194 164 mc400

INDEXINITY

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) 436; cash in hand paid us and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, we, LAWRENCE ALLEN and ODESSA ALLEN, husband and wife, do hereby convey and warrant unto GARFIELD STOKES and IDA MAE STOKES, husband and wife, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing 1.5 acres, more or less in the SE 1/4, Section 18, Township 7 North, Range 2 East and more particularly described as follows:

Commencing at the northwest corner of the property conveyed the grantees herein by grantors on April 29, 1974 and of record in the Chancery Clerk's Office of Madison County, Mississippi in Land Deed Book 135 at page 565 and from said point of beginning run north along the east side of a public gravel road 320 feet to a point; thence east 210 feet to a point; thence south 320 feet parallel with said public road to the north line of grantees property, thence west along the north line of grantees property 210 feet to the point of beginning.

THE WARRANTY of this conveyance is subject to:

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1979 and subsequent years.
- 2. The reservation unto the grantors of an undivided one-half (1/2) interest in and to all oil, gas, and other minerals in, on and underlying above described property.
- 3. A right of way and easement conveyed and granted to Shell Pipeline Corporation by instrument dated August 18, 1971, and of record in Land Deed Book 123 at Page 416 in the office the aforesaid Clerk.
- 4. The Madison County, Mississippi Zoning and Subdivision Ordinances of 1964, which the Grantors warrant have not been violated to date.

WITNESS OUR SIGNATURES, this 18th day of August, 1979.

LAWRENCE ALLEN (grantor)

Odessa Allen

BOOK 164 HAGE 401.

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, LAWRENCE ALLEN and ODESSA LLEN, who each acknowledged to me that they did sign and deliver the foregoing instrument on the date and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL seal of office, this 20th day of August, 1979.

(SEAL)

MY COMMISSION EXPIRES:

MY COMUNICAL ESTICA MAY 20, 1001

STATE OF MISSISSIPPI, County of Madison-

4963 IEDEXED

3704 164 TAGE 402

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, MITCHELL HOMES, an Alabama General Partnership composed of Nuco Southeast Corporation, a Delaware Corporation, and The Mitchell Company, an Alabama Partnership composed of Armay Development Corporation, a Delaware Corporation, Marbit Incorporated, a Delaware Corporation, and Luco Development Incorporated, a Delaware Corporation, acting by and through its General Partner, The Mitchell Company, which Company is acting by and through its General Partner, Armay Development Corporation, does hereby sell, convey and warrant unto TERENCE M. KEANE, a single person

the land and property which is situated in Madison County, Mississippi, described as follows, to-wit:

Lot 40, Country Club Woods Subdivision, Part IV, a subdivision according to the map or plat thereof which is of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 6 at Page 12, reference to which is hereby made in aid of and as a part of this description.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to said Grantees or their assigns any deficit on an actual proration.

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

WITNESS the respective hand and signature of the undersigned Grantor hereto affixed on this the 15th day of August 197 s

MITCHELL HOMES, an Alabama General Partnership

By: The Mitchell Company, an Alabama General Partnership and General Partner in Mitchell Homes

> By: Armay Development Corporation, a Delaware Corporation and General Partner in The Mitchell Company

> > By: Tred Griffin, Vice gresident

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, Fred Griffin , personally known to me to be the Vice President of the within named Armay Development Corporation, General Partner of The Mitchell Company, which said The Mitchell Company is General Partner of Mitchell Homes, who acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said Armay Development Corporation, acting in its capacity as General Partner of said The Mitchell Company, with said The Mitchell Company acting in its capacity as General Partner of said Mitchell Homes.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the

15th day of August ,197 9 .

AV Comm. Expires:

and the second s

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

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INDEXED

4965

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Shaffier G. Smith and E. Gail Smith, do hereby sell, convey and warrant unto Martin D. Marut and Rose A. Marut, as joint tenants with full rights of survivorship and not as tenants in common, the following land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 10, Country Club Woods Subdivision, Part 1, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, recorded in Plat Book 5 at Page 65, reference to which map or plat is hereby made in aid of and as a part of this description.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been provated as of this date on an estimated basis, and when said taxes are actually determined, if the provation as of this date is incorrect, then the Grantors agree to pay to said Grantees or their assigns any deficit on an actual "provation.

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

WITNESS the respective hand and signature of the undersigned Grantors hereto affixed on this the 17th day of August 1979/1

Shaffier G. Smith

. .

600 ANN 164 ANN

STATE OF MISSISSIPPI

, i

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Shaffier G. Smith and E. Gail Smith, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

· WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 17th day of

August 1979 - ...

STATE QF MISSISSIPPI; County of Madison:

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STATE OF MISSISSIPPI COUNTY OF MADISON

MARS 164 PUR 408

4967

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$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 assumption of and agreement to pay as and when due that certain indebtedness due and owing unto First Federal Savings and Loan Association of Canton, Canton, Mississippi, which indebtedness is secured by a Deed of Trust dated April 17, 1979, and of record in the Office of the Chancery Clerk of Madison County at Canton, Mississippi, in Deed of Trust Record Book 457 at page 410, the undersigned JOHN F. GUSSIO, JR., does hereby sell, convey and warrant unto MRS. THEDA W. VANLANDINGHAM, the following described real property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Nine (9), CORRECTED PLAT OF Lots 7, 8, 9, 10 and 11, MADISON SQUARE SUBDIVISION, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 6 at page 14 thereof, reference to which map or plat is here made in aid of and as a part of this description.

THE GRANTOR herein hereby transfers and assigns unto the Grantee all escrow accounts for taxes and insurance now held by First Federal Savings and Loan Association of Canton, Canton, Mississippi, in connection with the above indebtedness.

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

WITNESS THE SIGNATURE of the Grantor herein, this the 27 day of August., 1979.

OHN FY GUSSIO, JR.

100 m

STATE OF MISSISSIPPI

COUNTY OF MADISON

anok 164 PAGE 407

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JOHN F. GUSSIO, JR., who acknowledged that he signed, executed and delivered the above qnd foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 274 day of August, 1979.

STATE OF MISSISSIPPI, County of Madison: 1, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed 

4969

# and: 164 res: 403

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, JUANITA MOORE POAT, also known and being one and the same person as MARY JUANITA POAT, do hereby sell, convey, and quit claim unto W. E. MOORE, an undivided one-twentyeighth (1/28th) interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

> The North Half of the Southeast Quarter (N 1/2 SE 1/4) of Section 25, Township 10 North, Range 2 East.

WITNESS MY SIGNATURE on this the 20 day of August, 1979.

JØANITA MOORE POAT, also known and being one and the same person as MARY JUANITA POAT

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority , in and for the jurisdiction above mentioned, JUANITA MOORE POAT, also known and being one and the same person as MARY JUANITA POAT, who acknowledged to me that she did sign and deliver the foregoing instrument on the date and for the purposes therein set forth.

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

MY COMMISSION EXPIRES:

My Commission Expires April 25, 1981

STATE OF MISSISSIPPI, County of Madison-

, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed was duty recorded on the, day of AUG 2 9 1979 ..., Book No 6. Con Page 60. Jin

164 PAGE 409

### CUITCLAIM DEED

49°, o

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, W. E. MOORE, do hereby sell, convey, and quit claim unto JUANITA MOORE POAT, also known and being one and the same person as MARY JUANITA POAT, an undivided one-fourteenth (1/14th) interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

> The Southwest Cuarter of the Southeast Cuarter (SW 1/4 SE 1/4), of Section 25, Township 10 North, Range 2 East.

WITNESS MY SIGNATURE on this the ZZ day of August, 1979.

GRANTOR

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, W. E. MOORE, who acknowledged to me that 'he did sign and deliver the foregoing instrument on the date and for the purposes therein set forth.

GIVEN UNDER MY HAND and official seal of office this the 22th day of August, 1979.

MY COMISSION EXPIRES:

mission Expires Sept. 22, 150,

STATE OF MISSISSIPPI, County of Madison.

1,:Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed tor record in my office this. The day of August 19.79... at 1/120 o'clock A...M., and was duly recorded on the day of Aug 2 9 1979 19...., Book No. 16.4. on Page 40. In my office. 

STATE OF MISSISSIPPI COUNTY OF MADISON

4976



### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, LARRY E. EVERETT and wife, MARY ANN EVERETT, Grantors, do hereby convey and warrant unto WILLIAM HENRY McLELLAN for life and to DOROTHY S. McLELLAN for life, Grantees, the following described lands lying and being situated in Madison County, Mississippi, to-wit:

> Lot 23 of Highland Park Estates, a subdivision in the City of Canton, Madison County, Mississippi when described with reference to the map or plat of said subdivision now on file in the Chancery Clerk's office for said County, reference to said map or plat being here made in aid of and as a part of this description.

WITNESS OUR SIGNATURES, this the 24 day of August, 1979.

Larry E. Events

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STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named LARRY E. EVERETT and wife, MARY ANN EVERETT, who acknowledged that they did sign and deliver the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal, this 24 day of Kubust 1979.

My Commission Expires:

STATE OF MISSISSIPPL County of Madison-

WARRANTY DEED

BOOK 164 PAGE 411

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, we DANIEL T. WATKINS and MARY L. WATKINS, husband and wife, do hereby convey and warrant unto LARRY E. EVERETT and MARY ANN EVERETT as joint tenants with rights of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot Twenty-three (23) of HIGHLAND PARK ESTATES, a subdivision in the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said subdivision now on file in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description.

This conveyance is executed subject to:

- 1. Zoning Ordinance of the City of Canton, Mississippi.
- 2. Ad valorem taxes for the year 1979, which are to be paid by grantees when due.
- 3. Reservation and/or exception by predecessors in title of an undivided one-half interest in all oil, gas and minerals.
- 4. Restrictive covenants as shown by instrument executed by Phillips and Randel Lumber Company, dated September 16, 1960, recorded in Land Record Book 277 at Page 483 thereof in the Chancery Clerk's Office for said county.
- 5. Deed of trust executed by Mary L. Watkins and Daniel T. Watkins to James H. Herring, Trustee, to secure First Federal Savings and Loan Association of Canton, Mississippi, dated September 7, 1978, filed September 7, 1978, recorded in Land Record Book 447 at Page 324 thereof in the Chancery Clerk's Office for said county. The grantees herein by the acceptance of this conveyance do hereby assume and agree to pay the balance now due on the indebtedness secured by said deed of trust as the same becomes due and payable; and the grantors herein do hereby transfer, set-over, and assign unto the grantees herein all of their right, title and interest in and to any and all escrow funds for taxes, insurance, etc., held in connection with the loan secured by said deed of trust.

WITNESS our signatures, this 13 day of 1979.

Daniel T. Watkins

Mary L Watkins

STATE OF LOW COUNTY OF <u>//</u>

BOCK 164 PAGE 412

tary Public of Cirks

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named DANIEL T. WATKINS and MARY L. WATKINS, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

\_, 1979.

Given under my hand and official seal this the 12 day

ssion 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 day of Aug 29 1979.

Witness my hand and seal of office, this the Of Aug 2 9 1979

BILLY V. COOPER, Clerk Mary Mary By M. War g. it. D.C.

# 164 954 WARRANTY DEÉI

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, the undersigned JERRY D. JOHNSON does hereby sell, convey and warrant unto WHEATLEY PLACE, INC., the land and property which is situated in Madison County, Mississippi, described as follows, to-wit:

The South Half (1) of Lot 23 and all of Lot 25, Madison Rolling Hills, 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, Missispipi, in Plat Cabinet A at Slide 160, reference to which is hereby made in aid of and as part of this description description.

Ad valorem taxes for the year 1979 have been pro-rated as of this date.

This conveyance is subject to the restrictive covenants of record, and any prior mineral reservations. Said property is no part of the homestead of the Grantor.

Witness my signature on this the Ar day of August, 1979.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me the undersigned authority in and for the above style jurisdiction, the within named JERRY JOHNSON, who acknowledged to me that he 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 day of August, 1979.

My Commission Expires:

MX Commission Expires Oct. 7, 1979

STATE OF MISSISSIPPI, County of Madison: 

By .... D. C.

IN THE UNITED STATES DISTRICT COURT ' FOR THE SOUTHERN DISTRICT OF MISSISSIPPI JACKSON DIVISION

IN THE MATTER OF:

IN BANKRUPTCY

DICKSON TREATING COMPANY, INC., BANKRUPT

J76-00752D

## ORDER REVOKING FORMER ORDER

This day this cause came on to be heard on motion ORE TENUS by Harold J. Barkley, Jr., the Trustee herein, and by J.C. Searcy, Jr. and Richard Partridge, two of the purchasers herein, by and through their attorney of record, James W. Newman, III, to set aside that certain order heretofore entered herein on August 20, 1979, a copy of which is attached hereto as Exhibit "1" the same as if fully copied herein by reference, on the grounds that all the amounts alleged to be due and owing from the said purchasers have been paid in full unto the Trustee, and the Court being fully advised in the premises is of the opinion that said motion is well taken and should be granted.

IT IS THEREFORE ORDERED AND ADJUDGED that the Order attached hereto as Exhibit "1" and made a part hereof by reference be and the same hereby is rescinded, revoked and held for naught and the same henceforth will be treated as null and void the same as if it had never been rendered nor entered of record.

SO ORDERED AND ADJUDGED this the 21 day of August, 1979.

Barney E. Eaton, III

BARNEY EATON, III Bankruptcy Judge

Approved and agreed to

Harold J\_Barkley, Jr., Frustee

Harold J. Barkbey,

J.C. Searcy, Jr. and

ices W. Newman, III torney for Purchasers

IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI

JACKSON DIVISION

IN THE MATTER OF:

IN BANKRUPICY

DICKSON TREATING COMPANY, INC.

J78-00/52B

### ORDER

This cause came on for hearing on August 20, 1979 and it appearing unto the Court as follows:

That, a public cale was held on June 15, 1979, on June 20, 1979 said sale was confirmed with certain assets consisting of roal and personal property being sold to J.C. Searcy, Jr. and Richard Partridge, with balance due to Trustee by said buyers of \$451,000.00 payable on or before July 11, 1979.

That, on July 11, 1979 the buyers acting in consort and through J.C. Scarcy, Jr. issued a check drawn on Central Bank of Mississippi payable to Trustee in the amount of \$451,000.00 and obtained Trustee's Deed to real property located in Madison County, Kissinsippi and more particularly described in Exhibit "A" attached hereto and made a part hereof and obtained a Bill of Sale to personal property described in Exhibit "A" attached hereto and made a part hereof.

