

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 150 PAGE 801

NO. 3033

WARRANTY DEED

In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, VICTORIA T. GAIN, do hereby convey and warrant unto EUGENE RATLIFF the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 25 on the west side of Walnut Street, according to the map of the City of Canton prepared by George and Dunlap, a plat of which is recorded in the office of the Chancery Clerk of Madison County, Mississippi.

Witness my signature, this the 11 day of June 1977.

Victoria T. Gain  
Victoria T. Gain

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

Witness my signature and official seal, this June 11, 1977.

My commission expires:  
August 18, 1979

Juanita G. Johnson  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of June, 1977, at 4:15 o'clock P. M. and was duly recorded on the 14 day of June, 1977, Book No. 150 on Page 801 in my office.

Witness my hand and seal of office, this the 14 of June, 1977.

BILLY V. COOPER, Clerk

By n. Wright D. C.

BOOK 350 PAGE 802

WARRANTY DEED

N. 3038

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, I, the undersigned, A. H. HARKINS, do hereby sell, convey and warrant unto BENJAMIN O. COTE, SR. and wife, ALICE G. COTE, 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 One Hundred Forty (140), LAKE LORMAN 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 4 at Page 32 thereof, reference to which map or plat is here made in aid of and as a part of this description.

And for the same consideration aforementioned, there is also conveyed and granted unto the grantee named above, and unto grantee's successors in title, a non-exclusive, perpetual and irrevocable easement for the use of the surface of Lake Lorman situated in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating, swimming and water sports, subject to the terms, conditions and covenants contained in that certain instrument executed by Piedmont, Inc., recorded in Book 315 at Page 431 in the office of the Chancery Clerk of Madison County, Mississippi.

And for the same consideration aforementioned, the undersigned does hereby grant and convey unto the aforementioned grantee and unto grantee's successors in title, a non-exclusive, perpetual and irrevocable easement over and across those certain areas forty feet in width designated "reserved for private drive" on the plat of said subdivision for purposes of ingress and egress to and from the public road at the extremity of said private drive. And this conveyance is made subject to the provisions of that certain covenant from Grantor herein to Madison County, Mississippi, relative to said private drive or road recorded in the office of the Chancery Clerk of said County in Book 305, at Page 248 thereof.

BOOK 150 PAGE 803

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

Grantor does hereby grant and convey unto Grantee and unto Grantee's successors in title a non-exclusive, perpetual and irrevocable easement over and across all of that land lying between the front lot line of said lot and the water line of Lake Lorman as it exists from time to time (and bounded on either side by the side lot lines of said lot extended) for ingress and egress to the waters of said lake.

There is excepted from the warranty of this conveyance and this conveyance is made subject to all of those certain protective and restrictive covenants executed by Piedmont, Inc. and of record in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 315, at Page 431 thereof, as well as any zoning ordinances of Madison County, Mississippi, affecting said property.

The Grantees herein do by the acceptance of this deed covenant for themselves and their successors in title with the Grantor herein and its successors in title to the other lots in said five subdivisions that so long as the aforementioned protective covenants remain in force no building shall be located on the lot hereby conveyed nearer than 50 feet to the front lot line of said lot, nor shall any dwelling be permitted on the lot hereby conveyed, the ground floor area of which dwelling, exclusive of one story open porches shall be less than 900 square feet. The lot line of said lot nearest to or abutting the water line of Lake Lorman shall always be considered the front lot line of said lot; and any residence constructed on said lot shall be so constructed as to front or face the main body of Lake Lorman.

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.

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

WITNESS MY SIGNATURE this the 10 day of June, 1977.

  
A. H. HARKINS

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named A. H. Harkins, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as his act and deed for the purposes therein stated.

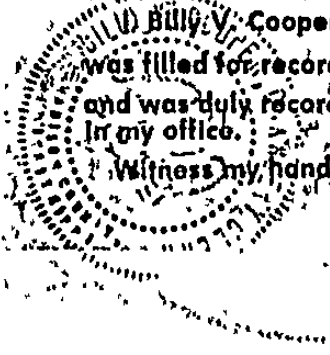
GIVEN under my hand and official seal of office, this the 10 day of June, 1977.

*John M. Ricketts*  
NOTARY PUBLIC



My Commission Expires: July 23, 1979

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 14 day of June, 1977, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 802 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By *B. Cooper* D. C.

WARRANTY DEED

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

W. F. DEARMAN, JR.

do hereby sell, convey and warrant unto THOMAS M. HARKINS BUILDER, INC.

the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot Twenty-Six (26) of Pecan Creek Subdivision, Part II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi as recorded in Plat Book 6 at Page 21.

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

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

WITNESS MY SIGNATURE this the 10th day of June, 1977.

W. F. DEARMAN, JR. (Signature)

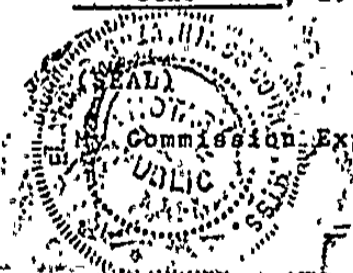
STATE OF MISSISSIPPI COUNTY OF HINDS

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 W. F. Dearman, Jr.

who acknowledged that he 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 10th day of June, 1977.

Earne C. Dza (Signature) NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of June, 1977, at 9:00 o'clock A.M. and was duly recorded on the 21 day of June, 1977 Book No. 150 on Page 805 in my office.

Witness my hand and seal of office, this the 21 of June, 1977

BILLY V. COOPER, Clerk

By (Signature) D. C.

BOOK 150 PAGE 806

WARRANTY DEED

NO 3042 10/25/55

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

A lot or parcel of land fronting 36 feet on the North side of East Academy Street, being a part of Lots 46 and 48 (said Lots 46 and 48 have no division line) on the North side of East Academy Street according to the 1898 George and Dunlap Map of the City of Canton, Madison County, Mississippi and more particularly described as follows:

Commencing at the intersection of the East line of said Lot 48 with the present North Margin of East Academy Street and run Westerly along the North margin of said East Academy Street for 72 feet to the Southeast corner and the point of beginning of the property herein described; thence Westerly along the North margin of East Academy Street for 36 feet to a point; thence turn right an angle of  $89^{\circ} 33'$  and run parallel to the East line of said Lot 48 for 175 feet to a point; thence turn right an angle of  $90^{\circ} 27'$  and run parallel to the North line of East Academy Street for 36 feet to a point; thence turn right an angle of  $89^{\circ} 33'$  and run parallel to the East line of said Lot 48 for 175 feet to the point of beginning.

EXCEPTED from the warranty of this conveyance is that certain Deed of Trust in favor of Bailey Mortgage Company which is assumed by the Grantee herein.

The Grantors herein hereby transfer and assign unto the Grantee all escrow accounts for taxes and insurance now held by Bailey Mortgage Company in connection with the above indebtedness.

THIS CONVEYANCE is made subject to any and all applicable

building restrictions, restrictive covenants, rights-of-way, easements and mineral reservations of record.

WITNESS OUR SIGNATURES this the 1st day of June, 1977.

Early Henderson  
EARLY HENDERSON

Jessie Mae Jackson Henderson  
JESSIE MAE JACKSON HENDERSON

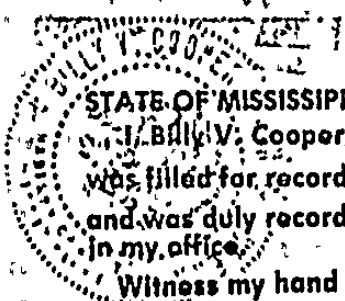
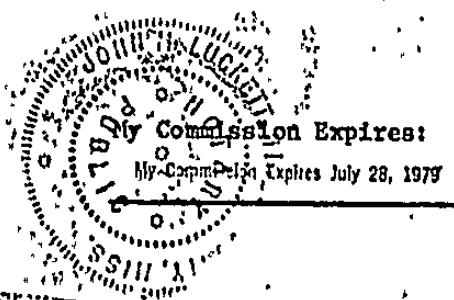
STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Early Henderson and wife, Jessie Mae Jackson Henderson, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as their act and deed for the purposes therein stated.

GIVEN under my hand and official seal of office, this the 1st day of June, 1977.

[Signature]  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of June, 1977, at 9:00 o'clock A. M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 806 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

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

BOOK 150 PAGE 808

WARRANTY DEED

N 3043

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, MAGNOLIA BUILDERS, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto EARLY HENDERSON and wife, JESSIE MAE HENDERSON, 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 Six (6), WESTERN HILLS SUBDIVISION, 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 5 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, right-of-way, easements and mineral reservations of record.

Ad valorem taxes for the year 1977 are to be prorated between the Grantor and the Grantees herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the 30 day of May, 1977.

MAGNOLIA BUILDERS, INC.

BY: 

H. W. Dennis, President

STATE OF MISSISSIPPI.

COUNTY OF HINDS

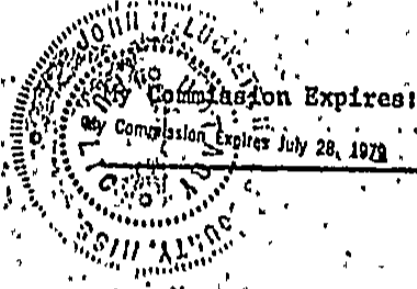
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named H. W. Dennis, who acknowledged to me that he is the President of Magnolia Builders, Inc., a Mississippi corporation,



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

GIVEN under my hand and official seal of office, this the 30 day of May, 1977.

*[Signature]*  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of June, 1977, at 9:00 o'clock AM, and was duly recorded on the 21 day of June, 1977, Book No. 157 on Page 808 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By *[Signature]* D. C.

TRUSTEE'S DEED

No. 3045

WHEREAS, on November 19, 1976, Melvin Pierce et ux Beverly J. Pierce,----- executed a deed of trust to O. B. Taylor, Jr., Trustee for the benefit of Kimbrough Investment Company, which deed of trust is recorded in Deed of Trust Book 424 at page 528 in the office of the Chancery Clerk of the County of Madison-----, State of Mississippi, said deed of trust conveying in trust the hereinafter described property; and

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

WHEREAS, the undersigned trustee in accordance with the terms of the deed of trust and the laws of the State of Mississippi did advertise said sale in The Madison County Herald-----, a newspaper published in the City of Canton-----, State of Mississippi, on the following dates, to-wit; May 19 and 26 and June 2 and 9, 1977-----; which is more fully shown by the original Proof of Publication, which is attached hereto as Exhibit "A" and is made a part hereof as if copied in full herein; and by posting on the 19th day of May, 1977, a copy of said notice on the Bulletin Board of the Court House of the County of Madison-----, State of Mississippi, at Canton-----; and

WHEREAS, on the 10th day of June-----, 1977, at the South front door of the County Court House of the County of Madison-----, State of Mississippi, at Canton-----, between the hours of 11:00 A. M., and 4:00 P. M., I, the undersigned trustee, did offer for sale at public outcry and did sell to the highest and best bidder for cash the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Part of Lot 2, located on the South side of West Dinkins Street; described as follows: Commencing at the intersection of the South line of West Dinkins Street and the East line of South Cameron Street, run thence East along the South line of West Dinkins Street 245 feet, thence South 5 feet to the point of beginning, thence East along the South line of West Dinkins Street 50 feet, thence South 200 feet, thence West 50 feet, thence North 200 feet to the point of beginning; all according to the official map of Canton, Madison County, Mississippi, of record in the office of the Chancery Clerk of Madison County, Mississippi.

THE UNDERSIGNED trustee offered the aforesaid property for sale at public outcry as set forth above, and there appeared at said sale, the Secretary of Housing and Urban Development of Washington, D. C., bidding the sum of \$ 13,594.50 for all of the above described property, and said property was struck off to the Secretary of Housing and Urban Development of Washington, D. C., for said amount, and said bidder was declared the purchaser thereof.

NOW, THEREFORE, in consideration of the premises and the sum of \$ 13,594.50 ; cash in hand paid, the receipt of which is hereby acknowledged, I do hereby sell and convey to the SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D. C., his successors and assigns, all of the above described property, conveying only such title as is vested in me as trustee.

WITNESS MY SIGNATURE this the 10th day of June 1977

*O. B. Taylor, Jr.*  
O. B. TAYLOR, JR., TRUSTEE

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, O. B. Taylor, Jr., Trustee in the above and foregoing instrument of writing, who acknowledged that he, as trustee, signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the 10th day of June



*J. Taylor*  
NOTARY PUBLIC

My Commission Expires 07-24-77

MADISON COUNTY HERALD

PROOF OF PUBLICATION

BOOK 150 PAGE 812

**PASTE PROOF HERE**

**TRUSTEE'S NOTICE OF SALE**

WHEREAS, on November 19, 1974, Melvin Pierce et ux Beverly J. Pierce, executed a deed of trust to O. B. Taylor, Jr., Trustee for the benefit of Kimbrough Investment Company, which deed of trust is recorded in Deed of Trust Book 424 at page 328 in the office of the Chancery Clerk of Madison County, State of Mississippi; and

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

NOW, THEREFORE, I, O. B. Taylor, Jr., Trustee in said deed of trust, will on the 10th day of June, 1977, offer for sale at public outcry, and sell within legal hours, (being between the hours of 11:00 A. M. and 4:00 P. M.), at the South front door of the County Court House of the County of Madison, at Canton, Mississippi, to the highest and best bidder for cash, the following described property lying and being situated in the County of Madison, State of Mississippi, to wit:

Part of Lot 2, located on the South side of West Dinkins Street, described as follows: Commencing at the intersection of the South line of West Dinkins Street and the East line of South Cameron Street, run thence East along the South line of West Dinkins Street 245 feet, thence South 5 feet to the point of beginning, thence East along the South line of West Dinkins Street 50 feet, thence South 200 feet, thence West 50 feet, thence North 200 feet to the point of beginning, all according to the official map of Canton, Madison County, Mississippi, of record in the office of the Chancery Clerk of Madison County, Mississippi

I WILL CONVEY only such title as is vested in me as Trustee

WITNESS MY SIGNATURE this the 11th day of May, 1977.  
O. B. Taylor, Jr., Trustee  
May 19, 24, June 2, 9, 1977

THE STATE OF MISSISSIPPI,  
MADISON COUNTY.

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

*Elizabeth M. Keesenlyger*

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

Date May 19 1977

Date May 26 1977

Date June 2 1977

Date June 9 1977

Date \_\_\_\_\_ 1977

Number Words 389

Published 4 Times

Printer's Fee \$ 58.35

Making Proof \$ 1.00

Total \$ 59.35

(Signed) *[Signature]* Publisher

Sworn to and subscribed before me this 9<sup>th</sup>

day of June 1977

*Elizabeth M. Keesenlyger*  
Notary Public

My Commission Expires May 27, 1978

EXHIBIT "A"

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 14 day of June, 1977, at 9:00 o'clock AM and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 810 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.  
BILLY V. COOPER, Clerk  
By *[Signature]* D. C.

WHEREAS, on December 8, 1976, Leonard Harris et ux Jessie Lee Harris---- executed a deed of trust to O. B. Taylor, Jr, Trustee for the benefit of Kimbrough Investment Company, which deed of trust is recorded in Deed of Trust Book 425 at page 315 in the office of the Chancery Clerk of the County of Madison, State of Mississippi, said deed of trust conveying in trust the hereinafter described property; and

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

WHEREAS, the undersigned trustee in accordance with the terms of the deed of trust and the laws of the State of Mississippi did advertise said sale in the Madison County Herald, a newspaper published in the City of Canton, State of Mississippi, on the following dates, to-wit: May 19 and 26 and June 2 and 9, 1977-----; which is more fully shown by the original Proof of Publication, which is attached hereto as Exhibit "A" and is made a part hereof as if copied in full herein; and by posting on the 19th day of May, 1977, a copy of said notice on the Bulletin Board of the Court House of the County of Madison, State of Mississippi at Canton; and

WHEREAS, on the 10 day of June, 1977, at the South front door of the County Court House of the County of Madison, State of Mississippi, at Canton, between the hours of 11:00 A. M., and 4:00 P. M., I, the undersigned trustee, did offer for sale at public outcry and did sell to the highest and best bidder for cash the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Lot Twenty-One (21), Presidential Heights, 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, State of Mississippi, reference to which map or plat is hereby made in aid of, and as a part of this description.

THE UNDERSIGNED trustee offered the aforesaid property for sale at public outcry as set forth above, and there appeared at said sale, Kimbrough Investment Company, bidding the sum of \$ 12,504.38 for all of the above described property, and said property was struck off to Kimbrough Investment Company for said amount, and said bidder was declared the purchaser thereof.

BOOK 150 PAGE 814

NOW, THEREFORE, in consideration of the premises and the sum of \$ 12,504.38, cash in hand paid, the receipt of which is hereby acknowledged, I do hereby sell and convey to KIMBROUGH INVESTMENT COMPANY all of the above described property, conveying only such title as is vested in me as trustee.


WITNESS MY SIGNATURE this the 10 day of June, 1977.

  
O. B. TAYLOR, JR., TRUSTEE

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, O. B. Taylor, Jr., Trustee in the above and foregoing instrument of writing, who acknowledged that he, as trustee, signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the 10th day of June, 1977.

  
NOTARY PUBLIC



My Commission Expires: 7-24-77

MADISON COUNTY HERALD  
 PROOF OF PUBLICATION BOOK 150 PAGE 815

PASTE PROOF HERE

TRUSTEE'S NOTICE OF SALE

WHEREAS, on December 8, 1974, Leonard Harris et ux Jesale Lee Harris—executed a deed of trust to O. B. Taylor, Jr., Trustee for the benefit of Kimbrough Investment Company, which deed of trust is recorded in Deed of Trust Book 425 at page 315 in the office of the Chancery Clerk of Madison County, State of Mississippi; and

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

NOW, THEREFORE, I, O. B. Taylor, Jr., Trustee in said deed of trust, will on the 10th day of June, 1977, offer for sale at public outcry, and sell within legal hours, (being between the hours of 11:00 A. M. and 4:00 P. M.), at the South front door of the County Court House of the County of Madison, at Canton, Mississippi, to the highest and best bidder for cash, the following described property lying and being situated in the County of Madison, State of Mississippi, to wit:

Lot Twenty One (21), Presidential Heights, 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, State of Mississippi, reference to which map or plat is hereby made in aid of and as a part of this description.

I WILL CONVEY only such title as is vested in me as Trustee.

WITNESS MY SIGNATURE this the 12th day of May, 1977.

O. B. Taylor, Jr., Trustee  
 May 19, 24, June 2, 9, 1977.

THE STATE OF MISSISSIPPI,  
 MADISON COUNTY.

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

*Cynthia M. Kennedy*

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

Date May 19 1977

Date May 26 1977

Date June 2 1977

Date June 9 1977

Date \_\_\_\_\_ 197  

Number Words 331

Published 4 Times

Printer's Fee \$ 29.65

Making Proof \$ 1.00

Total \$ 50.65

(Signed) \_\_\_\_\_ Publisher

Sworn to and subscribed before me this 9<sup>th</sup>

day of June 1977

*Cynthia M. Kennedy*  
 Notary Public

My Commission Expires May 27, 1979

EXHIBIT "A"

STATE OF MISSISSIPPI, County of Madison  
 I, Billy S. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of June, 1977 at 9:00 o'clock A.M. and was duly recorded on the 21 day of June, 1977, Book No. 152 on Page 813 in my office.

