

BOOK 160 PAGE 300 Madison County, Mississippi  
Robert Hubbs 7.2 KV LINE WA 65531 FCA 360.2

W

RIGHT OF WAY INSTRUMENT

INDEXED  
7507

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 16 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 centerline of said easement being the electric power line as constructed and pointed out to Grantor. All of said easement being located in the SE 1/4 of the NE 1/4 of Section 15, Township 7 North, Range 1 East.

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 10 day of NOVEMBER, 1978

*John S. Little*

*Robert L. Hubbs*

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named JOHN F. LITTLE, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposed and saith that he saw the within named ROBERT L. HUBBS

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 13th day of NOVEMBER, 1978

My Commission Expires March 17, 1982

*John S. Little*

*Robert L. Hubbs*

NOTARY PUBLIC  
(Official Title)

700-7338

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8th day of January, 1979, at 9:00 o'clock P.M., and was duly recorded on the 9th day of JAN 9 1979, 19....., Book No. 160 on Page 300 in my office.

Witness my hand and seal of office, this the 9th day of JAN 9 1979, 19.....

BILLY V. COOPER, Clerk

By *B. V. Cooper* D. C.

BOOK 160 PAGE 301

Madison

County, Mississippi

INDEXED

Electrical Distribution

LINE

WA 65532

FCA 360.2

B.A. 78-2129

RIGHT OF WAY INSTRUMENT

7308

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 Northeast 1/4 of the Northwest 1/4 of Section 36, Township 10 North, Range 2 East, 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 15 day of NOV, 1978

W.D. Edwards
Lee Baker

Annie Jackson

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, depose and saith that he saw the within named Annie Jackson

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 29 day of NOVEMBER, 1978

My Commission Expires Feb. 22, 1982

W.D. Edwards
Notary Public
(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 8 day of January, 1979, at 9 o'clock A.M., and was duly recorded on the 9 day of JAN 9 1979, Book No 160 on Page 301 in my office.

Witness my hand and seal of office, this the ... of ... 1979, BILLY V. COOPER, Clerk

By H. Wright, D.C.

W

BOOK 160 PAGE 302 Madison County, Mississippi INDEXED  
~~Robert Hubbs~~ ~~Lizzie Jackson~~ 7.2 KV LINE WA 65531 FCA 360.2

### RIGHT OF WAY INSTRUMENT

7529

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 16 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 centerline of said easement being the electric power line as constructed and pointed out to Grantor. All of said easement being located in the SE 1/4 of the NE 1/4 of Section 15, Township 7 North, Range 1 East.

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 16 day of NOVEMBER, 1979  
LIZZIE JACKSON

*John F. Little*

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named JOHN F. LITTLE, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, depose and saith that he saw the within named LIZZIE JACKSON

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 15<sup>th</sup> day of NOVEMBER, 1979

My Commission Expires March 17, 1982

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

*John F. Little*

JOHN F. LITTLE

(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 8 day of January, 1979, at 9:00 o'clock A.M., and was duly recorded on the 9 day of JAN, 1979, Book No. 160 on Page 302 in my office.

Witness my hand and seal of office, this the 9 day of JAN, 1979.

BILLY V. COOPER, Clerk

By N. Wright, D. C.

Dr. T. L. Kilgore, Jr. 7.2KV LINE WA 65531 FCA 360.2

RIGHT OF WAY INSTRUMENT

INDEXED

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 hereinafter 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 16 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 centerline of said easement being the electric power line as pointed out to and constructed for Grantor. All of said easement being located in the northeast 1/4 of the northwest 1/4 of Section 27, Township 7 North, Range 1 East.

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 13th day of November, 1978

[Signature] Sandra A. Kilgore

STATE OF MISSISSIPPI COUNTY OF Madison

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

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 13th day of November, 1978

My Commission Expires 1-17-82

[Signature] Notary Public (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 9th day of January, 1979, at 9:00 o'clock A.M., and was duly recorded on the 9th day of JAN 9 1979, 19... Book No. 160 on Page 303 in my office.

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

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

W. H. H. MCDANIEL LINE WA 64699 FCA 360.2

RIGHT OF WAY INSTRUMENT

INDEXED 7311

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 \_\_\_\_\_ 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 PART OF THE SE 1/4 OF NW 1/4 SECTION # 25, T-12-N, R 5 E

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 23rd day of October, 1978. x A. H. McDaniel

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 A. H. MCDANIEL

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 10th day of Nov, 1978. Joe Crowder Jr

My Commission Expires 30, 1979 700-7336

(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 8th day of January, 1979, at 9:00 o'clock A.M., and was duly recorded on the 9th day of JAN 9, 1979, Book No. 160 on Page 304 in my office.

Witness my hand and seal of office, this the 9th day of JAN 9, 1979. BILLY V. COOPER, Clerk By N. Wright, D. C.

W

BOOK 160 PAGE 305

Madison County, Mississippi

Electrical Distribution LINE

WA 65528 FCA 360.2  
B.A. 78-2004

INDEXED  
7312

### 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: A certain parcel of land lying and being situated in the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 8, Township 8 North, Range 1 West, Madison County, Mississippi as staked and pointed out to the grantor.

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 9th day of November, 1978

*Charles O. Crain*  
*Leo Baker*

*Gary Ratliff*

FORM NO. 700 7320

STATE OF MISSISSIPPI  
COUNTY OF Hinds

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

and Leo Baker 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 29 day of NOVEMBER, 1978.

My Commission Expires Feb. 22, 1982

*Charles O. Crain*  
*Bethie Smith*  
Notary Public  
(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 8 day of January, 1979, at 9:20 o'clock A.M., and was duly recorded on the 9 day of JAN 9 1979, 19..... Book No 160 on Page 305 in my office.

Witness my hand and seal of office, this the ..... of ..... 19.....  
BILLY V. COOPER, Clerk

By *D. Wright* ..... D. C.

2

A. H. McDANIEL LINE MADISON County, Mississippi  
WA 64699 FCA 360.2

RIGHT OF WAY INSTRUMENT

7913

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:

A PART OF THE SE  $\frac{1}{4}$  OF NW  $\frac{1}{4}$   
SECTION # 25, T-12-N, RANGE 5E

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 23RD day of OCTOBER, 1978

Paul C. Terry  
Sally B. Terry

STATE OF MISSISSIPPI  
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named NANCY REED, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named PAUL C. TERRY and SALLY B. TERRY

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 Beverly Chewing

Sworn to and subscribed before me, this the 23 day of October, 1978.

My Commission Expires 2-29-80

Nancy Reed  
Beverly Chewing  
NOTARY PUBLIC  
(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 8 day of January, 1979, at 9:00 o'clock A. M., and was duly recorded on the JAN 9 day of 1979, 1979, Book No. 160 on Page 306 in my office.

Witness my hand and seal of office, this the JAN 9 day of 1979, 1979.

BILLY V. COOPER, Clerk

By N. Wright D. C.

BOOK 160 PAGE 307

Madison County, Mississippi

Electrical Distribution LINE

WA 65531 B.A. 78-2040

FCA 360.2

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

Northeast 1/4 of the Northeast 1/4 of Section 29, Township 8 North, Range 3 East, 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 9th day of Nov. 1978

[Signature: R. J. Wright]

STATE OF MISSISSIPPI

COUNTY OF Howard

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

[Signature: R. J. Wright] and [Signature: ] husband and wife, who acknowledged that [Signature] signed and delivered the foregoing instrument on the day and date therein mentioned.

Given under my hand and official seal, this the 9th day of Nov. 1978

[Signature: ]

(Title) Notary Public

My Commission Expires May 19, 1979

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8th day of January, 1979, at 9:00 o'clock A.M., and was duly recorded on the 9th day of JAN 9 1979, Book No. 160 on Page 307. In my office.

Witness my hand and seal of office, this the 9th day of JAN 9 1979, 19

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



W

WARRANTY DEED

BOOK 160 PAGE 308

ENTR  
7312

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 MADISON HILLS FARM, INC., a Mississippi corporation, does hereby sell, convey and warrant unto WAYNE DOUGLAS LEDBETTER and VARLEY T. LEDBETTER, as joint tenants 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 22, Quail Run subdivision, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B at Page 19 (amended) Plat Cabinet B at Page 22, reference to which is hereby made in aid of and as a part of this description.

IT IS AGREED AND UNDERSTOOD by and between the parties hereto that advalorem taxes for the year 1978 will be paid by the Grantor. The advalorem taxes for the year 1979 will be assumed by the Grantee.

THIS CONVEYANCE is made subject to all utility easements as shown on plat as recorded in Plat Cabinet B at Page 22.

THIS CONVEYANCE is made subject the terms and conditions relative to restrictive covenants of record in Deed Book 437 at Page 638, and as filed in Book 439 at Page 365 for adoption of protective covenants to amended plat.

THIS CONVEYANCE is made subject to a reservation of three-fourths (3/4ths) reservation of all oil, gas and other minerals as rederved by former owners.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officier, this the 5th day of January, 1979.

MADISON HILLS FARM, INC., a  
Mississippi corporation

BY:

  
Lewis Tilghman, Vice President

WARRANTY DEED  
MADISON HILLS FARM, /LEDBETTER  
Page 2

BOOK 160 PAGE 309

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named LEWIS TILGHMAN, personally known to me to be the VICE PRESIDENT of the within named MADISON HILLS FARM, INC., a Mississippi corporation, who acknowledged to and before me that he signed and delivered the above and foregoing warranty deed on the day and for the purposes therein stated, he having been duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL FO OFFICE, this the 5th day of January, 1979.

Lucile Brown  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Oct. 31, 1982



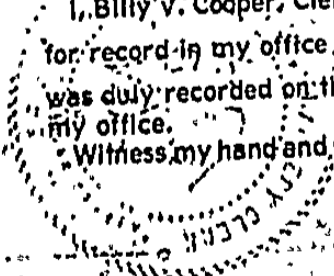
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of January, 1979, at 10:20 clock A.M., and was duly recorded on the 8 day of JAN 9 1979, 1979, Book No. 160 on Page 308 in my office.

Witness my hand and seal of office, this the 9 day of JAN 9 1979, 1979.

BILLY V. COOPER, Clerk

By D. Wright D. C.



BOOK 160 PAGE 310  
WARRANTY DEED

W  
75-16  
INDEX

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, JAMES SINGLETON, Grantor, do hereby convey and forever warrant unto LOTTIE RUTH WILDER, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing 1.09 acres more or less in E $\frac{1}{2}$  of the SW $\frac{1}{4}$  north of Mississippi State Highway No. 16 in Section 31, Township 10 North, Range 5 East, Madison County, Mississippi and more particularly described as beginning at a point 1207.1 feet south and 504.35 feet west of iron pin at the NE corner of E $\frac{1}{2}$  of the SW $\frac{1}{4}$ , Section 31, Township 10 North, Range 5 East run East 216.71 feet to a point; thence run South 06 degrees 28 minutes 02 seconds East 161.34 feet to a point on the north right-of-way of Mississippi State Highway No. 16; thence run South 67 degrees 50 minutes 17 seconds West 254.91 feet along the north right-of-way of Mississippi State Highway No. 16 to a point; thence North 00 degree 16 minutes 04 seconds East 256.47 feet to the point of beginning. LESS AND EXCEPT a fifteen (15) foot road easement evenly off the east side.

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

1. County of Madison and State of Mississippi ad valorem taxes to be paid by the Grantor.

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.

WITNESS MY SIGNATURE, on this the 30<sup>th</sup> day of December, 1978.

  
JAMES SINGLETON

STATE OF ILLINOIS  
COUNTY OF Cook

BOOK 160 PAGE 311

PERSONALLY APPEARED before me, the undersigned authority, in and for the jurisdiction above mentioned, JAMES SINGLETON, 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, this the 30<sup>th</sup> day of December, 1978.

Edward Palmer  
NOTARY PUBLIC

(SEAL)

My Commission Expires:

Sept 26, 1980

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this: 8 day of January, 1979, at 10:30 o'clock A. M., and was duly recorded on the JAN 9 1979 day of JAN, 1979, Book No. 160 on Page 310 in my office.

Witness my hand and seal of office, this the JAN 9 1979 day of JAN, 1979,  
BILLY V. COOPER, Clerk

By D. Wright D. C.

W  
BOOK 160 PAGE 312

RECORDED

7918

PERMISSIVE EASEMENT AGREEMENT

WHEREAS, CHARLES C. CLARK and wife, VIRGINIA GUICE CLARK, are the owners of Lot 25, Gateway North, Part II, a subdivision located in Madison County, Mississippi; and

WHEREAS, William D. Dennis<sup>Jr.</sup> and wife, Patricia B. Dennis are the owners of Lot 26, Gateway North, Part II, of said subdivision; and

WHEREAS, SKY HARBOR ASSOCIATES, LTD., a limited partnership, with George Krupp and Douglas Krupp as general partners is now the owner of the land and property situated immediately East of and adjoining said Lots 25 and 26 in the South half (1/2) of Section 28, T7N, R2E in Madison County, Mississippi; and

WHEREAS, the above named owners of said Lots 25 and 26 have erected board fences on the rear or East side of their lots, which fences encroach on the property of Sky Harbor Associates, Ltd. according to survey of W. D. Sturdivant dated August 29, 1978 as revised September 9, 1978; and

WHEREAS, the owners of said Lots 25 and 26 make no claim to the properties adverse to Sky Harbor Associates, Ltd. but desire to allow said fences to remain as located so long as the fences do not interfere with the use by Sky Harbor Associates, Ltd. of its properties.

NOW, THEREFORE, it is agreed by and between the said CHARLES C. CLARK and VIRGINIA GUICE CLARK, WILLIAM D. DENNIS, JR., and PATRICIA B. DENNIS and the said Sky Harbor Associates, Ltd. that the occupation of that part of the properties of Sky Harbor Associates, Ltd. as is located within the fences of said owners of Lots 25 and 26 of Gateway North, Part II, is with the permission of Sky Harbor Associates, Ltd. and is not

BOOK 160 PAGE 313

adverse and shall never become adverse, but shall continue to be permissive so long, and only so long, as permitted by the said Sky Harbor Associates, Ltd., or its successor or successors in title, and this covenant shall run with the land.

WITNESS our hands, this, the 1<sup>st</sup> day of DECEMBER, 1978.

Charles C. Clark  
CHARLES C. CLARK

Virginia G. Clark  
VIRGINIA GUICE CLARK

William D. Dennis, Jr.  
WILLIAM D. DENNIS, JR.

Patricia B. Dennis  
PATRICIA B. DENNIS

SKY HARBOR ASSOCIATES, LTD.  
BY George Krupp  
GEORGE KRUPP, General Partner  
BY Douglas Krupp  
DOUGLAS KRUPP, General Partner

BOOK 160 PAGE 314

STATE OF MISSISSIPPI

COUNTY OF

PERSONALLY came and appeared before me, the undersigned authority in and for the above jurisdiction, the within named CHARLES C. CLARK and VIRGINIA GUICE CLARK, who, being by me first duly sworn, on oath did state that they, and each of them, signed and delivered the above and foregoing Permissive Easement Agreement as their own act and deed on the day and date as therein first mentioned.

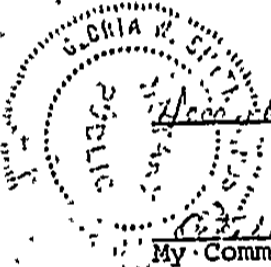
*Charles C. Clark*

~~see~~ GEORGE C. CLARK  
CHARLES

*Virginia Guice Clark*  
VIRGINIA GUICE CLARK

SWORN TO AND SUBSCRIBED before me, this, the 15 day of December, 1978.

*Henry M. Smith*  
NOTARY PUBLIC



9/1979  
My Commission expires:

STATE OF MISSISSIPPI

COUNTY OF

PERSONALLY came and appeared before me, the undersigned authority in and for the above jurisdiction, the within named William D. Dennis, Jr. and Patricia D. Dennis, who, being by me first duly sworn, on oath did state that they, and each of them, signed and delivered the above and foregoing Permissive Easement Agreement as their own act and deed on the day and date as therein first mentioned.

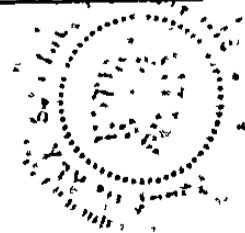
*William D. Dennis, Jr.*  
WILLIAM D. DENNIS, JR.

*Patricia B. Dennis*  
PATRICIA B. DENNIS

SWORN TO AND SUBSCRIBED before me, this, the 19 day of Dec, 1978.

*Bill M. [unclear]*  
NOTARY PUBLIC

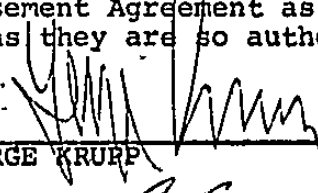
Commission Expires July 17 1980  
My Commission expires:



STATE OF MISSISSIPPI


COUNTY OF

PERSONALLY came and appeared before me, the undersigned authority in and for the above jurisdiction, the within named GEORGE KRUPP and DOUGLAS KRUPP, who, being by me first duly sworn on oath did state that they are, and each of them is, General Partners of SKY HARBOR ASSOCIATES, LTD., a limited partnership, and in such capacity each of them has executed the above and foregoing Permissive Easement Agreement as the act and deed of said limited partnership as they are so authorized and empowered to do.

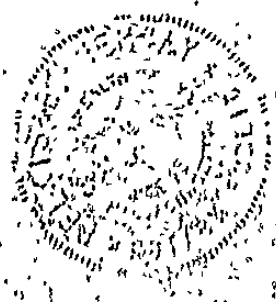
  
\_\_\_\_\_  
GEORGE KRUPP

  
\_\_\_\_\_  
DOUGLAS KRUPP

SWORN TO AND SUBSCRIBED before me, this, the 29<sup>th</sup> day of December, 1978.