That, said check was returned "insufficient funds" and thereby dishenered by Central Bank of Mississippi and the Court not ruling on the false and fraudulent scheme to obtain said real and personal property by buyers at this time does find as follows:

From the date of dishonor the Trustee has

From the date of dishonor the Trustee has collected from J.C. Searcy, Jr. and Richard Partridge the sum of \$268,050.00.

That a Consent Decree was entered by all parties involved on August 18, 1979 providing, among other things, that in the event J.C. Searcy, Jr. and Richard Partridge failed to pay unto Trustee, on or before August 18, 1979 at 12:00 P.M. the balance of approximately \$183,000.00 plus interest they shall forfeit all amounts previously paid by them and return to Trustee all assets still under their care, custody and control.

EXHIBIT

# BODY 164 PACE 416

That J.C. Searcy, Jr. and Richard Partridge failed and have continued to fail to pay unto Trustee the actual balance of \$182,950.00 plus accrued interest.

That, the United States Marshall for the Southern District shall forthwith enter on the premises described herein and vacate any and all parties on the premises.

on the premises. That, the Trustee shall forthwith enter on the

That, the Trustee shall forthwith enter on the premises and inventory same, and proceed to sell said real and personal property.

That, Trustee is authorized to rehire Day Detectives, Inc. to provide 24 hour a day guard service and to allow no person or persons other than the Trustee and persons accompanying him to enter on the premises. That, the sale to J.C. Searcy, Jr. and Richard Partridge of real and personal property, heretofore confirmed on August 20, 1979 is set aside and all funds previously paid by J.C. Searcy, Jr. and Richard Partridge are hereby forfeited.

That, this is of such urgent and necessitous circumstance, that no further notice need be given for the entering or enforcement of this Order.

Trustee shall forthwith take all action necessary to secure and obtain said assets for the benefit of creditors of this Bankrupt estate.

### IT IS THEREFORE ORDERED AND AJUDGED as follows:

That, the sale of real and personal property described in Exhibit "A" attached hereto to J.C. Searcy, Jr. and Richard Partridge is hereby set aside and that the Trustee file a copy of this Order with the Chancery Clerk of Madison County, Mississippi.

That, the United States Marshall for the Southern District of Mississippi or his Deputy enter upon the premises of the real property described herein and vacate any and all parties on premises.

Trustee shall rehire Day Detectives, Inc. to provide 24 hour a day guard service and allow no person or persons other than the Trustee and persons accompanying Trustee to enter on premises.

That all monies heretofore paid by J.C. Searcy, Jr. and Richard Partridge to Trustee are hereby forfeited. That, Trustee shall proceed with inventory all personal property hereto sold to J.C. Searcy, Jr. and Richard Partridge and proceed with sale of real and personal property.

property.

Trustee is hereby authorized and directed to do any acts which may be required of him and are necessary to secure and obtain the assets described in Exhibit "A" attached hereto.

ORDERED AND AJUUDGED this 20 day of Mary

6. Spears, Clerk

Page 2

TRACT 1 A parcel of land containing 1.2 acres, more or less, A parcel of land containing 1.2 acres, more or less, fronting 323.7 feet on the north side of Covington fronting 323.7 feet on the north side of Covington Drive, lying and being situated in the NW 1/4 SE 1/4, Section 20, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi, more particularly described as follows:

Beginning at the intersection of the north line of Covington Drive with the west line of said NN 1/4 NE 1/4 and Run S 89 degrees 45° E along the north line of Covington Drive for 323.7 feet to the top of the west bank of a small road ditch, thence North along west bank of a small road ditch, thence North along the top of said west bank for 60° feet to a point on the top of the south bank of Bachelors Creek; thence N the top of the south bank of Bachelors Creek; thence N the top of the south bank for 37 to degrees 30° W along the top of said creek bank for 37° feet to a point on the west line of said NW 1/4 NE 1/4° thence South along the west line of said NW 1/4 NE 1/4° for 258.3 feet to the point of beginning.

TRACT 2

Begin at the Southeast corner of Lot 63, Block 8, Center
Terrace Subdivision, City of Canton, Madison County,
Mississippi, on the North side of Barfield Street; thence
North 355 feet; thence West 25 feet; thence North 425
North 355 feet; thence West 25 feet; thence North 425
feet to South right-of-way line of Old Canton and Carthage Railroad; thence East along said South right-ofway line of said railroad to Kraft property, a distance
of 2270.6 feet; thence South 425 feet along West line
of Kraft property; thence West 2125.6 feet along North
lines of Kraft, Wallace and Burlingtor Industries
lines of Kraft, Wallace and Burlingtor Industries
lines of Kraft, Wallace and Burlingtor Industries
lines of Barfield Street to point of beginning, less 50
Barfield Street; thence West 120 feet along North
line of Barfield Street to point of beginning, less 50
feet evenly off South ends of Lots 66 and 67, Block
feet evenly off South ends of Lots 66 and 67, Block
feet evenly off Canton, Madison County, Mississippi, all
in N 1/2 of NW 1/4, Section 20, Township 9, Range 3,
Madison County, Mississippi, and being 23 acres more or
less.

TRACT 3

Beginning at the intersection of the no:th line of
Covington Drive with the west line of the original Hugh
M. Dickson property (said point of intersection being
366.8 feet north of and 25 feet west of the southeast
corner of Lot 63 of Block 8 of Center Terrace Subdivisi
and from said point of beginning run north 85 degrees
53' W along the north line of Covington Drive 140 feet
more or less, to the east line of what is known as the
Earl Moss property, thence north along the east line
of said Moss property to the south line of the Canton
and Carthage Railroad right-of-way, thence easterly
along the South line of said railroad right-of-way to
the west line of said original Hugh M. Dickson proper
thence south along the west line of said Dickson prope
to the point of beginning.

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less, fronting 283. Is ton tonor ide Drive, Canton, Madison County, Mississippi, a particularly described as follows:

Beginning at the intersection of the North line of Covington Drive with the east line of the Earl Moss Property, as recorded in Deed Book 118, Page 738, in the records of the Chancery Clerk of said county, and run North along said Moss east line for 406.9 feet to a point on the South R.O.W. line of a railroad spur line (formerly Canton & Carthage Railroad); thence N 89 degrees 45° W along said south R.O.W. line for 300.8 feet to a point on the east side of a drainage ditch; thence S 02 degrees 39° W along the east side of said ditch for 389.8 feet to a point on the north line of Covington Drive; thence Easterly along the north line of Covington Drive for 283.4 feet to the point of beginning; And

Beginning at the intersection of the north line of Covington Drive with the west line of the Hugh M. Dicking son property (said point of intersection being 366.8 Covington Drive with the west of the southeast corner of Lot 63 of Block 8 of Center Terrace Subdivision) and from said point of beginning run north 85 degrees 53 minutes west along the north line of Covington Drive 140 feet, more or less, to the east line of what is known as the Earl Moss property, thence north along the east line of said Moss property to the south line of the Canton and Carthage Railroad right-of-way, thence easterly along the south line of said railroad right-of-way to the west line of the said Hugh M. Dickson property, thence south along the west line of said Dickson property to the point of beginning; and

Page 2 . 8. Eller "A

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CANTON, MS.
1. Office equipment
  2. Backroom
3. Box, chains, lug
4. Machine Shop
ROLLING STOCK - CANTON, MS
5. Nabors Trailer, Serial #20751FB6
6. Trailer 1195 (only)
7., Trailer & chips (aluminum - Fruehauf 40'
8. Dorsey 38'
9. Butler Tank
10. Wrecked trailer
                   Wrecked trailer
 10.
                   Black GMC truck
 11.
                  Headache Rack w/wench
Barrels of paint & empty barrels
2 cylinder ends
13. Barrers of paint a compty barrers

14. 2 cylinder ends

15. Pole trailer (Kent) #1 includes front

16. Pole trailer (Robors) #18388FT

17. Log trailer (Nabors) #18388FT

18. Nabor Pole Trailer #729

19. Allis Chalmer Model 45 Motorgrader #465

20. Truck & trailer - Ford Diesel (Truck S.N. W65JUE25220

Trailer S.N. #45-TLH-1355K

21. 2000 gal. diesel tank w/pump & approx. 1000 gal. diesel

22. 7500 gal. 1957 Trailmobile 5-03017

23. Kent #4 pole trailer

24. Kent #5 pole trailer

25. U&M 397501 Fruehauf Trailer

26. Tool box & barrel

27. Ford Super cab F100 pickup (red & white) S.N. F10YKU61032

28. Black F100 Ford 1974 w/gauges, torch & tool box

S.N. F10YLT32326

29. 1963 Ford F35CK404476 w/welder #G3760100

1075 Dodge D200 #D27BDSS168705
  13.
                     1963 Ford F35CK404476 w/welder #G3760100
1975 Dodge D200 #D27BDSS168705
1974 Chevrolet w/dual wheels (red & white) *CCZ344B132050
Hiller Big 40 DC Arc Welder
Tractor (Mack) WS786LST26659
Trailer #6
Morman Truck M2124 - CHDT-BC
Trailer #7
Kenworth Truck (blue 5 white) *7454747
    30.
    31.
    3Ż.
    33.
     34.
    35.
                       Kenworth Truck (blue & white) #245474K
Allis Chalmers Model 545 #2374 front end loader
745 Fiat-Allis 72CO-3092
    36.
     38.
                       Model 605 Fiat-Allis 18705486
Allis-Chalmers 745 Front end loader
     39.
                       Allis-Chalmers 745 Front end loader
#HD11 Allis-Chalmers dozerw/wench & blade
645 Allis Chalmers
JD 640 Skidder
JD 640 #274998 Skidder
     40.
      42.
      43.
                        Brockway Truck 87818
Trailer #8
Trailer #9 w/5th wheel
#87820 Brockway Tractor
Trailer #10
F53770 Binockway
      44.
      46.
      47.
       48.
                         FS3379 Birmingham Trailer "yellow"
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Secretary of the second

continued....

Pay 3 of Ertalis A.

18059 DFHT red trailer black "White" Tank Truck Model 3000 WINNFIELD ROLLING STOCK 51. 52. 1976 Mack Truck w/sleeper& trailer #WS786L5T26658 53. CANTON Cylinder 10' x 100' (rusty)
Helson pole peeling plant
All inventory 54. 55. 56. 57. Hammermill Hammermili
Holding tanks
Cylinder 6' x 100
Cylinder 8' x 120'
Cylinder 8' x 120'
3 vacuum tanks (unit) 58. 59. ·60. 61. 62. Unit 2 50,000 gal. creosote tanks & 1 20,000 water tank Truck loading bin . 63. 64. 65. Laboratory
Pump room (valves, motors, etc.)
Industrial boiler (conveyor back to wall including red unloader
Penta treatment 66. 67. 68. 69. 9 trams ROXIE chipper, blower shop & chips 70. Peeler. TYLERTOWN peeler, office, storage, 500 gal. diesel tanks, chips & poles 71. BUDE 1966 mobile home 60' x 10' 72.

Pay 4 2 Eskels on

4979

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 for the further consideration of the assumption of and agreement to pay as and when due that certain indebtedness due and owing unto Mid State Mortgage Company, which indebtedness is secured by a Deed of Trust dated April 2, 1979, and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, n Deed of Trust Record Book 455 at Page 731, We, the undersigned, RICKY RAY McCRAW and wife, JUDY M. McCRAW, do hereby sell, convey and warrant unto JAMES F. SMITH, a single person, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Seventy-Five (75), LAKELAND ESTATES SUBDIVISION, PART II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet A, Slide 115, reference to which is here made in aid of and as a part of this description.

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

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

WITNESS OUR SIGNATURES this the

day of August, 1979

M Cai

JUDY M. McCRAW

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

GIVEN under my hand and official seal of office, this the <u>23</u> day of August, 1979.

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, ROBERT BAILEY, Grantor, do hereby convey and forever warrant unto WILLIAM SMITH and wife, THERESA SAMMIE SMITH, Grantees, as joint tenants with full right of survivorship and not as tenants in common, a life estate in the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot No. 43 on the east side of First Avenue of Firebaugh's First Addition to the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said addition now on file in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description.

WARRANTY OF THIS CONVEYANCE is subject to the following exceptions,

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1979, which shall be prorated as follows: Grantor:; Grantees:		
ad valorem taxes for the year 1979, which shall be prorated as  follows: Grantor:; Grantees:;  2. City of Canton Zoning Ordinance of 1958, as amended.  The subject property constitutes no part of the homestead of  the Grantor.  WITNESS MY SIGNATURE on this the // day of July, 1979.  STATE OF MISSISSIPPI  COUNTY OF MADISON  PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ROBERT BAILEY, 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 day of July, 1979.  (SEAL)		
ad valorem taxes for the year 1979, which shall be prorated as follows: Grantor:; Grantees:  2. City of Canton Zoning Ordinance of 1958, as amended.  The subject property constitutes no part of the homestead of the Grantor.  WITNESS MY SIGNATURE on this the // day of July, 1979.  STATE OF MISSISSIPPI  COUNTY OF MADISON  PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ROBERT BAILEY, who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.  Purposes Therein Stated.  NOTARY PUBLIC (SEAL)	1.	City of Canton, County of Madison and State of Mississippi
follows: Grantor:; Grantees:		
The subject property constitutes no part of the homestead of the Grantor.  WITNESS MY SIGNATURE on this the day of July, 1979.  STATE OF MISSISSIPPI  COUNTY OF MADISON  PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ROBERT BAILEY, 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 day of July, 1979.  (SEAL)		
The subject property constitutes no part of the homestead of the Grantor.  WITNESS MY SIGNATURE on this the day of Jufy, 1979.  STATE OF MISSISSIPPI  COUNTY OF MADISON  PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ROBERT BAILEY, 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 day of July, 1979.  (SEAL)	2.	City of Canton Zoning Ordinance of 1958, as amended.
WITNESS MY SIGNATURE on this the 4 day of Jufy, 1979.  ROBERT BAILEY  STATE OF MISSISSIPPI  COUNTY OF MADISON  PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ROBERT BAILEY, 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 day of July, 1979.  (SEAL)		
WITNESS MY SIGNATURE on this the /4 day of July, 1979.  STATE OF MISSISSIPPI  COUNTY OF MADISON  PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ROBERT BAILEY, who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.  Aug. GIVEN UNDER MY HAND and official seal on this the day of July, 1979.  (SEAL)	the Grant	or. ausust
STATE OF MISSISSIPPI  COUNTY OF MADISON  PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ROBERT BAILEY, who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.  Pug GIVEN UNDER MY HAND and official seal on this the day of July, 1979.  NOTARY PUBLIC	WIT	NESS MY SIGNATURE on this the 14 day of July, 1979.
PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ROBERT BAILEY, 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 day of July, 1979.  NOTARY PUBLIC		ROBERT BAILEY
PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ROBERT BAILEY, 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 day of July, 1979.  NOTARY PUBLIC	STATE OF	MISSISSIPPI
for the jurisdiction above mentioned 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 day of July, 1979.  NOTARY PUBLIC		
GIVEN UNDER MY HAND and official seal on this the day of July, 1979.  NOTARY PUBLIC  NOTARY PUBLIC	for the j to me the on the da	at he did sign and deliver the above and foregoing instrument.
antathes.	Aug GIV	VEN UNDER MY HAND and official seal on this the Mind day of 79.
Tundana Fundana	(SEAL)	The state of the s
My Commission Expires:	My Commis	ssion Expires:
The second secon	<del></del>	The second secon
to part of the comment of the commen	ا تعالى	12.7862 12.7862
ATE OF MISSISSIPPI, County of Madison-	ATE OF MIS	SSISSIPPI, County of Madison:

...., 19....., Book No. 6 Y. on Page 23. in AUG 2 9 1979 was duly recorded on the .....day of AUS 2.9.1979...
my office.
Witness my hand and seal of office, this the ......of ...

