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## 165 245E 399

#### WARRANTY DEED



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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, ROBERT D. BURKE and wife, LINDA N. BURKE, do hereby sell, convey and warrant unto RATLIFF FERRY, LTD., a joint venture created by instrument executed by James N. Bourne, et al, dated July 31, 1974, recorded in Land Record Book 136 at Page 827 of the records on file in the office of the Chancery Clerk of Madison County, Mississippi, that certain land and property situated in Madison County, Mississippi, described as follows, to-wit:

A parcel of land containing 8.9 acres, more or less, lying and being situated in the SE 1/4 of Section 14, Township 9 North, Range 4 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at a concrete monument representing the NW corner of the E 1/2 of the SW 1/4 of said Section 14 and run North 89 Degrees 55 Minutes East along the North line of said SW 1/4 for 1232.1 feet to a concrete monument; run thence South for 616.0 feet; run thence South 50 Degrees 19 Minutes East for 58.5 feet; run thence North 71 Degrees 00 Minutes East for 215.1 feet; run thence North 88 Degrees 00 Minutes East for 211.7 feet; run thence East for 401.3 feet; run thence North 85 Degrees 00 Minutes East for 26.3 ft. to the Point of Beginning of the land herein described; and run thence North 85 Degrees 00 Minutes East for 732.0 feet; run thence South 00 Degrees 22 Minutes East for 565.3 feet; run thence West 729.6 Feet; run thence North 00 Degrees 22 Minutes East for 565.3 feet; run thence West 729.6 Feet; run thence North 00 Degrees 22 Minutes West for 501.5 feet back to the Point of Beginning.

This conveyance is executed subject to:

- Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the year 1979, the payment of which shall be prorated as of the date hereof.
- (3) Exception of such oil, gas and mineral rights as may now be outstanding of record.
- (4) Restrictive and/or protective covenants imposed upon the above-described property as stated in that certain

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instrument executed by Ratliff Ferry, Ltd., dated October 29, 1974, recorded in Land Record Book 137 at Page 903 of the records on file in the office of the aforesaid Chancery Clerk.

The Grantors herein do hereby expressly grant, convey, release, sever irrevocably, and warrant unto the Grantee herein all their right, title and interest or any interest appertaining thereunto in that certain non-exclusive easement related to aircraft landing strip located in Sections 23 and 26, Township 9 North, Range 4 East, Madison County, Mississippi, as set forth in that certain Warranty Deed dated March 28, 1977, and recorded in the office of the aforesaid Chancery Clerk in Deed Book 150 at Page 114. The Grantors herein further warrant that they have not granted any easement rights or interest in said landing strip to any parties and hereby sever all such rights irrevocably as were granted them in the aforesaid Deed recorded in the office of the aforesaid Chancery Clerk in Deed Book 150 at Page 114.

The Grantors herein further expressly grant unto the Grantee herein all their right, title and interest or any interest appertaining thereunto in that certain non-exclusive and irrevocable easement over, on and across those certain private roadways presently located upon the land of Grantee herein or which may have been constructed thereon for the purpose of ingress and egress to and from the land herein described to the public roadways as set-forth in that certain Warranty Deed dated March 28, 1977, recorded in the office of the aforesaid Chancery Clerk in Deed Book 150 at Page 114. The Grantors herein further warrant that they have not granted any easement rights or interest in said non-exclusive and irrevocable easement and hereby sever irrevocably such rights or any interest in said easement. such rights or any interest in said easement.

This conveyance is given in full satisfaction and cancellation of that certain vendor's lien mentioned in the aforesaid Warranty Deed dated March 28, 1977, recorded in Book 150 at Page 114 and that certain Deed of Trust dated March 28, 1977, recorded in Book 429 at Page 249 in the office of the aforesaid Chancery Clerk.

WITNESS OUR SIGNATURES on this the the day of October, 1979.

STATE OF MISSISSIPPI
COUNTY OF HINDS
Personally appeared before me, the undersigned authority
in and for the jurisdiction aforesaid, the within named ROBERT D.
BURKE and wife, LINDA N. BURKE, who acknowledged to me that they

signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER my hand and official seal of office on day of October, 1979. this the

manitary, expires:

MY COMMISSION EXPINES OCT. 14, 1981



STATE OF MISSISSIPPI, County of Madison:

was duly recorded on the ..... day of ... OCT.1.0 1979 ...... 19...... Book No./4.5 on Page 3.99. in 

BILLY V. COOPER, Clerk
By Binethe Vann; ...., D. C.

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WARRANTY DEED\_

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IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, including the assumpagreement tion and/agraem to pay that certain indebtedness now due as evidenced by that certain Deed of Trust executed by the undersigned in favor of Canton Exchange Bank, recorded in Land Deed of Trust Book 444 at page 335 in the Chancery Clerk's Office of Madison County, Kississippi, the receipt and sufficiency of all which is hereby acknowledged, we, WILLIAM E. INGRAM and EVA M. INGRAM, husband and wife, do hereby convey and warrant unto JERRY W. SQUIRES and JAMIE K. SQUIRES, husband and wife. as an estate in the entirety with the right of survivosship and not as "tenants in common the following described property situated in Madison County, Mississippi, and more particularly described as follows, to-wit:

Lot 1 of Twin Lakes Subdivision, according to map or plat thereof on file and of record in Plat Book 5 at Page 8 of the records of the Chancery Clerk of Madison County, the records of the Chancery Clerk of Madison County,
Mississippi.

LESS AND EXCEPT that part sold to Leo Johnson and Larry
Johnson by warranty deed dated June 2, 1967 and recorded in
Book 107 at Page 243 of said records, said Johnson's lot being
more particularly described as beginning at the NW Corner
of said Lot 1 and run thence S 68 degrees 46 minutes East
along the North line of Lot 1 for 107.5 feet to a point;
thence South 21 degrees 14 minutes west for 175.2 feet to
a point on the South line of said Lot 1; thence North 62
degrees 18 minutes west along said south line for 58.5 feet
to a point; thence north 21 degrees 14 minutes east for
50 feet to a point; thence north 62 degrees 18 minutes
west for 50 feet to a point on the West line of said Lot 1;
thence North 21 degrees 14 minutes east for 112.7 feet to
the point of beginning;

LESS AND EXCEPT all oil, gas and other minerals in, on, to and the above described land which was previously reserved by under the aborior owners.

Taxes and all special levies and assessments for the year of 1979 and thereafter are expressly excepted from the foregoing warranty and are to be paid by the grantees herein.

WITNESS OUR SIGNATURES, this 2nd day of October, 1979.

EVA II. INGRAM

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state, the within named WILLIAM E. INGRAM and EVA M. INGRAM. who each acknowledged to me that they did sign and deliver the foregoing instrument on the day and year therein mentioned and for the purposes therein mentioned as their own voluntary act and deed.

GIVEN UNDER MY HAND AND official seal of office, this 4 Th Day of October, 1979.

My Commission Expires March 23, 1983.

STATE OF MISSISSIPPI, County of Madison:

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars ( \$ 10.00 ) Cash in hand paid and other valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged and in further consideration of the assumption of a loan in the amount of Thirty Eight Thousand Four Hundred Eighty Five Dollars and Two Cents ( \$ 38,485.02 ) to Unifirst Savings and Loan, we, James A. Lynn and Madeline Gaia Lynn, husband and wife, do hereby convey and warrant unto William A. Bartlow, the following described land and property located and situated in the County of Madison, State of Mississippi, to-wit:

> Lot Twenty-two (22), of Gateway North, 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 44, reference to which is hereby made in aid of their description.

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 shall be prorated as of closing day between Grantor and Grantee.

WITNESS our signatures this, the \_\_\_\_\_\_ day of October, 1979.

STATE OF FLORIDA

max 165 mm 405

PERSONALLY appeared before me, the undersigned authority in and for the above jurisdiction, the within named JAMES A. LYNN and MADELINE GAIA LYNN, 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 8 day of October, 1979.

My Commission Expires:

Hatery Public, State of Positio of Issue Ally Commission Figures Feb. 27, 1952 and female by American Law & Courses Company

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# G. B.

#### RIGHT-OF-WAY EASEMENT



ROAS

The undersigned parties do hereby grant, bargain, sell, transfer, and convey unto the Bear Creek Water Association, Inc., its successors and assigns, a perpetual easement with the right to install, and lay, and thereafter use, repair and maintain, replace, and remove a water line over, across and through the land of the grantors, situated in Madison County, Mississippi, described as follows:

The Grantee hereby agrees to furnish and stub out not less than one water tap to be used as water outlets by the Grantor.

SE 1/4 of the NE 1/4 of Section 21, Township 8 North, Range 1 East, Madison County, Mississippi.

together with the right of ingress and egress for the purpose of this easement.

This easement shall be a 10-foot permanent easement, the center line of which shall be the pipe as laid by said association, but for the purpose of construction of said pipe line a temporary easement of 10 additional feet shall be granted. That said pipe line will be laid as near the property line of the grantor as prossible.

The right-of-way shall extend five feet from the center of the adjacent and parallel property line.

The Grantee, Bear Creek Water Association, Inc., covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the land of the grantors, their successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this instrument, on this the 30 day of 1979.

M. L. DEWEESE, JR.

WITNESSES:

Designia B. Hern -

| STATE OF MISSISSIPPI 100K  | 165 PAGE 407   |
|--|--|
| for said county and state, the wi  | JR   |
| and foregoing instrument on the d  | ed, executed and delivered the above ay and year therein mentioned.  |
| Given under my hand and offi   | cial scal, this the <u>3の</u> day of   |
|  | Jane H. Henderson  |
| (SEAL) .   |  |
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| My commission expires:   | and the state of t |
| Ly Commission Expires May 10, 1933   |  |
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| STATE OF MISSISSIPPI, County of Madison:   | **   |
| I, Billy V. Cooper, Clerk of the Chancery Court of stor record in my office this . / Q. day of   | aid County, certify that the within instrument was filed   |
| for record in my office this . / Q . day of . October  | 19.7.9., at 3. 6. O'clock  |
| was duly recorded on the day of  | 19, 19, Book No. / Ton Page / O. Ja in   |
| my office. Witness my hand and seal of office, this the  |  |
|  | BILLY V. COOPER, Clerk   |
|  | By D. I. Wheyat D. C.  |

4. "说话说话



#### RIGHT-OF-WAY EASEMENT



The undersigned parties do hereby grant, bargain, sell, transfer, and convey unto the Bear Creek Water Association, Inc., its successors and assigns, a perpetual casement with the right to install, and lay, and thereafter use, repair and maintain, replace, and remove a water line over, across and through the land of the grantors, situated in Madison County. Mississippi described as follows: Madison County, Mississippi, described as follows:

The Grantor hereby reserves the right to contruct and build driveways over and across this aforesaid easement for the purpose of ingress and egress to the Grantors property.

The Grantee hereby agrees to furnish and stub out not less than two water taps to be used as water outlets by the Grantor.

North end of E 1/2 of SE 1/4 of Section 21, Township 8 North, 1 East, Madison County, Mississippì.

together with the right of ingress and egress for the purpose of this casement.

This easement shall be a 10-foot permanent easement, the center line of which shall be the pipe as laid by said association, but for the purpose of construction of said pipe line a temporary easement of 10 additional feet shall be granted. That said pipe line will be laid as near the property line of the grantor as prossible.

The right-of-way shall extend five feet from the center of the adjacent and parallel property line.

The Grantee, Bear Creek Water Association, Inc., covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the land of the grantors, their successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this instrument, on the 30 day of .... (u.l.), 1979. 

|        |   |   |   | SARA M. DEWEESE | ાળાદક |               |
|--------|---|---|---|-----------------|-------|---------------|
|        |   | • | • |                 |       | <del></del>   |
| ESSES: | • | , |   |                 |       | <del></del> , |
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# 100x 165 PAGE 409

STATE OF MISSISSIPPI COUNTY OF MADISON

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#### QUITCLAIM DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OXFORD FINANCE COMPANIES, INC., does hereby. 3 convey and quitclaim unto ROSIE LEE DENSON, the following described described real property lying and being situated in Madison County, Mississippi, to-wit: 1---

Beginning at the Northeast corner of that land conveyed by deed dated November 25th, 1960 and recorded in Book 79 at page 288 of the records in the Chancery Clerk's Office in Canton, Mississippi, which corner is marked by a surveyors stone and which corner lies in the SE 1/4 of SE 1/4 of Section 25, Township 8 North, Range 2 East, run thence southerly along the east side of public road 70 feet, thence run east 622.28 feet, thence run North 70 feet to the north line of the Leroy McDowell property, thence run west 622.28 feet, more or less, to the point of beginning, less road right of way.

This conveyance is executed subject to the following exceptions:

- 1. Zoning Ordinances and Subdivision Regulations of Madison County, Mississippi.
- 2. Ad valorem taxes for the year 1979 shall be prorated with the Grantor paying  $\mathcal{D}$  /12ths of said taxes and the Grantee paying 12/12ths of said taxes.

EXECUTED this the lst day of October \_\_\_\_, 1979.

(CORP. \$EAL)

ATTE

Gerard J. Leimkuhler, Jr., Asst. Secretary OXFORD

Vice.

President

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

Personally appeared before me, the undersigned authority in and for said county and state, the within named GREGORY J. FRANCHETTI, known to me to be Vice President of The Oxford Finance Companies, Inc., who acknowledged that he signed, executed and delivered the above and foregoing instrument at the time therein stated as the act and deed of The Oxford Finance Companies, Inc. after having been duly authorized to do so.

Given under my hand and official seal, this the 1st day of October, 1979.

(SEAL)

COmmission expires: VANDELERAH E. MCCOY, NOTARY PUBLIC PHILADELPHIA COUNTY J MY COMMISSION EXPIRES DCT. 5, 1981 Member, Pennsylvania Association of Notarie

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

Personally appeared before me, the undersigned authority in and for said county and state, the within named GERARD J. LEIMKUHLER, JR., known to me to be Assistant Secretary, of The Oxford Finance Companies, Inc., who acknowledged that he signed, executed and delivered the above and foregoing instrument at the time therein stated as the act and deed of The Oxford Finance Companies, Inc. after having been duly authorized to do so.

Given under my hand and official seal, this the 1st day of October, 1979.

NOTARY PUBLIC

NOTARY PUBLIC

سنتبسب شده سيبد

My commission expires:

VANDELERAH E. MCCOY, NUIAKY FUULIC PHILADELPHIA, PHILADELPHIA COUNTY JMY COMMISSION EXPIRES OCT. 5, 1981 Hamber Pendsylvania Association of Notarie

STATE OF MISSISSIPPI) County of Madison:

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

# WARRANTY DEED AUDEXED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00)

Dollars, cash in hand paid, and other valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, W. F. DEARMAN, JR., GRADY McCOOL, JR., ROBERT C. TRAVIS and GUS PRIMOS, do hereby sell, convey and warrant unto W. F. DEARMAN, JR., GRADY McCOOL, JR., ROBERT C. TRAVIS and LAKELAND DEVELOPMENT CORPORATION, as tenants in common, that certain land and property lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

E 1/2 of NE 1/4 of NW 1/4 and NE 1/4 of Section 21, and all that part of NW 1/4 of Section 22 lying West of the Canton and Jackson Road, sometimes called the Rice Road, all in Township 7 North, Range 2 East, Madison County, Mississippi.

LESS AND EXCEPT, all of Sandalwood Subdivision, Part 1, as shown by a plat thereof recorded in Plat Book 5 at Page 35 in the office of the Chancery Clerk of Madison County, Mississippi.

LESS AND EXCEPT, all of Sandalwood Subdivision, Part 2, as shown by a Plat thereof recorded in Plat Book 5 at Page 40 in the office of the Chancery Clerk of Madison County, Mississippi.

LESS AND EXCEPT, all of Sandalwood Subdivision, Part 3, as shown by a plat thereof recorded in Plat Book 6 at Page 3 in the office of the Chancery Clerk of Madison County, Mississippi.

ALSO LESS AND EXCEPT that portion of the NW 1/4 of Section 22 South of the Old Johnson Ferry Road upon which a cemetery or cemeteries are now located.

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 usage of the herein described property and any encroachments that might be evidenced by a survey of the above described property.

Taxes for the year 1979 will be prorated between the parties as of September 24, 1979, and the grantees, by acceptance

of this deed agree to assume all ad valorem taxes assessed against the above described property for the year 1980 and all subsequent years.

, WITNESS THE SIGNATURE OF the Grantors, on this 10 th day of Kletoker , 1979.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, W. F. Dearman, Jr., Grady McCool, Jr. and Robert C. Travis, who acknowledged to me 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 of October, 1979.

My Commission Expires: My Commission Expires July 30, 1884

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Gus Primos, who acknowledged to me that he signed and delivered the above and foregoing warranty deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this of October, 1979.

