## BLOK 147 FAGE 100

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, BOB ALLEN CONSTRUCTION CO., INC., does hereby sell, convey and warrant unto ROBERT K. REVERE and wife, MARSHA B. REVERE, as joint tenants with full rights of . survivorship, and not as tenants in common, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

> Lot 51, Gateway North, Part II, a subdivision according to the map or plat thereof which is of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 5 at Page 44, 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.

THIS CONVEYANCE is subject to any and all recorded building restrictions, right of ways, easements or mineral reservations applicable to the above described property.

THIS CONVEYANCE is subject to those certain restrictive covenants recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Book 396 at Page 153, Book 409 at Page 726, and Book 416 at Page 97.

WITNESS the respective hand and signature of the undersigned Grantor hereto affixed on this the 25th day of February, 1977.

BOB ALLEN CONSTRUCTION CO., INC.

Robert D. Allen, President

BUCK 117 MGE 101

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, ROBERT D. ALIEN, personally known to me to be the President of the within named BOB ALLEN CONSTRUCTION CO., INC., who acknowledged that he 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, he having been first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the 25th day of February, 1977.

My. Comm. Expires:

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 day of mach, 1977, at 11:50 o'clock G.M., and was duly recorded on the 2 day of mach, 1977, Book No/49 on Page 100. In my office.

Witness my hand and seal of office, this the good of BILLY V. COOPER, Clerk

disa tengah di disa di dikanan di Manjangan di dikanan d D, C.

BOOK 149 FACE 10

STATE OF MISSISSIPPI.

MADISON COUNTY.

In consideration of TEN DOLLARS (\$10.00), cash in hand paid to me by MACK JOHNSON and MAGGIE CARTER JOHNSON, husband and wife, receipt of which is hereby acknowledged, and other good and valuable considerations from them duly had and received and hereby acknowledged, I hereby convey and quit-claim unto the said Mack Johnson and Maggie Carter Johnson, not as tenants in common, but as joint tenants with right of survivorship, the following tracts of land in Madison County, Mississippi, to-wit:

> TRACT I - As conveyed to Mack Johnson by Warranty Deed of Johnny Garbarino, dated November 4, 1950, recorded in Deed Book 48, Page 305;

TRACT II - As conveyed to Mack Johnson by Warranty Deed of Willie Lee Wentworth, dated September 15, 1959, recorded in Deed Book 75, Page 72; LESS that parcel by us conveyed to State Highway Commission of Mississippi by Warranty Deed dated March 14, 1968, recorded in Deed Book 111, Pages 81-2;

being the same land conveyed to me by deed of Mack Johnson and Maggie Carter Johnson dated February 28 , 1977.

This. March , 1977.

STATE OF MISSISSIPPI. MADISON COUNTY.

THIS DAY PERSONALLY appeared before me, the undersigned authority in and for ove County and State, GLADYS BUFFINGTON , who acknowledged the above County and State, the above County and State, GLADYS BUFFINGTON , who acknowledged that he executed and delivered the foregoing instrument on the date thereof as h yoluntary act and deed.

WITNESS MY SIGNATURE AND SEAL of office, this / day of February, 1977.

Billy (). Coise Ch. Cle.

MMISSION EXPIRES:

77.159 1. W.- i. STATE OF MISSISSIPPI, County of Madison: 4, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for record in my office this / day of maich \_, 19<u>77</u>, at //:000'clocka. M., \_, 19*77*, Book No. / <del>/ 9</del>on Pag**e/02** and was duly regorded on the day of \_\_\_\_\_\_ In my office. 🦡 Witness my hand and seal of office, this the

STATE OF MISSISSIPPI COUNTY OF MADISON

BUGH 149 FAGE 103

833

#### WARRANTY DEED

In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, JOHN H. CARR, do hereby convey and warrant unto CHARLES D. EVERETT and wife RACHEAL EVERETT as tenants by the entirety with the right of survivorship and not as tenants in common, the following described lands in Madison County, Mississippi, to-wit:

A lot, tract or parcel of land situated in the  $E_2^{\frac{1}{2}}$  NW $\frac{1}{4}$  of Section 20, Township 9 North, Range 3 East, and more particularly described as follows: Beginning at the southwest corner of Mattie McKay's lot as deeded to her by Ruth McKay Perreault by deed of record in the Chancery Clerk's office of said county in deed book 6 at page 488, on the north side of the Ganton and Garthage paved road or Highway No. 16, and running west along the margin of said road 80 feet to a stake, thence north and parallel with the said Mattie McKay's said lot and T. C. Maris's lot 606 feet to the south margin of the Old Canton and Sharon Road as it was in the year 1877, thence east along said road 155 feet to the T. C. Maris corner, thence along the said T. C. Maris line 456 feet to the northeast corner of the said Mattie McKay's lot, thence west with said lot 75 feet, thence south with said lot 150 feet to the point of beginning. There is also hereby and herein and herewith conveyed to the above named grantees a strip of land in said County and State 20 feet wide adjoining the west side of the above described land and property, and running from the Canton and Carthage paved road or Highway No. 16 north to the old Canton and Sharon road as it was in 1877; and said strip of land 20 feet in width is to be used as a street or alley or right of way in, to and from said land and property above described. Intending to convey the same parcel of land deeded to J. W. McKay by Mrs. Ruth McKay Perreault and Joseph H. Perreault on November 9, 1931 by their deed of record in book 8 at page 85, and the same lands conveyed to R. W. Carr and Mrs. Rosa Klaas Carr, by deed dated August 20, 1953, recorded in book 56 at page 461 of records in the office of the Chancery Clerk, Madison County, Mississippi.

LESS AND EXCEPT the tract of land conveyed by Mrs. Rosa Klaas Carr to John W. Pugh and Nina S. Pugh by deed dated June 22, 1960, recorded in book 78 at page 120 of records in the office of the Chancery Clerk, Madison County, Mississippi, more particularly described as follows: A lot or parcel of land described as beginning at the northwest corner of that certain lot or parcel of land purchased by John W. Pugh and Nina S. Pugh from R. L. and Mary S. Watkins on May 23, 1960 by deed recorded in book 78 at page 31 of records in the office of the Chancery Clerk, Madison County, Mississippi, and from said point of beginning run thence east for 75 feet to the northeast corner of said Pugh tract, thence run north 01° east for 61 feet, thence run north 89° west for 75 feet, thence run south 01° west for 62.3 feet to the point of beginning, and all being situated in the City of Canton, Madison County, Mississippi; this said tract being a part of that certain tract of land purchased by Mrs. Carr as per deed of record in land deed book 56 at page 461 of records in the office of the Chancery Clerk, Madison County, Mississippi.

## BUOK 149 PAGE 104

Taxes for the year 1977 shall be prorated as of March 15, 1977.

This deed shall in no wise affect the validity of the deed of trust of even date, executed by grantees to secure grantor herein.

Witness my signature this February 25, 1977.

John H Carr

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named JOHN H. CARR, 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 25, 1977.

My commission expires: August 18, 1979

Notary Public in and for Madison County, Mississippi

SIPPI

AND THE PROPERTY OF

STATE OF MISSISSIPPI, County of Madison:

Was filled for recorded on the day of day of 1927, Book No. 1927 on Page in my office this day of 1927, Book No. 1927 on Page in my office.

Witness my hand and seal of office, this the of MOLLY V. COOPER, Clerk

By n. Wright

), C,

# Natchez Lace Memorial Park Cemetery

DADES

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Memorial Park Cemetery	Ch.
STATE OF MISSISSIPPI	
COUNTY OF MADISON	
For and in consideration of the sum of Three Hundred & 00/100	
cush in hand paid, receipt of which is hereby acknowledged, NATCHEZ TRACE	
MEMORIAL PARK CEMETERY, INC., a Mississippi corporation, does hereby grant, bargain, sell, convey and warrant unto Winfield L. Spears	
as joint tenants with the right of survivorship and not as tenants in common, the follow-	
ing described property located in Madison County, Mississippi, to-wit:	
Garden of Devotion	
of Natchez Trace Memorial Park Camptony according to the	
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	
Fifteen percent (15%) of the purchase price of the last way.	
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.	( re
EXECUTED by Natchez Trace Memorial Park Cemetery, Inc. on this 31st	
day of January 9 77	
ATTEST SCIPCIO CHAPL NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC.	
Vice-President	
COUNTY OF HINDS	****
This day, personally came and appeared before months understand authority.	100
Secretary, respectively, of NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC., who	12.3
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 Cometery Deed for and on build of said Commetery Deed for and on	, i
benut of said Cemetery, 4.	
WITNESS my hand and seal this 23 18 day of Felman	, ',
Lonald of Sharp	
My Commission Expires:	
My Commission Expires February 7, 1981	· 多
and a second a second and a second a second and a second	4
Constitution of the second	Service .
MISSISSIPPI, County of Madison: V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrume	ทใ
for record in my office this / day of march, 1977, at / 45 o'clock & f	VI.,

660

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid the undersigned and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, the undersigned, LEROY MOORE, do hereby convey and warrant unto CURTIS ENTREKIN and wife, MARY ELLEN WILLIAMSON ENTREKIN, as joint tenants with full rights of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

> Commence at the SE corner of the W1/2 of the NW1/4 Commence at the SE corner of the W1/2 of the NW1/4 of Section 9, T7N, R1E, Madison County, Mississippi, run thence West 629.6 feet; thence N 0-46E, 716.3 feet, to the point of beginning; continue thence N 0-46E, 1195 feet; thence S 89-44E, 571.2 feet; thence S 1-52E, 1036.7 feet; thence West 279.6 feet; thence S 0-46W, 120.6 feet; thence West 350 feet to the point of beginning. Containing 15.33 acres more or less.

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

WITNESS MY SIGNATURE, this the 25 day of February,

1977.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for said County and State, the within named LEROY MOORE, who acknowledged before me that he signed and delivered the above and foregoing instrument on the day and date therein mentioned.

Given under my hand and official seal, this 254 day of February, 1977.

MY COMMISSION EXPIRES:

My Commission Expires Sept. 10, 1980.

STATE OF MISSISSIPPI, County of Madison: المانين المانية Billy V: Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for record in my office this 2 day of March , 1977, at 8:30 o'clock 41. \_, 19<u>77</u>, at 8:300'clocka\_M., In my office.

Witness my hand and seal of office, this the 8 of BII

By

By

MDEXE

#### WARRANTY DEED

BARN 149 PAR 107

	1,001,		
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 the receipt of which is hereby acknowledged,		
consideration,	the receipt of which is hereby acknowledged,		
HARROW DEVELOPMENT CORPORATION			
	4		

a corporation, does hereby sell, convey and warrant unto

BRICKEY BUILDERS, INC.

maximum the following descirbed land and property lying and being eituated in MADISON County, Mississippi, to-wit:

> Lots Twenty-Eight (28), Twenty-Nine (29) and Thirty-Que (31) of Traceland North, Part IV, 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 19.

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 provated 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 1771 February , 1977.

> HARROW DEVELOPMENT CORPORATION Robert Field, President

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and. State, the within named Robert Field who acknowledged that he is President ο£

Harrow Development Corporation , a corporation and that for and on behalf of said corporation and as its act and deed, , a corporation, 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

, 19<u>77</u>.

My Commission Expires:

Commission Erpires Sept. 20, 1980

1 1 4 1 5

ATE OF MISSISSIPPI, County of Madison: I, Billy V. Gooper, Clerk of the Chancery Court of sald County, certify that the within instrument , 19<u>77</u>, at 9:00 o'clock&. M., was filled for record in my office this 2 day of March Asylthess my hand and seal of office, this the 8 of ار المانية المانية

BUUR 149 MULT 108
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, WILLIAM HENRY SCHMIDT and wife.  LEE W. SCHMIDT do hereby sell, convey and warrant unto
ARNOL W. WEST and wife, DOROTHY P. WEST full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:
Lot Sixteen (16) of Lake Cavalier, Part 1, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, as recorded in Plat Book 4 at Page 9.
A Committee of the comm
There is excepted from the warranty of this conveyance all building restrictions, protective covenants, mineral reservations and conveyances, and easements of record affecting said property.
Grantees assume and agree to pay that certain deed of trust executed by  William Henry Schmidt and Lee W. Schmidt  Wortman & Mann, Inc.  , dated September 21, 1971
and recorded in the office of the aforesaid Clerk in Book 383 at Page 148 .
Grantors do hereby assign, set over and deliver unto the grantees any and all escrow funds held by the beneficiary under said deed of trust.
It is understood and agreed that taxes for the current year have been pro- rated as of this date on an estimated basis and when said taxes are actually deter- mined, 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 the28th day of
WILLIAM HENRY SCHOLDT,  LEE W. SCHOLDT
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 William Henry Schmidt and wife, Lee W. Schmidt 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 28th day of NOTARY ty Commission Expires: 9/16/77

STATE OF MISSISSIPPI, County of Madison: I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument \_\_\_\_, 19<u>27, at 9:80</u> o'clock<. M., 2, Book No<u>l 45</u> on Page <u>108</u> meille was filled for record in my office this\_ 2\_day of. and was duly recorded on the \_\_day of \_\_\_\_\_ in my offices 3 Witness my hand and seal of office, this the

WARRANTY DEED BOOK 149 PAGE 109

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, I, STANLEY D. RUCKER

A hotel k

do hereby sell, convey and warrant unto GAYLON D. MORRIS and wife,

PAM W. MORRIS

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

Lot Four (4) of Lakeland Estates, Part I, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi as recorded in Plat Book 4 at Page 26 thereof, reference to which is hereby made in aid of and as a part of this description.

There is excepted from the warranty of this conveyance all build-ing 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 MY SIGNATURE, this the let day of March, 1977.

Manley D. Rucker

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 \_\_\_\_\_Stanley D. Rucker

livered the above and foregoing instrument of writing on the day and in

NOTARY PUBLIC

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 1st day of

My Commission Expires: 9/16/77

STATE OF MISSISSIPPI, County of Madison:

was filled for record in my office this 2 day of March, 1977, at 9.00 o'clock a. M., and was duly recorded on the 8 day of march, 1972, Book No. 1979 on Page 109

Witness my hand and seal of office, this the

BILLY V. COOPER, Clerk, 1977

D. C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, J.H.M., INC., does hereby sell, convey and warrant unto JOHN H. MOON, that certain property situated in Madison County, Mississippi, being more particularly described as follows, to-wit:

Parcel of land situated in NE% of Section 23, T7N, R1E, and in Section 14, T7N, R1E, Madison County, Mississippi, and being more particularly described as follows:

From the northeast corner of NW% of NE% of Section 23, T7N, RIE; thence North 89 degrees 53 minutes West for a distance of 200.0 feet to the point of beginning of the property herein described; thence South along the West line of Glenn T. Ray property for a distance of 614.6 feet to the North right of way of a 50 foot county road; thence northwesterly along the easterly right of way of said road using the following bearings and distances; thence North 77 degrees 38 minutes West for a distance of 202.2 feet; thence North 66 degrees 02 minutes West for a distance of 134.45 feet; thence North 59 degrees 36 minutes West for a distance of 275.8 feet; thence North 47 degrees 02 minutes West for a distance of 208.9 feet; thence North 33 degrees 35 minutes West for a distance of 666.2 feet; thence North 41 degrees 50 minutes West for a distance of 221.4 feet; thence North 26 degrees 6 minutes West for a distance of 72.3 feet; thence North 13 degrees 36 minutes West for a distance of 50.8 feet; thence North 4 degrees 25 minutes West for a distance of 338.2 feet; leaving. said right of way of said road, thence North 87 degrees 43 minutes East along the South line of Richardson property for a distance of 1298.0 feet; thence South for a distance of 988.4 feet to the .point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

Parcel of land situated in the SE% of SW% and SW% of SE% of Section 14, T7N, RIE, Madison County, Mississippi, and being more particularly described as follows:

From the northeast corner of NW½ of NE½ of Section 23, T7N, RIE, thence North 89 degrees 53 minutes West for a distance of 200.0 feet; thence South along the West line of Glenn T. Ray property for a distance of 614.6 feet to the North right of way of a 50 foot county road; thence northwesterly along the easterly right of way of said road using the following bearings and distances; thence North 77 degrees 38 minutes West for a distance of 202.2 feet; thence North 66 degrees 02 minutes West for a distance of 134.45 feet; thence North 59 degrees 36 minutes West for a distance of 275.8 feet; thence North 47 degrees 02 minutes West for a distance of 208.9 feet; thence North 33 degrees, 35 minutes West for a distance of 666.2 feet; thence North 41 degrees 50 minutes West for a distance of 221.4 feet; thence

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North 26 degrees 6 minutes West for a distance of 72.3 feet; thence North 13 degrees 36 minutes West for a distance of 50.8 feet; thence North 4 degrees 25 minutes West for a distance of 338.2 feet to a point, said point being the point of beginning for the tract herein described; thence leaving said right of way of said road, thence North 87 degrees 43 minutes East for a distance of 372 feet; thence South 2 degrees 35 minutes East for a distance of 217 feet; thence South 68 degrees 25 minutes West for a distance of 383 feet; thence North 4 degrees 25 minutes West for a distance of 342.5 feet to the point of beginning.