COOPER, Clerk By n. Wright D.C.

#### MOOK 164 201424 WARRANTY DEED

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 which is hereby acknowledged, I, MANTE CONWAY AMMONS, unmarried, do hereby convey and warrant unto EUGENE AMMONS, JR. the following described property sitiated in Madison County, . Mississippi, to-wit:

The East (E 1/2) of the following described property: The NW 1/4 of Section 3, Township 10 North, Range 5 East and all that part of the SW 1/4 of Section 34, Township 11 North, Range 5 East lying south of public road, containing 100 acres, more or less, and being the same property conveyed undersigned by Haywood Conway and Mallie Conway, recorded in Land Deed Book 101, page 113, Chancery Clerk's Office of Madison County, Mississippi.

Grantor agrees to pay the 1979 ad valorem taxes. WITNESS MY SIGNATURE this 28 day of August, 1979.

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for said county and state aforesaid, MAMIE CONWAY AMMONS, 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 the 28 day of August, 1979.

Kesleen

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 was duly recorded on the .....day of .... AUG. 2 9.1979 ..... 19...... Book No. / 6 / on Page. / Julia 

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# ands 164 #0:425

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CANTON, MISSISSIPPI AMENDING SECTION 1 OF AN ORDINANCE ADOPTED SEPTEMBER 6, 1977, AND RECORDED IN MINUTE BOOK 22 AT PAGE 141, BY CORRECTING THE DESCRIPTION OF THAT PART OF MATTIE'S DRIVE, TWIN OAKS SUBDIVISION, PART 3, CLOSED AND VACATED THEREBY; AND OTHER MATTERS GERMANE THERETO.

WHEREAS, on September 6, 1977, pursuant to a petition filed by Mattie F. White, Charles David Holmes, Dianne Daniel Holmes, Robert D. Cox, and Joyce D. Cox, being the owners of all of the property abutting thereon, the Mayor and Board of Aldermen of the City of Canton, Mississippi adopted an ordinance closing and vacating a part of Mattie's Drive, a dedicated street in and as shown by the plat of Twin Oaks Subdivision, Part 3; and

WHEREAS, the description of that part of said street intended to be closed and vacated by said ordinance is erroneous and should be corrected.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CANTON, MISSISSIPPI AS FOLLOWS, TO WIT:

Section 1: That Section 1 of the ordinance adopted on September 6,
1977 and recorded in Minute Book 22 at page 141, in the office of the Clerk
of the City of Canton, Mississippi, entitled:

AN ORDINANCE CLOSING AND VACATING A
PART OF MATTIE'S DRIVE IN TWIN OAKS
SUBDIVISION, PART 3; AND OTHER MATTERS
GERMANE THERETO

be and the same is hereby amended to read as follows:

# MOCK 164 EVEL 420

"SECTION 1: That, subject to the limitations and reservations hereinafter contained, the following described part of Mattie's Drive lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

All that part of Mattie's Drive lying east of the intersection of its north line with the extension of the west line of Lot 25 in Block A of TWIN OAKS SUBDIVISION, Part 3; and all that part of Mattie's Drive lying north of the intersection of its west line with the extension of the south line of Lot 10, in Block E, of TWIN OAKS SUBDIVISION, Part 3, all as shown on and according to the map or plat of said subdivision which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 4 at page 49 (now being Cabinet Slide or map A-126), reference to which is hereby made in aid and as a part of this description.

be and the same is hereby closed, vacated and annulled as a municipal street of the City of Canton, Mississippi, under and as provided by Section 21-37-7 of the Mississippi Code of 1972."

Section 2: That in all other respects, the terms, provisions, limitations and reservations contained in said ordinance adopted on September 6, 1977, shall be and remain in full force and effect, including but not limited or otherwise restricted to the rights of way and easements reserved to the City of Canton, Mississippi under Section 2 thereof.

Section 3: That all of the findings, adjudications and determinations made and contained in said ordinance adopted on September 6, 1977, be and the same are hereby ratified, confirmed and approved.

Section 4: This ordinance shall take effect and be in force from and after its passage.

ORDAINED, ADOPTED AND APPROVED on the 21st day of August, 1979.

APPROVED:

(SEAL)

BY: s/Sidney Run	inels
------------------	-------

ATTEST:

s/Wanda A. Baldwin City Clerk

....

and the foregoing ordinance having been first reduced to writing, was read, considered and approved section by section and was submitted as a whole to the Mayor and Board of Aldermen on final passage, the vote thereon being as follows:

Voting "YEA":

Aldermen Escoe, Kraft, Mosby, Nichols,

Veems and Williams

Voting ''NAY":

None

Absent or not voting:

None

Whereupon the Mayor approved the same and declared the ordinance duly passed and adopted.

### CITY CLERK'S CERTIFICATE

I, WANDA A. BALDWIN, being the duly elected, qualified and acting Clerk of the City of Canton, Mississippi, and the custodian of the minutes of the meetings of the Mayor and Board of Aldermen of said City do hereby certify that the foregoing is a true and correct copy of an ordinance which was duly passed and adopted by the Mayor and Board of Aldermen of the City of Canton, Mississippi, at a regular meeting thereof held on the Third Tuesday and 21st day of August, 1979, as the same appears of record in my office in the minutes of said meeting.

WITNESS MY HAND and official seal of office on this the \_\_\_\_\_ day of August, 1979.

STATE OF MISSISSIPPI, County of Madison:

J. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed 

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### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that we MAX R. NUNNERY and wife DOROTHY D. NUNNERY, residing at 54 Spring Creek, Westerville, Ohio 43081, do hereby constitute and appoint, RAY H. MONTGOMERY, residing at 710 West Kathy Circle, Canton, Madison County, Mississippi, our true and lawful attorney for us and in our name, place and stead, and for the specific purpose of making, executing and delivering a mortgage to First Federal Savings and Loan Association of Canton, Mississippi, for the purchase of the following described real property located in the City of Canton, Madison County, Mississippi, to-wit:

Lot Number Five (5) of Block One (1) of the Dobson-Busse Subdivision of the City of Canton, Madison County, Mississippi, as is shown by plat of said Subdivision duly of record in the Land Deed Book Number Three (3) on Page 599 in the Chancery Clerk's office of Madison County, Mississippi.

This Power of Attorney is for the specific purpose of enabling RAY H. MONTGOMERY to execute any and all instruments in connection with the purchase, by the undersigned, of the above described real property.

We, the undersigned, do hereby adopt, ratify and confirm all of the said actions of our Attorney-in-fact, RAY H.

MONTGOMERY, by virture of this specific power of attorney.

This is not a general power of attorney and is limited to the purchase of the above described real property only.

This instrument shall not be changed orally.

Witness our signatures this the 28 day of August, 1979.

Max R. Nunnery

(South X)

STATE OF MISSISSIPPI

COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named MAX R. NUNNERY and wife DOROTHY D. NUNNERY, who acknowledged that they signed and delivered the above and foregoing Power of Attorney on the day and year therein mentioned and for the purpose therein stated.

Given under my hand and official seal this the

\_day of August, 1979.

Belly V. Correr CC.

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

for record in my office this B. day of AUG 29, 1979..., 1977... Book No. 6. Y. on Page. K2. In

WARRANTY DEED

3004 164 84's 431 MIDEXED

cash in hand paid; and other good and valuable considerations as hereinafter set forth, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned ROBERT N. STOCKETT, JR., and SAM H. STOCKETT, do hereby sell, convey and warrant unto W. P. McMULLAN, JR., an undivided one-fourth (1/4th) interest in and to the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

The Northeast Quarter and the East one-half of the Northwest Quarter and the Southeast Quarter of the Southeast Quarter of Section 9; and the West Half of the Northwest Quarter and the Southwest Quarter of Section 10, all in Township 7 North, Range 1 East, Madison County, Mississippi, containing 520 acres, more or less.

The intent and purport of this deed is that the Grantee herein will be vested with an undivided one-fourth (1/4) interest and each of the Grantors will be vested with an undivided one-fourth (1/4) interest each. As of the date hereof, Richard Wayne Parker is vested with the remaining undivided one-fourth (1/4th) interest.

the homestead of the undersigned Grantors.

IT IS AGREED AND UNDERSTOOD that the Grantee herein assumes his prorata share of advalorem taxes for the year 1979.

The warranty of this conveyance is made subject to the terms, conditions, exceptions and reservations of that certain Warranty Deed dated March 30, 1979, recorded in the Office of the Chancery Clerk of Madison County in Deed Book 161 at Page 713, reference to which is hereby made.

As a part of the consideration above mentioned, the Grantee herein does hereby assume and agrees to pay as and when due, his proportionate share (being an undivided one-fourth (1/4th) interest) of that certain indebtedness evidence by a note and deed of trust in favor of First National Bank of Jackson, Mississippi, and

being of record in Deed of Trust Book 461 reference to which is hereby made, together with all obligations and conditions incident thereupon. WITNESS OUR SIGNATURES, this the 27 day of , 1979. STATE OF MISSISSIPPI COUNTY OF HINDS PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ROBERT N. STOCKETT, JR., AND SAM H. STOCKETT, who acknowledged that they signed and delivered the above and foregoing warranty deed on the day and for the purposes therein stated. WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this 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 2.8 day of ... Aug. 19.79., al. ... 5.5 clock ... M., and was duly recorded on the ... day of ... Aug. 2.901979 ... Book No. / 6.4. on Page 4.3 /in my office. 

WARANTY DEED

3004 164 PAGE 433 MIDEXED

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 ROBERT N. STOCKETT, JR., SAM H. STOCKETT, RICHARD WAYNE PARKER and W. P. McMULLAN, JR., do hereby sell, convey and warrant unto JAMES DANIEL HARDY, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

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

Commencing at a concrete monument marking the common corner of Sections 9, 10, 15 and 16, Township 7 North, Range 1 East, run thence South 89 degrees 38 minutes West and along the line between said Sections 9 and 16 for a distance of 1,311.75 feet; thence leaving the said section line, run North 00 degrees 04 minutes East for a distance of 1,320.01 feet; run thence North 89 degrees 38 minutes East for a distance of 1,309.70 feet to a point on the line between said Section 9 and 10; run thence North 00 degrees 01 minutes West and along the said section line for a distance of 1,320.0 feet; thence leaving the said section line, run South 89 degrees 38 minutes West for a distance of 3,905.86 feet to the POINT OF BEGINNING of the parcel of land herein described; run thence North 00 degrees 07 minutes West for a distance of 2,740.61 feet to a point on the line between Section 4 and said Section 9; run thence North 89 degrees 38 minutes East and along the said section line for a distance of 1,303.52 feet; thence leaving the said section line, run south 00 degrees 05 minutes 02 seconds East for a distance of 2,740.62 feet; run thence South 89 degrees 38 minutes West for a distance of 1,301.95 feet to the POINT OF BEGINNING, containing 81.96 acres.

The above described property constitutes no part of the homestead of the undersigned Grantors.

IT IS AGREED AND UNDERSTOOD that advalorem taxes for the year 1979 have not been determined as of this date and the Grantee herein agrees to pay to the Grantors herein, his prorata share of said taxes when an actual proration has been determined.

There is excepted from the warranty herein contained that part of the above described and conveyed property lying outside of the perimeter of the fences running along the North, West and South lines of said property, said fences being as shown on the plat of survey of Reynolds Engineering, Inc., dated May 1,,1979 and revised August 1, 1979 as to the above described and conveyed property, reference to which is hereby made.

No minerals are hereby conveyed, the same having been reserved by predecessors in title; and hence, are excepted from the warranty herein contained.

WITNESS OUR SIGNATURES, this the 27th day of

, 1979.

STATE OF MISSISSIPPI

COUNTY OF HINDS

· PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ROBERT N STOCKETT, JR., SAM H. STOCKETT, RICHARD WAYNE PARKER and W. P. McMULLAN, JR., who acknowledged that they signed and delivered the above and foregoing warranty deed on the day and for the purposes therein stated.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this , 1979.

NOTARY PUBLIC

My Commission Expires:

mission Expires March 16, 1983

STATE OF MISSISSIPPE County of Madison:

1, Alliy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed ....., 19...... Book No. / 6. Y. on Page / J. Jin 

By n. Wright D.C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, ELVINE BROWN, a single person, do hereby sell, convey and warrant unto JACKSON VAUGHN and LUETISH DONELSON, as joint tenants with the right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land lying and being situated in the SE% of NE% of Section 15, Township 7 North, Range 1 East, Madison County, Mississippi, more particularly described as:

Commencing at the Southeast corner of the SE% of NE% of said Section 15 and run thence West 330 feet, thence North 150.1 feet to the point of beginning of the property herein conveyed, and from said point of beginning run thence South 80 W 287 feet; thence North 151.8 feet; thence North 89 E 287 feet; thence South 151.8 feet to the point of beginning, containing one (1) acre, more or less. LESS AND EXCEPT therefrom all oil, gas and other minerals therefrom.