Witness my hand and seal of office, this the 21 of June, 1977

By *Billy S. Cooper*, Clerk D. C.

BOOK 150 PAGE 816

No. 3047

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KEN WATSON and wife, SHEILA R. WATSON, Grantors, do hereby convey and warrant unto WILLIAM CROWE and wife, SANDRA KEA CROWE, Grantees as joint tenants with full rights of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Commencing at the SW corner of Section 19, Township 9 North, Range 5 East, run South 89 degrees 30 minutes East 660.2 feet, thence North 00 degrees 30 minutes East 2260.0 feet to the point of beginning, thence continue to run North 00 degrees 30 minutes East 380.0 feet, thence North 39 degrees 30 minutes West 797.4 feet to the ROW line of a public road, thence along said ROW line south-westerly 243 feet, more or less, to an iron pin located 1088.9 feet North 39 degrees 30 minutes West of the point of beginning, thence run South 39 degrees 30 minutes East 1088.9 feet to the point of beginning, containing 6.11 acres, more or less, and being situated in Section 19, Township 9 North, Range 5 East, and Section 24, Township 9 North, Range 4 East, Madison County, Mississippi.

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

1. State of Mississippi and County of Madison ad valorem taxes for the year 1977 which shall be prorated.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records of the office of the Chancery Clerk of Madison County, Mississippi.
3. The reservation by prior owners of all oil, gas and other minerals lying in, on and under the subject property together with rights of ingress and egress for exploration, etc.
4. The Grantees, by acceptance of this deed, do agree to assume the balance of that certain indebtedness



BOOK 150 PAGE 817

from the Grantors herein to Robert G. Barnett, as Trustee, to secure the Deposit Guaranty National Bank in the principal sum of \$12,444.60 which indebtedness is evidenced by a deed of trust dated February 14, 1977 and recorded in Book 427 at page 40 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the 25<sup>th</sup> day of May, 1977.

Ken Watson  
Ken Watson


Sheila R. Watson  
Sheila R. Watson

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, KEN WATSON and SHEILA R. WATSON, who acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 25<sup>th</sup> day of May, 1977.

John T. Goble  
Notary Public

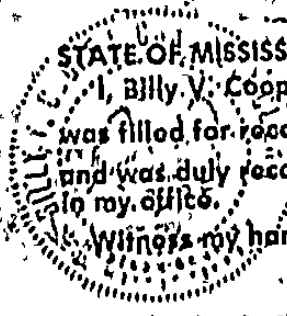


(SEAL)

MY COMMISSION EXPIRES:

My Commission Expires June 17, 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 14 day of June, 1977 at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 817.  
Witness my hand and seal of office, this the 21 of June, 1977.  
By Billy V. Cooper BILLY V. COOPER, Clerk D. C.



WARRANTY DEED

STATE OF MISSISSIPPI

COUNTY OF MADISON

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 all of which is hereby acknowledged, the undersigned Gary B. Taylor, does hereby sell, convey and warrant unto William H. Monie, Jr. and wife, Phyllis C. Monie, as joint tenants with rights of survivorship and not as tenants in common, the hereinafter described land and property, same lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

Lot Fifty (50), SANDALWOOD SUBDIVISION, PART TWO (2), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Canton, Mississippi in Plat Book 5 at Page 40 thereof, reference to which map or plat is here made in aid of and as a part of this description.

There is expressly excepted from the warranty hereof any prior reservation of oil, gas or mineral interest, restrictive covenants and easements of record pertaining to the above described property.

Ad valorem taxes for the year 1977 are hereby prorated between the parties hereto.

WITNESS my signature, this the 10<sup>th</sup> day of June, 1977.

Gary B. Taylor  
GARY B. TAYLOR

STATE OF MISSISSIPPI

BOOK 150 PAGE 819

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Gary B. Taylor, who acknowledged to me that he 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 10<sup>th</sup> day of June, 1977.

*Walter D. ...*  
NOTARY PUBLIC



My Commission Expires:

My Commission Expires July 10, 1980

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of June, 1977, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 818 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By *[Signature]* D. C.

EASEMENT

BOOK 150 PAGE 820

NO. 3051

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, LAWRENCE LOVELACE and wife, CORA LEE LOVELACE, do hereby convey an easement unto EAST MADISON WATER ASSOCIATION, INC., a non-profit corporation, across the following described real property lying and being situated in Madison County, Mississippi, to-wit:

An easement for the purpose of laying and maintaining a connecting water line between two water wells being on property previously conveyed by the Grantors to the Grantees, said property lying and being situated in the E $\frac{1}{2}$  of SE $\frac{1}{2}$  of Section 31, Township 10 North, Range 5 East, Madison County, Mississippi

WITNESS OUR SIGNATURES on this the 10<sup>th</sup> day of

~~May~~, 1977.

JUNE

Lawrence Lovelace  
Lawrence Lovelace

Cora Lee Lovelace  
Cora Lee Lovelace

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, LAWRENCE LOVELACE and wife, CORA LEE LOVELACE who acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 10<sup>th</sup> day of ~~May~~, 1977.

JUNE

Carl R. Montgomery  
Notary Public

MY COMMISSION EXPIRES:

June 6, 1980



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of June, 1977, at 10:00 o'clock A. M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 820 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

INDEXED

WARRANTY DEED

BOOK 150 PAGE 821

NO 3052

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, I, EASTLEY SIMMONS, one of the legal heirs to the Estate of Prince Simmons, do hereby convey and warrant unto PEARLY SIMMONS, my undivided interest in said Estate, the same being in the following described property lying and being situated in Madison County, Mississippi, to wit:

W 1/2 NE 1/4, Section 29 Township 11 Range 3 East

WITNESS my signature this the 7 day of June, 1977.

Eastley Simmons  
Eastley Simmons

STATE OF IOWA )  
County of Pottawattamie ss.

Personally appeared before me, the undersigned authority in and for said County and State, the within named EASTLEY SIMMONS, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed.

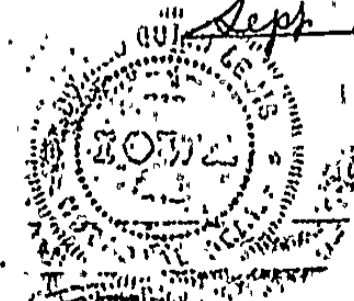
Eastley Simmons  
Eastley Simmons

Sworn to and subscribed before me this the 7<sup>th</sup> day of June, 1977.

Donald Quinn Lewis  
Notary Public

My Commission Expires:

Sept 1979



STATE OF MISSISSIPPI, County of Madison:  
J. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for record in my office this 14 day of June, 1977, at 2:00 o'clock P.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 821 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

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

STATE OF MISSISSIPPI

COUNTY OF MADISON

INDEXED

BOOK 150 PAGE 822

QUITCLAIM DEED

NO 3053

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, WE, CONNIE M. BOLING, TALITHA M. <sup>SIMS</sup> ~~SIMS~~, NELL M. SINGLETON and her husband, J. P. SINGLETON; MILDRED M. JOHNSON and her husband, M. F. JOHNSON; DAN MARTIN MURPHY and his wife, RUTH H. MURPHY; and HELEN M. O'BRYANT and her husband P. F. O'BRYANT, do hereby convey and quitclaim unto NELL M. SINGLETON, all of our right, title and interest to the following described property which we received by virtue of deeds recorded in Book 146 at page 226, Book 146 at page 228, and Book 146 at page 230, in the land deed records of Madison County, Mississippi, and said property lying and being situated in Madison County, Mississippi, to-wit:

A lot of 5.0 acres in SE 1/4 of SW 1/4 lying west of the Public Road and south and west of the Camden Cemetary and being more particularly described as:

Beginning at a point that is 28.65 chains west of and 10.07 chains north of the SE corner of SW 1/4 SE 1/4, said point being on the west margin of the Public Road, running thence along the West margin of said road N 39°E for 1.83 chains, thence continuing along said road N 12°E for 4.03 chains, thence S 83°W to and along the South line of the Camden Cemetary for 3.77 chains to the SW corner of said Cemetary, thence N 15°W along and past west line of cemetary for 4.57 chains to an old fence, thence along old fence for 2.0 chains N 86°W, thence south for 10.50 chains, thence S 86° 30' E for 3.90 chains to west margin of said Public Road; thence along west margin of said road 1.71 chains N 39° E to point of beginning, containing 5.0 acres, more or less, and all being in SE 1/4 of SW 1/4, Section 24, Township 11, Range 4 East, Madison County, Mississippi.

EXECUTED this the 6<sup>th</sup> <sup>B. 150</sup> day of June <sup>1977</sup> 1977. 823

Connie M. Boling  
CONNIE M. BOLING

Talitha M. Sims  
TALITHA M. SIMS

Nell M. Singleton  
NELL M. SINGLETON

J. P. Singleton  
J. P. SINGLETON

Mildred M. Johnson  
MILDRED M. JOHNSON

M. F. Johnson  
M. F. JOHNSON

Dan Martin Murphy  
DAN MARTIN, MURPHY

Ruth H. Murphy  
RUTH H. MURPHY

Helen M. O'Bryant  
HELEN M. O'BRYANT

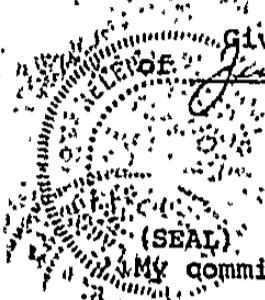
Paul F. O'Bryant  
P. F. O'BRYANT

STATE OF MISSISSIPPI  
COUNTY OF HOLMES

BOOK 150 PAGE 824

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

Given under my hand and official seal, this the 6 day of June, 1977.



(SEAL)  
My commission expires:

Nov. 26, 1978

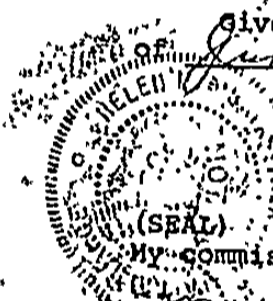
Alan M. Bryant  
NOTARY PUBLIC

Notary Public, Alabama State At Large  
My Commission Expires Nov. 23 1978  
Bonded by the National Surety Corp.

STATE OF TEXAS  
COUNTY OF Harris

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

Given under my hand and official seal, this the 6 day of June, 1977.



(SEAL)  
My commission expires:

Nov. 26, 1978

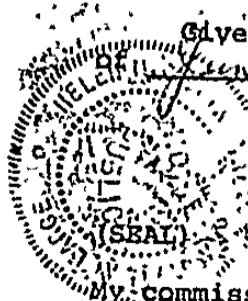
Alan M. Bryant  
NOTARY PUBLIC

Notary Public, Alabama State At Large  
My Commission Expires Nov 26 1978  
Bonded by the National Surety Corp.

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

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

Given under my hand and official seal, this the 6 day of June, 1977.



(SEAL)  
My commission expires:

Nov. 26, 1978

Alan M. Bryant  
NOTARY PUBLIC

Notary Public, Alabama State At Large  
My Commission Expires Nov 26 1978  
Bonded by the National Surety Corp.

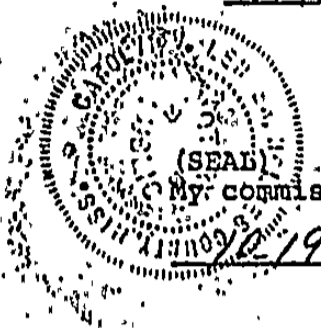


STATE OF MISSISSIPPI  
COUNTY OF HOLMES

BOOK 150 PAGE 825

Personally appeared before me, the undersigned authority in and for said county and state, the within named MILDRED M. JOHNSON and M. F. JOHNSON, who acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 27 day of May, 1977.



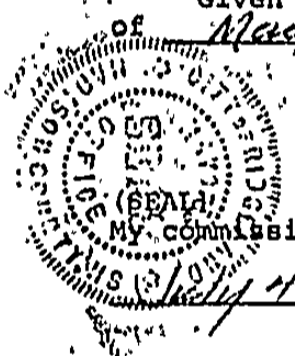
My commission expires: 10-19-77

Cecilia J. Lehan  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named DAN MARTIN MURPHY and RUTH H. MURPHY, who acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 26th day of May, 1977.



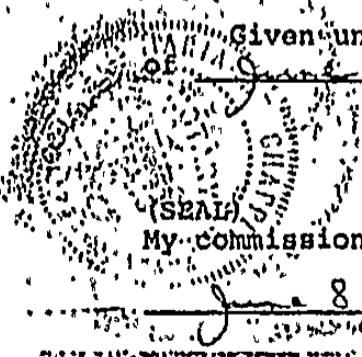
My commission expires: 11-14-77

R. J. McLaughlin, Mayor  
NOTARY PUBLIC

STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

Personally appeared before me, the undersigned authority in and for said county and state, the within named HELEN M. O'BRYANT and P. F. O'BRYANT, who acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 9th day of June, 1977.



My commission expires: June 8, 1980

Marianne Chappell  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of June, 1977, at 3:00 o'clock P. M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 823 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned LYMAN D. ALDRICH, III, Sole General Partner of, for and in behalf of COUNTRY CLUB VILLAGE, a Tennessee Limited Partnership, as Owner of the Country Club Village Shopping Center, hereinafter referred to as Grantor, does hereby convey and warranty to C. B. INTERNATIONAL, INC., a Kansas Corporation, hereinafter referred to as Grantee, its successors and assigns, a non-exclusive easement for vehicular and pedestrian ingress and egress over and across the adjoining Country Club Village Shopping Center parking lot in Madison County, Mississippi, as said lot is shown in the attached Exhibit "A" and made a part hereof by reference. Said easement shall exist for such period of time as the Country Club Village Shopping Center continues to be used as a shopping center or twenty-five (25) years, whichever period is longer.

TO HAVE AND TO HOLD UNTO GRANTEE, its successors and assigns, for the purposes herein granted, as an easement appurtenant to that parcel conveyed by MITCHELL HOMES, an Alabama general partnership dated the 3<sup>RD</sup> day of June, 1977, in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 150, at Page 733.

IN WITNESS WHEREOF, Grantor has executed this instrument on this the 31<sup>ST</sup> day of May, 1977.

GRANTOR:

Lyman D. Aldrich, III  
Lyman D. Aldrich, III  
Sole General Partner, COUNTRY CLUB VILLAGE,  
a Tennessee Limited Partnership

WITNESSETH:

Margie Horvath

STATE OF TENNESSEE

COUNTY OF SHELBY

BOOK 150 PAGE 827

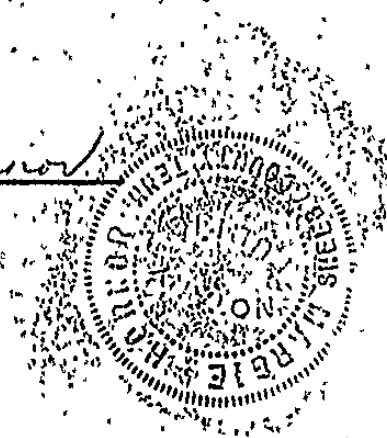
PERSONALLY came and appeared before me the undersigned authority in and for said County and State, LYMAN D. ALDRICH, III, who acknowledged to me, said authority, that in his capacity as Sole General Partner of Country Club Village, a Tennessee Limited Partnership, as and for the said Limited Partnership, he signed, executed and delivered the within and foregoing instrument of writing on the day therein mentioned, as and for his official act and deed as Sole General Partner of said Limited Partnership, and as and for the act and deed of said Limited Partnership on the day and date thereof.

GIVEN UNDER MY HAND and official seal of office, this the 31<sup>st</sup> day of May, 1977.

*Marge J. J. J.*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires June 11, 1978



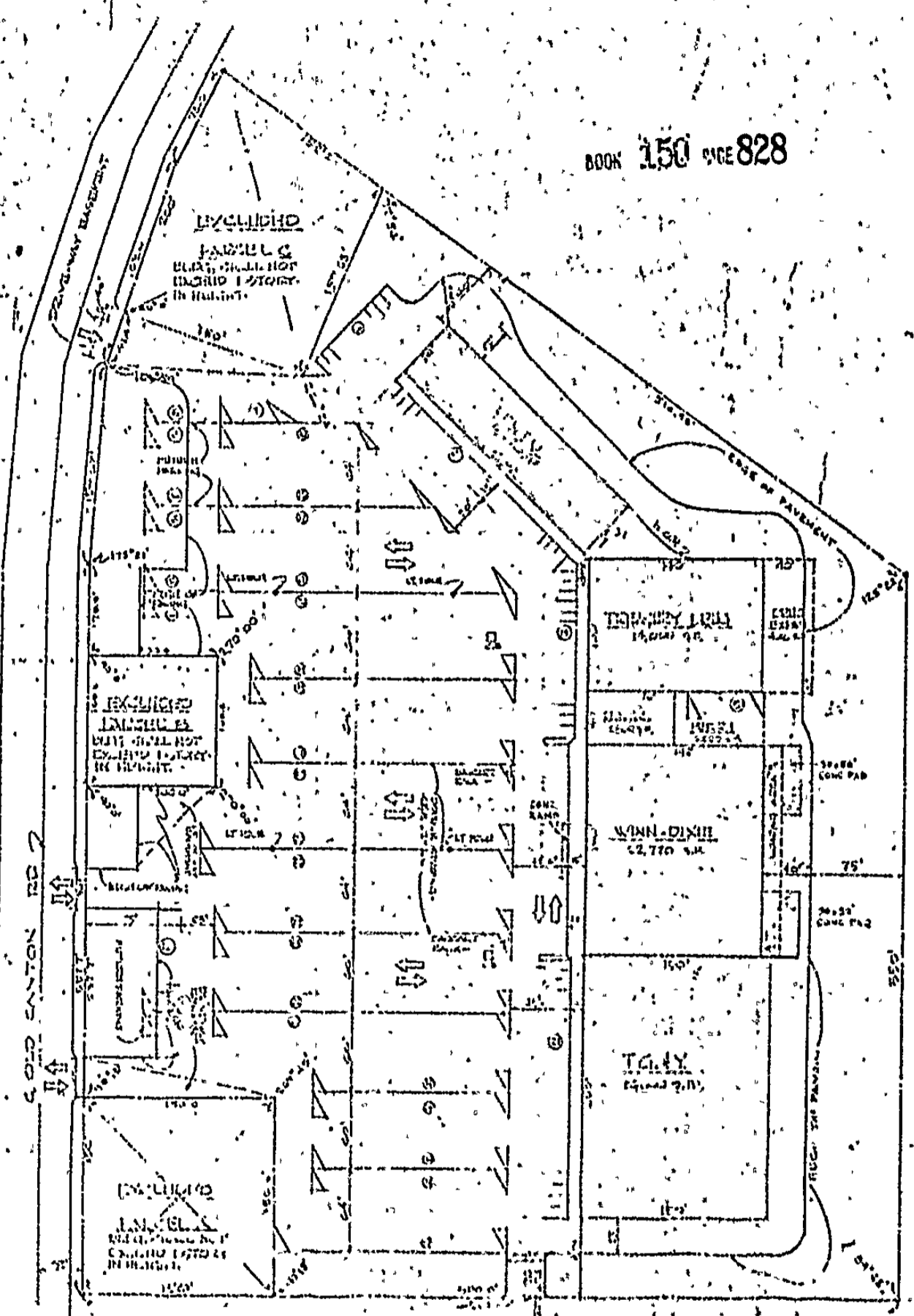
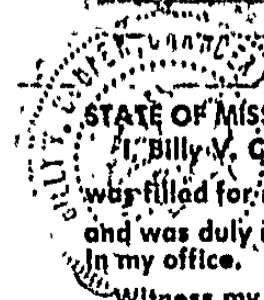


EXHIBIT A



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 15 day of June, 1927, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1927, Book No. 150 on Page 826 in my office.