The tract herein conveyed contains 31.36 acres, more or less.

There is excepted from this conveyance and the warranty herein and this conveyance is specifically subject to the all of the reservations and exceptions as following: (1) set forth in that certain Warranty Deed from J. E. Richardson, et ux, to Harold D. Miller, Jr., dated September 1, 1972, and recorded in Book 128 at Page 280 in the office of the Chancery Clerk of Madison County, Mississippi; as corrected by that certain deed dated October 12, 1972 and recorded in Book 128 at Page 804 of said records; (2) all of the reservations and exceptions set forth in that certain Deed dated December 7, 1972 from Harold D. Miller, Jr. to John H. Moon as recorded in Book 129 at Page 342 of said records; (3) those certain protective covenants executed by Harold D. Miller, Jr. dated November 1, 1972 and filed for record on December 15, 1972 and recorded in Book 392 at Page 232 of said records; and (4) easements or rights-of-way for public utility facilities and lines now located on said property and for zoning ordinances of Madison County, Mississippi.

Ad valorem taxes for the year 1977 have been prorated between Grantor and Grantee herein as of the date hereof.

WITNESS its signatures on this 33 day of Jell.

J. H. M., INC.

BY: John H. MOON, President

ATTEST:

GEORGE F. WOODLIFF, Secretary-Treasurer

#### STATE OF MISSISSIPPI

#### COUNTY OF HINDS

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, personally came and appeared JOHN H. MOON who, as President of J.H.M., INC., acknowledged that as such officer of said corporation, he signed, sealed and delivered the foregoing instrument as the act and deed of said corporation, having full authority so to do.

GIVEN under my hand and official seal, this the 25

My Commission Expires:

STATE OF MISSISSIPPI COUNTY OF HINDS

15-19

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, personally came and appeared GEORGE F. WOODLIFF, who, as Secretary-Treasurer of J.H.M., INC., acknowledged that as such officer of said corporation, he signed sealed and delivered the foregoing instrument as the act and deed of said corporation, having full authority so to do.

GIVEN under my hand and official seal, this the day of \_\_\_\_\_\_\_\_, 1977.

Sudick ann Taylon
ROTARY PUBLIC

3-15-29

mission Expires:

STATE OF MISSISSIPPI, County of Madison:

was filled for record in my office this 2 day of march, 1977, at 9:00 o'clock a M., and was duly recorded on the 8 day of march, 1979, Book No/49 on Page 110 my office.

Witness my hand and seal of office, this the gof BILLY V. COOPER, Clerk

· n. Wright ... c. c.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash and other good and valuable considerations the receipt of all of which is hereby acknowledged, I, the undersigned, ROBERT A. ROGERS, do hereby sell, convey and warrant unto JIMMY WINDHAM and wife, GLORIA WINDHAM, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in the County of Madison, State of Mississippi, to-wit:

Lot B. Lakeland Estates, Part 3, a Subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County in Plat Book 4 at Page 27 and 28; thereof, reference to which is hereby made in aid of and as a part of this description.

This conveyance is subject to the prior recorded reservations of all oil, gas and other minerals on, in and under said property, building restrictions, right-of-ways and easements of record.

Ad valorem taxes for 1977 have been pro-rated as of this date.

No part of the above described property constitutes any part of the homestead of the Grantor.

WITNESS MY SIGNATURE this the 5th day of January, 1977.

STATE OF MISSISSIPPI : COUNTY OF RANKIN

Personally came and appeared before me the undersigned authority in and for the said state the within named ROBERT A. ROGERS, who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein.

GIVEN under my hand and official seal this the 5t of January, 1977.

NOTARY PUBLIC

My Commission Expires: 4/24/78

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 🕰 \_, 1922, at 9:00 o'clock @M., \_day of: Much and was duly recorded on the 8 day of Man Z, Book No. // Jon Page // 3

Witness my hand and soul of office, this the

STATE OF MISSISSIPPI COUNTY OF MADISON

HADEXES

BOOK 149 PAGE 114

#### 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, McMILLON AND WIFE HOMES, INC., a Mississippi Corporation, does hereby sell, convey and warrant unto D. L. POPE and wife, PENCIE M. POPE, as joint tenants with right of survivorship the following described real property lying and being situated in Madison County, Mississippi, to-wit:

> Lot 10 of MADISON STATION SUBDIVISION Lot 10 of MADISON STATION SUBDIVISION of Madison County, Mississippi, lying in the W 1/2 of NE 1/4 of Section 17, Township 7 North, Range 2 East, 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 18 thereof, reference to which is made in aid of and as a part of which is made in aid of and as a part of this description.

This conveyance is executed subject to the following exceptions:

- Zoning Ordinances of Madison County, Mississippi.
- Ad valorem taxes for the year 1977 shall be paid by the Grantees herein.
- Restrictive and Protective Covenants dated February 24, 1977, of record in Book 427 at page 160 of the land records of Madison County, Mississippi.

EXECUTED this the 28th day of Jelnica

ORP SEAL)

McMILLON AND WIFE HOMES, INC.

### BOOK 149 PAGE 115

### STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named B. L. McMILLON, JR., and DOROTHY R. McMILLON, who acknowledged that they are President and Secretary, respectively of McMillon and Wife Homes, Inc., 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 384 day of

S (SEAT)

No Commission expires:

Louta Ann Looney Scotl) Aguila Ann Looney Scotl)

STATE OF MISSISSIPPI, County of Madison:

was filled for record in my office this 2 day of market, 1927, at 10:500'clock and Market and Was duly recorded on the 8 day of market, 1927, Book No. 449 on Page 445

Witness my hand and seal of office, this the O of BILLY V. COOPER, Clark

By D. Wieght.

## HOUR. 149 PAUE 115

IN THE CHANCERY COURT OF SUNFLOWER COUNTY, MISSISSIPPI

Far II

IN THE MATTER OF THE ESTATE OF

MAUDE RATLIFF SMITH, DECEASED

BY:

NO. 15991

MARGUERITE R. KIRBY, ADMINISTRATRIX

#### CORRECTED DECREE

This day this cause coming on to be heard upon motion of all of the heirs of Maude Ratliff Smith, deceased, joined by Marguerite R. Kirby, Administratrix, by their respective attorneys of record, to correct the decree of February 24, 1976, determining heirship of Maude Ratliff Smith, deceased, for the following reasons:

- 1. That the court reporter's stenographic notes show that the true and correct name of one of the heirs of Maude Ratliff Smith, deceased, was Margaret R. King and through stenographic error the name was entered on page 2 of said decree as Mary King, and that there is no relative within the fifth degree of Maude Ratliff Smith, deceased, named Mary King, and that this should be corrected to be Margaret R. King.
- 2. That the decree shows that William Mack Ratliff was an heir of Maude Ratliff Smith, being within the fifth degree according to the Civil Law of the said decedent, and that the said William Mack Ratliff died intestate since the death of Maude Ratliff Smith, leaving a surviving spouse, Marie B. Ratliff, and one child, Wayne Ratliff, a minor, to succeed to the interest of William Mack Ratliff, and through stenographic error the decree named only the child, Wayne Ratliff, to succeed to the interest of the heir, William Mack Ratliff.
- 3. A description of the lands owned by Maude Ratliff Smith, deceased, and the interest of each of the heirs of said lands should be set forth in the decree to aid abstractors and other title search.

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4. That the decree should contain the name, place of residence and post office address of each of the heirs at law of Maude Ratliff Smith so as to comply with \$91-7-293 of the Mississippi Code of 1972.

and the Court having read and considered said motion and heard the evidence adduced, preferred and submitted, and arguments of counsel, finds that the court reporter's stenographic notes show that the true and correct name of the heir referred to in the motion is Margaret R. King and that Mary King does not appear in the stenographic notes and that the decree should be corrected to show the name to be Margaret R. King;

an heir of Maude Ratliff Smith, being within the fifth degree according to Civil Law, as shown by the stenographic notes of the court reporter and that the said William Mack Ratliff died intestate since the death of Maude Ratliff Smith, leaving, according to the stenographic notes of the court reporter, a surviving spouse, Marie B. Ratliff, and one child, Wayne Ratliff, a minor, approximately five years old, and that these two succeed to the interest of William Mack Ratliff, each owning an undivided one-half interest therein, and that through stenographic error the decree named only the child, Wayne Ratliff, and that this should be corrected to show both the surviving spouse and the son;

The Court further finds that it would be to the best interest of all parties that a description of the land owned by Maude Ratliff Smith, deceased, and the interest of each of the heirs be set forth in the decree, and that the decree should contain the name, place of residence and post office address of each of the heirs at law of Maude Ratliff Smith so as to comply with 591-7-293 of the Mississippi Code of 1972;

The Court further finds that the motion is well taken and should be granted:-

### BILL 149 ME 118

It is thereupon ordered, adjudged and decreed that the Decree Nunc Pro Tunc of February 24, 1976, for February 6, 1976, decree in Minute Book 74 at Page 284 of the Minutes of this Court be, and the same is hereby corrected to read as follows:

#### CORRECTED DECREE NUNC PRO TUNC

This cause having come on to be heard upon a day of the regular, February, 1976, Term of the Chancery Court of Sunflower County, Mississippi, and all parties having been present in Court and being represented by their respective counsel, and the Court having called the matter on for trial and having received proof in the form of stipulations and evidence and having considered all of the evidence, stipulations by all counsel, and after having found that all necessary parties were made parties to said suit, and that all process has been returned in the manner as prescribed by law, is of the opinion that a corrected Decree Nunc Pro Tunc should be, and is, entered as follows:

It is therefore ordered, adjudged and decreed that.

Maudo Ratliff Smith, deceased, died seized and possessed of
the following described real estate, to-wit:

The Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) and the South-west Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Thirty-six (36), Township Ten (10), Range Four (4) East, Madison County, Mississippi; and

All of Section Seven (7), less the South Half of the Southeast Quarter (S 1/2 SE 1/4) and less that part of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) East of the road and that part of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4). East of the road situate in Township Eight (8), Range Five (5) East, Rankin County, Mississippi.

It is further ordered, adjudged and decreed that all stipulations heretofore made on the day of trial, January 26, 1976, by all respective counsel, both oral and documentary,

## HOUR 149 PAGE 119

are accepted as true and correct and that only those persons as shown therein to be within the fifth degree of kinship, according to the Civil Law of Maude Ratliff Smith are declared to be her sole surviving heirs at law and those persons, together with their places of residence and post office addresses found by the Court to so qualify are hereby adjudicated to be:

J. R. "Rufe" Ratliff, whose place of residence and post office address is Box 132, Smackover, Arkansas 71762;	1/30
Mrs. Zoe R. Whittington, whose place of residence and post office address is 8753 Old County Drive, El Paso, Texas 79907;	1/30
	4
F. W. Ratliff, whose place of residence and post office address is Clinton, Mississippi 39056;	1/30
E. C. Ratliff, whose place of residence and post office address is P. O. Box 131, Clinton, Mississippi 39056;	1/30
John W. Rutherford, whose place of residence and post office address is 203 Lawson Street, Clinton, Mississippi 39056;	,
Hubert T. Ratliff, whose place of residence and post office address is R.F.D. Box 60, Clinton, Mississippi 39056;	1/30
Mrs. Willette R. Triplett, whose place of residence and post office address is P. O. Box 322, Flora, Mississippi 39071,	1/30
Catherine Ratliff, whose place of residence and post office address is 614 Eagan Street, Vicksburg, Mississippi 39180;	1/30 .
	_,
Margaret R. King, whose place of resi- / dence and post office address is Pocahontas, Mississippi 39072;	1/30
George D. Ratliff, whose place of residence and post office address is 1203 Pinehurst Street, Jackson, Mississippi 39202;	, <b>1/3</b> 0
	(1,4700
Eleanor R. Wallace, whose place of residence and post office address is 723 Central Avenue, Vicksburg, Mississippi 39180;	
wreststhr saton!	1/30
Floyd L. Ratliff, whose place of residence and post office address is 1841 Piedmont Street, Jackson, Mississippi	. F

# BOOK, 149 POGE 120

	Floyd L. Ratliff, whose place of resi-	,
	dence and post office address is 1841 Piedmont Street, Jackson, Mississippi	11/20
	39202;	1/30
	Anne R. Trimble, whose place of residence and post office address is 10313 Wilshire Drive, El Paso, Texas 79924;	1/30
	William Mack Ratliff, whose place of residence and post office address was P. O. Box 294, Smackover, Arkansas 71762, who was living on the date of the death of Maude Ratliff Smith (1/30), and who has since died intestate, leaving as his sole and only heirs at law according to the Laws of Descent and Distribution of the State of Mississippi as follows:	. ,
	Marie B. Ratliff, surviving widow, whose place of residence and post office address. is P. O. Box 294, Smackover, Arkansas 71762; and	1/60
•	Wayne Ratliff, a minor son, of approxi- mately five years of age, whose place of residence and post office address is	,
	P. O. Box 294, Smackover, Arkansas 71762;	1/60
	Charles R. Todd, whose place of residence and post office address is 1016 Robinson Street, Jackson, Mississippi 39203;	1/30
	Mrs. Jean R. Oldham, whose place of resi-	,,,
	dence and post office address is 1208 Summer Lane, Jackson, Mississippi 39211;	1/30
	J. T. Ratliff, whose place of residence and post office address is Pocahontas, Mississippi 39072;	1/30
	Mrs. Velma R. Moore, whose place of resindence and post office address is 307 Griffin Street, Elizabeth City, North Carolina 27909;	1/30
1	Kate Ratliff Latimore, whose place of residence and post office address was Shaw, Mississippi, who was alive on the date of the death of Maude Ratliff Smith (1/30), but who since died intestate, leaving as her sole and only heirs at law according to the Laws of Descent and Distribution of the State of Mississippi as follows:	
/	Mary E. Fontaine, whose place of residence and post office address is Route 3, Box 295, McMinnville, Tennessee 37101; and	1/60
	Katherine F. Subblefield, whose place of residence and post office address is No. 320 Sixteenth Avenue North, Onalaska, Wisconsin 54650;	1/60 .

## BOOK 149 206121

VMrs. Mildred R. Hutchinson, whose place of residence and post office address is 2103 Wellerman Road, West Monroe, Louisian 71291;	<i>.</i> a	A STATE OF THE STA
Stanley W. Ratliff, whose place of residence and post office address is 509 Longino, P. O. Box 157, Belzoni, Mississippi 39038;	1/30	
Carl M. Ratliff, whose place of residence and post office address is Route 2, Box 116-B, Vicksburg, Mississippi 39180;	1/30	
Marguerite R. Kirby, whose place of residence and post office address is 705 Walnut Street, Rolling Fork, Mississippi 39159;	1/30	
John Charles Robinson, whose place of residence and post office address is Friscoe City, Alabama 36445;	1/30 1/30	
Mrs. Ruth Carr, whose place of residence and post office address is 3329 Walnut Avenue, Long Beach, California 90807;	1/30	
Ms. Madoline Smith, whose place of residence and post office address is 1109 West Washington, Jonesboro, Arkansas 72401;	1/30	
Ms. Peggy D. Yates, whose place of residence and post office address is 555 Patten Avenue, 33-A, North Long Branch, New Jersey 07,740;	1/30	
Mrs. C. Bell R. McGuffee, whose place of residence and post office address is Route 1, Box 78, Clinton, Mississippi 39056;	* · ·	1
Mrs. Annie R. Costello, whose place of residence and post office address is Route 1, Box 78 clinton. Mississippi	1/30	
Mrs. Gladys R. Neblett, whose place of residence and post office address is Morgan City, Mississippi 38946;	1/30	, , ,
the above named heirs at law should be placed	1/30 .; in poss	iession

and that the above named heirs at law should be placed in possession of said real estate.