The warranty contained herein is made subject to the following:

- Ad valorem taxes for the year 1979 which are to be paid by the Grantees herein.
- Zoning and sub-division regulation ordinance of Madison County, Mississippi.

WITNESS my signature on this the 28th day of August, 1979.

Elvine Brown

STATE OF MISSISSIPPI COUNTY OF MADISON

This day personally appeared before me, the undersigned

authority in and for the aforesaid jurisdiction, the within named ELVINE BROWN who acknowledged that she 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 A day of August, 1979.

(SÉAL)

Public Lail

My commission expires:

STATE OF MISSISSIPPI, County of Madison: L. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 2.0. day of AUG 2.9 1979 19. Book No. 6. Con Page. In my office.

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

By ... I ... Book No. 6. Son Page. BILLY V. COOPER, Clerk BILLY V. COOPER, Clerk
By 1 W M L

MOOK 164 PAGE 437 1005

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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 which is hereby acknowledged, I, KATHRYN CARTER, do hereby convey and warrant unto BESSIE THOMAS, the following described property situated in Canton, Madison County, Mississippi, to-wit:

A lot in the City of Canton, Mississippi described as beginning on the east side of Hickory Street at a point about 64 feet north of West Center Street and run thence north 34.5 feet, more or less, and thence east 80 feet, more or less, and thence south 34.5 feet, more or less, thence west to the point of beginning.

Grantee agrees to pay the 1979 ad valorem taxes.

Grantor is a single woman

WITNESS MY SIGNATURE, this 23 day of August, 1979.

Lathryn Carter

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for said county and state the within named KATHRYN CARTER, who acknowledged to me that she executed and delivered the foregoing instrument as her voluntary act and deed upon the date therein written.

WITNESS MY SIGNATURE, and seal of office, this 23 day of Quequest 1979.

Lucie B & Bellest

(SEAL)

MY COMMISSION EXPIRES: 5-4-81

#### WARRANTY DEED

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 which is hereby acknowledged, I, KATHRYN CARTER, do hereby convey and warrant unto BESSIE THOMAS the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lots 20-21-22 and 23 of Block "D", situated in Pear Orchard Subdivision in the City of Canton, Madison County, Mississippi, as shown by plat of the same now on file in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 2 Page 7. reference to said plat being made in aid of and as a part of this description.

Grantee agrees to pay the 1979 ad valorem taxes.

Grantor herein is a single woman.

WITNESS MY SIGNATURE, this 23 day of August, 1979.

Sathryn Carter

MISSISSIPPI STATE OF/INVIS

COUNTY OF COOK KADISON

PERSONALLY appeared before me, the undersigned authority in and for said county and state the within named KATHRYN CARTER, who acknowledged to me that she executed and delivered the foregoing instrument as her voluntary act and deed upon the date therein written.

WITNESS MY SIGNATURE and seal of office, this 23 day of

August, 1979.

LNOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES: 5-4-8/

STATE OF MISSISSIPP), County of Madison:

1, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this day of Muse of 1977, at 1975, o'clock. M., and was duly recorded on the day of AUG 2 9 1979.

Witness my hand and seal of office, this the of AUG 2 9 1979

BILLY V. COOPER Clerk

By D. L. Cooper Clerk

By D. L. Cooper Clerk

3,

5019

FOR AND IN CONSIDERATION of the sum of Ten
Dollars (\$10.00), to her, cash in hand paid, receipt
and sufficiency of which is hereby acknowledged,

GERTRUDE DRANE and GEORGE W. DRANE, her husband, does by these presents remise, release and forever quit-claim unto Grantee, GENEVA MEEKS WASHINGTON, all that certain parcel of land situate, lying and being in the County of Madison, State of Mississippi, described more particularly, as follows, to-wit:

#### PARCEL NO. ONE

The E 1/2 of that land described as: W 1/2 of E 1/2 of S.W. 1/4 of Section 19, Township 12 North, Range 4 East, Madison County, Mississippi, less and except therefrom six acres off the north end thereof; and

#### PARCEL NO. TWO

S. E. 1/4 of S. E. 1/4 of Section 20, less 32.5 acres off the west side thereof; and E 1/2 of S. W. 1/4 less 30 acres off the north end thereof and S. W. 1/4 of S. W. 1/4 of Section 21;

All of both parcels being in Township 12 North, Range 4 East, Madison County, Mississippi;

the same as described in a certain Deed of record in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 61, Page 487; and

# PARCEL NO. THREE

The E 1/2, Section 19, Township 12 North, Range 4 East, Madison County, Mississippi, less and except therefrom six acres off the north end thereof;

the same as described in a certain Deed of record in

the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 11, Page 317, to have and to hold all the said premises unto Grantee, GENEVA MEEKS WASHING-TON, and to her heirs and assigns forever.

IN WITNESS WHEREOF, this the 18th day of func. 1979.

Large W. Drone

STATE OF Men Manero COUNTY OF Valencia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, the within named <u>Jacksuds</u>. <u>Drens</u> who acknowledged that he/she signed and delivered the foregoing instrument on the day and year therein mentioned for the purposes therein as his/her voluntary act and deed.

\* Sherdl Fronk

SWORN AND SUBSCRIBED BEFORE ME this the 184 day of fune, 1979.

STATE OF New Maries COUNTY OF Valences

PERSONALLY APPEARED BEFORE ME, the undersigned authority, the within named <u>Floorge W. Drane</u> who acknowledged that he/she signed and delivered the foregoing instrument on the day and year therein mentioned for the purposes therein as his/her voluntary act and deed.

· Ldwig in D

SWORN AND SUBSCRIBED BEFORE ME this the 18th day \_\_, 1979.

Cómmission Expires:

Prepared By:
Richard Barrett, Attorney
200 E. Pascagoula St., #465
Jackson, Mississippi 39201
969-5700

STATE OF MISSISSIPPI, County of Madison:

# MON 164 PAGE 442 QUIT-CLAIM DEED

TEDEXED

5020

FOR AND IN CONSIDERATION of the sum of Ten

Dollars (\$10.00), to her, cash in hand paid, receipt

and sufficiency of which is hereby acknowledged,

MARY E. WASHINGTON and HUBERT A. WASHINGTON, her husband,

does by these presents remise, release and forever quit-claim unto Grantee, GENEVA MEEKS WASHINGTON, all that certain parcel of land situate, lying and being in the County of Madison, State of Mississippi, described more particularly, as follows, to-wit:

# PARCEL NO. ONE

The E 1/2 of that land described as: W 1/2 of E 1/2 of S.W. 1/4 of Section 19, Township 12 North, Range 4 East, Madison County, Mississippi, less and except therefrom six acres off the north end thereof; and

#### PARCEL NO. TWO

St. E. 1/4 of S. E. 1/4 of Section 20, less 32.5 acres off the west side thereof; and E 1/2 of S. W. 1/4 less 30 acres off the north end thereof and S. W. 1/4 of S. W. 1/4 of Section 21;

All of both parcels being in Township 12 North, Range 4 East, Madison County, Mississippi;

the same as described in a certain Deed of record in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 61, Page 487; and

#### PARCEL NO. THREE

The E 1/2, Section 19, Township 12 North, Range 4 East, Madison County, Mississippi, less and except therefrom six acres off the north end thereof;

the same as described in a certain Deed of record in

the office of the Chancery Clerk of Madison County, Mississippf in Deed Book 11, Page 317, to have and to hold. all the said premises unto Grantee, GENEVA MEEKS WASHING-TON, and to her heirs and assigns forever.

IN WITNESS WHEREOF, this the 2210 day of June 1979.

Apolet A. Mashinga

STATE OF Misseuri

PERSONALLY APPEARED BEFORE ME, the undersigned authority, the within named MARY E WAShing Ton who acknowledged that he/she signed and delivered the foregoing instrument on the day and year therein mentioned for the purposes therein as his/her voluntary act and deed.

Frang & Washington

SWORN AND SUBSCRIBED BEFORE ME this the 2000 day

Jan Wunkelich NOTARY PUBLIC

ommission Expires:

MA. CONWISSION EXPIRES 8/3/1887

STATE OF Minoui	:	
COUNTY OF Stages	:	ss.

PERSONALLY APPEARED BEFORE ME, the undersigned authority, the within named HUBERT A WASHINGTON. who acknowledged that he/she signed and delivered the foregoing instrument on the day and year therein mentioned for the purposes therein as his/her voluntary act and deed.

- Shepert A. Water

En Weederlich

SWORN AND SUBSCRIBED BEFORE ME this the 2224 day

NOTARY PUBLIC

, 1979.

Commission Expires:

KEN VIULIDERLICH LAY COMMISSION EXPIRES 8/3/1981

Richard Barrett, Attorney 200 E. Pascagoula St., #465 Jackson, Mississippi 39201 969-5700----

STATE OF MISSISSIPPT, County of Madison-my office. , AUG-2 9 1979 ... 19 BILLY V. GOOPER, Clerk

5021

FOR AND IN CONSIDERATION of the sum of Ten

Dollars (\$10.00), to her, cash in hand paid, receipt

and sufficiency of which is hereby acknowledged,

SARAH LEE NAYLOR and SAMMY NAYLOR, her husband,

And the state of the state of

does by these presents remise, release and forever quit-claim unto Grantee, GENEVA MEEKS WASHINGTON, all that certain parcel of land situate, lying and being in the County of Madison, State of Mississippi, described more particularly, as follows, to-wit:

#### PARCEL NO. ONE .

The E 1/2 of that land described as: W 1/2 of E 1/2 of S.W. 1/4 of Section 19, Township 12 North, Range 4 East, Madison County, Mississippi, less and except therefrom six acres off the north end thereof; and

## PARCEL NO. TWO

S. E. 1/4 of S. E. 1/4 of Section 20, less 32.5 acres off the west side thereof; and E 1/2 of S. W. 1/4 less 30 acres off the north end thereof and S. W. 1/4 of S. W. 1/4 of Section 21;

All of both parcels being in Township 12 North, Range 4 East, Madison County, Mississippi;

the same as described in a certain Deed of record in the office of the Chancery Clerk of Madison County, Mis-'sissippi in Deed Book 61, Page 487; and

#### PARCEL NO. THREE

The E 1/2, Section 19, Township 12 North, Range 4 East, Madison County, Mississippi, less and except therefrom six acres off the north end thereof;

the same as described in a certain Deed of record in

the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 11, Page 317, to have and to hold all the said premises unto Grantee, GENEVA MEEKS WASHING-TON, and to her heirs and assigns forever.

IN WITNESS WHEREOF, this the 32rd day of June; , 1979.

Darch Su Noylor his Summy Maylor Xmil.

Ss.:

COUNTY OF Mades

PERSONALLY APPEARED BEFORE ME, the undersigned authority, the within named Sarah Lee Naylow who acknowledged that he/she signed and delivered the foregoing instrument on the day and year therein mentioned for the purposes therein as his/her voluntary act and deed.

Dard Lee Noylor

SWORN AND SUBSCRIBED BEFORE ME this the 22 day

I been M. Danmack

NOTARY PUBLIC

STATE OF $m_{\iota}$		:	
COUNTY OF On	adison	:	ss.:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, the within named Summy Taylar who acknowledged that he/she signed and delivered the foregoing instrument on the day and year therein mentioned for the purposes therein as his/her voluntary act and deed.

Witness your Holly

Sammy Naylor your

SWORN AND SUBSCRIBED BEFORE ME this the 29 day

NOTARY PUBLIC

My Commission Expires:

My Commission Expires Dec. 16, 1980

STATE OF MISSISSIPPI, County of Madison:

Prepared By: Richard Barrett, Attorney 200 E. Pascagoula St., #465 Jackson, Mississippi 39201 969-5700

5018

#### QUIT-CLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten

Dollars (\$10.00), to her, cash in hand paid, receipt

and sufficiency of which is hereby acknowledged,

CASEY MEEKS, JR. and ROSIE LEE MEEKS, His Wife,

does by these presents remise, release and forever

quit-claim unto Grantee, GENEVA MEEKS WASHINGTON, all

that certain parcel of land situate, lying and being
in the County of Madison; State of Mississippi, des
cribed more particularly, as follows, to-wit:

#### PARCEL NO. ONE .

The E 1/2 of that land described as: W 1/2 of E 1/2 of S.W. 1/4 of Section 19, Township 12 North, Range 4 East, Madison County, Mississippi, less and except therefrom six acres off the north end thereof; and

#### PARCEL NO. TWO

S. E. 1/4 of S. E. 1/4 of Section 20, less 32.5 acres off the west side thereof; and E 1/2 of S. W. 1/4 less 30 acres off the north end thereof and S. W. 1/4 of S. W. 1/4 of Section 21;

All of both parcels being in Township 12 North, Range 4 East, Madison County, Mississippi;

the same as described in a certain Deed of record in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 61, Page 487; and

#### PARCEL NO. THREE

The E 1/2, Section 19, Township 12 North, Range 4 East, Madison County, Mississippi, less and except therefrom six acres off the north end thereof;

the same as described in a certain Deed of record in

the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 11, Page 317, to have and to hold # all the said premises unto Grantee, GENEVA MEEKS WASHINGTON, and to her heirs and assigns forever.

IN WITNESS WHEREOF, this the 5th day of July,

cools meet by

Bosin la meeter

STATE OF Missisppi : ss.:

authority, the within named Carry Meefer of the Meefer who acknowledged that helphe signed and delivered the foregoing instrument on the day and year therein mentioned for the purposes therein as his/her voluntary act and deed.

SWORN AND SUBSCRIBED BEFORE ME this the 9th day

of July 1, 1979.

NOTARY PUBLIC

My Commission Expires:

1-1-28

Prepared By: Richard Barrett, Attorney 200 E. Pascagoula St., #465 Jackson, Mississippi 39201 969-5700

BILLY V. COOPER, Clerk

By D. Willey J. D. C.