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

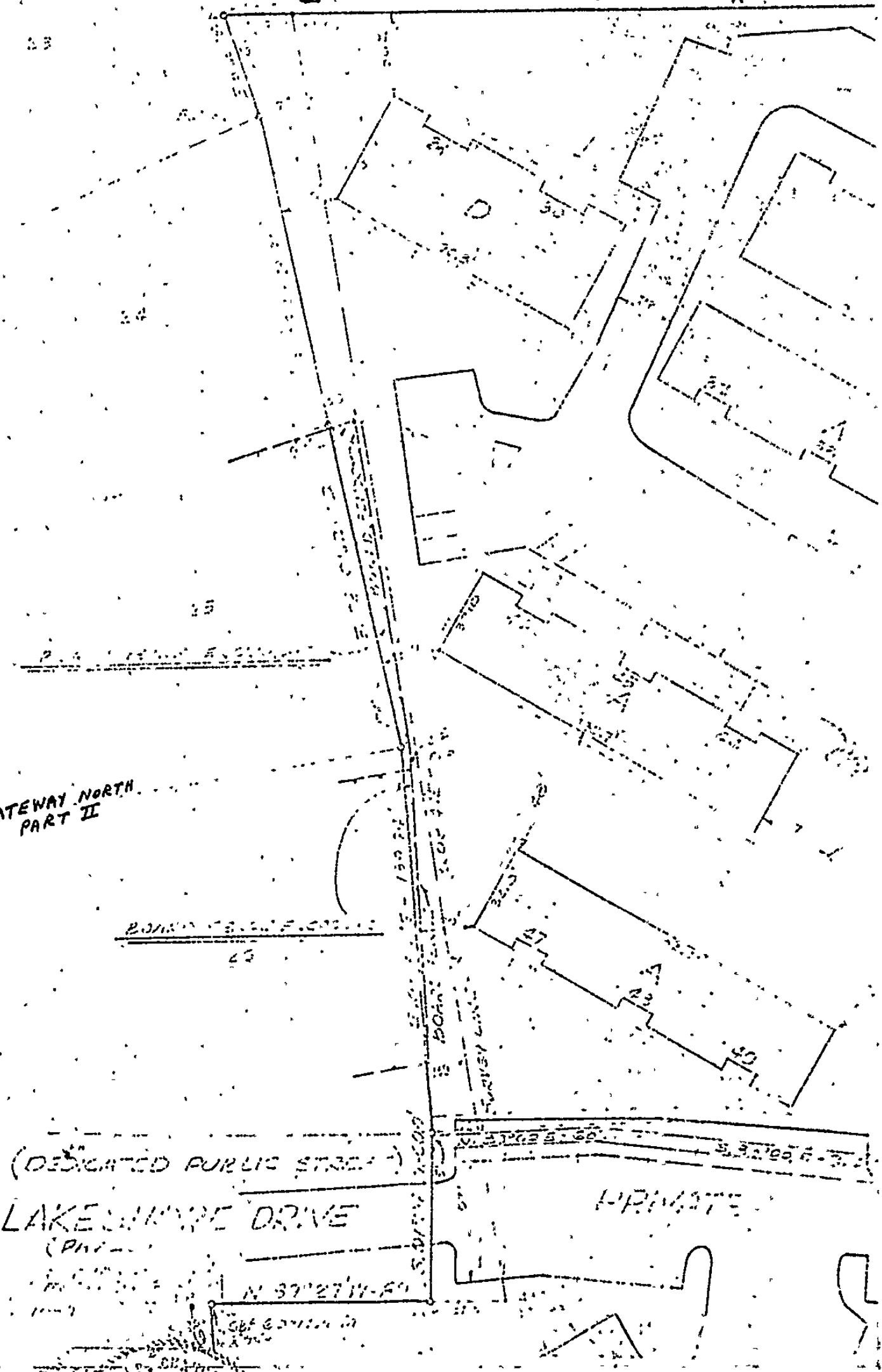
June 25, 1982  
My Commission expires:







GATEWAY NORTH  
PART II



(DEDICATED PUBLIC STREET)

LAKEVIEW DRIVE  
(PRIVATE)

PRIVATE

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8th day of January, 1979, at 11:10 o'clock A.M., and was duly recorded on the 9th day of JAN 9 1979, 19....., Book No. 160 on Page 312 in my office.

Witness my hand and seal of office, this the..... of JAN 9 1979, 19.....

BILLY V. COOPER, Clerk

By *N. Wright*....., D. C.

BOOK 160 PAGE 317

INDEXED

POWER OF ATTORNEY

7319

We, Odell Simpson Nealy, Laurene Simpson and Richard Simpson to hereby constitute and appoint Eddie Brooks of Goodman, Mississippi our true and lawful attorney for us in the management of the following described real estate we own in Madison County, Mississippi and being more particularly described as follows, to-wit:

NW 1/4 SE 1/4 and NE 1/4 SW 1/4 and 10 acres off east end NW 1/4 SW 1/4, Section 31, Township 12 North, Range 4 East, containing 90 acres, more or less.

Giving and granting unto our said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as we might or could do if personally present, the only exception to this power of attorney is that our attorney, Eddie Brooks, can in no way sell said property: all other things that he might do in the management of our estate we hereby ratify and confirm all things that our said attorney shall lawfully do or cause to be done.

WITNESS OUR SIGNATURES, this December 1, 1978.

Odell Simpson Nealy  
ODELL SIMPSON NEALY  
Laurene Simpson Tennial  
LAURENE SIMPSON Married Name  
Laurene Simpson Tennial  
Richard Simpson  
RICHARD SIMPSON

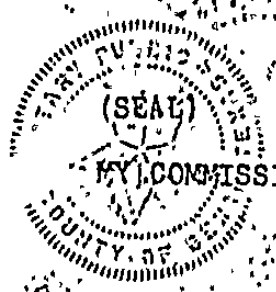
STATE OF TEXAS

COUNTY OF Bexar

Before me, the undersigned, a Notary Public in and for said County and State, this day, came ODELL SIMPSON NEALY, who acknowledged to me that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this 18 day of December, 1978.

Marie Gonzales  
NOTARY PUBLIC



DIVINE GONZALES  
NOTARY PUBLIC, BEXAR COUNTY, TEXAS  
MY COMMISSION EXPIRES JULY 28, 1980

STATE OF TENN  
COUNTY OF Shelby

Before me, the undersigned, a Notary Public in and for said County and State, this day, came LAURENE SIMPSON, who acknowledged to me that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this 9 day of Dec, 1978.

Wilfred R. [Signature]  
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES JULY 22, 1978

STATE OF Ohio  
COUNTY OF Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this day, came RICHARD SIMPSON, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this 11<sup>th</sup> day of December, 1978.

Margaret I. Watson  
NOTARY PUBLIC

(SEAL)

MARGARET I. WATSON  
Notary Public, State of Ohio - Cuyahoga County  
My Commission Expires Aug. 8, 1982

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of January, 1979, at 11:10 o'clock A. M., and was duly recorded on the JAN 9 day of 1979, Book No. 160 on Page 317 in my office.

Witness my hand and seal of office, this the JAN 9 of 1979.

BILLY V. COOPER, Clerk

By [Signature], D. C.

BOOK 160 PAGE 318

7520

WARRANTY DEED

FOR and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other valuable considerations, receipt of all of which is hereby acknowledged, We, ROBERT W. POLLARD AND JERRY B. POLLARD, do hereby sell, convey and warrant unto WOODY H. HOLT AND CYNTHIA P. HOLT, husband and wife, as joint tenants with the full right of survivorship, and not as tenants in common, the following described land and property situated in Madison County, Mississippi, to-wit:

A certain parcel of land which is more particularly described in Exhibit "A" attached hereto and made a part hereof just as though copied herein in full in words and figures, and which said parcel of land shall hereinafter sometimes be referred to as Lot 182 of Lake Lorman, Part 9, for purposes of reference and identification.

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

The Grantor does hereby grant unto the said Grantee, and unto 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 plats of those subdivisions known as Lake Lorman, Part 1 to 5, each inclusive, recorded in the office of the Chancery Clerk of Madison County, Mississippi, for purposes of ingress and egress to the public roads at the extremity of said private drives, this conveyance being made subject to the provisions of a certain covenant between Piedmont, Inc. and Madison County, Mississippi, relative to said private drives recorded in Deed Book 305 at page 348 in the office of the Chancery Clerk of Madison County, Mississippi.

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

Grantor does hereby grant and convey to said Grantees and unto Grantees successors in title a non-exclusive perpetual and irrevocable easement for the use of the surface of that body of water known as "Little Lake Lorman" also situated in Section 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing boating and swimming (but not for water skiing), subject to the covenants and restrictions hereinafter set out as to the use of said "Little Lake Lorman" and any other rules and regulations placed thereon by the Board of Governors of Lake Lorman as said Board is constituted under the provisions of the aforementioned instrument recorded in Deed Book 315 at Page 431 thereof in said Chancery Clerk's office.

The following protective covenants shall apply to the herein conveyed parcel of land, shall run with the land and shall be binding on all persons owning said lot from this date until May 1, 1983, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in Lake Lorman, Parts 1 to 5 inclusive, (being subdivisions of lands in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi) and a majority of the then owners of separate parcels of land which have been deeded to others by Piedmont, Inc., in said sections, having a frontage on "Little Lake Lorman" and being unofficially referred to as Lake Lorman Lots 159 to 196, inclusive, in

deeds from Piedmont, Inc., to various grantees, has been recorded, agreeing to change said covenants in whole or in part, or to revoke the same entirely:

1. Said Parcel shall be know and described as a residential lot, and no building shall be erected, placed, altered, or permitted to remain on any such residential lot other than one residential building meeting the specifications hereinafter set out, and not more than one residence shall be permitted on any lot at any one time.

2. No dwelling shall exceed two stories in height. No dwelling shall be permitted on any residential lot, the ground floor area of which dwelling, exclusive of one story open porches, shall be less than 900 square feet. Any private garage shall be attached to the dwelling.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No shack, barn or other outbuilding shall be erected on any residential lot. This covenant shall not prevent the construction of boathouses on lots along the shore line of Little Lake Lorman in a location to be approved by the Board of Governors of Lake Lorman, provided no tin, aluminum or other metal siding or roofing shall be used on any boathouse and provided further that all boathouses shall be neatly painted with at least two coats of paint. No trailer other than a boat trailer shall be placed or maintained on any lot. Fences shall be of metal construction and shall be of the type generally known as "chain link" fence.

5. No residential lot shall be re-subdivided. However, nothing herein contained shall prevent the owner of two adjoining lots or the owner of one whole lot and a portion of an adjoining lot from treating the combined area so owned as one building lot, in which event the set back lines for building purposes shall be construed and interpreted to apply to the outside lines of the combined area and not to the line which is common to both lots.

6. No building shall be located on any residential lot nearer than fifty (50) feet to the front lot line nor nearer than ten (10) feet to any side lot line; provided, however, that this covenant shall not be construed so as to permit any portion of a building on a lot to encroach upon another lot except in cases where two adjoining lots or one whole lot and a portion of an adjoining lot are owned by one person (or by one person and one person and his or her spouse) and there is only one residence constructed on the combined area thus owned in both lots. But nothing herein contained or contracted in covenant 5 above shall be so construed as to permit a part of a lot as originally conveyed by Piedmont, Inc., to be used alone as a lot separate and apart from an adjoining full lot. The words "front lot line" as used in these restrictive covenants shall be construed to mean the lot line abutting Little Lake Lorman and all residences shall be so constructed as to front or face the body of water know as Little Lake Lorman.

7. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

9. All residences constructed on either of said lots shall be of brick veneer finish or of frame construction with either wood or asbestos siding on the outside. All houses having outside finishes of wood shall have all wooden surfaces neatly painted with at least two coats of paint.

10. Said lot owners shall be bound by the following rules and regulations affecting the use of said Little Lake Lorman and the lots hereby conveyed.

A. One pier may be erected in the water in front of each lot, which said pier (including any platform attached hereto) shall not extend more than 30 feet into the lake area from the front lot line. Piers shall be built of pressure treated lumber, shall not be more than four (4) feet in width and the location of each pier as well as the angle at which it shall project into the lake from the front lot line shall be approved before construction by the Board of Governors of Lake Lorman. Any platform attached to any pier shall be built of the same type material approved for piers and shall not extend more than six (6) feet on either side of the center line of the pier, and shall not be more than ten (10) feet in width. No such piers or platforms shall have any roof or sides other than a rail.

B. Not more than one motor shall be used any time on or in any boat. The size of boats permitted on said lake and the horsepower of motors used on boats in said lake shall be governed by rulings made from time to time by the Board of Governors herein provided for. The owner of each lot shall be entitled to have not more than two boats on or in the water of the lake at any time, which two boats shall be owned by the lot owner, personally. Both of said boats may be fishing type boats; at the election of the lot owner, one may be a pleasure boat and the other shall be a fishing type boat.

C. No firearms of any kind shall be discharged or fired from any boat or by anyone across said body of water, or into said body water or on any lot.

D. No boat of any kind owned by any person other than the owner of one of the conveyed lots shall at any time be allowed on Little Lake Lorman.

E. The body of water known as Little Lake Lorman shall be governed and controlled by the Board of Governors of Lake Lorman elected and constituted as set forth in the instrument executed by Piedmont, Inc., and recorded in Book 315 at Page 431 in the office of the Chancery Clerk of Madison County, Mississippi.



F. The owner of each lot shall annually pay to the Board of Governors a maintenance charge in an amount not to exceed \$50.00 per lot per year for the purpose of creating a fund to be known as "Lake Lorman Maintenance Fund", which fund shall be a trust fund to be used for any purpose which in the sole discretion of said Board shall be determined beneficial to the lot owners easement rights in either Lake Lorman or Little Lake Lorman which purposes shall include but not be limited to the upkeep and maintenance of those forty foot private easements for ingress and egress shown on plats of Lake Lorman subdivision, Part 1 to 5 inclusive and the other easements for ingress and egress appurtenant to any lot conveyed by Piedmont, Inc., in either Section 5 or 6, Township 7 North, Range 1 East, Madison County, Mississippi.

G. No lot shall be sold or conveyed to anyone unless the prospective owner or grantee shall have first been passed upon and approved by the Board of Governors of Lake Lorman as being a desirable person to have as a member of the group of lot owners using Little Lake Lorman. Nor shall any owner of any of said lots lease or rent the same to any tenant or lessee until such tenant or lessee has been approved by said Board of Governors as being a desirable person to have in occupancy of said property.

H. No alcoholic beverages shall be kept in or transported in any boats on Little Lake Lorman nor shall any intoxicating beverages be drunk by any person while using said lake for boating, swimming, fishing or for any other purpose.

I. The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out with reference to activities on the lake, which rules in the opinion of the Board of Governors shall add to the beneficial use of Little Lake Lorman and contribute to the safety and beauty of the lake.

J. Little Lake Lorman shall not be used for water skiing.

11. Any and all septic tanks installed on any of said lots shall be installed in accordance with the rules and requirements of

the Mississippi State Board of Health regarding septic tanks, and shall not be put into use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.

12. No garbage, refuse or trash of any kind shall at any time be dumped on or deposited in Little Lake Lorman.

13. All owners of lots shall at all times keep the grass on said lots neatly cut and shall keep said lots free of weeds, litter and rubbish of all kinds.

14. No Improvements of any kind shall be erected or the erection thereof begun, or changes made in the exterior design thereof after original construction on a lot, until plans and specifications according to which construction or alteration will be made have been submitted to and approved in writing by the aforementioned Board of Governors.

15. No guest or invitee of any lot owner shall use Little Lake Lorman for fishing, boating, swimming or any other purpose unless accompanied by the lot owner whose guest or invitee he is.

16. All lots shall be so owned that the record title to said lots will be vested in one individual person, or in two persons, if those two persons are husband and wife. No corporation, partnership, association or club shall become vested with title to or rent any of said lots. In those instances where a person purchasing a lot elects to have title vested in the spouse of the purchaser, title may be held by a husband and wife as either tenants in common or as joint tenants with the full right of survivorship.

17. No animal other than household pets shall be kept temporarily or permanently on any of the property conveyed by this deed.

The Grantor does further convey unto the Grantee a perpetual nonclusive easement for ingress and egress over the across those certain parcels of land more particularly described in the easement agreement between Grantor and Nelson Virden, et al, recorded in Book 117 at Page 346 in the office of the Chancery Clerk of Madison County, Mississippi.

There is excepted from the warranty of this conveyance and, this conveyance is expressly made subject to any and all special assessment liens against said property in favor of Lake Lorman Utility District and all zoning ordinances of Madison County, Mississippi.

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

Witness my signature, this the 6th day of December, 1978.

[Signature]  
Robert W. Pollard

[Signature]  
Jerry B. Pollard

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Robert W. Pollard and Jerry B. Pollard who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and seal, this the 6th day of December, 1978.

[Signature]  
Notary Public  
My Com. Expires: May 7, 1982




EXHIBIT "A"

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

Beginning at the southwest corner of said Section 5 and run north 2394.54 feet; thence South 65 degrees 32 minutes 30 seconds East, 222.5 feet; thence North 51 degrees 52 minutes 30 seconds East, 198.2 feet; thence North 82 degrees 51 minutes 30 seconds East, 333 feet; thence North 33 degrees 43 minutes East, 187 feet; thence North 2 degrees 41 minutes East, 60 feet to the southeast corner and the point of beginning of the parcel described herein; thence North 2 degrees 41 minutes East, 200 feet the northeast corner; thence South 72 degrees 12 minutes 30 seconds West, 229 feet to the northwest corner of the within described; thence South 37 degrees 15 minutes 30 seconds East, 55 feet to the southwest corner; thence South 68 degrees 49 minutes East, 195.3 feet the point of beginning.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of January, 1979, at 1:20 o'clock P.M., and was duly recorded on the day of JAN 9 1979, 19....., Book No. 160 on Page 319 in my office.

Witness my hand and seal of office, this the..... of..... JAN 9 1979, 19.....