It is further ordered, adjudged and decreed that Marguerite R. Kirby, Administratrix of the Estate of Maude Ratliff Smith, deceased, be, and she is hereby authorized and directed to pay that certain probated claim in favor of Hull Brothers Clinic in the sum of \$131.92, outstanding bill of the

BOOK 149 NET 122

City of Indianola, Mississippi, in the sum of \$150.00, the Delta Publishing Cómpany bill in the amount of \$91.00, all past due and owing taxes owned by said estate as reflected on Exhibit 28 of said stipulation. That said Administratrix is further authorized and directed to pay all mentioned claims as set forth in Exhibit number 28, and to further pay so much of all appraisal fees therein contained as said estate has funds with which to do.

It is further ordered, adjudged and decreed that the said Marguerite Kirby, Administratrix, is further directed and required to file an itemized final account herein and that all other relief prayed for in the original petition be, and it shall be taken under advisement pending the filing of said account,

It is further ordered, adjudged and decreed that all process now in full force and effect shall remain in full force and effect pending such final hearing as will be herein set.:

This decree is entered pursuant to a motion filed by the parties moving the Court for a Decree Nunc Pro Tunc to correct the Interlocutory Decree heretofore entered in Minute Book 74 at Page 284 of the Chancery Clerk records of Sunflower County, Mississippi, on the 6th day of February, 1976, and the Court having examined the motion, the evidence and the stipulations in this cause finds that said motion is correct and should be sustained and said decree is correct as hereinabove set forth so as to reflect the true state of affairs.

It is further ordered, adjudged and decreed that this corrected Decree Nunc Pro Tunc be filed, abstracted, indexed and recorded with the Land Records of Madison County and Rankin County as a deed of conveyance from Maude Ratliff Smith, deceased, to the above named heirs and that the Clerks of the respective counties note on the prior record this corrected Decree Nunc Pro Tunc. That is, that the Chancery Clerk of Madison County note in Book 146 at Page 894 reference to this corrected decree and

## 800H 109 266128

of Rankin County note in Book 62 at Page 119 reference to the recording data on this corrected decree.

recording data on this corrected decree. ORDERED, ADJUDGED AND DECREED, this the March , 1977, for the 6th day of February, 1976. Mush Killner APPROVED: AMES T. BRIDGES ( STATE OF MISSISSIPPI, COUNTY OF SUNFLOWER I, Jack E, Harper, Ir.,-Clerk of the Chancery Court in and for said County and State hereby certify that the foregoing contains a vihile, true and correct copy of Conto-one in the same especies on file in my cifice, of hid-holo, Pics, Witness my hand end official Scal, this the\_

STATE OF MISSISSIPPI County of Madison:

I, Billy V. Coaper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for record in my office this 2 day of May II. 1977, at 1:15 o'clock M., and was duly recorded on the 8 day of May II. 1922, Book No. 49 on Page III.

Witness my hand and seal of office, this the 8 of May II.

BULLY V. COOPER, Clerk

D. C,

## WARRANTY DEED

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

a corporation, does hereby sell, convey and warrant unto A Parker Sartain

ACHER RECENERATION REPORTED BY AND ACCESSOR FOR A PROPERTY AND ACCESSOR AND ACCESSO MAXXEXEMBERGERY, the following descirbed land and property lying and being situated in Madison County, Mississippi, to-wit:

> Lots Three (3) and Four (4) of Traceland North, Part IV, 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 19.

Grantor herein reserves unto itself, its successors or assigns, all oil, gas and other minerals lying in, on and under the above described property, but without right of ingress and egress on the surface of said land for any purpose appertaining thereto.

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 \_\_25th\_ day of. February , 19 77.

HARROW DEVELOPMENT CORPORATION STATE OF MISSISSIPPI Robert Field, President COUNTY OF HINDS Personally came and appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County Harrow Development Corporation , a 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 mentions. , a corporation, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he being duly seathorized so to do by said corporation. GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 25th day of February, 1977. 1188. Mings.

My Commission Expires:

May 24, 1977

STATE OF MISSISSIPPI, County of Madison: . I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument 77, 1977, at 2:000'clock. M., www.filled for record in my office this 2 day of March and was duly recorded on the 8 day of march, 1927, Book No. 49 on Page /24 in my office. Witness my hand and seal of office, this the BILLY V. COOPER, Clerk

Mark

D. C.

STATE OF MISSISSIPPI COUNTY OF MADISON

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#### TRUSTEE'S DEED

WHEREAS, on the 17th day of June, 1975, WILLIAM A. SCOTT and PEGGY ANN SCOTT, executed a deed of trust under the terms of which the hereinafter described land was conveyed to JAMES H. HERRING, Trustee, to secure the payment to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CANTON, Canton, Mississippi, a certain indebtedness therein mentioned and described, which deed of trust is of record in Book 411 at page 157 of the records of mortgages and deeds of trust on land in the officeof the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, default was made in the payment of said indebtedness and the holder thereof requested the undersigned to sell said lands in accordance with the power contained in said deed of trust; and

WHEREAS, after having advertised said sale in all respects as required by law and the terms of said deed of trust, the undersigned did, between eleven o'clock in the forenoon and four o'clock in the afternoon, on the 28th day of February, 1977, at the main south door of the County Courthouse in Madison County, Canton, Mississippi, offer the said land for sale to the highest bidder for cash in the manner required by law and the terms of said deed of trust, and

WHEREAS, at the said time and place, the undersigned received from the hereinafter named grantee a bid of FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$15,500.00) DOLLARS, which was the highest bid for said land; and said bidder was then and there declared to be the purchaser thereof;

## BUUN 149 1125

NOW, THEREFORE, in consideration of the said sum of FIFTEEN THOUSAND FIVE HUUNDRED AND NO/100 (\$15,500.00) DOLLARS, cash in hand paid, the receipt thereof is hereby acknowledged, the undersigned does hereby sell and convey unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CANTON, Canton, Mississippi, the following described land in the aforesaid county and state, to-wit:

A lot or parcel of land fronting 70 feet on the east side of North Union Street and being 175 feet evenly off the west side of Lot 73 of North Union Street Subdivision, according to the plat of said subdivision recorded in Plat Book 3 at page 74 in the records of the Chancery Clerk of Madison County, Mississippi, reference to which is made in aid of and as a part of this description.

Subject to: the exception of all oil, gas and other minerals in, on and under the above described land.

EXECUTED this the 28th day of February, 1977.

JAMES H. HERRING, TRUSTEE

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named JAMES H. HERRING, who duly acknowledged that he, in his capacity as Trustee, signed, executed and delivered the foregoing instrument on the day and year therein written.

Given under my hand and official seal, this the AST day of

(SEAL) O. S. My commission expires:

Lauta An Joany Scott)

. . . . .

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 all of which is hereby acknowledged, we, F. H. EDWARDS and SIM C. DULANEY, do hereby sell, convey and warrant unto TIP RAY HATLEY, the following described land and property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Being a tract or parcel of land lying and being situated in the East half (E) of Section 20, Township 9 North, Range 3 East, and fronting 60 feet on the south right-of-way line of Mississippi Highway No. 16 and described by metes and bounds as follows: Beginning at a point on the south right-of-way line of Mississippi Highway No. 16, said point being 470 feet westerly along the south right-of-way line of said Highway No. 16 from its intersection with the west margin of the Canton and Madisonville Road, run thence South 4 degrees 10 minutes East for 200 feet; thence southeasterly parallel with said Mississippi Highway No. 16 to a point on the East line of the property conveyed by Louis Shornick to F. H. Edwards, Sim C. Dulaney, and Aubrey Cobb, by warranty deed on December 29, 1967, recorded in Book 109 on page 511 in the office of the Chancery Clerk of Madison County, Mississippi; thence north O degrees 23 minutes 30 seconds west to a point on the south right-of-way margin of said Mississippi Highway No. 16; thence north 68 degrees 40 minutes West for 60 feet to the point of beginning.

This conveyance is made subject to the following:

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1977 to be pro-rated when due.
  - 2. City of Canton Zoning Ordinances as amended.
- 3. Reservations of any and all oil, gas and minerals by predecessors in title, if any.
  - 4. Any easements and/or rights-of-ways .

WITNESS OUR SIGNATURES, this 1st day of March, 1977.

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, F. H. EDWARDS and SIM C. DULANEY, who each acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein erationed as their act and deed.

VEN UNDER MY HAND AND OFFICIAL SEAL, this 1st day of March, 1977.

Menues E.

Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

[4] I, Billy V. Copper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for record in my office this 2 day of marel , 1972, at 3:0 So'clock & M., and was duly recorded on the B day of Back J. Book No. 169

Witness my hand and seal of office, this the COOPER, Clerk

: By.

STATE OF MISSISSIPPI COUNTY OF MADISON

### HOUR 1.49 PAGE 128

#### WARRANTY TIMBER DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), plus other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, We, the undersigned, JAMES WOODLEY HUDSON and JOEL E. HUDSON do hereby grant, convey and warrant unto JAMES D. RILEY, all timber measuring Eleven (11) inches in diameter breast high and larger, standing, lying or being upon this described land, located and situated in Madison County, Mississippi, to-wit:

W/2 of NE/4; NW/4, Less the West 20 acres; NW/4 of the SE/4; North 26 acres of the NE/4 of SW/4, Section 23, Township 12 North, Range 4 East, containing 286 acres, more or less, and subject to all existing rights of way, of record.

to enter upon all of the above described lands, and the privilege to enter upon all of said lands and cut and remove all of said timber at any time within the time hereinafter stated.

The Grantee is hereby given until May.30, 1978 in which to cut and remove the timber as specified above.

WITNESS OUR SIGNATURES, this the 2 2 day of March, A. D.,

OED E. HUDSON

STATE OF MISSISSIPPI COUNTY OF LAWRENCE

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, the within named, JAMES WOODLEY HUDSON and JOEL E. HUDSON, who acknowledged that they

## BOOK 149 PAGE 129

signed, executed and delivered the foregoing Warranty Timber Deed on the day and year therein set forth as their voluntary act and deed.

GIVEN under my hand and seal of office, this the 2 nd day March. A. D., 1977.

Ballie S. Stephen

My.:Commission Expires:

12-20-79

STATE OF MISSISSIPPI, County of Madison:

I, Billy V: Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filled for record in my office this 3 day of market, 1977 at 8:100'clock a.m. and was duly recorded on the 8 day of my office, 1977, Book No. 1990 on Page 134

Witness my hand and seal of office, this the 8 of BILLY V. COOPER, Clerk

By 27 Wright D. C.

FOR and in consideration of the sum of Ten Dollars, cash in hand paid. and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due that certain indebtedness due and owing by the Grantors herein unto UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, which indebtedness is secured by a deed of trust dated August 22, 1974, and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in deed of trust record Book 405 at Page 80, the current balance of which, as of this date is \$27,969.67, WE, GADDAM PURUSHOTHAM REDDY and VIJAYA LAXMI DEVI, husband and wife, do hereby sell, convey and warrant unto HARTHARA M. MEMENDALE. and REXHA H. MEHENDALE, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in the County of Madison, State of Mississippi, to-wit:

Lot 1, Block "F", Traceland North, Part III, a subdivision according to the map or palt thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at Page 48, reference to which is hereby made.

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

It is agreed and understood that the taxes for the current year have been prorated as of this date 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 or their assigns any deficit on an actual proration and likewise the Grantees agree to pay to the Grantors or their assigns any amount overpaid by them.

WITNESS our signatures, this th	e 28 day of February: , 1977.
- Mustothank day	Viava Larry Loir
GADDAM PURUSHOTHAM REDAY	VICAYA LAXMI DEVI

STATE OF MISSISSIPPI COUNTY OF HINDS

10

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Gaddam Purushotham Reddy and wife, Vijaya Laxmi Devi, who acknowledged that they signed and delivered the above and foregoing Deed

on the day, and year therein mentioned.

O'ven under my hand and official seal, this the 28 Notary Public

My.commission:expires: 7-12-78 

Megan. STATE OF MISSISSIPPI, County of Madison: Billy, V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for record in my office this 3 day of March , 19<u>77, at 7:00</u> o'clock a.M., 7, Book No. 149 on Page 130 \_, 19卫 Witness Williams BILLY V. COOPER

WARRANTY DEED

BOOK 129 :: GE 431 932

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 the receipt of which is hereby acknowledged, consideration, GUY BAILEY HOMES, INC.

a corporation, does hereby sell, convey and warrant unto

\*\*\* \* 1)

Section 15

NEIL R. PEACOCK and wife, W. DIANNE PEACOCK

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

Lot Twenty (20) of Pear Orchard Subdivision, Part 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, Mississippi, recorded in Plat Book 6 at Page 10, reference to which is hereby made in aid of and a as a part of this description.

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 28th day of February , 1977.

Guy Bailey, Jr., President

GUY BAILEY HOMES, INC.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority duly authorized by Law and State, the within named Guy Ba duly authorized by law to take acknowledgments in and for said County Guy Bailey, Jr.

a corporation, 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 28th day of

NOTARY

Commission Expires:

STATE OF MISSISSIPPI, County of Mudison:

And Gally V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for record in my office this 3 day of much ., 1922, at 9:000 clock p.M., ., 19:77, Book No./19 on Page 13/ and was duly recorded on the day of ain my office. 🗸

Vilinoss my hand and seal of office, this the COOPER. Clerk

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, J & G INVESTMENTS, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto DALE E. GANGE and wife, SUSAN G. GANGE, 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 Forty-Two (42), GATEWAY NORTH, 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 5 at Page 44 thereof, reference to which map or plat is here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 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, this the 19 day of February, 1977.

j & G INVESTMENTS, INC.,

John F. Guesio, Jr., President

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

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

GIVEN under my hand and official seal of office, this the 18

MydCommigsion Expires: thy Commission Expires July 28, 1979

STATE OF MISSISSIPPI, County of Madison:

Was filled for record in my office this 3 day of March, 1977, at 9:00 o'clocks, M.,

and was duly recorded on the day of march, 1977, Book No. 49 on Page 132.

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

- D. C,-

For and in consideration of ten dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, Dan H. Hodges, Jr. does hereby sell, convey and warrant unto James W. and Karen W. Chandler as joint tenants with full rights of survivorship and not as tenants in common the following land and property lying and being situated in Madison County, Mississippi, being more particularly described as follows:

A tract or parcel of land containing 5.163 acres, more or less, being situated in the North 1/2 Northwest 1/4 of Section 3, Township 7 North, Range 2 East, and described as commencing at the Southwest corner of the above said Section 3 and run thence North 00 degrees 05 minutes 00 seconds East on and along the westerly boundary line of said Section 3 a distance of 4898.93 feet to a point, run thence East a distance of 652.48 feet to a point, said point being the point of beginning of the tract being described, and from said point run thence South 41 degrees 57 minutes 30 seconds East a distance of 888.06 feet to an iron pin, run thence North 03 degrees 58 minutes 30 seconds West a distance of 75.80 feet to an iron pin, run thence North 17 degrees 16 minutes 30 seconds East a distance of 201.66 feet to an iron pin, run thence North 00 seconds West a distance of 30.00 feet to a point, run thence North 00 degrees 04 minutes 30 seconds West a distance of 30.00 feet to a point, run thence North 00 degrees 04 minutes 30 seconds West a distance of 170.00 feet to a point, run thence West a distance of 677.00 feet to the point of beginning.

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

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

WITNESS my signature, this the \_\_\_\_\_day of March, 1977.

DAN H. HODGES, JR.

STATE OF MISSISSIPPI

япок 149 па 135

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the above county and state, Dan A. Hodges, Jr. who stated that he signed and delivered the above and foregoing Warranty Deed on the day and year therein stated.

GIVEN under my hand and official seal of office, this the 15th day of March, 1977.