Witness my hand and seal of office, this the 21 of June, 1927.

**BILLY V. COOPER**, Clerk

32-7-2 E

By [Signature] D. C.

WARRANTY DEED

BOOK 150 PAGE 829 INDEXED 3061

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, W. F. DEARMAN, JR.

do hereby sell, convey and warrant unto ELLIS & ELLIS BUILDERS, INC.

the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot Twenty-Three (23) of Pecan Creek Subdivision, Part II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi as recorded in Plat Book 6 at Page 21.

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

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

WITNESS MY SIGNATURE, this the 13th day of June, 1977.

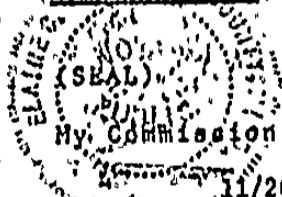
W. F. DEARMAN, JR. (Signature)

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 W. F. Dearman, Jr.

who acknowledged that he 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 13th day of June, 1977.



Elaine C. Bize (Signature) NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of June, 1977, at 9:00 o'clock A. M., and was duly recorded on the 21 day of June, 1977, Book No. 1572 on Page 829 in my office.

Witness my hand and seal of office, this the 21 of June, 1977

BILLY V. COOPER, Clerk

By (Signature) D. C.

INDEXED

BOOK 150 PAGE 830  
CORRECTED WARRANTY DEED

NO 3069

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 MINNIE C. HARRELD does hereby sell, convey and warrant unto JAMES EASTLAND HARRELD, JOHN COWAN HARRELD, LEE ANN HARRELD, MARY MALLIE HARRELD, WILLIAM EDMISTON HARRELD, III, and WILSON ARRINGTON HARRELD, as tenants in common, my undivided 65.98% interest in and to the property lying and being situated in Madison County, Mississippi, to wit:

TRACT I

Seven (7) acres in SE 1/4 NW 1/4, East of the Camden-Thomastown Road; S 1/2 NE 1/4; 57.24 acres off South side of N 1/2 NE 1/4, Section 20, Township 11 North, Range 5 East; S 1/2 of 22.76 acres off the north end of NW 1/4 NW 1/4 and S 1/2 of 8.68 acres off the north end of NE 1/4 NW 1/4 lying west of Kentucka Creek, Section 21, Township 11 North, Range 5 East, Madison County, Mississippi.

TRACT II

SW 1/4 SE 1/4 less 6 acres off of the east side and 6 acres off of the East side of the SE 1/4 SW 1/4 containing forty (40) acres more or less all in Section 17, Township 11 North, Range 5 East, Madison County, Mississippi.

TRACT III

SW 1/4 SW 1/4, Section 21, Township 11 North, Range 5 East, Madison County, Mississippi.

TRACT IV

Parcel 1. NW 1/4 NW 1/4, Section 28, Township 11 North, Range 5 East, Madison County, Mississippi.

Parcel 2. All of the NW 1/4 NE 1/4, lying East of the Olive Branch of the Mill Creek and all of the S 1/2 NE 1/4 lying North of the Mansell Branch of the Mill Creek and East of the Olive Branch of the Mill Creek all in Section 29, Township 11 North, Range 5 East, Madison County, Mississippi, LESS AND EXCEPT: A parcel of land described as follows, to-wit: 10 acres beginning at the Northeast corner of the NW 1/4 NE 1/4, Section 29, Township 11 North, Range 5 East, and run thence South for 10 chains, run thence West for 10 chains, run

thence North for 10 chains, run thence East for 10 chains to the point of beginning, all in Section 29, Township 11 North, Range 5 East, Madison County, Mississippi.

THIS CORRECTED WARRANTY DEED is to correct the description of the properties conveyed by DEED executed by MINNIE C. HARRELD on the 30th day of December, 1975, and which is recorded in Book 143 at Page 134 of the records of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE this the 6th day of May, 1977.

Minnie C. Harreld  
Minnie C. Harreld

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MINNIE C. HARRELD, who acknowledged that she signed and delivered the foregoing Corrected Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of May, 1977.

Eula W. Starnett  
Notary Public

My Commission expires:

My Commission Expires Feb. 9, 1980

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 15 day of June, 1977, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 832 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By Shashun D. C.

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WARRANTY DEED BOOK 150 PAGE 832 NO. 3071

FOR AND IN CONSIDERATION of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, SYLVIA H. TROLIO, do hereby sell, convey and warrant unto H. WINFRED DENNIS and JOHN F. GUSSIO, JR., all my right, title and interest in and to the following described property located and situated in the City of Canton, Madison County, Mississippi, to-wit:

The North Half of the following described tract: Commencing at a stake at the Northeast Corner of the lot formerly owned by Annie Peterson on the West side of North Liberty Street, said Peterson lot is numbered on George and Dunlap's map of the City of Canton as Lot 24, and running thence North along the West side of North Liberty Street 130 feet to a stake, thence running West 160 feet to a stake, thence running South 130 feet to a stake, thence running East 160 feet to the point of beginning, and being the North side of that certain tract conveyed to Victor Trolio by deed of M. S. Hill, et ux, dated September 10, 1906 and recorded in Book PPP, Page 352 in the records in the office of the Chancery Clerk in and for Madison County, Mississippi.

This conveyance is made subject to the Zoning Ordianances of the City of Canton, Madison County, Mississippi; and it is agreed by the parties hereto that the taxes for the year 1977 shall be paid by the grantee herein.

WITNESS MY SIGNATURE hereon this the 16<sup>th</sup> day of May, 1977.

*Sylvia H. Trolio*  
SYLVIA H. TROLIO

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned Notary Public in and for said County, in said State, the within named SYLVIA

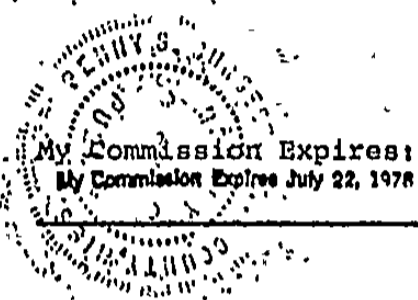


BOOK 150 PAGE 833

H. TROLIO, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL, this the 16<sup>th</sup> day of

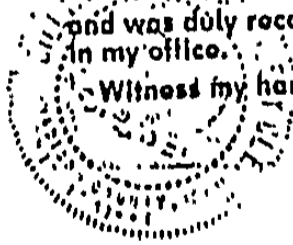
May, 1977.



Penny Burgess (Purmes)  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of June, 1977, at 9:00 o'clock A. M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 832 in my office.



Witness my hand and seal of office, this the 21 of June, 1977.

Billy V. Cooper, Clerk  
By [Signature] D. C.

INDEXED

WARRANTY DEED BOOK 150 PAGE 834 NO. 3072

FOR AND IN CONSIDERATION of Ten and No/100 (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, SYLVIA H. TROLIO, do hereby sell, convey and warrant unto MAGNOLIA BUILDERS, INC., all my right title and interest in and to the following described property located and situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 17 of Fulton Addition, West Peace Street, to the City of Canton, according to the Plat of the said Subdivision which appears of record in the office of the Chancery Clerk in and for Madison County, Mississippi.

Beginning at the intersection of the west line of Walnut Street with the present north line of West Fulton Street, said point being 7 feet North of the old original SE corner of Lot 32, Fultons Addition, and run West along the present north line of West Fulton Street for 80 feet to a point; thence North for 193 feet to a point on the south line of said Lot 31; thence West along said south line for 80 feet to a point; thence North for 47.71 feet to a point on the south line of Roby Street; thence N 48° 45' E along said south line of Roby Street for 170.3 feet to a point; thence East for 31.96 feet to a point on the west line of Walnut Street; thence South along the west line of Walnut Street for 353 feet to the point of beginning.

This conveyance is made subject to the Zoning Ordinances of the City of Canton, Madison County, Mississippi; and it is agreed by the parties hereto that the taxes for the year 1977 shall be paid by the grantee herein.

WITNESS MY SIGNATURE hereon this the 16<sup>th</sup> day of May, 1977.

Sylvia H. Trolio  
SYLVIA H. TROLIO

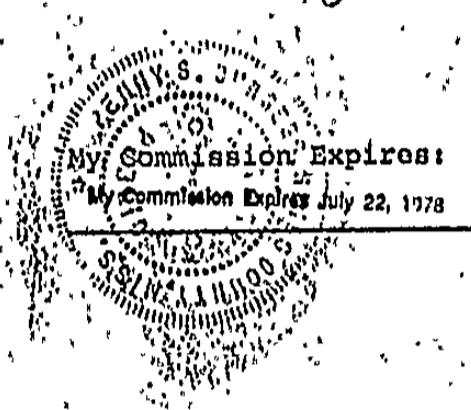
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned Notary Public in and for said County, in said State, the within named SYLVIA

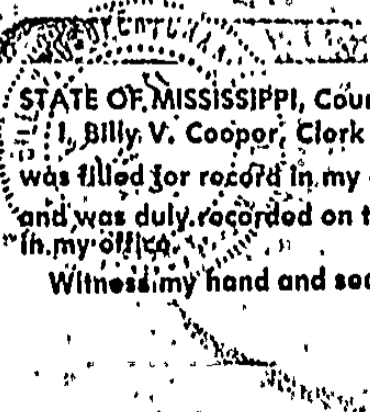
BOOK 150 PAGE 835

H: TROLIO, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 16<sup>th</sup> day of May, 1977.



Perry Burgess (Purdor)  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of June, 1977, at 9:00 o'clock A., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 83F in my office.

Witness my hand and seal of office, this the 21 of June, 1977

BILLY V. COOPER, Clerk

By [Signature], D. C.

BOOK 150 PAGE 836

INDEXED 3073

A. H. HARKINS BUILDING CONTRACTOR, INC. TO JAMES ASHLEY ROSENBLATT, ET UX

WARRANTY DEED

FOR AND IN CONSIDERATION OF The sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, A. H. HARKINS BUILDING CONTRACTOR, INC., a Mississippi corporation, does hereby sell, convey and warrant unto JAMES ASHLEY ROSENBLATT and wife, MARCIA GAY ROSENBLATT, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, State of Mississippi, and being more particularly described as follows; to-wit:

Being a part of the W1/2 of W1/2 of the SE1/4 of Section 10, Township 7 North, Range 2 East, Madison County, Mississippi, and described as follows:

Commence at an iron pin marking the SW Corner of the W1/2 of W1/2 of the SE1/4 of Section 10, Township 7 North, Range 2 East, Madison County, Mississippi and run thence North 00 degrees 11 minutes East 596.9 feet to an iron pin, the point of beginning; thence North 00 degrees 11 minutes East 148.0 feet to an iron pin; thence South 89 degrees 31 minutes East 294.4 feet to an iron pin; thence South 00 degrees 11 minutes West 148.0 feet to an iron pin; thence North 89 degrees 31 minutes West 294.4 feet to the point of beginning.

Taxes for the year 1977 are prorated between Grantor and Grantees as of this date, by estimation and will be adjusted to actual when ascertained as to amount.

This conveyance is subject to restrictive and protective covenants of record, zoning ordinances of the town of Madison and Madison County, Mississippi, rights-of-way and easements of record, and prior mineral reservations by predecessors in title.

The land and property herein conveyed does not now, nor has it ever constituted any part of Grantor's homestead.

WITNESS THE SIGNATURE OF GRANTOR, this the 13<sup>th</sup> day of June, 1977,

A. H. HARKINS BUILDING CONTRACTOR, INC.

BY:

A. H. Harkins  
A. H. HARKINS, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

BOOK 150 PAGE 837

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named A. H. HARKINS, President of A. H. Harkins Building Contractor, Inc., a Mississippi Corporation, on behalf of said corporation as its act and deed, signed, sealed and delivered the above and foregoing Warranty Deed on the day and in the year therein mentioned, after being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the 13<sup>th</sup> day of June, 1977.

Patricia B. Smith  
NOTARY PUBLIC

My Commission Expires:

2/2/81



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 15 day of June, 1977 at 9:00 o'clock A. M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 836 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

WARRANTY DEED

BOOK 150 PAGE 838

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 undersigned, GOLDCREST HOMES, INC., by these presents, does hereby sell, convey and warrant unto WALTER THEADORE HULICK and wife, BARBARA M. HULICK, as joint-tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in Madison County, Mississippi, described as follows, to-wit:

3076 INDEXED

Lot Three (3), of Gateway North, Part II (2), according to the map thereof which is of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at Page 44, reference to which is hereby made.

This conveyance and its warranty is subject only to exceptions, namely: (a) restrictive covenants, Book 396 Page 153, amended Book 409 Page 726; (b) prior severance one-half of all oil, gas and other minerals, Book 104 Page 374; (c) easement dated December 14, 1974, to Miss. Valley Gas Company, Book 94 Page 457; (d) 10 foot easement across East side of lot per subdivision plat; (e) ad valorem taxes for the present year, which have been prorated this date by estimation, and will be adjusted to actual when ascertained as to amount.

WITNESS the signature and seal of the Grantor hereto affixed this the 11th day of June, 1977.

GOLDCREST HOMES, INC.

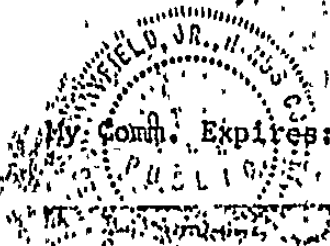
BY: Robert E. Germany  
Robert E. Germany, President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named Robert E. Germany, the President, of Goldcrest Homes, Inc., who acknowledged to me that he signed sealed and delivered the foregoing instrument for the purposes recited on the date therein set forth as the act and deed of said corporation, he being first duly authorized so to do.

GIVEN under my hand and the official seal of my office on this the 11th day of June, 1977.

Robert R. Maguire  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of June, 1977, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 838 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By Shashun D. C.

INDEXED

BOOK 150 PAGE 839  
TEXAS EASTERN LINE COUNTY MADISON No. 3079  
WA 64587 FCA 360.2 MUNICIPALITY (IF INSIDE)

RIGHT OF WAY INSTRUMENT

In consideration of One Dollar (\$1.00) cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY, its successors and assigns, the right to construct, maintain and operate electric power and/or communications lines and circuits over, on and under that certain land in the County of

MADISON, Mississippi, described as follows, to-wit:

A PART OF THE NE 1/4 & SE 1/4  
OF NW 1/4 SECTION 28, T-11-N, R5E

together with the right to cut and trim trees, shrubbery and undergrowth to the extent necessary to keep them clear of said circuits.

Grantee shall not enclose said right of way.

Should Grantee, or its successors, remove its facilities from said land and abandon said right of way, the right herein created in Grantee shall terminate.

WITNESS my/our signature, this the 15th day of APRIL, 1977

WITNESS  
Joe Crowder Jr

X Jeff Adams

STATE OF MISSISSIPPI  
COUNTY OF HOLMES

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named JOE CROWDER, JR, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named JEFF ADAMS

and whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and

Sworn to and subscribed before me, this the 15th day of APRIL, 1977

Joe Crowder Jr

My Commission Expires My Commission Expires August 20, 1979

Paul O'Kelly

(Official Seal)

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of June, 1977, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 152 on Page 832 in my office.

Witness my hand and seal of office, this the 21 of June, 1977

BILLY V. COOPER, Clerk

By [Signature] D.C.

INDEXED

BOOK 150 PAGE 840 Madison County, Mississippi

Electric Distribution LINE WA 66719 FCA 360.2 N 3080

RIGHT OF WAY INSTRUMENT

In consideration of \$ 1.00 cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we (acting personally and for and on behalf of our heirs, successors, and assigns and any other person claiming or to claim the property herein-after described, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY,

its successors and assigns (herein called "Grantee"), a right of way and easement 30 feet in width for the location construction, reconstruction, operation, maintenance, and removal of electric power and/or communications lines and circuits, including poles, towers, cross arms, insulators, wires, cables, hardware, transformers, switches, guy wires, anchors and all other equipment, structures, material and appliances, now or hereafter used, useful or desired in connection therewith, over, across, under, and on that land in the County of

Madison, Mississippi, described as follows, to-wit:

The center line of this right of way will be the pole line as built. The property is described as Lot 1 and Lot 2, Block A, of Baldwin Farms, a subdivision in Madison County, Mississippi, the plat of which is duly recorded in plat book 2, on page 135, in the office of the Chancery Clerk in Canton, Madison County, Mississippi, containing 10 acres, more or less, west of Highway 51 and north of Ridgeland Avenue, now in the town of Ridgeland, Madison County, Mississippi.

together with the right of ingress and egress to and from said right of way across the adjoining land of the Grantors, the passage of vehicles and equipment upon said right of way and the right to install and maintain guy wires and anchors beyond the limits of said right of way.

Grantee shall have the full right, without further compensation, to clear and keep clear said right of way, including the right to cut down, condition, treat or otherwise remove all trees, timber, undergrowth, and other obstruction. Grantee shall have the further right to cut down from time to time all trees that are tall enough to strike the wires in falling, where located beyond the limits of said right of way, (called "danger trees"). Payment for the first cutting of danger trees is included in the above consideration. Grantee shall pay to Grantor, or his successor in title, the reasonable market value of danger trees cut thereafter.

Grantors covenant that they will not construct or permit the construction of any house, barn, well or other structure or hazard on said right of way.

Unless otherwise herein specifically provided, the center line of the electric power line initially constructed on this right of way shall be the center line of said right of way.

Should Grantee, or its successors, remove its facilities from said land and abandon said right of way, the rights herein created in Grantee shall terminate, but with the right to remove therefrom all of Grantee's property thereon.

It is understood that Grantors shall have, at all times the right to use said right of way for any lawful purpose provided it does not interfere with the rights herein created in Grantee, and that Grantee will not enclose said right of way, and Grantor will use the best efforts to protect Grantee's property on said right of way.

WITNESS my/our signature, this the 27th day of May, 1927. WITNESSED: James H. Miller, Tray McPhail

STATE OF MISSISSIPPI } COUNTY OF Madison }

Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named Tray McPhail and [unclear] husband and wife, who acknowledged that [unclear] signed and delivered the foregoing instrument on the day and date therein mentioned.

Given under my hand and official seal, this the 27th day of May, 1927. [Signature] (Title) Mayor, Ridgeland, Ms.

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 15 day of June, 1927, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1927, Book No. 150 on Page 840 in my office. Witness my hand and seal of office, this the 21 of June, 1927. BILLY V. COOPER, Clerk By [Signature] D. C.



Form No. 359

R.O.W. DET.