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

STATE OF MISSISSIPPI

COUNTY OF MADISON

BOOK 160 PAGE 323

RECORDED

WARRANTY DEED

7921

W  
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, I, PRENTISS HARRY HAWKINS, do hereby sell, convey and warrant unto J. T. VARNER, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

East Half (E 1/2) of West Half (W 1/2) of North-east Quarter (NE 1/4), Section 10, Township 9 North, Range 5 East, Madison County, Mississippi, containing 40 acres, more or less.

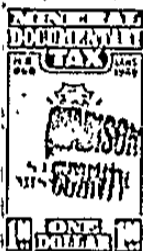
This property also known as the Isiah Williams property.

This conveyance is executed subject to the following exceptions:

1. That certain mineral deed from Isiah Williams and Maggie Hargons Williams, husband and wife, to J. H. Woodruff and Lena Schroeder Woodruff, dated September 13, 1943, and recorded in Book 26 at page 251 of the land deed records of Madison County, Mississippi, conveying one-half (1/2) interest in and to all oil, gas and other minerals in twenty mineral acres in the E 1/2 W 1/2 NE 1/4, Section 10, Township 9 North, Range 5 East, Madison County, Mississippi.
2. Reservation of one-half (1/2) oil, gas and other minerals in deed recorded in Book 157 at page 668, Madison County, Mississippi.
3. Zoning Ordinances and Subdivision regulations of Madison County, Mississippi.
4. Ad valorem taxes for the year 1978 shall be prorated with the Grantor paying 12/12ths of said taxes and the Grantee paying 0/12ths of said taxes.
5. Grantors reserves one-half (1/2) of all oil, gas and other minerals which he may own lying in, on and under the above described property.

EXECUTED this the 8<sup>th</sup> day of January, 1978.

Prentiss Harry Hawkins  
PRENTISS HARRY HAWKINS



STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 150 PAGE 329

Personally appeared before me, the undersigned authority in and for said county and state, the within named PRENTISS HARRY HAWKINS, who acknowledged that he signed, executed and delivered the above and foregoing deed on the day and year therein mentioned.

Given under my hand and official seal, this the 8<sup>th</sup> day of January, 1978.



Aquita Ann Scott  
NOTARY PUBLIC

My commission expires:  
MY COMMISSION EXPIRES JUNE 6, 1982

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of January, 1979, at 2:00 o'clock P.M., and was duly recorded on the 9 day of JAN 9, 1979, Book No. 160 on Page 329 in my office.

Witness my hand and seal of office, this the 9 day of JAN, 1979, 1979  
BILLY V. COOPER, Clerk

By [Signature] D. C.

W

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, HOWARD SNYDER, JR., do hereby sell, convey and warrant unto G. C. HANKINS the following described real property lying and being situated in Madison County, Mississippi, to-wit:

TRACT I: NE $\frac{1}{4}$  SW $\frac{1}{4}$  and 10 acres off West side of NW $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 34, Township 11 North, Range 4 East, LESS AND EXCEPT an undivided one-half (1/2) interest in and to all oil, gas and other minerals, containing 50 acres, more or less.

TRACT II: NW $\frac{1}{4}$  SE $\frac{1}{4}$  LESS ten (10) acres on West side, LESS AND EXCEPT an undivided 139.14/160ths interest in and to all oil, gas and other minerals in, on and under the same; AND SW $\frac{1}{4}$  SE $\frac{1}{4}$  and SE $\frac{1}{4}$  SW $\frac{1}{4}$ , LESS AND EXCEPT an undivided 158.36/160ths interest in and to all oil, gas and other minerals in, on and under the same, all in Section 34, Township 11 North, Range 4 East, and containing 110 acres, more or less.

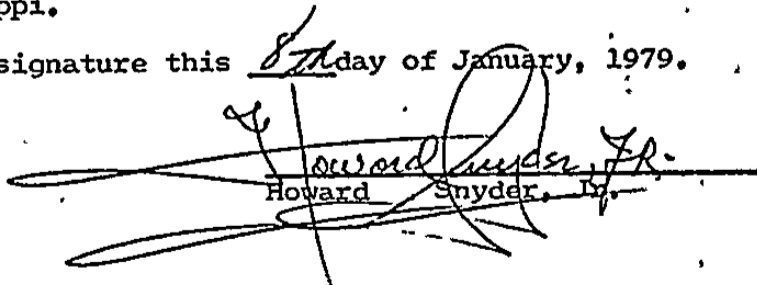
TRACT III: SW $\frac{1}{4}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 3, Township 10 North, Range 4 East, containing 10 acres, more or less, LESS AND EXCEPT all oil, gas and other minerals, which was reserved by prior owners of record.

TRACT IV: N $\frac{1}{2}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$ ; N $\frac{1}{2}$  NW $\frac{1}{4}$  NE $\frac{1}{4}$  and NW $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 3, Township 10 North, Range 4 East, containing 50 acres, more or less, LESS AND EXCEPT all oil, gas and other minerals, which was reserved by prior owners of record.

This conveyance and the warranty herein is made subject to the following exceptions, to-wit:

1. 1979 ad valorem taxes which are to be paid by the Grantee herein.
2. Zoning and sub-division regulation ordinance of Madison County, Mississippi.

WITNESS my signature this 8th day of January, 1979.

  
Howard Snyder, Jr.

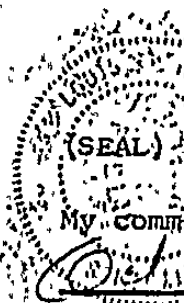
COUNTY OF MADISON  
STATE OF MISSISSIPPI

BOOK 160, PAGE 331

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, HOWARD SNYDER, JR. who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL seal on this the 9<sup>th</sup> day of January, 1979.

Leslie J. Smith  
Notary Public



My commission expires:

Oct 27 1982

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office, this 9 day of January, 1979, at 4:50 o'clock P.M., and was duly recorded on the 9 day of January, 1979, Book No. 160 on Page 330. In my office.

Witness my hand and seal of office, this the 9 day of January, 1979.

BILLY V. COOPER, Clerk

By Sp. Ashby, D. C.



W

WARRANTY DEED

BOOK 160 PAGE 332

7936

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 which are hereby acknowledged, the undersigned NELSON HOMES, INC., a corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto J. GREGORY CHAMPION and wife, GALE O. CHAMPION, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in the County of Madison, Mississippi, to-wit:

LOT NINETY NINE (99), GREENBROOK SUBDIVISION, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Slide B-24, reference to which is hereby made in aid of and as a part of this description.

This conveyance and the warranty hereof are made subject to all building restrictions, restrictive covenants, easements, rights-of-way and mineral reservations of record, if any, pertaining to the above described property.

It is understood and agreed that 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 Grantor agrees to pay to Grantee or assigns, any deficiency on an actual proration, and likewise Grantee agrees to pay to Grantor or assigns, any amount over paid by it or them.

WITNESS OUR SIGNATURE on this the 5th day of January, 1979.

NELSON HOMES, INC.

BY: *Earl A. Nelson, Jr.*  
Earl A. Nelson, Jr., President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 160 PAGE 332

BY: Earl A. Nelson, Jr.  
Earl A. Nelson, Jr., President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

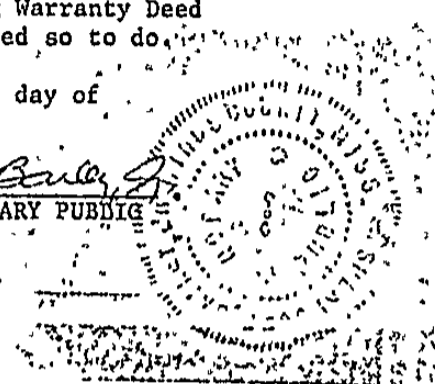
BOOK 160 PAGE 333

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Earl A. Nelson, Jr. who acknowledged that he is President of NELSON HOMES, INC., a corporation, and that for and on behalf of said corporation as its act and deed as Grantor, he signed and delivered the foregoing Warranty Deed on the day and year therein mentioned, being duly authorized so to do.

GIVEN under my hand and official seal on this the 5th day of January, 1979.

My Commission Expires:  
10/21/81

Sherwood R. Bailey, Jr.  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of January, 1979, at 9:00 o'clock a.M., and was duly recorded on the JAN 16 1979 day of JAN 16 1979, 19....., Book No. 160 on Page 332 in my office.

Witness my hand and seal of office, this the.....of JAN. 16. 1979....., 19.....

BILLY V. COOPER, Clerk

By B. V. Cooper

W

WARRANTY DEED

BOOK 160 PAGE 334

For and in consideration 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, the undersigned JULIE STOKES LEE, does hereby sell, convey and warrant unto JUDITH LEE GRAFTON an undivided one-half (1/2) interest in common (being all of her remaining interest) in the following described property lying and being situated in Madison County, Mississippi; and being more particularly described as follows, to wit:

The E 1/2 NW 1/4 and W 1/2 W 1/2 E 1/2 lying north of the road and the NE 1/4 SW 1/4 lying north of the road all in Section 22, Township 9 North, Range 1 East containing 160 acres more or less. It being the intention herein to convey all property owned by Grantor lying in said Section 22 and north of the road except approximately 60 acres in the W 1/2 NW 1/4 north and east of the creek, whether property described or not.

Witness my signature this 9<sup>th</sup> day of January, 1979.

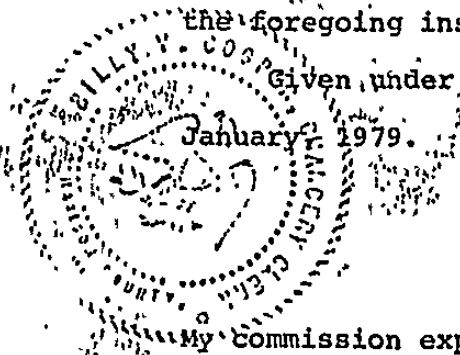
Julie Stokes Lee  
Julie Stokes Lee

STATE OF MISSISSIPPI

COUNTY OF

Personally appeared before me, the undersigned authority in and for said State and County, the within named Julie Stokes Lee, 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 9<sup>th</sup> day of January, 1979.



Billy V. Cooper  
Notary Public

My Commission expires:

1-7-80

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9<sup>th</sup> day of January, 1979, at 1:30 o'clock P.M., and was duly recorded on the JAN 16 1979 day of JAN 16 1979, 1979, Book No. 160 on Page 334 in my office.

Witness my hand and seal of office, this the JAN 16 1979 day of JAN 16 1979, 1979.

BILLY V. COOPER, Clerk

By D. J. Wright, D. C.

2

ASSUMPTION WARRANTY DEED

2

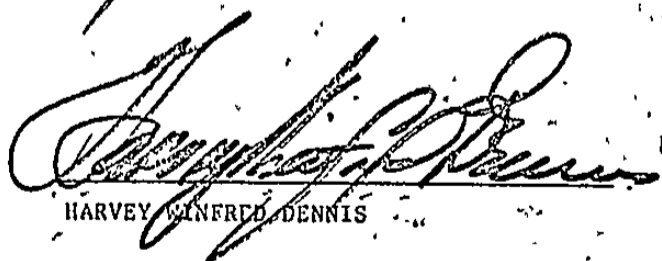
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due that certain indebtedness due and owing unto Hancock Mortgage Corporation which indebtedness is secured by a Deed of Trust dated November 21, 1978, and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Deed of Trust Record Book 450 at Page 279, I, the undersigned, HARVEY WINFRED DENNIS, do hereby sell, convey and warrant unto NORWOOD S. TOLER, III and SIDNEY P. ALLEN the land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Twelve (12), TRACELAND NORTH, PART V, 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 Cabinet B, Slide 23, reference to which map or plat is hereby made in aid of and as a part of this description.

The Grantor herein hereby transfer and assign unto the Grantees all escrow accounts for taxes and insurance now held by Hancock Mortgage Corporation in connection with the above indebtedness.

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

WITNESS MY SIGNATURE this the 9<sup>th</sup> day of January, 1979.

  
HARVEY WINFRED DENNIS

STATE OF MISSISSIPPI

COUNTY OF ~~EFFERENSE~~ MADISON:

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Harvey Winfred Dennis, who acknowledged to me that he signed and delivered the above and foregoing

BOOK 160 PAGE 336

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 9th day of January, 1979.



*Ann E. Tucker*  
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 9th day of January, 1979, at 2:45 o'clock P.M., and was duly recorded on the JAN 16 day of 1979, 1979, Book No 160 on Page 335 in my office.

Witness my hand and seal of office, this the JAN 16 day of 1979, 1979.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

W

INDEXED

4

WARRANTY DEED

BOOK 160 PAGE 337

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid; and other good and valuable considerations, the assumption by the Grantees of that certain indebtedness held by LAUREL FEDERAL SAVINGS & LOAN ASSOCIATION, and secured by a Deed of Trust on file and of record in the office of the Chancery Clerk of the County of Madison, State of Mississippi, in Deed of Trust Book 433 at Page 131; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned; M. RAY CURTIS and REBECCA W. CURTIS, do hereby sell, convey and warrant unto C. R. HOLLIS and wife, PENNI M. O. HOLLIS ----- as joint tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

A parcel of land being situated in the SW 1/4 of Section 15, T7N, R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at the SW corner of said Section 15 and run thence North 1222.71 feet; run thence East 534.89 feet to an iron bar marking the SW corner of and the Point of Beginning for the property herein described; run thence North 0 degrees 24 minutes West, 721.25 feet to an iron bar on the Southern R.O.W. line of St. Augustine Drive; run thence South 89 degrees 15 minutes 30 seconds East, along the South R.O.W. line of St. Augustine Drive 181.82 feet to an iron bar; run thence South 0 degrees 24 minutes East 715.81 feet to an iron bar on a fence line; run thence South 89 degrees 01 minutes 30 seconds West along a fence line, 181.79 feet to the Point of Beginning, containing 3.00 acres, more or less.

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 said Grantees or their assigns any deficit on an actual proration.

THIS CONVEYANCE is subject to those certain restrictive covenants presently in force, recorded in the office of the Chancery Clerk of Hinds County, Mississippi, in Book 146 at Page 699.

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

the above described property.

BOOK 160 PAGE 338

WITNESS the respective hand and signature of the undersigned Grantors hereto affixed on this the 8th day of January, 1979.

*M. Ray Curtis*  
M. RAY CURTIS

*Rebecca W. Curtis*  
REBECCA W. CURTIS

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named M. RAY CURTIS and REBECCA W. CURTIS, who each acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the 8th day of January, 1979.

*Joan M. Sullivan*  
NOTARY PUBLIC

My Comm. Expires:

*2-19-80*

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this *9* day of *January*, 19*79*, at *2:30* o'clock *P.* M., and was duly recorded on the *16* day of *JAN 16 1979*, 19*79*, Book No. *160* on Page *337* in my office.

Witness my hand and seal of office, this the *JAN 16 1979* of *1979*.

BILLY V. COOPER, Clerk

By *N. Wright*, D.C.

W

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, and for the further consideration of the cancellation and complete forgiveness of that certain promissory note executed on June 10, 1975, in the amount of \$14,620.85, which promissory note was on said date executed by Gaines W. Stegall to Gaines L. Stegall, the undersigned, GAINES W. STEGALL, does hereby sell, convey and quitclaim unto GAINES L. STEGALL any and all interest in and to the following described land and property lying and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

PARCEL I: All right, title and interest in and to that certain easement acquired by the undersigned from Murray S. Cox, Jr., by instrument dated September 15, 1976, and recorded in Book 147, page 31, said property being described as follows:

A ROW and easement 60.0 feet in width being 30.0 feet either side of a line that begins 417.7 feet east of the intersection of the east ROW line of Highway I-55 with the south line of Section 31, Township 8 North, Range 2 East, Madison County, Mississippi, and from said point of beginning run thence north 33 degrees 56 minutes east 1392.1 feet to a point on the north line of the property now or formerly owned by Murray Cox; thence north 33 degrees 56 minutes east 17.8 feet to a point; thence north 59 degrees 47 minutes east 142.5 feet to a point; thence north 23 degrees 59 minutes east 81.2 feet to the center of a proposed bridge; thence north 23 degrees 59 minutes east 549.9 feet to a point; thence north 32 degrees 56 minutes east 240.4 feet to a point on the east line of said Section 31, Township 8 North, Range 2 East, Madison County, Mississippi; thence north 39 degrees 56 minutes east 1396.7 feet to a point on the south line of the Robert Parkes property that is 740.0 feet east of the east ROW line of said Highway I-55; said property lying and being situated in the SE $\frac{1}{4}$  of Section 31 and the W $\frac{1}{2}$  of Section 32, Township 8 North, Range 2 East, Madison County, Mississippi.

PARCEL II: All right, title and interest in and to that certain easement acquired by the undersigned from Sarah Rhodes Jefferson by instrument dated August 2, 1976, and recorded in Book 146, at page 134 of the records in the office of the Chancery Clerk of Madison County, Mississippi, said property being described as follows, to-wit:

An exclusive ROW and easement over and across the R.S. Jefferson property 60.0 feet in width and more particularly described as beginning at a point on



the north margin of a public road that is 47.7 feet west of the southwest corner of the L. M. Minninger property and run thence northeasterly 185.9 feet to the P. C. of a 02 degree 00 minutes curve with a radius of 2864.8 feet; thence 283.6 feet along the arc of said 02 degree 00 minutes curve to the P.T.; thence northerly 2236.2 feet to the south line of the M.S. Cox, Jr. property, containing 3.77 acres, more or less; said property lying and being situated in the NE $\frac{1}{4}$ , Section 6, Township 7 North, Range 2 East, Madison County, Mississippi.

BOOK 160 PAGE 340

WITNESS my signature, this 8<sup>th</sup> day of January, 1979.