My Commission Expires: My Commission Expires July 30, 1981

STATE OF MISSISSIPPI, County of Madison:

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BILLY V. COORER, Clerk

## 165 au 414

#### WARRANTY DEED



RABA

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, CARROLL RICKS LEE, Grantor, do hereby convey and forever warrant unto C. C. McCULLOUGH, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

TRACT I- A parcel of land containing 2 acres more or less lying and being situated in the S\(^2\), of the NE\(^2\) of Section 23, Township 9 North, Range 2 East, Madison County, Ms. and more particularly described as commencing at the SE corner of the SW\(^2\) of the NE\(^2\) of said Section 23, run N O degrees 02 minutes 17 seconds E along the east line of the said SW\(^2\) of the NE\(^2\) 757.74 feet to the point of beginning, and from said point of beginning run N 89 degrees 57 minutes 31 seconds W 67.54 feet to a point; thence north 191 feet to a point; thence S 89 degrees 57 minutes 31 seconds E 456.13 feet to a point; thence south 191 feet to a point; thence N 89 degrees 57 minutes 31 seconds W 388.59 feet to the point of beginning.

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

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1979, which shall be prorated as follows, to-wit: Grantor 10/12ths , Grantee 2/12ths .
- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976 and recorded in Minute Book AL at Page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- $^{\circ}$  3. Reservation and/or conveyance by prior owners of oil, gas and other mineral rights.

WITNESS MY SIGNATURE on this the 11th day of October 1979.

Carroll RICKS LEE

100x 165 nos 415 STATÉ OF MÍSSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority, in and for the jurisdiction above mentioned, the within named CARROLL RICKS LEE, 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 11th day of , 1979.

COMMISSION EXPIRES:

October 6, 1981.

STATE OF MISSISSIPPI, County of Madison:

# WARRANTY DEED BOOK 165 Page 416

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, J. P. SARTAIN, do hereby convey and warrant unto HENRY ADAMS and LIBBY ADAMS d/b/a L & H: " ADAMS BUILDERS, the following described property lying and being situated in the Town of Madison, Madison County, Mississippi, to-wit:

Lot 107 of Stonegate, Part III, a subdivision in the Town of Madison, Mississippi, as shown by plat or map thereof on file and of record in Plat Slide B-31 of the records of the Chancery Clerk of Madison County, Mississippi.

The property herein conveyed is subject to those certain protective covenants recorded in Book 453 at Page 515 of the aforesaid records; also subject to easements reflected by the aforesaid plat of said subdivision; and also subject to the Zoning and Subdivision Regulation Ordinances of the Town of Madison.

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

Taxes for the year 1979 shall be pro-rated.

WITNESS my signature, this the day of October, 1979

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Given under my hand and official seal this the 5th day of October, 1979.

CSEALS (SEAL)

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk 1) Wirght

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## MOOK 165 PIE 4.77 WARRANTY DEED

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| receipt of a   | all of which is he   | ereby acknow   | Nedged,  |  | POX  |
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| hereby sell,   | , convey and warra   | nt unto <u>D</u>   | WIGHT K. RU  | DDER   |  |
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| Madison  | County   | ·. •   | ;  | Mississippi, to  | o-wit:   |
| accordi<br>and of<br>Madison   | Block C, TRACELA<br>ng to the map or<br>record in the off<br>County at Canton<br>Book 5 at Page 4                                    | plat thereo<br>ice of the<br>, Mississip                               | f which is<br>Chancery Cl                                      | on file<br>erk of  | ٠  |
| which is on aforesaid, a by the Grant  | e is excepted from Mid State Mortgag  file and of record in the indebtedne tees. For the same to the Grante                          | e Company d in the of ess secured ne considera                         | fice of the  | c Chancery Cleried of Trust is a   | k<br>assumed   |
| and to all e   | scrow funds now h  | ield on depo   | sit in conn  | ection with the  | 9  |
| aforesaid De<br>policy now i   | ed of Trust and t<br>in force and effec  | the unexpire   | d portion o  | of the hazard in<br>described proper   | nsurance<br>rtv  |
| year have be<br>said taxes a<br>incorrect, t<br>assigns any<br>agree to pay<br>Excep   | agreed and under en prorated as of the actually deter then the Grantors deficit on an actual to the Grantors of the from the warr    | this date mined, if t agree to pa ual prorati or their as              | on an estime the proration of the Groot on. Likewi signs any a | nated basis, and as of this department or their se, the Grantee mount overpaid | i when ate is for a second sec |
| easements, r<br>affect the a   | rights of way and<br>bove-described pr   | mineral res<br>operty.   | ervations o  | of record which  |  |
| WITNE  | SS OUR SIGNATURES  | this the   | 4th day of   | October,   | 19 <u>79</u> .   |
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| Kathleen   | 27.auton   | <u>/</u>   | - The  | that alle  |  |
| KATHLEEN F.  | AXTON  |  | PHILBERT A   | ALLEN AXTON  |  |
| Person for the juring and wife, Kome that the of writing of the of writing of the of t | SISSIPPI, COUNTY onally appeared be sdiction aforesai ATHLEEN F. AXTON ey signed and on the day and yea I UNDER my hand an er , 1979 | fore me, th<br>d, the with<br>delivered t<br>r therein m<br>d official | in named <u>f</u><br>he above an<br>entioned.                  | PHILBERT ALLEN A<br>, who acknowled<br>id foregoing ins                        | AXTON<br>laed to   |
| 10 / Marie<br>12 / 10 / 10 / 10 / 10 / 10 / 10 / 10 /  | 9 1977 (1)<br>2017 (1)<br>1771 (1)   |  | OG.  | atte Ra  |  |
| My commissio<br>February 167   | n expires:   |  | . N  | OTARY PUBLIC   | <u> </u>   |
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| ord in my office   | Clerk of the Chancery C  | ours of said Cou   | nty, certify that  | the Within Instrument  | was filed<br>⊶M:, and  |
|  | day of OCT   | 1 7 19/9   | 19 Boo   | ok No/ Son Page .  | ۰۰۰۰۰, alia<br>۲./. () in  |
| ice  | of seal of office, this the  |  | 7 1975   | , 19   | ~~~ .  |
|  |  | ` _  | > BILLY V  | . COOPER Clerk   | •  |
| A STATE OF THE PARTY OF  | ••   | Ву.,   | · • · · · · · · · · · · · · · · · · · ·                        |  | , D. C.  |
|  |  |  |  |  |  |

## MODK 165 AVE 418

QUITCLAIM DEED

(GDEXED

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, HUDSUT REDD, the husband of the grantee herein, do hereby disclaim, convey and quitclaim unto my wife, DORISTINE HILLIARD REDD all of my right, title and interest in and to that real estate situated in the Town of Madison, Madison County, Mississippi, described as:.

A lot or parcel of land fronting 100 feet on the North side of Dorrah Street, lying and being situated in the SE 1/4 of Section 7, Township 7 North, Range 2 East, Town of Madison, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point on the North line of Dorrah Street that is 325 feet N 89°02'W of the SW corner of Scott Subdivision as recorded in Plat Book 5 at Page 18 in the records of the Chancery Clerk of Madison County, Mississippi, and run N 00°09'E for 150 feet to a point; thence S 89°02'E for 100 feet to a point; thence S 00°09'W for 150 feet to a point on the North line of Dorrah Street; thence N 89°02'W along the North line of Dorrah Street for 100 feet to the point of beginning.

WITNESS my signature, this 29th day of August, 1979.

STATE OF MISSISSIPPI COUNTY OF HINDS

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

ven under my hand and official seal this the

(SEAL)

My commission expires: MA COMMISSION CLALAR TOTAL SE 1081

STATE OF MISSISSIPPI, County of Madison:

was duly recorded on the ..... day of .OCT. 1.7. 1979 ....... 19 ...... Book No/ 6 Son Page . 4/ 8. in 

BILLY V. COOPER, Clerk

. . . . . D. C.

QUITCLAIM 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, THOMAS H. EAVES and DIANE G. EAVES a/k/a DIANE T. EAVES, Grantors, do hereby remise, release, convey and forever quitclaim unto THOMAS H. EAVES and wife, DIANE T. EAVES, Grantees, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit: .

Lot 8 Pine Hill Acres Subdivision, Madison County, Mississippi, as per Plat Slide A-129 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the 34 day of October, 1979.

a Diane T.

STATE OF MISSISSIPPI -COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, THOMAS H. EAVES and DIANE G. EAVES a/k/a DIANE T. EAVES, who acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the My day

COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

المجاونة المراجعة

TE OF MISSISSIPPI, County of Madison:

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

BILLY V. COORER, Clerk

. ., D. C.

# MOOK 165 WE 420 . MIDEXED

RARS

## WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, JOSIE DESKIN, Grantor, does hereby convey and forever warrant unto ROOSEVELT JONES and wife, ORA LEE JONES, Grantees, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 66 feet on the North side of West Academy Street, being more particularly described as beginning at a point that is 134 feet west of the intersection of the west line of South Union Street with the north line of West Academy Street, and from said point of beginning run North 138.33 feet to northeast corner of lot being described; thence running West 66 feet, parallel to the north line of West Academy Street, thence running South 138.33 feet to the north line of said street, thence running East 66 feet along the north line of said Academy Street to the point of beginning, being a part of Lots 12 and 14 on the west side of South Union Street, according to 1898 George & Dunlap Map of the City of Canton. The above described property being the same property as conveyed to Mrs.

Josie S. Deskin and recorded in Deed Book 88 at page 121 in the records of the Chancery Clerk of Madison County, Mississippi.

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

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1979, which are liens but are not yet due and payable.
- 2. City of Canton, Mississippi Zoning Ordinance of 1958, as amended.
- 3. The reservation by predecessors in title to any and all oil, gas and other minerals in, on and under the subject property.

WITNESS MY SIGNATURE on this the 114 day of October, 1979.

BY: Mrs. Josie Deskin

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in

MOOK 165 PAGE 421

and for the jurisdiction above mentioned, MRS. JOSIE DESKIN, who acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the // day of October, 1979.

COMMISSION EXPIRES:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 12. day of ... Office the chancery Court of said County, certify that the within instrument was filed for record in my office this 12. day of ... Office the chancery Court of said County, certify that the within instrument was filed for record in my office this 12. day of ... Office the chancery Court of said County, certify that the within instrument was filed the chance of the chance of the chancery Court of said County, certify that the within instrument was filed the chance of the chan

### QUITCLAIM DEED

rook 165 aus 422

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and MOEXEQ sufficiency of which is hereby acknowledged, I, PAMELA J. SHOOK, do hereby sell, convey and quitclaim unto WILLIAM B. SHOOK all my right, title and interest in and to the land and property situated in Madison County, Mississippi, and described as follows, to-wit:

"Lot Forty-Nine (49), PEAR ORCHARD SUBDIVISION, PART FOUR (4), according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County in Canton, Mississippi, in Plat Book 5 at Page 53 thereof."

WITNESS MY SIGNATURE, this the Aby day of October, 1979.

STATE OF MISSISSIPPI COUNTY OF HINDS::::

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named PAMELA J. SHOOK, who acknowledged to me that she signed and delivered the foregoing Quitclaim Deed for the purposes therein stated on the date therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the Aday of October, 1979.

My Commission Expires: My Commission Expires Nov. 8, 1980

ş

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

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, FANNIE LUCKETT, unmarried, do hereby convey and warrant unto MISSISONARY SERVANTS OF THE MOST . BLESSED TRINITY the following described property lying and being situated in Madison County, Mississippi, to-wit:

Approximately 1.06 acre in SW 1/4 of SW 1/4 Section 8, Township 10 North, Range 5 East, described as follows: Begin at Northeast Corner of said SW 1/4 SW 1/4 and run southerly 450 feet along old fence line, thence run North 89 degrees 30 minutes west 435 feet along south bonadary of Larry D. Chesser lot and Catherine Harris lots to northeast corner and point of beginning of the 1.06 acre lot being described, then continue North 89 degrees 30 minutes/103 feet to southwest corner of said Catherine Harris lot, thence run North 6 degrees W 50 feet along west boundary of said Harris lot to an iron pin, thence run S 60 W 113 feet along south boundary of proposed access road to northwest corner of the lot being described, thence run S 6 degrees E 220 feet to an iron pin, thence run S'89 degrees 30 minutes E 209 feet to an iron pin, thence run N 6 degrees W 229 feet to point of beginning.

Grantee agrees to pay the 1979 ad valorem taxes.

WITNESS MY SIGNATURE, this 12th day of October, 1979.

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state aforesaid, the within named FANNIE LUCKETT, who acknowledged to me that she signed and delivered the foregoing instrument on the day and year therein mentioned as and for her act and deed.

. GIVEN UNDER MY HAND and official seal, this /2 day of October,

MY COMMISSION EXPIRES: 1-7-80

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 

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

By Hosmith Vannig .... D.C.

# MOOK 165 PAGE 424



Sena

WHEREAS, the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, is the owner and holder of the following real estate deed(s) of trust, securing an indebtedness therein mentioned, and covering certain real estate hereinafter described located in Hadison County

| Waster HereIHAI                     | ter described located in                                       | Nadison               | County,            |
|-------------------------------------|--|-----------------------|--------------------|
| mississippi, sat<br>of the Chancerv | id deed(s) of trust being<br>Clerk in and for said Co          | duly recorded in      | the office         |
|                                     | oreta in and for said co                                       | oncy and State:       |                    |
| GRANTOR(S)                          | DATE EXECUTED  | BOOK *                | PAGE               |
|                                     | •  |                       | <del> </del>       |
| T. J. Marshall a                    | <del></del>  |                       |                    |
| Ruby P. Marshall                    | . ' June 23, 1977  | 431                   | 68                 |
|                                     | t  | •                     | •                  |
| And default                         | having been made in the  | payment of said       | indebtedness;      |
| And the lini                        | ted States of America, a                                       | a Ranafiata L         |                    |
| and instructed t                    | he Trust   | ee to foresiess :     | ving authorized    |
| trust by adverti                    | sement and sale at publi                                       | c suction as read     | aru deed(s) of     |
| ,                                   | no posta   | and and and rede      | rrea by taw; ,     |
| The said Tr                         | ustee caused a due notic                                       | e to be published     | in the             |
| <u> Madison County H</u>            | erald , a newsp<br>, said County an<br>19 79 , posted a like n | aper published in     | the City of        |
| Canton                              | , said County an   | d State, and on       |                    |
| September 6 ,                       | 19 79 , posted a like n  | otice on the bull     | etin board of'     |
|                                     |  |                       |                    |
| rangs nerernarce                    | r described would on Oc  | coper T               | 1979 ha            |
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| pidger for cash                     | by virtue of the authoric                                      | ty vested in the      | cold Twuston has   |
| sald deed(s) of                     | trust: which said notice                                       | was published in      | enid nevensees     |
| in the issues or                    | September 6 , September 6                                      | ember 13 , Sept       | ember 20 , and     |
| September 27 ,                      | 19_79  |                       | , 1 1              |
| And ended to                        | ndo hausus barr bu (   |                       |                    |
| 979 at 6100                         | nds having been by said  | rustee on <u>Octo</u> | ber 1              |
| leed(s) of trust                    | en o'clock A.M., in the r                                      | manner prescribed     | in and by said 🥍   |
| deciseinni and                      | , and in accordance with                                       | the laws of the       | State of           |
| effered for cale                    | at the place aforesaid   | in pursuance of s     | aid notice,        |
| Florence E. No.                     | at public auction to the                                       | nignest bidder        | for cash, and      |
| herefor and have                    | Gregor<br>ing bid the sum of Tyelve                            | naving been the       | nighest bidder     |
| and no/100                          | Dollars (\$ 12,525.00  | -ACKA LL              | unarea Iventy 11ve |
| Florence E. McG                     | regor ASC was dul  | y deal and the        | 310                |
|                                     | was du   | ry decrared the b     | urchaser Energor:  |
| NOW, THEREFO                        | ORE, in consideration of                                       | the sum so hid        | т                  |
|                                     |  |                       |                    |
| ell to the said                     | Florence E. McGregor .   | THE PAR               | following and      |
|                                     |  |                       |                    |

described land situated in County, Mississippi,

Lot 2, Block "C", Magnolia Heights, Part 1, A Subdivision of Madison County, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at Page 4 thereof, reference to which is hereby made in aid of and as a part of this description

**EXCEPTIONS:** 

(1) Exception of any and all interest in all oil, gas and other

minerals in, on and under above described property.

(2) All easements affecting the above described property for the installation, construction, operation and maintenance of sewer lines. as shown on the aforementioned plat of said subdivision reference to which hereby made.

(3). Right-of-way granted to Mississippi Power and Light Co. construction, operation, and maintenance of electric circuits by instrument dated January 2, 1950, and recorded in Book 46 at Page 169 in the Office of the aforesaid Clerk.

'(4) The terms, conditions and reservations contained in that certain deed dated January 30, 1950, and recorded in Book 45 at Page 348, and in that certain deed given to correct the same which is recorded in Book 46 at Page 114, 115, in the Chancery Clerk's Office of Madison County, Mississippi.

(5) The reservation and exception of an easement over end across a strip of land five feet evenly in width off of the East end of the above described property for the installation, construction, operation and maintenance of an underground telephone cable.

(6) The lien of Persimmon-Burnt Corn Water Management District, under and pursuant to a decree of the Chancery Court of Madison County, Mississippi, filed March 26, 1962, and recorded in Minute Book 37-at Page 524 of said Court, and all taxes and assessments levied for and on behalf of such drainage district for the year 1967 and subsequent years.

(7) The Madison County Zoning and Subdivision Ordinance of 1964, adopted April 6, 1964, and recorded in Supervisor's Minute Book 266.

