

## side 165 vie 698 HADEXED WARRANTY DEED

For a valuable consideration not necessary here to mention, cash in hand paid to the grantors by the grantees herein, the receipt and sufficiency of which are hereby acknowledged, we, WILLIAM H. McLELLAN, SR., and DOROTHY S. McLELLAN, husband and wife; and WALTER V. McLELLAN, JR., do hereby convey and warrant unto JOHN HARMON DILLARD and BOBBYE NELL J. DILLARD, as joint tenants with rights of survivorship and not as tenants in common, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot No. 7 on the south side of Academy Street, east of Liberty Street, in the City of Canton, being the same lot acquired by Dr. V. S. McLellan in the dock details. in the deed dated May 17, 1904, appearing of record in Book NNN at Page 432 of records in the office of the Chancery Clerk of Madison County, Mississippi; said lot fronting 110 feet on said Academy Street and running back, between parallel lines, 200 feet; with all the buildings and appurture ances thereto cituated there. lines, 200 feet; with all the buildings appurtenances thereto situated thereon.

This conveyance is executed subject to:

- (1) Zoning Ordinance of the City of Canton, Mississippi.
- (2) Ad valorem taxes for the year 1979, the payment of which is to be pro-rated.

The above described property constitutes no part of the homestead property of Walter V. McLellan, Jr.

WITNESS our signatures, this 27th 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 WILLIAM H. McLELLAN, SR., and DOROTHY S. McLELLAN, husband and wife, who make the work of the signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 30th day of October ,1979.

Notary Public <u>ene E</u>.

My commission expires: Oct. 6. 1981.

STATE OF MISSISSIPPI COUNTY OF MADISON

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Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named WALTER V. McLELLAN, JR., 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 27 th commission expires:

STATE OF MISSISSIPPI, County of Madison:

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RARE

" AND THE PARTY DEED '.

For and in consideration of the sum of ten dollars (\$10.00), and other valuable considerations paid, receipt of which is hereby acknowledged and a balance of thirty nine thousand dollars and no one hundreds (\$39,000.00) evidenced by seven notes in the amount of five thousand dollars (\$5,000.00) and an eight note in the amount of four thousand dollars (\$4,000.00), with the first note being due and payable on April 1, 1980, and with a note being due on the first day of April each year thereafter with interest payable on the first of October and the first of April in equal increments, untill all notes have matured and being secured by a purchase money deed of trust on the herein after described property, I, BENNY E. PITTMAN and PATSY H. PITTMAN, his wife, ..., do hereby sell, convey and warrant unto JAMES E. KEETON, the .... following described land and all impovements thereon situated in Madison County, Mississippi, to-wit:

Lot thirty-one (31) of Lake Cavalier, part I, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in plat Book IV, Page 9, reference to which is hereby made in aid and as a part of this description.

For the same consideration I do hereby sell, convey and deliver, unto the Grantee without warranty or representation of any kind, except as to title, all of the furniture, furnishings and fixtures located in the home situated on the above described property.

And for the same consideration aforementioned, Grantors does hereby grant and convey unto the Grantee named above, and unto grantee's successors in title, a non-exclusive perpetual and irrevocable easement for the use of the surface of Lake Cavalier situated in Sections V and VIII, Township VII north, Range I east, Madison County, Mississippi, for fishing, boating, swimming, and other water sports subject to the terms, conditions and covenants contained in that certain instrument executed by Lake Cavalier, Inc., recorded in Book 74 at Page 70 thereof, in the office of the Chancery Clerk of Madison County, Mississippi.

And for the same consideration aforementioned, the undersigned does hereby grant and convey unto the aforementioned Grantee and unto grantee's sucessor in title an exclusive, perpetual and irrevocable easement for ingress and egress, use, occupation and possession over and across any and all land lying between the water line of Lake Cavalier as it exists from time to time and the front lot line of said lot (the lot line nearest the water line of Lake Cavalier), and lying between the side lot lines of said lot extended to said water line, together with a non-exclusive, perpetual and irrevocable easement over and across those certain areas forty feet in width designated "Road" on the plat of said subdivision and over and across any roadway as heretofore improved and graveled by Lake Cavalier Inc., located upon adjoining land formerly owned by Lake Cavalier, Inc., for purpose of ingress and egress to and from the public road adjoining other lands formerly owned by Lake Cavalier, Inc., and mentioned in deed from said Lake Cavalier, Inc., to the Grantor recorded in Book 157 at Page 4.

There is excepted from this conveyance and from the warranty hereof all oil, gas, and other minerals in, on and under the above described property, said oil, gas, and other minerals being owned by other parties.

There is excepted from the warranty of this conveyance and this conveyance is made subject to all of those certain protective and restrictive covenants executed by Lake Cavalier, Inc., and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 74 at Page 70 thereof, as well as any zoning ordinances of Madison County, Mississippi, affecting said property.

There is also excepted from the warranty and this conveyance is subject to an easement granted by the Grantors herein to La Cav Improvement Company for a sewer line and sewer system but all rights of the Grantors in and to the sewer lines, sewer mains and sewer system including the treatment plant and all rights of the Grantors in and to the mains and lines of the water system including the

wells, pumps, tanks, and other equipment are hereby conveyed.

For the same consideration Grantors conveys to the Grantee . all right, title and interest in a membership in La Cav Improvement Company, a non profit, no share, civic improvment society. ;,

Taxes for 1979 are to be prorated as of the date of this conveyance and Grantors is to pay 303/365 of said taxes and Grantee is to pay 62/365 of said taxes.

The Grantors herein retains a vendor's lien to secure the payment of the balance of the purchase price of the above described property but a cancellation of the purchase money deed of trust herein above referred to shall constitute a cancellation of this vendor's lien.

WITNESS MY SIGNATURES, this the 30th day of October, 1979.

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, BENNIE'E. PITTMAN and PATSY H. PITTMAN, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand an official seal this the 30m/day of October, 1979.

My Commission Expires:

ZZn, 1981

STATE OF MISSISSIPPI, County of Madison:

was duly recorded on the ..... day of .. OCT. 3.1 1979 ...... 19 ....... Book No. 6 .. 5 on Page . 7.0/. in

BILLY V. COOPER, Clerk

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B2/17 - BUND.S 3442

# RIGHT-OF-WAY AND EASEMENT IEED FOR DISTRIBUTION SYSTEMS

STATE OF MISSISSIPPI )	6,000
COUNTY OF	KNOW ALL MEN BY THESE PRESENTS
construct, maintain, and operate gas pir the following described property situate Mississippi to wit:	d Grantor does hereby Grant and Convey unto ENTEX, essors and assigns, the right-of-way and easement to be lines and appurtenances thereto over and through din
An casement ten feet in width	according to the plat attached hereto,
running from the Northeast co	rner of the NICKLES AND WELLS Property:
and parallel with the Eastern	Boundry of NICKLES AND WELLS Property
and Western boundary of Lot 1	1, Meadow Dale Subdivision Part 4, to
the MARY McKEE Property, appro	oximately one hundred and ten feet away.
Said Gas Line will be located	within four feet of the Lot 11 Property line.
which references are he	orded in Volume Page Deed Records 'ere made for further description.
TO HAVE AND TO HOLD unto the said Grapipe line and appurtenances thereto shall premises, for the purpose of construction, the property of Grantee above described and the property of Grantee and Grantee and propermit to be constructed any house, struct interfere with the maintenance or operation hereunder, and will not change the grade or bury all pipes to a sufficient depth so as and to pay any damages which may arise to maintenance and operation of said pipe line be ascertained and determined by three distipy the said Granter, one by the said Granter aforesaid, and the written award of such the	ntee, its successors and assigns, so long as such be maintained, with ingress to and egress from the inspecting, repairing, maintaining and replacing d removal of such at will, in whole or in part.  enjoy the said premises, except for the purposes wided the said Grantor shall not construct nor ures or obstructions on or over, or that will not any pipe line or appurtenances constructed for such pipe line. Grantee hereby agrees to not to interfere with cultivation of the soil growing crops or fences from the construction, is said damages, if not mutually agreed upon, to interested persons, one therefore to be expected.
WITNESS THE EXECUTION HEREOF, on this	the17 day of Sentember 1070
Signed and delivered in the presence of the	undersigned witnesses:
french. Kick of - Withese	Sim Del
	(1 (Fa. 11111))
	- way for William of
	· /