GAINES W. STEGALL  
GAINES W. STEGALL

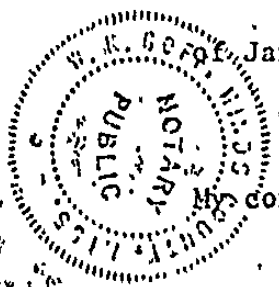
STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for said county and state, the within named GAINES W. STEGALL, 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 seal of office, this 8<sup>th</sup> day of January, 1979.

[Signature]  
NOTARY PUBLIC



My commission expires: 3-9-81

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 10 day of January, 1979, at 9:00 o'clock A..M., and was duly recorded on the JAN 16 1979 day of JAN 16 1979, 19....., Book No. 160 on Page 339 in my office.

Witness my hand and seal of office, this the.....of JAN 16 1979....., 19.....

BILLY V. COOPER, Clerk

By [Signature]..... D. C.

W

WARRANTY DEED

BOOK 160 PAGE 341 EX-100-9

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand this day paid and other good and valuable considerations, the receipt of which is hereby acknowledged, MAGNOLIA SECURITY CO., INC., a Mississippi Corporation, does hereby sell, convey and warrant unto BEST LAND CO., a Mississippi Corporation, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

LOT 127 LONGMEADOW SUBDIVISION, PART III, a subdivision of record and on file in the office of the Chancery Clerk of Madison County, Mississippi at Canton, Mississippi in Plat Slide B-29, reference to which is hereby made.

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

This conveyance is subject to the zoning regulations of the City of Ridgeland, Madison County, Mississippi and Air, Water, Pollution and Flood Control Regulations imposed by any governmental authority having jurisdiction over same.

It is understood and agreed that ad valorem taxes for the current year are assumed by the Grantees herein.

WITNESS the signature of Grantor, this the 8th. day of January, 1979.

MAGNOLIA SECURITY CO., INC.

BY: W. W. Bailey  
W. W. Bailey, President

STATE OF MISSISSIPPI  
COUNTY OF HINDS.

PERSONALLY came and appeared before me, the undersigned authority duly authorized by law to take acknowledgements in and for said County and State, the within named, W. W. BAILEY, who acknowledged that he is President of MAGNOLIA SECURITY CO., INC., a Mississippi Corporation, and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he being duly authorized so to do by said corporation.

GIVEN under my hand and official seal, this the 8th. day of January, 1979.

Betty J. McDaniel  
NOTARY PUBLIC

My Commission Expires:  
MY COMMISSION EX. DEC NOV. 1, 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 10. day of January, 1979, at 9:00 o'clock A.M., and was duly recorded on the 16. day of JAN 16 1979, 1979, Book No. 160 on Page 341 in my office.

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

BILLY V. COOPER, Clerk

By: D. Wright D. C.

STATE OF MISSISSIPPI

COUNTY OF HINDS

BOOK 160 PAGE 342

INDEXED

WARRANTY DEED

20

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, \_\_\_\_\_

VERNON H. CHADWICK do hereby sell,

convey, and warrant unto JAMES I. WILLIAMS

\_\_\_\_\_, ~~as joint-tenants with full-rights-of-survivorship~~

~~and not as tenants-in-common~~, the following described land and property

situated in Madison County, Mississippi, more

particularly described as follows, to-wit:

Lot 24, PEAR ORCHARD SUBDIVISION, Part 3, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5 at Page 56 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

Excepted from the warranty of this conveyance are any and all easements, dedications, rights-of-way, mineral reservations and mineral conveyances, and restrictive covenants 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 November

1978.

  
VERNON H. CHADWICK

STATE OF MISSISSIPPI

COUNTY OF HINDS

BOOK 160 PAGE 343

THIS DAY personally appeared before me, the undersigned Notary Public in and for said county, the within named \_\_\_\_\_

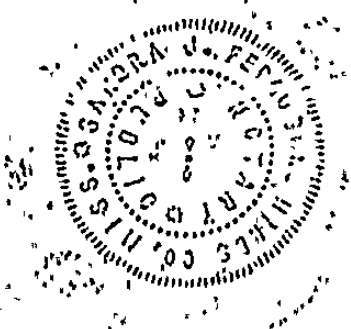
Vernon H. Chadwick, who acknowledged that he signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of office, this the 1st day of November, 1978.

*Charles J. Ferguson*  
NOTARY PUBLIC

My Commission expires:

10/28/79



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10 day of January, 1979, at 9:00 o'clock A.M., and was duly recorded on the 16 day of JAN 16 1979, 1979, Book No. 160 on Page 342 in my office.

Witness my hand and seal of office, this the ..... of JAN 16 1979, 1979.

BILLY V. COOPER, Clerk

By D. Wright, D.C.

STATE OF MISSISSIPPI

COUNTY OF MADISON

BOOK 160 PAGE 344

WARRANTY DEED

21

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 I. WILLIAMS

\_\_\_\_\_ do hereby sell,  
convey, and warrant unto WILLIAM C. LIGHT and wife, DEBRA LYNN LIGHT

\_\_\_\_\_, as joint tenants with full rights of survivorship  
and not as tenants in common, the following described land and property  
situated in -----Madison----- County, Mississippi, more  
particularly described as follows, to-wit:

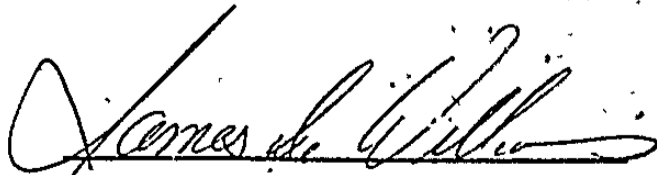
Lot 24, PEAR ORCHARD SUBDIVISION, Part 3, a subdivision  
according to the map or plat thereof on file and of record  
in the office of the Chancery Clerk of Madison County at  
Canton, Mississippi in Plat Book 5 at page 56 thereof,  
reference to which map or plat is hereby made in aid of  
and as a part of this description.

Excepted from the warranty of this conveyance are any and all ease-  
ments, dedications, rights-of-way, mineral reservations and mineral con-  
veyances, and restrictive covenants 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 29th day of December

197 8



James I. Williams

STATE OF MISSISSIPPI

COUNTY OF HINDS

BOOK 160 PAGE 345

THIS DAY personally appeared before me, the undersigned Notary Public in and for said county, the within named \_\_\_\_\_

James I. Williams, who acknowledged that he

signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of office, this the 29th day of December, 1978.

*Charles J. Ferguson*  
NOTARY PUBLIC

My Commission expires:

10/28/79



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10 day of January, 1979, at 9:01 o'clock a.M., and was duly recorded on the 16 day of JAN 16, 1979, Book No. 160 on Page 345 in my office.

Witness my hand and seal of office, this the 16 day of JAN 16, 1979.

BILLY V. COOPER, Clerk

By W. Wright, D. C.

WARRANTY DEED

BOOK 160 PAGE 340

INDEXE  
23

2

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged I the undersigned EVA MAE BROWN do hereby sell, convey and warrant unto CLIFTON BROWN and PATRICIA W. BROWN as joint tenants with right of survivorship and not as tenants in common the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Commencing at the intersection of the centerline of Crawford Street with the centerline of Taylor Street in the Town of Madison, Mississippi, thence run Westerly along the centerline of Taylor Street for 25 feet, thence turn a deflection angle of  $88^{\circ} 27'$  to the right and run Northerly and parallel to the centerline of Crawford Street for 96.32 feet to the POINT OF BEGINNING of the following described property;

Thence continue Northerly and parallel to the centerline of Crawford Street for 85.42 feet, thence turn a deflection angle of  $89^{\circ} 58'$  to the left and run Westerly for 141.60 feet, thence turn a deflection angle to the left of  $90^{\circ} 02'$  and run Southerly for 83.09 feet, thence turn a deflection angle of  $89^{\circ} 01'$  to the left and run Easterly for 141.62 feet to the POINT OF BEGINNING.

The above described property is located in the Town of Madison, Mississippi, in the  $S\frac{1}{2}$  of the  $S\frac{1}{2}$  of the  $NE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 7, T-7-N, R-2-E, Madison County, Mississippi, and contains 0.27 Acres, more or less.

Excepted from the warranty of this conveyance are the zoning ordinances of record.

WITNESS MY SIGNATURE this 10 day of January, 1979.

*Eva Mae Brown*  
EVA MAE BROWN

STATE OF MISSISSIPPI

COUNTY OF MADISON

BOOK 160 PAGE 347

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid CLIFTON BROWN and PATRICIA W. BROWN who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 2 day of January, 1979.

*[Handwritten Signature]*

NOTARY PUBLIC



My commission expires

*9/1/80*

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10 day of January, 1979, at 9:30 o'clock A.M., and was duly recorded on the JAN 16 day of 1979, Book No. 160 on Page 346 in my office.

Witness my hand and seal of office, this the JAN 16 day of 1979.

BILLY V. COOPER, Clerk

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



QUITCLAIM DEED

BOOK 160 PAGE 348

INDEXED

25

20  
FOR AND IN CONSIDERATION of the sum of Ten Dollars,  
(\$10.00), cash in hand paid and other good and valuable  
consideration the receipt and sufficiency of which is hereby  
acknowledged I the undersigned OSCAR ALDRIDGE <sup>Mr. Estelle Aldridge</sup> do hereby disclaim,  
convey and quitclaim all my right, title and interest in and  
to the below described property, to EVA MAE BROWN, Parcel I,  
and ROBERT LEE WINSTON, Parcel II, lying and being situated  
in Madison County, Mississippi, to-wit:

PARCEL I

Commencing at the intersection of the centerline  
of Crawford Street with the centerline of Taylor  
Street in the Town of Madison, Mississippi, thence,  
run Westerly along the centerline of Taylor Street  
for 25 feet, thence turn a deflection angle of 88°  
27' to the right and run Northerly and parallel  
to the centerline of Crawford Street for 96.32 feet  
to the POINT OF BEGINNING of the following described  
property;

Thence continue Northerly and parallel to the  
centerline of Crawford Street for 85.42 feet, thence  
turn a deflection angle of 89° 58' to the left and  
run Westerly for 141.60 feet, thence turn a deflection  
angle to the left of 90° 02' and run Southerly  
for 83.09 feet; thence turn a deflection angle of  
89° 01' to the left and run Easterly for 141.62 feet  
to the POINT OF BEGINNING.

The above described property is located in the Town  
of Madison, Mississippi, in the S½ of the S½ of  
the NE¼ of the SE¼ of the SE¼ of Section 7, T-7-N,  
R-2-E, Madison County, Mississippi, and contains  
0.27 Acres, more or less.

PARCEL II

Commencing at a point where the centerline of Crawford  
Street intersects the centerline of Taylor Street  
as said streets now exist in the Town of Madison,  
Mississippi, thence run Westerly along the centerline  
of Taylor Street for 25 feet, thence turn a deflection  
angle of 88°27' to the right and run Northerly for  
10.9 feet to the POINT OF BEGINNING of the following  
described property;

Thence continue Northerly and parallel to the  
centerline of Crawford Street for 85.42 feet,  
thence turn a deflection angle of 89° 01' to the  
left and run Westerly for 141.62 feet, thence  
turn a deflection to the left of 90°59' and  
run Southerly for 85.42 feet, thence turn a

deflection angle of 89° 01' to the left and  
run Easterly for 141.62 feet to the POINT OF  
BEGINNING.

BOOK 160 PAGE 349

The above described property is located in the Town  
of Madison, Mississippi, in the S½ of the S½ of  
the NE¼ of the SE¼ of the SE¼ of Section 7,  
T-7-N, R-2-E, Madison County, Mississippi and contains  
0.28 Acres, more or less.

WITNESS MY SIGNATURE this 20 day of December,

1978.

*Oscar Aldridge*  
OSCAR ALDRIDGE

*Mrs. Justice Aldridge*

STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY appeared before me the undersigned  
authority in and for the County aforesaid OSCAR ALDRIDGE who  
acknowledged that he signed and delivered the foregoing  
instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 20 day of

December, 1978.

*Malcolm*  
NOTARY PUBLIC

My commission expires:

*11/80*



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed  
for record in my office this 10 day of January, 1979, at 9:30 o'clock A. M., and  
was duly recorded on the 10 day of JAN 16 1979, 1979, Book No. 160 on Page 348 in  
my office.

Witness my hand and seal of office, this the.....of....., 19.....  
BILLY V. COOPER, Clerk

By *B. V. Cooper*..... D. C.

WHEREAS on August 1, 1973 the undersigned BETTIE J. LEWIS by deed recorded in Book 134, Page 316, conveyed certain property which was incorrectly described, and

WHEREAS it is the purpose of this document to correct said description,

THEREFORE IN CONSIDERATION OF THE PREMISES, I BETTIE J. LEWIS do hereby convey and warrant unto WILLIE H. JOHNSON, CLARENCE JOHNSON, JR., TOM <sup>JOHNSON</sup> ~~JOHNSON~~, EDWARD JOHNSON, HARRY JOHNSON, WILLIE JOHNSON and CLEO JOHNSON the following described property:

The South-half (S $\frac{1}{2}$ ) of the S $\frac{1}{2}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 7, Township 7 North, Range 2 East, less lot 105 by 105 situated in the Town of Madison, Madison County, Mississippi.

WITNESS MY SIGNATURE this 8th day of November, 1978.

Mrs Bettie J. Lewis  
BETTIE J. LEWIS

STATE OF MISSISSIPPI

COUNTY OF Forrest

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid BETTIE J. LEWIS, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 8th day of November, 1978.

[Signature]  
NOTARY PUBLIC

My commission expires:

MY COMMISSION EXPIRES JULY 17, 1982



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 10 day of January, 1979, at 9:30 o'clock a. M., and was duly recorded on the 10 day of JAN 16 1979, 1979, Book No 160 on Page 350 in my office.

Witness my hand and seal of office, this the 10 day of JAN 16 1979, 1979.

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

WHEREAS, ORA JOHNSON WINSTON, now deceased owned the property below described; and

WHEREAS, ORA JOHNSON WINSTON passed without a will along about the year of 1948; and

WHEREAS, the sole and only heirs at law of ORA JOHNSON are BETTIE J. LEWIS, who was her sister, and CLARENCE JOHNSON, her brother; and

WHEREAS, CLARENCE JOHNSON passed also without a will, some few years ago and left as his sole and only heirs at law, WILLIE H. JOHNSON, his widow, and the following children, CLARENCE JOHNSON, JR., TOM JOHNSON, EDWARD JOHNSON, HARRY JOHNSON and CLEO JOHNSON: and

WHEREAS, all parties named in this deed are adults and under no legal disabilities; and

WHEREAS, all debts of ORA JOHNSON WINSTON and CLARENCE JOHNSON have been paid in full, including all expenses of last illness and funeral bills; and

NOW, THEREFORE in consideration of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration, the sum of all of which is hereby acknowledged, we, the undersigned do hereby convey and warrant unto THOMAS WINSTON and RACHEL WINSTON, HUSBAND AND WIFE, with right of survivorship and not as tenants in common, the following described land lying and being situated in Madison County, Mississippi, to-wit:

The  $S\frac{1}{2}$  of the  $S\frac{1}{2}$  of  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$  Section 7, T7N, R2E, less lot 105 feet by 105 feet situated in the Town of Madison, Madison County, Mississippi, and being the same tract conveyed Oscar Alridge by Ora, J. Winston on October 27, 1945, and of record in Land Deed Book 31 at Page 196.

The above described land is no part of our homestead.

WITNESS OUR SIGNATURES this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

BOOK 160 PAGE 352

Willie Johnson  
WILLIE JOHNSON

Clarence Johnson Jr.  
CLARENCE JOHNSON JR.

Tom Johnson  
TOM JOHNSON

Edward Johnson  
EDWARD JOHNSON

Harry Johnson  
HARRY JOHNSON

Willie H. Johnson  
WILLIE H. JOHNSON

Cleo Johnson  
CLEO JOHNSON

STATE OF Mississippi

COUNTY OF Itasca

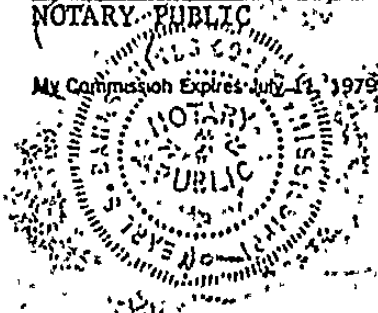
PERSONALLY appeared before me the undersigned authority in and for the County aforesaid WILLIE JOHNSON who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 19 day of August 1978.

Earl Banks  
NOTARY PUBLIC

My commission expires:

My Commission Expires July 1, 1979



STATE OF Miss.  
COUNTY OF Henry

BOOK 160 PAGE 353.

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid CLARENCE JOHNSON Jr. who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentoned.

WITNESS MY SIGNATURE AND SEAL this 18 day of July, 1978.



MY COMMISSION EXPIRES JUNE 13, 1982

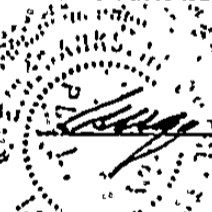
My commission expires:

[Signature]  
NOTARY PUBLIC

STATE OF Miss.  
COUNTY OF Henry

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid TOM JOHNSON who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 18 day of July, 1978.



MY COMMISSION EXPIRES JUNE 13, 1982

My commission expires:

[Signature]  
NOTARY PUBLIC

STATE OF Georgia  
COUNTY OF Fulton

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid EDWARD JOHNSON who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 1st day of July, 1978.

July 1

[Signature]  
NOTARY PUBLIC  
Notary Public, Georgia, State of Large  
My Commission Expires May 1, 1981

My commission expires:

STATE OF New York  
COUNTY OF New York

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid HARRY JOHNSON who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 8 day of Aug, 1978.

Howard Epstein  
NOTARY PUBLIC

My commission expires:

HOWARD EPSTEIN  
Notary Public, State of New York  
No. 31 6164551  
Qualified in New York County  
Commission Expires June 30, 1980

STATE OF Mississippi  
COUNTY OF Winn

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid WILLIE H. JOHNSON who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 16 day of Aug, 1978.



