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, MABEL BILLINGSLEA, do hereby convey and quitclaim unto my son, WALTER OLIVER BILLINGSLEA, the following described property in Madison County, Mississippi, to-wit:

Ten (10) acres in the northwest corner of the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 26, Township 11 North, Range 3 East, together with the residence situated thereon.

Witness my signature, this February 7, 1977.

*Mabel Billingslea*  
Mabel Billingslea

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

Witness my signature and official seal, this February 7, 1977.

My commission expires:  
August 18, 1979



*Jessie G. ...*  
Notary Public in and for Madison  
County, Mississippi

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10 day of February, 1977, at 2:10 o'clock P.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 767 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk  
By *B. Cooper* D. C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

579

KNOW ALL MEN BY THESE PRESENTS: That I, Leavelle Leddy West of Memphis, Tennessee, hereinafter called grantor for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable considerations, paid by Rebecca S. Davis; LaShon S. Lee; Thomas J. Sutherland, Leavelle S. Joyner; Ethel Carol Alexander, Sally S. Summerlin, Melissa S. Dean; Judy Sutherland, Jack P. Carrington, Jr., Wilson L. Carrington, Patrick J. Carrington, Sam W. Leddy, Jr., Tom Leddy; and, William H. Sutherland, Jr., hereinafter called grantees the receipt of which is hereby acknowledged, has, subject to the following reservation, granted, sold, and conveyed and by these presents does grant, sell and convey unto said grantees all of her undivided right, title, and interest, in and to all of the Oil, Gas and other Minerals of every character in, on or under that certain tract or parcel of land situated in the County of Madison, State of Mississippi, and described as follows:

TOWNSHIP 10 NORTH, RANGE 4 EAST

Section 9: SW $\frac{1}{4}$ ;

Grantor hereby expressly reserves unto herself a life estate in the mineral interest being herein conveyed along with the exclusive right to receive all bonuses and rentals paid for or in connection with any future lease or leases; and there is also reserved to the grantor the exclusive right to execute (without the necessity of joinder of the grantees) future leases or any other documents affecting said mineral interest so long as grantor shall live.

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

WITNESS my signature this 10th day of February, 1977.

*Leavelle Leddy West*  
LEAVELLE LEDDY WEST



STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 148 PAGE 769

Personally appeared before me, the undersigned authority, in and for said County and State, the within named LEAVELLE LEDDY WEST, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 10 day of February, 1977.

Billy V. Cooper, Ch. Clerk  
Mrs. Shakerly D.C.



My Commission Expires: 1-7-80

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10 day of February, 1977, at 4:55 o'clock P. M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 769 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By N. Wright D. C.



WARRANTY DEED

BOOK 148 PAGE 770

582

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), oash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, GEORGE Y. TIERCE, JR. and GABRIELE O. TIERCE do hereby sell, convey and warrant unto TONY LAVELLE VINCENT, the following described land and property situated in MADISON COUNTY, MISSISSIPPI, to-wit:

Lot 27, LAKELAND ESTATES, PART 3, 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 4 at Page 28.

Ad valorem taxes for the year 1977 are assumed by the Grantee herein.

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

WITNESS our signatures, this the 8th day of February, 1977.

George Y. Tierce, Jr.  
George Y. Tierce, Jr.

Gabriele O. Tierce  
Gabriele O. Tierce

STATE OF MISSISSIPPI

COUNTY OF HINDS:::::

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, GEORGE Y. TIERCE, JR. and GABRIELE O. TIERCE, who aoknowledged to me that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and seal, this the 8th day of February 1977.

Quentin G. Rankin  
Notary Public

My commission expires: August 6, 1980



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filled for record in my office this 11 day of February, 1977, at 9:00'clock A.M., and was duly recorded on the 15 day of February, 1977 Book No. 148 on Page 770 in my office.

Witness my hand and seal of office, this the 15 of February, 1977

BILLY V. COOPER, Clerk

By Shasherry D. C.

BOOK 148 PAGE 771  
QUIT CLAIM DEED

INDEXED

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, SALLY YVONNE HOWELL, a single person, do hereby grant, bargain, sell and convey, and do by these presents remise, release, and quitclaim unto MORRIS DEVON HOWELL, his heirs and assigns all that property described as follows, to wit:

A parcel of land situated in the town of Ridgeland, Madison County, Mississippi, in Lot 6 of Block 26 of Highland Colony in Section 30, Township 7 North, Range 2 East, when described with reference to a map or plat of Highland Colony 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, and which lot or parcel of land conveyed is more particularly described as: Beginning at the intersection of the present West line of Wheatley Street with the present North line of the County Road along the Southern boundary of aforesaid Lot 6 in Block 26 of said Highland Colony, and from said point of beginning, run West 145 feet to a stake, thence North 193 feet to a stake, thence East 145 feet to the West line of said Wheatley Street, thence South along West line of said Wheatley Street 193 feet to the point of beginning.

To have and to hold the above quitclaimed premises, together with all and singular the hereditaments and appurtenances thereunder belonging or in any wise appertaining, to said Grantee, his heirs and assigns, forever.

WITNESS MY SIGNATURE, this the 1st day of February, 1977.


Sally Yvonne Howell  
SALLY YVONNE HOWELL

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned authority in and for the jurisdiction stated above, on this day personally appeared SALLY YVONNE HOWELL, known to me to be the person whose name is subscribed to the foregoing Quit Claim Deed, and acknowledged to me that she executed and delivered the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 1st day of February, 1977, A.D.

David Martin  


STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11 day of February, 1977, at 9:10 o'clock a.m., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 221 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D.C.