INDEXED

BOOK 150 PAGE 841 Madison

County, Mississippi

Larry Fries 7.2 KV

LINE

WA

66722

FCA

360.2

N. 3081

### RIGHT OF WAY INSTRUMENT

In consideration of \$ 1.00 cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we (acting personally and for and on behalf of our heirs, successors, and assigns and any other person claiming or to claim the property herein-after described, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY,

its successors and assigns (herein called "Grantee") a right of way and easement 10 feet in width for the location, construction, reconstruction, operation, maintenance, and removal of electric power and/or communications lines and circuits, including poles, towers, cross arms, insulators, wires, cables, hardware, transformers, switches, guy wires, anchors and all other equipment, structures, material and appliances, now or hereafter used, useful or desired in connection therewith, over, across, under, and on that land in the County of

Madison

Mississippi, described as follows, to-wit:

A right of way and easement 10 feet in width along Grantor's north property line for the construction of an electric distribution line. Centerline of said line shall be located 3 feet south of Grantor's north property line as now staked and pointed out to Grantor. Grantor's property located in the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of the NW $\frac{1}{4}$  and the N $\frac{1}{2}$  of the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 11, Township 7, north, Range 2 east of Madison County

together with the right of ingress and egress to and from said right of way across the adjoining land of the Grantors, the passage of vehicles and equipment upon said right of way and the right to install and maintain guy wires and anchors beyond the limits of said right of way.

Grantee shall have the full right, without further compensation, to clear and keep clear said right of way, including the right to cut down, condition, treat or otherwise remove all trees, timber, undergrowth, and other obstruction. Grantee shall have the further right to cut down from time to time all trees that are tall enough to strike the wires in-falling, where located beyond the limits of said right of way, (called "danger trees"). Payment for the first cutting of danger trees is included in the above consideration. Grantee shall pay to Grantor, or his successor in title, the reasonable market value of danger trees cut thereafter.

Grantors covenant that they will not construct or permit the construction of any house, barn, well or other structure or hazard on said right of way.

Unless otherwise herein specifically provided, the center line of the electric power line initially constructed on this right of way shall be the center line of said right of way.

Should Grantee, or its successors, remove its facilities from said land and abandon said right of way, the rights herein created in Grantee shall terminate, but with the right to remove therefrom all of Grantee's property thereon.

It is understood that Grantors shall have, at all times the right to use said right of way for any lawful purpose provided it does not interfere with the rights herein created in Grantee, and that Grantee will not enclose said right of way, and Grantor will use the best efforts to protect Grantee's property on said right of way.

WITNESS my/our signature, this the 11 day of MAY, 1977

WITNESS: Richard K. Ashley Lawrence S. Fries  
Howard Wooten Beverly Fries

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named Richard Ashley

witnesses to the foregoing instrument, who being first duly sworn, depose and say that he saw the within named Lawrence S. Fries Beverly Fries

and

whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and Howard Wooten

Sworn to and subscribed before me, this the 27<sup>th</sup> day of May, 1977

My Commission Expires Sept. 30, 1978  
Matthew C. Lemley, Jr.  
Notary  
(Official Title)

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of June, 1977, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 152 on Page 84 in my office.

Witness my hand and seal of office, this the 21 of June, 1977

BILLY V. COOPER, Clerk

By [Signature] D. C.

Form No. 334

BOOK 150 PAGE 842

INDEXED

Electrical Distribution LINE COUNTY Madison

WA 68741 FCA 360.2 MUNICIPALITY (IF INSIDE) N/A

RIGHT OF WAY INSTRUMENT

NO. 3082

In consideration of One Dollar (\$1.00) cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY, its successors and assigns, the right to construct, maintain and operate electric power and/or communications lines and circuits over, on and under that certain land in the County of

Madison, Mississippi, described as follows, to-wit: Lying and being situated in the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 7 North, Range 1 East, Madison County, Mississippi.

together with the right to cut and trim trees, shrubbery and undergrowth to the extent necessary to keep them clear of said circuits.

Grantee shall not enclose said right of way.

Should Grantee, or its successors, remove its facilities from said land and abandon said right of way, the right herein created in Grantee shall terminate.

WITNESS my/our signature, this the 2 day of MAY, 1977

H. D. Edwards

Cecil M. Stewart

STATE OF MISSISSIPPI COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named H. D. Edwards, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposed and saith that he saw the within named Cecil M. Stewart

and whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and Lee Baker

Sworn to and subscribed before me, this the 3rd day of June, 1977

My Commission Expires Sept. 30, 1979

H. D. Edwards, Matthew C. Lemly, Jr., Notary (Official Title)

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of June, 1977, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 152 on Page 842 in my office.

Witness my hand and seal of office, this the 21 of June, 1977

BILLY V. COOPER, Clerk

By [Signature] D. C.

Electrical Distribution

BOOK 150 PAGE 843

INDEXED

LINE COUNTY Madison

WA 65531 FCA 300.2 MUNICIPALITY (IF INSIDE) N/A  
BA 77-1037

RIGHT OF WAY INSTRUMENT

No. 3083

In consideration of One Dollar (\$1.00) cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY, its successors and assigns, the right to construct, maintain and operate electric power and/or communications lines and circuits over, on and under that certain land in the County of

Madison, Mississippi, described as follows, to-wit: Lying and being situated in the Northwest 1/4 of the Northwest 1/4 of Section 4, Range 1 East, Township 7 North, Madison County, Mississippi.

together with the right to cut and trim trees, shrubbery and undergrowth to the extent necessary to keep them clear of said circuits.

Grantee shall not enclose said right of way.

Should Grantee, or its successors, remove its facilities from said land and abandon said right of way, the right herein created in Grantee shall terminate.

WITNESS my/our signature, this the 24<sup>th</sup> day of May 1977  
H. D. Edwards  
Jannie Johnson

STATE OF MISSISSIPPI  
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named H. D. Edwards, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named

Jannie H. Johnson

and

whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, the affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and

Lou Baker

Sworn to and subscribed before me, this the 3<sup>rd</sup> day of May 1977

My Commission Expires Sept. 30, 1979

H. D. Edwards  
Matthew C. Lemly Jr.  
Notary  
(Official Title)

STATE OF MISSISSIPPI, County of Madison

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of June, 1977, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 843 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By [Signature] D.C.

ELECTRIC DISTRIBUTION LINE

MADISON County, Mississippi  
WA 65530 FCA 310.2  
15.77-1047

### RIGHT OF WAY INSTRUMENT

In consideration of \$ 1.00 cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we (acting personally and for and on behalf of our heirs, successors, and assigns and any other person claiming or to claim the property herein-after described, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY,

its successors and assigns (herein called "Grantee"), a right of way and easement 20 feet in width for the location construction, reconstruction, operation, maintenance, and removal of electric power and/or communications lines and circuits, including poles, towers, cross arms, insulators, wires, cables, hardware, transformers, switches, guy wires, anchors and all other equipment, structures, material and appliances, now or hereafter used, useful or desired in connection therewith, over, across, under, and on that land in the County of

MADISON, Mississippi, described as follows, to-wit: LYING AND BEING SITUATED IN THE NW 1/4, NW 1/4, SEC. 35, R10, T9N, MADISON CO. MISSISSIPPI.

together with the right of ingress and egress to and from said right of way across the adjoining land of the Grantors, the passage of vehicles and equipment upon said right of way and the right to install and maintain guy wires and anchors beyond the limits of said right of way.

Grantee shall have the full right, without further compensation, to clear and keep clear said right of way, including the right to cut down, condition, treat or otherwise remove all trees, timber, undergrowth, and other obstruction. Grantee shall have the further right to cut down from time to time all trees that are tall enough to strike the wires in falling, where located beyond the limits of said right of way, (called "danger trees"). Payment for the first cutting of danger trees is included in the above consideration. Grantee shall pay to Grantor, or his successor in title, the reasonable market value of danger trees cut thereafter.

Grantors covenant that they will not construct or permit the construction of any house, barn, well or other structure or hazard on said right of way.

Unless otherwise herein specifically provided, the center line of the electric power line initially constructed on this right of way shall be the center line of said right of way.

Should Grantee, or its successors, remove its facilities from said land and abandon said right of way, the rights herein created in Grantee shall terminate, but with the right to remove therefrom all of Grantee's property thereon.

It is understood that Grantors shall have, at all times the right to use said right of way for any lawful purpose provided it does not interfere with the rights herein created in Grantee, and that Grantee will not enclose said right of way, and Grantor will use the best efforts to protect Grantee's property on said right of way.

WITNESS my/our signature this the 31st day of MAY, 1977  
Ruthie Smith Joe R. Rule

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named Ruthie Smith, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposed and saith that he saw the within named JOE R. RULE

and \_\_\_\_\_ whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and LEW BAKER

Sworn to and subscribed before me, this the 10th day of June, 1977  
Ruthie Smith  
Matthew C. Lemby, Jr.  
Notary  
(Official Title)

My Commission Expires Sept. 30, 1979

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of June, 1977, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 152 on Page 844 in my office.

Witness my hand and seal of office, this the 21 of June, 1977  
BILLY V. COOPER, Clerk  
By [Signature] D. C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 251 PAGE 845

INDEXED

NO. 3088

WARRANTY DEED

For and in consideration of Ten Dollars (10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and for the further consideration of the assumption and agreement to pay by the grantee herein of that certain indebtedness secured by a Deed of Trust dated September 28, 1973, and recorded in D/T Book 307, at page 447, which indebtedness the grantors represent and warrant to have a principal balance of \$8,342.16, we, CHARLES W. COWART and wife, ANNIE COWART, do hereby convey and warrant unto MICHAEL EDWIN MIZE the following described property lying and being situated in Madison County, Mississippi, to-wit:

Lot 6, LAKELAND ESTATES SUBDIVISION, part 1, a subdivision according to the plat or map thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat-Book 4, at page 26, reference to which is hereby made.

It is understood and agreed that taxes for the year 1977 shall be pro rated between the grantors and the grantee.

WITNESS OUR SIGNATURES this the 15 day of June, 1977.

Charles W. Cowart  
CHARLES W. COWART

Annie Cowart  
ANNIE COWART

THIS CONVEYANCE, together with the assumption of that certain indebtedness therein described, is hereby accepted.

Michael Edwin Mize  
MICHAEL EDWIN MIZE

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 150 PAGE 846

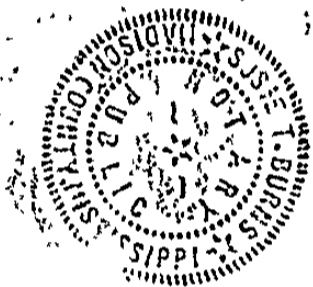
PERSONALLY appeared before me, the undersigned authority in and for the above mentioned jurisdiction, the within named CHARLES W. COWART and wife, ANNIE COWART, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal this the 15 day of June, 1977.

Jessie T. Burson  
Notary Public

My Commission Expires:

August 18, 1979.



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of June, 1977, at 3:45 o'clock P.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 846 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By B. Cooper D. C.

WARRANTY DEED

INDEXED

NO. 3091

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, receipt of which is hereby acknowledged, I, the undersigned, an officer of HERITAGE CORPORATION, known as HERITAGE CORPORATION OF AMERICA, a Mississippi Corporation qualified and doing business in Mississippi, do hereby convey and warrant unto BERNARD B. HUNT and MAXINE B. HUNT, husband and wife, 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:

Commencing at the SW corner of Section 19, T9N, R5E, which is the point of beginning, run S 89°30' E 300.0 feet, thence N 17°00' E 746.6 feet to the right of way line of a public road, thence along said right of way line northwesterly 200 feet, more or less, to an iron pin, thence S 25°30' W 752.7 feet, thence N 89°30' W 100.0 feet, thence S 00°30' W 200.0 feet to the point of beginning, containing 4.30 acres, more or less, and situated in Section 19, T9N, R5E, Madison County, Mississippi.

This conveyance contains 4.30 acres, more or less, of an original 183.13 acres, more or less, of which 7.19 acres, more or less, is a public road running through the property, conveyed by H. D. Guion, et al., to Heritage Corporation, known as Heritage Corporation of America, on July 6, 1972, by Warranty Deed recorded in the land records of Madison County, Mississippi, in Book 338, at Page 675.

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

There is excepted from this conveyance all encumbrances and liens of record.

IN TESTIMONY WHEREOF, witness the signature of the Grantor, this the 14 day of June, 1977.

  
GEORGE JACOBS, VICE PRESIDENT  
HERITAGE CORPORATION OF AMERICA

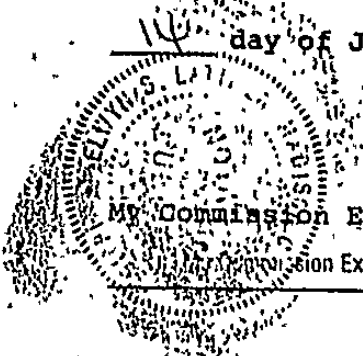
STATE OF MISSISSIPPI

COUNTY OF ~~HERNANDO~~ MADISON

BOOK 150 PAGE 848

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, GEORGE JACOBS, Vice President of the above named HERITAGE CORPORATION, known as HERITAGE CORPORATION OF AMERICA, a corporation, who acknowledged that for and on behalf of said corporation, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14 day of June, 1977.



Edwin J. Gattner  
NOTARY PUBLIC

My Commission Expires:  
Aug. 6, 1980

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 15 day of June, 1977, at 3:30 o'clock P. M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 847 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

Billy V. Cooper, Clerk

By [Signature] D. C.



INDEXED

EASEMENT

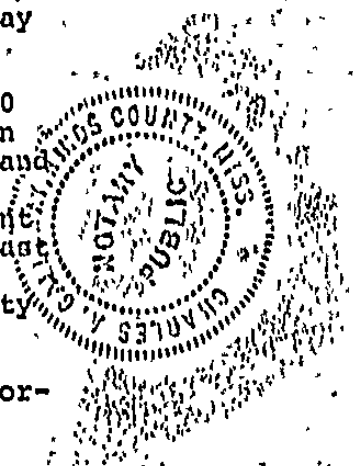
BOOK 150 PAGE 849

2082

In consideration of the sum of One Dollar (\$1.00) paid, the receipt of which is hereby acknowledged, I, the undersigned J. S. HARRIS, JR., hereby sell, convey and warrant unto the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, an irrevocable and perpetual easement over and across the hereinafter described property for the purpose of permitting the City of Jackson to construct and maintain thereon a sanitary sewer:

A parcel of property situated in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 8, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a point on the West right of way line of U. S. Highway No. 51 and the undersigned's east property line, that is located 67.00 feet, more or less, South 24 degrees 10 minutes West of the centerline of County Barn Road, as said street is dedicated, laid out and in use, and being the point of beginning of the centerline of a 15-foot permanent easement, and run thence North 01 degrees 44 minutes East for a distance of 279.22 feet, more or less, to a point on the undersigned's north property line and being the point of terminus of the centerline of a 15-foot permanent easement, all as depicted by the plat attached and incorporated herein by reference.



There is also conveyed herewith a temporary construction easement as shown on the attached plat prepared by Engineering Service, and made a part of this description. This construction easement will terminate immediately upon the completion of the construction of the said sanitary sewer across the property herein described.

As a further consideration for the execution of this instrument, Grantee agrees to pay Grantor the sum of Five Hundred Twenty-Five Dollars (\$525.00) for damages to the remainder of my property occasioned by the construction and maintenance of the said sewer line.

BOOK 150 PAGE 850

Grantor specifically reserves all surface rights to the property herein described and reserves the right to use the surface and to construct and maintain improvements thereon as long as said use does not impair or curtail unreasonably the right of the Grantee to maintain, repair and service the sewer line constructed on the property described herein. This reservation of right shall include the right to pave or place a "hard surface" over and across the property herein described.

WITNESS my signature this, the 14 day of June 1977.

J. S. Harris, Jr.  
J. S. HARRIS, JR.

STATE OF MISSISSIPPI  
COUNTY OF Hinds ~~MADISON~~

Personally came and appeared before me, the undersigned authority within and for the jurisdiction aforesaid, the within named J. S. HARRIS, JR., who acknowledged to me that he signed and delivered the above and foregoing Easement on the day and in the year therein mentioned.

GIVEN under my hand and official seal this, the 14 day of June 1977.

Charles D. Sullaway, Jr.  
NOTARY PUBLIC

My Commission Expires:

March 14, 1980



MADISON COUNTY

T1N-R2E  
MADISON, CO. MISS.

BOOK 150 PAGE 851

15' PERMANENT EASEMENT

J. S. HARRIS, JR.

TEMP. CONSTR. EASEMENT  
N 01° 14' E - 279.22'

E COUNTY BARN RD

WEST ROW LINE - US HWY 51

PLAT FOR  
SANITARY SEWER EASEMENT  
CITY OF JACKSON PROJECT # 182.5D

OWNER

J. S. HARRIS, Jr.

BY

ENGINEERING SERVICE - JACKSON, MISSISSIPPI

100 0 100 200  
SCALE IN FEET

REVISED PLAT - OWNERSHIP CHANGE

3/77

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for record in my office this 15 day of June, 1977, at 8:00 o'clock P. M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 849 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By Shelby D. C.

INDEXED

EASEMENT

BOOK 150 PAGE 852

3093

In consideration of the sum of One Dollar (\$1.00) paid, the receipt of which is hereby acknowledged, we, the undersigned ROBERT C. LARSON and JUDITH ANN LARSON, hereby sell, convey and warrant unto the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, an irrevocable and perpetual easement over and across the hereinafter described property for the purpose of permitting the City of Jackson to construct and maintain thereon a sanitary sewer:

A parcel of property situated in the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 8, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a point on the undersigned's south property line that is located 667 feet more or less west of and 795.4 feet more or less north of the southeast corner of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of said Section 8 and run thence North 67 degrees West for a distance of 24 feet more or less to the true point of beginning of the centerline of a 15-foot sanitary sewer easement; thence run North 00 degree 53 minutes East for a distance of 150 feet to a point on the undersigned's north property line that is located 20 feet more or less South 88 degrees 30 minutes West of the undersigned's northeast property corner and also being the point of terminus of the centerline of the 15-foot permanent easement herein described, all as depicted by the plat attached and incorporated herein by reference.

There is also conveyed herewith a temporary construction easement as shown on the attached plat prepared by Engineering Service, and made a part of this description. This construction easement will terminate immediately upon the completion of the construction of the said sanitary sewer across the property herein described.

As a further consideration for the execution of this instrument, Grantee agrees to pay Grantors the sum of One Hundred Fifty Dollars (\$150.00) for damages to the remainder of our

property occasioned by the construction and maintenance of the said sewer line.

Grantors specifically reserve all surface rights to the property herein described and reserve the right to use the surface and to construct and maintain improvements thereon as long as said use does not impair or curtail unreasonably the right of the Grantee to maintain, repair and service the sewer line constructed on the property described herein. This reservation of right shall include the right to pave or place a "hard surface" over and across the property herein described.

WITNESS our signatures, this the 21st day of May, 1977.