E. W. Parks  
NOTARY PUBLIC

My commission expires:

STATE OF Illinois  
COUNTY OF Cook

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid CLEO JOHNSON who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 27 day of July, 1978.

R. Saltzman  
NOTARY PUBLIC

My commission expires:

July, 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 10 day of January, 1979, at 9:30 o'clock A.M., and was duly recorded on the 10 day of January, 1979, Book No. 160 on Page 35 in my office.

JAN 16 1979

Witness my hand and seal of office, this the.....of.....JAN. 16 1979....., 19.....

BILLY V. COOPER, Clerk.

By N. W. Wright, D.C.

WARRANTY DEED

BOOK 160 PAGE 355

INDEXED

FOR AND IN CONSIDERATION of the sum of Dollars (\$ 150.00), the receipt and sufficiency of which is hereby acknowledged the TOWN OF RIDGELAND, MISSISSIPPI, does hereby convey and forever warrant unto W. J. and/or Frances Gates the following described land lying and being situated in Madison County, Mississippi, to-wit:

Grave Space 1-6 of Lot B of Block G of the Ridgeland Cemetery, according to the map of plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

This conveyance is made under authority of an ordinance of the Mayor and Board of Aldermen of the Town of Ridgeland recorded in the official minutes of the said Town of Ridgeland, in the Office of the Clerk of said Town, and the conveyance and 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 Town of Ridgeland, Mississippi, has caused its signature to be subscribed and its official seal affixed hereto on the 9 day of January, 19 79.

TOWN OF RIDGELAND, MISSISSIPPI

BY: Francis M. Jones  
Deputy Town Clerk



STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and seal this the 9 day of January, 19 79.

Marcella Cannon  
Notary Public

(SEAL) MY COMMISSION EXPIRES: 8-2-79

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 10 day of January, 19 79, at 1:30 o'clock P.M., and was duly recorded on the 10 day of JAN 16 1979, 19, Book No. 160 on Page 355 in my office.

Witness my hand and seal of office, this the 10 day of January, 19 79.

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



WARRANTY DEED

BOOK 160 PAGE 356

37

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, EVERETT W. TENNANT, does hereby sell, convey and warrant unto DENNIS N. TRAYLOR and wife, HILDA C. TRAYLOR, 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:

A certain parcel of land being situated in the Northwest Quarter of the Southwest Quarter of Section 9, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Begin at an iron pipe marking the Southeast Corner of the West Half of the Northwest Quarter of the Southwest Quarter of Section 9, Township 7 North, Range 1 East, and run West along a fence line for 630.49 feet to a fence corner; run thence North 00° 07' West along the East side of a paved public road for 298.07 feet to the point of beginning of the parcel herein described; continue thence North 00° 07' West along the East side of said paved public road for 250.0 feet; thence East along the South side of a gravel road for 348.48 feet; thence South 00° 07' East for 250.00 feet; thence West for 348.48 feet to the point of beginning, containing 2.00 acres.

IT IS AGREED AND UNDERSTOOD that the advalorem taxes for the current year have been prorated by and between the parties herein as of the date hereof.

THIS CONVEYANCE is subject to a reservation by predecessors in title of all oil, gas and other minerals in, on and under the above described property.

THE ABOVE DESCRIBED property constitutes no part of the homestead of the undersigned Grantor.

WITNESS MY SIGNATURE this the 8<sup>th</sup> day of January, 1979.

  
EVERETT W. TENNANT

STATE OF MISSISSIPPI

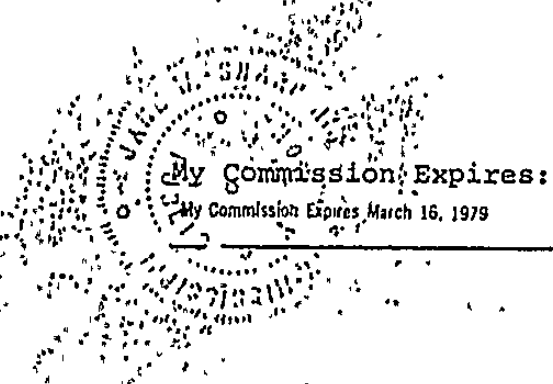
COUNTY OF HINDS

BOOK 160 PAGE 337

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named EVERETT W. TENNANT, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 8th day of January, 1979.

*James W. Skerz*  
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 10 day of January, 1979, at 4:20 o'clock P.M., and was duly recorded on the 10 day of JAN. 16. 1979, 1979, Book No. 160 on Page 356 in my office.

Witness my hand and seal of office, this the 10 day of January, 1979.

BILLY V. COOPER, Clerk

By B. V. Cooper D. C.

2

BOOK 160 PAGE 358

MINERAL DEED

15

KNOW ALL MEN BY THESE PRESENTS:

That Evelyn Ruff Yohe, and her husband, George W. Yohe of Pittsburgh, Pennsylvania 15238, hereinafter called Grantor, (whether one or more) for and in consideration of the sum of Ten and no/100 Dollars, (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Bank of Oklahoma, N.A., Trustee UTA dated June 23, 1978, Tulsa, OK 74192, hereinafter called Grantee, (whether one or more) an undivided One-Sixteenth (1/16th) interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Madison County, State of Mississippi, to-wit:



That certain tract of land described as the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section 15, and the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section 22, Township 11 North, Range 3 East.

containing 80 acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described

land, upon default in payment by the Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD The above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to said Grantee herein, their heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor does hereby warrant said title to Grantee, their heirs, executors, administrators, personal representatives, successors and assigns forever, and does hereby agree to defend all and singular the said property unto the said Grantee herein, their heirs, successors, executors, personal representatives, and assigns against all and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS Grantors, hand this 13th day of <sup>NOVEMBER</sup> October, 1978.

Evelyn Ruff Yohe  
Evelyn Ruff Yohe  
George W. Yohe  
George W. Yohe

STATE OF PENNSYLVANIA )  
County of Allegheny )

Before me, the undersigned, a Notary Public, in and for said County and State on this 13th day of October, 1978, personally appeared Evelyn Ruff Yohe and her husband, George W. Yohe to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Matilda Barni  
Notary Public  
MATILDA BARNI, Notary Public  
Pittsburgh, Allegheny County, Pa.  
My Commission Expires, October 21, 1980

My Commission Expires:  
Oct 21, 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 16 day of January, 1979, at 9:00 o'clock a.M., and was duly recorded on the JAN 16 1979 day of JAN 16 1979, 1979, Book No. 160 on Page 359 in my office.

Witness my hand and seal of office, this the JAN 16 1979 day of JAN 16 1979, 1979.  
BILLY V. COOPER, Clerk  
By N. Wright, D. C.

WARRANTY DEED

INDEXED

BOOK 180 PAGE 380 76

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, LARCO FARMS, INC., a Mississippi corporation, Grantor, does hereby convey unto JAMES GOODLOE, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

TRACT 1 - The S $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 8, Township 10 North, Range 4 East. Also all that part of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  Less 10 acres in the southeast corner of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 8, Township 10 North, Range 4 East, that lies North of the Collins Ferry Road. LESS AND EXCEPT all oil, gas and other minerals.

TRACT 2 - NE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 7, Township 10 North, Range 4 East less one acre in the northwest corner thereof; and SW $\frac{1}{4}$  and W $\frac{1}{2}$  SE $\frac{1}{4}$ , Section 8, Township 10 North, Range 4 East, LESS AND EXCEPT 1/7 of 1/8 nonparticipating royalty on all oil, gas and other minerals. LESS AND EXCEPT 13.5/16 interest in and to all oil, gas and other minerals.

TRACT 3 - W $\frac{1}{2}$  SE $\frac{1}{4}$  and SE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 7, SW $\frac{1}{4}$  NE $\frac{1}{4}$  less 10 acres in the southeast corner of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 8 Township 10 North, Range 4 East that lies South of the Collins Ferry Road and the E $\frac{1}{2}$  NE $\frac{1}{4}$  and NW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 17, Township 10 North, Range 4 East, LESS AND EXCEPT 13.5/16 interest in and to all oil, gas and other minerals.

TRACT 4 - All of that part of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 7, Township 10 North, Range 4 East that lies South of the road, less and except two acres described as beginning at a point on the south side of the road where said road crosses the west line of the SE $\frac{1}{4}$  NE $\frac{1}{4}$ , and run thence South 410 feet, thence East 210 feet, thence North 410 feet, thence West 210 feet to the point of beginning. LESS AND EXCEPT 3/4 interest in and to all oil, gas and other minerals.

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 1979, which are liens but are not yet due and payable.
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. A deed of Trust from G. M. Case, a single person, C. R. Montgomery and wife, Margaret R. Montgomery, to Harry F. Beacham, as Trustee, to secure the Federal Land Bank of New Orleans, dated February 4, 1977, recorded in Book 426 at page 604 in the records in the office of the Chancery Clerk of Madison County, Mississippi, in the principal

sum of \$285,000.00.

BOOK 150 PAGE 381

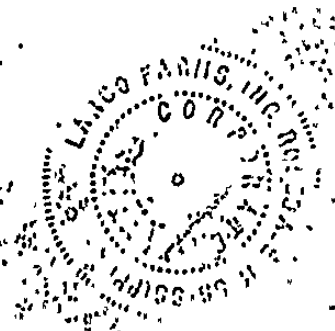
4. A Deed of Trust from Larco Farms, Inc., to Stanley F. Stater, III, Trustee, to secure C. R. Montgomery, in the original principal amount of \$49,419.51, as recorded in Book 437 at page 784 in the office of the aforesaid Clerk, said Deed of Trust having been assigned to Citizens Bank & Trust Company said assignment being recorded in Book 437 at page 918 in the office of the aforesaid Clerk.

5. A timber deed from Larco Farms, Inc. to L. A. Penn and Sons, Inc. covering Tracts 1, 2, and 3, dated May 5, 1978, and recorded in Book 156 at page 394 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the 8<sup>th</sup> day of January, 1979.

: LARCO FARMS, INC., a Mississippi corporation

BY: J.R. Armstrong, Jr.



STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, J.R. Armstrong, Jr. who acknowledged to me that he is the President of said Larco Farms, Inc., and that as such he did sign and affix the corporate seal thereto, and deliver the above and foregoing instrument on the date and for the purposes therein stated in the name of, for and on behalf of the said corporation, he being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this the 8 day of January, 1979.

Burke C. Murphy, Jr.  
Notary Public



MY COMMISSION EXPIRES:  
9-8-81

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11 day of January, 1979, at 10:30 o'clock A. M., and was duly recorded on the JAN 16 1979 day of JAN 16 1979, 19....., Book No. 160 on Page 360 in my office.

Witness my hand and seal of office, this the ..... of JAN 16 1979, 19.....

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

WARRANTY DEED

77

FOR AND IN CONSIDERATION of the sum of One Hundred Dollars (\$100.00 ), the receipt and sufficiency of which is hereby acknowledged the TOWN OF RIDGELAND, MISSISSIPPI, does hereby convey and forever warrant unto Kuniko Myers the following described land lying and being situated in Madison County, Mississippi, to-wit:

Grave Space 1 of Lot 48 of Block B of the Ridgeland Cemetery, according to the map of plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

This conveyance is made under authority of an ordinance of the Mayor and Board of Aldermen of the Town of Ridgeland recorded in the official minutes of the said Town of Ridgeland, in the Office of the Clerk of said Town, and the conveyance and 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 Town of Ridgeland, Mississippi, has caused its signature to be subscribed and its official seal affixed hereto on the 7th day of December, 19 78.

TOWN OF RIDGELAND, MISSISSIPPI

BY: Quanece Jones Deputy  
Town Clerk

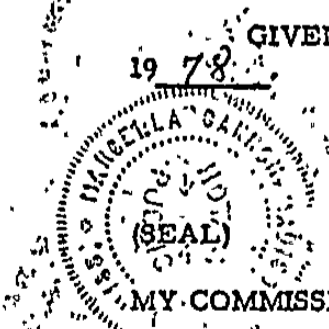


STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and seal this the 7 day of December, 19 78.

Marcella Cannon  
Notary Public



MY COMMISSION EXPIRES:

8-1-82

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 11...day of January, 1979, at 10:00 o'clock A.M., and was duly recorded on the...day of... JAN. 16, 1979, Book No. 160 on Page 362 in my office.

Witness my hand and seal of office, this the...of... 19... BILLY V. COOPER, Clerk

By: [Signature] D. C.

W

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 160 PAGE 363

INDEXED

78

WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, we, RONNIE E. VANLANDINGHAM and IBA R. VANLANDINGHAM, do hereby sell, convey and warrant unto

CHARLES DONALD LANGFORD, JR. AND WIFE, MARTHA EMILY M. LANGFORD,  
as tenants by the entirety, with full right of survivorship, and not as tenants in common, the following described property lying and being situated in the City of Canton, County of Madison, State of Mississippi, to-wit:

Lots 12, 13, 14 and 15 in Block 3, East End Subdivision in Section 20, Township 9 North, Range 3 East, a plat of which is now on file in the Chancery Clerk's office of Madison County, Mississippi.

It is the intention of grantors to convey unto grantees that certain property conveyed to them by M. D. Mayo and Mrs. Mattie Bell Mayo on August 14, 1972, appearing of record in Book 128 at page 27 in said Clerk's office.

Taxes for 1978 are assumed by the grantees.

WITNESS OUR SIGNATURES this 30 day of December, 1978.

*Ronnie E. Vanlandingham*  
\_\_\_\_\_  
RONNIE E. VANLANDINGHAM

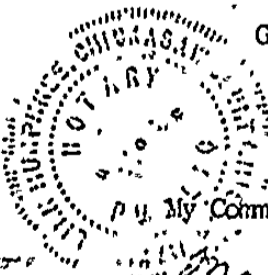
*Iba R. Vanlandingham*  
\_\_\_\_\_  
IBA R. VANLANDINGHAM

STATE OF MISSISSIPPI  
COUNTY OF CHICKASAW

Personally appeared before me, the undersigned authority in and for said jurisdiction, Ronnie E. Vanlandingham and Iba R. Vanlandingham, who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as the date of its execution as their own voluntary acts and deeds.

Given under my hand and official seal this 30 day of December, 1978.

*Marion L. ...*  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires:

May 28, 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 11 day of January, 1979, at 1:05 o'clock P.M., and was duly recorded on the 11 day of JAN. 16 1979, 1979, Book No. 160 on Page 363 in my office.

Witness my hand and seal of office, this the 11 day of JAN. 16 1979, 1979.

BILLY V. COOPER, Clerk

By D. Wright, D. C.



BOOK 160 PAGE 364

INDEXED

79

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, T. A. PATTERSON, Grantor, do hereby convey and forever warrant unto N. CLARK STRINGER and wife, BURMA KATE STRINGER, as joint tenants with full right of survivorship and not as tenants in common, Grantees, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A certain tract or parcel of land lying and being situated in the northwest 1/4 of the southeast 1/4 of Section 27, Township 7 North, Range 1 East, Madison County, Mississippi and more particularly described as follows:

Commencing at the northwest corner of the southeast 1/4 of Section 27, Township 7 North, Range 1 East, Madison County, Mississippi, thence east for a distance of 326.4 feet to a point, thence south for a distance of 125.9 feet to an iron pin, said pin being the point of beginning of the property herein described; thence east for a distance of 300.0 feet to an iron pin, thence south for a distance of 682.0 feet to an iron pin, thence west for a distance of 300.0 feet to an iron pin, thence north for a distance of 682.0 feet to the aforesaid point of beginning and containing 4.7 acres, more or less.

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 1978, which shall be prorated as follows, to-wit:  
Grantor: All; Grantees: -0-

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 the Grantor herein of all oil, gas and other minerals lying in, on and under the subject property.

4. Those certain Restrictive Covenants which are attached hereto and marked as Exhibit "A".

WITNESS MY SIGNATURE on this the 15<sup>th</sup> day of December, 1978.

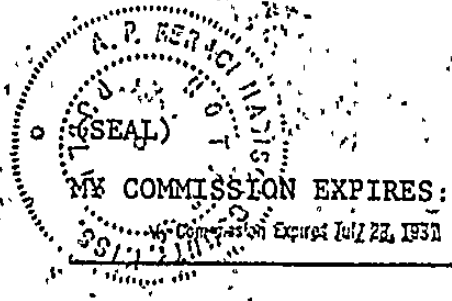
  
T. A. Patterson

STATE OF MISSISSIPPI

COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 1st day of December, 1978.



A. P. Ferrell  
Notary Public

Book 160 Page 303

RESTRICTIVE COVENANTS

1. This land shall be a residential lot and no structure shall be erected, altered, placed or permitted to remain on it other than single family dwellings and accessory buildings.
2. No noxious or offensive trade or activity shall be carried on upon said land.
3. No structure of a temporary nature such as a tent, shack, garage, basement or other outbuilding or trailer shall be used for residential purposes on said land at any time.
4. No main structure may be constructed on said land consisting of less than 1800 square feet of heated ground floor area except that 1½ or 2 story residences shall contain not less than 1500 square feet of heated ground floor area.
5. Additionally land may be added to the lands described above to constitute a single lot. The above land may be subdivided into less than one lot only with the approval of all of the adjoining landowners who have acquired their lands directly or through mesne conveyances from the grantors hereof. (The term, adjoining landowners shall be limited to individuals and/or corporations and shall not include government agencies or political subdivisions.)
6. These covenants shall run with the above described land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of this deed, after which time said covenants shall terminate, unless they are extended in whole or in part by an instrument executed by a majority of the then owners of lots in Section 22, 23, 26 and 27, Township 7 North, Range 1 East, Madison County, Mississippi, which lots have been conveyed by L. L. Patterson, Jr., and/or T. A. Patterson, their heirs and assigns, and made subject to these covenants. Said instrument shall be filed for record in Madison County, Mississippi, prior to the expiration of these covenants.
7. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Such enforcement may be by the grantors hereof, their successors or assigns, or any of their grantees of lands located in the above described sections, subject to similar protective covenants, or the heirs, successors or assigns of such grantees.
8. Invalidation of any one of these covenants shall in no way affect any other provision which shall remain in force and effect.