WARRANTY DEED

BOOK 148 PAGE 773

596

For and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, JAMES V. DAVIS, JR. and wife, VERONICA H. DAVIS, do hereby sell, convey and warrant unto CHRIS R. GREEN and SHARON H. GREEN, husband and wife, as joint tenants with right of survivorship and not as tenants in common, the following described land situated in the County of Madison, State of Mississippi, to-wit:

A lot or parcel of land lying and being situated in Section 3, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at the SW corner of Section 3, T7N-R2E, and run North 1928.5 feet; run thence East 2768.6 feet to an iron bar; run thence N 3° 55' E, 713.58 feet; run thence West 120.12 feet to an iron bar; run thence N 0° 05' W, 1940.62 feet to an iron bar marking the SW corner of and the Point of Beginning for the property herein described; continue thence N 0° 05' W, 853.19 feet to an iron bar on the Southern Boundary of a county road; run thence N 89° 52' 30" E, along the Southern Boundary of said county road, 408.45 feet to an iron bar; run thence S 0° 05' E, 853.19 feet to an iron bar; run thence S 89° 52' 30" W, 408.45 feet to the Point of Beginning. Containing 8.00 acres, more or less.

This conveyance is made subject to outstanding undivided three-fourths (3/4ths) of all oil, gas and other minerals.

Taxes for the year 1977 shall be paid by grantees.

WITNESS our signatures this, the 11th day of February, 1977.

James V. Davis, Jr.
James V. Davis, Jr.

Veronica H. Davis
Veronica H. Davis

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named JAMES V. DAVIS, JR. and VERONICA H. DAVIS, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 11th day of February, 1977.

Notary Public signature and title



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11 day of February, 1977, at 4:00 o'clock P.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 773 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk
By [Signature] D. C.

GRANT OF STREET RIGHT OF WAY AND  
EASEMENTS INCIDENTAL THERETO

599

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, W. F. Dearman, Jr., hereinafter referred to as "Grantor", do hereby grant, sell and convey unto the TOWN OF MADISON, MISSISSIPPI, a municipal corporation, hereinafter referred to as "Grantee", perpetual and irrevocable rights and easements to construct, operate and maintain a public street and to construct, operate and maintain public utilities upon and across the hereinafter described land situated in the Town of Madison, Madison County, Mississippi, and being more particularly described as follows, to-wit:

GENERAL DESCRIPTION

50 foot right of way for Post Oak Road beginning at the north line of Highway 463 and running northerly to the north line of Lot 3, Richland Plantation as shown in Plat Book 1, page 32, office of the Chancery Clerk, Madison County, Miss.; and including a 10 foot easement for drainage and utilities along each side of right of way between designated points and all more particularly described as follows:

STREET RIGHT OF WAY

Begin at a concrete monument marking the SE corner of Lot 3, Block 4, Ella J. Lee Addition of Madison. From said P.O.B. run N. 54°00' W along the North line of Highway 463 for 51.6 ft., thence run N. 20°53' E for 69.32 ft.; thence run N. 50°22' W for 1.67 ft.; thence run N 40°07' W for 56.2 ft.; thence run N 2°07' W for 222.2 ft to a point (the center of the next two circles mentioned bears N 87°53' E a distance of 905.49 ft. from this point) thence run northerly along the circumference of a circle to the right having a radius of 905.49 ft. for 62. ft. to a point hereby designated Point "A" for future reference; thence continue northerly along the circumference of a circle to the right having a radius of 905.49 ft. for 160.0 ft.; thence

run N 11°56' E a distance of 55.2 ft.;  
thence run N 9°13' E. for 1.1 ft. to a  
point (the center of the next circle  
mentioned bears S 80°47' E a distance  
of 661.62 ft. from this point); thence  
run northeasterly along the circum-  
ference of a circle to the right having  
a radius of 661.62 ft. for 415.7 ft.  
thence run N 45°13' E for 156.3 ft.  
to a point (the center of the next  
circle mentioned bears N 44°47' W a  
distance of 691.19 ft. from this point);  
thence run northeasterly along the  
circumference of a circle to the left  
having a radius of 691.19 ft. for  
544.93 ft.; thence run North a distance  
of 353.17 ft. to a point (the center  
of the next two circles mentioned  
bears East a distance of 406.97 ft.  
from this point); thence run northerly  
along the circumference of a circle  
to the right having a radius of  
406.97 ft. a distance of 154.09 ft.  
to a point of the north line of  
Lot 3, Richland Plantation as shown  
in Plat Book 1, Page 32, office of  
the Chancery Clerk, Madison County,  
Mississippi, said point is hereby  
designated as Point "B" for future  
reference; thence run east along  
the north line of said Lot 3 a  
distance of 54.25 ft. to a point  
hereby designated as Point "C"  
for future reference; thence run  
southerly along the circumference of  
a circle to the left having a radius  
of 356.97 ft. a distance of 154.88 ft.;  
thence run south a distance of 353.17  
ft. to a point (the center of the  
next circle mentioned bears west a  
distance of 741.19 ft. from this point);  
thence run southwesterly along the  
circumference of a circle to the right  
having a radius of 741.19 ft. a distance  
of 584.94 ft.; thence run S 45°13' W  
a distance of 156.3 ft. to a point  
(the center of the next circle mentioned  
bears S 44°47' E a distance of 611.62  
ft. from this point); thence run  
southwesterly along circumference of a  
circle to the left having a radius of  
611.62 ft. a distance of 384.3 ft.;  
thence run S 9°13' W a distance of  
2.2 ft.; thence run S 11°56' W a  
distance of 56.4 ft. to a point  
(the center of the next mentioned  
circle bears S 78°04' E a distance  
of 855.49 ft. from this point); thence  
run southerly along the circumference  
of a circle to the left having a  
radius of 855.49 ft. a distance  
of 209.8 ft.; thence run S 2°07' E  
a distance of 20.0 ft. to a point  
hereby designated as Point "D" for  
future reference; thence run S 2°  
07' E a distance of 185.0 ft.; thence  
run S 40°07' E a distance of 70.0

ft.; thence run S. 20°53' W. a distance of 112.0 ft. to the P.O.B. and all being situated in and a part of Sec. 8, T-7N, R.2E, Town of Madison, Madison Co. Miss.