Robert C. Larson  
ROBERT C. LARSON

Judith Ann Larson  
JUDITH ANN LARSON

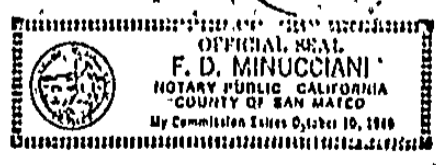
STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

Personally came and appeared before me, the undersigned authority within and for the jurisdiction aforesaid, the within named ROBERT C. LARSON and JUDITH ANN LARSON, who acknowledged to me that they signed and delivered the above and foregoing Easement on the day and in the year therein mentioned,

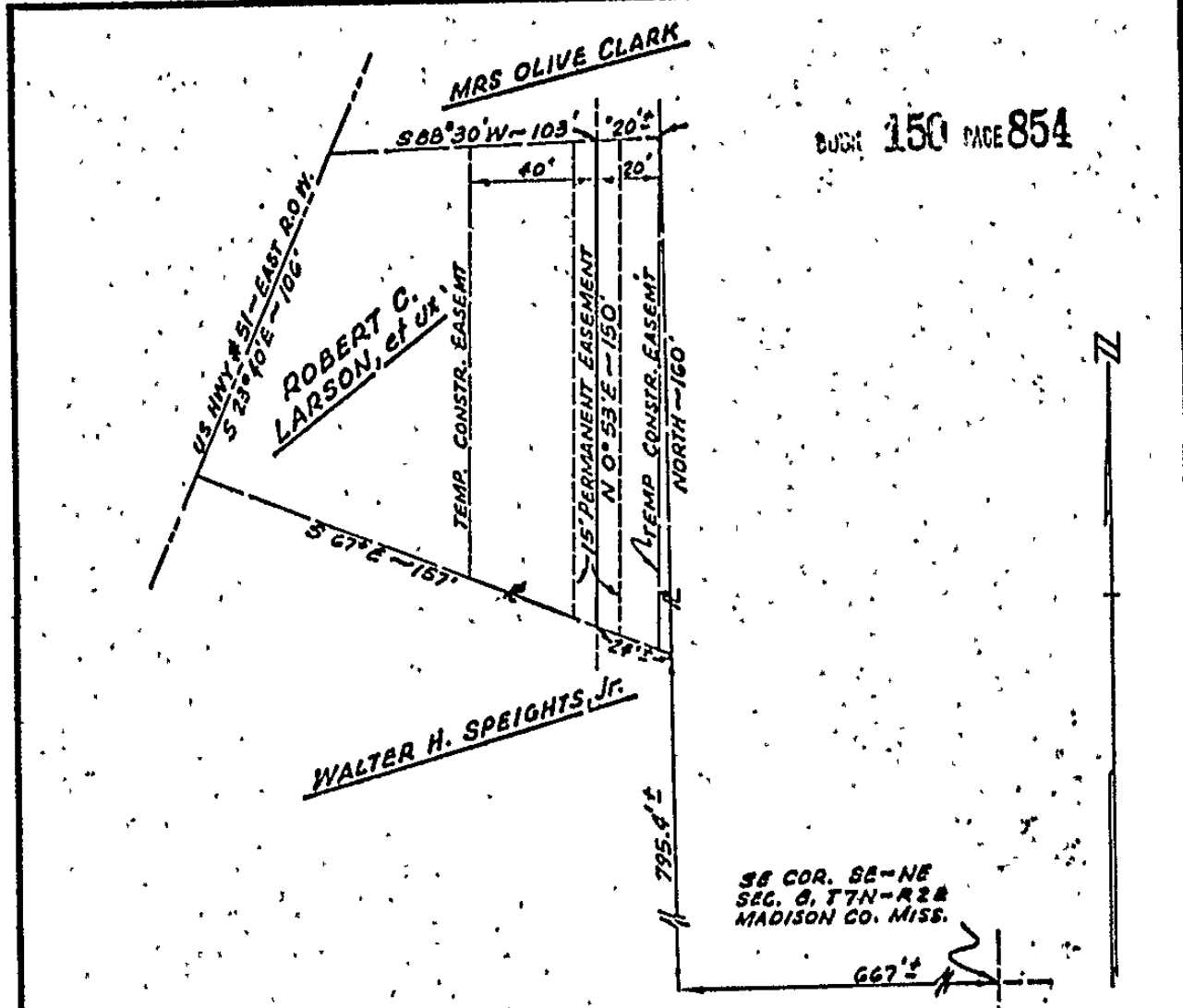
GIVEN under my hand and official seal, this the 21st day of May, 1977.

F. D. Minucciani  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_



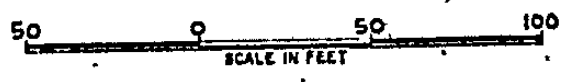
BOOK 150 PAGE 854



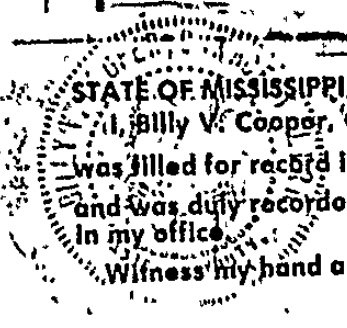
PLAT FOR  
 SANITARY SEWER EASEMENT  
 CITY OF JACKSON PROJECT #182.5  
 OWNER

**ROBERT C. LARSON, et ux**

BY  
 ENGINEERING SERVICE — JACKSON, MISSISSIPPI



3/77



STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument  
 was filed for record in my office this 15 day of June, 1927, at 3:30 o'clock P.M.,  
 and was duly recorded on the 21 day of June, 1927, Book No. 152 on Page 852  
 in my office.  
 Witness my hand and seal of office, this the 21 of June, 1927.

By Billy V. Cooper, Clerk D. C.

for Release See Book  
150 page 181  
Billy V. Cooper &  
by R. R. Ralston

INDEXED

EASEMENT

BOOK 150 PAGE 855

NO. 3094

In consideration of the sum of One Dollar (\$1.00) paid, the receipt of which is hereby acknowledged, MADISON HILLS FARMS, INC., a corporation of the State of Mississippi, hereby sells, conveys and warrants unto THE CITY OF JACKSON, MISSISSIPPI, a municipal corporation, an irrevocable and perpetual easement over and across the hereinafter described property for the purpose of permitting the City of Jackson to construct and maintain thereon a sanitary sewer:

A parcel of property situated in the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 7, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a point on the undersigned's south property line that is located 581 feet more or less east of and 30 feet more or less north of the southwest corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 7 and run thence North 00 degrees 31 minutes West for a distance of 1 (one) foot; thence run North 60 degrees 15 minutes West for a distance of 265 feet; thence run North 31 degrees 13 minutes West for a distance of 403 feet; thence run North 19 degrees 40 minutes West for a distance of 339 feet; thence run North 01 degree 45 minutes East for a distance of 517 feet to a point on the undersigned's north property line located 43 feet more or less east of the northwest corner of the aforesaid quarter quarter section and the point of terminus of the centerline of a 20-foot perpetual easement, all as depicted by the plat attached and incorporated herein by reference.

There is also conveyed herewith a temporary construction easement as shown by the attached plat prepared by Engineering Service, and made a part of this description. This construction easement will terminate immediately upon the completion of the construction of the said sanitary sewer across the property herein described.

BOOK 150 PAGE 856

As a further consideration for the execution of this instrument, Grantee agrees to pay Grantor the sum of One Thousand Five Hundred Twenty-Five Dollars (\$1,525.00) for damages to the remainder of our property occasioned by the construction and maintenance of the said sewer line.

As a further consideration for your granting this Easement, the City agrees to provide sanitary sewer stubouts from manholes with the understanding that the Grantor herein will pay the cost for the actual physical connection thereto.

Grantor specifically reserves all surface rights to the property herein described and reserves the right to use the surface and to construct and maintain improvements thereon as long as said use does not impair or curtail unreasonably, the right of the Grantee to maintain, repair and service the sewer line constructed on the property described herein. This reservation of right shall include the right to pave or place a "hard surface" over and across the property herein described.

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

MADISON HILLS FARMS, INC.

APPROVED BY:

Alice C. Hamil  
Secretary & Treasurer

By:

H. C. Bailey  
Chairman of Board

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority within and for the jurisdiction aforesaid, the within named H. C. BAILEY and ALICE C. HAMIL, who are Chairman of Board and Secretary & Treasurer, respectively of MADISON HILLS FARMS, INC., who acknowledged that as such officers, they



signed and delivered the above and foregoing Easement on the day and in the year therein mentioned, they having been duly authorized so to do.

GIVEN under my hand and official seal, this the

8th day of June, 1977.

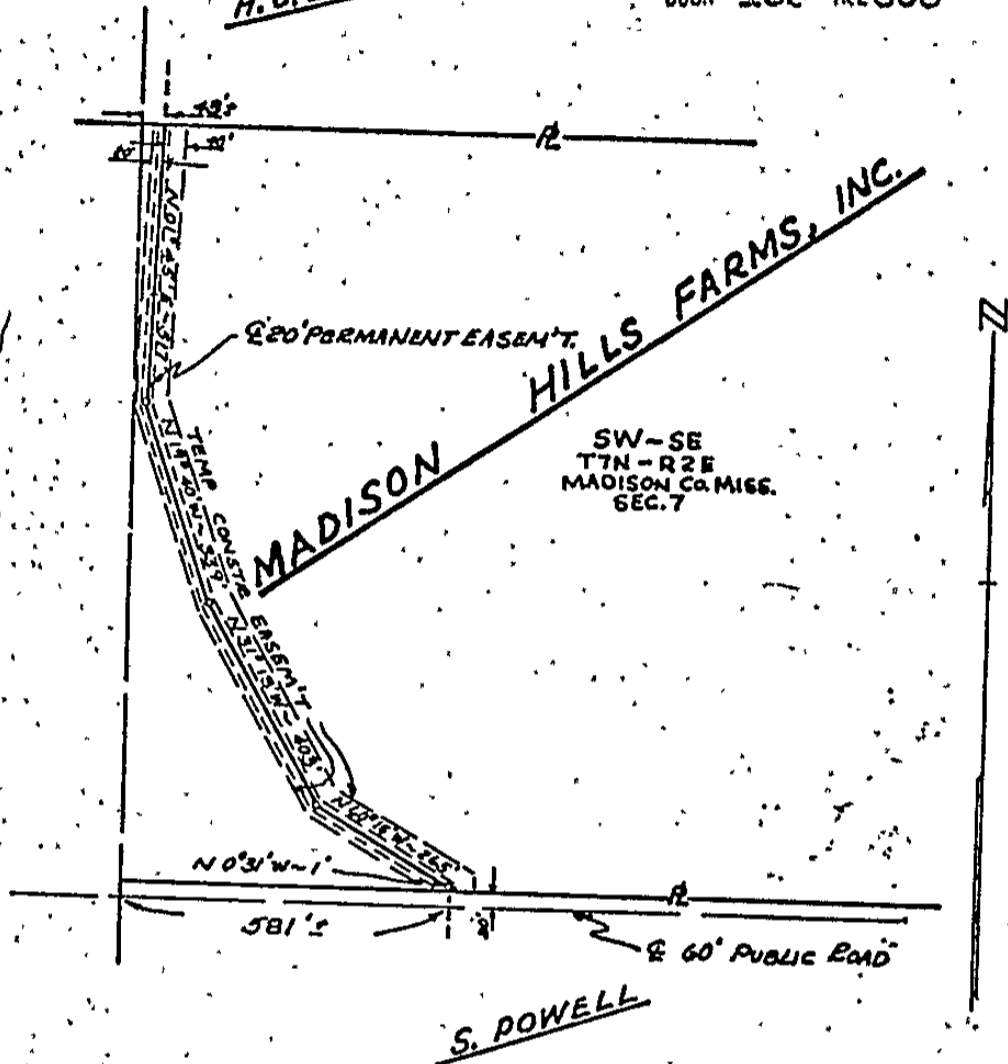


*Lucille Brown*  
NOTARY PUBLIC

My Commission Expires: Oct. 31, 1978

H. C. BAILEY, et al

BOOK 150 PAGE 858



PLAT FOR  
SANITARY SEWER EASEMENT  
CITY OF JACKSON PROJECT #182.5C

OWNER  
**MADISON HILLS FARMS, INC.**

BY  
ENGINEERING SERVICE — JACKSON, MISSISSIPPI



REV. 4/77

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 15 day of June, 1927, at 3:30 o'clock P. M., and was duly recorded on the 21 day of July, 1927, Book No. 150 on Page 855 in my office.

Witness my hand and seal of office, this the 21 of June, 1927.

BILLY V. COOPER, Clerk

By [Signature], D. C.

*For Release See Book  
150 page 183.  
Billy G. Casper  
by A. Roberts, et al*

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EASEMENT

BOOK 150 PAGE 859

NO. 3095

In consideration of the sum of One Dollar (\$1.00) paid, the receipt of which is hereby acknowledged, I, the undersigned H. C. BAILEY, hereby sells, conveys and warrant unto the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, an irrevocable and perpetual easement over and across the hereinafter described property for the purpose of permitting the City of Jackson to construct and maintain thereon a sanitary sewer:

A parcel of property situated in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ ; the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the S $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 7, Township 7 North, Range 2 East, Madison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a point on the undersigned's South property line that is located 43 feet more or less east of the southwest corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 7 and thence run North 01 degree 45 minutes East for a distance of 228 feet; thence run North 02 degrees 25 minutes West for a distance of 773 feet; thence run North 34 degrees 37 minutes West for a distance of 339 feet; thence run North 88 degrees 17 minutes West for a distance of 443 feet; thence run North 65 degrees 55 minutes West for a distance of 670 feet; thence run North 84 degrees 39 minutes West for a distance of 224 feet; thence run North 55 degrees 19 minutes West for a distance of 10 feet to a point on the east right-of-way line of Interstate Highway #55 at Highway Station 273+21; thence continue to run North 55 degrees 19 minutes west to a point on the west right-of-way line of said Interstate, and from said point run North 55 degrees 19 minutes West for a distance of 40 feet to the point of terminus of the centerline of a 20-foot perpetual easement, all as depicted by the plat attached and incorporated herein by reference.

LESS AND EXCEPT: that portion of the hereinabove described property subject to Interstate Highway #55 right-of-way.

There is also conveyed herewith a temporary construction easement as shown on the attached plat prepared by Engineering

Service, and made a part of this description. This construction easement will terminate immediately upon the completion of the construction of the said sanitary sewer across and property herein described.

As a further consideration for the execution of this instrument, Grantee agrees to pay Grantor the sum of Two Thousand Seven Hundred Seventeen Dollars (\$2,717.00) for damages to the remainder of my property occasioned by the construction and maintenance of the said sewer line.

As a further consideration for your granting this Easement, the City agrees to provide sanitary sewer stubouts from manholes with the understanding that the Grantor herein will pay the cost for the actual physical connection thereto.

Grantor specifically reserves all surface rights to the property herein described and reserves the right to use the surface and to construct and maintain improvements thereon as long as said use does not impair or curtail unreasonably the right of the Grantee to maintain, repair and service the sewer line constructed on the property described herein. This reservation of right shall include the right to pave or place a "hard surface" over and across the property herein described.

WITNESS my signature, this the 8th day of June, 1977.

  
H. C. BAILEY

BOOK 150 PAGE 861

STATE OF MISSISSIPPI:               : ss.  
COUNTY OF HINDS                :

Personally came and appeared before me, the undersigned authority within and for the jurisdiction aforesaid, the within named H. C. Bailey, who acknowledged to me that he signed and delivered the above and foregoing Easement on the ~~day~~ and in the year therein mentioned.

GIVEN under my hand and official seal, this the 8th day of June, 1977.

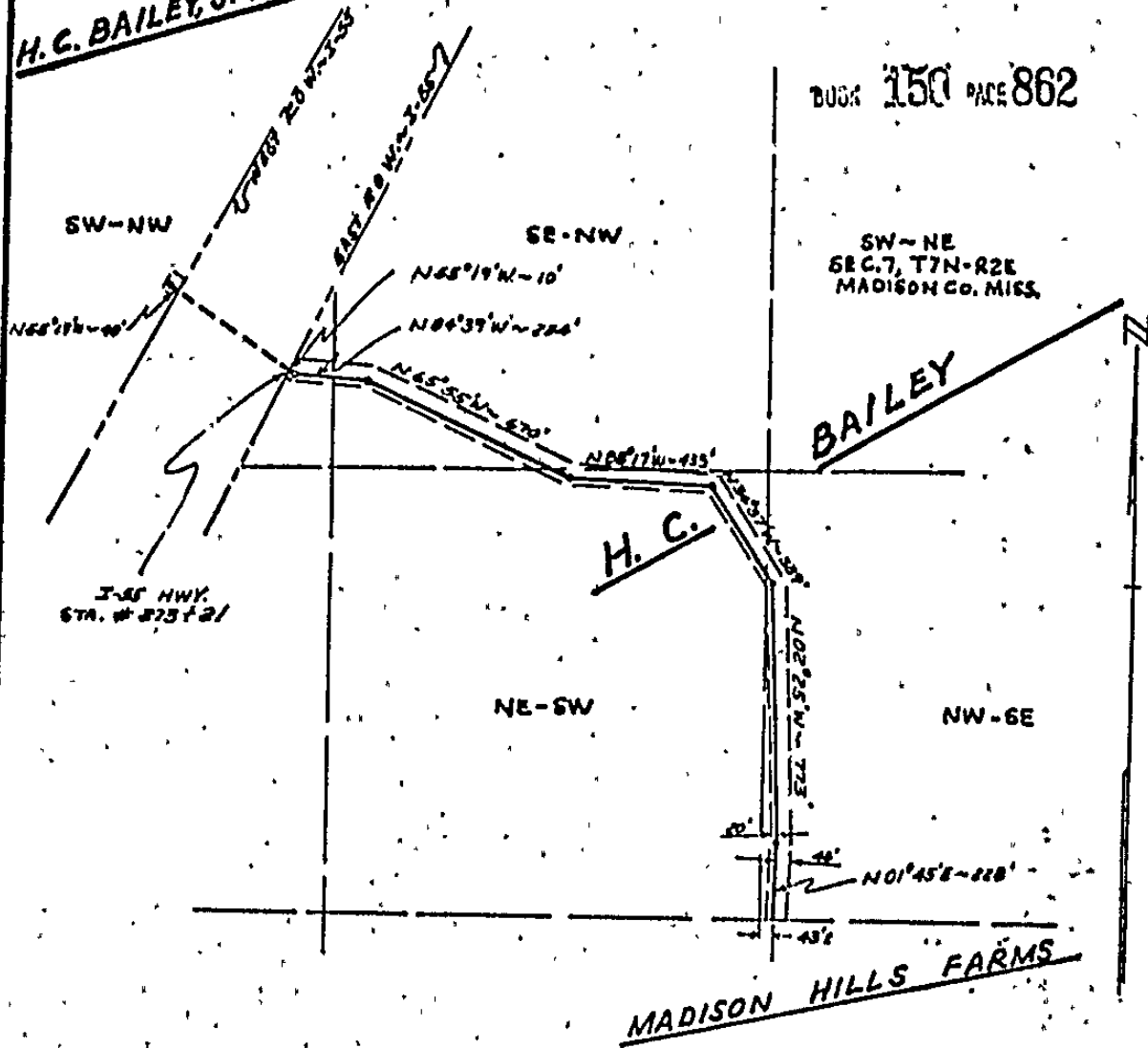


Lucille Brown  
NOTARY PUBLIC

COMMISSION EXPIRES:  
My Commission Expires Oct. 31, 1978

H. C. BAILEY, Jr. et al

BOOK 150 PAGE 862



PLAT FOR  
SANITARY SEWER EASEMENT  
CITY OF JACKSON PROJECT # 182.5C  
OWNER

H. C. BAILEY

BY  
ENGINEERING SERVICE — JACKSON, MISSISSIPPI



Rev. 4/77

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of June, 1927, at 3:30 o'clock P. M., and was duly recorded on the 21 day of June, 1927, Book No. 150 on Page 855 in my office.

Witness my hand and seal of office, this the 21 of June, 1927.