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# 164 MGE 450

QUIT-CLAIM DEED

TEDEXE

5022

FOR AND IN CONSIDERATION of the sum of Ten
Dollars (\$10.00), to her, cash in hand paid, receipt
and sufficiency of which is hereby acknowledged,
LEE PORTER MEEKS and KATHERINE MEEKS, his wife,

does by these presents remise, release and forever quit-claim unto Grantee, GENEVA MEEKS WASHINGTON, all that certain parcel of land situate, lying and being in the County of Madison, State of Mississippi, described more particularly, as follows, to-wit:

#### PARCEL NO. ONE .

The E 1/2 of that land described as: W 1/2 of E 1/2 of S.W. 1/4 of Section 19, Township 12 North, Range 4 East, Madison County, Mississippi, less and except therefrom six acres off the north end thereof; and

#### PARCEL NO. TWO

S. E. 1/4 of S. E. 1/4 of Section 20, less 32.5 acres off the west side thereof; and E 1/2 of S. W. 1/4 less 30 acres off the north end thereof and S. W. 1/4 of S. W. 1/4 of Section 21;

All of both parcels being in Township 12 North, Range 4 East, Madison County, Mississippi;

the same as described in a certain Deed of record in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 61, Page 487; and

#### PARCEL NO. THREE

The E 1/2, Section 19, Township 12 North, Range 4 East, Madison County, Mississippi, less and except therefrom six acres off the north end thereof;

the same as described in a certain Deed of record in

the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 11, Page 317, to have and to hold all the said premises unto Grantee, GENEVA MEEKS WASHING-TON, and to her heirs and assigns forever.

IN WITNESS WHEREOF, this the 20th day of June, 1979.

Les Parta Maker. Katherine, mees

COUNTY OF BONACOUR

PERSONALLY APPEARED BEFORE ME, the undersigned authority, the within named LEE P. MEEKS AND KATHERINE MEEKS. who acknowledged that he/she signed and delivered the foregoing instrument on the day and year therein mentioned for the purposes therein as his/her voluntary act and deed.

SWORN AND SUBSCRIBED BEFORE ME this the 20th day <u>June</u>, 1979.

PUBLIC My Commission Expires:

Cor urc

Richard Barrett, Attorney 200 E. Pascagoula St., #465 Jackson, Mississippi 39201 969-5700 STATE-OF-MISSISSIPPI, County of Madison: Richard Barrett

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

5025

BOOK 492 PAGE 209

IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI.



PETE McGEE, Charcon Clerk

ESTATE OF J. W. HARDING, SR., DECEASED

No. 101,495

DECREE WAIVING FIRST AND FINAL ACCOUNTING
AND DISCHARGING EXECUTOR

This day this cause came on to be heard on the sworn Petition of J. W. Harding, Jr., Executor of the Estate of J. W. Harding, Sr., joined by Mrs. Ivy Hicks Harding and Mrs. Clara Frances Dent Harding, petitioning this Court to waive the First and Final Accounting, for approval of the final distribution of the assets of this Estate and for final discharge of the Executor after such distribution has been made, and the Court having heard and considered said Petition, is of the opinion that the prayer contained therein should be granted.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that, the First and Final Accounting of J. W. Harding, Jr., Executor of the Estate of J. W. Harding, Sr., be and the same is hereby waived.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Executor be authorized to pay all accrued court costs and any other incidental expenses of administration; to pay to his attorneys, Dossett, Magruder and Montgomery, for services rendered to the Executor in connection with this estate, the sum of One Thousand Eight Hundred Dollars (\$1,800.00) and to pay to his accountant, Milton F. Sparrow, CPA, for services

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rendered to the Executor in connection with this estate, the sum of Seven Hundred Fifty Dollars (\$750.00).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Executor be authorized, after the payment of administration expenses, attorneys' fee and accountant's fee to distribute to J. W. Harding, Jr. all of the assets of this Estate other than the assets previously distributed by the Executor as set forth in the Petition herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that when the Executor has distributed the assets of this Estate as herein provided for and that when all expenses of administration have been paid, the Executor shall be finally discharged in the premises without the entry of any other order or further orders or decrees in this cause:

ORDERED, ADJUDGED AND DECREED, this the 16 day of day of

GRANCELLOR

	<del></del>
STATE OF MISSISSIPPI	1 TO 10 P. A. 100 W.
HINDS COUNTY -	FIRST DISTRICT
I, PETE McGEE, Clerk of the Ch.	ancery Court In and for the
above mentioned County and State do her	reby certify that the foregoing
-C - in a stress and cottect	copy as appears on record in
my office in MY XHE Book 49	2 Page (381.03,10
Given under my hand and official see	
day of Clues ust	79
PETE MeGER.	CHANCERY CLERK
T.	Slavel State
Y . T. S.	D.C.
2 1/2 1/2 10 2 1 2	

aodx -164 PAGE 454

IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT OF HINDS COUNTY, MISSISSIPPI

ESTATE OF J. W. HARDING, SR.,

DECEASED

NO. 101,495

PNOV 16 1977 D

PETITION TO WAIVE FIRST AND FINAL ACCOUNTING AND TO DISCHARGE EXECUTOR

PETE McGEE, Chancery Clark

By March 1900

I. W. Harding, Sr., deceased, and respectfully petitions

this Court to waive the First and Final Accounting and for approval of the final distribution of assets of this estate and for final discharge of the Executor after such distribution has been made and in support thereof would show unto the Court the following, to wit:

I.

J. W. Harding, Sr. died testate on August 28, 1976. At the time of his death, said decedent had a fixed place of residence in and was an adult resident citizen of Jackson, First Judicial District of Hinds County, Mississippi.

II. .

Petitioner, J. W. Harding, Jr., is the son of said decedent, and is the Executor of the Estate of J. W. Harding, Sr., deceased, having been so appointed by decree of this Court dated September 20, 1976, and Letters Testamentary having been issued by the clerk of this Court on the same date.

# BOÜK 164 PAGE 455

In accordance with law, Notice to Creditors was published in <a href="The Jackson Daily News">The Jackson Daily News</a>, a newspaper published in Hinds County, Mississippi on September 23, 30 and October 7, 1976. The time within which claims might be probated against the estate of said decedent has expired.

IV.

All probated claims of creditors have been paid in full and otherwise satisfied, and there remain outstanding no unpaid claims against this estate except the attorney's fee, accountant's fee and court costs. These remaining unpaid items will be paid promptly after the closing of the estate. The Executor has specifically waived any fee for serving as such. Estate tax returns have been filed with the State Tax Commission for the State of Mississippi and the Internal Revenue Service for the United States of America, and closing letters from both agencies have been received.

٧,

Petitioner, J. W. Harding, Jr. has completed the administration of the estate, and the estate should now be closed with final distribution of the assets hereof to be made to the heirs of J. W. Harding, Sr., deceased.

The Will of J. W. Harding, Sr. bequeathed the sum of \$25,000 in cash and 832 shares of the capital stock of The Texas Company (Texaco, Inc.) to Ivy Hicks Harding, spouse of the said decedent. The Executor has so conveyed these assets and a Receipt executed by Ivy Hicks Harding is filed with this Petition.

The Will further bequeathed 832 shares of the capital stock of The Texas Company (Texaco, Inc.) to Clara Frances

# 164 PACE 454

Dent'Harding, daughter-in-law of the decedent. The Executor has so conveyed these assets and a Receipt executed by Clara Frances Dent Harding is filed with this Petition.

The Will provided that the residue of the estate is to go to J. W. Harding, Jr., and all assets should now be distributed to him.

VI.

The decedent left surviving him his wife, Ivy Hicks Harding. The said Ivy Hicks Harding, an adult, resides at 513 East Fortification Street, Jackson, Hinds County, Mississippi and his son, J. W. Harding, Jr., an adult, who resides at 1204 Monroe Street, Jackson, Mississippi.

The only other legatees or devisees of the decedent's estate was his daughter-in-law, Clara Frances Dent Harding, who is above the age of twenty-one (21) years and is not of unsound mind or the convict of a felony. She resides at 1204 Monroe Street, Jackson, Mississippi.

The decedent's wife and daughter-in-law have joined in this petition to indicate their approval hereof and of the relief requested.

VII.

Dossett, Magruder and Montgomery, attorneys at law, have rendered valuable services to your Petitioner in connection with this estate. Petitioner should be authorized and directed to pay his attorneys the sum of One Thousand Eight Hundred Dollars (\$1,800.00) as a reasonable attorney's fee in complete satisfaction of services rendered to this estate.

# adák 164 PAGE 457

vIII.

Milton F. Sparrow, CPA, has rendered valuable services to your Petitioner in connection with this estate. Petitioner should be authorized and directed to pay to his accountant the sum of Seven Hundred Fifty Dollars (\$750.00) as a reasonable fee in complete satisfaction of services rendered to this estate.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that 'the First and Final Accounting of J. W. Harding, Jr., Executor of the Estate of J. W. Harding, Sr., be waived.

Petitioner further prays that he be authorized to pay all accrued court costs and any other unpaid incidental expenses of administration; and that this Court approve a fee in the amount of One Thousand Eight Hundred Dollars (\$1,800.00) to be paid to Dossett, Magruder and Montgomery as the attorneys of your Petitioner for their services rendered to the petitioner; and that this Court approve a fee in the amount of Seven Hundred Fifty Dollars (\$750.00) to be paid to Milton F. Sparrow, CPA, as the accountant of your Petitioner for his services rendered to the Petitioner.

Petitioner further prays that he be authorized, after the payment of administration expenses, the attorney's fee, and the accountant's fee, to distribute all the remaining assets of this estate to J. W. Harding Jr.

Petitioner further prays that when final court costs, incidental administration expenses, attorney's fees, and accountant's fees have been paid, J. W. Harding, Jr., Executor of the Estate of J. W. Harding, Sr., deceased shall stand finally discharged in the premises without the entry of any other or further orders or decrees in this cause.

# 100x 164 PAGE 458

Petitioner further prays for such other relief, either general or specific, to which he might be entitled in the premises.

· 100

A. W. Harding, Jr.

Executor of the Estate of J. W. Harding, Sr., Deceased

Ivy Hicks Harding

Clara Frances Dent Harding

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named J. W. Harding, Jr., being first duly sworn, by me, stated on his oath that he executed the above and foregoing petition and that the matters and things contained therein are true and correct as therein stated.

W. Harding, Jr.

SWORN TO AND SUBSCRIBED BEFORE ME, this the  $\frac{1}{2}$  day

of Mountain, 1977.

commission expires:

-5-

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Ivy Hicks Harding, being first duly sworn, by me, stated on her oath that she executed the above and foregoing petition and that the matters and things contained therein are true and correct as therein stated.

In the ke Herding

My commission expires:

Orline U. M. (1)

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Clara Frances Dent Harding being first duly sworn, by me, stated on her oath that she executed the above and foregoing petition and that the matters and things contained therein are true and correct as therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME, this the triffer day

of /// 1977. The last the triffer day

Notary Public You

Notary Publi

STATE OF MISSISSIPPI
HINDS COUNTY
I, PETE McGEE, Clerk of the Chancery Court In and for the above mentioned County and State do hereby certify that the foregoing is a true and correct copy as appears on record in my office in Control Production of the Chancery Court In and for the Control Production of the Chancery Court In and for the Control Production of the Chancery Court In and for the Chancery Court In and for the Control Production of the Chancery Court In and for the Chancery Court In and

STATE OF MISSISSIPPI, Coonty of Madison:

BILLY V. COPPER Clerk

\_\_\_\_

5026

See the property of the see that

BOOK 53 PAGE 45
LAST WILL AND TESTAMENT

J. W. HARDING, SR.



I, J. W. Harding, Sr., a resident of the City of Jackson, in the First Judicial District of Hinds County, Mississippi, being over the age of twenty-one years, of sound and disposing mind and memory, and ever mindful of the uncertainty of this life and the certainty of death, and being desirous of adjusting my worldly affairs while in health, do hereby make, ordain, declare and publish this, my Last Will and Testament, hereby revoking all former wills and codicils thereto heretofore by me made.

I have heretofore given my wife, Ivy Hicks Harding,

a gift of Sixteen Thousand Dollars (\$16,000.00) which is
now in the First National Bank of Jackson; and, desiring
that she be adequately provided for during the remainder of her life,
I do now give and bequeath unto my said wife, Ivy Hicks Harding, the
sum of Twenty-Five Thousand Dollars (\$25,000.00) in cash and eight
hundred thirty-two (832) shares of the capital stock of The Texas

Company.

I also give and bequeath to my said wife all kitchen and household furniture and furnishings situated in our apartment. I have already designated my wife as the lawful beneficiary of a policy of insurance upon my life in the principal sum of Ten Thousand Dollars (\$10,000:00), and heretofore issued by the Penn Mutual Life Insurance Company, and designated as Policy No. 1565204, and I do hereby give and bequeath said insurance to my wife.

It is my intent and I make the foregoing requests on condition that such bequests qualify as a marital deduction for estate

PAGE ONE OF MY WILL	
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# BOOK 164 PAGE 461

about 53 pale 46

tax purposes. Should one or more of the foregoing bequests not qualify as a marital deduction for estate tax purposes, then such bequest or bequests shall lapse, and I do hereby give and bequeath unto my said wife, Ivy Hicks Harding, from the residue of my estate, such personal property as equals in value to said lapsed bequest or bequests and which qualifies toward the marital deduction for Federal estate purposes.

I give and bequeath unto Clara Frances Dent Harding,

Wife of my son, J. W. Harding, Jr., eight hundred
thirty-two (832) shares of the capital stock of The Texas

Company.

All of the balance, remainder and residue of my estate,
ITEM III real or personal, I give, devise and bequeath unto my
said son, J. W. Harding, Jr.

I hereby designate and appoint as Executor of this, my

ITEM IV Last Will and Testament, and of my estate, my said son,

J. W. Harding, Jr., and of whom no bond or security

shall be required, nor shall he be required to make any accounting to any court.

My said Executor is directed to pay any and all inheritance

ITEM V or estate taxes, either to the State of Mississippi or the

Federal Government, if any, in connection with the

administration of my estate, and any such payment, or payments, of

course, to be made from my estate.

IN WITNESS WHEREOF, I have caused this, my Last
Will and Testament, consisting of three (3) pages, including this page
and the succeeding page, which contains the attestation of witnesses,
and identified by my signature at the bottom of each page, and have

PAGE TWO OF MY WILL	
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: 800K 164 PAGE 462

BOOK 53 PAGE 47

written and declared and do hereby declare and publish this as my

Last Will and Testament in the presence of the subscribing witnesses
hereto, and each of whom I have specially requested to witness my
execution of this instrument in my presence and in the presence of
each other, and all this done at Jackson, Mississippi, on the
day of November, 1971.