DRAINAGE AND UTILITY EASEMENT

A drainage and utility easement 10 ft. in width, adjoining the above described R.O.W. between points "A" and "B" and points "C" and "D".

EASEMENT FOR WATERLINE

A strip of land 20 ft., in width being 10 ft. on each side of a line described as beginning at a point that is N 24° 56'07" E a distance of 6.17 ft. from the west most corner of Lot 3 of Pecan Creek Subdivision in Sec. 8, T-7N, R-2E on file in the Chancery Clerk's office in the County of Madison in Plat Book 5, Page 54 and run thence N 62°06'42"W a distance of 11.21 ft.; thence run S 55°03' W a distance of 109.55 ft.; thence run N 75°47' W a distance of 75.1 ft.; thence run S 82°02' W a distance of 90.6 ft.; thence run N 85°10' W a distance of 88.4 ft. to the easterly line of Post Oak Road and the end of said strip of land, containing 0.17 acres and being situated in Sec. 8, T-7N, R-2E, Town of Madison, Madison County, Mississippi.

As further consideration for the rights and privileges granted hereby, the Grantee does hereby accept for maintenance and upkeep, that street lying within the above described right of way and known as Post Oak Road, as it is presently laid out and constructed, and does hereby waive the one year warranty thereon as required by the Subdivision Regulations of the Town of Madison.

WITNESS my signature on this the 4 day of

Sept., 1977.

W. F. Dearman, Jr.  
W. F. Dearman, Jr.,  
Grantor

Book 148 Page 776 1/2

STATE OF MISSISSIPPI

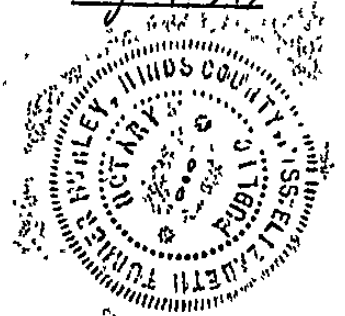
COUNTY OF Hinds

Personally came and appeared before me, the under-  
signed authority in and for the jurisdiction aforesaid, the  
within named W. F. DEARMAN, JR., who acknowledged to me that  
he signed and delivered the above and foregoing instrument  
of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE,  
on this the 4th day of February, 1977.

Elizabeth Turner Hurley  
Notary Public

My Commission Expires: Aug. 11, 1979



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument  
was filed for record in my office this 14 day of February, 1977, at 9:00 o'clock a. M.,  
and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 774  
in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By A. Wright, D. C.



GRANT OF STREET RIGHT-OF-WAY AND  
EASEMENTS INCIDENTAL THERETO

600

FOR AND IN CONSIDERATION of the sum of \$1.00 cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned, MRS. BETTY D. SHANKS, a widow, hereinafter referred to as "Grantor", do hereby grant, sell and convey unto the TOWN OF MADISON, MISSISSIPPI, a municipal corporation, hereinafter referred to as "Grantee", a perpetual and irrevocable easement and right to construct and maintain a public street upon and across that certain parcel of land situated in the Town of Madison, Madison County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land being situated in Lot 4, Richland Plantation, Madison County, Mississippi, according to a map or plat of said Richland Plantation on file and of record in the office of the Chancery Clerk of Madison County, in Plat Book 1, Page 32, and said parcel being more particularly described by metes and bounds as follows:

Beginning at the Northwest Corner of Lot 4 of Richland Plantation, run East along the North line of said Lot 4 a distance of 898.39 feet to the true point of beginning; run thence South a distance of 917.88 feet; run thence around a curve to the right with a radius of 356.97 feet a distance of 246.82 feet; run thence South 39°37' West a distance of 80.28 feet; run thence around a curve to the left with a radius of 406.97 feet a distance of 130.03 feet to a point on the South line of said Lot 4; run thence East along said South line of Lot 4 a distance of 54.25 feet; run thence Northeasterly around a curve to the right with a radius of 356.97 feet a distance of 94.33 feet; run thence North 39°37' East a distance of 80.28 feet; run thence around a curve to the left with a radius of 406.97 feet a distance of 281.40 feet; run thence North a distance of 917.88 feet to the North line of said Lot 4; run thence West along said North line of Lot 4 a distance of 50.00 feet to the true point of beginning.

Containing 1.58 acres.

For the same consideration recited hereinabove, I do further grant, sell and convey unto the Grantee a perpetual and irrevocable easement for the installation, construction, operation, maintenance and repair of public utilities. The land affected by the grant of this easement is situated in the Town of Madison, Madison County, Mississippi, and is more particularly described as follows, to-wit:

A strip of land ten (10) feet in width being adjacent, along, and parallel to the east line of the property described hereinabove.

WITNESS my signature on this the 28 day of February, 1977.

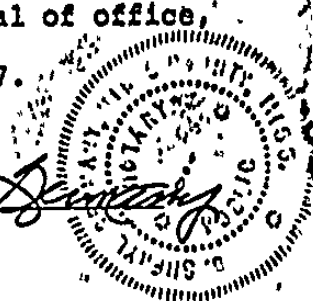
Betty D. Shanks  
MRS. BETTY D. SHANKS,  
Grantor

STATE OF MISSISSIPPI  
COUNTY OF Hinds

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Mrs. Betty D. Shanks, who acknowledged to me that she signed and delivered the above and foregoing instrument of writing on the day and in the year therein set forth.

GIVEN under my hand and official seal of office, this the 28 day of February, 1977.