NOTARY PUBLIC

My Commission Expires My Commission Expires Fob. 7, 195

#### BOOK 149 PLE 136

#### WARRANTY DEED

BUFORD E. HOOPER and RAMONA G. HOOPER, his wife ----- GRANTORS to:

N. SHELTON HAND, SR.

KATHERINE D. HAND, his wife ----- GRANTEES

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand, and for other, good and legal valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged by us, we, BUFORD E. HOOPER and RAMONA G. HOOPER, his wife, as GRANTORS to hereby make this deed and sell, convey and warrant unto N. SHELTON HAND, SR: and KATHERINE D. HAND, his wife, as joint tenants with the full right of survivorship and not as tenants in common, that land and property, with all improvements, lying and being situated in the County of Madison, State of Mississippi, being more particularly described as follows, to wit:

Lot Thirty (30), Meadow Dale Subdivision, Part Four (4), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5 at Page 25 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

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

In making this conveyance, all escrow accounts are hereby transferred by the GRANTORS to the GRANTEES and we do warrant that all said accounts are current and not in arrears for the payment of insurance and taxes.

GRANTORS warrant that the payment that is due and payable on March 1, 1977, has been paid and GRANTEES shall only be responsible for those monthly payments

94k

beginning with the payment that is due on April 1, 1977, and following,

\*GRANTEES do, by this deed, assume and agree to pay those payment that are due and payable under that certain deed of trust in favor of KIMBROUGH INVESTMENT COMPANY as the same is filed of record in the office of the Chancery Clerk in Madison County, State of Mississippi in the Courthouse in the City of Canton and found in DEED OF TRUST BOOK 408 at page 723 and being dated March 10, 1975.

The effective date of this deed and the effective date of transfer of possession of this sale and property will be and is March 1, 1977.

WITNESS OUR SIGNATURES on this the 26th day of February, 1977.

BUFØRD E. HOOPER, GRANTOR

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the above mentioned jurisdiction, the within named BUFORD E. HOOPER and RAMONA G. HOOPER, his wife, who acknowledged to me and before me that they and each of them signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned and for the purposes therein stated.

Given under my hand and official seal of office m the 26th day of February, 1977.

NOTARY PUBLIC

COMMISSION EXPIRES:

inthing said

F Mississippi, County of Madison: I, Billy V. Cooper, Clerk of the Chancary Court of said County, certify that the within instrument was filled for record in my office this 3 day of merch . 19 22 at 9:00 o'clocke M., and was duly recorded on the X day of Youck, 1977, Book No. 149 on Pago 136 Witness my hand and seal of office, this the Sof 7FB 84.

#### "WARRANTY DEED

BOOK 149 PAGE 138

946

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned LEVI JACKSON and wife, WILLIE LEE JACKSON, do hereby sell, convey, and warrant unto ELLA RUTH THOMPSON, a single woman, the following described property lying and being situated in the city of Canton, Madison County, Mississippi, to-wit:

A parcel of land fronting 65 feet on the north side of Lutz Avenue and being all of Lot 10 and 15 feet evenly off the west side of Lot 11, Hill Crest Subdivision, Canton, Madison County, Mississippi.

This conveyance is made subject to any and all easements and rights-of-way for public convenience and subject to the zoning ordinances of the City of Canton, Mississippi, and subject to any and all sales and reservations of oil, gas, and mineral rights.

Witness our signatures this the 100 day of March, 1977.

Sevi Gachsen

WILLIE LEE JACKSON

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named LEV! JACKSON and WILLIE LEE JACKSON, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as and fortheir act and deed.

GIVEN under my hand and seal of office, this the \_/\_ day of March, 1977.

· Qalling Gelener

My Commission Expires:

118/77

TATE OF MISSISSIPPI, County of Madison:

Witness my hand and seal of office, this the 8 of BILLY V. COOPER. Clark

By n. Wright

D. C.

QUITCLAIM DEED BUOK 149 PALE 139

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, ISAIC JACKSON, JR., do hereby convey and quitclaim unto SAMUEL JACKSON and ELLIS JACKSON, all of my estate, right; title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to wit:

> All that part of the SW 1/4 of Section 36, T9N, R2E, which lies south and east of U. S. Highway #51 and south and west of the West line of the Canton and Meltonville Road, containing 48.05 acres, more or less. LESS AND EXCEPT, all that part of the N 1/2 of the SW 1/4 of Section 36, T9N, R2E, which lies south and east of the I.C.R.R., and north and west of the right-of-way of U.S. Highway #51 and south and west of the west line of Old Canton and Meltonville Road, and a strip of land 2.5 chains in width uniformally off the north end of the last described tract and 2.66 acres to Madison County All that part of the N 1/2 of the SW 1/4 of Section 36, T9N, R2E, which lies south and east of U.S. Highway #51 and south and west of the west line of Old Canton and Meltonville Road.

As a further consideration hereof grantees agrees to assume the obligations of grantor under the deed of trust heretofore existing against the above described property which is evidence by the deed of trust filed for record in the Madison County Chancery Clerk's office and recorded in Deed of Trust Book at page

WITNESS my signature on this the the day of February,

Siac Journal Jackson, Cor

BOOK 149 PAGE 140 County of Madison Personally appeared before me, the undersigned authority in and for the jurisdiction above mentioned, ISAIC JACKSON JR., who acknowledged that he did sign and deliver the foregoing instrument on the date and for the purpose therein stated. Jackson, GIVEN under my hand and official seal this the day of February, 1977

My Commission Expires:

No Commission Expires May 24, 1980 Public My Gommission Expires STATE OF MISSISSIPPI, County of Madison: 1, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument , 19<u>22</u>, at //: 000'clock 2. M. was filled for record in my office this 3 day of much and was duly recorded on the day of 1, Book No. 249 on Page 139 '> in my office. Witness my hand and seal of office, this the .of\_\_^ ., D. C.

#### HINN 119 PAGE 141 QUIT CLAIM DEED

THES INDENTURE, made and entered into this 6
day of 1977, by and between DEXTER A.
BRANSCOME, III, and ANDREW G. BRANSCOME, parties of the first
part, and DEXTER A. BRANSCOME, III, and ANDREW G. BRANSCOME,
parties of the second part, as Tenants in Common;

WITNESSETH: That for and in consideration of \$1.00 cash in hand paid, and other good and valuable consideration, the parties of the first part do hereby convey and warrant unto the parties of the second part the following described property lying and being situated in Madison County, Mississippi, to-wit:

#### PARCEL I

The S1/2 NE1/4 and all the NW1/4 NE1/4 lying south and west of the old road in Section 4, Township 9 North, Range 3 East, containing 95 acres, more or less. LESS AND EXCEPT one-fourth (1/4) of the oil, gas and other minerals which interest was reserved by a former owner.

#### PARCEL II.

SW1/4 of SE1/4 and 15 acres off south end of NW1/4 of SE1/4 of Section 33, Township 10 North, Range 3 East, and 25 acres north of creek in NW1/4 NE1/4 of Section 4, Township 9 North, Range 3 East, Madison County, Mississippi.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said parties of the second part, their heirs, successors and assigns in fee simple forever.

The said parties of the first part do hereby convenant with the said parties of the second part that they are lawfully seized in fee of the aforedescribed real estate; that they have good right to deed and convey the same; and that the same is unencumbered.

That this deed is made for the purpose of changing the reference to the owners "as tenants by the entirety, with the right of survivorship and not as tenants in common", in warranty deed dated August 25, 1970, and recorded in Book 119, Page 661, in the Chancery Court Clerk's Office of Madison County, Mississippi, to designate the ownership of grantees as "tenants in common" and that this instrument does not consummate a sale of said realty described herein.

° 952

WITNESS our signatures, this the  $\underline{-6}$  day of STATE OF MISSISSIPPI COUNTY OF MADISON Personally appeared before me, the undersigned authority in and for said County and State, the within named DEXTER A. BRANSCOME, III, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as and for his act and deed. Given under my hand and seal of office, this the 6 NOTARY PUBLIC S - NOTARY PUBLIC Commission expires: STATE OF MISSISSIPPI COUNTY OF MADISON Personally appeared before me, the undersigned authority in and for said County and State, the within named ANDREW G: BRANSCOME, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as and for his act and deed. Given under my hand and seal of office, this the anuary 197 7. Commission expires: **EOF MISSISSIPPI, County of Madison:** il, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for record in my office this 3 day of March, 19 22 at 10:300 clock G.M. and was duly tecorded on the 8 day of March, 1927, Book No. 149 on Page 141 Witness my hand and seal of office, this the 8 פרבעוניין Wright

# a54

WARRANTY DEED

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 which is hereby acknowledged, we, WESS WILLIAMS and ELIZABETH WILLIAMS, husband and wife do hereby convey and warrant unto FRED JACKSON, JR. and JENNETTE W. JACKSON, husband and wife with right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

One (1) acre more or less in the shape of a square in the NW 1/4

of SW-1/4, Section 27, Township 10 North, Range 2 East and more particulary described as follows, to-wit:

The point of beginning of the land here described is 200 feet from where a field road that runs east and west intersects the black top road on the west side of the property here described and from said point of beginning run east along the north side of said field road 210 feet to a point, thence run north 210 feet to a point, thence run west parallel with said field road 210 feet to a point, thence run south 210 feet to the point of beginning and being in NW 1/4 of SW 1/4, Section 27, Township 10 North, Range 2 East and containing one (1) acre more or less.

Grantors agree to pay the 1977 ad valorem taxes.

WITNESS OUR SIGNATURES this 3 day of March, 1977.

Wess WILLIAMS

WESS WILLIAMS

ELIZABETH WILLIAMS

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state aforesaid, the within named WESS WILLIAMS AND ELIZABETH WILLIAMS who each acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their actuand deed.

GIVEN, ander my hand and official seal, this the 3 day of March, 1977.

BY: D.C

(SEAL)
MY COMMISSION EXPIRES: 1-7-80

STATE OF MISSISSIPPI, County of Madison:

was filled for record in my office this 3 day of 2000 1972, at 11:00 p'clock & M., and was duly recorded on the 8 day of 2000 1970 Book No. 1970 Page 153

Witness my hand and seal of office, this the 8 of BILLY V. COOPER, Clerk

D. C.

#### BUON 149 PAGE 144 MARRANTY DEED

INDEXES 955

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

Lot Eighty-Nine (89), Lakeland Estates Subdivision, Part 3, a subdivision according to a map or plat on file in the office of the Chancery Clerk of Madison County at Canton, Mississippi, as now recorded in Plat Book 4 at Page 28 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

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

It is understood and agreed that taxes for the current year have been prorated as of this date between the Grantors and the Grantees, and the Grantees, by the acceptance of this deed, agree to assume all ad valorem taxes assessed against the above described property for the year 1977 and subsequent years.

WITNESS OUR SIGNATURES this the 24th day of February, 1977.

TOHN BORERT HIMER

Sulpo Rami Wirei
SYLVIA RAINER ULMER

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, JOHN ROBERT ULMER and wife,

## BOOK 149 PAGE 145

SYLVIA RAINER ULMER, who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, as their own voluntary act and deed.

GIVEN under my hand and official seal of office, this the 24th day of February, 1977.

NOTARY PUBLIC

My Commission Expires:

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 3 day of mach, 1922, at 12:15 o'clock of my office.  In my office.	)ent
and was duly recorded on the 8 day of, 1972, at /2://5 o'clock	ient ient
und was duly recorded on the 'A day of the Aday of the	/25
in my office. 7 Book No. 9 on Page	.m., <u>V U</u>
yvinessimy hand and seal of office, this the 🛠 of 🗀 🗸 🗸	<del></del>
BILLY V. COOPER, Clerk  By  A  A  A  BY  BY  BY  BY  BY  BY  BY  B	
By n. Wredt D.	. C.

# BUCH 119 PAGE 145 GENERAL WARRANTY DEED

INDEXER

THE STATE OF MISSISSIPPI COUNTY OF MADISON

For and in consideration of the sum of \$16,000.00, receipt of payment of which is acknowledged, I, Ray F. Henderson do hereby sell, convey and warrant unto GASTON BARRETT, the following described land and property, situated in Madison County, Mississippi, to-wit:

A lot abutting the East right-of-way line of U. S. Highway #51, and situated partly in the Northwest quarter of Southwest quarter of Section 30, Township 9 North, Range 3 East, and partly in the Northeast quarter of Southeast quarter of Section 25, Township 9 North, Range 2 East, in Madison County, Mississippi, and particularly described as:

Beginning at a point on the West right-of-way line of U. S. Highway #51, which point is 80 feet at right angles to the center of the concrete slab on said highway, said point is where the line dividing the North half from the South half of said Section 30, intersects the said West right-ofway line, and run thence South 30 degrees 55 minutes West along said . right-of-way line 607 feet, thence South 59 degrees 05 minutes East, crossing said right-of-way at right angles, 160 feet to an iron stake on the East rightof-way line, the point of beginning of this lot, and run thence South 59 degrees 05 minutes East 125 feet to an iron stake, thence South 30 degrees 55 minutes West 150 feet to an iron stake; thence North 59 degrees O5 minutes West 125 feet to an iron stake on the East right-of-way line of said U. S. Highway #51, thence North 30 degrees 55 minutes East along said East right-of-way line 150 feet to the point of beginning.

Including all improvements situated thereon.

Grantee assumes payment of 1977 taxes on said property.

Said property is no part of the grantor's homestead.

Witness the signature of grantor this 340 day o

March, 1977.

PAV K HENDERSON

### BOOK 149 PAGE 149

(c) The power by appropriate written instruments to authorize attorneys-in-fact or agents to make conveyances or transfers on behalf of the Joint Venture of any real property or personal property of the Joint Venture, or any rights or interests of the Joint Venture in real or personal property;

(d) The power to acquire directly, or indirectly through nominees, joint ventures, partnerships and corporations, interests in land and real estate, developed and undeveloped, of every kind and description;

(e) The power to make investments in government obligations, bank certificates of deposit, short term debt securities, and short term commercial paper;

(f) The power to expend the capital and revenues of the Joint Venture in furtherance of the Joint Venture's business, including the leasing and purchase of personal property and the organization of and investment in corporations which will act as general partners of other partnerships and joint ventures;

(g) The power to construct, manage, operate and develop any Joint Venture property or instrument, and enter into, or authorize, from time to time, any person as the agent or attorney-in-fact of the Joint Venture or Developer, to enter into construction contracts and operating agreeements with others with respect to properties and investments acquired by the Joint Venture containing such terms, provisions and conditions as De-veloper, or such other person authorized by Developer as the agent or attorney-in-fact of the Joint Venture or Developer, shall approve and enter into; and (i) agreements and any and all documents and instruments customarily employed in the real estate industry in connection with the acquisition, construction, sale, lease (whether as lessee or lessor), financing, development and operation of real properties; (ii) agreements, commitments and any and all documents and instruments customarily employed in real estate financing; and (iii) all other instruments deemed by Developer to be necessary or appropriate to the proper operation of such properties and investments or to perform effectively and properly its duties or exercise its powers hereunder, including without limitation the authority described in subsection (h) below; 800H 149 RAGE 159

The power, on behalf of the (h) Joint Venture, to negotiate, enter into, complete, execute, acknowledge and deliver, and to authorize, from time to time, any person as the agent or attorney-in-fact of the Joint Venture or Developer, to negotiate, enter into, complete, execute, acknowledge and deliver, the following: (i) (i) all applications, maps, utility easements, covenants, conditions, restrictions, homeowner association agreements, declarations, dedications, deeds and other documents, relating to the zoning and rezoning, annexation, planning, site planning and subdivision of the real properties; (ii) contracts, orders, subdivision plans, bonds to governmental units to insure undertakings of the Joint Venture, and other undertakings for the construction of roads, utilities, landscaping, signs, drainage and related facilities and other improvements, and for surveying, architectural, engineering, design, legal and other professional services; (iii) restrictive agreements, including waivers and approvals thereunder, instruments conveying rights-of-way for public or private use or other easements, leases, options and any contracts or agreements calling for the same; and escrow agreements, instruments and deposits in connection with any of the foregoing; and (iv) documents relating to financing for real estate projects and Joint Venture operations;