184 184 1 1/d

800x 165 Page 426

being the same property described in said deed(s) of trust and the same property sold and purchased at said sale.

IN WITNESS WHEREOF, I have caused these presents to be signed the day of October TRUSTEE Duly authorized to act in the premises by instrument dated and recorded in Book 431, Page 68, of the records of the aforesaid County and

#### ACKNOWLEDGMENT

STATE OF MISSISSIPPI COUNTY OF Madine

and State afore

Given under my hand this /5t day of \_\_\_\_\_\_

My Commission Expires: 0/3/83 -

STATE OF MISSISSIPPI, County of Madison: 37 CF. CHANGE

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| County of Madison )  |                  |                                       |  |   |
| Country of 122013011   |                  |                                       |  |   |
|  |                  |                                       |  | •   |
| Personally appeared before   | me, the u        | idersigned                            | authority in   | and for                                   |
| the aforesaid County and S   | tate,            | Gary H                                | ~ e  | ,   |
| publisher of the Madison   | County_Hera      | ald /, a                              | newspaper pu   | blished in                                |
| the City of Canton   |                  | in said Co                            | inty and Sta   | te who on                                 |
| oath deposes and says that   | the public       | cation, of                            | which the an   | nexed elin                                |
| is a true copy, was publis   | hed in said      | 1 nevenanar                           | for 4 conce  | autina madra                              |
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| In Vol. <u>87</u> In Vol. <u>87</u>  | , No             | 34                                    | , dated  | <u> 9-6-79</u>                            |
| In Vol. 87   | , No             | <u> 37</u>                            | , dated  | 9-13-79                                   |
| in vol   | No.              | 38                                    | , dated  | 9-20-79                                   |
| In Vol87   |                  | 39                                    | . dated  | 9-27-29                                   |
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| Subscribed and sworn to be   | fore me thi      | s 27-                                 | یگرے day of  | meintail.                                 |
| 19 <i>79</i> .   |                  |                                       | 72   |   |
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| My Commission Expires: My  | Commission Expir | es May 27 1022 -                      | *****  | 3. 40 m. 36 de                            |
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|  | *                |                                       | , سرک  | J. J.                                     |
| State of Mississippi )SS   |                  |                                       | نَّهُ.   | mm & /                                    |
| County of Madison )  | •                |                                       | `¥'  | -44                                       |
| ,  |                  |                                       |  | ' 3                                       |
| Freddie E. Robertson   |                  |                                       |  | 1   |
|  | ,                | being first                           | duly sworn   | on oath                                   |
| deposes and says that he is  | s the Count      | y Superviso                           | or in the  | Madison                                   |
| . County Office of the Farmer  | rs Home Adm      | inistration                           | , United St  | ates Depart-                              |
| ment of Agriculture; that o  | on the 6th       | day of                                | September  | . 1979                                    |
| as Trustee.  | he posted        | a copy of t                           | he Notice a  | nnexed to the                             |
| foregoing Publisher's Affic  | levit on th      | e bulletin                            | hoard of the   | a County                                  |
| Courthouse in Canton   |                  | Mississi                              | DOGLA OF CH  | e country                                 |
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) ) ss: State of Mississippi County of Madison

104 ... 7. 7. 7.

Freddie E. Robertson , being first duly sworn on oath, deposes and says that he is the Madison County Supervisor for the Farmers Home Administration, United States Department of Agriculture; that as \_\_\_\_\_\_\_ Trustee, he was authorized and instructed by the Beneficiary to foreclose certain deed(s) of trust by advertisement and sale; that he acted as auctioneer for the sale of the premises described in the notice annexed to the foregoing Publisher's Affidavit and that pursuant to such Notice of Sale, he sold said premises at public auction at the place and at the time of sale mentioned therein, to-wit:

- 2 -

At the hour of eleven o'clock A.M., on the <a href="Ist\_day">Ist\_day</a> of <a href="October">October</a>, 19 79 , at the front door of the County Courthouse in the aforesaid County where said premises are situated; and that said premises were then and there purchased by <a href="Florence E. McGregor">Florence E. McGregor</a>, said purchaser being the highest bidder, and said sum being the highest sum bid; and deponent further says that said sale was conducted fairly, honestly, and according to the terms of said deed(s) of trust and the laws of the State of Mississippi, and that to the best of his knowledge and belief, the Grantor(s) are not members of the Armed Services of the United States of America.

Teelle Exalulor Freddie E. Robertson

Subscribed and sworn to before me this \_ lst day of October

(S'E'A/L)

My Commission Expires:

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经保险价值 经现代证券

WHEREAS, the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, is the owner and holder of the following real estate to owner and holder of the following real estate in mentioned and covering certain real estate hereinarter described located in Madison County, Mississippt, said deed(st) of trust being duly recorded in the office of the Chencery Clerk in and for said County and State:
GRANTOR(S)

T. J. Marshall and Ruby P. Marshall;
DATE EXECUTED
June 22, 1977
TRUST DEED BOOK, 421

WHEREAS, default has occurred in the payment of the indebtechess secured by said deed(s) of trust, and the United States of America, as Beneficiary, has subtorized and instructed me as Trustee, to foreclose said deed of trust by advertisement and sale at public auction in accordance with the statutes made and provided incretor, in the statutes made and provided incretor, the said deed of irust and the contained in said deed of irust and in accordance with the statutes made and provided incretor, the said deed of irust will be foreclosed and the property covered thereby and hereinafter described will be sold at public auction to the highest bidder for cash at the front door of the county courinouse in the town of Canton, Mississippi, in the aforesaid County at eleven—of cack, M., on the istate of trust.

The premises to be sold are described as:

The premises to be sold are described as:

The premises to be sold are described as:

Lot 2. Block "C", Magnotia Heights, Part 1, A
Subdivision of Madison County, Mississippi,
according to a map or plat thereof on file and of
record in the Office of the Chancery Clerk of
Madison County, Mississippi, in Plat Book 5 at
Page 4 thereof, reference to which is hereby
made in aid of and as a part of this description.
EXCEPTIONS:

(1) Exception of any and all interest in all oil,
gas and other minerals in, on and under above
described property,

(2) All, easements affecting the above
described property for the installation, construction, operation and maintenance of sewer
lines as shown on the aforementioned plat of
sald subdivision reference to which hereby
made,

(3) Right of way granted to Mississippi Power

ince as shown on the storementioned plat of said subdivision reference to which hereby made.

(3) Right-of wey granted to Mississippi Power and Light-Co, for construction, operation, and maintenance of electric circuits by instrument dated January 2, 1930, and recorded in Book 46 at Page 1816 in the Office of the aforesaid Clerk, (4). The terms, conditions and reservations contained in that certain deed dated January 30, 1950, and recorded in Book 43 at Page 314, and in that certain deed given to correct the same which is recorded in Book 43 at Page 114, 115, in the Chancery Clerk's Office of Madison County, Mississippi, (5), The reservation, and exception of ancestment over and across a strip of land five feet evenly in width off of the East and of the show described property for the installation, construction, operation and maintenance of an underground telephone cobleans.)

MOOK 165 PLOE 429

(6) The iten of Persimmon-Burnt Corn Water Management District, under and pursuant to a decree of the Chancery Court of Madison County, Mississippl, filled March 26, 1962, and recorded in Minute Book 37 at Page 23 of said Court, and all taxes and assessments tevied for and on behalf of such drainage district for the year 1967 and subsequent years (7) The Madison County Zoning and Subdivision Ordinance of 1964, adopted April & 1964, and recorded in Supervisor's Minute 1964, and recorded in Supervisor's Minute 1964, and recorded to Subdivisor's Minute 1964, and recorded to Subdivisor's Minute 1964, and recorded to act in the premises by in strument dated June 23, 1977, and recorded in Book 431, Page 68, of the records of the atcressid County and State.

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66

## MARRANTY DEED

RASA

FOR and in consideration of Ten and no/100 (\$10.00)

Dollars cash in hand paid me, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, Annie Mae Jones Smith, do hereby sell, convey and warrant unto Glake Hill and wife, Marva W. Hill, as joint tenants with the full rights of survivorship and not as tenants in common, the following described property located and being situated in Madison County, Mississippi, to-wit:

Approximately 1,28 acres of land on the North Side of State Highway #16, and SE½ of SW½ Section 14-T9N-R3E, described as follows: Begin at Northwest corner of said SE½ of SW½ and run East 157.63' along fence line to Northwest corner and point of beginning of the 1.28 acre tract being described; same point being the Northeast corner of Enoch Catchings home lot, and from said point of beginning run East 110.5' along a fence, thence run South 486.5' to North boundary of said State Highway #16, thence run S70 degrees West 117.7' along the North boundary of said Highway #16 to the Southeast corner of Enoch Catching home lot, as surveyed by Robert M. Case, thence run North 524.1' along East boundary of said Catchings lot. To the point of beginning. There is attached hereto and made a part hereof a copy of the survey of Ellis Henderson, dated 9-28-79.

This conveyance is made subject to any and all rights of way, easements, reservations, covenants, reservations, conditions and rights appearing of record and subject to any state of facts which an accurate survey would show. This property is no part of the homestead of the grantor.

It is conveyed subject to the Zoining Ordinances of Madison County, Mississippi.

The grantor acquired her interest in the said property by and through the Will of Lula B. Jones, recorded in Will Book 14, Page 324, and Will of Alma E. Jones, recorded in Will Book 16, Page 184, being records in the Office of the Chancery Clerk in and for Madison County, Mississippi.

Signed by me on this 12 day of October, 1979.

inne that freezen

STATE OF MISSISSIPPI

COUNTÝ OF MADISON

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, Annie Mae Jones Smith who acknowledged that she did sign and deliver the above and foregoing instrument on the day and year therein set out.

Witness my signature and seal of office this 12ct day of

My Commission Expires: 4-26.82

Notary Public

OF SEL OFSWI T9H-K3E".. Glade Hill Horne Lot. After 12 AC State OF MISSISSIPPI County of madison Approximately 1 to ofe of Land on the Hould Sid- OF Slife Hopkery WIL in Est OF Sait Sulfage 14- TAN-K3E HOW OWNED By Annie mise Some Emith, Soing Bought By Glats Hill. Described As Following, BEGIN At Hornguest Corner of Soil 584 OFSWIF And Kon Bet. 1572 Hory France Line to Horthwest Course And Point of Beginning of the 128 the truck Doing Described. Fame Frint Deing the Horthest Course OF sinds Cotchings Home lot And From Said Point OF arginning - Run Est 1105 Hong Fance, House Kun South 1865 to Klosty Boundary OF Sout State High way #16, thense Run. Stoll 1172 Along the Horth Boundary or Soul thinkey H 16. to the Sourgest Corner of Ench Catchings . Home Lot, As Survived By Robert , M. Case, Harte Kom Horth 5212.

Along East Boundary of Evil Catchings Lit.

To Point of Beginning.

50000160 By Elle Nordorson 7- 28-79 45 # 1109



STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPERS Clerk
By. D. S. Willer

(d

## 165 mg 433

WARRANTY DEED

IGDEXEQ

RING

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, SUGAR CREEK DEVELOPMENT CORPORATION, a Mississippi Corporation, does hereby sell, convey and warrant unto J. VANCE WISE and HILLARY A. ELLIS, as joint tenants with full right of survivorship and not as tenants in common, the following described property situated in the County of Madison, State of Mississippi, being more particularly described as follows, to-wit:



Commencing at the SW corner of the NE.1/4 of Section 20, Township 8 North, Range 2 East, Madison County, Mississippi, thence run North 00°27' East for 1,258.12 feet, thence run South 89°29' East for 531.80 feet to the POINT OF BEGINNING of the following described property.

Thence run South 89°29' East for 270.70 feet, thence run South for 1,221.37 feet, thence run North 89°52' West for 270.69 feet, thence run North for 1,223.18 feet to the POINT OF BEGINNING.

The above described property is located in the SW 1/4 of the NE 1/4 of Section 20, Township 8 North, Range 2 East, Madison County, Mississippi, and contains 7.60 acres, more or less.

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

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

THIS CONVEYANCE is made subject to the first Deed of Trust to P. W. Bozeman, Dudley R. Bozeman, E. R. Hines and Lloyd R. Smith, recorded in the office of the aforesaid Chancery Clerk in Book 456 at page 150.

THE GRANTOR herein retains a vendor's lien for the securement of the purchase price of the property. Said purchase price is secured by a second Deed of Trust on said property. Upon full payment of the purchase price by the Grantees herein, the Grantor agrees to release said second Deed of Trust and said release of said second Deed of Trust shall constitute a release of the vendor's lien herein.

THE GRANTOR herein agrees that upon the payment in full of the purchase price by the Grantees herein, the Grantor shall secure a full and complete release of subject property from the aforesaid first Deed

THIS CONVEYANCE is also made subject to that certain right-of-way to Mississippi Power and Light Company and to that certain road rightof-way to Madison County.

GRANTOR herein reserves a ten (10) foot easement along the South side of subject property for the installation and maintenance of utilities

GRANTOR herein reserves one-half (1/2) of any and all oil, gas and other minerals in, on and under the above described property not formerly reserved by predecessors in title.

WITNESS THE SIGNATURE of Sugar Creek Development Corporation, by and through its duly authorized officer on this the 11th day of October, 1979.

SUGAR CREEK DEVELOPMENT CORPORATION

STATE OF MISSISSIPPI COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named DAVID COX, who acknowledged to me that he is Vice President of SUGAR CREEK DEVELOPMENT CORPORATION, a Mississippi Corporation, and that he, as a duly authorized agent of said Corporation, for and on behalf of said Corporation, did sign and deliver the above and foregoing instrument of writing on the date therein set forth for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11th day of October, 1979

Commission Expires:

STATE OF MISSISSIPPI, County of Medison:

, IK

MIDEXED

6102

MARRANTY 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, DOUGLAS O. WHITTINGTON, SR. and wife, MARY A. WHITTINGTON do hereby sell, convey and warrant unto EDITH ROSEMARY WHITTINGTON a life estate in the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Being situated in the SE 1/4 of Section 21 and in the NE 1/4 of Section 28 T8N, R2W, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

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

S 88 degrees 28' W, 377.33 feet; S 76 degrees 56' N, 61.90 feet; S 64 degrees 53' N, 52.89 feet; S 46 degrees 22' 29" W, 45.68 feet

to the POINT OF BEGINNING for the parcel herein described; thence N 66 degrees O2 minutes 49 seconds W, 1546.89 feet to an Iron Pin; thence S 1 degree 17 minutes 39 seconds E, 731.23 feet to an Iron Pin; thence S 72 degrees 45 minutes 45 seconds E, 1440.87 feet to a point in the center of a local gravel road; thence meander Northerly along the said center of a local gravel road as follows:

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

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

WITNESS OUR SIGNATURES this the May of October, 1979.

Woughs O White

Mary A. Whittington

STATE OF MISSISSIPPI COUNTY OF HINDS

October, 1979.

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, DOUGLAS O. WHITTINGTON and wife, MARY A. WHITTINGTON, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

Witness my signature and official seal of office this the

NOTARY PUBLIC

My commission expires: 6/26/82

STATE OF MISSISSIPPI, County of Madison:

(\$10:00), cash in hand paid; the assumption by the grantees of that certain indebtedness held by MACNOLIA FEDERAL SAVINGS AND LOAN ASSOCIATION and secured by a deed of trust on file and of record in the office of the Chancery Clerk of Madison County.

State of Mississippi, in Deed of Trust Book 388 at page 473; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, MERRILL LYNCH RELOCATION MANAGEMENT, INC., a corporation existing under and by virtue of the laws of the State of California, does hereby sell, convey and warrant unto LUTHER A. BYRD and MILDRED E. BYRD, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

A parcel of land known as Lot 88, Natchez Trace Village, a plat of which is attached as an exhibit to a Deed recorded in Land Record Book 126 at Page 959 in the office of the Chancery Clerk of Madison County, Mississippi, and being more particularly described by metes and bounds as follows, to-wit:

Commence at the southeast corner of the Z.A. Davis property, as recorded in Deed Book 119, page 162 of the Chancery records of Madison County, Mississippi, and rum thence south 80 degrees 53' East 55.38 feet to the east right of way line of a 50' wide street, and the point of beginning for the property herein described; run thence north 72 degrees 20' East 183.2 feet; run thence south 2 degrees 50' East 156.4 feet; run thence south 63. degrees 13' West 123.3 feet to the east right of way line of the aforesaid 50' wide street; run thence north 26 degrees 09' west along the east right of way line of said street 123.2 feet to the beginning of a 22.7762 degree curve in said east right of way line, said curve having a radius of 251.56 feet; run thence northwesterly along the arc of said curve 49.6 feet to the point of beginning; and being situated in the SE 1/4 of Section 15, Township 7 North, Range 2 East, Madison-County, Mississippi.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated.

AS A PART of the consideration above mentioned, the undersigned hereby transfer unto said grantees or their assigns any and all escrow accounts now being held by mortgagee or its

# 1004 165 PME 438

agents for the benefit of the undersigned.