D. Shugart  
Notary Public



My Commission Expires: 4-12-80

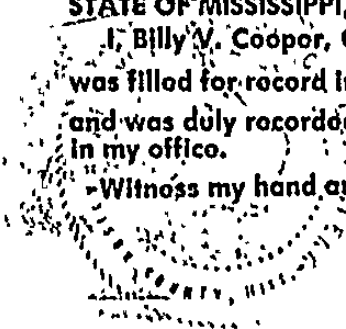
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of February, 1977, at 9:00 o'clock a.m., and was duly recorded on the 15 day of February, 1977, Book No. 448 on Page 277 in my office.

Witness my hand and seal of office, this the 15 of February, 1977

BILLY V. COOPER, Clerk

By D. Wright, D.C.



RESOLUTION VACATING AND ABANDONING STREET

601

WHEREAS, Mrs. Betty D. Shanks is the owner of the hereinafter described property:

## PART OF LOT 1 AND LOT 4 RICHLAND PLANTATION

Lot 1 and Lot 4, Richland Plantation, Madison County, Mississippi, according to a map or plat of said Richland Plantation on file and of record in the office of the Chancery Clerk of Madison County, in Plat Book 1 at Page 32;

## LESS AND EXCEPT A 12.86 ACRE TRACT.

Beginning at the Northwest Corner of Lot 4 of Richland Plantation, and run East along the North line of said Lot 4 a distance of 748.39 feet; run thence South 748.39 feet; run thence West 748.39 feet to the West line of said Lot 4; run thence North 748.39 feet to the point of beginning;

## AND LESS AND EXCEPT A 12.86 ACRE TRACT.

Beginning at the Southeast Corner of Lot 1 of Richland Plantation, said point being in the Western right-of-way line of the Illinois Central Railroad and from said point of beginning, run West along the South line of said Lot 1 for 780.00 feet; run thence North 22 degrees 57' East and parallel with the Western right-of-way line of the Illinois Central Railroad for 780.00 feet; run thence East 780.00 feet to the Western right-of-way line of the Illinois Central Railroad; run thence South 22 degrees 57' West along said right-of-way line for 780.00 feet to the point of beginning. The above described tract contains 51.43 acres, and

WHEREAS, at the time the Richland Plantation plat was filed for record in the office of the Chancery Clerk of Madison County, Mississippi, certain strips of land were dedicated as public roads or streets, there presently being a street 30 feet in width running from the south boundary line to the north boundary line of the above described property, and

WHEREAS, said street has never been opened, used and/or maintained as a road or street by Madison County or the Town of Madison, but in fact, has long since been

abandoned as such; said street was platted and laid out many years ago and presently is not compatible with the highest and best use of the property at this time; and

WHEREAS, it has been found and determined by the Mayor and Board of Aldermen that it would be in the best interest of the property owner and the public in general that said street be vacated, abandoned and closed as a public street or road.

IT IS, THEREFORE, RESOLVED AND ORDERED THAT the 30 foot street running from the south boundary line to the north boundary line of the property described hereinabove, be and is hereby vacated, closed and abandoned.

SO RESOLVED AND ORDERED on this the 1st day of February, 1977.

*Horace M. McMURPHY*  
HORACE M. McMURPHY, Mayor

ATTEST:

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

(SEAL)

BOOK 148 PAGE 781  
C E R T I F I C A T E

I, MRS. S. E. HOY, the duly elected, qualified and acting Clerk of the Town of Madison, Madison County, Mississippi, and lawful custodian of the minutes of the Mayor and Board of Aldermen and Seal of said Town; do hereby certify that the above and foregoing is a true and correct copy of a Resolution passed by the Board of Aldermen of the Town of Madison, Mississippi, at a regular meeting thereof on the 1st day of February, 1977, and that said Resolution is spread of record in the minutes of said meeting.

GIVEN under my hand and seal of office, this the 9 day of Feb., 1977.

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



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of February, 1977, at 9:00 o'clock a. M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 279 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By N. Wright, D. C.


WHEREAS, William B. Wicker, Substituted Trustee, executed a certain deed dated October 31, 1975, and recorded in Book 142, at Page 368, of the records in the office of the Chancery Clerk of Madison County, Mississippi, wherein certain lands in Madison County, Mississippi, were conveyed to Continental Mortgage Investors; and

WHEREAS, the purchaser named therein was incorrect;

NOW, THEREFORE, in order to accurately and correctly describe the transaction recorded in the above-mentioned records and to carry out the original intention of the parties, I, William B. Wicker, Substituted Trustee, do hereby sell, convey and warrant unto William F. Keesler, Russell N. Cox, S. Davidson Herron, Jr., David T. Scott, T. Frank Armstrong, Paul N. Conner, Kenneth J. Kubicki, Joseph H. Previte, Russell L. Hauser, Hal Mendon, William Tevis and/or James P. Ohlman, Trustees for Continental Mortgage Investors, that certain property located in the County of Madison, State of Mississippi, more particularly described in that certain Trustee's Deed on file in the records of the Madison County Chancery Clerk at Canton, Mississippi, in Book 142, at Page 368.

This deed is given in lieu of and to take the place of and shall in all things supersede that instrument of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, recorded in Book 142, at Page 368 thereof.

WITNESS my signature, this the 31st day of January, 1977.

  
WILLIAM B. WICKER, SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

BOOK 148 PAGE 783  
B. WICKER, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned and in the capacity therein recited.

GIVEN under my hand and seal of office, this the 31st day of January, 1977.

  
NOTARY PUBLIC



My Commission Expires:  
January 29, 1980

*Handwritten notes:*  
to X-1001  
B. Wicker  
3/1/77  
V. Cooper

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of February, 1977, at 9:00 o'clock A.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 783 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

*Handwritten:* 354-24-7-25  
Miss. Village

By *Handwritten Signature* D. C.