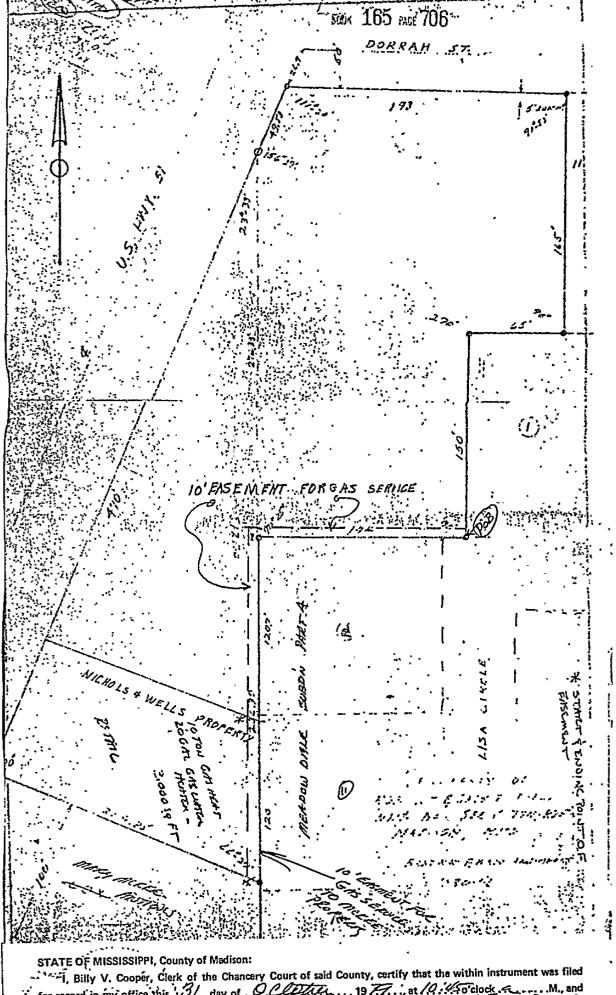
T. C. . . .

STATE OF MISSISSIPPI

COUNTY OF

 $165^{\circ}$  page  $705^{\circ}$ 

perere me, one undersigned addition	Toy, on this day personally appeared
James R. nichles and Paul &	Stells gr known to me to
be the person o whose name(s) is/are s	ubscribed to the foregoing instrument and
acknowledged to me that he/she/they ex	ecuted and delivered the same on the day
	purposes and consideration therein expressed.
Given under my hand and seal of o	ffice on this the 18th day of Sept. 1979,
ST(SEAL)	•
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	There : Parane
	Notary Public 19 and for
The state of the s	Dines County, Mississippi
My Commission Exeles !	una } 2 1080
	A Company of the Company
STATE OF MISSISSIPPI	
COUNTY OF	and the second control of the second three winds produced the control of the second three second
PERSONALLY APPEARED before me, th	e undersigned Notary Public in and for said
County, the within named	The said for said
one of the subscribing witnesses to the first duly sworn, deposeth and saith to	e within and foregoing instrument, who being hat he/she saw the within named
sign and deliver the same to the gold	whose name is subscribed thereto, ENTEX, INC. THAT HE, THIS affiant, subscribed
his/her name as a witness thereto in the	THAT HE, THIS affiant, subscribed
	· · · · · · · · · · · · · · · · · · ·
other, on the day and year therein name	the witnesses signed in the presence of each
•	
Sworn to and subscribed this	day of, 19
•	
Affix Seal	
My Commission expires:	





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, JESSE WALKER and IDA LOUISE F. WALKER (formerly known and being one and the same person as Ida Louise F. Chambers) do hereby convey and forever warrant, subject to the limitations and exceptions hereinafter contained, unto JIMMY L. GRANT, the following described real property lying and being situated in Madison County, Mississippi, to wit:

WARRANTY DEED

Lot 21, BURRELL SUBDIVISION, a subdivision in Madison County, Mississippi, according to a map or plat thereof on file and of record in Plat Book 5 at page 27 (now Cabinet Slide No. A-142), in the records of the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby expressly made in aid and as a part of this description.

THE WARRANTY of this conveyance is subject to:

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1979, and subsequent years.
- 2. An easement ten feet (10') in width off of the west end and south side of the subject property, as shown by the plat of said subdivision and the plat of survey prepared by Tyner and Associates dated September 21, 1979.
- 3. Restrictive covenants dated July 15, 1971, and recorded in Deed of Trust Book 381 at page 799.
- 4. The Madison County, Mississippi Zoning Ordinance and Subdivision Regulations.

BinUK 165 PAGE 708

The Grantors warrant that Grover C. Chambers died on or about January 28, 1977.

WITNESS OUR SIGNATURES on this the 31st day of October, 1979.

The Louise F. WALKER (formerly known and being one and the same person as Ida Louise F. Chambers)

GRANTORS

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, JESSE WALKER and IDA LOUISE F. WALKER (formerly known and being one and the same person as Ida Louise F. Chambers), who each acknowledged to me that they did each 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 31st day of October, 1979.

Robert Louis Stora, p.

MY COMMISSION EXPIRES:

My Commission Expires April 25, 1981

STATE OF MISSISSIRPI, County of Madison:

my office.

My recorded diffusion of MOV 2 1979 ... 19.

BILLY V. COO

By ... ... BILLY V. COO

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WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, we, STEVE E. MARCHANT and Wife MILDRED J. MARCHANT, Grantors, do hereby sell, convey and warrant unto JAMES R. EASTERLING and wife, RUTH EASTERLING, as joint tenants with full rights of survivorship, and not as tenants in common, Grantees, our unexpired leasehold estate in and to the following described lot or parcel of land lying and being situated in the County of Madison, State of Mississippi, to-wit:

1.5 acres, more or less, being particularly described as: Beginning at the South margin of the Flora and Canton gravel road where the East line of Section 16, Township 8 North, Range 1 West, intersects the same, and run thence South a distance of 420 feet, more or less, to a stake, run thence West parallel to said road a distance of 210 feet, more or less, to a stake, and run thence North a distance of 210 feet to a stake, and run thence East a distance of 105 feet to a stake, and run thence East a distance of 210 feet to a stake at the South margin of the said Flora and Canton Highway, and from said point run thence East along the South margin of said highway 105 feet to the Point of Beginning.

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

There is excepted from the warranty of this conveyance all building restrictions, protective covenants, mineral reservations, and conveyances, easements of record affecting said property, and the terms and provisions of that certain sixteenth section lease.

The Grantors herein expressly reserve unto themselves a vendor's lien upon said lands and property, which lien is not in lieu of but in addition to, a certain Deed of Trust which the Grantees have executed to the Grantors, which vendor's lien and which Deed of Trust expressly secures the payment of the purchase money notes given by the Grantees to the Grantors evidencing the indebtedness owing for the balance of the purchase price of said property. It is expressly understood and agreed, however, that a cancellation of record of said Deed of Trust securing said indebtedness shall also operate to cancel the vendor's lien herein reserved.

WITNESS OUR SIGNATURES, this the 25 day of October,

1979.

STEVE E. MARCHANT

Mildred J. Marchant

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named STEVE E. MARCHANT and MILDRED J. MARCHANT, who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 25 day of October 1979.

of October, 1979.

Solution of October, 1979.

October, 1979.