- (i) The power to hire and supervise . all employees;
- (j) The power to conduct liaison with governmental agencies and public service corporations, as necessary, to proceed with and complete the development of real estate projects and to comply with all applicable laws, ordinances and regulations;
- (k) The power to maintain such insurance coverage or surety bonding as Developer may deem necessary or as may be required by any loan agreement, deed of trust, mortgage or other agreement binding upon the Joint Venture;
- (1) The power to direct and supervise construction activities and all other Joint Venture operations;
- (m) The power to administer purchasing, contracting, and accounting, including approval for payment of any invoices received for goods delivered and services rendered to the Joint Venture with respect to the real estate projects or other operations of the Joint Venture;
- (n) The power to direct and supervise a leasing program and a sales program of all buildings, houses, improvements and other facilities in real estate projects, including advertising and promotional activities incident to and necessary for such activities;

### BOOK 149 PAGE 151

- (o) The power to sell, lease, trade, exchange or otherwise dispose of all or any portion of Joint Venture property upon such terms and conditions and for such consideration as Developer may deem appropriate;
- (p) The power to open, maintain and close bank accounts and to draw checks, drafts, and other orders for the payment of money;
- (q) The power to borrow money from and to incur indebtedness to banks, other lending institutions and other lenders of all types for any Joint Venture purpose, and in connection therewith issue notes, debentures and other debt securities, including mortgages, vendor's liens, deeds of trust and other security instruments containing such security clauses, and rights of mortgagees and lien-holders to proceed by executory process, waiver of appraisement or replacement or otherwise, as may be customary with respect to the propert of the Joint Venture situated in any state, including without limitation, Louisiana, and grant any mortgage, encumbrance, pledge, hypothecation or other security device, and to prepay, in whole or in part, refinance, increase, modify, consolidate or extend any mortgage, encumbrance, pledge, hypothecation or other security device to secure repayment of borrowed sums; and no bank, other lending institution or other lender to which application is made for a loan by Developer shall be required to inquire as to the purposes for which such loan is sought, and as between the Joint Venture and such bank, other lending institutions or other lenders, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for authorized purposes;
- (r) The power to replace any mortgage, encumbrance, pledge, hypothecation or other security device, and prepay, in whole or in part, refinance, increase, modify, consolidate or extend any mortgage, encumbrance, pledge, hypothecation or other security device;
- (s) The power to enter into agreements and contracts with other parties and to give receipts, releases and discharges with respect to all of the foregoing and any matters incident thereto as Developer may deem advisable or appropriate;
- (t) The power to maintain, at the expense of the Joint Venture, records and accounts of all operations and expenditures and furnish the parties with annual statements

### BUOK 149 PAGE 152

of account as of the end of each Joint Venture fiscal year, together with tax reporting information and quarterly reports on the operations of the Joint Venture;

- (u) The power to employ, at the expense of the Joint Venture, such consultants, accountants, attorneys, brokers, engineers, surveyors, escrow agents and other professionals as Developer shall deem necessary or desirable;
- (v) The power to purchase, at the expense of the Joint Venture, liability and other insurance to protect the Joint Venture's properties and business and protect the employees of the Joint Venture and Developer, and officers and directors of either the Company or any partners of Developer, as Developer may deem necessary or desirable;
- (w) The power to make such elections under the tax laws of the United States, the several States and other relevant jurisdictions as to the treatment of items of Joint Venture income, gain, loss, deduction and credit, and as to all other relevant matters, as it believes necessary or desirable;
- (x) The power to bring, initiate, defend and settle judicial actions, suits or other proceedings; and
- (y) The power to lend money, and extend credit, including the issuance of guarantees, as may be necessary or incidental to the exercise of any other power provided for herein or to the business or purposes of the Joint Venture;

PROVIDED, HOWEVER, that such Attorney-in-Fact shall not have the authority to:

- (a) Do, or bind the Company or the Joint Venture with respect to any act which would make it impossible to carry on the ordinary business of the Joint Venture;
- (b) Confess, or bind the Company or the Joint Venture with respect to the confession of a judgment in excess of \$25,000 against the Joint Venture, except in connection with commercial transactions to the extent such transactions are governed by Louisiana law;
- (c) Possess Joint Venture property or assign the rights of the Joint Venture in specific property for other than a Joint Venture purpose, or bind the Company or the Joint Venture with respect to such possession or assignment of rights;

#### BUOK 119 PLU 153

- (d) Admit, or bind the Company or the Joint Venture with respect to, the admission of a person as a partner of the Joint Venture;
- (e) Continue, or bind the Company or the Joint Venture with respect to the continuation of, the business with Joint Venture property after the retirement or withdrawal of Developer from the Joint Venture;
- (f) Sell, pledge or otherwise dispose of, or bind the Company or the Joint Venture with respect to the sale, pledge, or other disposition of substantially all of the assets of the Joint Venture other than in the ordinary course of business; or
- (g) Withdraw the Company from the Joint Venture.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed this seal of the said NUCO SOUTHEAST CORPORATION this 1st day of February, 1977.

Assistant Secretary

I, JOY LEVIEN, Assistant Secretary of NUCOS SOUTHEAST CORPORATION, a Delaware corporation, hereby do certify that EARLE B. HENLEY, JR. has been duly elected and now holds the office of Assistant Secretary of the Corporation and that the signature set forth above is his true signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said NUCO SOUTHEAST CORPORATION this 1st day of February, 1977.

Assistant Secretary

BOOK 149 PAGE 154

STATE OF NEW YORK COUNTY OF NEW YORK UNITED STATES OF AMERICA

ss:

On this 1st day of February, 1977, before me personally came Joy Levien and Earle B. Henley, Jr., to me known, who being by me duly sworn, did depose and say that they reside at 333 East 79th Street, New York, New York, and 192 North Bedford Road, Chappaqua, New York, respectively, and that they both hold the office of Assistant Secretary 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 DUGAN

Notary Public, State of New York

Quality

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Commission

Kryin M DUGAN

Notary Funto

Mr 130, 12

Kryin M DUGAN

Notary Funto

Mr 1 New York

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Certificata 1. ed in New York County

Certificata 1. ed in New York County

Commission Expires March 20, 17, July

38.43394185

INDEXED 962

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, the undersigned does hereby sell, convey and warrant to the City of Ridgeland, Mississippi, a municipal corporation, an irrevocable and perpetual easement for the purpose of a sewer pump station site, gravity and pressure sewer mains, and water mains on and over the property owned by the undersigned said easements to be described as follows, and lying and being situated in Madison County, Mississippi, to-wit:

DESCRIPTION ATTACHED HERETO AND MARKED AS EXHIBITS "A"; "B", "C", AND "E" AND INCORPORATED HEREIN BY REFERENCE AS IF FULLY WRITTEN OUT HEREIN

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

It is further understood and agreed that the Grantee herein may, at any time in the future go upon said land for the purpose of maintaining, improving and reconstructing the above mentioned mains, pumping station, services and appurtenances and for the purpose of reading meters located thereon, if required.

The undersigned does hereby set over and convey unto the City of Ridgeland, Mississippi, a municipal corporation, all utilities now present on the existing easements described herein above to include but not limited to sewer pump station, water and sewer mains, and appurtenances, and in consideration therefor by receipt and recordation of this easement, the said City does hereby fully assume the responsibility for the maintenance and

### BOOK 149 PAGE 156

supervision of said utilities described herein above.

IN WITNESS WHEREOF the undersigned Grantor has caused this instrument to be duly executed, this the 24th day of Leavan, 1977.

MITCHELL HOMES, A Partnership

BY: NUCO SOUTHEAST CORPORATION, General Property

By Charles Boy 1 12 1/201

BY: THE MITCHELL COMPANY, Ceneral Partner

BY: ARMAY DEVELOPMENT CORPORATION

General Parther

Its Executive Vice President

BY: MARBIT INCORPORTED

General Martner

Its Executive Vice President

BY: LUCO DEVELOPMENT INCORPORATED

General/Parkner

Its President

BUOK 149 PAGE 157 STATE OF ALABAMA COUNTY OF MOBILE PERSONALLY APPEARED BEFORE ME, the understigned authority in and for the jurisdiction aforesaid, the within named w. A. Lybe, who acknowledged that he is the Anoney -in- fact of HUCO SOUTHEAST CORPORATION, a corporation, and that for and on behalf of said corporation and as its act and deed as General Partner of Mitchell: Homes, he signed, scaled and delivered the above and forced the day and war thereto. foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized so to do. CIVEN under my hand and official seal, this the 24 Minus day of *EBBRUAKY* , 1977. My Commission Expires: Llicender 13, 580 ALABAMA STATE OF COUNTY OF MOBILE PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named W.A. LUBEL, who acknowledged that he is the a corporation, and that for and on behalf of said corporation and as its act and deed as General Partner of The Mitchell Company, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized so to do. GIVEN under my hand and official seal, this the day of FENAUARY. My Commission Expires: STATE OF PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesald, the within named w.A. LUBEL, who acknowledged that he is the Executive view of MARBIT INCORPORATED, a corporation, and that for and on behalf of said corporation, and as its act and doed as General Partner of The Mitchell Company,

he signed, scaled and delivered the above and foregoing

# HOOH 149 PAGE 158

given under my hand and off	icial real,	this the	744
day of FERVARY, 1977.	•.	المنتنبة المستنب	OT 15:08
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	, 34 · .	,	A SAME IN THE PROPERTY OF
STATE OF ALABAMA			
	• •	***	
COUNTY OF MOBILE	•	• •	•
· · PERSONALLY APPEARED BEFORE	ME, the und	ersigned a	uthority.
an and can illa tunivatablen afor	essid. the	within nam	lea .
N. A. LUBEL , Who ac			
a composition and that for and	on behalf o	f said cor	poration ,
TORON AS food and and all as fond	al Partner	Of the pro	CHGTT
Company, he signed, sealed and d foregoing instrument of writing	on the day	e above an and vear t	Herein W.
mentioned, he having been first	duly author	Lzed so	00: " , 30%
· •		13H S SE	<b>₹</b> 7₩
GIVEN under my hand and off	icial seal,	this the	
day of FEIRUARY, 1977.		より情報	7. 3. 7. 5.
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TANTOM	PUBLIC PUBLIC	Chaling.	Marie Marie
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My Commission Expires:	PUBLIC	Children of the Control of the Contr	Millian Maria

### BUON 123 PAUE 159

Commence at the corner common to Sections 4 and 5, Township 6 North, Range 2 East, Hinds County, Mississippi, and Sections 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence north 90 degrees 00 minutes east for a distance of 145.8 feet to the point of beginning of the easement described as follows:

Continue thence north 90 degrees 00 minutes east for a distance of 50.0 feet to a point; run thonce north 00 dogrees 00 minutes east for a distance of 50.0 feet to a point; run thence south 90 degrees 00 minutes west for a distance of 20.2 (eet to a point; run thence north 13 degrees 35 minutes west for a distance of 379.3 feet to a point; run thence north 01 degrees 45 minutes west for a distance of 461.8 fast to a point on a curve having a central angle of 27 degrees 50 minutes and q radius of 230.013 feet; rum thence northwesterly along said curve to the right for an arc distance of 15.3 feet (chord bearing and distance north 80 degrees 54 minutes west 15.3 foot) to a point; run thence south 01 degrees 45 minutes east for a distance of 366.2 fact to a point; run thence south 13 degrees 35 minutes east for a distance of 377.2 feat to a point; run thence south 90 degrees 00 minutes west for a distance of 14.4 fact to a point; run thence south 00 degrees 00 minutes west for a distance of 7.0 feet to a point; run thence south 82 degrees 58 minutes west for a distance of 59.0 feet to a point; run thence south 28 degrees 02 minutes 15 seconds east for a distance of 15.9 feet to a point; run thence north 82 degrees 58 minutes east for a distance of 51.4 feet to a point; run thence south 00 degrees 00 minutes west for a distance of 28.0 feet to the point of beginning.

The above described essement is cituated in the Southwest Quarter (SWx) of the Southwest Quarter (SWx) of Section 33, Township 7 North, Range 2 East, Madison County, Hississippi.

Commence at the corner common to Sections 4 and 5, Township 6 North, Range 2
Rast, Hinds County, Mississippi, and Sections 32 and 33, Township 7 North, Range 2
Rast, Madison County, Mississippi, and run thence north 00 degrees 05 minutes west
and along the west live of said Section 33 for a distance of 838.7 feet to a point;
run thence south 89 degrees 51 minutes east for a distance of 1,102.6 feet to the
point of beginning of the casement described as follows:

Run thence north 56 degrees 35 minutes east for a distance of 349.5 feet to a point on the east line of a one hundred foot wide Missicsippi Power and Light Company eassement; run thence south 16 degrees 35 minutes west and along said east line of said easted as a distance of 15.6 feet; run thence south 56 degrees 35 minutes west for a distance of 322.5 feet to a point; run thence north 89 degrees 51 minutes west for a distance of 18.1 feet to the point of beginning.

The above described easement is situated in the South Half (S's) of the South-west Quarter (Sirk) of Section 33, Township 7 North, Range 2 Fast, Madison County, Hississippi.

Consence at the corner common to Sections 4 and 5, Township 6 North, Range 2 East, Minds County, Mississippi, and Sections 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence north 00 degrees 05 minutes west and along the west line of said Section 33 for a distance of 838.7 feet to a point; run thance couth 89 degrees 51 minutes east for a distance of 1,098.1 feet to the point of curvature of a curve having a ccutral angle of 16 degrees 33 minutes 30 seconds and a radius of 629.95 feet; said point also being the point of beginning of the easement described as follows:

Continue thence south 89 degrees 51 minutes east for a distance of 238.7 feat to a point on the east line of a one hundred foot wide Mississippi Power and Light Company canoment; run thence south 16 degrees 35 minutes west and along said east line of said easement for a distance of 10.4 feet; run thence north 89 degrees 51 minutes west for a distance of 164.0 feut to a point on said curve; continue thence northwesterly along said curve to the left for an arc distance of 72.5 feet (chord bearing and distance north 91 degrees 55 minutes west 72.4 feat) to the point of beginning.

The above described ensement is situated in the South Half (Sk) of the Southwest Quarter (Ska) of Section 33, Township 7 North, Range 2 Feat, Madison County, Mississippi, Commence at the corner common to Sections 4 and 5, Township 6 North, Runge 2
East, Hinds County, Mississippi, and Sections 32 and 33, Township 7 North, Range 2
East, Medison County, Mississippi, and run thence north 90 degrees 00 minutes east
for a distance of 195.8 feet to a point; run thence north 00 degrees 00 minutes east
for a distance of 22.0 feet to the point of beginning of the easement described so
follows:

Run thence south 90 degrees 00 minutes east for a distance of 753.7 feet to a point; run thence south 86 degrees 35 minutes east for a distance of 141.6 fact to a point on the east line of a one hundred foot wide Mississippi Power and Light Company comment; run thence north 16 degrees 35 minutes east and along said ensement for a distance of 15.4 feet to a point; run thence north 86 degrees 35 minutes west for a distance of 145.6 feet to a point; run thence north 90 degrees 00 minutes west for a distance of 754.2 feet to a point; run thence south 00 degrees 00 minutes west for a distance of 15.0 feet to the point of beginning.

The above described easement is situated in the Southwest Quarter (SWs) of the Southwest Quarter (SWs) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi.

STATE OF MISSISSIPPI, County of Madison:		
💘 📑 I, Billy V. Cooper, Clerk of the Chancery Cou	rt of said County, certify that the within instru	ment
was filled for record in my office this 3 day of and was duly recorded on the 3 day of 3 day of	imarch, 1977, at 4,300'clock (	3m.,
and was duly recorded on the a day of	, 19/1), Book No. Ac Oon Page 1	22
In my office. ) Witness my hand, and seal of office, this the		
* · · · · · · · · · · · · · · · · · · ·	BILLY V. COOPER, Clerk	
The same of the same	By h Wright	D. C.
All all and a second		

#### WARRANTY DEED

cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, MITCHELL HOMES, a partnership composed of Nuco Southeast Corporation and The Mitchell Company, a partnership composed of Armay Development Corporation, Marbit Incorporated and Luco Development Incorporated, Grantor, does hereby sell, convey and warrant unto Country Club Associates, a District of Columbia limited partnership, Grantee, the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

#### Parcel I

Commence at the corner common to Sections 4 and 5, Township 6 North, Range 2 East, Hinds County, Mississippi, and Sections 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence north 00 degrees 05 minutes west along the west line of said Section 33 for a distance of 872.5 feet to the point of beginning of the following described parcel of property:

Continue thence north 00 degrees 05 minutes west and along the west line of said Section 33 for a distance of 411.4 feet to a point on the south line of a fifty foot wide Mississippi Power and Light Company easement; run thence south 89 degrees 51 minutes east and along said south line of said easement for a distance of 664.7 feet to a point; run thence south 00 degrees 09 minutes west for a distance of 445.0 feet to a point; run thence north 89 degrees 51 minutes west for a distance of 557.2 feet to the point of tangency of a curve having a central angle of 27 degrees 50 minutes and a radius of 170.013 feet; continue thence northwesterly along said curve to the right for an arc distance of 82.6 feet (chord bearing and distance north 75 degrees 56 minutes west 81.8 feet) to the point of a curvature of said curve; run thence north 62 degrees 01 minutes west for a distance of 29.8 feet to the point of beginning.