Book 148 DEED

Page 784

INDEX 615

Know all men by these presents, that I, Ada Bates, grantor, of the County of Madison, and State of Mississippi, for the consideration of Ten & no/100 (\$10.00) and other good and valuable consideration received to my full satisfaction of Thomas E. Stubbs, grantee, in the County of Madison, and State of Mississippi, have remised, released and quitclaimed, and by these presents do remise, release and forever quitclaim unto grantee, his heirs and assigns, all my right and title in and to a certain piece or parcel of land situate in Flora in the County of Madison, and State of Mississippi, and described as follows to-wit:

Lot 12, Block 23, Jones Addition to Town of  
Flora, Sec. 16 T8N R1W

to have and to hold the above remised, released and quitclaimed premises, with the appurtenances thereof, unto the grantee, his heirs and assigns to them and their own proper use, benefit and behoof forever; so that neither the grantor nor his heirs, nor any person or persons claiming under him or them, shall at any time hereafter, by any way or means, have claim or demand any right or title to the aforesaid premises or appurtenances, or to any part or parcel thereof forever.

It is expressly agreed and understood by all parties to this instrument that the grantor hereby reserves, a life estate, the right to occupy and use during the period of her natural life, the premises hereinabove described, and the right to a home with the grantee whenever she elects to live with him.

WITNESS our hands this the 14 day of February, 1979.

Ada Bates  
ADA BATES, GRANTOR  
Thomas E. Stubbs  
THOMAS E. STUBBS, GRANTEE

STATE OF MISSISSIPPI

COUNTY OF MADISON

This day personally appeared before me the undersigned,



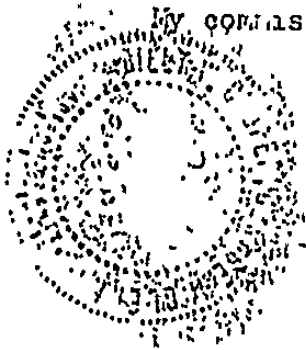
Book 148 - Page 785

in and for the aforesaid County and State, the within named Ada Bates and Thomas E. Stubbs, who acknowledged that they signed and delivered the foregoing instrument at the time therein named as their act and deed.

Given under my hand and seal this 14 day of February 1977.

Billy V. Cooper, Chan. Clerk  
by V.R. Snyder DC

My commission expires 1-7-80



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of February, 1977, at 11:50 o'clock A.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 784 in my office.

Witness my hand and seal of office, this 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

WARRANTY DEED

BOOK 143 PAGE 786

FOR AND IN CONSIDERATION of the sum of Ten and No/100.

607

Dollars (\$10.00), cash in hand this day paid and other good and valuable considerations, the receipt of which is hereby acknowledged, BAILEY & BAILEY, INC., a Mississippi Corporation, does hereby sell, convey and warrant unto JIM ADAMS HOMES, INC., a Mississippi Corporation, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

LOT 29 PEAR ORCHARD SUBDIVISION, PART 5, a subdivision of record and on file in the office of the Chancery Clerk of Madison County, Mississippi at Canton, Mississippi, in Plat Book 6 at Page 10, reference to which is hereby made.

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 ad valorem taxes for the current year are assumed by the Grantees herein.

WITNESS the signature of Grantor, this the 9th day of February, 1977.

BAILEY & BAILEY, INC.

BY: *James N. Adams*  
Executive Vice - President

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, JAMES N. ADAMS, who acknowledged that he is Executive Vice President of BAILEY & BAILEY, 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 9th day of February, 1977.

*Bobby J. McDonald*  
NOTARY-PUBLIC

My Commission Expires:  
My Comm. Expires Nov. 1, 1977

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 14 day of February, 1977, at 9:00 o'clock A.M., and was duly recorded on the 15 day of February, 1977, Book No. 143 on Page 286 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By *N. Wright* D. C.

WARRANTY DEED

BOOK 148 PAGE 787

608

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, -----  
-----JIM ADAMS HOMES, INC.-----does

hereby sell, convey and warrant unto BILLIE RAY WASH and wife, JEAN WASH, 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 29, PEAR ORCHARD SUBDIVISION, PART 5, 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 6 at Page 10.

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 JIM ADAMS HOMES, INC., by its duly authorized officer, this the 9th day of February, 1977.

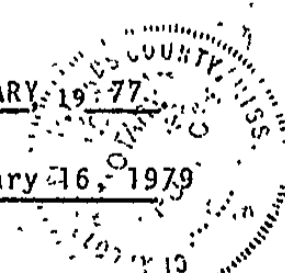
JIM ADAMS HOMES, INC.

By: James N. Adams  
JAMES N. ADAMS, PRESIDENT

STATE OF MISSISSIPPI, COUNTY OF HINDS

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

Given under my hand and seal, this the 9th day of FEBRUARY, 1977.  
Charlotte Brown MY COMMISSION EXPIRES: February 16, 1979  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of February, 1977, at 9:00 o'clock A. M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 787 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By: A. Wright D. C.

QUITCLAIM DEED

BOOK 148 PAGE 788

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash 612  
in hand paid, and other good and valuable consideration, the  
receipt and sufficiency of which is hereby acknowledged, I,  
ANDERSON WHITE, JR., do hereby convey and quitclaim unto INEZ  
M. WHITE all of my right, title and interest in and to the  
following described property lying and being situated in  
Madison County, Mississippi and described as follows:

One acre on the South side of New High-  
way #16, said one acre has been staked  
off and pointed out; this one-acre tract  
is South of New Highway #16 and is sit-  
uated in the N $\frac{1}{2}$  SE $\frac{1}{4}$ , LESS 13-1/3 acres  
off the East end and less 13-1/3 acres  
off West end and LESS 4 acres to Highway  
No. 16, all in Section 14, Township 9  
North, Range 3 East, Madison County,  
Mississippi.

WITNESS MY SIGNATURE this the 3 day of February,  
1977.

Anderson White Jr.  
Anderson White, Jr.