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

|                       | IN WITNESS WHEREOF   | , the undersigned has caused this  | 5                    |
|-----------------------|--|--|----------------------|
|                       | instrument to be executed by   | its duly authorized officer this   |                      |
|                       | 5th day of actober   | _, 1979.   |                      |
|                       |  | MERRILL LYNCH RELOCATION MANAGEME  | *****                |
|                       | ·  | THE PROPERTY OF THE PROPERTY O | MI, INC.             |
|                       | •  | And .  |                      |
|                       | - <b>1</b>   | BY: ( first (blastgon)   | isc.                 |
|                       | 2  | Assastant Secretary  | ينا ريان الله        |
| _                     | ·  | الله الله الله الله الله الله الله الله  |                      |
|                       | STATE OF TEXAS   | ·c ·   |                      |
| . (                   | COUNTY OF HARRIS   | a second   | 013                  |
|                       | 1  | gund.  | , =#<br> *           |
|                       | PERSONALLY came and  | appeared before me, the undersi  | gned                 |
| а                     | uthority in and for the juri   | sdiction aforesaid, and while wi   | thin                 |
| π                     | $\mathbf{y}_{\downarrow}^{'}$ official jurisdiction, the   | within named Janet Albertson   | 24. Te 4.24.24       |
| _                     | **   | ly known to me to be the Assista   | nt /                 |
| _                     | 1  | thin named MERRILL LYNCH RELOCAT   |                      |
| M                     | ANAGEMENT, INC., who acknowl   | edged that she signed, sealed  | and -                |
| đ                     | elivered the above and foreg   | oing instrument of writing on the  | -                    |
| đ                     | ay and for the purposes ther   | ein mentioned for and on behalf  | · .                  |
| S                     | aid corporation and as its or  | wn act and deed, she having be   | or                   |
| f                     | irst duly authorized so to de  | she naving be  | en                   |
|                       |  |  | _                    |
| Orti                  |  | E AND OFFICIAL SEAL OF OFFICE THI  | (S                   |
| 1.1                   | HE 5th DAY OF October  | , 1979.  |                      |
|                       | •  | . 0  |                      |
|                       | •  | Durbera Lops   | /                    |
| ••                    |  | NOTARY PUBLIC  |                      |
| My                    | Commission Expires:  | BARDARA LOFEZ  | Stancers to          |
| _                     |  | Notary Public in Harris County, Texas My Commission Expires August 1, 1987   |                      |
|                       |  | Section Expires Wilding F 1881.  | . A : A :            |
|                       |  |  | 以次法                  |
|                       | angesto esta att.  |  | . 14:14              |
|                       | Jan  | عد عد الآم الآم الله عدد الله الله الله الله الله الله الله ال   | ***********          |
| 07.070                | March 1977 Comment   | And the second seco   | 4 40                 |
| STATEOFMI             | SSISSIPPI, County of Madison:  | * * * * * * * * * * * * * * * * * * *  |                      |
| I, Billy V            | Cooper, Clerk of the Chancery Court of   | said County, certify that the within instrument  | was filed            |
| int tecota in u       | ly office this : day of  | f said County, certify that the within instrument  | . M., and            |
| thu affina            | The state of the s | 47 U   | ැපි. 2 <sub>in</sub> |
| Witness m             | y hand and seal of office, this the  | fr. 1961 27 1865 46 C  |                      |
| agenter a varê.<br>Ma | م المعالية المالية   | BILLY V. COOPER CLAR   |                      |
| المشهاء               | Day See yes  | BILLY V. COOPER, CLIPK By  | D. C.                |
|                       |  |  |                      |

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash paid in hand and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, BRYAN HOMES, INC., a Corporation, acting by and through its duly and legally authorized officer, does hereby sell, convey and warrant unto CECIL FLOYD, an unmarried person, the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Lot One Hundred Three (103) of LONGMEADOW SUBDIVISION, PART THREE (3), a Subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, on Map Slide B-29, reference to which is hereby made.

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

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 Grantor agrees to pay to the Grantee or his assigns any deficit on an actual provation, and likewise the Grantee agrees to pay to the Grantor or its assigns any amount overpaid by it.

WITNESS the signature of BRYAN HOMES, INC., by its duly authorized officer, this the 11th day of OCTOBER, A. D., 1979.

BRYAN HOMES, INC.

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, Steve 13242 , who acknowledged before me that he is the resident of BRYAN HOMES, INC., a Corporation, and that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as the act and deed of said Corporation, he having been first duly authorized so to do.

rst duly authorized so to do.

GIVEN under my hand and official seal, this the lith day of OCTOBER, A.D.,

1979.

Lacyand O Varan

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

D. 0

## 165 Add 440

WARRANTY DEED

81:6

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash paid in hand and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, HILL CONSTRUCTION CO., INC., a Corporation, acting by and through its duly and legally authorized officer, does hereby sell, convey and warrant unto ALAN W. PURDY and wife, VICKIE PURDY, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

> Lot Fifteen (15) of PECAN CREEK SUBDIVISION, PART III, 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, as recorded in Plat Cabinet B at Slide 25, reference to which is hereby made.

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

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

WITNESS the signature of HILL CONSTRUCTION CO., INC., by its duly authorized officer, this the 12th day of OCTOBER, A. D., 1979.

HILL CONSTRUCTION\_CO., INC.

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, School Hill of HILL CONSTRUCTION CO., INC., a Corporation, and that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as the act and deed of said

Corporation, he having been first duly authorized so to do. Di. 1979

Markan Notary Public

My Commission Expires: %,October 27, 1981

STATE OF MISSISS[PPI, County of Madison:

BILLYV. COOPER, Clerk . ., D. C.

Burney B

#### CORRECTION Book 165 page 441 QUITCLAIM DEED

6124

FOR A VALUABLE CONSIDERATION, not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, WE VELMA LEE BILLINGSLEA and EDGAR BILLINGSLEA, husband and wife, owners of the following described property, hereby convey and quitclaim all of our interest in the following described portion of land to DETHER GADDY, said land lying and being situated in Madison County, Mississippi, the following described land:

> Beginning at a stake on the South side of the Ways Bluff and Canton Public Road, 105 feet East of the right of way of the I. C. R.R. thence South 210 feet, thence East 210 feet, thence North 210 feet to the point of beginning, thence 210 Feet South, thence West 105 feet, thence North 210 feet, thence East 105 to the point of beginning in Section 6, Township 10 North, Range 3 East.

The purpose of this deed is to correct the ambiguous description in that certain prior quitclaim deed executed by the grantors to the grantee on August 22, 1978 and recorded in Deed Book 157 at page 883 in the records of the Chandery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES, this the 12th day of Octob

1979.

COUNTY OF MADISON

STATE OF MISSISSIPPI

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the within named VEIMA LEE BILLINGSLEA and EDGAR BILLINGSLEA, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as and

Given under my hand and seal of office, this the 1/2 ff day

Claber. \_, 1979.

for their act and Quitclaim Deed.

My Commission Expires:

1981

STATE OF MISSISSIPPI, County of Medison:

OCT 1 7 1979 19

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

BILLY V. COOPER, Clerk

Mo

6125

INDEXED

Book 165 Page 442 No. 55 WARRANTY DEED

|   |                           | •                                 |   |  |
|---|---------------------------|-----------------------------------|---|--|
| FOR AND                                     | IN CONSIDERATION          | N of the sum of <u>Eight H</u>    | undred and no/100   |  |
|   | *                         |                                   | -   |  |
| the receipt and                             | cufficiones of subt       |                                   | DOLLARS (\$ <u>_800</u>   |  |
| wie receipt and                             | sufficiency of which      | is hereby acknowledged,           | THE CITY OF CANTON, MISS  | SISSIPPI, does                                       |
| hereby convey                               | and forever warran        | untoWilmer E. H                   | art, Sr. and Alice R. Hari  | Ė  |
|   |                           |                                   |   |  |
|   | <u> </u>                  |                                   | following described land lyir   | ng and being   |
| situated in the (                           | City of Canton, Mad       | lison County, Mississippi, to     | ≻wit:   |  |
|   |                           |                                   |   |  |
|   | Lot 91                    | Block BB                          |   |  |
|   | Lot44                     |                                   | of the addition to the  |  |
|   | Canton Cemetery,          | according to the map or p         | lat thereof on file in the  |  |
|   | office of the Cha         | ncery Clerk of Madison Co.        | unty. Mississippi, in Plat  |  |
|   | Slide A-112, A-1          | 13, A-113'and Plat Slide'8        | -20 P-21 P-22   |  |
|   | •                         |                                   | -20, 6-21, 6-22   |  |
|   |                           |                                   |   |  |
| subject to the pr                           | rovisions of said ordinar | ce, the provisions and terms of   | nd Board of Aldermen of the City of<br>this conveyance and the Warranty h<br>which are incorporated and made a      | part hereof by                                       |
| IN WITNESS W                                | hereof the City of Canto  | a has caused its signature to be  | subscribed and its official seal aff  | fixed bereto on                                      |
| 15thay of O                                 | ctober 19.7               | -                                 | ·   | med metero on  |
| EALO  | <b>建筑</b> 机。              | — <del>,</del>                    | CITY OF CANTON, MISSISSIPPI   |  |
|   |                           |                                   |   |  |
|   |                           | 1                                 | By Marka 1. Br.   | (1)  |
| in the property of the second               | ( tee 2 g 25 %            |                                   |   | Clerk  |
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| ATE OF MISSISSI                             |                           | r *+                              |   |  |
| UNTY OF MADIS                               | ON"                       | k<br>1                            |   | , ·  |
| PERSONALLY a                                | ppeared before me the     | understand subsections            | Wanda .   | A. Baldwin   |
| first duly authori                          | and delivered the fores   | oing deed on the date therein sta | Wanda .  the jurisdiction above mentioned, H acknowledged that she signed, af acted, as and for the act and deed of | forthermarkey,<br>fixed the scal :<br>said City, be- |
| GIVEN UNDER                                 | my hand and official at   | al this the 15th day of Octo      | ber 19 79   |  |
|   | Max. A                    | , t                               | 9   | Ξ  |
| 3. 68 70                                    |                           | <u></u>                           | Esperie al Diernha  | 181.   |
|   |                           | 0                                 | Notary Public   | 4 5  |
| 10  | e de Line                 | My Commission                     | Expires: My Commission Expires Janu   | ary 7, 1981  |
|   | , o                       |                                   | -   |  |
| 4 CV !! Q.?.                                | Ar a We                   |                                   | •   |  |
| ATE ÕË MICCIO                               | 201001 0                  |                                   |   |  |
| L' Billy' V. Ca                             | SSIPPI, County of Ma      | lison:                            |   | •  |
| roomed in and                               | oper, Clerk of the (      | hancery Court of said Count       | y, certify that the within instrum  |  |
| record in my o                              | mice this ( , day         | of                                | y, certify that the within instrum<br>29, at 45. o'clock.   | ment was filed                                       |
| ortics' ( ', '                              | the ball to the second    |                                   | 19, Book No/ 5.5 on Pa  | ••••••M., and  |
| Witness my ha                               | nd and seal of office     | this theof OCT 1                  | 1 7 1979  | 90 X X in  |
|   |                           |                                   |   |  |
| A   | 100                       | <b>\</b> ^                        | BILLY V. COOPER, Clerk  |  |
|   |                           | ву.Х.\                            | 1. Mustit   | _  |

:

STATE OF MISSISSIPPI COUNTY OF MADISON

Charge all ma



R158

### \*\* ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due the certain indebtedness due and owing by the Grantors herein unto Homestead Savings & Loan Association, which indebtedness is secured by a deed of trust dated April 21, 1975, and recorded in Book 409 at Page 801 of the records of the Chancery Clerk of Madison County, Mississippi, we, THOMAS E. PETTIT and wife, REBA R. PETTIT , do hereby sell, convey, and warrant unto WILLIAM E. PETTIT, JR. and wife, BETTY JO PETTIT as joint tenants with full rights of survivorship, and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

A certain parcel of land being part of Lots 44, 45 and 46, Lake Side Subdivision according to the plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, as now recorded in Plat Book 3 at Page 75 and being more particularly described as follows:

Beginning at the intersection of the East right of way of Interstate Highway 55 with the East line of said lot 46; thence Southerly along the said East line of Lot 46 for a distance of 538.0 feet; thence right and run Westerly along the North line of Lakeview Drive and the South line of said Lot 44, 45 and 46 for a distance of 300.0 feet to the Southwest corner of said Lot 44; thence right and run Northerly along the West line of said Lot 44 for a distance of 119.0 feet; thence right and run Northeasterly along the said East right of way of Interstate Highway 55 for a distance of 516.0 feet to the point of beginning and being the same parcel of land contained in that certain Warranty Deed from Katie F. Heard, a widow to Jimmie O. Carter and wife, Van O. Carter, recorded in Deed Book 119 at Page 325, said parcel being described therein as Lots Forty-four (44), Forty-five (45) and Forty-Six (46), of Lake Side 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, as now recorded in Plat Book 3 at Page 75 thereof. LESS AND EXCEPT that part of lots forty-five and forty-six (46) conveyed by Ashcot, Inc. to Mississipp Highway Commission which said conveyance is on file and of record in the office of the Chancery Clerk of Madison county at Canton, Mississippi, as now recorded in Deed Book ?3 at

at Page 509, both of said conveyances being in connection with the right-of-way for Interstate Highway 55.

escrow accounts, and in any insurance policies to Grantees for the purpose of prorating taxes and insurance. It is assumed that the funds in the escrow account are sufficient at the present time but when said escrow is analyzed should a shortage be found to exist then the Grantors agree to pay to the Grantees or their assigns any amount of deficit that might exist as of the dateof this transfer.

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

WITNESS OUR SIGNATRES, this the 22nd day of May, 1979.

THOMAS E. PETTIT

REBA R. PETTIT

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS day personally appeared beforeme, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas R. Pettit and Reba R. Pettit who acknowledged that they signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of May, 1979.

Sandia January (O'This)

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

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6...

- BOOK 165 HOE 445

### - QUITCLAIM DEED

MOEXED END

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 acknowleged, We, NELLIE ANN WATTS, BETTY JANE WATTS and MARTHA MAE WATTS, Grantors, do hereby remise, release, convey and forever quitclaim unto GATHA MAE WATTS, Grantee, all of our estate, right, title and interest in and to the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot number 13 in Kidder's Addition to the City of Canton, Madison County, Mississippi, according to the plat of Koehler and Keele prepared in 1930 and of record in the Chancery Clerk's office in said County.

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

- l. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1979, which are liens but are not yet due and payable.
- 2. City of Canton, Mississippi, Zoning Ordinance of 1958, as amended.

John B. Watts died intestate in Madison County, Mississippi, on or about August 15, 1973, having been married but once and then to Gatha Mae Watts the Grantee herein. John B. Watts left surviving him his widow and the following listed children: Bobby Joe Watts, Billy Thomas Watts, Clinton Eugene Watts, Nell Ann Watts, Betty Jane Watts, Martha Mae Watts, and Tim Tyrone Watts.

WITNESS MY SIGNATURE on this the / day of 1979.

Dellie Sun Wat

Betty Jane Watto

Martha MAE WATTS MAN Walls

STATE OF ILLINOIS COUNTY OF COOK

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, NELLIE ANN WATTS,

## 100x 165 MAGE 446

|           | that they did sign and delive       | AE WATTS, who acknowledged to me r the above and foregoing r the purposes therein stated. |
|-----------|-------------------------------------|---|
| strik     | GIVEN UNDER MY HAND and             | official seal on this the day   |
| VHO :     | Corany in a                         | Motary Public   |
| in Thinks | (SEAL)  COUNTY COUNTY SION EXPIRES: |   |
| •         | 8/14/83                             |   |
|           |                                     |   |

### 165 PACE 447

#### QUITCLAIM 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 acknowleged, We, BILLY THOMAS WATTS and CLINTON EUGENE WATTS, Grantors, do hereby remise, release, convey and forever quitclaim unto GATHA MAE WATTS, Grantee, all of our estate, right, title and interest in and to the following described real property lying and being situated in the City of Canton, Madison County, Mississippi,

Lot number 13 in Kidder's Addition to the City of Canton, Madison County, Mississippi, according to the plat of Koehler and Keele prepared in 1930 and of record in the Chancery Clerk's office in said

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

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1979, which are liens but are not yet due and payable.
- City of Canton, Mississippi, Zoning Ordinance of 1958, as amended.

John B. Watts died intestate in Madison County, Mississippi, on or about August 15, 1973, having been married but once and then to Gatha Mae Watts the Grantee herein. John B. Watts left surviving him his widow and the following listed children: Bobby Joe Watts, Billy Thomas Watts, Clinton Eugene Watts, Nell Ann Watts, Betty Jane Watts, Martha Mae Watts, and Tim Tyrone Watts.

WITNESS OUR SIGNATURE on this the 26 day of SeptemBER

STATE OF CALIFORNIA

COUNTY OF A Linguis

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, BILLY THOMAS WATTS and CLINTON EUGENE WATTS, who acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the day

| (SEAL) MY COMMISSION EXPIRES:       | Notary Public   |          |
|-------------------------------------|---|----------|
| <u>Dec 1,1980°</u>                  | SANDRA PYE  NATURA PHOTO CAUTO AND E  LOS REALES LOCATE AND E  LOS REALES LOCATE AND E  SAMEMENTO DEC. 1, 19,19 E  SAMEMENTO DEC. 1, 19,19 E  SAMEMENTO DEC. 1, 19,19 E |          |
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| ATE OF CALIFORNIA,                  | 1   | <u> </u> |
| NINTY OF LOS ANGELES  OFFICIAL SEAL | on SEPT 26 1979, before me, the understand, a Notary, Public in and for said State, personally appeared   |          |

or October

OTARY PUBLIC CALIFORNIA

LOS ANGELES COUNTY

165 - 165 - 165 448

known to me to be the

and acknowledged to me that . WITHESS my hand and official seal.