BILLY V. COOPER, Clerk

By [Signature] D. C.

WARRANTY DEED

BOOK 150 PAGE 863

INDEXED

NO. 3096

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, FUTURE JONES, do hereby sell, convey and warrant unto C. H. GALLOWAY, JR., the following described real property lying and being situated in Madison County, Mississippi and described as follows, to-wit:

NW 1/4 NW 1/4 Section 34; and 30 acres off of the East side of the NE 1/4 NE 1/4 Section 33, and all being situated in Township 10 North, Range 4 East, Madison County, Mississippi, containing 70 acres, more or less.

The warranty herein is made subject to the following exceptions:

- 1. Ad valorem taxes for the year 1977 which are to be paid 1/3 by the Grantor and 2/3 by the Grantee.
- 2. Zoning and sub-division regulation ordinance of Madison County, Mississippi.
- 3. The reservation of an undivided 3/4ths interest in and to the oil, gas and minerals as reserved by prior owners of record.

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

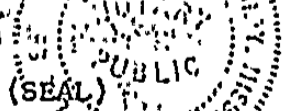
WITNESS MY SIGNATURE this 15 day of June, 1977.

[Signature]  
Future Jones

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

Given under my hand and official seal on this 15 day of June, 1977.



[Signature]  
Notary Public

My commission expires: [Signature]

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of June, 1977, at 4:30 o'clock P.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 863 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

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

WARRANTY DEED

BOOK: 150 PAGE: 864

INDEXED

MS. 3099

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, JACK D. GLEASON and wife, MARY J. GLEASON, do hereby grant, bargain, sell, convey and warrant unto ROBERT EVANS WILLIFORD and wife, VIRGINIA E. WILLIFORD, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A certain parcel of land being situated in the Southeast 1/4 of Section 4, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 4; run thence West along the South line of the aforementioned Section 4 a distance of 1073.10 feet; run thence North a distance of 957.45 feet to the POINT OF BEGINNING; run thence North 05 degrees 02 minutes East a distance of 134.54 feet to a point on an old fence line; run thence North 48 degrees 07 minutes West along said old fence line a distance of 23.56 feet; run thence North 17 degrees 19 minutes East along said old fence line a distance of 398.96 feet; thence leaving the aforementioned old fence line run thence South 68 degrees 20 minutes East a distance of 302.55 feet to the West right of way line of a paved county road; run thence along said West right of way of said paved county road the following bearings and distances; South 59 degrees 23 minutes West a distance of 198.89 feet; thence South 32 degrees 20 minutes West a distance of 181.74 feet; thence South 15 degrees 34 minutes West a distance of 124.23 feet; thence South 31 degrees 21 minutes West a distance of 51.83 feet; thence leaving the aforementioned paved county road right of way run North 89 degrees 55 minutes West a distance of 65.35 feet to the POINT OF BEGINNING containing 81,689.56 square feet or 1.8753 acres.

This conveyance is subject to all easements, restrictions and covenants of record and to the reservation of oil, gas and mineral rights by predecessors in title as shown of record.



Taxes for the year 1977 will be prorated as of the date of this conveyance.

WITNESS OUR SIGNATURES this the 15<sup>th</sup> day of June 1977.

Jack D. Gleason  
JACK D. GLEASON

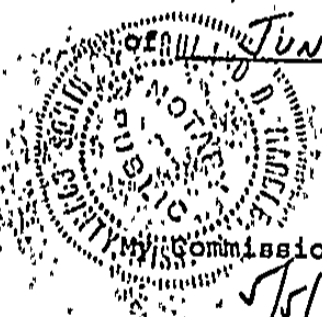
Mary J. Gleason  
MARY J. GLEASON

STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JACK D. GLEASON and wife, MARY J. GLEASON, who acknowledged before me that they signed, executed and delivered the foregoing Warranty Deed on the day and date therein mentioned as their own free and voluntary act and deed.

GIVEN under my hand and official seal this the 15<sup>th</sup> day of June, 1977.



Calam S. Mohr  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 16 day of June, 1977, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 864 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

157  
865

STATE OF MISSISSIPPI  
COUNTY OF MADISON

INDEXED

NO 3102

BOOK 150 PAGE 866

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, James E. Ford and A. W. Greer do hereby sell, convey, and warrant unto James F. Shaw

\_\_\_\_\_ , the following described land and property situated in Madison County, Mississippi, more particularly described as follows, to-wit:


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

Beginning at the southeast corner of said Section 6 and run thence North 2671.12 feet; thence North 70 degrees 48 minutes 30 seconds West, 97.2 feet; thence North 64 degrees 01 minutes 30 seconds West, 160 feet; thence North 77 degrees 56 minutes 30 seconds West, 135 feet; thence South 70 degrees 43 minutes 30 seconds West, 100 feet; thence South 65 degrees 43 minutes 30 seconds West, 100 feet; thence South 75 degrees 23 minutes 30 seconds West, 70 feet to the southeast corner and the point of beginning of the within described parcel; thence North 7 degrees 36 minutes 30 seconds West, 86 feet to the northeast corner of the within described parcel; thence South 82 degrees 03 minutes 30 seconds West, 88 feet to the northwest corner of the within described parcel; thence South 7 degrees 56 minutes 30 seconds East, 282.37 feet; thence South 29 degrees 05 minutes 30 seconds East, 45 feet to the southwest corner of the within described parcel; thence North 11 degrees 43 minutes 30 seconds East, 255.4 feet to the point of beginning.

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

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantors agree to pay 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 MY SIGNATURE this the 1st day of April, 1977.

  
\_\_\_\_\_  
JAMES E. FORD

  
\_\_\_\_\_  
A. W. GREER

188-101-887

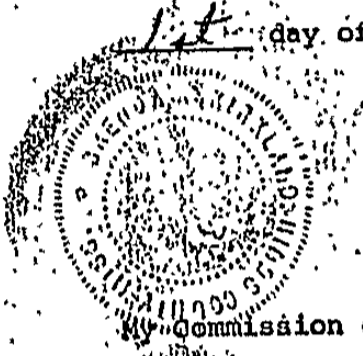
STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned Notary Public in and for said county, the within named James E. Ford and A. W. Greer, who acknowledged that they signed and delivered the within and foregoing instruments on the day and year therein mentioned.

Book: 150 Page: 868

GIVEN under my hand and official seal of office, this the 1st day of April, 1977.



Brenda K. Kirkland  
NOTARY PUBLIC

My Commission expires:  
12-18-77

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 16 day of June, 1977, at 9:00 o'clock A. M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 266 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

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

INDEXED  
NO. 3103

FOR AND IN CONSIDERATION OF THE SUM of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, LLOYD BURTON, INC., a Mississippi Corporation does hereby sell, convey and warrant unto JAMES LEON HUDGENS and wife, PATRICIA L. HUDGENS as joint tenants with full right of survivorship and not as tenants in common the land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot 73, LAKELAND ESTATES, Part 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 4 at page 27, 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 all applicable building restrictions, restrictive covenants, easements and mineral reservations of record.

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

WITNESS THE SIGNATURE of the Grantor, this the 8th day of June, 1977.

LLOYD BURTON, INC.

BY: Lloyd Burton  
Lloyd Burton, President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, Lloyd Burton, President of Lloyd Burton, Inc., a Mississippi Corporation, who acknowledged to me that he is President of said corporation and that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned for and on behalf of said corporation, first being duly authorized so to do by said corporation.

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

My Commission Expires:

My Commission Expires June 26, 1978

J. L. A. [Signature]  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 16 day of June, 1977, at 9:00 o'clock A. M., and was duly recorded on the 21 day of June, 1977, Book No. 152 on Page 869 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By: [Signature]

D. C.

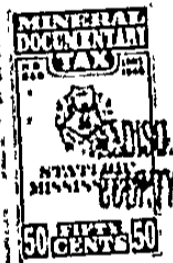
BOOK 150 PAGE 870  
WARRANTY DEED

INDEXED  
NO. 3205

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, J. S. HARRIS, JR., Grantor, do hereby convey and forever warrant unto PERRY PRIDE and wife, LINDA PRIDE, Grantees, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Being situated in Lot 13, Block 10 of Ella Lee's Addition to the Town of Madison as recorded in Plat Book 1 at page 8 of the Chancery records of Madison County, Mississippi, said property is also in NE $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 8, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at an iron pin marking the intersection of the East R.O.W. line of the Illinois Central Railroad with the apparent North boundary of Section 8, Township 7 North, Range 2 East and run South 89 degrees 53 minutes East along the apparent North boundary of said Section 8, 794.5 feet to an iron bar marking the NW corner of and the point of beginning for the property herein described; continue thence South 89 degrees 53 minutes East along the apparent North boundary of Section 8, 196.99 feet to an iron bar on the west R.O.W. line of a county road; run thence South 1 degree 35 minutes West, along the West R.O.W. line of said road 106.28 feet to an iron bar; run thence North 89 degrees 53 minutes West 215.97 feet to an iron bar; run thence North 11 degrees 40 minutes East, 108.44 feet to the point of beginning, containing 0.50 acres, more or less



SUBJECT ONLY to the following exceptions, to-wit:

1. County of Madison, Town of Madison and State of Mississippi ad valorem taxes for the year 1977, which shall be prorated as follows: Grantor 1/2 Grantees 1/2

Book 150 Page 870 1/2

2. Town of Madison, Mississippi, Zoning Ordinance, as amended.

3. The Grantor herein reserves an undivided 1/2 interest in and to all oil, gas and other minerals lying in, on and under the subject property.

Janie C. Harris joins in the execution of this warranty deed to convey her homestead interest in the subject property.

WITNESS OUR SIGNATURES on this the 13<sup>th</sup> day of JUNE, 1977.

J. S. Harris, Jr.  
J. S. Harris, Jr.

Janie C. Harris  
Janie C. Harris

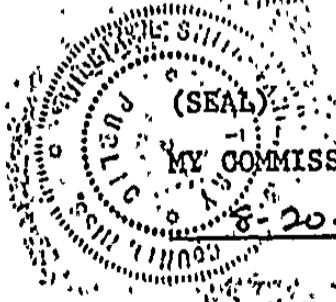
STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, J. S. HARRIS, JR., and JANIE C. HARRIS who acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 13<sup>th</sup> day of JUNE, 1977.

William S. Smith-Van  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 16 day of June, 1977, at 9:40 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 870 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

QUITCLAIM DEED

BOOK 151 PAGE 871

INDEXED  
NO. 3206

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, BERA DENSON, Grantor, do hereby remise, release, convey and forever quitclaim unto J. S. HARRIS, JR., and wife, JANIE C. HARRIS, as joint tenants with full right of survivorship and not as tenants in common, Grantees, 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 of the following described property which lies west of the west line of a county public road as same is now laid out:

Nine (9) acres off of the East side of the NE $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 34, Township 8 North, Range 2 East and 4 $\frac{1}{2}$  acres off the east side of the N $\frac{1}{4}$  SE $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 34, Township 8 North, Range 2 East, all being situated in Madison County, Mississippi

IT IS THE INTENTION of the Grantor herein to convey only that small parcel of land within the above described property which is located west of the public road, which strip has been in possession of J. S. Harris and Janie Lee C. Harris and predecessors in title of the adjoining property, Robert A. Brown and Madeline Beasley Brown for more than 30 years.

WITNESS MY SIGNATURE on the 26 day of May, 1977.

Bera Denson  
Bera Denson

by Chuggler



STATE OF Miss  
COUNTY OF Hinds

BOOK 150 PAGE 872

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

GIVEN UNDER MY HAND and official seal on this the 26 day of May, 1977.



Demeter Hendrick  
Notary Public

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 16 day of June, 1977, at 9:45 o'clock A. M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 871 in my office.  
Witness my hand and seal of office, this the 21 of June, 1977.  
By Billy V. Cooper, Clerk  
By [Signature], D.C.

BOOK 315 PAGE 873  
WARRANTY DEED

INDEXED  
N. 3113

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, SID HERRING REAL ESTATES, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto WILLIAM D. GARRETT and wife, ELIZABETH A. GARRETT, 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 Twenty-Seven (27), LAKE LORMAN, PART TWO (2), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 4 at Page 30 thereof, reference to which map or plat is here made in aid of and as a part of this description.

And for the same consideration aforementioned, there is also conveyed and granted unto the grantees named above, and unto grantees' successors in title, a non-exclusive, perpetual and irrevocable easement for the use of the surface of Lake Lorman situated in Section 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating, swimming and water sports, subject to the terms, conditions and covenants contained in that certain instrument executed by Piedmont, Inc., recorded in Book 315 at Page 431 in the office of the Chancery Clerk of Madison County, Mississippi.

And for the same consideration aforementioned, the undersigned does hereby grant and convey unto the aforementioned grantees and unto grantees' successors in title, a non-exclusive, perpetual and irrevocable easement over and across those certain areas forty feet in width designated "reserved for private drive" on the plat of said subdivision for purposes of ingress and egress to and from the public road at the extremity of said private drive. And this conveyance is made subject to the provisions of that certain covenant from Grantor herein to Madison County, Mississippi, relative to said private drive or road recorded in the office of the Chancery Clerk of said County in Book 305, at page 248 thereof.

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

Grantor does hereby grant and convey unto Grantees and unto Grantees' successors in title a non-exclusive, perpetual and irrevocable easement over and across all of that land lying between the front lot line of said lot and the water line of Lake Lorman as it exists from time to time (and bounded on either side by the side lot lines of said lot extended) for ingress and egress to the waters of said lake.

There is excepted from the warranty of this conveyance and this conveyance is made subject to all of those certain protective and restrictive covenants executed by Piedmont, Inc. and of record in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 315, at Page 431 thereof, as well as any zoning ordinances of Madison County, Mississippi, affecting said property.

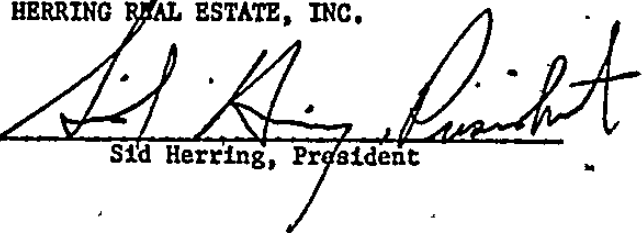
The Grantees herein do by the acceptance of this deed covenant for himself and for his successors in title with the Grantor herein and its successors in title to the other lots in said five subdivisions that so long as the aforementioned protective covenants remain in force no building shall be located on the lot hereby conveyed nearer than 50 feet to the front lot line of said lot, nor shall any dwelling be permitted on the lot hereby conveyed, the ground floor area of which dwelling, exclusive of one story open porches shall be less than 900 square feet. The lot line of said lot nearest to or abutting the water line of Lake Lorman shall always be considered the front lot line of said lot; and any residence constructed on said lot shall be so constructed as to front or face the main body of Lake Lorman.

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

WITNESS THE SIGNATURE of the Grantor herein, this the 16<sup>th</sup> day of June, 1977.

SID HERRING REAL ESTATE, INC.

BY:

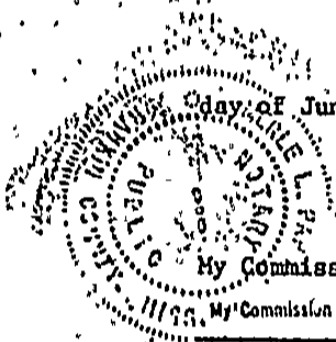
  
Sid Herring, President

BOOK 150 PAGE 875

STATE OF MISSISSIPPI  
COUNTY OF HINDS.

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Sid Herring, who acknowledged to me that he is the President of Sid Herring Real Estates, Inc., a Mississippi corporation, and that he, for and on behalf of said corporation, signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned for the purposes therein stated as the act and deed of said corporation.

GIVEN under my hand and official seal of office, this the 16<sup>th</sup> day of June, 1977.



M. L. Parke  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires May 18, 1981

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 16 day of June, 1977, at 2:30 o'clock P.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 823 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

WARRANTY DEED

BOOK 150 PAGE 876

NO 3120

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid this day and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, GEORGE JENNINGS and wife, DIANN R. JENNINGS, do hereby sell, convey and warrant unto JOHN P. KEITH and wife, BRENDA H. KEITH, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, State of Mississippi, to wit:

Lot 24, PEAR ORCHARD SUBDIVISION, Part 1, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5 at Page 29, reference to which is hereby made in aid of and as a part of this description.

There is excepted from 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 John P. Keith and wife, Brenda H. Keith, to Jackson Savings and Loan Association, dated June 20, 1972, and recorded in the office of the aforesaid Clerk in Book 288 at Page 432.

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

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

*George Jennings*  
GEORGE JENNINGS

*Diann R. Jennings*  
DIANN R. JENNINGS

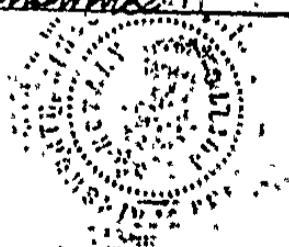
STATE OF MISSISSIPPI  
COUNTY OF HINDS

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, George Jennings and wife, Diann R. Jennings, who acknowledged that they signed and delivered the foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 8th day of June, 1977.

*John L. Amant*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires June 26, 1978



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of June, 1977, at 9:00 o'clock a. M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 876 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By *B. Cooper* D. C.

WARRANTY DEED

BOOK 150 PAGE 877

STATE OF MISSISSIPPI

NO. 3122

COUNTY OF MADISON

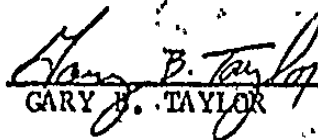
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, the undersigned Gary B. Taylor and Edward L. Robinson, do hereby sell, convey and warrant unto A. P. Carney, III and wife, Harriette R. Carney, as joint tenants with rights of survivorship and not as tenants in common, the hereinafter described land and property, same lying and being situated in Madison County, Mississippi and being more particularly described as follows, to-wit:

Lot 52, Sandalwood Subdivision, 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, Mississippi in Plat Book 5 at Page 40, reference to which is hereby made in aid of and as a part of this description.

There is expressly excepted from the warranty hereof any prior reservations of oil, gas or other mineral interests, restrictive covenants and easements of record pertaining to the above described property.

The ad valorem taxes for the year 1977 are hereby prorated between the parties hereto.

WITNESS OUR SIGNATURES, this the 15th day of June, 1977.

  
GARY B. TAYLOR

  
EDWARD L. ROBINSON

STATE OF MISSISSIPPI

COUNTY OF HINDS

BOOK 150 PAGE 878

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Gary B. Taylor and Edward L. Robinson, who acknowledged to me 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 of office, on this the 15th day of June, 1977.

*W. C. [Signature]*  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires July 16, 1980

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of June, 1977, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 827 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

STATE OF MISSISSIPPI

COUNTY OF MADISON

OPTION TO PURCHASE

LOS 150 OCT 879

N.J. 8731

KNOW ALL MEN BY THESE PRESENTS that M. S. COX, JR. hereinafter called Optionor for and in consideration of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), to be held in escrow by Lewis Culley Realty, as Agent, does GIVE, GRANT, BARGAIN AND SELL to MITCHELL HOMES, an Alabama general partnership composed of Nuco Southeast Corporation and The Mitchell Company, an Alabama general partnership composed of Armay Development Corporation, Marbit Incorporated and Luco Development Incorporated, all Delaware Corporations, hereinafter called Optionee that exclusive option and right to purchase, upon the terms and conditions set out hereunder, a certain parcel of land in Madison County, Mississippi, to-wit:

The southwestquarter of the southeast quarter of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi, containing 40 acres, more or less.