The above described parcel of land is situated in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi and contains 6.8 acres, more or less.

# BOOK 149 PAGE 164

Commence at the Southwest Corner of Section 33,
Township 7 North, Range 2 East, Madison County;
Mississippi and run North, 1283.7 feet and East
664.3 feet to the Point of Beginning: Thence South
89 degress, 51 minutes East, 805.7 feet along a
fence; thence South 16 degrees, 35 minutes West
a distance of 503.7 feet to a point on the North
right-of-way line of Pine Knoll Drive; thence North
75 degrees, 45 minutes West 49.4 feet along said
right-of-way to the point of curvature of a curve
to the left having a radius of 629.95 feet and a
central angle of 16 degrees, 33 minutes, 30 seconds;
thence North 81 degrees, 34 minutes West, a distance
of 181.4 feet along the long chord of said curve to
the point of tangency of said curve; thence North
89 degrees, 51 minutes West, a distance of 435.7 feet
along said right-of-way; thence North 00 degrees, 09
minutes East, a distance of 445.0 feet to the point
of beginning. Containing 7.64 acres, more or less.

Together with all rights, ways, privileges, servitudes, interests, easements, improvements, tenements, hereditaments, appurtenances, and advantages thereunto belonging or pertaining.

With respect to Parcel.I, this conveyance and all warranties contained herein are subject to the following exceptions and matters:

- 1. State of Mississippi, County of Madison, ad valorem taxes for the year 1977.
- 2. Right-of-way and easement from F. P. Henderson and Emma B. Henderson to Mississippi Gas and Electric Corporation dated May 22, 1929, and recorded in Land Deed Book 7 at Page 93 in the office of the Chancery Clerk of Madison County, Mississippi.
- 3. Reservation by Mrs. L. A. Kile and Mrs. J. E. Richardson of a one-half (1/2) non-participating royalty interest in oil, gas and other minerals dated February 8, 1940, recorded in Book 127 and Page 347 in the office of the Chancery Clerk of Madison County, Mississippi.
- 4. Right-of-way and easement from W. W. Ford to Mississippi Power and Light Company dated April 18, 1951, and recorded in Book 50 at Page 383, as amended by release of right-of-way dated May 3, 1973, and recorded in Book 130 at Page 995 in the office of the Chancery Clerk of Madison County, Mississippi.

- 5. Mineral conveyance from Singer Housing Company, a Delaware corporation, doing business as The Mitchell Company, to Singer Mineral Company, a Delaware corporation, conveying all of the oil, gas and other mineral rights of whatsoever nature or kind owned by Singer Housing Company and situated more than 500 feet below the surface by instrument dated March 27, 1975, and recorded in Book 139 at Page 448 in the office of the Chancery Clerk of Madison County, Mississippi.
- 6. Deed of trust from Singer Housing Company, a Delaware corporation, to Robert J. Conrad, as trusted to secure The Prudential Insurance Company of America, a New Jersey corporation, in the original principal sum of \$1,400,000 dated March 18, 1975, and recorded in Book 408 at Page 920 in the office of the Chancery Clerk of Madison County, Mississippi; and a security interest held by The Prudential Insurance Company of America in certain personal property and fixtures located on the subject property.
- 7. Easement from Singer Housing Company to The Mitchell Company of the Southeast for a non-exclusive right-of-way and easement for pedestrian access, vehicular access and the routing of storm drainage on and across a strip which is approximately 41 feet evenly off the east end of the subject property dated September 29, 1975, and recorded in Book 142 at Page 751 in the office of the Chancery Clerk of Madison County, Mississippi.
- 8. Leases with tenants for the occupancy of the apartments located on the subject property.

With respect to Parcel II, this conveyance and all warrantics contained herein are subject to the following exceptions and matters:

- 1. State of Mississippi, County of Madison, ad valorem taxes for the year 1977.
- 2. Right of way and easement from F. P. Henderson and Emmia B. Henderson to Mississippi Gas and Electric Corporation dated May 22, 1929, and recorded in Land Deed Book 7, Page 93, in the office of the Chancery Clerk of Madison County, Mississippi.
- 3. Reservation by Mrs. L. A. Kile and Mrs. J. E. Richardson of one-half (1/2) non-participating royalty interest in all oil, gas and other minerals dated February 8, 1940, and recorded in Book 127, Page 347, in the office of the Chancery Clerk of Madison County, Mississippi.
- 4. Right of way and easement from W. W. Ford to Mississippi Power and Light Company dated April 18, 1951, and recorded in Book 50, Page 383, and amended by instrument dated May 3, 1973, and recorded in Book 130, Page 995, in the office of the Chancery Clork of Madison County, Mississippi.

### 149 put 166

5. Mineral deed from Singer Housing Company to Singer Mineral Company dated March 27, 1975, and recorded in Book 139, Page 448, in the office of the Chancery Clerk of Madison County, Mississippi.

Ten (10) foot sewer easement and ten (10) foot 

IN WITNESS WHEREOF, the undersigned Grantor has caused this instrument to be duly executed this the 24 day of 20-031 1977.

MITCHELL HOMES, a partnership

NUCO SOUTHEAST CORPORATION,

By: THE MITCHELL COMPANY, General Partner

By: ARMAY DEVELOPMENT

General Partner

MARBIT INCORPORATED

LUCO DEVELOPMENT INCORPORATED

STATE OF Alclana COUNTY OF Mobile

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named W.A. Luget , who acknowledged that he is the Attorney-in-Fact of NUCO SOUTHEAST CORPORATION, a corporation, and that for and on behalf of said corporation and as its act and deed as General Partner of Mitchell Homes, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized so to do.

GIVEN under my hand and official seal, this the day of

NOTARY PUBLIC

My Commission Expires:

Alexander 13 19.83

COUNTY OF Molili:

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named who have the jurisdiction aforesaid, the within named who have the jurisdiction aforesaid, the within named with the jurisdiction and acknowledged that he is the executive vice President of ARMAY DEVELOPMENT CORPORATION, a corporation, and that for and on behalf of said corporation and as its act and deed as General Partner of The Mitchell Company (with The Mitchell Company acting as General Partner of Mitchell Homes), he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized so to do.

GIVEN under my hand and official seal, this the day of

NOTARY PUBLIC

My Commission Expires:

Alexanderis 7980

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STATE OF Aldama:	٠,	< 1 ,	,	, *
COUNTY OF Mobile	•	•		•
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personally appeared Before in and for the jurisdiction afor the formula of the formula of the formula on the signed, scaled and delivered ment of writing on the day and been first duly authorized so to	resaid, the wiresaid, the wiresaid, the wiresaid acknowledged all more and corporation of the above and year therein more do.	thin named that he is to the corpor and as its ompany (with Mitchell Hoforegoing intioned, he	he ation, act The mes), nstru- having	
GIVEN under my hand and of	ficial seal, t	his the 246	day of	* , `
:	NOTARY PUBLIC	A THE		
My Commission Expires:				
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STATE OF Oldane:			1 ,	
COUNTY OF DOCL	•		• •	٠
PERSONALLY APPEARED BEFORE in and for the jurisdiction afor the jurisdiction afor the jurisdiction afor the LUCO DEVELOPMENT I that for and on behalf of said deed as General Partner of The Company acting as General Partnessealed and delivered the above on the day and year therein memorized so to do.	resaid, the wind acknowledged NCORPORATED, a corporation are Mitchell Compager of Mitchell and foregoing	thin named that he is a corporation of as its act any (with The Instrument of the in	the  n, and t and Mitchell signed, of writing	
GIVEN under my hand and of	fficial seal, (	رري. this the	day of	•
	. 🥎			
•	NOTARY PUBLIC	<u> </u>	47.42 10 85	
My Commission Expires:	•	**************************************		
Alexander 15, 1980		1. E.V.		
TATE OF MISSISSIPPI, County of Madison:			tible incomm	ient
TATE OF MISSISSIPPI, County of Madison:  1. Billy V. Gooper, Clerk of the Chancery County for record in my office this. 3. day	of Daceh	, certify that th	<b>4</b> !3%o'clockΘ	Ņ.,
as filled for record in my office this 3 day and was duly recorded on the 3 day of	nach. 19	72, Book No	44 on Page 44	エ
Witness my hand and seal of office, this the	8 of m	V. COOPER. Clay	, 19 <u></u>	
5/2SW4 33-7-2	Ву	Wardit	<u> </u>	. C.

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# HUUH 119 PAGE 169 QUITCLAIM DEED

with the

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, THE MITCHELL COMPANY OF THE SOUTHEAST, Grantor, does hereby remise, release, convey and forever quitclaim unto COUNTRY CLUB ASSOCIATES, A DISTRICT OF COLUMBIA LIMITED PARTNERSHIP, Grantee, all of its estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Commence at the corner common to Sections
4 and 5, Township 6 North, Range 2 East,
Hinds County; Mississippi, and Sections
32 and 33, Township 7 North, Range 2 East,
Madison County, Mississippi, and run thence
north 00 degrees 05 minutes west along the
west line of said Section 33 for a distance
of 1,283.9 feet to a point on the south line
of a fifty foot wide Mississippi Power and
Light Company easement; run thence south 89
degrees 51 minutes East and along said south
line of said easement for a distance of 623.7
feet to the point of beginning of the following
described property: Continue thence south 89
degrees 51 minutes east for a distance of 41.0
feet; run thence south 00 degrees 09 minutes
west for a distance of 445.0 feet to a point;
run thence north 89 degrees 51 minutes west
for a distance of 41 feet to a point; run thence
north 00 degrees 09 minutes east a distance of
445.0 feet to the point of beginning

It is the intention of the Grantor herein to convey to the Grantee herein any and all interest or interests acquired by The Mitchell Company of the Southeast by easement dated the 29th day of September 1975 and recorded in Deed Book 142 at page 751 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the 247H day of February,

THE MITCHELL COMPANY OF THE SOUTHE

EXECUTIVE

VICE PRESIDENT

ASSISTANT SECRETARY

	in and for the jurisdiction above mentioned, W.A.
	LUBEL and STILLMAN B. KNIGH
	who acknowledged to me that they are the EXECUTIVE VICE
	PRESIDENT and ASSISTANT SECRETARY
	respectively of/MITCHELL COMPANY OF THE SOUTHEAST, a
,-	
	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
	day of FERVARY 1977.
	Bulara V. Vickards &
	Notary Public
•	(SEAL)
	MY COMMISSION EXPIRES:
	Mesenter 13, 1980
TE C	FMISSISSIPPI, County of Madison:
Bill	y V. Cooper, Clerk of the Chancery Court of said County, certify that the within instru
i fille I was	od for record in my office this 3 day of march, 1977, at 4:3% clock ( a duly recorded on the 3 day of march, 1977, Book No./49 on Page 2
ny of	ss my hand and seal of office, this the 8 of Sach 1927.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the assumption by and agreement of the Grantees herein to pay when and as due the balance of the indebtedness now owing to Unifirst, which said indebtedness is secured by a deed of trust covering the hereinafter described property, I, ROY F. BAGGETT, JR., do hereby sell, convey, and warrant unto BENNY MAX MARNEY and wife, DANA DAMRON MARNEY, as joint tenants with full right of survivorship and not as tenants in common, the property situated in Madison County, Mississippi, and described as follows, to-wit:

Lot 88, Country Club Woods Subdivision, Madison County, Mississippi, according to a map or plat on file in the office of the Chancery Clerk of said county, in Plat Book 5, at Page 65, reference to which map or plat is hereby made in aid of this description.

This conveyance is subject to all prior severances of oil, gas and minerals on, in and under said lot, to any protective covenants applying thereto, and to all existing public utility easements and rights of way, and to the 1977 ad valorem taxes, which the Grantees shall pay, but for the same consideration, the Grantor hereby conveys to the Grantees all of his right, title and interest in and to all escrow funds now on deposit in connection with said abovementioned indebtedness, and to the unexpired portion of the hazard insurance policy now in force covering the residence on said premises.

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

Roy F. BAGGETT. ARI

STATE OF MISSISSIPPI COUNTY OF RANKIN

Personally appeared before me. the undersigned authority in and for the said county and state, the within named ROY F. BAGGETT, JR., who acknowledged that he signed and delivered the foregoing Warranty Deed at the time and for the purposes therein named.

GIVEN TYPER MY HAND AND SEAL OF OFFICE, this the day of

MA . COMMISE 10W EXEL BEST

The same of the sa

Witness my hand and seal of office, this the Sof BILLY V. COOPER, Clerk

D. C

#### WARRANTY DEED BOOK 149 ME 172

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned, LEWIS L. CULLEY, JR. and wife, BETHANY W. CULLEY, do hereby sell, convey and warrant unto BILL LAWRENCE, INC. the following described land and property, lying and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Lot 12, Natchez Trace Village, Part 3, Madison County, Mississippi, according to the plat which is attached hereto as Exhibit "A" and made a part hereof as though fully copied herein in words and figures, and being particularly described by metes and bounds as follows, to-wit:

Commence at the northwest corner of said Section 22 and run east 3231.83 feet; run thence south 2387.27 feet to an iron bar on the southern right of way line of Pawnee Way and the point of beginning for the property herein described; run thence south 80 degrees 38 minutes east along the said southern right of way line 155.77 feet to an iron bar; leaving said southern right of way line, run thence south 05 degrees 43 minutes east 217.76 feet to an iron bar in an old fence line, run thence south 89 degrees 10 minutes west along said old fence line 140.10 feet to an iron bar; leaving said old fence line, run thence north 08 degrees 13 minutes west 246.61 feet to the point of beginning; being situated in the N½ of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi.

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

The warranty of this conveyance is further subject to the prior severance of one-half of the oil, gas and other minerals by predecessors in title.

Grantors herein reserve unto themselves an undivided onefourth interest in and to all of the oil, gas and other minerals.

Grantee and its successors in title agree with the grantors and their successors in title that should the grantors, in their absolute discretion, determine to install a sewer system, the grantee will pay its pro rata share of the costs of said sewer system.

INDEXEL

300

BOOK 149 PLEE 73

The ad valorém taxes for the year 1977 are to be pro rated as of the date of this conveyance.

WITNESS our signatures, this the 1st day of March, 1977.

LEWIS L. CULLEY,

BETHANY W. CULLEY

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

Given under my hand and seal of office, this the lst day of March, 1977.

NOTARY PUBLIC

My commission expires: My Commission Expires Jan. 28, 1981

BOOK 149 PAGE 171 . ELOT/323188 PAUNEE WAY 7-8 80° 38' E · 155,77: Exerner FOR ROADWAY FURPOSE O77 ACRES 5 89' 10' W · 140.10' COLD FENCE LINE

PLAT OF "SURVEY

LEWIS CULLEY

SITUATED IN SECTION 22, TTN-RZE, MADISON COUNTY, MISSISSIPPI

CASE LASSOCIATES, INC.