MARRANTY DEED

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

Lots 53 and 56 of Stonegate, Part II, a subdivision in the Town of Madison, Mississippi, as shown by plat or map thereof on file and of record in Plat Slide B-28 of the records of the Chancery Clerk of Madison County, Mississippi.

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

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

Sartain

STATE OF MISSISSIPPI COUNTY OF MADISON

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

of October, 1979.

Notary Public Oakling

My commission expires:

My Commission Expires July 1, 1989

STATE OF MISSISSIPPI, County of Madison:

INDEXED on the man WARRANTY 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 and sufficiency of all of which are hereby acknowledged, WE, the undersigned, WILLIAM H. CRUTCHER and wife, VICKIE S. CRUTCHER do hereby sell, warrant, and convey unto BOBBY GENE DEMONEY and wife, VICKIE J. DEMONEY 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 the County of Madison, State of Mississippi, to-wit:

> Lot 3, PECAN CREEK, PART 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 6 Canton, Mississippi in Plat Book 6 at Page 21, reference to which map or plat is hereby made in aid of and as a part of this description.

THIS CONVEYANCE IS MADE SUBJECT to all applicable building restrictions, restrictive covenants, easements, and minerals 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 and day of September, 1979.

. STATE OF TEXAS

COUNTY OF BEXAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, WILLIAM H. CRUTCHER and wife, VICKIE C. S. CRUTCHER who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the diven UNDER MY September 19 79.

MY COMMISSION EXPIRES: Court Court

STATE OF MISSISSIPPI, County of Madison:

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

BODK 165 WH 451

STATE OF MISSISSIPPI COUNTY OF MADISON

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MIDEXED

### QUITCLAIM DEED

FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, Lillian S. Bottrell and Deposit Guaranty National Bank, formerly Deposit Guaranty Bank and Trust Company of Jackson, Mississippi, Trustee Under The Last Will and Testament of P. F. Simpson, Deceased, do hereby convey and quitclaim unto Helen S. Omohundro the following described property lying and being situated in Madison County, Mississippi to-wit:

A parcel of land containing 2.654 acres more or less, and described as beginning at a point 383 feet North along the West side of Forth Street from its intersection with the North line of Center Street, and running thence West 219.2 feet to a stake, thence North 527 feet to Calhoun Street, thence East along the South line of Calhoun Street 219.2 feet to Forth Street, thence South along the West line of Forth Street 527 feet to the point of beginning, all according to the official map of the Town of Flora as recorded in the Office of the Chancery Clerk of Madison County, Mississippi, together withwhatever right, title or interest in the streets and alleys as may be vested in the Grantor according to the enclosure or abbuttment of the aforesaid tracts and all lying and being situated in Section 17, Township 8 North, Range 1 West, Madison County, Mississippi.

WITNESS OUR SIGNATURES, this the 10th day of October, 1979.

Lillian S. Battull
LILLIAN S. BOTTRELL

DEPOSIT GUARANTY NATIONAL BANK, FORMERLY DEPOSIT GUARANTY BANK & TRUST COMPANY OF JACKSON, MISSISSIPPI, TRUSTEE UNDER THE LAST WILL AND TESTAMENT OF P. F. SIMPSON, DECEASED

BY:

A. L. Huff Vice President and Trust Officer STATE OF MISSISSIPPI COUNTY OF HINDS

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named A. L. Huff, Vice President and Trust Officer, Deposit Guaranty National Bank, formerly Deposit Guaranty Bank and Trust Company of Jackson, Mississippi, Trustee Under The Last Will and Testament of P. F. Simpson, Deceased, who acknowledged that he signed and delivered the above and foregoing QUITCLAIM DEED on the day and year therein mentioned. Witness my signature and official seal, this the man day of October, 1979,

'My Commission Expires:

My Commission Expires:

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

(10

SUBSTITUTED TRUSTEE'S DEED

WHEREAS, on November 6, 1973, Betty Jean Carr executed a certain Deed of Trust to G. L. Oates , Trustee, for the benefit of Wortman & Mann, Inc. , which Deed of Trust of Trust is of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 398 at Page 855;

WHEREAS, said Deed of Trust was assigned to Federal National Mortgage Association by instrument dated November 27 1973, as of record in said Chancery Clerk's Office in Book 399 at Page 210; And

WHEREAS, said Federal National Mortgage Association
has heretofore substituted Charles R. Mayrield, Jr., as Trustee in
place and in lieu of G. L. Oates by instrument dated
August 21 , 19 79, as of record in said Chancery Clerk's
Office in Book 462 at Page 185; And

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms of said Deed of Trust, Federal National Mortgage Association the legal holder of said indebtedness having requested the undersigned Substituted Trustee to execute the trust and sell said land and property in accordance with the terms of said Deed of Trust for the purpose of raising the sums due thereunder, together with attorney's fees, trustee's fees and expense of sale; And

WHEREAS, the undersigned Substituted Trustee in accordance with the terms of the Deed of Trust and the laws of the State of Mississippi. did advertise said sale in the Madison County Herald newspaper published in Canton , Mississippi, on the following dates, to-wit: September 20,27, October 4, 11 , 1979, which is more fully shown by the original proof of publication which is attached hereto as Exhibit "A" and is made a part hereof as if copied in full herein, and by posting on September 20, 1979, a copy of said notice on the Bulletin Board of the Courthouse of Madison County, Mississippi, at Canton; And

WHEREAS, on the 12th day of October , 19 79, at the main front door of the County Courthouse of Madison County, Mississippi, between the hours of 11:00 A.M. and 4:00 F.M., the undersigned Substituted Trustee, did offer for sale at public outcry and did sell to the highest and best bidder for cash the following described land and property situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 79 feet on the West side of Thornhill Avenue and being all of Lot 39, Rosebud Park Subdivision, Part 2, in the SEX SWX of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi, according to the plat thereof on record in the office of the Chancery Clerk of Madison County, Mississippi.

property for sale at public outcry as set forth above, and there appeared at said sale, Secretary of Housing and Urban Development of Washington, D. C. , bidding the sum of \$17,774.94 for all of the above described property and said property was struck off to Secretary of Housing and Urban Development of Washington, D. C. for said amount, and said bidder was declared the purchaser thereof.

NOW, THEREFORE, in consideration of the premises and the sum of \$17,774.94, cash in hand paid, the receipt of which is hereby acknowledged, I do hereby sell and convey to SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D.C., her successors and assigns, all of the above described property, conveying only such title as is vested in me as Substituted Trustee.

WITNESS my signature this the 12th day of October 1979.

CHARLES R. MAY ELD SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, CHARLES R. MAYFILLD, JR., Substituted Trustee in the above and foregoing instrument of writing, who acknowledged that he, as Substituted Trustee, signed and delivered the above and foregoing instrument of writing on the date and for the purposes therein mentioned.

WITNESS my signature and official seal of office on this the 12th day of October, 19 79.

Jay Con in Expires July 19, 1931 Comm. Expires:

# MADISON COUNTY HERALD .

PROOF OF PUBLICATION

#### PASTE PROOF HERE

SUBSTITUTED TRUSTEE'S
NOTICEOF SALE
WHEREAS, on November 4, 1973, Betty Jean
Carr, executed a certain Deed of Trust to G, L.
Dates, Trustee, for the benefit of Wortman &
Mann, Inc., which Deed of Trust is of record in
the Office of the Chancery Clerk of Medison
County, Ms., in Book 298at Page 855, and
WHEREAS, said Deed of Trust was assigned
to Federal National Mortogoe Association, by
instrument dated November 27, 1978, as of
record in said Chancery Clerk's Office in Book
139 at Page 210; And
WHEREAS, said Federal National Mortgage
Association has heretofore substituted Charles

record in said Chancery Cierk's Office in Book 1979 at Page 210; And WHEREAS, said Federal National Mortgage Association has heretofore substituted Charles R. Maylield, Jr., as Trustee in place and in lieu of G. L. Oates by instrument dates August 21, 1979, as of record in said Chancery Cierk's Ortice in Book A62 at Page 185; And WHEREAS, default having been made in the terms and conditions of said Deed of Trust and where made to be due and payable in accordance with the terms thereof, Federal National Mortgage Association, the legal holder of said indebtedness having requested the undersigned Substituted Trustee to execute the trust and sell said land and property in accordance with the terms of said Deed of Trust for the purpose of raising the sums due thereunder, together with attorney's fees, and expense of sales; NOW, THEREFORE, I. Charles R. Maylfeld, Jr., Substituted Trustee in said Deed of Trust, will on October 12, 1979, offer for sale at public outcry, and sell within legal hours (being between the hours of 11 00 A.M. and 4:00 P.M.), at the main front door of the County (Courthouse of Madison County, Ma., to the highest and best bidder for cash, the following described property situated in Addison County, Ms., 10-will:

Alto or parcel of land fronting 79 feet on the West side of Thrombill Avenue and being all of Lot 39, Rosebud Park Subdivision, Part 2, in messivastivas of Section 24, Township 9 North, Range 2 East, Madison County, Mississipli, according to the Chancery Cierk of Madison County, Mississippli, according to the part of the chancery Cierk of Madison County, Mississippli, according to the patterney Cierk of Madison County, Mississippli, according to the Chancery Cierk of Madison County, Mississippli, according to the Patterney Cierk of Madison County, Mississippli, according to the Chancery Cierk of Madison County, Mississippli, according to the Chancery Cierk of Madison County, Mississippli, according to the Chancery Cierk of Madison County, Mississippli, according to the Chancery Cierk o

THE STATE OF MISSISSIPPI, MADISON COUNTY.

Personally appeared before me.

| etly Jean    | , , , //    i=   |
|--------------|--|
| to G. L.     | Elipheth Muncheyer &   |
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| record in    |  |
| Madison      | a Notary Public of the City of Centon, Madison County,   |
| end          | a Notary Public of the City of Carlots Inches  |
| essigned     | Mississippi, NELL THAMES, Editor of the MADISON COUNTY HERALD, a weekly newspaper published in the   |
| lation, by   | COUNTY HERALD, a weekly herespect becomes at the   |
| 73, as of    | City of Conton, Madison County, Massissipps, who being duly sworn, says that the notice, a true copy of which is hereto  |
| e in Book    | sworn, says that the notice, a true copy of which is hereto annexed, appeared in the Issues of sald newspaper as   |
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TIMBER DEED

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, MRS. BESSIE ANNA LEARY, MRS. EVA D. WASHINGTON, JOHNNIE WASHINGTON, S. W. WASHINGTON, MRS. CALLIE GREER, MRS. SARAH WASHINGTON and JAMES H. MELTON, the grantors herein, do hereby sell, convey and warrant, subject to the matters hereinafter set forth, unto JOHN BAKER, the grantee, herein all pine timber from thirteen (13) inches and above in diameter, and at ground level located on the following described land and property situated in Madison County, Miss-Mile . issippi, to-wit:

Eighty (80) acres in E4 NE4 and 2 Hse, Section 33-12, 5-E (5-72) of the Washington Simon Estate. Route 1, Box 69 Camden and W4 NW4 vacant Section 34-12-5E of The Washington Simon Estate.

The description coming from the 1978 Assessor-Tax Collector's forms #17715 and #17725.

The Grantee shall have 18 months from the date hereof in which to cut and remove said timber and any timber remaining uncut or on said land at the end of said 18 month period, shall revert to the Grantors. Of if timber is cut before said 18 months the deed shall be returned to the Grantors.

The Grantee shall use due care in the exercise of his rights to cut and remove said timber, it being understood that he shall use skidders to remove the timber or any other type of machine suitable to his trade.

WITNESS the signatures of the undersigned Grantors on \_ day of this the MRS. BESSIE ANNA LEARY MRS. EVA D. WASHINGTON JOHNNIE WASHINGTON W. WASHINGTON MRS. CALLIE GREER

JAMES H. MELTON

STATE OF

COUNTY OF

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

|   | ·  | S. W. WASHINGTON   |                  |
|---|--|--|------------------|
|   | CTUEN INDER MY HAI                               | ND AND OFFICIAL SEAL, this the   | ·                |
|   | day of   | 1979.  |                  |
|   |  |  | ´ , ,            |
|   | •  | NOTARY PUBLIC  |                  |
|   | (SEAL)   | • • •  |                  |
|   | MY COMMISSION EXPIRES:                           | • •  |                  |
| ,   |  | <u> </u>   |                  |
|   |  | •  |                  |
|   | STATE OF   | ,  |                  |
|   | COUNTY OF  |  |                  |
|   | authority in and for said C                      | ED before me, the undersigned ounty and State, the within named, owledged that she signed and deliver the day and year therein mentioned   | red<br>as        |
|   |  |  |                  |
|   |  | MRS. CALLIE GREER  |                  |
|   |  | AND AND OFFICIAL SEAL, this the _ :;   |                  |
| 1   | day of   | 1979.  | _                |
| į -   |  |  | *                |
| <b>N</b>                                    | •  | NOTARY PUBLIC  |                  |
| ۵   | (SEAL)   | The state of the s | <i>:</i>         |
| ara - 1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 | MY COMMISSION EXPIRES:                           |  | `,               |
| •   | *  |  |                  |
|   | STATE OF Ohlo                                    |  | , <del>,</del> , |
|   | COUNTY OF Chyshaga                               |  | , i              |
| •   | PERSONALLY APPEAR<br>authority in and for said ( | RED before me, the undersigned County and State, the within named, acknowledged that she signed and strument on the day and year thereinged.   | <u>′</u>         |
|   |  | MRS. SARAH WASHINGTON  | <del></del>      |
| • `.  | GIVEN UNDER MY H                                 | AND AND OFFICIAL SEAL, this the  | <u>tt</u>        |
|   | day of <u>Je plember</u>                         | NOTARY PUBLIC CON Sims   | non              |
| 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4       | (SEAL): (MY COMMISSION EXPIRES:                  |  |                  |
| , 5,  | DARSARA JEAN SIMMONS                             |  |                  |
| ••  | ". "Notery Fubic, State of Chip - Cuya Cty.      | ·  |                  |
| _   | My,Commission Evouse Sale 37 1004                |  |                  |
| STATE OF                                    | MISSISSIPPI, County of Madison:                  |  | , , ,            |
| * L Biliv                                   | V. Cooper, Clerk of the Chancery Court           | of said County, certify that the within instrument w   | as Tiled         |
| for record in                               | n my office this . 16. day of                    | \$44.4.5.19.4.1.18.4.5.5.4.0 00005.1.1.4.4.4.  |                  |
| was duly rec                                | corded on the day of . OCT-1-7                   | 1979 19 / Book No /. 6. On Page . 4.   | S/G in           |
| mars adding                                 | s my hand and seal of office, this the           | of UE! 1 7 1979 19   | _                |
| WITHESS                                     | 2 till Hairr and sem of althory and and a see    | BILLY V. COOPER_Clerk  |                  |

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TIMBER DEED

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FOR AND IN CONSIDERATION of the sum of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, MRS. BESSIE ANNA LEARY, MRS. EVA D. WASHINGTON, JOHNNIE WASHINGTON, S. W. WASHINGTON, MRS. CALLIE GREER, MRS. SARAH WASHINGTON and JAMES H. MELTON, the grantors herein, do hereby sell, convey and warrant, subject to the matters hereinafter set forth, unto JOHN BAKER, the grantee, herein all pine timber from thirteen (13) inches and above in diameter, and at ground level located on the following described land and property situated in Madison County, Mississippi, to-wit:

Eighty (80) acres in E¼ NE¼ and 2 Hse, Section 33-12, 5-E (5-72) of the Washington Simon Estate. Route 1, Box 69 Camden and W¼ NW¼ vacant Section 34-12-5E of The Washington Simon Estate.

The description coming from the 1978 Assessor-Tax Collector's forms #17715 and #17725.

The Grantee shall have 18 months from the date hereof in which to cut and remove said timber and any timber remaining uncut or on said land at the end of said 18 month period, shall revert to the Grantors. Of if timber is cut before said 18 months the deed shall be returned to the Grantors.