J. W. HARDING, SR.-

WITNESSES:

Jacks Dances Da. 1424 Northonis Da. Missis upper Jacks of Missis upper 1932 Cherakee. Dr.

Jachern, This

#### ATTESTATION

We, the undersigned, hereby certify that on this day of November, 1971, at the special instance and request of J. W. Harding, Sr., whom each of us personally know, we witnessed his execution of his foregoing Last Will and Testament, and he, in our presence, having first signed, published and declared said instrument as his Last Will and Testament, and we and each of us in his presence and in the presence of each other, and at his special instance and request having subscribed our names as attesting witnesses thereto; and we furthermore certify that at said time the said Testator was of sound and disposing mind and memory and of legal age.

Jelm S. Larius Jell Ming.

PAGE THREE OF MY WILL

# BOOK 164 PAGE 463

BOOK 53 PAGE 48

IN THE CHANCERY COURT

OF THE FIRST JUDICIAL DISTRICT OF

HINDS COUNTY, MISSISSIPPI

ESTATE OF J. W. HARDING, SR., . DECEASED

NO. 101, 495

## AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF LOUISIANA
PARISH OF Caddo

This date personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named JOHN S. LANIUS, who being by me first duly sworn according to law, says on oath:

- (1) That this affiant is one of the subscribing witnesses to an instrument of writing purporting to be the Last Will and Testament of J. W. Harding, Sr., deceased, who was personally known to the affiant, and whose signature is affixed to said Last Will and Testament, which Last Will and Testament is dated the \_\_\_\_\_\_ day of November, 1971.
- (2) On that certain day in November, 1971, the said J. W. Harding, Sr. signed, published and declared said instrument of writing as his Last Will and Testament, in the presence of this affiant and in the presence of JEROME H. MIZE, the other subscribing witness to said instrument.
- (3) That the said J. W. Harding, Sr. was then and there of sound and disposing mind and memory, and well above the age of twenty-one (21) years.

# biodx 164 page 464 53 page 49

800K

(4) That this affiant, together with JEROME H. MIZE, subscribed and attested said instrument as witnesses to the signature and publication thereof, at the special instance and request, and in the presence of said J. W. Harding, Sr., and in the presence of each other.

John S. Lanius

SWORN TO AND SUBSCRIBED before me, this the /3 day of September, 1976.

My commission expires: APRILATATE GREATON
Motor of the Control For Life
Motor of the Control For Life
Motor of the Control For Life

# 800X 53 MAGE 50

IN THE CHANCERY COURT
OF THE FIRST JUDICIAL DISTRICT OF
HINDS COUNTY, MISSISSIPPI

ESTATE OF J. W. HARDING, SR., DECEASED

NO. 101,495

#### AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF ALABAMA COUNTY OF JUINERSON

This date personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named JEROME H. MIZE, who being by me first duly sworn according to law, says on oath:

- (1) That this affiant is one of the subscribing witnesses to an instrument of writing purporting to be the Last Will and Testament of J. W. Harding, Sr., deceased, who was personally known to the affiant, and whose signature is affixed to said Last Will and Testament, which Last Will and Testament is dated the \_\_\_\_\_ day of November, 1971.
- (2) On that certain day in November, 1971, the said J. W. Harding, Sr. signed, published and declared said instrument of writing as his Last Will and Testament, in the presence of this affiant and in the presence of JOHN S. LANIUS, the other subscribing witness to said instrument.
- (3) That the said J. W. Harding, Sr. was then and there of sound and disposing mind and memory, and well above the age of twenty-one (21) years.

# adok 164 PAGE 466

53 PAGE 51

(4) That this affiant, together with JOHN S. LANIUS, subscribed and attested said instrument as witnesses to the signature and publication thereof, at the special instance and request, and in the presence of said J. W. Harding, Sr., and in the presence of each other.

SWORN TO AND SUBSCRIBED before me, this the 1324 day of September, 1976.

STATE OF MISSISSIPPI HINDS COUNTY FIRST DISTRICT
I. PETE McGEE, Clork of the Chancery Court In and for the nonve mentioned County and State do hereby certify that the foregoing is a true and correct copy as appears on record in Pago 45- SI my office in minink. Book 53 Given under my hand and official soal of office this the 28 Charist 19 79 ... PETE McGEE, CHANCERY CLERK

STATE OF MISSISSIPPI, County of Madison:

seal c By M. Wight D.C.

TRIDEXED

5030

· WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, HAROLD B. MOBLEY and wife, BONNIE G. MOBLEY, do hereby sell, convey and warrant unto WALTER M. BROCK, JR. and wife, SALLY A BROCK, as joint tenants with full rights of survivorship and not as tenants in common. the following described land and property situated in the City of Ridgeland, County of Madison, State of Mississippi, more particularly described as follows, to-wit:

Lot 2, Apple Ridge Subdivision, a subdivision according to the plat on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 4 at Page 38.

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 OUR SIGNATURES, this the 27 day of August, 1979.

Harold B. MOBLEY

BONNE G. MOBLEY

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MODE 164 PAGE 468

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned No.tary Public in and for said county, the within named, HAROLD B. MOBLEY and wife, BONNIE G. MOBLEY who acknowledged that they 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 day of August, 1979.

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

Page 2

MON 164 MOE 469

WARRANTY DEED

100EXIII 5033

the following described land and property lying and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Lot Thirteen , Treasure Cove, Part 3, a subdivision, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Slide B-33 , reference to which is hereby made in aid of and as a part of this description.

The warranty of this conveyance is subject to any protective covenants, rights of way, easements and mineral reservations which may be of record affecting the above property.

The 19 79 ad valorem taxes are to be pro rated as of the date of this conveyance.

WITNESS the signature of Treasure Cove Development Co., Ltd., this the <u>16th</u> day of <u>August</u>, 19 79.

TREASURE COVE DEVELOPMENT CO., LTD. A Mississippi Limited Partnership

Y\_20

GENERAL PARTNERS

STATE OF MISSISSIPPI COUNTY OF MINDS

Personally came and appeared before me, the undersigned

authority in and for said county and state, the within named BRINT L. JOHNSTON and GLORGE H. GREGORY, JR., who acknowledged to me that they are General Partners of Treasure Cove Development Co., Ltd., a Mississippi Limited Partnership, and that they signed and delivered the foregoing instrument of writing on the day and in the year therein mentioned, in the capacity therein stated.

Given under my hand and seal of office, this \_ day or -- Ruguet. 1979.

My commission expires: 3 -/7-8/

STATE OF MISSISSIPPI, County of Madison



5036

#### WARRANTY DEED

(\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, We, the undersigned CENTURY 21 TOM DOUGLAS, INC., a Mississippi corporation, do hereby sell, convey and warrant unto CHARLES W. BUSBY and ANN BUSBY, as joint tenants with full rights of surviorship and not as tenants in common the following described land and property located and situated in County of Madison, State of Mississippi, to-wit:

Lot 10, Sherwood Estates Subdivision, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 4, Page 47, reference to which is hereby made in aid of and as a part of this description.

A lot or parcel of land fronting 70 feet on the South side of Sherwood Drive and being all of Lot 10 of SHERWOOD ESTATES SUBDIVISION Of the City of Canton, Mississippi.

Ad valorem taxes covering the above described property for the year 1979 are to be pro-rated.

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

witness the signature of Century 21 tom Douglas, Inc., a Mississippi Corporation, by tom Douglas, its President, thereunto duly authorized, this the JU day of Organ J., CENTURY 21 TOM DOUGLAS, INCORPORATED

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority

1000

## Book 164 PAGE 472

in and for the jurisdiction aforesaid TOM DOUGLAS, who acknowledged to me that he is President of CENTURY 21 TOM DOUGLAS, INC., a Mississippi Corporation, and that for and on behalf of said corporation he signed and delivered the above and foregoing instrument on the day and year therein mentioned, he having been first duly authorized so to do.

Given under my hand and official seal of office on this, the DV day of August 1979.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

. 8-15-81

STATE OF MISSISSIPPI, County of Madison:

By ... Mught ... D.C.

Hundred Dollars (\$12,500.00) cash in hand paid, and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, and the further consideration of the grantees' assuming the outstanding indebtedness presently owing on the hereinafter described property, I, RON C. SMITH, do hereby convey, warrant and sell unto A. A. PHILLIPS and wife, GERALDINE PHILLIPS, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County; Mississippi, more particularly described as follows, to-wit:

Starting at the NW corner of the NE 1/4 of the NW 1/4 of Section 5, Township 7 North, Range 2 East, Madison County, Mississippi, and running South 404.3 feet, thence running East 108.5 feet to the POINT OF BEGINNING of the tract surveyed; from the POINT OF BEGINNING, run thence South 0 degrees 55 minutes West 250.0 feet; thence South 89 degrees 56 minutes East 545.0 feet; thence South 0 degrees 31 minutes West 393.1 feet; thence North 89 degrees 42 minutes East 225.1 feet; thence North 0 degrees 42 minutes East 225.1 feet; thence North 89 degrees 04 minutes West 200.4 feet; thence North 0 degrees 56 minutes East 81.5 feet; thence North 89 degrees 25 minutes West 280.3 feet; thence North 0 degrees 56 minutes East 325.0 feet; thence South 89 degrees 56 minutes East 500.7 feet to the POINT OF BEGINNING containing 9.13 acres, lying in the NW 1/4 of Section 5, Township 7 North, Range 2 East, Madison County, Mississippi; LESS AND EXCEPT a 20 foot by 114 foot easement.for a drive reserved by Thomas E. Webb, described by metes and bounds as follows: Beginning at the NE corner of the surveyed tract and running South 0 degrees 31 minutes West 114.0 feet; thence running North 89 degrees 56 minutes West 20 feet; thence running North 0 degrees 31 minutes East 114.0 feet; thence running South 89 degrees 56 minutes East 20 feet, to the point of beginning, containing 0.05 acre, leaving in the main tract, net, 9.08 acres.

This conveyance is subject to any and all restrictions, easements, ordinances and regulations of record, pertaining to the above described property.

Book 164 Page This conveyance is subject to ad valorem taxes for the year 1979 which are not due and payable until January of 1980, which the grantor herein agrees to pay.

The grantor herein agrees to hereby convey all his right, title and interest in and to a certain easement filed and of record in the Chancery Clerk's office of Madison County, pertaining to the above described property to the grantees.

WITNESS MY SIGNATURE, this the 294 day of August,

1979.

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named RON C. SMITH, who acknowledged that he signed and delivered the above and foregoing Assumption Warranty Deed on the day and year therein mentioned, after being first duly sworn by me.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 29 day of August, 1979.

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

By. D. Wright D.C.

# QUITCLAIM DEED 475

the receipt and sufficiency of which are hereby acknowledged,

I, MARGARET ANN HOWELL PASS, do hereby convey and quitclaim unto

J. P. SARTAIN that real estate situated in the County of Madison,

State of Mississippi, described as follows, to-wit:

All of Section 17, Township 8 North, Range 2
East, LESS AND EXCEPT the N 1/2 NE 1/4 thereof;
and E 1/2 NE 1/4 and the NE 1/4 SE 1/4 of Section
18, Township 8 North, Range 2 East; LESS AND
EXCEPT 20 acres described as beginning at a point
which is 300 feet west of the southeast corner of
the aforesaid Section 17, and from said point of
beginning run thence west along the south line of
Section 17 for 1320 feet, thence north 660 feet,
thence east 1320 feet, thence south 660 feet to
the point of beginning; the property described and
conveyed hereby containing 660 acres, more or less.

This conveyance is made subject to that certain indebtedness in the original principal sum of \$593,000.00 secured by deed of trust executed by J. P. Sartain to secure Mrs. Juanita Hood Law, dated December 12, 1977, filed for record December 13, 1977, recorded in Book 437 at Page 486.

WITNESS my signature, this the 34 day of August, 1979.

Margaret Ann Housel Pars
Margaret Ann Howell Pass

COUNTY OF HARRIS

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

Given under my hand and official seal this the august, 1979.

(SEAL)

My commission expires:

Notary Public
SANDY SCHNEIDAU
Notary Public in Harria County, Texas
My Commission Expires 675.88

STATE OF MISSISSIEP II: County of Madison:

OUITCLAIM DEED

5048

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, CARLENE SMITH MARKER, do hereby convey and quitclaim unto DONALD L. MARKER, all of my right, title and interest in and to the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

And that said property being a lot or parcel of land fronting 68 feet on the north side of Frey Street, lying and being situated in the City of Canton, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the east line of Lot 17 of KIDDERS ADDITION with the north line of Frey Street and run S 88°35' W along the north line of Frey Street for 249.5 feet to the SE corner and point of beginning of the property herein described; thence S 88035' W along the north line of Frey Street for 68 feet to a point at the intersection of a fence extended southerly; thence N 08°32' E along said extension and fence for 198.7 feet to a fence corner; thence S 88°31' E along the existing fence for 111.2 feet to a fence corner; thence S 07°40' W along the existing fence for 91 feet to a fence corner; thence S 88003' W along the existing fence for 47 feet to a point; thence S 07047' W for 101 feet to the point of beginning. Being a part of Lots 9, 10, & 11 of KIDDERS ADDITION and being the same land conveyed to R. A. Rodgers and Iva Lea Rodgers by deed dated July 20, 1965, and of record in Land Deed Book 98 at Page 339, and by deed dated April 22, 1959, and of record in Land Deed Book 74 at Page 154, in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE on the 29th day of August, 1979.

CARLENE SMITH MARKER

GRANTOR

#### STATE OF MISSISSIPPI COUNTY OF MADISON

FERSONALLY APPEARED before me the undersigned authority in and for the jurisdiction above mentioned, CARLENE SMITH MARKER, who acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes as set forth therein.

GIVEN UNDER MY HAND and official seal of office on this the 29 day of August, 1979.