1. Optionor hereby warrants that he is the sole owner of the property hereinabove described.
2. The purchase price shall be the number of acres and fractions thereof as determined by an accurate survey by a licensed surveyor, in the State of Mississippi, times \$5,000.00 per acre. The cost of said survey shall be borne by Optionor.
3. The purchase price shall be paid as follows:
  - A. At closing, 20% of the total purchase in cash or by check acceptable to Optionor. The \$1,000.00 option money shall be applied to this amount.
  - B. The remainder of the purchase price shall be evidenced by a promissory note and deed of trust against the property with such remainder payable as follows:
    1. On the first, second, and third anniversary dates of the closing date, equal installments of 33 1/3% of the total indebtedness due shall be payable, plus interest at the rate of 8% per annum computed on the unpaid principal balance.



BOOK 159 NO. 880

2. Optionee or its assignee shall have the privilege of, and the note shall provide for, prepaying said indebtedness in whole or in part without penalty or premium at any time.
3. All prepayments shall be applied towards the payment of the next principal installment(s) due.
4. The Deed of Trust shall contain a reference to a "release agreement" which shall be incorporated therein and shall contain the provisions described below:
  - a) Optionee plans to develop the property into 70± single family lots.
  - b) Additional developed lots will be released upon the payment of \$2,500 per lot to be released together with accrued interest on the \$2,500 or multiples thereof so paid.
  - c) In no event shall the release price per lot be less than the original unpaid principal balance divided by the number of lots developed.
  - d) Payment of all annual installments of principal entitles the Optionee to releases whether said releases are taken at the time of payment or at a latter date. Releases for payment of annual installments shall be upon the same terms and conditions as set out in paragraph (b) and (c) immediately preceding.
  - e) No property shall be released as provided herein, if as a result of such release, portions of the property remaining encumbered by the Deed of Trust shall be without access to a public street.
  - f) Optionor shall join with Optionee in execution of licenses and service easements to appropriate utility companies and governmental authorities and agencies permitting placement of utilities on any portion of the property without compensation or payment of a release price.

4. Optionee in its preliminary studies has evidence that part of the property, approximately 8 acres, is in a flood plain. Optionee shall have the option to purchase any or all of the property determined by a licensed engineer to be in the flood plain, but shall not be required to purchase any or all of the flood plain land as a condition of this option. In the event that Optionee does not purchase the entire 40 acres and leaves all or part of the flood plain to the Optionor, Optionee shall provide access to said flood plain land retained by Optionor. Optionor shall grant Optionee any necessary easements for utilities or storm water across said flood plain land. The purchase price shall be the actual number of acres purchased times \$5,000.

5. Optionor represents that the subject property is zoned R-2 (10,600 square foot lots) under the zoning ordinances of Madison County. If said zoning is found to require larger lots than 10,600 square feet, Optionee, at its option, may immediately, by written notice to Optionor, terminate this option, whereupon the option money received herein shall promptly be returned to Optionee, and the option shall be null and void; or waive the requirements of this paragraph (5) wherein the remaining terms and conditions shall remain in full force and effect.

6. Optionor warrants that water, electricity, natural gas and sanitary sewer will be available to the property in sufficient capacity to serve residences on or prior to the date of closing. If proven otherwise, Optionee at its option may cancel this option and all earnest money shall be refunded.

7. Simultaneous with both parties' agreement to this option, Optionee will commence engineering tests and studies to determine whether it will be feasible and practicable to develop and construct a residential subdivision on the subject property. In the event that Optionee's soil test reports, engineering studies or utility studies, indicate, in the sole opinion of the Optionee, that it may not or would not be feasible or practical to develop and construct a residential subdivision, Optionee may terminate this contract by notifying Optionor in writing. Escrow Agent shall then immediately forward to Optionee, the consideration originally paid for this option (as defined in Paragraph (2) herein), whereupon this option shall be null and void and there shall be no further obligations whatsoever between the parties hereto. Optionee agrees to deliver to Optionor a copy of all engineering studies made of the property which Optionor may retain at no cost to Optionor.

8. Title to the property shall be good and marketable, free from all liens and encumbrances, and such as will be insurable at usual rates by a reputable title insurance company presently doing business in the State of Mississippi as selected by Optionee. If Optionee in its complete and arbitrary discretion determines the title to be defective, Optionee shall notify Optionor of such defects, and Optionor shall have thirty (30) days to cure such defects at their own expense, failing which, Optionee may, at its option, terminate this option and promptly receive a refund of the option money in full or may close the transaction in accordance with the remaining terms of this agreement.

9. Optionor shall reserve, and there shall be expected from the sale 50% of all mineral rights existing below 500 feet of the surface, but such reservation shall contain and specifically provide that Optionor waives all rights to use the surface so that there shall be no drilling or other operations for the exploration of minerals on the surface of the property. Any exploration for minerals shall be conducted solely by directional drilling.

10. All recording costs, attorneys' fees (except Optionor's attorneys' fees), shall be paid by Optionee at or before the date of closing. Optionor shall furnish Optionee a title insurance policy at the expense of the Optionor. All real estate commissions, brokers' fees or finders' fees shall be paid by Optionor at the date of closing. Optionor hereby indemnifies and holds harmless Optionee from and against any and all claims, demands, suits or judgments arising out of claims for such commissions or fees. Taxes will be prorated at closing. Any assessments or encumbrances shall be paid in full by Optionor at or prior to closing.

11. This option shall be for a term of 60 days, with the effective date of this option being the last date signed by Optionor or Optionee. If this option is exercised then Optionor and the Optionee agree to close the sale within thirty (30) days, thereafter. All notices, unless otherwise directed herein, shall be sufficient if in writing and deposited in United States Certified Mail, postage prepaid, addressed as follows:

Optionee: Mitchell Homes  
P. O. Box 2008  
Mobile, Alabama 36601  
Attention: E. Allen Sullivan, Jr.

Optionor: M. S. Cox, Jr.  
P. O. Box 148  
Madison, Mississippi 39110

Escrow Agent:

Lewis Culley Realty  
1441 Canton Mart Road  
Jackson, Mississippi 39211

BOOK 150 PAGE 883

12. This option shall be binding upon and be enforced against the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this the 8th day of June, 1977.

OPTIONOR:

[Signature]  
M. S. Cox, Jr.

OPTIONEE:

MITCHELL HOMES, an Alabama general partnership.

By: The Mitchell Company, an Alabama general partnership and partner

By: Armay Development Corporation, a Delaware corporation, partner

By: [Signature]  
Its: [Signature]

STATE OF MISSISSIPPI

COUNTY OF HINDS

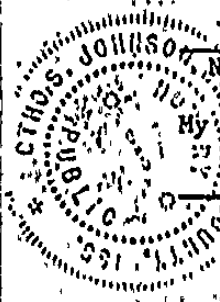
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, M. S. Cox, Jr., who acknowledged that he signed and delivered the above and foregoing instrument in writing on the day and year therein mentioned.

Given under my hand and official seal of office, this the 8th day of June, 1977.

[Signature]  
Notary Public

My Commission Expires:

2/21/78



STATE OF MISSISSIPPI

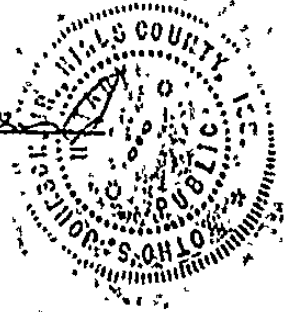
COUNTY OF MADISON

BOOK 150 PAGE 884

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MARK BERNA, who acknowledged that he is the ~~STAND VICE PRES~~ of Armay Development Corporation, a Delaware corporation and general partner in The Mitchell Company, which said The Mitchell Company is an Alabama general partnership, and is itself a general partner in Mitchell Homes, an Alabama general partnership, and that for and on behalf of said Armay Development Corporation and as its act and deed as general partner of The Mitchell Company, with said The Mitchell Company acting in its capacity as general partner in said 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 27th day of June, 1977.

Otto S. Jones  
Notary Public



My Commission Expires:

2/1/78

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 17 day of June, 1977, at 9:30 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 879 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

WARRANTY DEED

Book 150 Page 885

No. 3132

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, LEWIS L. CULLEY, JR. and wife, BETHANY W. CULLEY, do hereby sell, convey and warrant unto J. MICHAEL HIGGINBOTHAM and wife, CAROLL Q. HIGGINBOTHAM, 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 11, Natchez Trace Village, Part 3, 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 6, page 22, reference to which is hereby made in aid of and as a part of this description.

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

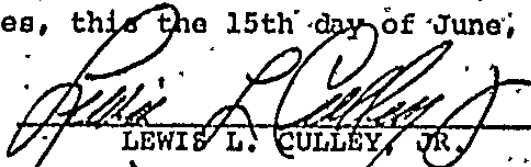
The warranty of this conveyance is further subject to the prior severance of one-half of the oil, gas and other minerals by predecessors in title.


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

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

The 1977 ad valorem taxes covering the above described property are to be pro rated as of the date of this conveyance.

WITNESS our signatures, this the 15th day of June, 1977.

  
LEWIS L. CULLEY, JR.

  
BETHANY W. CULLEY

STATE OF MISSISSIPPI

COUNTY OF HINDS

BOOK 150 PAGE 886

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 foregoing instrument of writing on the day and in the year therein mentioned.

Given under my hand and seal of office, this the 15th day of June, 1977.

*Juni B. J. Hill*  
NOTARY PUBLIC

My commission expires:

1-9-79



**PROTECTIVE COVENANTS AFFECTING NATCHEZ TRACE VILLAGE**

1. The property conveyed herein shall be known and described as residential property and no structure shall be erected, placed, altered, or permitted to remain on said lot other than a residential building meeting the specifications and requirements hereinafter set out; however, nothing herein contained shall be construed in such a way as to prohibit the continued use and maintenance of a water well or pumping system to be installed in and around the property, provided the operation of said wells and water system over and across any of the property does not interfere with the construction of homes on any of the lots.
2. No dwelling house shall be constructed on the said lot having an area of less than 1,800 square feet of living area for a one story house, nor having less than 1,200 square feet of living on the lower floor of a one and one half or a two story house.
3. No noxious or offensive activities shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No type structure shall be erected on any of the lots in said subdivision without prior submission of the plans and specifications to the Board of Governors of Natchez Trace Village, hereinafter provided for, and approval of such structure must hereinafter be obtained from the said Board of Governors prior to construction.
5. No changes or alterations shall be made after the original construction of the structure on a lot until such plans and specifications for the alterations have been submitted to, and approved, in writing, by the Board of Governors of Natchez Trace Village as said Board is hereinafter set out.
6. The owner of the property shall keep the grass on said property neatly cut and shall keep the property free of weeds, litter and rubbish of all kinds.
7. All septic tanks shall be installed in accordance with the requirements of the Mississippi State Board of Health.
8. No trailer, other than a boat trailer, shall be placed or maintained on said property.
9. This property may not be resubdivided; however, nothing herein contained shall prevent the owner of two (2) adjoining lots from treating the combined area of the two (2) lots as one (1) building lot, in which event the set back line for building purposes shall be construed and interpreted to apply to the outside lines of the two (2) combined lots and not to the line which is common to both lots.
10. No dwelling shall be located on any residential lot nearer than 50 feet to the front lot line, nor nearer than 25 feet to any side lot line.
11. It is understood and agreed that the land conveyed herein shall be bound by these Protective Covenants and by rules and regulations formulated by the Board of Governors of Natchez Trace Village. The Board of Governors of Natchez Trace Village shall consist of five (5) persons, who must be property owners in the area known as Natchez Trace Village. The Board of Governors shall be the governing body to represent the property owners in Natchez Trace Village, and members of the Board of Governors shall be elected at the Annual Meeting of the property owners. The date of the Annual Meeting, the term of office of the members of the Board of Governors, and the procedure for electing members to the Board of Governors shall be determined by the Board of Governors and shall be set forth in the Bylaws of an association of the property owners in Natchez Trace Village, to be known as the Natchez Trace Village Property Owners Association. At meetings of the property owners in Natchez Trace Village, a property owner shall have the right to cast one (1) vote for each lot owned in Natchez Trace Village. If a lot has more than one owner, said owners shall be entitled to only one (1) vote. Any member of the Board of Governors shall be elected by a majority of the lot owners voting at the meeting.
12. The Board of Governors may make such rules and regulations affecting the use of the subject property as they so desire, said rules and regulations to include, but are not limited to the following:
  - (a) Any structure for mooring boats to be erected shall be first submitted to the Board of Governors with complete plans and specifications, which specifications shall require construction of treated lumber and said structure must be approved by the Board of Governors as to the width, height, location, design and specifications of any structure. No structure of wood shall be erected that is not neatly painted with two (2) coats of paint. No piers or any other structure shall be erected or shall extend into the lake abutting the property, said lake being known as the Natchez Trace Village Lake



Board of Governors as to the width, height, location, design and specifications of any structure. No structure of wood shall be erected that is not neatly painted with two (2) coats of paint. No piers or any other structure shall be erected or shall extend into the lake abutting the property, said lake being known as the Natchez Trace Village Lake.

BOOK 150 PAGE 888

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

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

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

13 All homes shall be for the purposes of single family residential dwellings.

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

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

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

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

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

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

EXHIBIT "A"

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of June, 1927, at 10:45 o'clock A. M., and was duly recorded on the 21 day of June, 1927, Book No. 150 on Page 885 in my office.

Witness my hand and seal of office, this the 21 of June, 1927.

BILLY V. COOPER, Clerk

By [Signature] D. C.

9  
3134

Book 150 Page 889

No. 478

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED FORTY and 00/100  
DOLLARS (\$240.00),

the receipt and sufficiency of which is hereby acknowledged, THE CITY OF CANTON, MISSISSIPPI, does hereby convey and forever warrant unto Mr & Mrs. Tim H. Corcoran

the following described land lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 7 of Block K of the addition to the Canton Cemetery, according to the map or plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 4 at pages 22, 23, and 24.

This conveyance is made under authority of an ordinance of the Mayor and Board of Aldermen of the City of Canton recorded in Minute Book 17 at page 04, in the office of the Clerk of said City; and this conveyance and the Warranty herein contained is subject to the provisions of said ordinance, the provisions and terms of which are incorporated and made a part hereof by reference.

IN WITNESS whereof the City of Canton has caused its signature to be subscribed and its official seal affixed hereto on the 17 day of JUNE, 1977

(SEAL)

CITY OF CANTON, MISSISSIPPI  
BY: Wanda A. Baldwin, Clerk

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction above mentioned, Wanda A. Baldwin, personally known to me to be the Clerk of the City of Canton, Mississippi, who acknowledged that she signed, affixed the seal of said City thereto, and delivered the foregoing deed on the date therein stated, as and for the act and deed of said City, being first duly authorized so to do.

GIVEN UNDER my hand and official seal this the 17 day of JUNE, 1977

Lynne M. Burcham  
Notary Public

My Commission Expires: \_\_\_\_\_ My Commission Expires January 7, 1981



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of June, 1977, at 11:15 o'clock P. M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 889 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk  
By N. Wright, D. C.

QUITCLAIM DEED

BOOK 150 PAGE 890

3135

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, SPENCER HARRIS and IRMA J. HARRIS, Grantors, do hereby remise, release, convey and forever quitclaim unto CLARENCE CHINN, Grantee, all of our estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Being situated in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi and being more particularly described as follows:

Commence at the NE corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 24, Township 9 North, Range 2 East, and run South 74 degrees 29 minutes West, 606.4 feet; run thence South 18 Degrees 39 Minutes East, 74.2 feet to the Point of Beginning for the property herein described; run thence South 18 Degrees 39 Minutes East, 76.2 feet; run thence South 66 Degrees 17 Minutes West, 132.55 feet to the East R.O.W. line of a 40 foot wide gravel street; run thence North 28 Degrees 45 Minutes West, along the East R.O.W. line of said gravel street, 76.0 feet; run thence North 66 Degrees 12 Minutes East, 146.0 feet to the Point of Beginning.

WITNESS OUR SIGNATURES on this the 17th day of June, 1977.

Spencer Harris  
Spencer Harris

Irma J. Harris  
Irma J. Harris

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, SPENCER HARRIS and IRMA J. HARRIS, who acknowledged to me that they did sign and deliver above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 17th day of June, 1977.

Frankie A. Kemmer  
Notary Public

(SEAL)

MY COMMISSION EXPIRES:

My Commission Expires May 24, 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 17 day of June, 1977, at 11:15 o'clock a.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 890 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By H. Wright D. C.

QUITCLAIM DEED

BOOK 150 PAGE 891 NO 3236

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, CLARENCE CHINN and wife, LILLIE CHINN, Grantors, do hereby remise, release, convey and forever quitclaim unto SPENCER HARRIS and wife, IRMA J. HARRIS, Grantees, all of our estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Being situated in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi and being more particularly described as follows:

Commence at the NE corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 24, Township 9 North, Range 2 East, and run South 74 Degrees 29 Minutes West, 606.4 feet to the Point of Beginning for the property herein described; run thence South 18 Degrees 39 Minutes East, 74.2 feet; run thence South 66 Degrees 12 Minutes West, 146.0 feet to the East R.O.W. line of a 40 foot wide gravel street; run thence North 28 Degrees 35 Minutes West, along the East R.O.W. line of said street, 75.0 feet; run thence North 66 Degrees 12 Minutes East, 158.8 feet; run thence South 18 Degrees 39 Minutes East, 1.0 feet to the Point of Beginning.

WITNESS OUR SIGNATURES on this the 17 day of June, 1977.

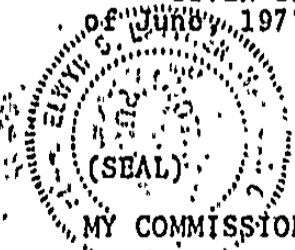
*Clarence Chinn*  
Clarence Chinn

*Lillie Chinn*  
Lillie Chinn

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned; CLARENCE CHINN and LILLIE CHINN, who acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 17 day of June, 1977.



*Edgar J. Latimer*  
Notary Public

MY COMMISSION EXPIRES:

My Commission Expires Aug 6, 1980

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of June, 1977, at 11:15 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 891 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By *[Signature]* D. C.

WARRANTY DEED

BOOK 150 PAGE 892

N. 3237

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, CLARENCE CHINN, Grantor, do hereby convey and forever warrant unto, GENEVA McDONALD, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Being situated in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi and being more particularly described as follows:

Commence at the NE corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 24, Township 9 North, Range 2 East, and run South 74 Degrees 29 Minutes West, 606.4 feet; run thence South 18 Degrees 39 Minutes East, 74.2 feet to the Point of Beginning for the property herein described; run thence South 18 Degrees 39 Minutes East, 76.2 feet; run thence South 66 Degrees 17 Minutes West, 132.55 feet to the East R.O.W. line of a 40 foot wide gravel street; run thence North 28 Degrees 45 Minutes West, along the East R.O.W. line of said gravel street, 76.0 feet; run thence North 66 Degrees 12 Minutes East, 146.0 feet to the Point of Beginning.