REGISTERED LAND SURVEYORS

JACKSON, MISS. SCALE 1" 50" DEC. 20, 107

REGISTERED LAND SURVEYOR LS-1496

Exhibit "A"

## PROTECTIVE COVENANTS AFFECTING NATCHEZ TRACE VILLAGE

- 1. The property conveyed herein shall be known and described as residential property and no structure shall be erected, placed, altered, or permitted to remain on said lot other than a residential building meeting the specifications and requirements hereinafter set out; however, nothing herein contained shall be construed in such a way as to prohibit the continued use and maintenance of a water well or pumping system to be installed in and around the property, provided the operation of said wells and water system over and across any of the property does not interfere with the construction of homes on any of the lots.
- 2. No dwelling house shall be constructed on the said let having an area of less than 1,800 square feet of living area for a one story house, nor having less than 1,200 square feet of living on the lower floor of a one and one half or a two story house.
- 3. No noxious or offensive activities shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 4. No type structure shall be erected on any of the lots in sald subdivision without prior submission of the plans and spelfications to the Board of Governors of Natchez Trace Village, hereinafter provided for, and approval of such structure must hereinafter be obtained from the said Board of Governors prior to construction.
- 5. No changes or alterations shall be made after the original construction of the structure on a lot until such plans and specifications for the alterations have been submitted to, and approved, in writing, by the Board of Governors of Natchez Trace Village as said Board is hereinafter set out.
- 6. The owner of the property shall keep the grass on said property neatly cut and shall keep the property free of weeds, litter and rubbish of all kinds.
- 7. All septic tanks shall be installed in accordance with the requirements of the Mississippi State Board of Health and shall not be put in use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.
  - 8. No trailer, other than a boat trailer, shall be placed or maintained on said property,
- 9. This property may not be resubdivided; however, nothing herein contained shall prevent the owner of two (2) adjoining lots from treating the combined area of the two (2) lots as one (1) build ng lot, in which event the set back line for building purposes shall be construed and interpreted to apply to the outside lines of the two (2) combined lots and not to the line which is common to both lots.
- 10. No dwelling shall be located on any residential lot nearer than 50 feet to the front lot line, nor nearer than 25 feet to any side lot line.
- 11. It is understood and agreed that the land conveyed herein shall be bound by the rules and regulations formulated by the Board of Governors of Natchez Trace Village, which Board of Governors shall consist of Lewis L. Culley, Jr., Gus Noble and Lewis L. Culley, Sr., and Lewis L. Culley, Jr., Gus Noble and Lewis L. Culley, Sr., shall serve as members of the said Board of Governors until such time as ten (10) homes in an area to be known as Natchez Trace Village shall be constructed and occupied by permanent residents. In the event the said Lewis L. Culley, Jr., Gus Noble or Lewis L Culley, Sr., shall die while serving as members of the Board of Governors, then the other members of the Board of Governors shall appoint another person to serve as a member of said other member shall serve for a term of office to be determined by the original members of the Board of Governors. In the event all of the original Board of Governors shall die while serving as a member of the Board of Governors, the owners of the remaining property in Natchez Trace Village shall meet at a time and place to be determined by the owner of the majority of the property and three members shall be elected to serve until such time as ten (10) homes are constructed and actually occupied by permanent residents. When ten (10) homes are actually constructed and occupied by permanent residents, then, on the second Monday of each May thereafter there shall be held a meeting of the then owners of the various lots of the said subdivision, which meeting is to be held at 7:00 o'clock P M., at a place to be designated in a written notice posted at the main entrance to the property, which said meeting shall be for the purpose of electing members to the Board of Governors. An owner shall have the right to cast one (1) vote for each lot owned in the subdivision and said vote may be either in person or by proxy. If a lot has more than one owner, said owners shall be entitled to only one (1) vote. Any member of the Board shall be elected by a majority of the lq
- 12. The Board of Governors may make such rules and regulations affecting the use of the subject property as they so desire, said rules and regulations to include, but are not limited to the following:
- (a) Any structure for mooring boats to be erected shall be first submitted to the Board of Governors with complete plans and specifications, which specifications shall require construction of treated lumber and said structure must be approved by the Board of Governors as to the width, height, location, design and specifications of any structure. No structure of wood shall be creeted that is not neatly painted with two (2) coats of paint. No piers or any other structure shall be erected or shall extend into the lake abutting the property, said lake being known as the Natchez Trace Village Lake.
- (b) With the permission of the Board of Governors lot owners may permit guests to maintain boats on their property, provided that such privileges do not interfere with the other property owners rights and privileges; however, no boat of any kind owned by any person other than the owner of the lot in the hereinabove described land shall be allowed to be moored or maintained in any adjacent water on a permanent basis.
- (c) The owner of each lot except the owner of Natchez Trace Village shall annually pay a maintenance charge for the purpose of creating a fund to be known as the "Natchez Trace Maintenance Fund". The amount of the annual charge may be fixed by the Board of Governors but, in no event, shall exceed Fifty Dollars and 00/100 (\$50 00) per year, per lot. The purpose of the maintenance fund, among other things, may include but is not limited to the upkeep of public right-of-ways, insect control, employment of a watchman, repair and maintenance of any facility designed for the benefit of the property owners in the subdivision and the payment of any taxes on any facility which provides for the general benefit of the lot owners.

13

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

Block 1/9 are 176

egutations in the opinion of the Bosta of

- property and shall contribute to the safety and beauty of the property.

  13. All homes shall be for the purposes of single family residential dwellings, and no dwelling shall ever be financed in any manner or mortgaged to any lender which is guaranteed by the Federal Housing Administration, the Veterans Administration or any other institution whose loan would be insured by the United States of America or its agents.
- 14 The owner of the lot conveyed herein shall have the perpetual right to use the entire lake known as Natchez Trace Village Lake, and the owners of lots abutting on the lake shall use their lot as a means of ingress and egress to said take. of lots which do not abut the lake, said owner shall be provided, along with other owners of lots not abutting the lake, with a common means of ingress and egress to the lake
  - 15. All homes constructed on corner lots must face the point of intersection of the two streets abutting said lot.
  - 16. No entrance to any garage or carport shall face the street which abuts said lot.
  - 17. Enforcement shall be by proceedings at law or in equity against any person violating, or attempting to violate any covenant.
- 18. Invalidation of any of these covenants by judgment or court order shall, in no wise, affect any of the other provisions which shall remain in full force and effect.
- 19. These covenants shall run with the land and shall be binding on all persons for a period of twenty-five (25) years from the date of this instrument, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by two-thirds (2/3) of the then owners of the lots in Natchez Trace Village has been recorded, agreeing to the change in said covenants in whole or in part, or to revoke the covenants entirely

Exhibit "B" is in I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument STATE OF MISSISSIPPI, County of Madison: was filled for record in my office this 4 day of March 19 17 at 9.00 clock M., and was duly recorded on the 0 day of march 1927, Book No. 147 on Page 172 in my office. . Witness my hand and seal of office, this the

STATE OF MISSISSIPPI COUNTY OF MADISON

HOOK 149 PAGE 173

# INDEXED 386

#### WARRANTY DEED

In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, we, HERMAN JOHNSON and wife MAUDIE JOHNSON, do hereby convey and warrant unto ROY WARRELL and DALE WARRELL as tenants by the entirety with the right of survivorship and not as tenants in common, the following described land lying and being situated in Madison County, Mississippi, to-wit:

To get to the point of beginning, start at Natchez Trace Parkway Monument No. P-269, said monument being located approximately at the northeast corner of the intersection of Mississippi Highway No. 43 and Robinson Road, Section 22, Township 8 North, Range 3 East; thence proceed south 54°36' west, 2.5 feet; thence north 37°47' west, 347.9 feet; thence north 54°11' east, 792.8 feet; thence north 35°49 west, 695.0 feet; thence south 89°32' west, 800.0 feet to the point of beginning; thence north 08°28' west 210.8 feet; thence south 89°15' west, 100.0 feet, thence south 00°28' east, 210.3 feet; thence north 89°32' west, 100.0 feet to the point of beginning; in Section 22, Township 8 North, Range 3 East, Madison County, Mississippi.

This deed shall in no wise affect the validity of a deed of trust of even date, executed by grantees to secure grantors herein.

This conveyance is made subject to prior conveyances or reservations of oil, gas and other minerals in, on and under said land, appearing of record in the office of the Chancery Clerk, Madison County, Mississippi.

Witness our signatures, this March 3, 1977.

Herman Johnson

Maudit Jahusen

Maudie Johnson

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named HERMAN JOHNSON and wife MAUDIE DOHNSON, 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 March 3, 1977.

My commission expires: August 18, 1979

Notary Public

STATE OF MISSISSIPPI, County of Madison:

Witness my hand and seal of office; this the 8 of M.C. Clark, 192

D.C.

## BUOH 149 PAGE 173

### WARRANTY DEED

THDEXED 950

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 MING FANG CHANG and wife, SUH-YU CHANG, do hereby sell, convey and warrant unto NORMAN P. FICK and wife, HELENE S. FICK, as joint tenants with full rights of survivorship, and not as tenants in common, the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

A tract or parcel of land containing 6.7 acres, more or less, situated in the S½ of NW½ of Section 3, Township 7 North, Range 1 East, Madison County, Mississippi, more particularly described as: Beginning at the southeast corner of the SW½ of NW½ of said Section 3 and run thence west along the south line of said SW½ of NW½ for 161.7 feet to a stake, thence run North parallel to the east line of said SW½ of NW½ for 726.0 feet to a stake, thence run east for 161.7 feet to a stake, thence run north for 125 feet to the center line of what is known as the Robinson Road, thence run east along the center line of said road for 178 feet to a stake, then run south 0 degrees 29 minutes West for 848.0 feet to a stake on the south line of the SE½ of NW½ of said Section 3 that is 205 feet east of the point of beginning, then run west along the south line of said SE½ of NW½ for 205 feet to the point of beginning.

Taxes for the above described property are prorated as of this date.

THIS CONVEYANCE is subject to any and all recorded building restrictions, rights of way, easements and mineral reservations applicable to the above described property.

WITNESS OUR SIGNATURES, this the /s/ day of March, 1977.

Ming Fland Chang

Sul Mu Chaig

SUH-YU CHANG

BOOK 149 PAGE 179

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the above jurisdiction, the within named MING FANG CHANG and wife, SUH-YU CHANG, who acknowledged that they 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 \_\_\_\_\_\_ day of March, 1977.

NOTARY PUBLIC

My Commission Expires:

'My Condition Expires Nov. 15, 19

ک و	
•	STATE OF MISSISSIPPI, County of Madison:
Αí	Tilly V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument
•	was filled for record in my office this 4 day of March, 1927, at 10.75 o'clock a. M., and was duly recorded on the 0 day of March, 1977, Book No. 149 on Page 129
* •	and was duly recorded on the 2 day of 200 March 1977 Book No. 149 on Page 129
	m wy omces, 5.
٠	"• Witness my hand and seal of office, this the of of mark 19/1.
1	BILLY V. COOPER, Clerk
	By N. Was glade, D. C.
X. (	

INDEXEU

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS Dorothy'S. Richardson · and Larry Richardson his wife, as tenants by the entireties with full rights of survivorship and not as Twelve Thousand: Three Hundred and no/100tenants in common, for the sum of \_ the receipt of which is hereby acknowledged, all interest in the following described real estate situated in the County of Madison , State of Mississippi, to-wit:

Lot 1, Block "BB", Magnolia Heights Subdivision, Part 4, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, MS in Plat Book 5 at Page 23.

All oil; gas and other minerals on or under the described property.
All easements affecting the described property for installation and
maintenance of sewer lines as shown on Plat of Magnolia Heights Sub.,
Part 4 in Plat Book 5 at Page 23.

The conditions and reservations contained in a certain deed dated December 5, 1949, recorded in Book 45, Page 8; and that deed dated July 14, 1950, recorded in Book 47, Page 345 of the records of Madison County, MS.

(4) That certain lien of Persimmon-Burnt corn Water Management District

recorded in Minute Book 37, Page 524 of Madison County, MS records.

The Madison County Zoning and Subdivision Ordinance adopted April 6 1964, recorded in Supervisor's Minute Book AD at Page 266.

(6) Rights of way of Mississippi Power and Light Company of record in Book 45, Page 246, Book 44, Page 68; Book 43, Page 400 of the Madison County, MS records.

~ S. . ) . ] ]

This deed is executed and delivered pursuant to the provisions of contract for sale and the authority set forth in 7 CFR 1800.22.

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<b>`~</b> M	y Commission Expir	es:		• •	*
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	June 26, 1977	* ,			×t *

#### WARRANTY DEED

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 $\mathfrak{S}_{\mathfrak{P}_{\widetilde{\mathcal{A}}}}$ 

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., a Mississippi corporation, Grantor, does hereby convey and forever warrant unto FRANCIS PATRICK JEROME, III and wife, KAY S. JEROME, as joint tenants with full right of survivorship and not as tenants in common, Grantees, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

From the intersection of the east line of
North Madison Street with the north line of
East Center Street run then east along the
north line of east Center Street for 185 feet
to the point of beginning; from said point of
beginning run thence north for 186.6 feet to a
point; thence east for 65 feet to a point; thence
south for 190.8 feet to a point on the north
line of East Center Street; thence west on the
north line of East Center Street for 65 feet to the
point of beginning, and further described as
Lots 9 and 10 and fifteen (15) feet off the
east side of Lot 8, in Block 2 of Center Terrace
an addition to the City of Canton, Mississippi.

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

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1977 which shall be assumed and paid by the Grantees herein.
  - 2. City of Canton Zoning Ordinance, as amended.
- 3. Any prior reservations, conveyances, or exceptions of interest in oil, gas or other minerals lying in, on or under the subject property by prior grantors or parties in interest of record in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the 282 day of February, 1977.

CLARIDGE AND ASSOCIATES, INC.

BY: G. M. Case, President

V Lines City

. R. Montgomery

Secretary-Treasurer

STATE OF MISSISSIPPI

COUNTY OF MADISON

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BUOK 149 PAGE 183

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.

day of February, 1977.

SEAL) SALVE ID 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 4 day of 1922, at 10.20 o'clock 2. M., and was duly recorded on the 2 day of 2. Book No. 2. On Page 2. In my office.

Witness my hand and seal of office, this the 3 of BILLY V. COOPER, Clerk

By C. C. D. C.

## Book 149 page 184

#### WARRANTY DEED

99<sub>7</sub>

For a valuable consideration not necessary here to mention, cash in hand paid to grantors by the grantee herein, the receipt and sufficiency of which are hereby acknowledged, we, TOM J. FLETCHER (a/k/a T. J. Fletcher, Jr.), individually; and LOUISE FLETCHER TROUTMAN, SUSAN FLETCHER PHILLIPS, CHARLOTTE ANN FLETCHER, JO ELLEN FLETCHER HERNDON, MICHAEL FLETCHER, and MRS. RUTH FLETCHER, each acting by and through their attorney-in-fact, namely, Tom J. Fletcher (a/k/a T. J. Fletcher, Jr.), do hereby convey and warrant unto KATHERINE P. LEDDY, subject to the terms and provisions hereof, that real estate 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.

This conveyance is executed subject to:

- (1) Such matters or facts as would be revealed by an accurate survey and suspection of the premises.
  - (2) Zoning Ordinances of the City of Canton, Mississippi.
  - (3) Ad valorem taxes for the year 1977 which the grantee assumes and agrees to pay by the acceptance of this conveyance.

The above described property is no part of the homestead property of any of the grantors herein.

The undersigned attorney-in-fact executes this instrument as such attorney in fact under authority of a "Power of Attorney" executed by each of said parties and which instruments are now of record in the Chancery Clerk's Office for Madison County, Mississippi.

WITNESS our signatures this 9th day of February, 1977.

Tom J. Fletcher

(a/k/a T. J. Fletcher, Jr.)

LOUISE FLETCHER TROUTMAN; SUSAN FLETCHER PHILLIPS; CHARLOTTE ANN FLETCHER; JO ELLFN FLETCHER HERNDON; MICHAEL FLETCHER; and

✓. BY: \(\frac{1}{2}\) \(\frac{1}\) \(\frac{1}{2}\) \(\frac{1}\) \(\frac{1}2\) \(\frac{1}\) \(\frac{1}\) \(\frac{1}2\) \(\fra

MRS. RUTH FLETCHER

(a/k/a T. J. Fletcher, Jr.)

THEIR ATTORNEY-IN-FACT

STATES OF NORTH CAROLINA
COUNTY. OF MED MIEN BIERRY

\*Hour 149 MG 185

Personally appeared before me, a Notary Public in and for said County and State, the within named TOM J. FLETCHER (a/k/a T. J. Fletcher, Jr.) who acknowledged that he signed and delivered the foregoing instrument individually and as Attorney-in-Fact for Louise Fletcher Troutman, Susan Fletcher Phillips, Charlotte Ann Fletcher, Jo Ellen Fletcher Herndon, Michael Fletcher, and Mrs. Ruth Fletcher as his act and deed individually and as Attorney-inFact for the aforesaid parties and for and on behalf o said parties and as the act and deed of said parties, being duly authorized so to do.