ROTARY PUBLIC

MY COMMISSION EXPIRES:

by Commission Expires Aug 6, 1960

STATE OF MISSISSIPPI, County of Madison:

The same of the sa

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CONVEYANCE

LIVDENED BOOK 164 PAGE 478

For a valuable consideration not necessary here to mention cash in hand paid to the grantors by the grantee herein, the receipt and sufficiency of which are hereby acknowledged, we, GEORGE W. COVINGTON and MARY JAYNE COVINGTON, husband and wife, do hereby convey and warrant unto LEANDER E. JACKSON, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

A lot or parcel of land lying and being situated in the SE 1/4 of the NW 1/4, Section 24, Township 9 North, Range 2 East, Madison County, Mississippi, and more particularly described as commencing at the NE corner of the Bowman Carter lot as described in Deed Book 125 at Page 282 run S 77° 56' W, 175 feet to a point; thence N 00° 08' 09" E 50 feet to the point of beginning, and from said point of beginning run S 77° 56' W 110 feet to a point; thence N 03° 27' 30" W 110 feet to a point; thence N 77° 56'E ll0 feet to a point; thence S 03° 27' 30" E 110 feet to the point of beginning.

And, for the aforesaid consideration, the grantors herein do hereby convey and quitclaim unto the grantee herein, an easement for driveway purposes over a strip of land approximately 20 feet in width, and which strip of land is more particularly described as:

Beginning at the NW corner of the above described property, run N 03° 27¹ 30" W, 200.13 feet to a point on the south right of way line of Mississippi State Highway No. 22; thence S 89° 56¹ 54" E along said right of way line 20.04 feet to a point; thence S 03° 27¹ 30" E, 195.88 feet to a point; thence S 77° 56" W 20.23 feet to the point of beginning.

This conveyance is executed subject to (1) Zoning and Subdivision Regulation Ordinances applicable to the above described
property, and (2) ad valorem taxes for the current year, and
(3) existing easements and/or servitudes which may now be outstanding of record, and (4) exception of such oil, gas, and
mineral rights as may now be outstanding of record.

WITNESS our signatures this 29th day of August, 1979.

Géorge W. Covington

Mary Jayne Covington

STATE OF MISSISSIPPI COUNTY OF MADISON

800x 164 PAGE 479

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named GEORGE W. COVINGTON and MARY JAYNE COVINGTON, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 27 of August, 1979.

commission expires:

By M. Wright D.C.

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800x 164 PAGE 480

81 ns:467

5051

STATE OF MISSISSIPPI MADISON COUNTY

IN THE CHANCERY COURT

AUG 2 :: 1979

BRUCE JOBE, ET AL., Complainants PILLY V. COLUMN

Versus

Skachelly eno. 24-293

WILLIE A. C. JOBE, ET AL., Defendants

#### DECREE

This cause coming on this day to be heard upon the Bill of Complaint filed by Bruce Jobe, an adult resident citizen of Madison County, Mississippi; Bertha Lee Jobe, an adult resident citizen of Madison County, Mississippi; Jimmy Harris Jobe, a minor who has no legal guardian, by his mother Bertha Lee Jobe, his Next Friend; Glen Dale Jobe, a minor who has no legal guardian, by his mother Bertha Lee Jobe, his Next Friend; Joinetor Earl Jobe, a minor who has no legal guardian, by his mother Bertha Lee Jobe, his Next Friend; and Folanda Eunay Jobe, a minor who has no legal guardian by her mother Bertha Lee Jobe, her Next Friend; against defendants Willie A. C. Jobe, Jimmy D. Jobe, Beverland Jobe, Earnest Lee Jobe, Shirley Mae Jobe, Bertha Ree Jobe, Guy H. Leach, County Supervisor, FHA, Trustee, and United States of America, acting through the Farmers Home Administration, United States Department of Agriculture; the joinder in said bill of complaint by Corine Jobe, the wife of Bruce Jobe, as shown by instrument filed in this cause; the answer filed by defendant United States of America, acting through the Farmers Home Administration, United States Department of Agriculture; and waiver of process, entry of appearance, and consent to a hearing either in term time or vacation by the other aforesaid defendants; and the Court having found that it has jurisdiction of the parties and the subject matter further finds:

That a deed of trust was executed by Earnest Jobe and Bertha

Rec. in Rock 8 / Page 467
Ti-29 inv (Aug.) 79
Billy V. in Ser Comp.

### ADDK 164 PAGE 481

Lee A. Jobe to Guy H. Leach, County Supervisor, FHA, as Trustee, in favor of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, in the principal amount of \$10,690.00, dated May 1, 1970, filed May 1, 1970, recorded in Land Record Book 374 at Page 543 thereof in the Chancery Clerk's Office for Madison County, Mississippi, copy of which is attached as Exhibit "A" to the Bill of Complaint; and

That Earnest Jobe died without a will on or about March 4, 1977, and left surviving him as his only heirs at law his widow, Bertha Lee Jobe (a/k/a Bertha Lee A. Jobe), and his children, namely: Willie A. C. Jobe, Jimmy D. Jobe, Beverland Jobe, Earnest Lee Jobe, Shirley Mae Jobe, Bertha Ree Jobe, Jimmy Harris Jobe, Glen Dale Jobe, Joinetor Earl Jobe, and Folanda Eunay Jobe; and

That Jimmy D. Jobe, Willie A. C. Jobe, Beverland Jobe,
Earnest Lee Jobe, Shirley Mae Jobe, Bertha Ree Jobe, and Jimmy
Harris Jobe executed a deed of conveyance to Bertha Lee Jobe,
dated May 25, 1977, filed June 9, 1977, recorded in Land Record
Book 150 at Page 710 thereof in the Chancery Clerk's Office for
Madison County, Mississippi, copy of which is attached as Exhibit
"B" to the Bill of Complaint; and

That certain of the proceeds of the loan secured by the aforesaid deed of trust were used towards the construction of a dwelling house; that it was intended that the dwelling house be constructed upon the land owned by the grantors in said deed of trust; that said dwelling house was constructed on a parcel of land described as SE 1/4 of SW 1/4 of Section 1, Township 11 North, Range 5 East, Madison County, Mississippi; that at the time of the construction of said dwelling house the record title to said tract of land was in Bruce Jobe although said parcel of the land was being claimed by the grantors in said deed of trust and was actually in the possession of said parties; and

That subsequent to the filing of this action defendants Willie A. C. Jobe, Jimmy D. Jobe, Beverland Jobe, Earnest Lee Jobe, Shirley Mae Jobe, and Bertha Lee Jobe by instruments which have been recorded on the public land records of Madison County, Mississippi, and which have been filed in this cause did disclaim, convey, and quitclaim unto Bertha Lee Jobe their respective right, title, and interest, if any, in and to that land described as:

E 1/2 of SW 1/4 of Section 1, Township 11 North, Range 5 East, Madison County, Mississippi; and did disclaim, convey, and quitclaim unto Bruce Jobe their respective right, title, and interest, if any, in and to that land described as:

W 1/2 of SE 1/4 of Section 1, Township 11 North, Range 5 East, Madison County, Mississippi; and the Court being of the opinion and finding that it would be. to the best interest of the aforesaid minors and of their estates that the prayer of the Bill of Complaint be granted, IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

(1) That complainant Bruce Jobe shall be and he is hereby adjudicated to be the owner of the fee simple title to that land situated in Madison County, Mississippi, described as:

The W 1/2 of SE 1/4 of Section 1, Township 11 North, Range 5 East, Madison County, Mississippi;

subject to (a) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi, (b) ad valorem taxes for the year 1979, and (c) such oil, gas, and mineral rights as may now be outstanding of record, and (d) existing right-of-way and easement to Texas Eastern Transmission Corporation; and

(2) That complainants Bertha Lee Jobe, Jimmy Harris Jobe, Glen Dale Jobe, Joinetor Earl Jobe, and Folanda Eunay Jobe shall be and they are hereby adjudicated to be the owner of the fee simple title to that land situated in Madison County, Mississippi, described as:

The E 1/2 of SW 1/4 of Section 1, Township 11 North, Range 5 East, Madison County, Mississippi; subject to (a) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi, (b) ad valorem taxes for the year 1979, and (c) such oil, gas, and mineral rights as may now be outstanding of record, (d) existing right-of-way and easement to Mississippi Power and Light Company, and (e) deed of trust executed by Earnest Jobe and Bertha Lee A. Jobe in favor of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated May 1, 1970, in the original amount of \$10,690.00, recorded in Land Record Book 374 at Page 543 thereof in the Chancery Clerk's Office for Madison County, Mississippi, and that they own title to said property in the following proportions, to-wit:

Bertha Lee Jobe (a/k/a Bertha Lee A. Jobe), an undivided 7/11th interest;
Jimmy Harris Jobe, an undivided 1/11th interest;
Glen Dale Jobe, an undivided 1/11th interest;
Joinetor Earl Jobe, an undivided 1/11th interest; and Folanda Eunay Jobe, an undivided 1/11th interest; and

(3) That the deed executed by Jimmy D. Jobe, Willie A. C. Jobe, Beverland Jobe, Earnest Lee Jobe, Shirley Mae Jobe, Bertha Ree Jobe, and Jimmy Harris Jobe to Bertha Lee Jobe, dated May 25, 1977, recorded in Land Record Book 150 at Page 710 thereof, as aforesaid, shall be and the same is hereby reformed to the extent of correcting the land description therein to read:

E 1/2 of SW 1/4 of Section 1, Township 11 North, Range 5 East, Madison County, Mississippi; in place of and in lieu of the land as described in said instrument; and

(4) That the deed of trust executed by Earnest Jobe and Bertha Lee A. Jobe in favor of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, dated May 1, 1970, in the original amount of \$10,690.00, recorded in Land Record Book 374 at Page 543 thereof in the Chancery Clerk's Office of Madison County,

Mississippi, shall be and the same is hereby reformed to the extent of correcting the land description therein to read:

E 1/2 of SW 1/4 of Section 1, Township 11 North, Range 5 East, Madison County, Mississippi; in place of and in lieu of the land as described in said instrument; and further, the lien of said deed of trust shall be and the same is hereby adjudicated to be a lien against the above described tract of land in lieu of the land as described in said deed of trust.

- (5) That the final record hereof shall be composed of only this Decree and this Decree shall be indexed and recorded in the Land Deed Records of Madison County, Mississippi; and
- (6) That the costs taxed or to be taxed herein shall be paid one-half by complainant Bruce Jobe and one-half by complainant Bertha Lee Jobe.

ORDERED, ADJUDGED AND DECREED this 29 day of AUGUST, 1979.

APPROYED

ROBERT E. HAUBERG United States Attorney

Ma ssistant United States Attorney

Solicitor for Defendant, United States of America, acting through the Farmers Home Administration, United States Department of Agriculture

STATE OF MISSISSIPPI, County of Madison:

1. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed ... for record in this office this 29day of.... 

o yuna

By D. Wright D.C.

5053

FOR and in consideration of the sum of Ten Dollars, cash paid in hand, and other good and valuable considerations, the receipt of which is hereby acknowledged, WE, BRYAN C. FOSTER and ELAINE FOSTER, do hereby sell, convey and warrant unto TIMOTHY S. HUTSON and GAYLE PIERCE HUTSON, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in the County of Madison, State of Mississippi, to-wit:

A parcel of land situated in the NW 1/4 of SW 1/4 of Section 28, Township 7 North, Range 2 East, Madison County, Mississippi, more particularly described as:

Beginning at the northwest corner of Lot 9 of Gateway North Subdivision, Part II, as recorded in Plat Book 5 at Page 45 thereof (now Plat Slide A-150) in the Chancery Clerk's office for Madison County, Mississippi, and from said point of beginning run north 86 degrees 22 minutes east along the northern boundary of said Lot 9 for 129.61 feet to the northeast corner of said Lot 9; thence run south 13 degrees 01 minutes east along the east boundary of said Lot 9 for 85.00 feet to the southeast corner thereof; thence run north 81 degrees 46 corner thereof; thence run north 81 degrees 46 minutes east for 75.04 feet to an iron bar; thence run north 9 degrees 59 minutes west for 98.83 feet to an iron bar; thence run south 86 degrees 16 minutes west for 208.20 feet to an iron bar; thence run south 6 degrees 07 minutes east for 20.00 feet to the point of beginning; and containing 0.241 of an acre, more or less.

It is intended by the foregoing description to describe that parcel of land conveyed by James E. Warwick, et al to Bryan C. Foster and Elaine Foster by deed dated to Bryan C. Foster and Elaine Foster by deed dated May 21, 1975, recorded in Land Record Book 142 at Page May 21, 1975, recorded in Land Record Book 142 at Page 657 thereof in the Chancery Clerk's office for said county, LESS AND EXCEPT that parcel of land conveyed by Bryan C. Foster and Elaine Foster to Robert Dugas by Bryan C. Foster and Elaine Foster to Robert Dugas and Nancy Dugas by deed dated November' 14, 1975, and Nancy D

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

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantors agree to pay to the Grantees or their assigns any deficit on an actual proration and likewise the

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, in the second	
Grantees agree to pay to the Grantors or their assigns any amount	
overpaid by them.	
Witness our signatures, this the 5 day of August, 1979.	_
Bryan C. Poster Elaine Foster	
, ·	
·	
<b>†</b>	
ı	
-	
•	

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Bryan C. Foster and Elaine Foster, who acknowledged that they 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 day of the day August, 1979.

My Commission Expires:

. MY COMMISSION EXPIRES NOV. 5, 1982

STATE OR MISSISSIPPI, County of Madison:

1, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this Dday of 19, at 7. QDo clock. A M. and was duly recorded on the day of AUG 3 1 1973 19, Book No. 6. You Page. 20. In My office.

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

By D. C.

### 164 was 487



#### WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency, all of which is hereby acknowledged, we, Francis S. Morrison and Dorothy D. Morrison, do hereby sell, convey and warrant unto Ford-Plex, Inc. a Mississippi corporation, the following described property situated in Madison County, Mississippi, to-wit:

A triangle off the North side of Lot 89, Lake Lorman, Part 3, according to a map or plat thereof which is recorded in Plat Book 4 at Page 31 in the office of the Chancery Clerk of Madison County, Mississippi and being more fully described as follows, to-wit:

Beginning at a point on the West right-of-way of a 40.0 foot private drive, said point further being the Southeast corner of said Lot 90 and the Northeast corner of said Lot 89; run thence southwesterly and along the said West right-of-way of a 40.0 foot private drive and along the East line of said Lot 89 for a distance of 76.55 feet; thence leaving the said West right-of-way of a 40.0 foot private drive and the said East line of said Lot 89, turn right through a deflection angle of 98 degrees 50 minutes or a 40.0 root private drive and the said Last line of said bettern right through a deflection angle of 98 degrees 50 minutes 46 seconds and run northwesterly for a distance of 58.1 feet to a point on the line between said Lots 89 and 90; turn thence right through a deflection angle of 121 degrees 29 minutes 14 seconds and run easterly and along the said line between said Lots 89 and 90 for a distance of 88.7 feet to the POINT OF BEGINNING, containing 2197.35 square feet.