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

1. County of Madison and State of Mississippi, ad valorem taxes for the year 1977, which shall be prorated as follows:

Grantor:  $\frac{1}{2}$  Grantee:  $\frac{1}{2}$

2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

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

Lillie Chinn joins in the execution to this instrument.

BOOK 150 Page 893

to convey any homestead interest which she has in the subject property.

WITNESS OUR SIGNATURES on this the 17 day of June, 1977.

Clarence Chinn  
Clarence Chinn

Lillie Chinn  
Lillie Chinn

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, CLARENCE CHINN and LILLIE CHINN, who acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 17 day of June, 1977.

Edward S. Latimer  
Notary Public



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of June, 1977, at 11:15 o'clock A., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 893 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk  
By D. Wright D. C.

WARRANTY DEED

Vol. 151 894

No. 3140

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, LENA KELLY, BENNY WILLIAMS, AND BERTHA WILLIAMS, the heirs at law of Green Williams, deceased, and ARTHUR KELLY, do hereby sell, convey and warrant unto GARY FORD the following described land situated in Madison County, Mississippi, to-wit:

Commencing at the center point of Section 36, Township 8 North, Range 2 East, run East along the centerline of Section 36 for 662.2 feet to a point; run thence North 569.7 feet to a pin at a fence corner, said pin being the point of beginning of the tract herein described and also the North-west corner of the Billy and Erma Neal 5 acres. From the point of beginning continue North along a fence line 220 feet to a fence corner; run thence North 75°40' East 574 feet to a pin; run thence South 6°11' East 908.5 feet to a point in a drain ditch at the North edge of a road; run thence in a Northwesterly direction along the center of said ditch a distance of 562 feet, more or less, to a point at the Northeast corner of the Neal 5 acres; run thence West along a fence line 474 feet to the point of beginning.

The warranty herein is made subject to the following exceptions:

1. Ad valorem taxes for the year 1977 which will be paid all by the Grantors and none by the Grantees.
2. Zoning and subdivision regulation ordinances of Madison County, Mississippi.
3. The ownership of oil, gas and other minerals in, on or under the above described property are not warranted, however the Grantors convey unto the Grantee all of their

right, title and interest in and to the oil, gas and minerals  
in, on or under said tract.

WITNESS OUR SIGNATURES on this 10TH day of June, 1977.

Lena Kelly  
Lena Kelly

✓ Benny Williams  
Benny Williams

✓ Bertha Williams  
Bertha Williams,

HEIRS AT LAW OF GREEN WILLIAMS,  
deceased.

Arthur Kelly  
Arthur Kelly

REC-150 RE-895

STATE OF MICHIGAN  
COUNTY OF WAYNE

Personally appeared before me, the undersigned authority  
in and for the aforesaid jurisdiction, BENNY WILLIAMS, who  
acknowledged that he signed, executed and delivered the above  
and foregoing Warranty Deed on the day and year therein written.

Given under my hand and official seal this 10TH day of  
June, 1977.

OBLETON L. HARRIS  
Notary Public, Wayne County, Mich.  
My Commission Expires Oct. 12, 1977.

Obleton L. Harris  
Notary Public

My commission expires:

STATE OF MICHIGAN  
COUNTY OF WAYNE

Personally appeared before me, the undersigned authority  
in and for the aforesaid jurisdiction, BERTHA WILLIAMS, who  
acknowledged that she signed, executed and delivered the above  
and foregoing Warranty Deed on the day and year therein written.

Given under my hand and official seal this 10TH day of  
June, 1977.

Obleton L. Harris  
Notary Public

My commission expires:

OBLETON L. HARRIS  
Notary Public, Wayne County, Mich.  
My Commission Expires Oct. 12, 1977.





BOOK 150 PAGE 896

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, LENA KELLY and husband, ARTHUR KELLY who each acknowledged that they signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein written.

Given under my hand and official seal this 14 day of June, 1977.

Louise J. Hunt  
Notary Public

My commission expires:

Oct. 27, 1978

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of June, 1977, at 3:30 o'clock P.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 894 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By M. Wright D. C.

WARRANTY DEED

Book 150 No. 897

WHEREAS, Mrs. Alley Jones Nichols, died intestate on October 18, 1975, leaving as her sole heirs at law, her sons, Harry J. Mayfield and Emmett Nichols, Jr.;

WHEREAS, at the time of her death Mrs. Alley Jones Nichols was the owner of certain property situated in Madison County, Mississippi, having inherited the same from her parents, Mr. & Mrs. H. C. Jones, as reflected in that Final Decree being Cause Number 20-814 in the Chancery Court of Madison County, Mississippi, dated March 13, 1972, and filed for record March 14, 1972, and recorded in Book 126 on Page 310 in the office of the aforesaid Chancery Clerk;

WHEREAS, Harry J. Mayfield and Emmett Nichols, Jr., the sole heirs of Mrs. Alley Jones Nichols, as reflected in Cause Number 98,621 of the Chancery Court of Hinds County, Mississippi;

THEREFORE,

In consideration of the premises for Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, HARRY J. MAYFIELD, do hereby convey and warrant all of my right, title, and interest in and to an undivided one-half (1/2) interest to C. P. BUFFINGTON of the following described property, lying and being situated in Madison County, Mississippi, to-wit:

A tract of land fronting 5.13 chs. on the North side of the Public Road, and being more particularly described as "Beginning at a point that is 3.87 chains South, and 4.25 chs. West, of the NE corner of Section 31, T10N-R3E, Madison County, Mississippi, and from said point of beginning run thence East for 9.30 chs., thence running South for 13.95 chs. to the North ROW line of the Public road, thence running North 75°27' East for 5.13 chs. along said ROW, thence running North for 25.87 chs., thence running West for 14.25 chs., thence running South for 13.22 chs. to the point of beginning, and containing in all 26.00 acres, more or less, and all being situated in Sections 29, 30, 31 and 32, T10N-R3E, Madison County, Mississippi.



SUBJECT to:

1. 1977 Ad Valorem taxes for Madison County and State of Mississippi, to be paid by Grantee herein.
2. Grantor reserves unto himself one-half (1/2) of all oil, gas, and other minerals in, on, and under subject property. However, Grantor conveys one-half (1/2) of the oil, gas and other minerals he may own in, on and under subject property.
3. Madison County, Mississippi Zoning Ordinances and Subdivision Regulations, as amended.

No Homestead Rights whatsoever are involved in subject property.

WITNESS my signature, this the 17 day of June, 1977.

  
HARRY J. MAYFIELD

STATE OF MISSISSIPPI  
COUNTY OF Madison

BOOK 150 PAGE 898

PERSONALLY appeared before me, the undersigned authority,  
in and for the jurisdiction aforesaid, the within named HARRY J. MAYFIELD, who,  
acknowledged to me that he signed and delivered the above and foregoing instru-  
ment of writing on the day and year shown therein as his act and deed.

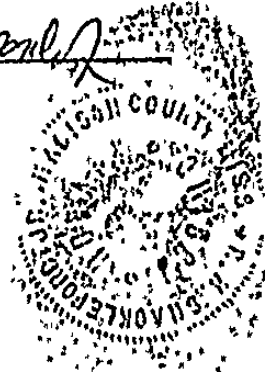
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 17 day of

June, 1977.

R. W. Stebbins  
Notary Public

My Commission Expires:

10-23-79



Montgomery & Dulaney  
Attorneys at Law  
160 E. Peace St.  
P. O. Drawer 670  
Canton, MS 39046  
Phone: 859-5211

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument  
was filed for record in my office this 17 day of June, 1977, at 3:40 o'clock P.M.,  
and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 898  
in my office...

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By Shelby D. C.

NW 1/4 NW 1/4 Sec 32  
NE 1/4 NE 1/4 Sec 31  
SE 1/4 SE 1/4 Sec 30  
SW 1/4 SW 1/4 Sec 29

WARRANTY DEED

NO. 2144

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Mrs. Carolyn L. Hardeman, does hereby sell, convey and warrant unto David Miller and Leslie B. Lampton, Jr., in equal shares, the following described land and property situated in Madison County, Mississippi, to-wit:

Township 8 North, Range 1 West -

Section 25: The S 1/2 of S 1/2, less and except 60 acres off the West side thereof, said lands being conveyed being further described as:

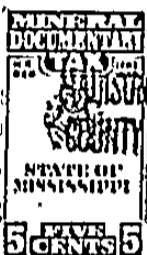
Begin at the SE corner of said Section 25, run thence North 00 degrees 05 minutes West for 1320.00 feet, thence North 89 degrees 57 minutes West for 3300.00 feet, thence South 00 degrees 03 minutes West 1320.00 feet, thence South 89 degrees 57 minutes East for 3302.99 feet, more or less, to the point of beginning, said land containing 100.05 acres, more or less.

Section 25: The West 10 acres of SW 1/4 of SW 1/4, more particularly described as:

Begin at the SW corner of said Section 25, thence South 89 degrees 57 minutes East 330 feet; thence North 0 degrees 03 minutes East 1320 feet; thence North 89 degrees 57 minutes West 330 feet to the West line of said Section 25; thence South 0 degrees 03 minutes West along the West line of said Section 25 for 1320 feet, more or less, to the point of beginning.

Section 26: S 1/2 of SE 1/4, less and except a 3.75-acre tract, said conveyed lands being more particularly described as:

Begin at the SE corner of said Section 26; thence North 0 degrees 03 minutes East along the East line of said Section 26 for 1320 feet; thence North 89 degrees 57 minutes West 660 feet; thence South 0 degrees 03 minutes West 990 feet; thence North 89 degrees 57 minutes West 165.0 feet; thence North 0 degrees 03 minutes East 990 feet, more or less, to the North line of the SE 1/4 of SE 1/4 of said Section 26; thence North 89 degrees 57 minutes West 1815.0 feet, more or less,



BOOK 150 PAGE 900

to the NW corner of the S 1/2 of SE 1/4 of said Section 26; thence South 0 degrees 03 minutes West along the West line of S 1/2 of SE 1/4, said Section 26, 1320 feet to the South line of said section; thence South 89 degrees 57 minutes East along the South line of said Section 26 a distance of 2640 feet, more or less, to the point of beginning, said tract containing 76.25 acres, more or less.

There is excepted herefrom and reserved unto Grantor herein a non-participating royalty interest in oil and gas equal to 1/2 of 1/8 of the oil and gas produced, saved and marketed from the above described lands, free and clear of all costs, except applicable severance taxes.

There is excepted from the warranty hereof the lien for 1977 ad valorem taxes on the above lands which taxes shall be prorated between the parties hereto as of the date hereof.

There is further excepted from the warranty hereof easement and right-of-way for roads on, over and across the above described lands, protective covenants of record in the Chancery Clerk's Office, Madison County, Mississippi, and any applicable zoning ordinances of Madison County, Mississippi.

The undersigned Grantor warrants that no part of the above lands constitutes her homestead and that she is a resident of Flora, Mississippi.

EXECUTED this the 17<sup>th</sup> day of June, 1977.

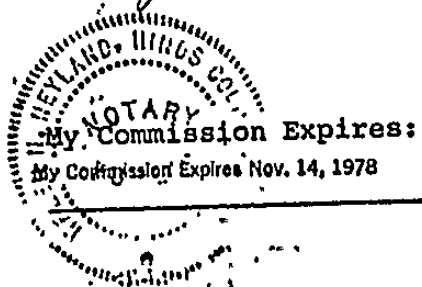
Mrs. Carolyn L. Hardeeman  
MRS. CAROLYN L. HARDEEMAN

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MRS. CAROLYN L. HARDEEMAN, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal this the 17<sup>th</sup> day of June, 1977.

Stelton N. Heyland  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

L. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 20 day of June, 1977, at 9:00 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 877 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

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

BOOK 150 PAGE 901

WARRANTY DEED

NO 0230

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, HAROLD J. BARKLEY, JR., does hereby sell, convey, and warrant unto MR. OR MRS. DOURLAS O. WHITTINGTON, SR., the following described land and property being in Madison County, Mississippi, to-wit:

being situated in the SE1/4 of Section 21 and in the NE1/4 of Section 28, T8N-R2W, Madison County, Miss. and being more particularly described by metes and bounds as follows:

Commence at the SE corner of the said Section 21, said corner being situated in the center of a local gravel road, and run thence Southwesterly along the center of the said local gravel road for a distance of 76.2' to a point; thence meander Southwesterly along the said center of a local gravel road as follows:

- S 88° 28' W, 377.33'
- S 76° 56' W, 61.90'
- S 64° 53' W, 52.89'
- S 46° 22' 29" W, 45.68'

to the POINT OF BEGINNING for the parcel herein described; thence N 66° 02' 49" W, 1546.89' to an Iron Pin; thence S 1° 17' 39" E, 731.23' to an Iron Pin; thence S 72° 45' 45" E, 1440.87' to a point in the center of a local gravel road; thence meander Northerly along the said center of a local gravel road as follows:

- N 3° 08' 48" E, 105.66'
- N 7° 51' 58" W, 122.75'
- N 8° 52' 37" W, 96.56'
- N 4° 43' 51" E, 87.30'
- N 14° 43' 53" E, 95.95'
- N 28° 54' 50" E, 31.64'

to the POINT OF BEGINNING, containing 20.0 acres more or less.

This conveyance is subject to Zoning Ordinances of Madison County, Mississippi and prior reservations of oil, gas and other minerals by predecessors in title.

Grantee assumes taxes for 1977.

WITNESS MY SIGNATURE this 3<sup>rd</sup> day of June, 1977.

  
HAROLD J. BARKLEY, JR.

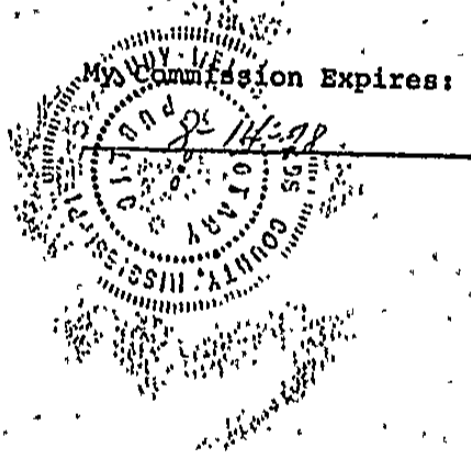
STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 150 PAGE 902

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named HAROLD J. BARKLEY, JR., who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the date and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL OF OFFICE, this 2 day of June, 1977.

Judy Wick  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 20 day of June, 1977, at 9:00 o'clock a.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 901 in my office.

Witness my hand and seal of office, this the 21 of June, 1977

BILLY V. COOPER, Clerk

By J. Barkley D. C.

8

BOOK 150 PAGE 803

WARRANTY DEED

2157

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, HOWARD J. MOON and wife, KATHERINE SMITH MOON do hereby sell, convey and warrant unto JOHN E. HALEY, JR. and wife, JULIA REYNOLDS HALEY, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot Fifty-One (51) of Lake Lorman, Part 2, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Book 4 at Page 30.

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

And for the same consideration aforementioned, the undersigned does hereby grant and convey unto the aforementioned Grantee and unto Grantee's successors in title a non-exclusive, perpetual and irrevocable easement over and across those certain areas forty feet in width designated "reserved for private drive" on the plat of said subdivision for purposes of ingress and egress to and from the public road at the extremity of said private drive. And this conveyance is made subject to the provisions of that certain covenant from Piedmont, Inc. to Madison County, Mississippi, relative to said private drive or road recorded in the office of the Chancery Clerk of said County in Book 305, at page 248 thereof.

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

Grantor does hereby grant and convey unto Grantee and unto Grantee's successors in title a non-exclusive, perpetual and irrevocable easement over and across all of that land lying between the front lot line of said lot and the water line of Lake Lorman as it exists from time to time (and bounded on either side by the side lot lines of said lot extended) for ingress and egress to the waters of said lake.

There is excepted from the warranty of this conveyance and this conveyance is made subject to all of those certain protective and restrictive covenants executed by Piedmont, Inc. and of record in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 315 at Page 431 thereof, as well as any zoning ordinances of Madison County, Mississippi, affecting said property.

This conveyance is made subject to those restrictions, set out in deed from Piedmont, Inc. to Grantors, dated January 19, 1968, and recorded in the office of the aforesaid Clerk in Book 110 at Page 123.

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.



BOOK 150 PAGE 004

WITNESS OUR SIGNATURES, this the 17th day of June, 1977.

Howard J. Moon  
HOWARD J. MOON

Katherine B. Smith Moon  
KATHERINE SMITH MOON

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 Howard J. Moon and wife, Katherine Smith Moon, 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 17th day of June, 1977.

[Signature]  
NOTARY PUBLIC



(SEAL)  
My 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 was filed for record in my office this 20 day of June, 1977, at 9:10 o'clock A.M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 203 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

BILLY V. COOPER, Clerk

By [Signature] D. C.

The original recardation on  
this instrument was lost  
Replaced November 20, 1980  
Billy V. Cooper CC  
by N. Wright, DC.

WARRANTY DEED

BOOK 150 PAGE 905

3158

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, I, WILLIE W. WILSON, a single man, do hereby convey and warrant forever unto THOMAS H. VAUGHAN the following described real property lying and being situated in Madison County, Mississippi, to-wit:

1319

W 1/2 of SW 1/4, Section 3, Township 11 North, Range 3 east.

SUBJECT ONLY to the following exceptions, to-wit:

1. County of Madison and State of Mississippi ad valorem taxes for the year of 1977 which shall be assumed and paid by the grantor herein.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded in Supervisors Minute Book AD at page 266 in the records of the Chancery Clerk of Madison County, Mississippi.
3. Any and all prior conveyances or reservations of interest in oil, gas, or other minerals lying in, on, or under the subject property by prior grantors or parties of interest.
4. Right of way to Allied Pipe Line Corporation dated May 7, 1943 recorded in Book 27 on page 293 affecting Southwest quarter of southwest quarter of Section 3, Township 11 North, Range 3 East.
5. Right of way to Southern Bell Telephone and Telegraph Company, dated August 31, 1943 recorded in Book 150 on page 478 affecting Southwest quarter of southwest quarter of Section 3, Township 11 North, Range 3 East.
6. Right of way to Phillips Petroleum Company and all subsidiary companies, dated November 7, 1950 affecting W 1/2 of SW 1/4 of said section 3, Township 11 North, Range 3 East.
7. Right of way to Mississippi Power and Light company dated April 15, 1947 recorded in Book 37 on page 147.
8. Grantee is not to take possession until January 1, 1978.

WITNESS MY SIGNATURE on this the 16 day of June, 1977.

Willie W. Wilson  
WILLIE W. WILSON

STATE OF MISSISSIPPI

BOOK 150 PAGE 906

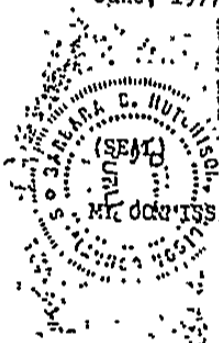
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state aforesaid, the within named WILLIE W. WILSON who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purpose therein stated.

GIVEN UNDER MY HAND and official seal, on this 16<sup>th</sup> day of

June, 1977.

Barbara C. Hutchison  
NOTARY PUBLIC



MY COMMISSION EXPIRES: June 27, 1980.

STATE OF MISSISSIPPI, County of Madison

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 20 day of June, 1977, at 9:00 o'clock a. M., and was duly recorded on the 21 day of June, 1977, Book No. 150 on Page 905 in my office.

Witness my hand and seal of office, this the 21 of June, 1977.

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