NOTARY PUBLIC

My Commission Expires: My Commission Expuss May 16, 1982

STATE OF MISSISSIPPI, County of Madison:

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#### QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, I, ROBERT C. JOHNSON, do hereby sell, convey and quitclaim forever unto JANIE C. JOHNSON, all interest which I may now own or may hereafter acquire in and to the following described land and property lying and being situated in the Town of Flora, Madison County, Mississippi, it being the sole intent to convey all homestead rights in said property unto the said JANIE C. JOHNSON:

Beginning at the intersection of the West line of Fourth Street and the North line of Peach Street, and from said point run North on the West line of Fourth Street for a distance of 200 feet to a point, being the Southeast corner and the point of beginning of the lot herein described. From said point of beginning thence run West and parallel to the North line of Peach Street for a distance of 200 feet to a point; thence run North and parallel to the West line of Fourth Street 100 feet to a point; thence run East and parallel to the North line of Feach Street for a distance of 200 feet to the West line of Fourth Street; thence run South on the West line of Fourth Street; thence run South on the West line of Fourth Street to the point of beginning; all being situated in the Northeast 1/4 of Section 17, Township 8, Range 1 West, Madison County, Mississippi.

There is described and conveyed whether correctly described herein or not all those lands deeded by John B. Riley to W. F. L. Lunsford by deed dated February 7, 1969, and recorded in Book 114 at Page 534 of the records of Madison County, Mississippi, and being the same property conveyed unto Janie C. Johnson by W. F. Lunsford and Margie Jean Lunsford, as evidenced by deed on record in the office of the chancery clerk of Madison County, Mississippi, in Deed Book 149 at Page 254 thereof.

WITNESS MY SIGNATURE, this the 28th day of October

1979.

ROBERT C. JOHNSON

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named ROBERT C. JOHNSON, who acknowledged that he signed and delivered the above and foregoing Quitclaim Deed on the day

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GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 28 day

and year therein mentioned.

of Commission Expires:

Ly Commission Expires May 16, 1902

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STATE OF MISSISSIPPI, Count  1, Billy V. Cooper, Clerk  for record in my office this	of the Chancery Court of sa	aid County, certify that the	within instrument was filed
for record in my office this was duly-recorded on the my office.	day of $$ NOV $2$ 1979 for office, this the of		No in
visuress my nand and sear o		BILLY Y. CO	DOPER, Clerk
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### WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged we, the undersigned BESSIE L. TUCKER (BURCHFIELD) and F. S. BURCHFIELD do hereby sell, convey, and warrant unto BILLY WAYNE MILNER and MARY HELEN MILNER as joint tenants with right of survivorship and not as tenants in common the following described land and property lying and being situated in Madison County, Mississippi, to-wit:



Commencing at the NE corner of Lot Four (4) in MADISON HEIGHTS SUBDIVISION, Madison, Mississippi, Madison County, Mississippi and running in a Southerly direction along the East property line of said Lot Four (4) to a point of beginning, thence in the same direction for 102.35 feet to a hog wire fence thence turn right through a deflection angle of 102°04' and run 437.0 feet to a barbed wire fence, thence turn right through a deflection angle of 90°00' for 100.00 feet to another barbed wire fence, thence turn right through a deflection of 90°00' and run a distance of 415.7 feet to the point of beginning. The above described land being a part of Lot 62, Block "A" according to the plat of Baldwin Farm and part of the SE% of the NW%, Section 17, T7N, R2E, Madison County, Mississippi.

This conveyance is subject to any restrictive covenants, easements, and zoning ordinances of record.

Grantor reserves unto herself all oil, gas, and other minerals on or under the property not previously reserved by prior owners.

WITNESS OUR SIGNATURES this <a href="https://day.of.november">day of November</a>, 1979.

Bessie L. Tucker Burchfield BESSIE L. TUCKER (BURCHFIELD)

F. S. BURCHEVELD

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid BESSIE L. TUCKER (BURCHFIELD) and F. S. BURCHFIELD who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this Z day of November, 1979.

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

Mids 165 255 715 QUITCLAIM DEED

R510

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, we, GUY CLARKE HARRELL and KATHERINE I. HARRELL, do hereby convey and quitclaim unto JIMMIE LEE CHAPPELL that real estate situated in Madison County, Mississippi, described as:

A parcel of land situated in or near the northeast corner of the N 1/2 of NE 1/4 of NW 1/4 of Section 22, Township 7 North, Range 1 East, Madison County, Mississippi, more particularly described as:

Beginning at the point where the north line of the NW 1/4 of said Section 22 intersects an existing barbed wire fence which runs north and south and which fence designates the west right of way line of a public gravel road, and from said point of BEGINNING run west along the north line of said NW 1/4 a distance of 350 feet; thence run south parallel to said road a distance of 120 feet; thence run east parallel to the north line of said NW 1/4 a distance of 350 feet to the aforesaid fence and the west line of said road; thence run north along said fence and the west line of said road a distance of 120 feet to the point of beginning.

WITNESS our signatures, this 3/ st. day of coctale

1979.

THE PERSON

STATE OF MISSISSIPPI COUNTY OF MA<del>DISON</del> ルバルクS

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named GUY CLARKE HARRELL and KATHERINE I. HARRELL who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 3/5 day of mining of over

Misar Nevel White

(SEAL) My commission expires:

My Commission Expires Jan. 16, 1983

my office. NOV.2. 1979..... 19 ..... Witness my hand and seal of office, this the ...... of ... NOV.2. ... 1979...... 19.....

STATE OF MISSISSIPPI COUNTY OF MADISON 160x 165 x 716

#### WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid by the grantees, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, JANIE MILLER GAMBLE, do hereby convey and warrant unto DR. HARRY BARTEE and wife, FRANCES CAMPBELL BARTEE, as joint tenants with right of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

That certain lot or parcel of land being described as being lot fourteen (14) on the west side of South Union Street less and except sixty-six (66) feet off of the west side thereof when described with reference to the map of the City of Canton, Mississippi prepared by George and Dunlap, a plat of which map is on file in the Chancery Clerk's office of Madison County, Mississippi.

Grantor and grantees herein acknowledge that they have separately contracted for the grantor to receive any rents payable before December 1, 1979 by the tenants who presently occupy the subject property and have further separately contracted that grantor may retain one (1) hot water heater and two (2) light fixtures separate from the realty.

Grantor hereby agrees to pay City and County taxes for the year 1979.

WITNESS MY SIGNATURE this the 1st. day of November, 1979.

Sance Meller Dar

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STATE OF MISSISSIPPI COUNTY OF MADISON

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PERSONALLY appeared before me, the undersigned authority in and for said County and State, JANIE MILLER GAMBLE, who is acknowledged to me that she did sign and deliver the foregoing instrument on the day and date therein mentioned as and for her cown act and deed.

GIVEN under my hand and official seal this the lsp day of November, 1979.

NOTARY PUBLIC

My Commission Expires:

3-27-1982

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk, By Dilling

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#### 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, ADELLE WILLIAMS McDOWELL, Grantor, do hereby convey and forever warrant unto JOHNNIE J. FORD and wife, GLORIA JEAN FORD, 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, and being more particularly described as follows, to-wit:

A lot or parcel of land containing l acre more or less lying and being situated in the W½ of the SE½, Section 25, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as beginning at the SW corner of the property described in Deed Book 75 at Page 526 run N 00 degrees 28' 20" W along the existing fence 264 feet to a fence corner; thence N 88 degrees 44' 05" E along the existing fence 165 feet to a point; thence S 00 degrees 28' 20" E 264 feet to a point on the north side of a gravel road; thence S 88 degrees 44' 05" W along the north side of said gravel road 165 feet to the point of beginning.

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

to-wit:	one year	Toro, wiii.	m sugit be l	prorated as		ı
Grantor _	ALL		, Grante	e Nov	ē	
	Prior mine	ral reserv	ations and/d	or conveyar	ices.	) 
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STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority, in and for the County and State aforesaid, the within named ADELLE WILLIAMS McDOWELL, 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 1st day of November, 1979.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

3-20-79

STATE OR MISSISSIPPI, County of Madison:

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

. C.