WITNESS OUR SIGNATURES this the 17 day of June, 1979.

DOROTHU D. MORRISON

STATE OF MISSISSIPPI

COUNTY OF

Personally came and appeared before me, the undersigned authority in and for said county and state, the within named, Francis S. Morrison and Dorothy D. Morrison who acknowledged to me that they did sign the above and foregoing Warranty Deed on the day and year mentioned therein,

Juby, SWORN TO AND SUBSCRIBED BEFORE ME this the 1/ day of

My Commission Expires: My Commission Expires June 7, 1991

STATE OF MISSISSIPPI, County.of.Madison:

my office. . Witness my hand and seal of office, this the ......of ... AUG 3-1-1979 ...... 19...... BILLY V. COOPER, Clerk ALMO ME....

By D, Wright D.C.

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### 1668 1868 READS



#### WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, and in the further consideration of the grantees herein assuming and agreeing to pay the indebtedness remaining under the terms of that certain deed of trust in favor of Mid State Mortgage Company recorded in book 440 at page 408, records of the Chancery Clerk of Madison County, Mississippi, same being assigned to Federal National Mortgage Association by assignment recorded in book 441 page 510, records of said county, said assumption to begin with the payment which will be due thereon on September 1, 1979, I, ROBERT C. NEAL,

JAMES P. LITTLE and MARY ELLEN LITTLE, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common, the following described real property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Two (2), Block "D", RIDGELAND HEIGHTS, Part 2, a subdivision in and to the County of Madison, State of Misisssippi, 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 A, Slot 119 thereof, reference to which is hereby made in aid of and as a part of this description.

This conveyance is subject to prior reservation of all minerals by predecessors in title and to any and all easements or covenants which may be of record pertaining to the subject lands.

All escrow funds now held to the credit of the grantor by Mid State Mortgage Company and/or its assigns for the payment of taxes and/or insurance together with all equities in insurance policies pertaining to the subject lands are hereby sold and transferred to the grantees herein. Should it be ascertained that grantor has not paid his

prorata share of 1979 ad valorem taxes into said escrow account when said taxes become due, grantor agrees to pay to grantees an additional amount to equal his prorata share of said taxes.

The subject lands constitute no part of the homestead of the grantor.

WITNESS MY SIGNATURES this 29 day of August, 1979.

ROBERT C. NEAL

STATE OF MISSISSIPPI

COUNTY OF HINDS

**~**, , , ,

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, Robert C. Neal, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument as his act and deed on the day and year therein mentioned.

STATE OF MISSISSIPPI, County of Madison:

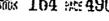
J. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of AUG 31 1979

Was duly recorded on the day of AUG 31 1979

Witness my hand and seal of office, this the AUG 3.1. 1979

BILLY V. COOPER, Clerk

By M. W. COOPER, Clerk



ROYALTY DEED

#### KNOW ALL MEN BY THESE PRESENTS:

That CONNIE McFARLAND McNEILL, a widow, for and in consideration of the price and sum of TEN (\$10.00) DOLLARS and other valuable considerations, cash in hand paid by CORA McDANIEL SMITH, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey, unto the said CORA McDANIEL SMITH, the mineral royalty interest hereinafter set out affecting and relating to the following described lands in First District County of Madison, State of Mississippi, to-wit:

Township 7 North, Range 2 East:
#Section 12: E 1/2 of SW 1/4, all South and East of Natchez
Trace Parkway, containing 25.5 acres; W 1/2 of W 1/2 of SE
1/4, all South and East of Natchez Trace Parkway, containing
24.5 acres. Section 13: Lot No. 1; containing 137.80 acres, Lot No. 2; containing 78.32 acres, Lot No. 5; containing 78.32 acres; Lot No. 6; containing 128.70 acres.
Section 24: Lot No. 2, all except W 1/2 of W 1/2 of said Section and except Blue Lake property, containing fifty acres, Section 13: more or less.

The royalty interests and rights herein sold, transferred and conveyed are:

- (a) All of my undivided interest of the whole of any oil, gas or other minerals, except sulphur, on and under and to be produced from said lands; delivery of said royalties to be made to the purchaser herein in the same manner as is provided for the delivery of royalties by any present or future mineral lease affecting said lands.
- (b) The proportionate part in cents per long ton for all sulphur produced from said lands, payments therefor to be made monthly for sulphur marketed.

This sale and transfer is made and accepted subject to an oil, gas and mineral lease now affecting said lands, but the royalties hereinabove described shall be delivered and/or paid to the purchaser out of and deducted from the royalties reserved to the lessor in said lease. This sale and transfer, however, is not limited to royalties accruing under the lease presently affecting said lands, but the rights



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herein granted are and shall remain a charge and burden on the land herein described and binding on any future owners or lessees of said lands and, in the event of the termination of the present lease, the said royalties shall be delivered and/or paid out of the whole of any oil, gas or other minerals produced from said lands by the owners, lessee or anyone else operating thereon.

The grantor herein reserves the right to grant future leases affecting said lands so long as there shall be included therein, for the benefit of the grantee herein, the royalty rights herein conveyed; and the grantor further reserves the right to collect and retain all bonuses and rentals paid for or in connection with any future lease or accruing under the lease now outstanding.

TO HAVE AND TO HOLD said royalty rights unto the said purchaser, forever; and the said grantor hereby agrees to warrant and forever defend said rights unto the said purchaser against any person whomsoever lawfully claiming or to claim the same.

WITNESS the signature of grantor, this the bed day of fuguet, 1979.

WITNESSES:

STATE OF TEXAS COUNTY OF SCURRY

Personally appeared before me, the undersigned Notary Public in and for said County, in said State, the within named CONNIE McFARLAND McNEILL, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand this the of day of August

Notary . Scurry County, Texas

STATE OF MISSISSIPPI, County of Madison: 

MOOK 164 MADE 492 NARRANTY DEED-

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned JOSEPH D. GANT and wife, CYNTHIA L. GANT do hereby sell, convey and warrant unto JOSEPH M. SHEPARD and wife, CINDY CURTIS SHEPARD, as joint tenants with ( full rights of survivorship, and not as tenants in common, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

> Lot 1, Pear Orchard Subdivision, Part II, 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 46 reference to which map or plat is here made in aid of and as a part of this description. description.

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

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

WITNESS THE SIGNATURES of the Grantors, this the 24th day of August

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, Joseph D Gant and wife, Cynthia L. Ctu, Gant, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

GIVEN UNDER MY HAND and official seal of office op this the 24th day of August 19

My Commission Expires: 6-26-82

STATE OF MISSISSIPPI, County of Madison-

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FOR AND IN CONSIDERATION of the sum of Ten Dollars in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned THOMAS M. HARKINS BUILDER, INC. does hereby sell, convey and quitclaim unto JOSEPH D. GANT and wife, CYNTHIA L. GANT, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 1, Pear Orchard Subdivision, Part II, 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 46, reference to which map or plat is here made in aid of and as a part of this description.

WITNESS THE SIGNATURE OF THE GRANTOR this the 24th day of August, 1979.

THOMAS M. HARKINS BUILDER, INC. HOMAS M. HARKINS, PRESIDENT

STATE OF MISSISSIPPI COUNTY OF

Personally came and appeared before me, the undersigned authority `in and for the jurisdiction aforesaid, Thomas M. Harkins personally known: to me to be the President of the within named Thomas M. Harkins Builder, Inc., who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said corporation and as its own act and deed, he having been first duly authorized so to do.

Mitness my signature and official seal of office this the 24th, day of August, 1979

My commission expires: 26-8

STATE OF MISSISSIPPI, County of Madison:

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WARRANTY DEED



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FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, JAMES N. STEWART, JR., do hereby convey and forever warrant, subject to the limitations and exceptions hereinafter contained, unto PAUL ROBINSON, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

Lots 25 and 26, Block A, TWIN OAKS SUBDIVISION, Part 3, according to map or plat thereof duly filed and recorded in Plat Book 4 at Page 49, (now Cabinet Slide No. A-126) of the records of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid and as a part of this description.

For the same consideration, the Grantor does hereby convey and quitclaim unto the Grantee all of Grantor's right, title and interest in and to that part of Mattie's Drive vacated by ordinance of the Mayor and Board of Aldermen of the City of Canton, Mississippi, adopted September 6, 1977, as amended by ordinance adopted August 21, 1979, which are of record in Minute Book 22 at page 141 and in Minute Book 22 at page 411, respectively, in the office of the Clerk of the City of Canton, which is more particularly described as:

Beginning at the northwest corner of Lot 25 in Block A of TWIN OAKS SUBDIVISION, Part 3, according to and as shown by the map or plat thereof which is on file and of record in Plat Book 4 at page 49 (now Cabinet Slide No. A-126), in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid and as a part of this description, and from said point run thence north on the extension of the west line of said Lot 25, to the point where it intersects the center-line of Mattie's Drive; run thence east on the center line of Mattie's Drive to a point which is twenty-five feet (25') west of the west line of Lot 9 in Block E of the aforesaid subdivision; run thence south on the center line of Mattie's Drive to the point where it intersects the extension of the south line of Lot 10 in Block E of said subdivision; run thence west on the extension of the south line of said Lot 10 to the east line of Lot 26 in Block A of said subdivision; run thence north on the east line of said Lot 26 to the

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point where the curve at the northeast corner of said lot begins; thence run northwesterly on said curve to the north line of said Lot 26; thence run west on the north lines of Lots 26 and 25 in said Block A to the POINT OF BEGINNING.

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

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1979, and subsequent years.
- 2. The exception of an undivided one-half (1/2) interest in and to all oil, gas and other minerals in, on and underlying said land.
- 3. "A right of way granted American Telephone and Telegraph Company recorded in Deed Book 39 at Page 94 in the office of the aforesaid Clerk.
  - 4. Any and all rights of way for public utilities which affect said land.
- 5. Restrictive covenants recorded in Deed Book 72 at Page 170, as amended by instrument recorded in Deed Book 304 at Page 45 in the office of the aforesaid Clerk.
  - 6. The Zoning Ordinances of the City of Canton, Mississippi.

WITNESS OUR SIGNATURES on this the 30 day of August, 1979.

GRANTOR

STATE OF MISSISSIPPI COUNTY OF MADISON

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PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, JAMES N. STEWART, JR., 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 of office on this the 30 # day of Ausust, 1979.

Myles C. Bundousquis

MY COMMISSION EXPIRES: MY COMMISSION EXPITES NOV. 22, 1981

STATE OF MISSISSIPPI, County of Madison-

NOOK 164 1015 497

#### WARRANTY DEED

cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, MITCHELL HOMES, an Alabama General Partnership composed of Nuco Southeast Corporation, a Delaware Corporation, and The Mitchell Company, an Alabama Partnership composed of Armay Development Corporation, a Delaware Corporation, Marbit Incorporated, a Delaware Corporation, and Luco Development Incorporated, a Delaware Corporation, acting by and through its General Partner, The Mitchell Company, which Company is acting by and through its General Partner, Armay Development Corporation, does hereby sell, convey and warrant unto WILLIAM E. MCFARLAND and wife, BARBARA P. MCFARLAND, as Joint tenants with full rights of survivorship, and not as tenants in

the land and property which is situated in madison County, Mississippi, described as follows, to-wit:

Lot 45, Country Club Woods Subdivision, Part IV, a subdivision according to the map or plat thereof which is of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 6 at Page 11, reference to which is hereby made in aid of and as a part of this description.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to said Grantees or their assigns any deficit on an actual proration.

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

WITNESS the respective hand and signature of the undersigned day of August Grantor hereto affixed on this the 27th

MITCHELL HOVES, an Alabama General Partnership

The Mitchell Company, an Alabama General Partnership and General By: Partner in Mitchell Homes

> Armay Development Corporation, a Delaware Corporation and General Partner in The Mitchell Company

> > Fred Griffin, Vice Pre

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within  $\pi y$  official jurisdic-Fred Griffin , personally known to me to be the Vice President of the within named Armay Development Corporation, General Partner of The Mitchell Company, which said The Mitchell Company is General Partner of Mitchell Homes, who acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said Armay Development Corporation, acting in its capacity as General Partner of said The Mitchell Company, with said The Mitchell Company acting in its capacity as General Partner of said Mitchell Homes.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the August ,197 <sup>9</sup> . đay of

Čomm. Expires: 2/19/80

STATE OF MISSISSIPPI, County of Madison-

MOEKED:

5069

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, JUNE E. SAMPIA, do hereby sell, convey and warrant unto JERCO, INC., a Mississippi Corporation, and MICHAEL CLAY SHEPPARD; the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot Fifteen (15), NATCHEZ TRACE VILLAGE, PART 2, a subdivision according to that certain map or plat of record in the office of the Chancery Clerk of Madison County, Mississippi, being recorded in Plat Book 6 at Page 4 thereof, reference to which in hereby made in aid of and as a part of this description.

Excepted from the warranty hereof are all restrictive covenants of record pertaining to said property.

Excepted from the warranty hereof are any and all oil, gas and other mineral reservations and conveyances of record pertaining to said property.

Ad valorem taxes for the year 1979 are prorated between the parties herein. This property constitutes no part of grantor's homestead.

WITNESS our signatures this the 27th day of <u>August</u>, 1979

June E. Sampia

STATE OF MISSISSIPPI
COUNTY OF Henfa

Personally appeared before me, the undersigned authority, in and for the above named County and state, the within named JUNE E. SAMPIA, who acknowledged that she signed and delivered the above and foregoing instrument on the day and date therein mentioned.

GIVEN under my hand and seal of office on this the 27 day of august,

My Commission Expires:

Motory Public M

STATE OF MISSISSIPPI County of Madison

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filled for record in my office this 30 day of Clarater 19/9, at 50 clock M., and was duly recorded on the day of AUG 3.1 1979. 19. Book No. 6. Con Page 4.7. In my office.

my office. AUG 3 1 1979
Witness my hand and seal of office, this the of BIL

BILLY V. COOPER, Clerk

By D. Wreght ,, D. C.