The Grantee shall use due care in the exercise of his rights to cut and remove said timber, it being understood that he shall use skidders to remove the timber or any other type of machine suitable to his trade.

|      |     | WITNESS | the | signatures of the undersigned Grantors on   |  |
|------|-----|---------|-----|---|--|
| this | the | day     | of. | , 1979.   |  |
|      | ,   | **      |     | MRS. BESSIE ANNA LEARY  |  |
|      |     |         |     | MRS. EVA D. WASHINGTON  JOHNNIE WASHINGTON  Y S. W. WASHINGTON  MRS. CALLIE GREER |  |
|      |     |         | •   | MRS. SARAH WASHINGTON  A TOURIS H MELTON  |  |

Zudinan 165 PAGE 459

STATE OF

BOOK 164 PAGE 763

COUNTY OF LIDING

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, 1979. 6 NOTARY: PUBLIC The second of th (SEAL) MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison: my office. SEP 1.3. 1979
Witness my hand and seat of office, this the of SEP 1.3. 1979
BIL

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

7.50.5

was duly recorded on the .....day of ... OCT 1.7.19/9...... 19....... Book No.../.6... Sn Page ... Sin

V. COOPER, Clerk . . . . . . . . . . D. C.

80

BOUK 165 PAGE 460 MILENED

MOON 164 PAGE 764

5378

### TIMBER DEED

MDEXED

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, MRS. BESSIE ANNA LEARY, MRS. EVA D. WASHINGTON, JOHNNIE WASHINGTON, S. W. WASHINGTON, MRS. CALLIE GREER, MRS. SARAH WASHINGTON and JAMES H. MELTON, the grantors herein, do hereby sell, convey and warrant, subject to the matters hereinafter set forth, unto JOHN BAKER, the grantee, herein all pine timber from thirteen (13) inches and above in diameter, and at ground level located on the following described land and property situated in Madison County, Mississiphi, to-wit:

Eighty (80) acres in El NEk and 2 Hse, Section 33-12, 5-E (5-72) of the Washington Simon Estate. Route 1, Box 69 Camden and Wk NWk vacant Section 34-12-5E of The Washington Simon Estate.

The description coming from the 1978 Assessor-Tax Collector's forms #17715 and #17725.

The Grantee shall have 18 months from the date hereof in which to cut and remove said timber and any timber remaining uncut or on said land at the end of said 18 month period, shall revert to the Grantors. Of if timber is cut before said 18 months the deed shall be returned to the Grantors.

The Grantee shall use due care in the exercise of his rights to cut and remove said timber, it being understood that he shall use skidders to remove the timber or any other type of machine suitable to his trade.

|      | Witness   | the signatures | of the undersigned | C           |   |
|------|-----------|----------------|--------------------|-------------|---|
| this | the # day | OF Sept        | , 1979.            | Grantors on | Ł |
| 4    |           | 2000           |                    | -           |   |

|                        | -  |
|------------------------|----|
| MRS. BESSIE ANNA LEARY |    |
| MRS. EVA D. WASHINGTON |    |
| JOHNNIE WASHINGTON     | ÷. |
| S. W. Washington       | *  |
| MRS. CALLIE GREER      | 4  |
| MRS. SARAH WASHINGTON  |    |

. t

STATE OF

COUNTY OF

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL (SEAL) MY COMMISSION EXPIRES: STATE OF COUNTY OF PERSONALLY APPEARED before me, the undersigned authority in and for said County and State; the within named, MRS. CALLIE GREER, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed. MRS. CALLIE GREER VEN UNDER MY HAND AND OFFICIAL SEAL, this the day of NOTARY PUBLIC (SEAL) MY COMMISSION EXPIRES: STATE OF . COUNTY OF ! PERSONALLY APPEARED before me, the undersigned authority in and for said County and State, the within named, MRS. SARAH WASHINGTON, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed. MRS. SARAH WASHINGTON GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the day of MY COMMISSION EXPIRES: STATE OF MISSISSIPPI, County of Madison: Witness my hand and seal of office, this the BILLY V. COOPER, Clerk

800K 165 PAGE 462

5379

368x 164 PACE 766

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, MRS. BESSIE ANNA LEARY, MRS. EVA D. WASHINGTON, JOHNNIE WASHINGTON, S. W. WASHINGTON, MRS. CALLIE GREER, MRS. SARAH WASHINGTON and JAMES H. MELTON, the grantors herein, do hereby sell, convey-and warrant, subject to the matters hereinafter set forth, unto JOHN BAKER, the grantee, herein all pine timber from thirteen (13) inches and above in diameter, and at ground level located on the following described land and property situated in Madison County, Mississippi, to-wit:

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The description coming from the 1978 Assessor-Tax Collector's forms #17715 and #17725.

The Grantee shall have 18 months from the date hereof in which to cut and remove said timber and any timber remaining uncut or on said land at the end of said 18 month period, shall revert to the Grantors. Of if timber is cut before said 18 months the deed shall be returned to the Grantors.

The Grantee shall use due care in the exercise of his rights to cut and remove said timber, it being understood that he shall use skidders to remove the timber or any other type of machine suitable to his trade.

WITNESS the signatures of the undersigned Grantors on day of

| MRS. BESSIE ANNA LEARY  | <del></del>       |
|-------------------------|-------------------|
| MRS. EVA D. WASHINGTON  |                   |
| JOHNNIE WASHINGTON      | <del>U</del><br>† |
| S. W. WASHINGTON        |                   |
| MRS. CALLIE GREER       | •<br>             |
| MRS. SARAH WASHINGTON . | <del></del>       |

# 165 PAGE 463

STATE OF MISSISSIPPI

BOOK 164 PAGE 767

COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority in and for said County and State, the within named, MRS. BESSIE ANNA LEARY, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed.

| •  | MRS. BESSIE ANNA LEARY   |
|--|--|
| day of   | HAND AND OFFICIAL SEAL, this the   |
| (SEAL)   | NOTARY PUBLIC  |
| MY COMMISSION EXPIRES:   |  |
|  |  |
| STATE OF MISSISSIPPI   |  |
| COUNTY OF  |  |
| MRS. EVA D. WASHINGTON. w  | ARED before me, the undersigned County and State, the within named, ho acknowledged that she signed and nstrument on the day and year therein deed.  |
|  | MRS. EVA D. WASHINGTON   |
| day of T   | HAND AND OFFICIAL SEAL, this the   |
| (SEAL) MY COMMISSION EXPIRES:  | NOTARY PUBLIC  |
| *  |  |
| STATE OF   |  |
| COUNTY OF  | and the second s |
| JOHNNIE WASHINGTON, who ac   | RED before me, the undersigned<br>County and State, the within named,<br>knowledged that he signed and delivered<br>in the day and year therein mentioned as   |
| and deed.  | I to the state of  |
|  | JOHNNIE WASHINGTON   |
| day of the steps ,   | AND AND OFFICIAL SEAL, this the  |
| (SEAL)   | NOTARY PUBLIC A CONTROL OF THE PROPERTY OF THE |
| The state of the s | · Services   |
| STATE OF MISSISSIPPI, County of Madison:   | ·  |
|  | rt of said County, certify that the within instrument was filed  |
| was duly recorded on the   | 7. 1979 19 Book No. 65 on Page 6.2 in  |
| my office. Witness my hand and seal of office, this the  | of 100. 1 / 1979 19  |
| Secretary Control of the Control of  | BILLY V. COOPER; Clerk By D  |
| and the same of th |  |

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Mick 164 PAGE 768

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, MRS. BESSIE ANNA LEARY, MRS. EVA D. WASHINGTON, JOHNNIE WASHINGTON, S. W. WASHINGTON, MRS. CAILIE GREER, MRS. SARAH WASHINGTON and JAMES H. MELTON, the grantors herein, do hereby sell, convey and warrant, subject to the matters hereinafter set forth, unto JOHN BAKER, the grantee, herein all pine timber from thirteen (13) inches and above in diameter, and at ground level located on the following

TIMBER DEED

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| his | witness<br>the 125,day | the sign | atures of | the undersigned       | d Grantors on |
|-----|------------------------|----------|-----------|-----------------------|---------------|
|     |                        | . ,      | MRS. BE   | BLAND CON             | ner Leavey    |
|     |                        |          | MRS. EVI  | EVAD WASHINGTON       | ington.       |
|     | ·•                     |          | •         | WASHINGTON            | ŧ             |
|     |                        | 1<br>•   |           | SHINGTON<br>LIE GREER |               |
|     | ٠.                     | •        | MRS. SAR  | AH WASHINGTON         |               |

STATE OF MISSISSIPPI

COUNTY OF

anox 164 put 769

PERSONALLY APPEARED before me, the undersigned authority in and for said County and State, the within named, MRS. BESSIE ANNA LEARY, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed.

BESSIE ANNA LEARY GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the MINIER ST NOTARY PUBLIC (SEAL) MY COMMISSION EXPIRES: STATE OF MISSISSIPPI COUNTY OF PERSONALLY APPEARED before me, the undersigned authority in and for said County and State, the within named, MRS. EVA D. WASHINGTON, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed. day of Jeff under MY HAND AND OFFICIAL SEAL, this the JR day Que NOTARY PUBLIC °(SEAL) (SEAL)
MY COMMISSION EXPIRES: STATE OF COUNTY OF PERSONALLY APPEARED before me, the undersigned authority in and for said County and State, the within named, JOHNNIE WASHINGTON, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed. JOHNNIE WASHINGTON STATE OF MISSISSIPPI, County of Madison. I, Billy V. Cooper, Clerk of the Chancery Court of sald County, certify that the within instrument was filed for record in my office this 13 day of SEP 13 1979, ab 13 0 o'clock P. M., and was duly recorded on the day of SEP 13 1979 Book No 6 V. on Page 15 in Witness my hand and seal of office this the Witness my hand and seal of office, this the ....... of. STATE OF MISSISSIPPI, County of Madison: BILLY V. COOPER, Clerk

By M. W. L. J. ..., D. G. 14377 C. 12 14. BILLY V. COOPER, Clerk By M. Wight

800K 165 PAGE 466

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NOTA 164 PAGE 77(9

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AND ASSESSED ASSESSED IN THE PARTY OF THE PA

### TIMBER DEED

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, MRS. BESSIE ANNA LEARY, MRS. EVA D. WASHINGTON, JOHNNIE WASHINGTON, S. W. WASHINGTON, MRS. CALLIE GREER, MRS. SARAH WASHINGTON and JAMES H. MELTON, the grantors herein, do hereby sell, convey and warrant, subject to the matters hereinafter set forth, unto JOHN BAKER, the grantee, herein all pine timber from thirteen (13) inches and above in diameter; and at ground level located on the following described land and property situated in Madison County, Mississippi, to-wit:

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The Grantee shall use due care in the exercise of his rights to cut and remove said timber, it being understood that he shall use skidders to remove the timber or any other type of machine suitable to his trade.

|     |     | WITN   | ESS | the | signatures of the undersigned Grantors | 45            |
|-----|-----|--|-----|-----|--|---------------|
| his | the | <u>,                                    </u> | day | of. | , 1979.                                | OII.          |
|     |     | 7  |     |     | MRS. BESSIE ANNA LEARY                 |               |
|     |     |  |     |     | MRS. EVA D. WASHINGTON                 | <del></del> . |
| -   | •   |  |     |     | JOHNNIE WASHINGTON                     |               |
|     |     |  |     | •   | S. W. WASHINGTON  X MRS. CALLIE GREER  |               |
|     |     |  |     |     | MRS. SARAH WASHINGTON                  |               |

STATE OF

COUNTY OF

| PERSONALLY APPEARED before me, the undersigned                   |
|--|
| ANTEROPTICE IN SOUND FOR ARIA CAMPLE I ALLE II II II II I        |
| The mountaing tour who deknowledged that he signed and delivered |
| adicyding institument on the day and year therein montioned      |
| as his act and deed.   |

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|----------------------------------|--------------------------------------|--|--|--|--|
|                                  |                                      | 1  | S. W. WASH                                     | INGTON   | -  |
|                                  | day of                               | GIVEN UNDER MY   | HAND AND OFFIC                                 | CIAL SEAL, thi   | s_the  |
| -                                | (SEAL)<br>MY COMMIS                  | SION EXPIRES:  | NOTARY PUBL                                    | ыc   |  |
| •                                |                                      | *  | *.   | - <b>*</b>   | • •  |
|                                  | STATE OF                             | •  |  |  |  |
|                                  | COUNTY OF                            |  | • _ •  | · 1, · · · ·   | ?  |
|                                  | day of UB                            |  | County and St<br>knowledged tha                | ate, the with<br>the signed a<br>year therein<br>Whomes<br>GREER | in named,<br>and delivered<br>mentioned as   |
| •                                | COUNTY OF                            |  | 2  | ٠,   |  |
| .*                               | authority<br>MRS. SARAH<br>delivered | PERSONALLY APPER<br>in and for said<br>WASHINGTON, who<br>the foregoing in<br>as her act and o | County and Stone acknowledged is trument on to | ate, the withi<br>that she sign                                  | n named,<br>ed and   |
| •                                | •                                    |  | MRS. SARAH                                     | ·<br>WASHINGTON  | <del></del>  |
|                                  |                                      | CTUENLUNDED WY I   | TAND AND OPPOS                                 |  |  |
|                                  |                                      | County of Madison:   | -  | ·  |  |
| STATE OF                         | Cooper: Clerk                        | of the Chancery Court  | of said County, cert                           | ify that the within i  | nstrument was file   |
| for record i                     | in my office thi                     | s.13 day of 5  | pt   | 9. D.S. at 21.3.5  | clock. M., an  |
| was duly re                      | corded on the.                       | day of SEP 1.  | 3 1979 19                                      | Book No/64   | on Page // .O1   |
| my office.<br>Witness n          | ny hand and sea                      | l of office, this the  | of. SEP 1.3 19                                 |  |  |
| ***                              | 1000 Contraction (1990)              | eria y<br>Triang   | ·  | BILLY V. COOP  | L  |
| الغ وغيرة                        | Cliano                               |  | By . / ]. (                                    | .w.zuew  | [, D. C  |
| for record in i<br>was duly reco | my office this .                     | of the Chancery Cour   | 7 19/5 19                                      | 7, at 9, 1. Oo'cloc<br>Book No/6 S<br>1979 19                    | M., and M., an |
| , 47:48                          | <br>                                 | •  | ,  | BILLY V. COOPER  | Cierk  |
| -                                | · · · · · ·                          | •  | Ву   | [\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\                                  | ۰  |
|                                  | *                                    |  |  | - •  |  |

### WARRANTY TIMBER DEED

BOOK 165 PAGE 468

RISS

STATE OF MISSISSIPPI COUNTY OF MADISON

1 DEXED

WITNESSETH:

For and in consideration of the sum of ONE HUNDRED (\$100.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the Party of the First Part does hereby grant, bargain, sell, convey and warrant unto the Party of the Second Part, its successors and assigns, all pine sawtimber with a 13" stump or larger measured at groundline lying, standing and being located on the following described property located and being situated in the County of Madison, State of Mississippi, to-wit:

"E 1/2 of NE 1/4 of Section 33; W 1/2 of NW 1/4 of Section 34; and

All in Township 12 North, Range 5 East.

TO HAVE AND TO HOLD said above described timber and trees until the 13 day of April, 1981. Party of the First Part, for himself, his assigns, successors and legal representatives, agrees to warrant and defend the title to the above described timber and trees unto the Party of the Second Part, its assigns, successors and legal representatives, against unlawful claims and demands for all persons whomsoever.

It is further understood and agreed that the Party of the Second Part, its assigns, successors and legal representatives, shall have full power and authority to use roads over and across the above described lands and any other land or lands belonging to Party of the First Part for the purpose of cutting and hauling said timber and to construct other necessary roads and ways over and through any portion of said land, or lands for said purposes, and said Party of the Second Part shall have the power and right to do such things as are necessary and common in hauling, cutting and removing the timber and trees from off said lands.

It is further agreed that the Party of the Second Part, its assigns, successors and legal representatives, shall not be held liable for any damage on account of trees and timber herein conveyed falling against or breaking down other timber on said lands, and it shall have the right to leave the tops, limbs, brush and butts of any tree not suitable for lumber or lumber and timber products on said land other than open fields, and shall have the right to leave any sawdust piles and other refuse material from such timber or the manufacture thereof on said lands. In cutting, hauling and removing of said timber and trees, and in the manufacture thereof, the Party of the Second Part agrees not to do any unnecessary injury to the property of First Party, and to be guided by ordinary and customary practices prevailing in Madison County, Mississippi, as to the handling of timber and trees of like kind.

It is further understood and agreed that Second Party shall have the right at any time during the cutting period provided for herein or any extension thereof to cut and remove all pine sawtimber with a 13" stump or larger measured at groundline, and in the event Second Party once begins to cut said timber and for any reason does not complete the cutting thereof, then said Second Party may re-enter and return upon said lands for cutting and cut and remove said timber and trees according to the terms and conditions of this conveyance.

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

Am Baker

IN WITNESS WHEREOF, the undersigned has hereunto caused this instrument to be executed on the day and year first above written.

STATE OF MISSISSIPPI COUNTY OF Winston

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

GIVEN under my hand and official seal, this the 3

Antique de la constante de la My Commission Expires: y Commission: Expires March 4, 1937

STATE, OF MISSISSIPPI, County of Madison:

### INDEXED

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WARRANTY DEED'

KEN 165 HE 471

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid us, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, CLARENCE CHINN, SR., and LILLIE CHINN do hereby convey and forever warrant, subject to the limitations and exceptions hereinafter contained, unto L. T. JOHNSON and LOUELLA B. JOHNSON, 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 lot or parcel of land lying and being situated in the SW 1/4 of the NW 1/4, Section 24, Township 9 North, Range 2 East, Madison County, Mississippi, according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at page 9 (now Cabinet Slide No. A-133), reference to which is hereby made in aid and as a part of this description, and more particularly described as beginning at the NW corner of Lot 2, Block "A", LONGSTREET SUBDIVISION PART 1 run N 00° 04'W 94 feet to the SW corner of a lot described in Deed Book 131 at Page 9; thence N 88° 40'E 150 feet to the SE corner of said Lot 2; thence S 15° 01' 54"E along the west margin of Lillie Drive 99.67 feet to the NE corner of Lot 1 of LONGSTREET SUBDIVISION PART 1; thence S 89° 36'W along the north line of said subdivision 175.7 feet to the point of beginning.