2518

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, we, BENNIE PRICE and MABEL PRICE, husband and wife, do hereby convey and warrant unto WALTER COLEMAN and ANNIE MAE COLEMAN, husband and wife, with right of survivorship and not as tenants in common the following described property situated in the City of Ridgeland, Madison County, Mississippi described as:

A lot or parcel of land lying and being situated in Lot 8 of Block 13 of Highland Colony, a subdivision in the City of Ridgeland, Madison County, Mississippi, which lot or parcel of land is more particularly described as BEGINNING at the southeast corner of that property conveyed Alonzo D. Welch on September 28, 1968 by grantors herein in Land Deed Book 113, page 185 in the Chancery Clerk's office for said County, and from said point of beginning run south along the west side of Chicago Avenue 100 feet to a point, thence west 145 feet to a point, thence north parallel with said Avenue 100 feet to a point, thence east along the south line of the Welch property 145 feet to the point of beginning and further described as being in Share No. 7 of the Joe Cummings Estate when described with reference to map or plat thereof recorded in Land Deed Book 82 at page 85½ thereof in the Chancery Clerk's Office for said County, reference to said plat being here made in aid of and a reference to said plat being here made in aid of and a part of this description.

THIS CONVEYANCE IS SUBJECT TO:

- (1) Zoning Ordinance of the City of Ridgeland, Mississippi.
- (2) The Ad Valorem taxes for year 1979 which grantors agree to pay when the same bcomes due and payable.
- (3) The warranty herein does not extend to the oil, gas and other minerals in and under the above described land, but such oil, gas and mineral interests therein which may be owned by grantors is hereby conveyed without warranty.

WITNESS OUR SIGANTURES, this 22 day of October, 1979.

make Price

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the above County and State, BENNIE PRICE and MABEL PRICE, who acknowledged that they signed and delivered the foregoing instrument as their voluntary act and deed on the date therein written.

GIVEN UNDER MY hand and official seal, this 22 Day of October, 1979.

(SEAL)

KY COMMISSION EXPIRES: 1-7-81)

STATE OF MISSISSIPPI, County of Madison:

Witness my hand and seal of office, this the ....... of ... NOV 2 ... 1979...... 19

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

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RAY HE MONTGOMERY, EXECUTOR OF THE ESTATE OF MARTHA T. WHITE HOWARD WOODS, DECEASED

ands 165 me 721

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TO:

LARRY A. WANN, ET AL

#### WARRANTY DEED

For and in consideration of the sum of FORTY-FOUR THOUSAND (\$44,000.00) DOLLARS, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, I, RAY H. MONTGOMERY, by the authority granted to me by the Chancery Court of Madison County, Mississippi, as Executor in the Matter of the ESTATE OF MARTHA T. WHITE HOWARD WOODS, deceased, in Cause No. 24-409, do hereby bargain, sell, convey and warrant unto LARRY A. WANN and DORIS ANN GILES the following described real property situated in the Town of Madison, Madison County, Mississippi, to-wit:

Lot Two (2) of Madison Heights, a subdivision of the Town of Madison, County of Madison, State of Mississippi, according to the map or plat thereof recorded in Plat Book 4 at page 25 in the Office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

The seller and purchasers shall prorate the ad valorem taxes for the year 1979 on the aforesaid described real property.

This conveyance is subject to the restrictive covenants of record in Book 297 at page 462, and Book 35 at page 446, respectively, in the Office of the Chancery Clerk of Madison County, Mississippi.

This conveyance is subject to "an undivided one-half of the royalties on oil, gas and minerals in, on and under said lands" reserved to A. Batterman and Buelah Elizabeth Batterman in deed dated December 24, 1946, and recorded in Book 45 at page 446 of the Land Records of Madison County, Mississippi.

WITNESS MY SIGNATURE, this the 36

day of October, 1979.

RAY H MONTGOMERY EXECUTOR OF THE, ESTATE OF MARTHA T. WHITE HOWARD

WOODS, DECEASED

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid State and County, the within named RAY H. MONTGOMERY, EXECUTOR OF THE ESTATE OF MARTHA T. WHITE HOWARD WOODS, DECEASED, who acknowledged that he signed and delivered the above and foregoing deed as Executor of the Estate of Martha T. White Howard Woods, deceased, by and through the authority granted to him by the Chancery Court of Madison County, Mississippi, in Cause No.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 26 day of October, 1979.

My Commission Expires: ノーフーショ

STATE OF MISSISSIPPI, County of Madison:



SPECIAL WARRANTY DEED AND ASSIGNMENT

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STATE OF MISSISSIPPI COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS:

That we, THE TEXARKANA NATIONAL BANK, acting only in its capacity as a former Co-Trustee of the Second Trust under the Will of SUSIE L. WADLEY, Deceased, and as ordered by the Judgment of the 134th Judicial District Court of Dallas County, Texas, dated February 11, 1979, in Cause No. 78-12140-G, styled ROBERT E. W. SINCLAIR V. JOHN L. HILL, ET AL; and ELLOINE M. SINCLAIR, Independent Executrix of the Estate of W. LEE SINCLAIR, Deceased, acting only in her capacity as a representative of a former Trustee and as ordered by the aforementioned Judgment, and in pursuance to said Judgment, (Grantors), do hereby Grant, Sell, Assign and Convey unto FIRST CITY NATIONAL BANK OF HOUSTON as Successor Trustee of the Second Trust under the Will of SUSIE L. WADLEY, Deceased, (Grantee), all interests heretofore held by THE TEXARKANA NATIONAL BANK or W. LEE SINCLAIR, or either of them respectively, as Successor Co-Trustees of the Second Trust under the Will of SUSIE L. WADLEY, Deceased, in and to the properties described in Exhibits A and B attached hereto, together with any and all other rights therein formerly held by either THE TEXARKANA NATIONAL BANK or W. LEE SINCLAIR as Successor Co-Trustees of the Second Trust under the Will of SUSIE L. WADLEY, Deceased, in and to said properties, specifically including all of the personal property thereon or used in connection therewith..

TO HAVE AND TO HOLD said interests together with all and singular the rights and appurtenances thereto in anywise belonging and any right, title and interest of Grantors as Successor Trustees of the Second Trust under the Will of SUSIE L. WADLEY, Deceased, unto Grantee, its successors and assigns,

; (

165

forever and Grantors do hereby bind themselves, their heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular all interests hereby granted, sold, assigned and conveyed in and to said properties described in Exhibits A and B unto Grantee, its successors and assigns, ... against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through, or under us from effective date hereof, but not otherwise, subject, however, as aforesaid.

EXECUTED this Bl day of augu and effective as of February 11, 1979.

> THE TEXARKANA NATIONAL BANK, Successor Co-Trustee of the Second Trust under the Will of SUSIE L. WADLEY, Deceased

Trust Officer

Executrix of the Estate of W. LEE SINCLAIR, Deceased

Moston.

يال الإخراق الأكامة **أ**لك يراي.

On this day personally appeared before the undersigned, a Notary Public in and for the County and State aforementioned, duly qualified, commissioned and acting, ROBERT McDOWELL, Trust Officer for The Texarkana National Bank, to me personally known and known by me to be the Grantor in the foregoing Special Warranty Deed and Assignment whose genuine signature is affixed thereto, who signed said Special Warranty Deed and Assignment before me and in the presence of two witnesses whose names are subscribed thereto as such, being competent witnesses, and who acknowledged, in my presence and in the whose names are subscribed thereto as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses that, being fully informed of the contents of the conveyance, he being duly authorized to act on behalf of The Texarkana National Bank, voluntarily executed and delivered said Special Warranty Deed and Assignment for the uses, consideration and purposes therein set forth and expressed, as the act of The Texarkana National Bank, in its capacity as a former Co-Trustee of the Second Trust under the Will of Susie L. Wadley, Deceased. Will of Susie L. Wadley, Deceased.

IN WITNESS WHEREOF, the Grantor has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses, on the day and date first above written.