STATE OF ILLINOIS  
COUNTY OF COOK

Personally appeared before me, the undersigned authority  
in and for the aforesaid jurisdiction, the within named ANDERSON  
WHITE, JR. who acknowledged that he signed and delivered the  
above and foregoing Quitclaim Deed on the day and year therein  
mentioned.

Given under my hand and official seal on this the  
day of February, 1977.

Joseph H. Peterson  
Notary Public

My commission expires:  
3-10-1979

STATE OF MISSISSIPPI, County of Madison:

L. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument  
was filled for record in my office this 14 day of February, 1977, at 9:30 o'clock A.M.  
and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 788  
in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By N. Wright D. C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 148 PAGE 789

WARRANTY TIMBER DEED

616

THIS INDENTURE, made and entered into on this the 14th day of February, 1977, by and between MRS. EVELYN HAWKINS LILLY, Party of the First Part and J. W. HALL, Party of the Second Part:

WITNESSETH:

For and in consideration of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the Party of the First part does hereby grant, bargain, sell, convey and warrant unto the Party of the Second Part, his successors and assigns, all of the timber standing upon and being situated on the following described land located and being situated in the County of Madison, State of Mississippi, to-wit:

E 1/2 of SE 1/4 lying South of Old Highway 16,  
Section 34, Township 10 North, Range 5 East,  
and containing 80 acres, more or less

and

A parcel of land running approximately 225 feet  
on the south side of a County Public Road con-  
taining 21.4 acres, more or less, lying and being  
situated in the W 1/2 of SW 1/4, Section 35, Town-  
ship 10 North, Range 5 East.

TO HAVE AND TO HOLD said above described timber and trees until the 14th day of February, 1979. Party of the First Part, for herself, her assigns, successors and legal representatives, agree to warrant and defend the title to the above described timber and trees unto the Party of the Second Part, his assigns, successors and legal representatives, against unlawful claims and demands for all persons whomsoever.

There is hereby excepted from this warranty and imposed as conditions and restrictions upon this conveyance, those terms and conditions

BOOK 148 PAGE 790

as shown in option dated February 1, 1977, a true and correct copy of which is attached hereto and made a part hereof by reference.

The terms and conditions hereof shall bind and inure to the benefit of the respective parties, their assigns, successors and legal representatives.

In Witness Whereof the undersigned has hereunto caused this instrument to be executed on the day and year first above written.

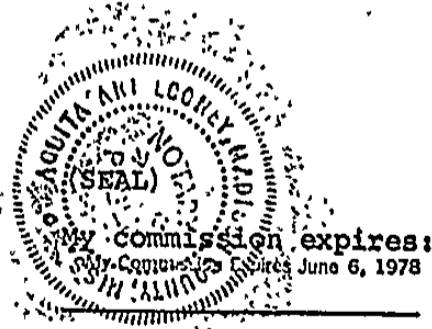
*Mrs. Evelyn Hawkins Lilly*  
MRS. EVELYN HAWKINS LILLY

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named, MRS. EVELYN HAWKINS LILLY, who acknowledged before me that she signed, sealed and delivered the above and foregoing Warranty Timber Deed on the day and year therein mentioned, as her own act and deed.

Given under my hand and official seal, this the 14th day of February, 1977.



*Aquita Ann Looney*  
NOTARY PUBLIC  
(*Aquita Ann Looney Scott*)

STATE OF MISSISSIPPI

COUNTY OF MADISON

BOOK 148 PAGE 791

OPTION

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND AND NO/100 (\$3,000.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, MRS. EVELYN HAWKINS LILLY, hereinafter referred to as seller, do hereby give and grant this Option to J. W. Hall, hereinafter referred to as buyer, for a total purchase price of SIXTY-EIGHT THOUSAND AND NO/100 (\$68,000.00) DOLLARS, all of the timber standing upon and being on the following described land lying and being situated in Madison County, Mississippi, subject to the special provisions enumerated below:

E 1/2 of SE 1/4 lying South of Old Highway 16, Section 34, Township 10 North, Range 5 East, and containing 80 acres, more or less.

AND

A parcel of land running approximately 225 feet on the South side of a County Public road containing 21.4 acres, more or less, lying and being situated in the W 1/2 of SW 1/4, Section 35, Township 10 North, Range 5 East.

This option to purchase and agreement to convey the aforesaid timber for the purchase price hereinabove set forth will continue in full force and effect for a period of thirty (30) days from the date of this option by Georgia Pacific Corporation, or its authorized representative, at which time this option to purchase and agreement to convey the above described timber will expire, but the primary term of this option may be extended by the mutual consent of the parties hereto.

Upon payment of \$19,720.00, less the option price hereinabove mentioned, according to the terms and provisions of this option by the buyer herein to the undersigned seller of said timber, the undersigned seller agrees to deliver to the buyer a good and valid timber deed conveying to him or his assigns a fee simple title in and to said timber with the right of the buyer to cut and haul said timber.

BOOK 143 PAGE 792

Seller grants to buyer such easements over and above said lands as may be convenient or necessary to cut and remove the timber hereunder. Buyer may cut bridge timbers, skid poles and any other materials required to log such timber, provided same are marked or designated by the seller, and provided further that all bridges and crossings are left intact by the buyer upon completion of logging. Logging roads in wooded areas may be located by the buyer as needed, but roads across pastures or other cleared lands will follow designated routes mutually agreed upon by buyer and seller. Buyer agrees to keep seller's road passable and to maintain said roads in its present condition at all times.