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

- County of Madison and State of Mississippi ad valorem taxes for the year 1979, and subsequent years.
- 2. The exception of one-half (1/2) interest in oil, gas and other minerals reserved by the Grantors' predecessors in title.
  - 3. Restrictive covenants of record affecting the above described land.

| 4. The Madison County,   | Mississippi Zoning Ordinance and Subdi  |
|--|---|
| vision Regulations and all amend   | ments thereto.  |
| •  | <i>A</i>  |
| WITNESS OUR SIGNATU  | RES on this the 15 day of October,  |
| 1979.  | RES on this the 15 day of October,  |
|  | · · · · · · · · · · · · · · · · · · ·   |
| ',   | 7. 7. 7.  |
|  | Top hoolo him 15.   |
|  | CLARENCE CHINN, SR.   |
|  | Lillie Chin   |
| •  | LILLIE CHINN  |
| ·  | GRANTORS  |
| •  |   |
| STATE OF MISSISSIPPI<br>COUNTY OF MADISON  | •   |
|  |   |
| for the jurisdiction above mention CHINN, who acknowledged to me   | ED before me, the undersigned authority in and ned, CLARENCE CHINN, SR., and LILLIE that they did each sign and deliver the above date and for the purposes as set forth therein. |
| <b>√</b> \   | _74   |
| day of October, 1979.  | and official seal of office on this the /5  |
| The state of the s |   |
|  | 1111  |
| (SEAL)   | NOTARY PUBLIC   |
|  | ,   |
| A. A. Marian   |   |
| MY COMMISSION EXPIRES:   |   |
| - c  |   |
|  | • •   |
| STATE OF MISSISSIPPI, County of Madison:   | •   |
| i, Billy V. Gooper, Clerk of the Chancery Court of for record in my office this day of   | of said County, certify that the within instrument was filed  |
| was duly recorded on theday ofOCT 1  | 7. 1979 19. 79., at 10. 500'clock. A.M., and 7. 1979 19. Book No.J. 6. Son Page 4.7. In   |
| my office. Witness my hand and seal of office, this the  | GUI 1 7 1979  |
| The state of the s | BILLYV. COOPER, Cigrk   |
| The state of the s | By N. Wright D.C.   |
| •  | J   |
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## **INDEXED**

6159

WARRANTY DEED

165 MGE 473

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, MRS. NELL LUTZ, do hereby convey and forever warrant unto FRANK BROWN and BERTHA MAE BROWN, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

A lot or parcel of land fronting 75 feet on the west side of Owens Street extended, lying and being situated in the SE 1/4 of Section 13, Township 9 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the SW corner of a strip of land conveyed to the City of Canton and recorded in Deed Book 88 at Page 20 (said point being 10 feet west of the center line of Owens Street extended and also being 65 feet north and 30 feet west of the NW corner of Washington Subdivision) and run West for 20 feet to the SE corner and point of beginning of the property herein described; thence West for 150 feet to a point; thence North for 75 feet to a point; thence East for 150 feet to a point; thence South for 75 feet to the point of beginning.

THE WARRANTY of this conveyance is subject to:

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1979, and subsequent years.
- 2. Any conveyances, exceptions and/or reservations of oil, gas and other minerals by the Grantor's predecessors in title.
  - 3. Rights of way and easements for public utilities.

WITNESS MY SIGNATURE on this the \_5 Ta day of October, 1979.

MRS. NELL LUTZ

GRANTOR

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, MRS. NELL LUTZ, who acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes set forth therein.

GIVEN UNDER MY HAND and official seal of office on this the 5

(SEAL)

Nohert Louis Boja, Jr.

MY COMMISSION EXPIRES:

ny Commission Expires April 25, 198

: ;

## RDEXBE

#### CORRECTION DEED

WHEREAS, on August 16, 1979 by Quitclaim Deed filed for record in Deed Book 164 at Page 256, Chancery Clerk's office for Madison County, Mississippi, the undersigned Grantor conveyed to Lillian B. Jones and Elyda Jones Garnett, all of his right, title and interest in and to the following described real property; and

WHEREAS, the above mentioned deed recited that said property was occupied as his homestead, and being the land upon which his dwelling and home was then located; and

WHEREAS, the following described property was not then and is not now a part of his homestead as Grantor has resided in the State of Missouri for several years.

NOW, THEREFORE, for a valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor does hereby remise, release, convey and forever quitclaim unto LILLIAN B. JONES and ELYDA JONES GARNETT, as joint tenants with the right of survivorship and not as tenants in common, all of his right, title and interest in and to the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot One (1) on the West side of South Union Street with reference to Garrison Subdivision to the City of Cantón, Mississippi according to plat of same on file in the Chancery Clerk's Office of said County. And further described as: Beginning at a point on the South side of South Street, at the intersection of said South Street with South Union Street in Canton, Mississippi, which point is also the Northeast corner of Lot Sixty (60) on the west side of South Union Street according to the map of Canton, Mississippi, by George & Dunlap in 1898, and which point is also the Northeast corner of Lot Number which point is also the Northeast corner of Lot Number One (1) Garrison's Subdivision of Canton, Mississippi, as per plat of same on file and recorded in the Chancery Clerk's Office of said County, and run south along the West boundary or margin of said South Union Street Fifty (50) feet to a stake in said West margin; thence West 142.5 feet parallel with South Street to a stake, thence North parallel with South Union Street Fifty (50) feet to a stake in the South margin of South Street, and thence East along and with the South margin of South Street 142.5 feet to the point of beginning.

WITNESS my signature on this the 12/4 day of

1979. .

Freeman W. Garnett, Jr.

STATE OF MISSOURI COUNTY OF ST. LOUIS

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named FREEMAN W. GARNETT, JR. who acknowledged that he signed and delivered the above and foregoing CORRECTION DEED on the day and year therein written.

GIVEN under my hand and official seal on this the 12th October day of , 1979.

My commission expires:

June 8, 1983

BEATRICE CHAPPLE NOTARY PUBLIC, STATE OF MISSOURI MY COMMISSION EXPIRES 6/8/83 CITY OF ST. LOUIS

STATE OF MISSISSIPPI, County of Madison:

L

## 100x 165 PAGE 477

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NOEXED 6165

### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, HERMIT A. JONES, Grantor, do hereby convey and forever warrant unto BURKE C. MURPHY, JR., CHARLES A. WEEMS and WILLIAM J. MOSBY, III, Grantees, as tenants in common, the following described real property lying and being situated in the Madison County, Mississippi, to-wit:

The following described property situated in the W 1/2 SW 1/4 of Section 17, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as:

Beginning at a point that is 162.5 feet east of and 66.8 feet north of the intersection of the south line of Matthews Avenue with the east line of Industrial Park Subdivision, and run north for 100 feet to a point; thence east for 192.5 feet to a point; thence south for 100 feet to a point; thence west for 192.5 feet to the point of beginning; and being the property acquired by A & J ENTERPRISES, INC., in the deed appearing of record in Book 127 at page 219 of records in the office of the Chancery Clerk of Madison County, Mississippi.

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

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1979, which are liens but are not yet due and payable.
- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

3. The reservation by prior owners of all oil, gas and other minerals lying in, on and under the subject property WITNESS MY SIGNATURE on this the 577, day of October, 1979.

Hermit A. Jones

STATE OF MISSISSIPPI COUNTY OF MADISON

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

stated.

GIVEN UNDER MY HAND and official seal on this the 15 day of October, 1979.

STATE OF MISSISSIPPI, County of Madison:

EXPIRES:

# non 165 mg 470 GROEXED

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, CLARIDGE & ASSOCIATES, INC., a Mississippi corporation, Grantor, does hereby convey and forever warrant unto FARM & LIVESTOCK SUPPLY, INC., a Mississippi corporation, Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 200 feet on the south side of East Peace Street, Canton, Madison County, Mississippi, and more particularly described as follows:

Beginning at the NE corner of Meadow Lark Park Subdivision and run South 68 degrees 40 minutes East along the south line of East Peace Street for 200 feet to a point; thence South 01 degree 30 minutes East for 200 feet to a point; thence South 06 degrees 32 minutes East for 224.3 feet to a point on the North line extended of said subdivision; thence North 68 degrees 12 minutes West along said extension and north line for 200.75 feet to a point on the east line of said subdivision; thence North 04 degrees 10 minutes West along said east line for 433.1 feet to the point of beginning.

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

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1979 shall be paid by the Grantee.
- 2. City of Canton, Mississippi Zoning Ordinance of 1958, as amended.
  - 3. Prior mineral reservations and/or conveyances.
- 4. Rights-of-way and easements for public utilities.
  WITNESS OUR SIGNATURES on this the 57 day of October, 1979.

CLARIDGE & ASSOCIATES, INC., A MISSISSIPPI CORPORATION

BY: Mase

ATTEST:

Cil Magninia

STATE OF MISSISSIPPI

100x 165 mg 480

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, G. M. CASE and C. R. MONTGOMERY, who acknowledged to me that they are the President and Secretary-Treasurer, respectively, of Claridge & Associates, Inc., a Mississippi corporation, and that as such they did sign, affix the corporate seal thereto and deliver the above and foregoing instrument on the date and for the purposes therein

GIVEN UNDER MY HAND and official seal on this the 5th day

STATE OF MISSISSIPPI, County of Madison:

Witness my hand and seal of office, this the OCT 1 7 1979

BILLY V. COOPER, Clerk

BY D. L. WILLE D. C.

6173

165 MAGE 481

#### WARRANIY 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 Corpany, 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 Robinson Homes, Inc.

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

Lot 23, Country Club Woods Subdivision, Part III, a subdivision according to the map or plat thereof which is of record and on file in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Cabinet A at Slide 165, reference to which is hereby made in aid of and as a part of this description.

IT IS AGREED AND UNIERSTOOD 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, casements, 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 /27/ day of October

> 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

> > Fred Griffin, Vice/President

STATE OF MISSISSIPPY COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my 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 day of Uctober ,1979.

My Comm. Expires:

STATE OF MISSISSIPPI, County of Madison:

GET 17 1979 ...., Book No 145 on Page 481. in Witness my hand and seal of office, this the ......of ..

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

STATE OF MISSISSIPPI COUNTY OF MADISON

165 MOF 463

WARRANTY DEED



FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, CLARENCE CHINN, SR., do hereby convey and warrant unto WENDELL GERMAN and wife, BARBARA ANN SCOTT GERMAN, 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 lot or parcel of land fronting 57.0 feet on the south side of a 15 ft. alley being a part of Lots 48 and 50 in Block 2 of Firebaugh's Second Addition to the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said addition now on file in the Chancery Clerk's Office for said County, reference to said map being here made in aid of and as a part of this description, which part or parcel is more particularly described as: Beginning at a point that is 15 feet south of and 150 feet west of the NE corner of Lot 48, and from said point of beginning run west along the south side of an alley a distance of 57.0 feet, thence running south for 85.0 feet, thence running east along the south line of Lot 50 for 57.0 feet, thence running north for 85.0 feet to the point of beginning; also the right to use in common with others that driveway or alley located on a strip of land 15.0 feet in width evenly off the north side of said Lot 48 as a means of ingress and egress to and from Second Avenue.

SUBJECT to the following exceptions:

- 1. Ad valorem taxes for the year 1979 shall be prorated with the Grantor paying \_\_\_\_\_\_/12ths of said taxes and the Grantees paying \_\_\_\_\_\_\_/ 12ths of said taxes.
- · 2. Madison County Zoning Ordinances and Subdivision Regulations of Madison County, Mississippi, as amended.

EXECUTED this the 162 day of October, 1979.

CLARENCE CHINN SR

100x 165 exte 484

STATE OF MISSISSIPPI

COUNTY OF MADISON

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

164 Given under my hand and official seal, this the \_day of October, 1979.

My commission expires: ich commission d'alles take et 1888

and seal (

100K 165 PAGE 485

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, TERRY R. HUEY and JANE, L. HUEY do hereby sell, convey and warrant unto MICKEY FERRELL and VICKI H. FERRELL, as joint tenants with full rights of survivorship, and not as tenants in common, the following described land and property situated in MADISON COUNTY, MISSISSIPPI, to-wit:

Lot 20, Block C, TRACELAND NORTH, PART 2, 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 as now recorded in Plat Book 5 at Page 47.

Ad valorem taxes for the year 1979 are prorated and assumed by the Grantees herein.

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

There is excepted from the warranty of this conveyance, a Deed of Trust to HOMESTEAD SAVINGS AND LOAN ASSOCIATION, which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi. The indebtedness secured by this Deed of Trust is assumed by the Grantees herein.

For the same consideration herein set forth, we do also convey unto the Grantees, all of our right, title and interest in all escrow deposits in connection with the Deed of Trust heretofore mentioned.

WITNESS out signatures, this the /ct day of October, 1979 MISSISSIPPĪ

STATE OF COUNTY OF HINDS:::::

ECH - 1116

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, TERRY R. HUEY and JANE L. HUEY, who acknowledged to me that they signed and delivered to me that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned.
. Given under my hand and seal, this the /at day of October, 19 at day of October, 1979. aunitun<sub>ing</sub>

My commission expires:

6.1

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

BILLY V. COOPER, Clerk

EIGH MOEKEL FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, TREASURE COVE DEVELOPMENT CO. LTD., a Mississippi Limited Partnership, does hereby sell, convey and warrant unto SMITHWICK HOMES, INC., -----

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

Lots 31,34,40,42 &, 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 15th day of August Peloker 19

TREASURE COVE DEVELOPMENT CO., LT A Mississippi Limited Partnership

GENERAL PARTNERS

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me, the undersigned

authority in and for said county and state, the within named BRENT, L. JOHNSTON and GEORGE II. 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 15

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 ... day of ... Clark ... 19 ... at 7... 00. o'clock ... M. and was duly recorded on the ... day of ... OCT 1.9.1979 ... 19 ... Book No.6. On Page ... in my office. 

BILLY V. COOPER, Clerk , D. C.

Carried State of the State of t

-WARRANTY 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, HIGHLAND DEVELOPMENT CORPORATION does hereby sell, convey and warrant unto TERRY LYNN LOWERY and wife, LINDA ATWOOD LOWERY, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property situated in the County of Madison, State of Hississippi, more particularly described as follows, to-wit:

> Lot 62, STONEGATE 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 MadisonCounty at Canton Mississippi in Plat Book B at page 28 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.

day of WITNESS THE SIGNATURES of the Grantors, this the 12th October.

HIGHLAND DEVELOPMENT CORPORATION BY Richard L. Chard, President

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, Richard L. Chard, personally known to me to be the President of the within named HIGHLAND DEVELOPMENT CORPORATION 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.

GIVEN UNDER MY HAND and official seal of office on day of October, 19 79.

My Commission Expires:

STATE OF MISSISSIPPI, dounty of Madison:

All Copy and States

BILLY V. COOPER Clerk

State of the state

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, HIGHLAND DÉVELOPMENT CORPORATION does hereby sell, convey and warrant unto DFL 'E. HERRINGTON and wife, CAROLYN THARP HERRINGTON, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property situated in the County of Madison, State of Mississippi, more particularly described as follows, to-wit:

> Lot 87, STONEGATE, PART II, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of MadisonCounty at Canton Mississippi in Plat Book B at page 28 reference to which map or plat is here made in aid of and as a part of this description.

THIS CONVEYANCE is made subject to all applicable building restrictions, restrictive covenanțs, easements and mineral reservations

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 5th day of October, 1979.

HIGHLAND DEVELOPMENT CORPORATION

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, Richard L. Chard, personally known to me to be the President of the within named Highland Development Corporation, 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.

GIVEN UNDER MY HAND and official seal of office on October, 19 79. - My Commission Expires: Notary Public

STATE OF MISSISSIPPI, County of Madison: Witness my hand and sed) of office, this the

BILLY V. COOPER, Clerk

. D. C.

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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, Terry L. Lowery and Linda D. Lowery do hereby sell, convey and warrant unto James E. Wood and Ivery Wood, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Lot 59, GREENBROOK 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 B at page 24 reference to which map or plat is here made in aid of and as a part of this description.

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

GRANTEES assume and agree to pay that certain Deed of Trust executed by Gregory M. Collins and Nancy K. Hutchinson Collins to 0. B. Taylor, Jr., Trustee for Kimbrough Investment Company dated 4-19-79, and recorded in Book 455 at Page 791, securing the sum of \$56,500.00.

GRANTORS do hereby assign, set over and deliver unto the Grantees any and all escrow funds held by beneficiary under said Deed of Trust.

IT IS AGREED and understood that the taxes for the current year have been prorated as of this date on an estimated basis. 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 12th day of

October 19 79.

rry LyLowery

Linda D. Lowery

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, TERRY L. LOWERY AND LINDA D. LOWERY, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

Witness my signature and official seal of office this the 12th day of October, 1979..