Notary Public in and Bowie County, Texas Sue Nelson

My Commission Expires:

10-31-79

THE STATE OF TEXAS

COUNTY OF DALLAS

On this day personally appeared before me the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, ELLOINE M. SINCLAIR, to me personally known and known by me to be the Grantor in the foregoing Special Warranty Deed and Assignment whose genuine signature is affixed thereto, who signed said Special Warranty Deed and Assignment before me and in the presence of two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses that, being fully informed of the contents of the conveyance, she voluntarily executed and delivered said Special Warranty Deed and Assignment for the uses, consideration and purposes therein set forth and expressed and in the capacity therein stated, as Independent Executrix of the Estate of W. Lee Sinclair, Deceased, acting only in her capacity as a representative of a former Trustee of the Second Trust under the Will of Susie L. Wadley, Deceased.

IN WITNESS WHEREOF, the Grantor has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses, on the day and date first above written. SYTTYO MA

My Commission Expires:

8-7-80

Madanna Burgest...
Notary Public in and for Dallas County, Texas. Madonna Burgess

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NONE

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MR 1081	All of the undivided 1/8 royalty interest conveyed to Mrs.	
	Susic L. Wadley in a tract of land containing 965 acres,	
· Value:	more or less, out of Sections 2, 11 and 14, Tourship 9 North,	1
	Range 1 West, in that certain deed dated February 21, 1958,	6
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STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk
D. C.

. 31373

MON 165 204 728 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, I, ETHEL LEGGITT BROWN, Grantor, do hereby convey and forever warrant unto ROBERT E. WARREN, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

All that part of the W 1/2 of the NE 1/4 of Section 35, Township 10 North, Range 2 East, Madison County, Mississippi, lying East of Interstate Highway No. 55 and North of Pisgah Bottom Road.

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: 1040, Grantee: Zulo
- 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 and/or conveyance by prior owners of undivided interests in and to the oil, gas and other minerals lying in, on and under the subject property.

WITNESS MY SIGNATURE on this the 2P day of November, 1979.

Ethel Leggitt Brown

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ETHEL LEGGITT BROWN, who acknowledged to me that she did sign and deliver the above and foreging instrument on the date and for the purposes therein

GIVEN UNDER MY HAND and official seal on this the ZDE day of November, 1979.

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Medison:

witness my hand and seal of office, this the .....of ....NDV 5 ... 1979 .... 19 .....

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

AFFIDAVIT OF HEIRSHIP

Ĵ,

PERSONALLY APPEARED before me, the undersigned authority in and for the county of Madison and State of Mississippi ETHEL LEGGITT BROWN, who after being first duly sworn did state on oath that the following matters are true and correct.

1 ··· ]

That W. E. LEGGITT, died intestate in Madison County, Mississippi on or about March 3, 1921. That W. E. Leggitt.was a resident of Madison County, Mississippi, and that he left as his sole and only heirs at law his widow, IDA LEGGITT, later Ida Leggitt O'Neal and two children, Harmon Lynn Leggitt and Ethel Leggitt, now Ethel Leggitt Brown.

2.

That Harmon Lynn Leggitt died intestate in Hinds County, Mississippi, in April of 1958. That Harmon Lynn Leggitt was, at his death, a resident of Hinds County, Mississippi. That Harman Lynn Leggitt was married but once and then to Alice French. That Harman Lynn Leggitt and Alice French were divorced in Hinds County, Mississippi, in the year 1958. That Harman Lynn Leggitt died without issue leaving as his sole and only heirs-at-law his mother, Ida Leggitt O'Neal and his sister Ethel Leggitt Brown.

3.

That this Affiant makes this affidavit for the specific purpose of clarifying the chain of title in regard to the following described property lying and being situated in Madison County, Mississippi, to-wit:

All that part of the W 1/2 of the NE 1/4 of Section 35, Township 10 North, Range 2 East, Madison County Mississippi, lying East of Interstate Highway No. 55 and North of Pisgah Bottom Road.

| | | 2 | 79

Ethel Leggitt Brown

EXHIBIT "A"

SWORN TO AND SUBSCRIBED before me this the " $\stackrel{\scriptstyle \sim}{\sim}$  day of November, 1979.

STATE OF MISSISSIPPI, County of Madison:

IN THE CHANCERY COURT OF

NOV 2 1979 MISSISSIPPI

4534

PLAINANT

BILLY V. COOPER

vs.

W. E. MOORE

NO. 24-107

MARY JUANITA POAT, ET AL

DEFENDANTS

#### REPORT OF SPECIAL COMMISSIONERS

. We, the undersigned Special Commissioners in the above styled and numbered cause having been so appointed as such by decree of this Court made and entered herein on the 24th day of August, 1979, and recorded in Minute Book 81 at Page 444 and having duly qualified as such commissioners pursuant to said decree by making the oath in writing as prescribed by statute in such cases made and provided, said oath being on file in this cause, did pursuant to the authority vested in us under said decree and in accordance with the directions of the court contained therein and the statutes of the State of Mississippi, proceed to partite and divide the hereinafter described land among and between the respective parties, and do hereby submit our report as to our proceedings in the premises:

1. We conducted an on-site, visual inspection of the premises and its boundaries. We further examined the official county property map and available aerial photographs as they pertain to the subject lands. We found said land to be partially in woods and partially open and all of the same general topography, with no improvements other than the residence and utility buildings constructed and occupied in the Northeast corner of Tract One by W. E. Moore. Based thereon, we found and determined and do hereby find and determine that the following described lands lying and being situated in Madison County, Mississippi, to wit:

TRACT ÓNE:

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

TRACT TWO:

The Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), Section 25,77 Township 10 North, Range 2 East.

are capable of and should be partitled and divided in kind by allotting unto the respective parties the hereinafter described shares therein.

That such shares are of equal value in direct proportion to their respective sizes, and that no owelty is required; and that such partition and division will be fair and equitable to each of said parties.

- 2. In order to establish the precise boundaries of the respective shares the acreage therein, and the road frontage to be given each, upon receiving the surveyor's report and plat of survey, a true and correct copy of which is attached hereto as Exhibit "A", we proceeded to allott the following shares to the hereinafter named parties:
  - A. We partited TRACT ONE by dividing the same into three (3) shares equal in value in direct proportion to their respective sizes, allotting one (1) share equivalent to a 1/14th interest, to W. E. Moore, one share equivalent to a 4/7ths interest to Mary Juánita Poat, and one share in solido equivalent to a 5/14ths interest to Robert Moore, et al, as follows:
    - (1) Unto W. E. Moore, we did and do hereby allott a share in TRACT ONE, consisting of 5.71 acres (being the equivalent of a 1/14th interest in the whole) in the Northeast corner thereof, which encompasses his residence, utility building and other improvements, constructed thereon by him at his sole expense, and which share is more particularly described as follows:

A parcel of land containing 5.71 acres, more or less, lying and being situated in the NE 1/4 of the SE 1/4, Section 25, Township 10 North, Range 2 East, Madison County, Mississippi, and more particularly described as beginning at the Northeast corner of the SE 1/4 of said Section 25, run S 00° 12' 54" W along the east line of said SE 1/4 416 feet to a point; thence N 89° 43' 27" W 598 feet to a point; thence N 00° 12' 54" E 416 feet to a point on the north line of said SE 1/4; thence S 89° 43' 27" E along said north line 598 feet to the point of beginning.

We found and determined and do hereby find and determine that the allottment of said share to W. E. Moore is fair and equitable to all parties.