The buyer agrees to cut and remove the timber covered in this sale agreement in such manner as to cause the least possible damage to trees and saplings remaining and to other property of the seller. Buyer agrees to thoroughly limb and top all trees before skidding and to cease logging operations when, in the opinion of seller, excessive damage to roads and trails is resulting from wet weather. Buyer agrees to reimburse seller for any and all damages to other property arising out of or the result of buyers/operations. Any damage to fences, gates or gaps caused by the operations of the buyer shall be promptly repaired by buyer. No tree tops logs, jump-butts or other material shall be left in fields, pastures or other open areas, but these shall be pulled back into woods at the time of logging. In no event shall such tops, logs, jump-butts or other material be left for more than three (3) days without moving same out of open areas.

Buyer agrees to indemnify and hold seller free and harmless from any and all claims of buyer's employees or other parties as a result of or growing out of buyer's operations hereunder.

Buyer agrees to take all reasonable precautions to prevent the occurrence or spread of forest fires, grass fires, or any other fire, or fires due to his operations. Should the buyer start a fire, or should a fire occur, the buyer, his employees, contractors, agents, sub-contractors



and assigns shall take prompt and vigorous action to completely suppress and extinguish said fire or fires. No slabs, sawdust or other mill waste shall be burned on lands of the seller without prior written approval of the seller.

The buyer agrees to carry all necessary and required Workmen's Compensation, Liability, and other insurance; to pay Social Security, withholding and all other taxes on workmen required by law and to hold seller harmless for these and all other acts performed by him under this contract.

Seller especially reserves to herself all surface rights and all other rights in the land on which the timber herein sold stands not especially conveyed to the buyer and without in any manner modifying the generality of the foregoing, it is specifically agreed that seller shall have the right to lease the land hereinabove described for trapping and hunting purposes and to lease the same for oil, gas and other minerals or for geophysical operations to discover the presence thereof and for other purposes for which said lands may be adapted. If seller, her lessees, successors or assigns, requires the exclusive use of any of the land for drilling operations in an effort to discover oil, gas or other minerals or for geophysical operations with respect to same, or for such purposes as buildings, agricultural cultivation, pipeline, warehouses or for storage tanks or other accessories of mineral operations and development, and the like, seller's rights to such use shall be paramount to any rights herein conveyed to buyer, and buyer shall not interfere in any manner with such use, provided, however, that seller shall, on demand of buyer, pay to buyer the value of any timber covered by this sale standing on the land so used.

**SPECIAL PROVISIONS:**

1. No trees upon the above described premises may be cut that are less than 15 inches in diameter at a point on said trees 6 inches above the ground.
2. Buyer shall have a period of two years from the date of sale to cut the eligible timber from said property.

3. Seller reserves the right to mark 15 trees which are 15 inches in diameter at a point on said trees 6 inches above the ground which are located around the new house presently located on said property. Any trees so marked by Seller shall not be cut by Hall or his assigns. No trees shall be cut by Buyer which stand in front of said house and between said house and the public road. It is also agreed that Buyer or his assigns will not cut the large pine tree which will be marked and is located approximately 3/8 of a mile south of the new house.

4. The purchase price of Sixty-Eight and No/100 (\$68,000.00) Dollars shall be paid over a period of three (3) years at the rate of six per cent (6%) interest per annum, interest to be paid annually, as follows:

- a. First Payment to be made upon consummation of sale and on date of timber deed in the amount of \$19,720.00. This payment is to include the earnest money previously paid by Buyer in the amount of \$3,000.00.
- b. Second Payment to be made one year from date of deed in the amount of \$19,720.00 plus accrued interest on principal balance from date of deed.
- c. Third payment to be made two years from date of deed in the amount of \$19,720.00 plus accrued interest on principal balance from date of deed.
- d. Fourth Payment to be made three years from date of deed in the amount of unpaid principal balance of \$68,000.00 plus accrued interest on principal balance from date of deed.
- e. It is agreed between the parties hereto that Seller may accept, at her option, the last two payments aforesaid at the time said third payment becomes due and payable without prepayment penalty to Buyer.

5. The second through the fourth payments enumerated in paragraph four (4) above, shall be secured by notes in favor of Mrs. Evelyn Hawkins Lilly executed by Georgia-Pacific Corporation.

BOOK 143 PAGE 795

If this option is not exercised within time agreed to by Buyer, Seller will not be required to return the option or earnest money aforesaid.

The undersigned Seller agrees to furnish unto Buyer, at Buyer's expense, a certificate of title showing merchantable title in Seller and deed conveying merchantable title to said timber unto Buyer, subject to the closing of the P. H. Hawkins Estate, Cause No. 21-590 in the Chancery Court of Madison County, Mississippi.

WITNESS MY SIGNATURE, this the 14<sup>th</sup> day of February, 1977.

Mrs. Evelyn Hawkins Lilly  
MRS. EVELYN HAWKINS LILLY, SELLER

J. W. Hall  
J. W. HALL, BUYER

STATE OF Louisiana  
PARISH  
~~PARISH~~ OF CALCASIEU

Personally appeared before me, the undersigned authority in and for said county and state, the within named, MRS. EVELYN HAWKINS LILLY, who acknowledged that she signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 1st day of February, 1977.

My commission expires:  
At Death.

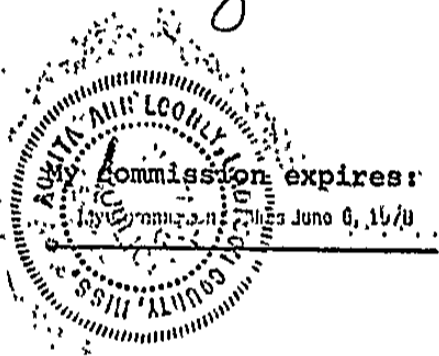
D. Gilbert Williams  
NOTARY PUBLIC  
D. Gilbert Williams - Calcasieu Parish,  
Louisiana

STATE OF Mississippi  
COUNTY OF Madison

BOOK 148 PAGE 796

Personally appeared before me, the undersigned authority in and for said county and state, the within named, J. W. HALL, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 14<sup>th</sup> day of February 1977.