My commission expires: 6/26/82

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

### SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That Citicorp Person-To-Person Financial Center, Inc., a
Delaware corporation doing business in the State of Mississippi duly
organized and existing under the laws of the State of Delaware (the
"Corporation"), does hereby make, constitute and appoint Richard A.
Douglas its true and lawful agent and attorney-in-fact, with full
and complete power to execute and deliver a certificate of satisfaction
or a satisfaction piece, as the case may be, and to mark any Deed of
Trust, Chattel Mortgage, or other security instrument affecting real
or personal property, or any note evidencing indebtedness thereby
secured, of which Corporation is evidencing the owner or holder, paid
in full, and, by appropriate act, to satisfy, release cancel and secured, of which Corporation is evidencing the owner or holder, paid in full, and, by appropriate act, to satisfy, release, cancel and discharge any such mortgage or other security instrument on the records in any county and wherever else it may appear on record, giving and granting unto its said agent and attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or proper to be done in the premises, as fully, to all intents and purposes as it might or could do, with full power of substitution and revocation, hereby ratifying and confirming all that is said attorney, or his substitute shall lawfully do or cause to be done, by virtue hereof, and hereby revoking and rescinding all former special powers of attorney granted by the Corporation, and the same shall be null and void. 

ATTEST; 1:1

Assistant Secretary rol T. D

STATE OF MISSOURI

COUNTY OF ST. LOUIS

ss:

On this 14th day of September, 1979 before me appeared George Poland, who is to me personally known and who being duly sworn by me did say that he is the Vice President of Citicorp Person-To-Person Financial Center, Inc., and that the foregoing instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors, and said George Poland acknowledges said instrument to be the free act and deed of each such corporation, and that the statements herein contained are true. contained are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in said county and state the day and year last above written. My term expires 5/3/32.

DEBORAH A LEACHMAN
HOTARY PUDLIC: STATE OF MISSOURI
ST. LOUIS COUNTY
MY COUNTISSION EXPIRES MAY 3, 1992

George Poland,

Vice President

STATE OF MISSISSIPPI, County of Madison:

> BILLY, V. COOPER, Clerk

LINE

\_County, Mississippl

Electrical Distribution

65532 B.A. 79-1690 360.2

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| RIGHT OF WAY INS | TRUMENT |
|------------------|---------|
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In consideration of \$\ \frac{1.00}{2.00}\$ cash, and other yalurible considerations, receipt of all of which is hereby acknowledged. I/we (acting personally and for and on behalf of our heirs, successors, and assigns and any other person claiming or to claim the property heremafter described, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY,

, Mississippi, described as follows, to-wit: A cortain parcol of land lying and

being situated in the Northwest 1 of the Northwest 1 of Section 6, Township 8 North, Range

1 East, Madison County, Mississippi as staked and pointed out to the grantor.

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

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

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

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

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

It is understood that Grantors shall have, at all times the right to use said right of way for any lawful purpose provided it does not interfere with the rights herein created in Grantee, and that Grantee will not enclose said right of way, and Granter will use the best efforts to protect Grantee's property on said right of way. GEPT 11 WITNESS my/our signature this the.

HAEDWards Redselve • FORM NO 700-7320 STATE OF MISSISSIPPI COUNTY OF HINDS Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named H. D. F. DUARDS , one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named and and . whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company, that he, this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and Swom to and subscribed before me, this the 19 79 Heta My Commission Expires My Commission Expires Feb. 22, 1982 Glical Title)

STATE OF MISSISSIPPI; County of Madison:

for record in my office this 1.3. day of ... OCT. 1.9. 1979 ..., at ... Color of said County, certify that the within instrument was filed for record in my office this 1.3. day of ... OCT. 1.9. 1979 ..., at ... Color of clock ... M., and was duly recorded on the ..., day of ... OCT. 1.9. 1979 ..., 19 ..., Book No. ... On Page 4.2. Sin my office. my office, with the many factor of the many factor

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

6212

Electrical Distribution

LINE

County, Mississippi 360.2

65530 BA 79-1656

RIGHT OF WAY INSTRUMENT.

IBDEXED.

In consideration of \$\frac{1.00}{2.00}\$ cash, and other valuable considerations, receipt of all of which is hereby acknowledged. I/we (acting personally and for and on behalf of our heirs, successors, and assigns and any other person claiming or to claim the property hereinafter described, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY.

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

... Mississippi, described as follows, to-wit: A certain parcel of land lying and Madison

being situated in the Northeast 1 of Section 27, Township 8 North, Range 2 West, Madison

County, Mississippi as staked and pointed out to the grantor.

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

right or way.

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

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

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

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

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

WITNESS my/our signature, this the 30 day of June 1979 LARRY Boga FORM NO. 700-7320 STATE OF MISSISSIPPI COUNTY OF THUES Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within the within the subscribing one of the subscribing witnesses to the loregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and LARRY BORGER

STATE OF MISSISSIPPI, County of Madison:

My Commission Expires.

Witness my hand and seal of office, this the ......of The state of the s

EMBER

Staxen Publis
(Official Title)

, 19<u>7</u>9

County, Mississippi

Electrical Distribution

65534 WA 65534 BA 79-1728

360.2

## RIGHT OF WAY INSTRUMENT

INDEXED

In consideration of \$\frac{1.00}{2.00}\$ cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we ing personally and for and on behalf of our heirs, successors, and assigns and any other person clauming or to claim the property hereindescribed, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY,

after described, called collectively "Grantors) do nereoy grain, court, and casement 20 feet in width for the location construction, reconstruction, operation, maintenance, and removal of electric power and/or communications lines and circuits, including poles, towers, cross arms, insulators, wires, cables, hardware, transformers, switches, guy wires, anchors and all other equipment, structures, material and appliances, now or hereafter used, useful or desired in connection therewith, over, across, under, and on that land in the County of

., Mississippi, described as follows, to-wit. A certain parcel of land lying and

being situated in the Northwest 1 of the Northeast 1 of Section 6, Township 9 North, Range

4 East, Madison County, Mississippi as staked and pointed out to the grantor.

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

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

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

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

| interfere with the rights herein created in Grantee, and that Grantee will a to protect Grantee's property on said right of way.  WITNESS my/our signature, this the 27 day of Market Witness my/our signature.  | not enclose said right of way, and Grantor will use the best elfor                                |
|--|---|
| Lew Below,   | •   |
| سسسية بدائسي بدائرة محاوات   |   |
| STATE OF MISSISSIPPI   | FORM NO 700 7324  |
| COUNTY OFHinds   |   |
| Personally appeared before me, the undersigned authority   | in and for the above named jurisdiction, the within   |
| namedH. D. Edwards'  | one of the subscribing  |
| withesses to the foregoing instrument, who being first duly s  | sworn, deposeth and saith that he saw the within named  |
| and  | . :   |
| whose names are subscribed thereto, sign and deliver the same<br>no this affiant, subscribed his name as a witness thereto in the  | to the said Mississippi Power & Light Company; than the presence of the above named Grantors, and |
| All Lee Baker  | _11 D Elwaige_  |
| The state of the s | day of 014035R 1979   |
| My Commission Expires Feb. 22, 1982  | Thatle Smith  |
| My Commission Expires  | - Thatary Prelice   |
| المراجع المراج | (Official Title)  |

STATEOF 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 ideal, and of the Chancery Court of said County, certify that the within instrument was filed for record in my office, this ideal, and the county certify that the within instrument was filed for recorded on the county certify that the within instrument was filed for recorded on the county certify that the within instrument was filed for recorded on the county certify that the within instrument was filed for recorded on the county certify that the within instrument was filed for recorded on the county certify that the within instrument was filed for record in my office, this ideal, and the county certify that the within instrument was filed for record in my office, this ideal, and the county certify that the within instrument was filed for record in my office, this ideal, and the county certify that the within instrument was filed for record in my office, this ideal, and the county certified in the certified in t 

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Electrical Distribution

County, Mississippi

WA 65534 BA 79-1768

## RIGHT OF WAY INSTRUMENT

| In consider<br>(acting personal<br>after described, | ation o<br>lly and<br>called | of \$<br>for an<br>collec | l on l | ehalf of<br>"Grantor | cash,<br>our hei<br>s") do | and others, succentrick transfer of the second contract of the secon | ier val<br>essors,<br>grant | urble co<br>and assi<br>, convey | nside:<br>gns a<br>and | ntions, and any of<br>warrant | receipt<br>other r<br>unto | of all<br>erson<br>MISSI | of wi<br>claimi<br>SSIPP | tich i<br>ng or<br>I PO\ | s herek<br>to clai<br>VER ( | y acknov<br>m the pr<br>k LIGIT | dedged<br>sperty<br>COM | l, I/we<br>herein-<br>PANY, |
|---|------------------------------|---------------------------|--------|----------------------|----------------------------|--|-----------------------------|----------------------------------|------------------------|-------------------------------|----------------------------|--------------------------|--------------------------|--------------------------|-----------------------------|---------------------------------|-------------------------|-----------------------------|
|   |                              |                           |        | 11 1 40              |                            |  |                             |                                  |                        |                               | 20                         |                          |                          |                          | t al.                       | - 1                             |                         |                             |

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

\_\_, Mississippi, described as follows, to-wit: A cortain parcel of land lying and

being situated in the Southeast 1 of the Northeast 1 of Section 6, Township 9 North, Rango

4 East, Madison County, Mississippi as staked and pointed out to the grantor.

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

right of way.

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

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

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

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

It is understood that Grantors shall have, at all times the right to use said right of way for any lawful purpose provided it does not interfere with the rights herein created in Grantee, and that Grantee will not enclose said right of way, and Grantor will use the best efforts to protect Grantee's property on said right of way. 19. 79 WITNESS my/our signature, this the

| · MIN COUNTER   |   |
|---|---|
| - Janeau Cor  |   |
| The same  |   |
|   |   |
| •   |   |
| COLUMN ON MICCICCIDAT   | FORM NO. 700-7320   |
| STATE OF MISSISSIPPI  |   |
| COUNTY OF Hinds   |   |
| Personally appeared before me, the undersigned authorit       | y in and for the above named jurisdiction, the within   |
| named II. D. Edwards  | one of the subscribing  |
| witnesses to the foregoing instrument, who being first duly   | sworn, deposeth and saith that he saw the within named  |
| David. C. Case.   |   |
| and _   |   |
| whose names are subscribed thereto, sign and deliver the sar  | no to the said Mississippi Power & Light Company; that  |
| he, this affiant, subscribed his name as a witness thereto in | the presence of the above named Grantors, and   |
| Lee Baker   | 1d Delinas  |
| C and a sure of the Cal                                       | DATOREN   |
| Sworn to and subscribed before me, this the                   | _ day of  |
| My Commission Expires Feb. 22, 1952                           | · William Signature   |
| My Commission Expires   | Gares 4/120lsc  |
| TEER CHAMPINE   | (Official Title)  |
| STATE OF MISSISSIPPT, County of Madison:                      |   |
|   |   |
| I, Billy V. Cooper, Clerk of the Chancery Court of            | aid County-certify that the within instrument was filed   |
| for record in my office this day of                           | 19 at .7  |
| was duly recorded on the                                      | 1979 19 Book No. 6. On Page 17.7. 6 in  |
| my office   | ייי ביי יושלי אור היידים לייי וויידים לייי וויידים לייידים ליידים לידים ליידים |

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

Electrical Distribution

LINE

65532 79-1734 360.2

## RIGHT OF WAY INSTRUMENT

**EXDEXED** cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we our heirs, successors, and assigns and any other person claiming or to claim the property herem.") do hereby grant, convey and warrant unto MISSISSIPFI POWER & LIGHT COMPANY, In consideration of \$\frac{1.00}{2.00}\$ cash, and other valuing personally and for and on behalf of our heirs, successors, a described, called collectively "Grantors") do hereby grant,

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

..., Mississippi, described as follows, to-wit: A certain parcel of land lying and Madison

being situated in the Northeast 1 of the Northeast 1 of Section 21, Township 10 North,

Rango 2 East, Madison County, Mississippi as staked and pointed out to the grantor.

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

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

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

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

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

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

WITNESS my/our signature.

FORM NO. 700 7320

STATE OF MISSISSIPPI

COUNTY OF Hinds Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within H. D. Edwards one of the subscribing named witnesses to the foregoing instrument, who being first duly sworn, deposeth and south that he saw the within named jerry Davis whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiant; subscribed his name as a witness thereto in the presence of the above named Grantors, and

HDE . Lee Baker

Sworn to and subscribed before me, this the

1979

860x 165 PAGE 498

Electrical Distribution

65535 WA 65535 BA 79-1639 County, Mississippl

## RIGHT OF WAY INSTRUMENT

In consideration of \$\frac{1.00}{2}\$ cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we (acting personally and for and on behalf of our heirs, successors, and assigns and any other person claiming or to claim the property hereinafter described, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY,

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

Madison ..., Mississippi, described as follows, to-wit: A certain parcel of land lying and "

being situated in the Southeast & of the Northeast & of Section 27, Township 11 North,

Range 4 East, Madison County, Mississippi as staked and pointed out to the grantor.

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

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

| Grantors covenant that they will not construct or permit the construction of any house, barn, well or other structure or hazard on id right of way.  |
|--|
| Unless otherwise herein specifically provided, the center line of the electric power line initially constructed on this right of way shall the center line of said right of way.   |
| Should Grantee, or its successors, remove its facilities from said land and abandon said right of way, the rights herein created in rantee shall terminate, but with the right to remove therefrom all of Grantee's property thereon.  |
| It is understood that Crantors shall have, at all times the right to use said right of way for any lawful purpose provided it does not terfere with the rights herein created in Grantee, and that Grantee will not enclose said right of way, and Grantor will use the best efforts protect Grantee's property on said right of way.  |
| WITNESS my/our signature, this/the 20 day of Sept 19.79  |
| NO EUWarde Wister Camina   |
| The state of the s |
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|  |
| FORM NO. 700-7320  |
| TATE OF MISSISSIPPI  |
| OUNTY OF Hinds   |
| Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within   |
| medH. D. Edwards one of the subscribing  |
| one of the substituting  |
| messes to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named  |
| itnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named  |
| thesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named Curtise Evans   |
| Curtisesvans   |
| hase names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and   |
| hase names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and   |
| hase names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and   |
| and hase names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and  Lee Baker  Sworn to and subscribed before me, this the day of DEPLEMBIER 1979  |
| and hose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and Lee Baker  Sworn to and subscribed before me, this the 25 day of SEPTEMBER 1979  My Commission Explose to 20 years.   |
| Sworn to and subscribed before me, this the 25 day of SEPTEMBIAN 1979  My Commission Expires Feb. 22, 1982   |
| subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that the same to the said Mississippi Power & Light Company; that the same as a witness thereto in the presence of the above named Grantors, and Lee Baker  Sworn to and subscribed before me, this the day of Buttlety System 1977  My Commission Expires Feb. 22, 1982  (Official Tule)   |
| Sworn to and subscribed before me, this the 25 day of PLEMBUR 19 My Commission Expires Feb. 22, 1982  My Commission Expires  (Official Tule)   |
| Sworn to and subscribed before me, this the day of Buttle My Commission Expires Feb. 22, 1982  My Commission Expires  My Commission Expires  (Official Tule)   |
| sund  hose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and  Lee Baker  Sworn to and subscribed before me, this the day of State Baker  Yellow Sworn to and subscribed before me, this the day of State Baker  Wy Commission Expires Feb. 22, 1982  (Official Tule)  TE OF MISSISSIPPI County of Madison:  Billy Cooper, Clark of the Chancery Court of said County, certify that the within instrument was filed.  |
| Sworn to and subscribed before me, this the 25 day of PLEMBUR 19 My Commission Expires Feb. 22, 1982  My Commission Expires  (Official Tule)   |

STA

j,for i ...... 19 ...... Book No. 6. On Page . 7 Jin and and seal of office, this the ...... of ... COT 1.0 1979

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

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| Madison |
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nty, Mississippl 360.2-65532

Electrical Distributi

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## RIGHT OF WAY, INSTRUMENT

| In consideration of \$ 21.00                  | each and other valuable considerations    | . receipt of | all of which   | is hereby   | acknowledged | , I/we  |
|---|---|--------------|----------------|-------------|--------------|---------|
| In consideration of \$                        | our heirs, successors, and assigns and an | y other per  | son claiming o | er to claim | the property | herein- |
| after described, called collectively "Grantor | s") do hereby grant, convey and warra     | int unto Mi  | ISSISSIPPI P   | OWER &      | FIGHT, COM   | PANI    |

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

Mississippi, described as follows, to-wit: A certain parcel of land lying and

being situated in the Southwest } of the Northeast } of Section 22, Township 9 North, Range

3 East, Madison County, Mississippi as staked and pointed out to the grantor.

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

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

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

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

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

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

WITNESS my/our signature. FORM NO 700-7320

STATE OF MISSISSIPPI COUNTY OF\_

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within and his Director within the subscribing one of the subscribing

CE OF LINE EDWARDS Sworn to and subscribed before me, this the 25 1979 day of me My Commission Expires Feb. 22, 1982 (Oldera)

My Commission Expires
STATE-OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this for day of . DOT 19 1979 ... 19 ... Book No. 6. on Page ... 9 in my office.

William III

BILLY V. COOPER, Clerk By M. Wright