(2) Unto Mary Juanita Poat we did and do hereby allott a share in TRACT ONE consisting of 46.21 acres (being the equivalent of a 4/7ths interest in the whole) which is more particularly described as follows:

A parcel of land containing 46.21 acres, more or less, lying and being situated in the SE 1/4 of Section 25, Township 10 North, Range 2 East, Madison County, Mississippi, and more particularly described as commencing at the Northeast corner of said SE 1/4 and run thence S 00° 12' 54" Walong the east line of said SE 1/4 416 feet to the point of beginning of the property herein described; thence run S 00° 12' 54" W along the east line of said SE 1/4 351.96 feet to a point; thence N 890 481 02" W 2284.27 feet to a point; thence S 000 02' 16" E 552.24 feet to a point; thence N 89° 48' 02" W 379.55 feet to the west line of the said SE 1/4; thence N 00° 02' 16" W along the west line of the said SE 1/4 to the Northwest corner of the said SE 1/4; thence S 890 43' 27" E along the north line of the said SE 1/4 2069. 23 feet to a point; thence S 00° 12' 54" W 416 feet to a point; thence S 89° 43' 27" E 598 feet to a point on the east line of the said SE 1/4 and the point of beginning.

(3) Unto Joe Moore, if living, and if not living, then the unknown heirs at law of Joe Moore, Deceased; Estelle Woods, if living, and if not living, then the unknown heirs at law of Estelle Woods, Deceased; Nina Brackens, if living, and if not living, then the unknown heirs at law of Nina

Brackens, Deceased; Mary Irene Sanford, if living, and if not living, then the unknown heirs at law of Mary Irene Sanford, Deceased; and Robert Moore, if living, and if not living, then the unknown heirs at law of Robert Moore, Deceased, we did and do hereby allott in solido a share in TRACT ONE containing 29.00 acres (being the equivalent of a 5/14ths interest in the whole) which is more particularly described as follows:

A parcel of land containing 29.00 acres, more or less, lying and being situated in the SE 1/4 of Section 25, Township 10 North, Range 2 East, Madison County, Mississippi, and more particularly described as beginning at the NE corner of the said SE 1/4 and run thence S 00° 12' 54" W 767.96 feet to the point of beginning; run thence N 89° 48' 02" W 2284.27 feet; thence S 00° 02' 16" E 552.24 feet to a point; thence S 89° 48' 02" E to the SE corner of the NE 1/4 of the SE 1/4; thence N 00° 12' 54" E along the east line of the SE 1/4, 552.24 feet to the point of beginning.

- B. We partited TRACT TWO by dividing the same into two shares, allotting one (1) share containing 11.52 acres and being the equivalent of a 2/7ths interest to Mary Juanita Poat and one share containing 28.78 acres and being the equivalent of a 5/7ths interest to Joe Moore, et al, in solido:
  - (1) The share which we did and do hereby allott and set aside unto Mary Juanita Poat in TRACT TWO is more particularly described as follows:
  - 11.52 acres evenly off of the west side of the SW 1/4 of the SE 1/4, Section 25, Township 10 North, Range 2 East, Madison County, Mississippi.
  - (2) The share which we did and do hereby allott and set aside in solido unto Joe Moore, if living, and if not living, then the unknown heirs at law of Joe Moore, Deceased; Estelle Woods,

of Estelle Woods, Seceased; Nina Brackens, if living, and if not living, then the unknown heirs at law of Nina Brackens, Deceased; Mary Iren Sanford, if living, and if not living, then the unknown heirs at law of Mary Irene Sanford, Deceased; and Robert Moore, if living, and if not living, then the unknown heirs at law of Robert Moore, Deceased, is more particularly described as follows:

The SW 1/4 of the SE 1/4, Section 25, Township 10 North, Range 2 East, Madison County, Mississippi. LESS AND EXCEPT: 11.52 acres evenly off the west side, containing 28.78 acres, more or less.

3. That the statement of George W. Covington, for services rendered in the amount of \$510.00 is hereby attached to and made a part of this report for all purposes as Exhibit "B".

WHER EFORE, your Special Commissioners pray that this report will be received, filed and docketed and that the same will be heard and confirmed as set forth in the aforesaid decree and subsequent orders of the Court.

THIS the 19th day of October, 1979.

CODY M/ CANOY

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BILLY V. COOPER

Wall C. Com

#### STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, CODY M. CANOY, BILLY V. COOPER, and WALTER C. CUMMINS, who being by me first duly sworn, state on their oaths that the things, matters and acts contained in the above and foregoing Report of Special Commissioners are true and correct as therein set forth.

SWORN TO AND SUBSCRIBED before me on this the 2nd day of Novem-

MY COMMISSION EXPIRES:

My Commission Explica Sept. 22, 19.

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J.R. MOORE EST.

EXHIBIT "A"

October 20,1979

· Mr. Cody Canoy

FOR PROFESSIONAL SERVICES RENDERED

Survey and plat of the J. R. Moore, Est.

10 hours field work at \$35.00 \$350.00 8 hours office work at \$20.00 160.00 \$510.00

STATE OF MISSISSIPPI, County of Madison:

And and

EXHIBIT "B"

MOEKED

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COMBINED WARRANTY AND GUARDIAN'S DEED

6539

THIS DEED made this the 2 nd day of November, 1979, by MINNIE C. HARRELD, W. E. HARRELD, JR., J. KEARNEY DOSSETT, Trustee. of the "Mary Mallie Harreld Revocable Trust" created by Revocable Trust Agreement dated March 14, 1975, and filed of record in Book 410 at Page 706 in the records of the Chancery Clerk of Madison County, Mississippi, J. KEARNEY DOSSETT, Trustee of the "William Edmiston Harreld, III Revocable Trust" created by Revocable Trust Agreement dated December 11, 1975, and filed of record in Book 415 at Page 273 in the records of the Chancery Clerk of Madison County, Mississippi, J. KEARNEY DOSSETT, Trustee of the "Wilson Arrington Harreld Revocable Trust" created by Revocable Trust Agreement dated October 17, 1977, filed of record in Book 435 at Page 563 in the records of the Chancery Clerk of Madison County, Mississippi and DEPOSIT GUARANTY NATIONAL BANK, Jackson, Mississippi, as General Guardian of the Estates of James Eastland Harreld, John Cowan Harreld and Lee Ann Harreld, all of whom are minors, to MARSHALL DURBIN, INC., a Mississippi corporation.

#### WITNESSETH:

WHEREAS, Deposit Guaranty National Bank is the duly qualified and acting General Guardian of the Estates of James Eastland Harreld, John Cowan Harreld and Lee Ann Harreld, all of whom are minors, having been so appointed by a decree of the Chancery Court of Madison County, Mississippi, dated the 27th day of March, 1967.

WHEREAS, by a decree of the Chancery Court of Madison County, Mississippi, rendered on the 2nd day of November, 1979, Deposit Guaranty National Bank, Jackson, Mississippi, General Guardian of the Estates of James Eastland Harreld,

John Cowan Harreld and Lee Ann Harreld, all of whom are minors, was authorized to convey to Marshall Durbin, Inc., a Mississippi corporation, all of their interest in and to the tract of land hereinafter described and was authorized to execute and deliver a Deed to convey the interest of said minors in said tract of land.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, Minnie C. Harreld, W. E. Harreld, Jr., J. Kearney Dossett, Trustee of the "Mary Mallie Harreld Revocable Trust\* created by Revocable Trust Agreement dated March 14, 1975, and filed of record in Book 410 at Page 706 in the records of the Chancery Clerk of Madison County, Mississippi, J. Kearney Dossett, Trustee of the "William Edmiston Harreld, III Revocable Trust" created by Revocable Trust Agreement dated December 11, 1975, and filed of record in Book 415 at Page 273 in the records of the Chancery Clerk of Madison County, Mississippi, and J. Kearney Dossett, Trustee of the "Wilson Arrington Harreld Revocable Trust\* created by Revocable Trust Agreement dated October 17, 1977, filed of record in Book 435 at Page 563 in the records of the Chancery Clerk of Madison County, Mississippi, hereby convey, with warranty, unto Marshall Durbin, Inc., a Mississippi corporation, and Deposit Guaranty National Bank, Jackson, Mississippi, as General Guardian of the Estates of James Eastland Harreld, John Cowan Harreld and Lee Ann Harreld, all of whom are minors, does hereby convey unto Marshall Durbin, Inc., a Mississippi corporation, a parcel of land fronting 140 feet on the south side of West Fulton Street (Old Mississippi State Highway No. 22), containing 3.6 acres, more or less, lying and being situated in the SW-1/4 of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point on the south right of way line of West Fulton Street (Old Mississippi State Highway No. 22), said point being the NW corner of that property conveyed to the City of Canton by deed recorded in Deed Book 117 at Page 500 in the records of the Chancery Clerk of said county, and being 570 feet S 78°20'W along said R.O.W. line from the intersection of said south R.O.W. line with the west line of Lot 5, Block "B", Fairground Addition to the City of Canton, Mississippi, and from said point of beginning running S 78°20'W along said R.O.W. line for 140 feet to a point; then S 11°40'E perpendicular to said R.O.W. line for 750 feet to a point; thence N78°20'E parallel to said R.O.W. line for 480 feet to a point; thence N 11°40'W perpendicular to said R.O.W. line for 150 feet to a point; thence S 78°20'W parallel to said R.O.W. line for 340 feet to a point; thence N 11°40'W perpendicular to said R.O.W. line for 600 feet to the point of beginning.