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 11 day of January, 1979, at 10:00 o'clock P.M., and was duly recorded on the 16 day of JAN, 1979, Book No. 160 on Page 364 in my office.

Witness my hand and seal of office, this the ..... of ..... JAN 16, 1979, 19.....

BILLY V. COOPER, Clerk

By N. Wright ..... D. C.

WARRANTY DEED

50

INDEXED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS, (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, LAWRENCE TAYLOR, do hereby convey and warrant unto LAWRENCE TAYLOR and PEGGY CLARK TAYLOR, as tenants in common and not as joint tenants, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Commencing at an iron pin at the southeast corner of the W 1/2 of the SW 1/4 of the NE 1/4 of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi, thence run West for 492.3 feet, thence run North for 11.5 feet to the POINT OF BEGINNING of the following described property:

thence run North for 365.00 feet to an iron pin, thence run West for 365.00 feet to an iron pin, thence run South for 365.00 feet to an iron pin, thence run East for 365.00 feet to an iron pin to the POINT OF BEGINNING. The above described property is situated in the SE 1/4 of the NW 1/4 and the SW 1/4 of the NE 1/4 of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi. Plat is attached and made a part of this description.

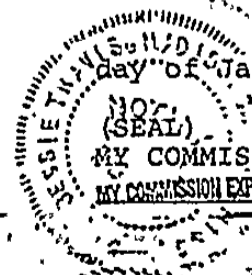
The warranty herein does not extend to the mineral interest; it nevertheless the intention of grantor to convey, and grantor does hereby convey without warranty all of the mineral interest which he may own in, to and under the above described property.

WITNESS MY SIGNATURE, this the 14th day of January, 1979.

*Lawrence Taylor*  
LAWRENCE TAYLOR

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said County and State aforesaid, the within named LAWRENCE TAYLOR, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as and for his act and deed.



GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 14th day of January, 1979.

*Bessie Taylor*  
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 11th day of January, 1979, at 1:45 o'clock P.M., and was duly recorded on the 16th day of JAN 16 1979, 19....., Book No. 160 on Page 367 in my office.

Witness my hand and seal of office, this the 16th day of JAN 16 1979, 19.....

BILLY V. COOPER, Clerk

By *D. Wright* D. C.

W

BOOK 160 PAGE 303

INDEXED

WARRANTY DEED

53

FOR and in consideration of the sum of Nine Thousand and No/100 Dollars (\$9,000.00), cash in hand paid, and other valuable considerations, receipt of all of which is hereby acknowledged, We, WOODY H. HOLT AND CYNTHIA P. HOLT, husband and wife, do hereby sell, convey and warrant unto JOE W. PENNINGTON the following described land and property situated in Madison County, Mississippi, to-wit:

A certain parcel of land which is more particularly described in Exhibit "A" attached hereto and made a part hereof just as though copied herein in full in words and figures, and which said parcel of land shall hereinafter sometimes be referred to as Lot 182 of Lake Lorman, Part 9, for purposes of reference and identification.

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

The Grantor does hereby grant unto the said Grantee, and unto 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 plats of those subdivisions known as Lake Lorman, Part 1 to 5, each inclusive, recorded in the office of the Chancery Clerk of Madison County, Mississippi, for the purposes of ingress and egress to the public roads at the extremity of said private drives, this conveyance being made subject to the provisions of a certain covenant between Piedmont, Inc. and Madison County, Mississippi, relative to said private drives recorded in Deed Book 305 at page 348 in the office of the Chancery Clerk of Madison County, Mississippi.

Grantor does hereby grant and convey unto the said Grantee, and unto Grantee 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, but subject to the terms, conditions and covenants contained in a certain instrument executed by Piedmont, Inc., recorded in Deed Board 315 at Page 431 in said Chancery Clerk's office.

Grantor does hereby grant and convey to said Grantees and unto Grantees successors in title a non-exclusive perpetual and irrevocable easement for the use of the surface of that body of water know as "Little Lake Lorman" also situated in Section 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing boating and swimming (but not for water skiing), subject to the covenants and restrictions hereinafter set out as to the use of said "Little Lake Lorman" and any other rules and regulations placed thereon by the Board of Governors of Lake Lorman as said Board is constituted under the provisions of the aforementioned instrument recorded in Deed Book 315 at Page 431 thereof in said Chancery Clerk's office.

The following protective covenants shall apply to the herein conveyed parcel of land, shall run with the land and shall be binding on all persons owning said lot from this date until May 1, 1983, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in Lake Lorman, Parts 1 to 5 inclusive, (being subdivisions of lands in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi) and a majority of the then owners of separate parcels of land which have been deeded to others by Piedmont, Inc., in said sections, having a frontage on "Little Lake Lorman" and being unofficially referred to as Lake Lorman Lots 159 to 196, inclusive, in deeds from Piedmont, Inc., to various grantees, has been recorded,

agreeing to change said covenants in whole or in part, or to revoke the same entirely:

1. Said Parcel shall be known and described as a residential lot, and no building shall be erected, placed, altered, or permitted to remain on any such residential lot other than one residential building meeting the specifications hereinafter set out, and not more than one residence shall be permitted on any lot at any one time.

2. No dwelling shall exceed two stories in height. No dwelling shall be permitted on any residential lot, the ground floor area of which dwelling, exclusive of one story open porches, shall be less than 900 square feet. Any private garage shall be attached to the dwelling.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No shack, barn or other outbuilding shall be erected on any residential lot. This covenant shall not prevent the construction of boathouses on lots along the shore line of Little Lake Lorman in a location to be approved by the Board of Governors of Lake Lorman, provided no tin, aluminum or other metal siding or roofing shall be used on any boathouse and provided further that all boathouses shall be neatly painted with at least two coats of paint. No trailer other than a boat trailer shall be placed or maintained on any lot. Fences shall be of metal construction and shall be of the type general known as "chain link" fence.

5. No residential lot shall be re-subdivided. However, nothing herein contained shall prevent the owner of two adjoining lots or the owner of one whole lot and a portion of an adjoining lot from treating the combined area so owned as one building lot, in which event the set back lines for building purposes shall be construed and interpreted to apply to the outside lines of the combined area and not to the line

which is common to both lots.

6. No building shall be located on any residential lot nearer than fifty (50) feet to the front lot line nor nearer than ten (10) feet to any side lot line; provided, however, that this covenant shall not be construed so as to permit any portion of a building on a lot to encroach upon another lot except in cases where two adjoining lots or one whole lot and a portion of an adjoining lot are owned by one person (or by one person and his or her spouse) and there is only one residence constructed on the combined area thus owned in both lots. But nothing herein contained or contracted in covenant 5 above shall be so construed as to permit a part of a lot as originally conveyed by Piedmont, Inc., to be used along as a lot separate and apart from an adjoining full lot. The words "front lot line" as used in these restrictive covenants shall be construed to mean the lot line abutting Little Lake Lorman and all residences shall be so constructed as to front or face the body of water known as Little Lake Lorman.

7. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

8. Invalidity of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

9. All residences constructed on either of said lots shall be of brick veneer finish or of frame construction with either wood or asbestos siding on the outside. All houses having outside finishes of wood shall have all wooden surfaces neatly painted with at least two coats of paint.

10. Said lot owners shall be bound by the following rules and regulations affecting the use of said Little Lake Lorman and the lots hereby conveyed.



A. One pier may be erected in the water in front of each lot, which said pier (including any platform attached hereto) shall not extend more than 30 feet into the lake area from the front lot line. Piers shall be built of pressure treated lumber, shall not be more than four (4) feet in width and the location of each pier as well as the angle at which it shall project into the lake from the front lot line shall be approved before construction by the Board of Governors of Lake Lorman. Any platform attached to any pier shall be built of the same type material approved for piers and shall not extend more than six (6) feet on either side of the center line of the pier, and shall not be more than ten (10) feet in width. No such piers or platforms shall have any roof or sides other than a rail.

B. Not more than one motor shall be used any time on or in any boat. The size of boats permitted on said lake and the horsepower of motors used on boats in said lake shall be governed by rulings made from time to time by the Board of Governors herein provided for. The owner or in the water of the lake at any time, which two boats shall be owned by the lot owner, personally. Both of said boats may be fishing type boats; at the election of the lot owner, one may be a pleasure boat and other shall be fishing type boat.

C. No firearms of any kind shall be discharged or fired from any boat or by anyone across said body of water, or into said body of water or on any lot.

D. No boat of any kind owned by any person other than the owner of one of the conveyed lots shall at any time be allowed on Little Lake Lorman.

E. The body of water known as Little Lake Lorman shall be governed and controlled by the Board of Governors of Lake Lorman elected and constituted as set forth in the instrument executed by Piedmont, Inc., and recorded in Book 315 at Page 431 in the office of the Chancery Clerk of Madison County, Mississippi.

F. The owner of each lot shall annually pay to the Board of Governors a maintenance charge in an amount not to exceed \$50.00 per lot per year for the purpose of creating a fund to be known as "Lake Lorman Maintenance Fund", which fund shall be a trust fund to be used for any purpose which in the sole discretion of said Board shall be determined beneficial to the lot owners' easement rights in either Lake Lorman or Little Lake Lorman which purposes shall include but not be limited to the upkeep and maintenance of those forty foot private easements for ingress and egress shown on plats of Lake Lorman subdivision, Part 1 to 5 inclusive and the other easements for ingress and egress appurtenant to any lot conveyed by Piedmont, Inc., in either Section 5 or 6, Township 7 North Range 1 East, Madison County, Mississippi.

G. No lot shall be sold or conveyed to anyone unless the prospective owner or grantee shall have first been passed upon and approved by the Board of Governors of Lake Lorman as being a desirable person to have as a member of the group of lot owners using Little Lake Lorman. Nor shall any owner of any of said lots lease or rent the same to any tenant or lessee until such tenant or lessee has been approved by said Board of Governors as being a desirable person to have in occupancy of said property.

H. No alcoholic beverages shall be kept in or transported in any boats on Little Lake Lorman nor shall any intoxicating beverages be drunk by any person while using said lake for boating, swimming, fishing or for any other purpose.

I. The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out with reference to activities on the lake, which rules in the opinion of the Board of Governors shall add to the beneficial use of Little Lake Lorman and contribute to the safety and beauty of the lake.

J, Little Lake Lorman shall not be used for water skiing.

11. Any and all septic tanks installed on any of said lots shall be installed in accordance with the rules and requirements of the Mississippi State Board of Health regarding septic tanks, and shall not be put into use until a certificate of approval from the Mississippi State Board of Health is submitted to the Board of Governors.

12. No garbage, refuse or trash of any kind shall at any time be dumped on or deposited in Little Lake Lorman.

13. All owners of lots shall at all times keep the grass on said lots neatly cut and shall keep said lots free of weeds, litter and rubbish of all kinds.

14. No improvements of any kind shall be erected or the erection thereof begun, or changes made in the exterior design thereof after original construction on a lot, until plans and specifications according to which construction or alteration will be made have been submitted to and approved in writing by the aforementioned Board of Governors.

15. No guest or invitee of any lot owner shall use Little Lake Lorman for fishing, boating, swimming or any other purpose unless accompanied by the lot owner whose guest or invitee he is.

16. All lots shall be so owned that the record title to said lots will be vested in one individual person, or in two persons, if those two persons are husband and wife. No corporation, partnership, association or club shall become vested with title to or rent any of said lots. In those instances where a person purchasing a lot elects to have title vested in the spouse of the purchaser, title may be held by a husband and wife as either tenants in common or as joint tenants with the full right of survivorship.

17. No animal other than household pets shall be kept temporarily or permanently on any of the property conveyed by this deed.

The Grantor does further convey unto the Grantee a perpetual nonclusive easement for ingress and egress over the across those certain

parcels of land more particularly described in the easement agreement between Grantor and Nelson Virden, et al, recorded in Book 117 at Page 346 in the office of the Chancery Clerk of Madison County, Mississippi.

There is excepted from the warranty of this conveyance and this conveyance is expressly made subject to any and all special assessment liens against said property in favor of Lake Lorman Utility District and all zoning ordinances of Madison County, Mississippi.

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

Witness my signature, this the 8th day of January, 1979.

Woody H. Holt  
Woody H. Holt

Cynthia P. Holt  
Cynthia P. Holt

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Woody H. Holt and Cynthia P. Holt who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and seal, this the 8th day of January, 1979.

J. D. Spaulding  
Notary Public  
My Com. Expires: ... My Commission Expires May 7, 1982



EXHIBIT "A"

BOOK 160 PAGE 376

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

Beginning at the southwest corner of said Section 5 and run north 2394.54 feet; thence South 65 degrees 32 minutes 30 seconds East, 222.5 feet; thence North 51 degrees 52 minutes 30 seconds East, 198.2 feet; thence North 82 degrees 51 minutes 30 seconds East, 333 feet; thence North 33 degrees 43 minutes East, 187 feet; thence North 2 degrees 41 minutes East, 60 feet to the southeast corner and the point of beginning of the parcel described herein; thence North 2 degrees 41 minutes East, 200 feet the northeast corner; thence South 72 degrees 12 minutes 30 seconds West, 229 feet to the northwest corner of the within described; thence South 37 degrees 15 minutes 30 seconds East, 55 feet to the southwest corner; thence South 68 degrees 49 minutes East, 195.3 feet the point of beginning.

STATE OF MISSISSIPPI, County of Madison:

I, BILLY V. COOPER, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 11 day of January, 1979, at 4:30 o'clock P.M., and was duly recorded on the 16 day of JAN 16 1979, 19....., Book No. 160 on Page 376 in my office.

Witness my hand and seal of office, this the ..... of JAN 16 1979, 19.....

BILLY V. COOPER, Clerk

By ..... D. C.

W

INDEXED

WARRANTY DEED

BOOK 160 PAGE 377

54

IN CONSIDERATION OF THE SUM of Ten Dollars (\$10.00) cash in hand paid and other good and vlauable consideration, the receipt and sufficiency of all which is hereby acknowledged, I, LIEUTITIA EVANS, a widow, do hereby convey and warrant unto CARROLL EVANS the following described property situated in Madison County, Mississippi, to-wit:

Approximately 1.17 acres in SW 1/4 of NE 1/4, Section 11, Townshir 10 North, Range 5 East, on East Side of County Road described as follows: Begin at southwest corner of said SW 1/4 of NE 1/4 and run North 850 feet along center of said county road to southwest corner and point of beginning the 1.17 acre tract being described, then continus north 250 feet along Center of said county road to Northwest corner of the land being desciebed, then run N 89° 30' East 204 feet to an iron pin, thence run south 250 feet parallel to said county road, thence run north 89° 30" west 204 feet to point of beginning, the above 1.17 acre tract is a part of the 23 1/3 acre tract as described in Deed Book 98, page 459 in the office of the Chancery Clerk in the City of Canton, Madison County, Mississippi.

Grantor isto assume the 1979 taxes

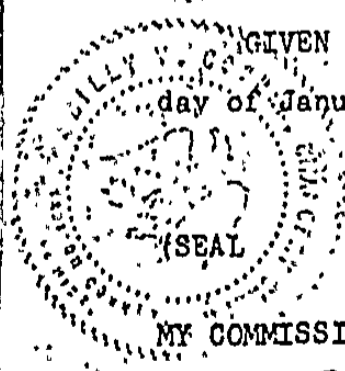
WITNESS MY SIGNATURES, this 11th day of January, 1979.

Lieutitia Evans  
LIEUTITIA EVANS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for said county and state above mentioned, the within named LIEUTITIA EVANS, who acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 11 day of January, 1979.



Billy V. Cooper  
NOTARY PUBLIC  
Chancery Clerk  
by J. Wright, DC

MY COMMISSION EXPIRES:

1-7-80

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 11 day of January, 1979, at 4:55 clock P M., and was duly recorded on the 11 day of JAN 16 1979, Book No. 160 on Page 377 in my office.

Witness my hand and seal of office, this the 11 day of JAN 16 1979, 1979.

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

STATE OF MISSISSIPPI,

COUNTY OF MADISON

BOOK 160 PAGE 378

TIMBER DEED

INDEXED

55

and other good and valuable considerations,  
 For and in consideration of \$ 10.00 / cash in hand paid, the receipt of which is hereby acknowledged, the undersigned sell, convey, and warrant to Mississippi Wood, Inc. all pine timber measuring twelve inches and greater at the stump, standing, lying, and being upon the following described land, in Madison County, Mississippi, to-wit:  
 NW 1/4 of NW 1/4, section 23, township 11 north, range 4 east.

Together with the right of ingress and egress to, from, over, and across said land, and any adjoining land owned by grantors, for the purpose of cutting and removing said timber, or other purposes, at any time within a period of 18 months from the date hereof, and right to reasonable mill sites.

WITNESS the signature of the grantor on this the 10<sup>th</sup> day of January, 19 79.

Eunice Wilder Hant  
 Eunice Wilder Hant

STATE OF MISSISSIPPI

COUNTY OF MADISON

Before me, the undersigned authority in and for said county and state, this day personally appeared the within named Eunice Wilder Hant

who severally acknowledged that s he signed and delivered the foregoing instrument on the date therein mentioned.

Given under my hand and official seal, this 10<sup>th</sup> day of January, 19 79

(SEAL)

Billy V. Cooper Chancery Clerk  
 NOTARY PUBLIC

My commission expires 1-7-80

by D. Wright, DC

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 12 day of January, 19 79, at 9:00 o'clock a. M., and was duly recorded on the 12 day of JAN 16 1979, 19 79, Book No. 60 on Page 378 in my office.

Witness my hand and seal of office, this the 12 day of JAN 16 1979, 19 79.

BILLY V. COOPER, Clerk

By D. Wright, D.C.