Aquita Ann Looney  
NOTARY PUBLIC  
(Aquita Ann Looney Scott)

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of February, 1977, at 3:00 o'clock P.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 789 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

D

STATE OF MISSISSIPPI  
COUNTY OF MADISON

617

THIS INDENTURE, made and entered into on this the 14th day of February 1977, by and between J. W. HALL, Party of the First Part, and GEORGIA-PACIFIC CORPORATION, a Georgia Corporation, Party of the Second Part,

WITNESSETH:

For and in consideration of the sum of ONE HUNDRED (\$100.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the Party of the First Part does hereby grant, bargain, sell, convey and warrant unto the Party of the Second Part, its successors and assigns, all pine sawtimber with a 15" stump or larger, measured 8" above normal groundline, lying, standing and being located on the following described property located and being situated in the County of Madison, State of Mississippi, to-wit:

E 1/2 of SE 1/4 lying South of Old Highway 16, Section 34, Township 10 North, Range 5 East, and containing 80 acres, more or less

and

A parcel of land running approximately 225 feet on the south side of a County Public Road containing 21.4 acres, more or less, lying and being situated in the W 1/2 of SW 1/4, Section 35, Township 10 North, Range 5 East.

TO HAVE AND TO HOLD said above described timber and trees until the 14th day of February, 1979. Party of the First Part, for himself, his assigns, successors and legal representatives, agree to warrant and defend the title to the above described timber and trees unto the Party of the Second Part, its assigns, successor and legal representatives, against unlawful claims and demands for all persons whomsoever.

J. W. H.

A copy of a warranty timber deed and option executed and delivered by Mrs. Evelyn Hawkins Lilly to J. W. Hall of even date herewith is incorporated herein by reference.

The terms and conditions hereof shall bind and inure to the benefit of the respective parties, their assigns, successors and legal representatives.

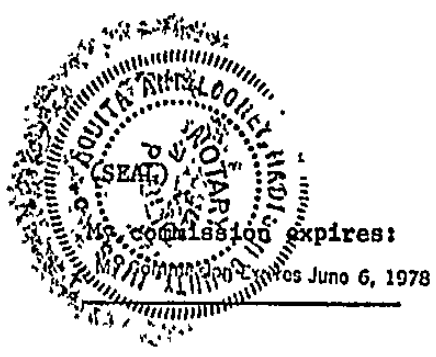
In Witness Whereof the undersigned has hereunto caused this instrument to be executed on the day and year first above written.

J. W. Hall  
J. W. HALL

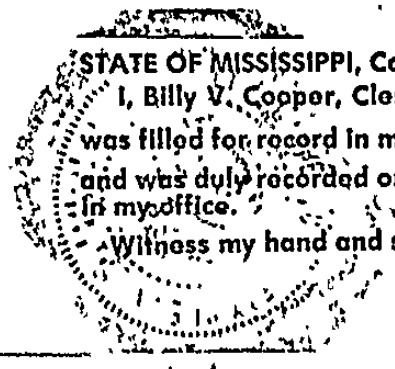
STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named J. W. HALL, who acknowledged before me that he signed, sealed and delivered the above and foregoing Warranty Timber Deed on the day and year therein mentioned, as his own act and deed.

GIVEN under my hand and official seal, this the 14<sup>th</sup> day of February, 1977.



Aquita Ann Looney  
NOTARY PUBLIC  
(Aquita Ann Looney Scott)



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of February, 1977, at 3:00 o'clock P.M., and was duly recorded on the 15 day of February, 1977, Book No. 148 on Page 797 in my office.

Witness my hand and seal of office, this the 15 of February, 1977.

BILLY V. COOPER, Clerk

By Shastney, D. C.

BOOK 143 PAGE 799  
WARRANTY DEED

620

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, GRADY McCOOL, INC., a Mississippi corporation, does hereby sell, convey and warrant unto NEIL R. HARRISON and wife, JULIA G. HARRISON, as joint tenants with full rights of survivorship, and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot Twenty-five (25), SANDALWOOD SUBDIVISION, Part Two (2), a subdivision in and to the County of Madison, State of Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at page 40 thereof, reference to which is hereby made in aid of and as a part of this description.

This conveyance is subject to those certain protective covenants recorded in book 388 page 833, records of said county, and to a 10 foot utility easement off north side of subject property as contained in instrument recorded in book 138 page 469, records of said county, and to reservation of all minerals by prior owners.

All ad valorem taxes for year 1977 are to be prorated between the parties hereto as of the date hereof.

WITNESS THE SIGNATURE OF THE CORPORATION this 11<sup>th</sup> day of February, 1977.

GRADY McCOOL, INC.  
  
GRADY McCOOL, PRESIDENT

STATE OF MISSISSIPPI

BOOK 148 PAGE 800

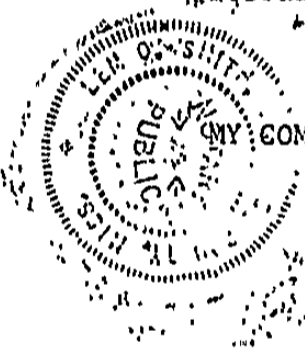
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, Grady McCool, who acknowledged to me that he is President of Grady McCool, Inc., a Mississippi corporation, and that he signed, executed and delivered the above and foregoing instrument for and on behalf of said corporation, as the act and deed of said corporation, on the day and year therein mentioned, he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 11<sup>th</sup> day of February, 1977.

*Tom O. Smith*  
NOTARY PUBLIC

MY COMM. EX: \_\_\_\_\_



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of February, 1977, at 9:00 o'clock A. M., and was duly recorded on the 22 day of February, 1977, Book No. 148 on Page 279 in my office.

Witness my hand and seal of office, this the 22 of February, 1977.

BILLY V. COOPER, Clerk

By D. Wright, DC D. C.