Note: Bearings in this description were determined from bearings of City of Canton property according to deed recorded in Deed Book 117, Page 500.

Excepted from the warranties herein are all zoning and subdivision ordinances presently in force, ad valorem taxes for the year 1979 which are not yet due and payable, mineral reservations by prior owners, and any presently existing power and water utility easements on record in the office of the Chancery Clerk of Madison County, Mississippi.

Minnie C. Harreld

W. E. Harreld, Jr.

J. Kearney Dossett, Trustee of the "Mary Mallie Harreld Revocable Trust" created by the Revocable Trust Agreement dated March 14, 1975, and filed of record in Book 410 at Page 706 in the records of the Chancery Clerk of Madison County, Mississippi

J Kearney Dossett, Trustee of the "William Edmiston Harreld, III Revocable Trust" created by the Revocable Trust Agreement dated December 11, 1975, and filed of record in Book 415 at Page 273 of the records of the Chancery Clerk of Madison County, Mississippi

MODE 165 MACE 742

J. Kearney Dossett, Trustee of the "Wilson Arrington Harreld Revocable Trust" created by Revocable Trust Agreement dated October 17, 1977, filed of record in Book 435 at Page 563 in the records of the Chancery Clerk of Madison County, Mississippi

Deposit Guaranty National Bank, Jackson, Mississippi, General Guardian of the Estates of James Eastland Harreld, a minor, John Cowan Harreld, a minor, and Lee Ann Harreld, a minor

By: Millon B. Warnes. Officer

STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY came and appeared before me, the undersigned authority at law in and for the aforesaid jurisdiction, the within named MINNIE C. HARRELD, who acknowledged that she signed and delivered the above and foregoing COMBINED WARRANTY AND GUARDIAN'S DEED on the day and year therein shown.

day of November , 1979.

William E. Dosell

My commission expires:

By Commission typies oct. 17, 1993

County

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY came and appeared before me, the undersigned authority at law in and for the aforesaid jurisdiction, the within named W. E. HARRELD, JR., who acknowledged that he signed and delivered the above and foregoing COMBINED WARRANTY AND GUARDIAN'S DEED on the day and year therein shown.

800x 165 PACL 743

day of November, 1979.

William E. Dosett

My commission expires:

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority at law in and for the aforesaid jurisdiction, the within named J. KEARNEY DOSSETT, Trustee of the "Mary Mallie Harreld Revocable Trust," who acknowledged that he signed and delivered the above and foregoing COMBINED WARRANTY AND GUARDIAN'S DEED on the day and year therein shown.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 1 St day of November, 1979.

William E. Dosedt

My commission expires:

Wy Commission Expires Oct. 12, 1853.

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority at law in and for the aforesaid jurisdiction, the within named J. KEARNEY DOSSETT, Trustee of the "William Edmiston Harreld, III Revocable Trust," who acknowledged that he signed and delivered the above and foregoing COMBINED WARRANTY AND GUARDIAN'S DEED on the day and year therein shown.

day of November, 1979.

William E. Drasett Notary Public

My commission expires:

My Commission Fapues Oct. 17, 1983

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority at law in and for the aforesaid jurisdiction, the within named J. KEARNEY DOSSETT, Trustee of the "Wilson Arrington Harreld Revocable Trust," who acknowledged that he signed and delivered the above and foregoing COMBINED WARRANTY AND GUARDIAN'S DEED on the day and year therein shown.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the / S+ day of November, 1979.

William E. Dossett

My commission expires:

. STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority at law in and for the aforesaid jurisdiction, the within named vector, asst. Trust Officer of DEPOSIT GUARANTY NATIONAL BANK, Jackson, Mississippi, who acknowledged that he, acting for and on behalf of said bank, after having been duly authorized so to do, signed and delivered the above and foregoing COMBINED WARRANTY AND GUARDIAN'S DEED on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 2 Ad November . day of \_ , 1979. dy commission expires: 

Part !

STATE OF MISSISSIPPI COUNTY OF MADISON

sion 165 aus 746

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, WE, O. T. FARRELL and wife, EVA P. FARRELL, do hereby sell, convey and warrant unto JOHNNY SIMS and wife, LOTTIE MAE SIMS, as joint tenants with 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:

Beginning at the North East corner of the present Lot owned by Mrs. A. Y. Jones on the West side of South Union Street, run North along the West side of said Union Street 65 feet, thence West 200 feet, thence South 65 feet, thence East 200 feet to the point of beginning. Being a strip of land fronting 65 feet, and being 200 feet deep, off of the South side of Lot 26 on the West side of South Union Street, in the City of Canton, according to George & Dunlap's present map of the City of Canton.

This conveyance is executed subject to the following exceptions:

- 1. Ad valorem taxes for the year 1979 shall be prorated with the Grantors paying  $\frac{/2}{12}$ ths of said taxes and the Grantees paying O/12ths of said taxes.
- 2. Zoning Ordinances and Subdivision Regulations of the City of Canton, Madison County, Mississippi.

EXECUTED this the 2 day of November, 1979.

E va Fanell
EVA P. FARRELL

BOOK 165 PAGE 747

STATE OF MISSISSIPPI COUNTY OF MADISON

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

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

commission expires: - MA COMINACÇON EXPIRES NOME SSY 1880

STATE OF MISSISSIPPI, County of Madison:

-ريزي- --<sub>الأ</sub>

BILLY V. COOPER, Clerk

### 300x 165 202 748 WARRANTY DEED

46543



For good and valuable consideration, receipt of all of which is hereby acknowledged, I, Maurice R. Black, do hereby grant, convey and warrant, subject to oil and gas conveyance to Petro Royalth Corporation of record in Book 7, page 346 in the office of the Chancery Clerk at Canton, Mississippi, unto Jerry W. McLendon and his wife, Thelma Black McLendon, as joint tenants, and not as tenants in common, with full rights of survivorship the following described land lying and being situated in Madison County, Mississippi, to-wit:

The North Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter, Section 30, Township 8 North, Range 1 West; and

An easement for the purpose of entrance to and exit from the foregoing land, and with right to construct and repair a road thereon, but not for exclusive use of grantees, said land over which said easement is granted is described as beginning at a point 30 feet east of the northwest corner of the northwest quarter of Section 29, Township 8 North, Range 1 West; thence west along Section lines of said Sections 29 and 30 to the northeast corner of the North Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter, Section 30, Township 8 North, Range 1 West, thence South for a distance of 40 feet, thence East for the same distance as and parallel to the first call of this description (same being parallel to the aforesaid section lines for approxim ately 2020 feet); thence North for a distance of 40 feet to the POINT OF BEGINNING, lying and being situated in the Northwest Quarter of Section 29, and the Northeast Quarter of Section 30, aforesaid.

Executed, signed and delivered this the 21st day of August, 1979.