INDEXED

60

W

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, J. P. SARTAIN, do hereby convey and warrant unto GOOD EARTH DEVELOPMENT, INC., a Mississippi corporation, the following described property lying and being situated in the Town of Madison, Madison County, Mississippi, to-wit:

Lot 90 of Stonegate, Part II, a subdivision in the Town of Madison, Mississippi, as shown by plat or map thereof on file and of record in Plat Slide B-28 of the records of the Chancery Clerk of Madison County, Mississippi.

The property herein conveyed is subject to those certain protective covenants recorded in Book 449 at Page 617 of the aforesaid records; also subject to easements reflected by the aforesaid plat of said subdivision; and also subject to the Zoning and Subdivision Regulation Ordinances of the Town of Madison.

There is excepted from this conveyance such oil, gas and other minerals as may have heretofore been conveyed, reserved or excepted by prior owners.

Taxes for the year 1979 shall be paid by the grantee.

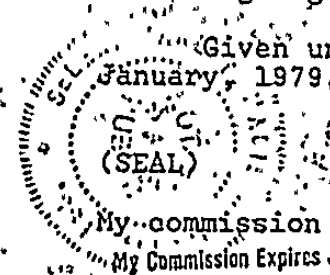
WITNESS my signature, this the 11<sup>th</sup> day of January, 1979.

*J. P. Sartain*  
\_\_\_\_\_  
J. P. Sartain

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

Given under my hand and official seal this the 11<sup>th</sup> day of January, 1979.



*Selena L. Oakley*  
\_\_\_\_\_  
Notary Public

13059

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 12<sup>th</sup> day of January, 1979, at 9:00 o'clock, a.m., and was duly recorded on the 16<sup>th</sup> day of JAN. 16, 1979, 19....., Book No. 160 on Page 379 in my office.

Witness my hand and seal of office, this the 16<sup>th</sup> day of JAN 16 1979, 19.....

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



W

WARRANTY DEED

BOOK 160 PAGE 380

INDEXED  
\$1

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, DAVID M. SCARBOROUGH do hereby sell, convey and warrant unto MARY A. SCARBOROUGH the following described property located in Madison County, Mississippi, as follows, to-wit:

Block E of Sunny Lea Acres, according to a map or plat of said addition now on file in the Chancery Clerk's office for Madison County, Mississippi, in Plat Book 4 at Page 15 thereof, reference to said map or plat being hereby made in aid and as a part of this description.

Grantor conveys one half of any oil, gas and other mineral interest in, on and under the above described property, the Grantor herein reserving and retaining unto himself one half interest.

Grantor warrants that the above described property constitutes no part of the homestead.

WITNESS MY SIGNATURE this the 21<sup>st</sup> day of October, 1978.

David M. Scarborough  
DAVID M. SCARBOROUGH

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named DAVID M. SCARBOROUGH, who acknowledged to me that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 21<sup>st</sup> day of October, 1978.

Barbara S. Hance  
NOTARY PUBLIC

My Commission Expires:  
By Commission Expires Feb. 23, 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 12<sup>th</sup> day of January, 1979, at 2:00 o'clock PM, and was duly recorded on the JAN 16 1979 day of JAN 16 1979, 1979, Book No 160 on Page 380 in my office.

Witness my hand and seal of office, this the JAN 16 1979 of JAN 16 1979, 1979.

BILLY V. COOPER, Clerk

By B. V. Cooper D. C.

WARRANTY DEED

BOOK 160 PAGE 381

INDEXED

20

STATE OF MISSISSIPPI  
MADISON COUNTY

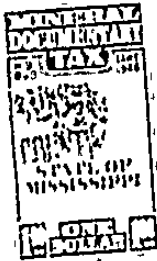
In consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, I do hereby convey and warrant unto GEORGIA-PACIFIC CORPORATION, A Georgia Corporation, its successors or assigns, the following land in Madison County, Mississippi, described as:

E 1/2 of W 1/2 of NE 1/4 of Section 10,  
Township 9 North, Range 5 East, containing  
40 acres, more or less.

The warranty of this conveyance is made SUBJECT TO 1979 ad valorem taxes.

The warranty of this conveyance is FURTHER made SUBJECT TO all prior sales, reservations or leases of the mineral rights and royalties in, on, or underneath the above-described lands and Grantor herein does EXPRESSLY RESERVE unto himself all mineral rights and royalties now owned by him, in, on, or underneath said lands but does hereby covenant and agree to pay to Grantee all damages which may be done to said lands resulting from the exercise of said reservation by him, his heirs or assigns.

WITNESS MY SIGNATURE, this the 11th day of January, 1979.



J. T. Varner

STATE OF MISSISSIPPI  
COUNTY OF SCOTT

Personally appeared before me, the undersigned authority in and for said County and State, the within named J. T. VARNER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 11th day of January, 1979.

Thames J. Durham  
NOTARY PUBLIC

My commission expires:

December 6, 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 13th day of January, 1979, at 10:30 o'clock, A.M., and was duly recorded on the 16th day of JAN. 16 1979, 19... Book No. 160 on Page 381 in my office.

Witness my hand and seal of office, this the 16th day of JAN 16 1979, 19...

BILLY V. COOPER, Clerk

By J. Wright, D. C.

W

QUIT CLAIM DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, JOHNNIE H. WOOD, do hereby remise, release, convey and forever quitclaim unto TROY WOOD, all of my estate, right, title and interest in and to the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

Lot No. 14, in Block D, of Oak Hills Subdivision, Part 1, same being a subdivision of the City of Canton, Madison County, Mississippi, according to the map or plat thereof which is on file and of record in Plat Book 3, at page 67, (being Cabinet Slide No. A-93) in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby expressly made in aid and as a part of this description.

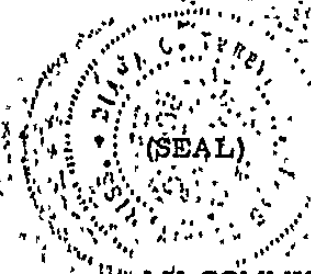
WITNESS MY SIGNATURE on this the 13<sup>th</sup> day of November, 1978.

*Johnnie H. Wood*  
JOHNNIE H. WOOD

STATE OF MISSISSIPPI  
COUNTY OF Fulton

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

GIVEN UNDER MY HAND and official seal of office on this the 13<sup>th</sup> day of November, 1978.



*David C. Dubler*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

December 11, 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 12 day of January, 1979, at 10:20 o'clock A. M., and was duly recorded on the JAN 16 1979 day of JAN 16 1979, 1979, Book No. 160 on Page 382 my office.

Witness my hand and seal of office, this the JAN 16 1979 of 1979.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

W

BOOK 160 PAGE 383

72

INDEXED

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, JOAN WOOD GARLAND, do hereby remise, release, convey and forever quitclaim unto TROY WOOD, all of my estate, right, title and interest in and to the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

Lot No. 14, in Block D, of Oak Hills Subdivision, Part 1, same being a subdivision of the City of Canton, Madison County, Mississippi, according to the map or plat thereof which is on file and of record in Plat Book 3, at page 67, (being Cabinet Slide No. A-93) in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby expressly made in aid and as a part of this description.

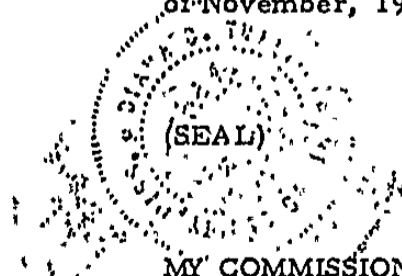
WITNESS MY SIGNATURE on this the 13<sup>th</sup> day of November, 1978.

Joan Wood Garland  
JOAN WOOD GARLAND

STATE OF MISSISSIPPI  
COUNTY OF Hinds

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

GIVEN UNDER MY HAND and official seal of office on this the 13<sup>th</sup> day of November, 1978.



Max C. Justice  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

December 11, 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 12 day of January, 1979, at 10:20 o'clock A. M., and was duly recorded on the 16 day of JAN 16 1979, 1979, Book No. 160 on Page 383 in my office.

Witness my hand and seal of office, this the JAN 16 1979 day of January, 1979.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

W

QUITCLAIM DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, GERALDINE WOOD BIBB, do hereby remise, release, convey and forever quitclaim unto TROY WOOD, all of my estate, right, title and interest in and to the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

Lot No. 14, in Block D, of Oak Hills Subdivision, Part 1, same being a subdivision of the City of Canton, Madison County, Mississippi, according to the map or plat thereof which is on file and of record in Plat Book 3, at page 67, (being Cabinet Slide No. A-93) in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby expressly made in aid and as a part of this description.

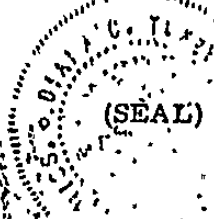
WITNESS MY SIGNATURE on this the 13<sup>th</sup> day of November, 1978.

Geraldine Wood Bibb  
GERALDINE WOOD BIBB

STATE OF MISSISSIPPI  
COUNTY OF Hinds

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

GIVEN UNDER MY HAND and official seal of office on this the 13<sup>th</sup> day of November, 1978.



Ann C. Tuttle  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
December 11, 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 12 day of January, 1979, at 10:20 clock A.M., and was duly recorded on the 16 day of JAN 16 1979, Book No 160 on Page 384 in my office.

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

BILLY V. COOPER, Clerk

By D. Wright..... D. C.

QUITCLAIM DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, HOWARD S. WOOD, do hereby remise, release, convey and forever quitclaim unto TROY WOOD, all of my estate, right, title and interest in and to the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

Lot No. 14, in Block D, of Oak Hills Subdivision, Part 1, same being a subdivision of the City of Canton, Madison County, Mississippi, according to the map or plat thereof which is on file and of record in Plat Book 3, at page 67, (being Cabinet Slide No: A-93) in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby expressly made in aid and as a part of this description.

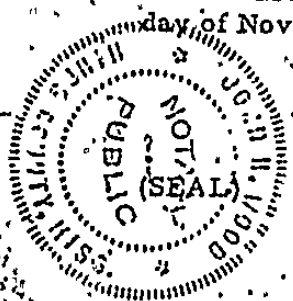
WITNESS MY SIGNATURE on this the 30<sup>th</sup> day of November, 1978.

Howard S. Wood  
HOWARD S. WOOD

STATE OF Miss  
COUNTY OF Frank

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

GIVEN UNDER MY HAND and official seal of office on this the 30<sup>th</sup> day of November, 1978.



[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/14/82

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 12 day of January, 1979, at 10:20 o'clock A. M., and was duly recorded on the JAN 16 1979 day of JAN 16 1979, 1979, Book No. 160 on Page 385 in my office.

Witness my hand and seal of office, this the JAN 16 1979 day of JAN 16 1979, 1979.

BILLY V. COOPER, Clerk

By [Signature] D. C.

INDEXED

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, WENDEL IVY, Grantor, do hereby remise, release, convey and forever quit-claim unto CHARLES WEEMS and C. R. MONTGOMERY, Grantees, as tenants in common, all of my estate, right, title and interest in and to the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

51 feet off of the West side of Lot 23, on the south side of East Center Street as shown by George & Dunlap's map of the City of Canton, Mississippi of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

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

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1978, which shall be paid by the Grantees herein.
2. City of Canton, Mississippi, Zoning Ordinance of 1958, as amended.
3. The Grantees herein shall assume and pay that certain mortgage dated July 22, 1977, from the Craig Wilson and wife, Rosa W. Wilson, to James H. Herring, as Trustee, to secure the First Federal Savings & Loan Association of Canton, Mississippi, in the original principal amount of \$10,000.00 as recorded in Book 432 at page 10 in the records in the office of the Chancery Clerk of Madison County, Mississippi, and that the Grantors herein do set over and assign to the Grantees herein any and all interest in their escrow account at the First Federal Savings & Loan Association, and do hereby set over and assign any insurance policy on the subject property to the Grantees, and Grantees shall also assume any and all indebtednesses payable to Craig Wilson et ux relative to the subject property.
4. Prior reservation, conveyance or exception of interest in oil, gas or other minerals lying in, on or under the subject property by prior grantors or parties in interest of record in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE on this the 10<sup>th</sup> day of January 1979.

Wendel Ivy  
Wendel Ivy

STATE OF MISSISSIPPI

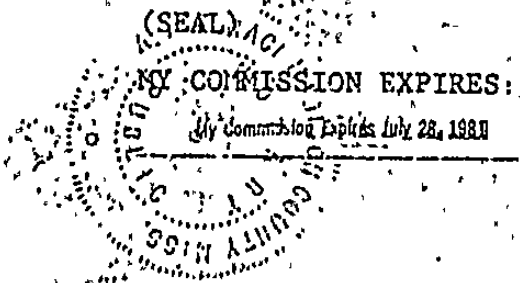
COUNTY OF MADISON

BOOK 160 PAGE 387

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, WENDEL IVY, 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 12<sup>th</sup> day of January, 1979.

*AP. Loran*  
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 12 day of January, 1979, at 11:20 o'clock A. M., and was duly recorded on the 16 day of JAN. 16, 1979, Book No. 160 on Page 386 in my office.

Witness my hand and seal of office, this the 16 day of JAN. 16, 1979.

BILLY V. COOPER, Clerk

By *B. V. Cooper* D. C.



BOOK 160 PAGE 388

BOOK 78 PAGE 421

80

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

LILLIAN SMITH

COMPLAINANT

VS.

NO. 23-100

CHARLES TURNER, ET AL

DEFENDANTS

DECREE

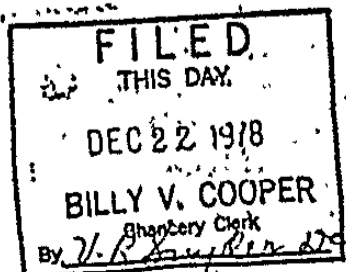
This cause came on to be heard, being a day in vacation, pursuant to a decree of this Court rendered November 16, 1978, on the report of the Special Commissioner appointed by decree to sell that land lying and being situated in Madison County, Mississippi, described as:

The  $W\frac{1}{2}$  of  $W\frac{1}{2}$  of  $NE\frac{1}{4}$ , Section 36, Township 8 North, Range 2 East, Madison County, Mississippi and containing 40 acres, more or less,

for cash to the highest bidder by offering the entire tract with the offer resulting in the highest cash sale price to be accepted, and it appearing that the report of the Special Commissioner was filed in this cause on December 15, 1978, and that no objections or exceptions thereto have been filed, and said report having been considered by this Court and the Court being of the opinion that all proceedings of law and the aforesaid decree of this Court have been complied with and that said sale as made by the Special Commissioner is just and fair and the same should be confirmed.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the report of the Special Commissioner and the sale made by him to Canton Exchange Bank, Trustee for Elizabeth Cauthen, Nelson Cauthen, Jr., Frances Elizabeth Cauthen, Alex Cauthen and Mary Ann Cauthen, in the amount of \$50,000.00 for the entire tract of land be, and the same is hereby accepted, approved and confirmed in all respects, and the said Special Commissioner is hereby authorized and empowered to execute and deliver to the said Canton Exchange Bank, Trustee for Elizabeth Cauthen, et al, a Special Commissioner's deed of conveyance.

Rec. in Book 78 Page 421  
The 27 day of Dec 1978  
By *B. Cooper* D.C.



IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Billy V. Cooper, Special Commissioner herein, be, and he is hereby allowed the sum of \$ 500.00 as reasonable compensation for his services rendered herein and which shall be taxed as a part of the cost herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that John W. Christopher, the attorney for Complainant, be and he is hereby allowed the sum of \$ 1975.00 as a reasonable attorney's fees for services rendered by him in this cause, which shall be taxed as a part of the cost herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all cost taxed or to be taxed herein and the attorney's fee allowed herein above shall from said sale proceeds be paid by the Complainant and the Defendants in the same proportion as their individual ownership interest as set forth in the decree of this Court dated November 16, 1978, and the remaining balance of said purchase is to be paid to the Complainant and Defendants in the following proportions:

- Lillian Smith 1/4
- Canton Exchange Bank, as Trustee for Elizabeth Cauthen, Nelson Cauthen, Jr., Frances Elizabeth Cauthen, Alex Cauthen and Mary Ann Cauthen, as Trustees and/or beneficiaries under the Last Will and Testament of Nelson Cauthen, deceased 1/4
- Charles Turner 1/2

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the final record hereof be composed of only the report of the Special Commissioner and this decree, and that this decree be indexed and recorded in the land record book of deeds as provided by law.

ORDERED, ADJUDGED AND DECREED, this the 22nd day of December, 1978.

Ed Cortright  
CHANCELLOR

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 12 day of January, 1979, at 4:00 o'clock P.M., and was duly recorded on the JAN 16 1979 day of 1979, 19....., Book No. 160 on Page 388 in my office.

Witness my hand and seal of office, this the.....of..... JAN 16 1979.....19.....  
BILLY V. COOPER, Clerk

By N. Wright....., D. C.

22



WARRANTY DEED BOOK 160 PAGE 380

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid me and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, LEON FLEMING and wife ODELL FLEMING, do hereby convey and forever warrant unto E. H. FORTENBERRY, the following described property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 160.0 feet on the South side of public road and containing in all 1.0 acres, more or less and being more particularly described as from a point that is 869.0 feet North of and 428.5 feet East of the SW corner of the N $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  Section 3, Township 9 North, Range 4 East, said point being situated on the south side of public road and is 30.0 feet measured at right angles with centerline of said public road, and from said point run thence N 88° 30' E for 498.0 feet along said ROW to the NW corner and point of beginning of lot being described, and from said point of beginning run thence S 89° 45' E for 160.0 feet along said South ROW line of public road, thence running S 4° 43' E for 260.0 feet, thence running S 70° 50' W for 137.0 feet, thence running N 7° 43' W for 311.0 feet to the point of beginning, and containing in all 1.0 acres more or less and being situated in the S $\frac{1}{2}$  of SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 34, Township 10 North, Range 4 East and N $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 3, Township 9 North, Range 4 East, Madison County, Mississippi.