Given under my hand and official seal this 91/ day of February, 1977.

OTARY

(SEAL)

modulation expires: //// 2, /95/

BILLY V. COOPER, Clerk

By County

## BOUN 119 ME 185

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00)
Dollars, cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, WARDELL THOMAS, do hereby sell, convey and warrant unto JOHNNIE PEARL WARREN, the following property, lying and being situated in the City of Canton, Madison County, Mississippi, and more particularly described as follows, to-wit:

Lot 1 Northwood Heights Subdivision of the City of Canton, Mississippi, according to the revised Plat of said subdivision which appears of record in Plat Book 3 at Page 64, of the records in the office of the Chancery Clerk of Madison County, Mississippi.

#### SUBJECT to:

- 1. 1977 Ad Valorem Taxes for City of Canton,
  Madison County, Mississippi, not yet due and payable, but which
  constitute a lien.
- 2. The Subdivision Covenants as stated in Book 226 at Page 339, of the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 3. Zoning Ordinances and Subdivision Regulations of the City of Canton, Madison County, Mississippi.

WITNESS MY SIGNATURE, this the Hydray of March, 1977.

WARDELL THOMAS

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, in and for the jurisdiction aforesaid, the within named, Wardell Thomas, who, acknowledged to me that he signed and above and foregoing instrument of writing on the day and year therein mentioned as his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEXU, this the #th day of March, 1977.

March, 1977.

My Commission Expires:

STATE OF MISSISSIPPI; County of Madison:

. 120 · 120 · 120 · 1

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 Y day of \_\_\_\_\_\_\_, 1922, at 4/50'clock? M., and was duly recorded on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 1922, Book No. 145 on Page 186. In my office,

Witness my fland and seal of office, this the good of DULLY COOPER Clark.

By n: Wright.

D. C.

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, EVELYN T. MASON, do hereby convey and quitclaim unto JAMES LAMAR MASON, all of my right, title and interest in and to 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 75 feet on the north side of Barfield Street and being 175 feet evenly off the south end of Lots 34, 35, & 36, Block 8, CENTER TERRACE ADDITION to the City of Canton, Madison County, Mississippi, according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book I at Page 33, reference to which is hereby made in aid and as a part of this description.

WITNESS MY, SIGNATURE this the 28 day of February, 1977.

Evelyn T. Mason

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, EVELYN T. MASON, who acknowledged to me that she did sign and deliver the foregoing instrument on the date and for the purpose therein stated.

GIVEN UNDER MY HAND and official seal on this the day of GEALI.

Notary Public

MY COMMISSION EXPIRES:

Ly Commission Expires Dec. 8, 19/8

11/002

## mun 149 Ma 188

#### SPECIAL WARRANTY DEED

For and in consideration of the sum of Tem 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 EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation, does hereby sell, convey and warrant specially unto HOWARD GREER and wife, KATHRYN R. GREER, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Lot 190, Natchez Trace Village, Madison County, Mississippi, being more particularly described by metes and bounds as follows, to-wit:

Commencing at the Northwest corner of the Northeast Quarter, of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi; run thence East 840.0 feet; thence South 1466.9 feet to a point on the Southerly boundary line of Cheyenne Lane (40°), said point being the point of beginning of the land herein described; run thence North 65° 50° West 130.0 feet along the Southerly boundary line of said Cheyenne Lane; run thence South 16° 41° West 226.9 feet to a point on the Northerly boundary line of said Cheyenne Lane; run thence South 76° 03° East 130.0 feet along the Northerly boundary line of said Cheyenne Lane; run thence North 16° 26° East 203.7 feet back to the point of beginning, said land herein described being located in the Southwest Quarter of the Northeast Quarter of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi, and containing 0.64 acres, more or loss.

Being the same property conveyed to Grantor by dead from William B. Carter, Jr., and wife, Linda J. Carter, by deed dated October 13, 1976, recorded in Book 147 at page 448 of the records of Madison County, Mississippi.

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 22, 1974, in favor of Unifirst Federal Savings & Loan Association, as the original mortgagee, recorded in Book 406 at page 852 of the mortgage records of said county.

This conveyance and the warranty herein contained is made subject to prior reservations of three-fourths (3/4) of all the oil, gas and other minerals in, on and under the above described property, the same being

## BLUM 149 PAR 189

reserved in deeds in Book 31 at page 22 and Book 98 at page 433, and those cortain restrictive covenants appearing in Book 98 at page 433 of the records in the office of the Chancery Clerk of said county.

For the same consideration above recited, grantor hereby transfers and assigns unto the grantees all escrow funds held by the present owner of the aforementioned deed of trust.

It is further agreed and understood between the parties hereto that the ad valorem taxes due for the current year have been prorated between the parties, and the grantees assume payment of said taxes for said year.

And the grantor covenants and agrees to and with grantees, that grantor has not done or suffered to be done anything whereby the above described property is or may be in any manner encumbered or charged, and that the grantor will warrant and defend the above described property against all persons lawfully claiming or to claim the same by, through or under the grantor.

Witness the signature of The Equitable Life Assurance Society of the United States, acting by and through its duly authorized officers, on this the <u>25th</u> day of <u>February</u>, 1977.

THE EQUITABLE LIFE ASSURANCE SOCIETY.
OF THE UNITED STATES

ATTEST:

Jenry S. Faircloth, Asst. Vice President

Helen C. Patrick, Assistant Secretary

STATE OF NEW YORK

COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority in and for the jurisdiction afcresaid, Henry S. Faircloth

## RUCH 149 PARE 190

and Helen C. Patrick the Assistant Vice President
and Assistant Secretary , respectively, of The Equitable
Life Assurance Society of the United States, a New York corporation, who
acknowledged that as such officers, they signed and delivered the within
and foregoing instrument on the day and year therein mentioned as the act
and dead of said corporation, being fully authorized so to do.
Given under my hand and official seal of office, this the 25th
day of February , 1977.
Hotary/Public
MOTATY PUBLIC, State of How York  100, 400, 1886
Hy Commission Expires: Outlifed in Careta County-
March 30, 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 filled for record in my office this 7 day of March 1977, at 7.00 o'clock & M., and was duly recorded on the 8 day of March 1977, Book No/47 on Page/88 in my office.

Witness my hand and seal of office, this the 8 of March 1977, Clerk

BILLY V. COOPER, Clerk

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STATE OF MISSISSIPPI-COUNTY OF MADISON

For and in consideration of the sum of Three Hundred & 00/100 Dollars

cash in hand paid, receipt of which is hereby acknowledged, NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC., a Mississippi corporation, does hereby grant, bargain, sell, convey and warrant unto Ira & Viola Trigg-

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:

of Natchez Trace Memorial Park Cometery, 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 January 19 77
ATTEST Andra Sharpl

Assistant Secretary CI

NATCHEZ TRACE MEMORIAL PARK CEMETERY INC.

STATE OF MISSISSIPPI. COUNTY OF HINDS.

behalf of said Cemetery.

WITNESS my hand and seal this 23 1d day of February.

My Commission Expires:

My Commission Expires February 7, 1984

NOTARY PUBLIC

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STATE OF MISSISSIPPI, County of Madison:

J. Billy V. Coppor, Clerk of the Chancery Court of said County, certify that the within instrument was filled for recorded on the day of day of 1927 at 4.05 o'clock M., and was duly recorded on the day of day of 1911, Book No. 49 on Page 91.

Witness my hand and seal of office, this the of BILLY V. COOPER, Clark

D. C.

## 800R 149 PAGE 192

## WARRANTY DEED

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· NORSE
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 all of which is hereby acknowledged, the
undersigned BANKERS TRUST SAVINGS AND LOAN ASSOCIATION , a
Mississippi corporation, does hereby sell, convey and warrant unto
WILLIAMSBURG HOMES, INC., A Mississippi Corporation
, that certain land
and property lying and being situated in <u>Madison</u> County,
Mississippi, more particularly described as follows, to-wit:
Lot 4 and 1.0 foot off of the East side of Lot 5, less and except 2.0 feet off the East side of said Lot 4, TREASURE COVE, PART 1, Madison County, Mississippi as recorded in Plat Book 6 at Page 17 of the Chancery records of Madison County, Mississippi.
Excepted from the warranty of this conveyance are any and
all easements, dedications, right-of-way, mineral reservations and
mineral conveyances, and restrictive covenants of record pertaining
to or affecting the usage of the herein described property.
It is understood and agreed that taxes for the current year
have been prorated as of this date between the Grantor and the Grantees,
and the Grantees, by the acceptance of this deed, agree to assume all
ad valorem taxes assessed against the above described property for
the year 1977 and subsequent years.
WITNESS the signature of BANKERS TRUST SAVINGS AND LOAN
ASSOCIATION , this the 3rd day of MARCH , 19 77.
BANKERS TRUST SAVINGS AND LOAN ASSOCIATION
0.0
JERRA JACKSON, VICE PRESIDENT
APPROVED BY:

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STATE OF MISSISSIPPI COUNTY OF HINDS

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned	
authority in and for the jurisdiction aforesaid, the within named	ì
Vice President of the within named Bankers Trust	_
Savings and Loan Association , who acknowledged that he signed,	,
sealed and delivered the above and foregoing instrument of writing	
on the day and year therein mentioned and for the purposes therei	
expressed, he being first duly authorized so to do by said corpor	
GIVEN under my hand and official seal of office, this the	
3rd day of March , 19 77	, 1
	- 1
NOTERY PUBLIC NOTERY PUBLIC	<u></u>
My Complisation Expires:	,
12 10 10 10 10 10 10 10 10 10 10 10 10 10	• *
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The state of the s	٠.
STATE OF MISSISSIPPI	,

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ROBERT W. WARREN, Conservator of BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, acting . pursuant to the authority given to him under the provisions of Senate Bill 2001, First Extraordinary Session of the 1976 Mississipp State Legislature, and who acknowledged to me that under said authority he signed and delivered the foregoing instrument of writing on the day and year therein mentioned and for the purposes therein expressed.

GIVEN under my hand and official seal of office, this the 3rd day of March

STATE OF MISSISSIPPI, County of Madison: I, Billy Vi 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 March , 1922, at 9 000 o'clock 4 M., and was duly recorded on the X day of march , Book No. 149 on Page 192 Witness my hand and seal of office, this the

## BOOM 149 MET 194 WARRANTY DEED

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(\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, FRANK FORTNER HOMES, INC., a corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto GEORGE H. RUSSELL and wife, MARY B. RUSSELL, as joint tenants with the full right of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Lot 26, Gateway North, Part 2, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 5, page 44, reference to which is hereby made in aid of and as a part of this description.

The warranty of this conveyance is subject to those certain protective covenants recorded in Book 396, page 153, as amended in Book 409, page 726 of the records in the office of the Chancery Clerk of Madison County, at Canton, Mississippi.

The warranty of this conveyance is further subject to that certain easement in favor of Mississippi Valley Gas Company, recorded in Book 95, page 457 of the aforesaid Chancery Clerk's records.

The warranty of this conveyance is further subject to the prior severance of one-half of all oil, gas and other minerals by predecessors in title.

The warranty of this conveyance is further subject to easements shown on the plat of the subdivision.

It is understood and agreed that the taxes for the current year have been pro rated as of this date on an estimated basis. When said taxes are actually determined, if the pro ration as of this

## BOOK 149 MGE 195

date is incorrect, then the grantor agrees to pay to grantees, or their assigns, any deficiency on an actual pro ration, and likewise, the grantees agree to pay to grantor, or assigns, any amount over paid by it or them.

WITNESS the signature of Frank Fortner Homes, Inc., by its duly authorized officer, this the 3rd day of March, 1977.

FRANK FORTNER HOMES, INC.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named FRANK FORTNER, who acknowledged to me that he is President of Frank Fortner Homes, 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 first duly authorized so to do.

Given under my hand and seal of office, this the 3rd day of Margh, 1977.

STATE OF MISSISSIPPI, County of Madison:

., 1922, at 9:00 o'clockes M., was filled for second in my office this 2 day of March and was duly recorded on the & day of manh Witness my hand and seal of office, this the

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## HUM 149 NR198 WARRANTY DEEL

County, Mississippi, to wit:

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10,00) cash in hand paid us, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, CHARLES F. RIDDELL and W. E. HARRELD, JR., do hereby convey and forever warrant unto GLENN E. MASON, subject to the exceptions, limitations and provisions hereinafter set forth, the following described real property lying and being situated in Madison

TRACT I: Sixty-one (61) acres off of the South Side of the East Half of the Northeast Quarter (E 1/2 NE 1/4) of Section 4, Township 10 North, Range 3 East, less and except: one (1) acre out of the northwest corner of SE 1/4 of NE 1/4 conveyed to the trustees of the Knights of Pythias Lodge by deeds recorded in Book OOO at Page 471, and PPP, Page 512, in the office of the Chancery Clerk of Madison County, Mississippi, reference to said deeds being hereby expressly made in aid and as a part of this description. PROVIDED, HOWEVER, that the Grantors do hereby convey and quitclaim any right, title or interest which they own in or to the said one acre unto the Grantee.

TRACT II: All that part of the West Half of northeast quarter lying East of concrete Highway No. 51, Section 4, Township 10 North, Range 3 East, Madison County, Mississippi, containing 14 acres in all, more or less, less and except a lot or parcel of land fronting 295.2 feet on the east side of U. S. Highway No. 51, containing 2 acres, more or less, lying and being situated in the NE 1/4 of Section 4, Township 10 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the south line of the NE 1/4 of said Section 4 with the east R.O.W. line of U.S. Highway 51 and run North 09 degrees 03 minutes East along said east R.O.W. line for 955 feet to a point at Highway Sta. No. 45168.3 and the point of beginning of the property herein described; thence South 80 degrees 57 minutes East for 295.2 feet to a point; thence North 09 degrees 03 minutes East for 295.2 feet to a point; thence North 80 degrees 57 minutes West for 295.2 feet to a point; thence North 80 degrees 57 minutes West for 295.2 feet to a point on said east R.O.W. line; thence South 09 degrees 03 minutes West along said east R.O.W. line for 295.2 feet to the point of beginning.

THE WARRANTY of this conveyance is subject to the following exceptions, limitations and provisions:

## BOOK 149 race 197

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1977, and subsequent years. Such taxes for the year 1977 shall be and are hereby prorated between the Grantors and the Grantee, as of the date of this deed.
- 2. The exception of any and all interest in and to oil, gas and other minerals in, on and underlying the lands hereby conveyed, which has been reserved, excepted and/or conveyed by the Grantors' predecessors in title.
- 3. The reservation unto the Grantors of one-half (1/2) of any interest in and to such oil, gas and other minerals which they owned immediately prior to the execution of this deed, in, on and underlying the lands hereby conveyed.
  - 4. Any and all rights-of-way and easements of record affecting said lands.
- 5. The Grantors hereby convey and quitclaim unto the Grantee any and all right, title and interest which they own in the right of ingress and egress over and across that part of the Northeast Quarter (NE 1/4) of Section 4, Township 10 North, Range 3 East, lying north of and contiguous to Tract I, granted by Clay Sharkey, et ux, to W. T. Martin, et ux, by deed dated October 7, 1950, which is recorded in Land Deed Book 48 at Page 172, in the office of the aforesaid Clerk.
- 6. The Madison County, Mississippi Zoning Ordinance and Subdivision Regulations.

WITNESS OUR SIGNATURES on the 3rd day of Warele

Charles 7. Riddell

W. E. Harreld, Jr.

GRANTORS

## BUON 149 PAGE 198

#### STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, CHARLES F. RIDDELL and W. E. HARRELD, JR., who acknowledged to me that they did each sign and deliver the foregoing instrument on the date and for the purpose therein stated.

GIVEN UNDER MY HAND and official seal on this the 3rd day of March, 1977.

Dianue D. Hormes

Notary Public

MY COMMISSION EXPIRES:

by Commission Expires Dec. 8, 1979

STATE OF MISSISSIPPI, County of Madison:

If Billy V. Gooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for recorded in my office this. Z day of Daniel 1927, at 7. 5 o'clock a, M., and was duly recorded on the day of Daniel 1927, Book No. 7 on Page 56.

Witness my hand and seal of office, this the 8 of Malley V. COOPER, Clerk