IT IS agreed and understood that the 1978 ad valorem taxes on the above described property will be paid by the Grantors herein.

WITNESS OUR SIGNATURES on this the 11 day of January 1979.

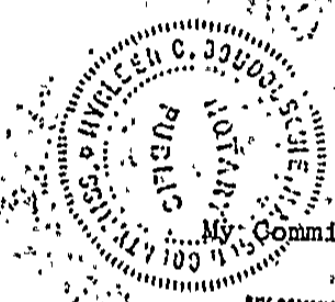
  
LEON FLEMING  
  
ODELL FLEMING

Leon Fleming and Odell Fleming to E. H. Fortenberry

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority, in and for the jurisdiction above mentioned, LEON FLEMING and ODELL FLEMING, who acknowledged to me that they did sign and deliver the foregoing instrument on the date and for the purposes set forth therein.

GIVEN UNDER MY HAND and official seal of office on this the 11 day of January, 1979.



Myrleen C. Roudouze  
NOTARY PUBLIC

My Commission Expires:

NOV. 22, 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 12 day of January, 1979, at 4:45 o'clock P. M., and was duly recorded on the 16 day of JAN. 16, 1979, Book No. 160 on Page 390 in my office.

Witness my hand and seal of office, this the JAN. 16, 1979.

BILLY V. COOPER, Clerk

By N. Wright, D. C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

For and in consideration of the sum of One Hundred and  
No/100ths Dollars (\$\*\*100.00\*\*) cash in hand paid and  
other good and valuable consideration, receipt of which is here-  
by acknowledged, the undersigned Troy McPhail and Joyce  
McPhail, party of the first part, does hereby sell,  
convey and warrant unto MOLPUS LUMBER COMPANY, party of the  
second part, their heirs and assigns, all merchantable timber,  
Pine only 12" stump and larger

standing, lying and being on the following described lands,  
to-wit:

47.25 acres in NW corner of NE $\frac{1}{4}$  of Section 11, Township 8  
North, Range 3 East, Madison County, Ms.

In further consideration for the above amount of money paid,  
we do grant the right to cut and remove said timber at any time  
within 1 year(s) from this date, together with the right  
of egress and ingress on and across said lands herein described.  
Also, for the same consideration, we do convey unto said party  
of the second part, their heirs and assigns, the right to con-  
struct and maintain a wagon or motor road upon and across the  
above mentioned lands for the purpose of removing said timber  
and for hauling said timber now owned or to be acquired by par-  
ties of the second part, their heirs and assigns, for a period  
of 1 year(s) from date, and for the free use of earth or  
poles to construct and maintain said roads.

In witness whereof, we set our hand(s) and seal(s) on this the  
11th day of January, 1979.

WITNESS:

SIGNED:

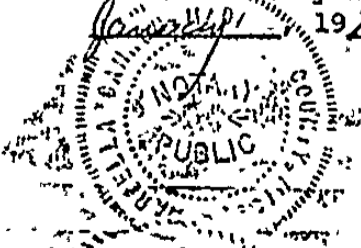
Troy McPhail  
Mrs. Joyce D. McPhail

STATE OF MISSISSIPPI  
COUNTY OF Madison

Personally appeared before me the undersigned authority in and  
for said County and State, the within named \_\_\_\_\_,  
who acknowledged that \_\_\_\_\_ signed, sealed and delivered the within Deed for the pur-  
pose therein expressed as \_\_\_\_\_ act and deed on the day and year  
therein written.

Given under my hand and seal of office, this 11 day of \_\_\_\_\_  
January, 1979.

Mucella Cramer  
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 January, 1979, at 9:00 o'clock A.M., and  
was duly recorded on the 15 day of JAN 16, 1979, Book No. 160 on Page 392 in  
my office.

Witness my hand and seal of office, this the ..... of JAN 16, 1979.

BILLY V. COOPER, Clerk

By M. Wright, D.C.

TRUSTEE'S DEED

36

WHEREAS, on the 3rd day of February, 1978, JOHN GILBERT PURVIS et ux VICKIE CAROL PURVIS, became justly indebted to DEPOSITORS SAVINGS ASSOCIATION, and did on that date, for the purpose of securing said indebtedness, execute their certain Deed of Trust to E. FRANK GOODMAN as Trustee for Depositors Savings Association, conveying in trust to the aforesaid Trustee the hereinafter described property; which said Deed of Trust is on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, in Book 439 at Page 327 thereof; and

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

WHEREAS, Depositors Savings Association, the beneficiary thereof, has exercised the option in such case provided and has declared the entire unpaid balance of said indebtedness immediately due and payable, and has directed the undersigned Trustee in said Deed of Trust to execute the same by sale of the property therein described in accordance with the terms and provisions thereof, for the purpose of raising said sum so secured and unpaid, together with the expenses of selling same, including Trustee's and attorney's fee's and

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

December 7, 1978  
December 14, 1978  
December 21, 1978  
December 28, 1978

and by posting a copy of said Notice in the proper place in

the Madison County Courthouse at Canton, Mississippi, for the term required by law and by the terms of the Deed of Trust aforesaid; and

WHEREAS, said Notice fixed the 29th day of December, 1978, as the date of sale, and the South Door of the Courthouse of Madison County at Canton, Mississippi, as the place of sale, and between the hours of 11:00 a.m. and 4:00 p.m., being within legal hours, as the time of sale, and at public outcry to the highest and best bidder for cash as the terms of sale; and

WHEREAS, on the date mentioned and at the place mentioned and between the hours of 11:00 a.m. and 4:00 p.m., being within legal hours, the undersigned did offer for sale and sell for cash at public outcry to the highest and best bidder for cash the property hereinafter described, and then and there DEPOSITORS SAVINGS ASSOCIATION bid the sum of Forty Thousand Nine Hundred Ninety One and 43/100 Dollars (\$40,991.43) for said property, which was the highest and best bid therefor; and

WHEREUPON, Depositors Savings Association was declared the purchaser of the property for the sum of Forty Thousand Nine Hundred Ninety One and 43/100 (\$40,991.43).

NOW, THEREFORE, in consideration of the sum of Forty Thousand Nine Hundred Ninety One and 43/100 Dollars (\$40,991.43), the receipt of which is hereby acknowledged, I, E. FRANK GOODMAN, Trustee, by these presents do hereby sell and convey the following described land and property, lying and being situated in Madison County, Mississippi, to Depositors Savings Association, to-wit:

Lot 33, Pear Orchard Subdivision, Part III, a subdivision according to the official map or plat thereof which is of record and on file in the office of the Chancery Clerk of Madison County at Canton, Mississippi, recorded in Plat Book 5 at Page 56, reference

to which is hereby made in aid of and as a part of this description.

This sale is made by me as Trustee only, and without warranty of any kind whatsoever.

WITNESS MY SIGNATURE, on this the 29th day of December, 1978.

BOOK 160 PAGE 393

*E. Frank Goodman*  
E. FRANK GOODMAN, TRUSTEE

E. Frank Goodman  
BACON, STONE, JERNIGAN & GOODMAN  
P. O. Box 15  
Jackson, MS 39205

STATE OF MISSISSIPPI

COUNTY OF HINDS

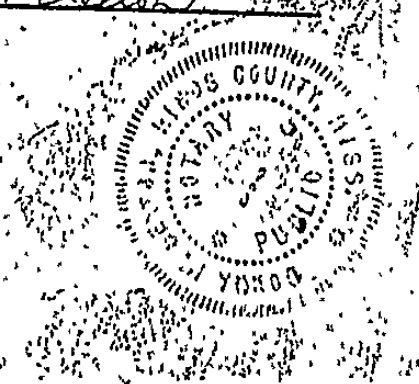
PERSONALLY CAME AND APPEARED before me, the undersigned Notary Public in and for said County and State, the within named E. FRANK GOODMAN, Trustee, who acknowledged that in his capacity as Trustee, he signed and delivered the above and foregoing Trustee's Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, on this the 29th day of December, 1978.

*Thomas M. Lester*  
Notary Public

My Commission Expires:

3-6-80



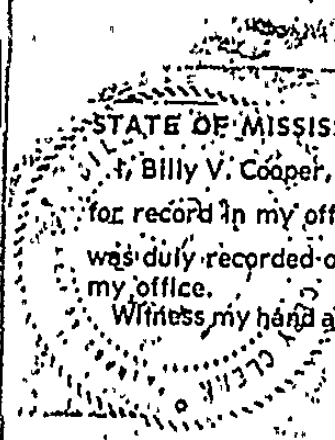
STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of January, 1979, at 9:00 o'clock A.M., and was duly recorded on the day of JAN 16 1979, Book No. 160 on Page 393 in my office.

Witness my hand and seal of office, this the 16 day of January, 1979.

BILLY V. COOPER, Clerk

By *M. Wright* D. C.





MINERAL RIGHT AND ROYALTY TRANSFER  
(To Undivided Interest)

INDEXED

STATE OF MISSISSIPPI  
COUNTY of Madison

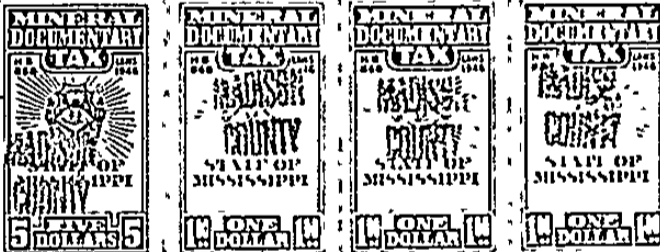
KNOW ALL MEN BY THESE PRESENTS:

that A. C. Kidd

Oklahoma,  
of Wewoka, Seminola County, State of ~~Mississippi~~  
hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of --One Dollar-- Dollars  
\$ 1.00 and other good and valuable considerations, paid by William L. Kidd,  
Wewoka, Oklahoma 74884

hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee ~~as undivided~~ all of my undivided interest ~~in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Madison State of Mississippi, and described as follows:~~

The West Half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the South Twenty Acres of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 3, Township 10 North, Range 5 East.



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

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

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

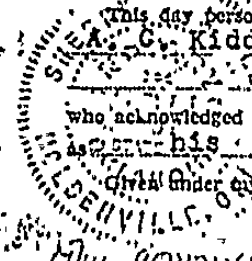
WITNESS the signature of the grantor this 16th day of JANUARY, 1974

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ *AC Kidd* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ~~MISSISSIPPI~~ Oklahoma  
COUNTY OF Seminole

BOOK 160 PAGE 397



This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named A. C. Kidd of Wewoka, Seminole County, Oklahoma,

who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein named as his free and voluntary act and deed.

Given under my hand and official seal, this the 16th day of January, A. D. 1974

*Shelby D. Wadley*

*My commission expires Nov 14, 1977*

STATE OF MISSISSIPPI,  
COUNTY OF \_\_\_\_\_

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, \_\_\_\_\_ one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath deposed and saith that he saw the within named \_\_\_\_\_

whose name \_\_\_\_\_ subscribed thereto, sign and deliver the same to \_\_\_\_\_

that he, this affiant, subscribed his name thereto as a witness in the presence of the said \_\_\_\_\_

and \_\_\_\_\_, the other subscribing witness; that he saw \_\_\_\_\_ the other subscribing witness, subscribe his name as witness thereto in the presence of the said \_\_\_\_\_

and that the subscribing witnesses subscribed their names to said instrument in the presence of each other on the day and year therein named.

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_

MINERAL RIGHT  
AND ROYALTY TRANSFER

To

Filed for Record this 15

day of January A. D. 19 74  
At 9:00 o'clock AM and  
mailed on JAN 16 1974  
Bank 160 Page 396

Clerk of the Chancery Court Shelby D. Wadley

Shelby D. Wadley County of Seminole Mississippi

By Shelby D. Wadley Deputy



*Ms. 8.00  
Rec'd 2.80  
Pl. 10.45  
FNB of Wewoka  
Wewoka, Oklahoma  
March 68*

INDEXED

380

DEED : BOOK 160 PAGE 398

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, and the assumption by the grantees of that deed of trust in favor of John Hancock Mutual Life Insurance Company in the sum of \$575,000.00 on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, W. B. Patterson Enterprises, Ltd., a Mississippi corporation whose name was changed in June, 1978 to Patterson Enterprises, Ltd. does hereby sell, warrant and convey unto James R. Marlett and Judith Elaine Phelps Marlett, as joint tenants with full rights of survivorship and not as tenants in common, all of our right title and interest in and to the following described land and property situated in Madison County, Mississippi, to-wit:

TRACT I

SE 1/4 NW 1/4, less 10 acres off the East side, and 18 acres on the East side of the W 1/2 SW 1/4, and the E 1/2 SW 1/4 of Section 26, Township 11 North, Range 3 East, Madison County, Mississippi.

TRACT II

NW 1/4 NW 1/4 of Section 26, Township 11 North, Range 3 East, Madison County, Mississippi.

TRACT III

W 1/2 SW 1/4 of Section 26, Township 11 North, Range 3 East, less and except 18 acres on the East side thereof; and SW 1/4 NW 1/4 of Section 26, Township 11 North, Range 3 East; SE 1/4 of Section 27, Township 11 North, Range 3 East, less and except a tract of land described as beginning at the SW corner of SE 1/4 of Section 27, run thence North to the NW corner of said SE 1/4, run thence East 20.94 chains, run thence South to a point on the South line of said SE 1/4, run thence West 20.94 chains to the point of beginning; and the NE 1/4 of Section 27, Township 11 North, Range 3 East, less and except a tract of land described as beginning at the NW corner of the NE 1/4 of said Section 27, run thence East for 2 chains, run thence South for 15 chains, run thence West for 2 chains, run thence North for 15 chains to the point of beginning.

TRACT IV

SE 1/4 SE 1/4 of Section 22, Township 11 North, Range 3 East.

TRACT V

N 1/2 SE 1/4 of Section 22, Township 11 North, Range 3 East, less and except the north 12.533 chains thereof, and less and except the west 2.5 chains thereof, and the SW 1/4 SE 1/4 of Section 22, Township 11 North, Range 3 East, less and except 2.5 chains on the west side thereof; estimated to contain 63 acres, more or less.

TRACT VI

Three (3) acres in the East One-half (E 1/2) of the South-west one-quarter (SE 1/4) of Section 27, Township 11, Range 3 East, being six (6) chains North and South and five (5) chains East and West and bounded on the North and South by property owned by Grafton Randall and on the East by property owned by W. B. Patterson Enterprises, Ltd., and being property formerly owned by James Ousley, deceased.

TRACT VII

A tract of land described as beginning at the NW corner of the NE 1/4 of said Section 27, run thence East for 2 chains, run thence South for 15 chains, run thence West for 2 chains, run thence North for 15 chains to the point of beginning, being in Section 27, Township 11 North, Range 3 East.

TRACT VIII

SW 1/4 of Section 27, Township 11 North, Range 3 East, less and except a tract of land in said SW 1/4 described as beginning at the junction of the Camden and Way's Bluff and the Canton and Vaughan Public Road, as they ran in March 1898, and run thence North along said Vaughan Road 610 feet, thence in an easterly direction 400 feet to a point on the Camden and Way's Bluff Road that is 700 feet along said road from the point of beginning, thence southwesterly along said Camden and Way's Bluff Road 700 feet to the point of beginning. The above described lands are estimated to contain 155 acres, more or less.

TRACT IX

Commencing at the southwest corner of the SE 1/4 of Section 27, Township 11 North, Range 3 East, and run thence north to the northwest corner of said SE 1/4, thence East

20.94 chains, thence south 11.49 chains, thence west 6 chains, thence south 5 chains, thence east 6 chains, thence south 23.51 chains, to the south line of said SE 1/4, thence west 20.94 chains to the point of beginning.

ALSO, a right-of-way and easement for the purposes of ingress and egress to and from the lands located in the SE 1/4 NW 1/4 and in the SE 1/4 of said Section 27, over and across a tract of land in the southwest corner of the SW 1/4 NE 1/4 described as beginning at the southwest corner of the SW 1/4 NE 1/4 of said Section 27, and run thence north 25 feet, thence traversing an arc with a radius of 25 feet to a point 25 feet east of the point of beginning, thence west to the point of beginning.

It is further agreed between the parties that the taxes will be prorated as of the date of this conveyance.

WITNESS MY SIGNATURE this the 30 day of December, 1978.

\_\_\_\_\_  
Patterson Enterprises, Ltd.

BY: W. B. Patterson  
W. B. Patterson, President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the county and state aforesaid, W. B. Patterson, who after being by me first duly sworn, stated on oath that he did sign and deliver the foregoing deed for and on behalf of said corporation on the day and year therein mentioned.

SHOWN TO AND SUBSCRIBED BEFORE ME this the 30 day of December, 1978.

Melanie A. Mcley  
NOTARY PUBLIC

Commission Expires:

8-21-82

BOOK 160 PAGE 339

The Grantees hereby agree to assume the indebtedness on this property in favor of John Hancock Mutual Life Insurance Company and will forever hold the Grantor harmless of this obligation, including all costs that may be incurred.

*[Signature]*  
WITNESS  
*[Signature]*  
WITNESS

*[Signature]*  
James R. Marlett  
*[Signature]*  
Judith Elaine Phelps Marlett

Please Record & Return to:  
POWELL & SANFORD  
ATTORNEYS AT LAW  
816 EAST CAPITOL STREET - ROOM 802  
JACKSON, MISSISSIPPI 39205  
Record Book 1st duels  
Thom D/T and  
THOMAS W. SANFORD  
PHONE 383 2888  
P. O. BOX 22485

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 January, 1979, at 9:00 o'clock, P.M. and was duly recorded on the 16 day of JAN 16 1979, 1979, Book No. 160 on Page 398 in my office.

Witness my hand and seal of office, this the 16 day of JAN 16 1979, 1979.

BILLY V. COOPER, Clerk

By *[Signature]* D. C.