State of Mississippi Carroll County

Personally appeared before me the undersigned authority in and for said state and county the within named Maurice R. Black, who acknowledged that he executed, signed and delivered the foregoing instrument as his own act and deed, of his own free will and accord for the purposes therein stated and on the day and year therein mentioned.

nand a Witness my hand and seal of office this the 2/ day of August, 1979.

MACK L. BOYKIN
ATTORNEY AT LAW
COUNTRIONES SOURCE
F. O. BOX 203
CARROLLTON, MISS.

STATE OF MISSISSIPPI, Country of Madison:

STATE OF MISSISSIPPI, Country of Madison:

Country of said Country certify that the within in

Calendar Care

for record in my office this said of NOV 5 1979 at Move on Page / White in the within instrument was filed for recorded on the day of NOV 5 1979 at Move on Page / White in my office. 

By. D. C. 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, We, ALLAN LESTER LEWIS and DEBRA HELAINE F. LEWIS, Husband and Wife, do hereby sell, convey and warrant unto WILLIAM DEAN HUNTLEY and Wife, CECIL F. HUNTLEY, 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:

> Commencing at the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 17, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence South 819.8 feet; thence run West a distance of 81.66 feet to the POINT OF BEGINNING; run thence West'a distance of 103.34 feet; run thence North a distance of 158.8 feet; run thence East a distance of 103.34 feet; run thence South a distance of 158.8 feet, to the point of beginning; and being a part of Lots 1, 2, 3 and 4 of Knight Subdivision in the Town of Madison, Madison County, Mississippl, when described with reference to map or plat of said subdivision of record in Plat Book 3 at Page 73 thereof. (now Plat Slide A-96) in the Chancery Clerk's Office for said county.

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 Grantors agree to pay to the Grantees or their assigns any deficit on an actual proration, and likewise the Grantees agree to pay to the Grantors or their assigns any amount overpaid by them.

WITNESS our signatures, this the 1st day of NOVEMBER, A. D., 1979.

Allan Lester

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, ALLAN LESTER LEWIS and DEBRA HELAINE F. LEWIS, who acknowledged before me that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this the lst day of NOVEMBER, A. D., 7

My. Commission October 27, 1981 强力

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argarel Notary Public Ü

STATE OF MISSISSIPPI, County of Madison:

And the state of t

BILLY V. COORER, Clerk 

#### MOS 165 MAR 750 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 all of which is hereby acknowledged, we, ROY T. SCHOOLER and wife BEVERLY R. SCHOOLER, do hereby sell, convey release and forever quitclaim unto ROY T. SCHOOLER, the following described land and property located in Madison County, Mississippi, being more particularly described as follows, to wit:

Starting at the Northeast corner of Lot 5, Block 27, Highland Colony, being a Subdivision of the Town of Ridgeland, Madison County, Mississippi, according to a map or plat thereof on file in Plat Book 1, Page 6, in the Chancery Clerk's records in Madison County, Mississippi; and running due South along the East line of Lot 5 a distance of 300.0 feet to the North Property line of a 40 foot street; thence running North 89 degrees 45 minutes West along the NPL of the 40 foot street a distance of 240.0 feet, to the WPL of another 40 foot street and the POB (Point of Beginning), of the property surveyed and platted hereon.

From the point of beginning: run North 89 degrees 45 minutes West, along the NPL a distance of 110.0 feet; thence, run due North a distance of 140.0 feet; thence, run South 89 degrees 45 minutes East, a distance of 110.0 feet, to the WPL of a 40 foot street; thence, run due South along said WPL a distance of 140.0 feet, to the POB.

Ad valorem taxes for year 1979 are to be assumed by Grantee. WITNESS OUR SIGNATURES, this the

1979.

STATE OF MISSISSIPPI COUNTY OF HINDS

This day before me, the undersigned authority in and for the jurisdiction aforesaid, personally appeared the hereinabove named ROY T. SCHOOLER and BEVERLY R. SCHOOLER, both of whom acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein mentioned as their free and voluntary act and deed.

AGIVEN UNDER MY HAND AND OFFICIAL SEALthis the \_, 1979.

NOTARY FUBLIC

STATE OF MISSISSIPPI, County of Madison:

8008, 165 PACE 7

County, Mississippi 65533

Electrical Distribution

, mr 19-1190
RIGHT OF WAY INSTRUMENT
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 20 feet in width for the location construction, reconstruction, operation, maintenance, and removal of electric power and/or communications lines and circuits, including poles, towers, cross arms, insulators, wires, cables, hardware, transformers, switches, guy wires, anchors and all other equipment, structures, material and appliances, now or hereafter used, useful or desired in connection therewith, over, across, under, and on that land in the County of
Madison Mississippi, described as follows, to-wit: A cortain parcol of land lying and
being signated in the Southeast 1 of the Northwest 1 of Section 7, Township 10 North, Range
3 East, Madison County, Mississippi as staked and pointed out to the grantor.
•
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together with the right of ingress and egress to and from said right of way across the adjoining land of the Grantors, the passage of vehicles and equipment upon said right of way and the right to install and maintain guy wires and anchors beyond the limits of said right of way.
Grantee shall have the full right, without further compensation, to clear and keep clear said right of way, including the right to cut down, condition, treat or otherwise remove all trees, timber, undergrowth, and other obstruction. Grantee shall have the further right to cut down from time to time all trees that are tall enough to strike the wires in falling, where located beyond the limits of said right of way, (called "danger trees"). Payment for the first cutting of danger trees is included in the above consideration. Grantee shall pay to Grantor, or his successor in title, the reasonable market value of danger trees cut thereafter.

Grantors covenant that they will not construct or permit the construction of any house, barn, well or other structure or has 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 land 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 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. FORM NO. 700-7820 STATE OF MISSISSIPPI named named instrument, who being first duly sworn, deposeth and saith that he saw the within named instrument, who being first duly sworn, deposeth and saith that he saw the within named instrument, who being first duly sworn, deposeth and saith that he saw the within named in the same in the Hinds COUNTY OF... whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and €. Sworn to and subscribed before me, this the ., 19\_\_\_ RUDQUE mill KIN . 3.11

Official Title) My Commission Expires
STATE OF MISSISSIPPI, County of Madison:

my office.
Witness my hand and seal of office, this the . . . . of . NOV . 5 . . . 1979 . . .

BILLY V. COOPER, Clerk,

ands 165 mg 752

2553 County, Mississippi

Electrical Distribution

WA 65532 BA 79-1765

370.2

RIGHT OF WAY IN	(STRUMENT
(acting personally and for and on behalf of our heirs, successors, and assigns a	ations, receipt of all of which is hereby acknowledged, I/we not any other person claiming or to claim the property hereinwarrant unto MISSISSIPPI POWER & LIGHT COMPANY,
its successors and assigns (herein called "Granteo"), a right of way and ease reconstruction, operation, maintenance, and removal of electric power and/ceross arms, insulators, wires, cables, hardware, transformers, switches, guy appliances, now or hereafter used, useful or desired in connection therewith	ment 20 feet in width for the location construction, or communications lines and circuits, including poles, towers,
Madison , Mussissippi, described as follows, to	
! soing situated in the Southwest } of the Northeast	d of Section 28, Township 9 North, Range
B 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 vehicles and equipment upon said right of way and the right to install a	across the adjoining land of the Grantors, the passage of ad maintain guy wires and anchors beyond the limits of said
right of way.  Grantee shall have the full right, without further compensation, to cleat down, condition, treat or otherwise remove all trees, timber, undergrowth to cut down from time to time all trees that are tall enough to strike the of way, (called "danger trees"). Payment for the first cutting of danger trees". Payment for the first cutting of danger trees of way, (called "danger trees"). The trees of the trees	r and keep clear said right of way, including the right to cut, and other obstruction. Grantee shall have the further right
Grantor, or his successor in title, the reasonable market value of causes.  Grantors covenant that they will not construct or permit the constru	ction of any house, barn, well or other structure or hazard on
gaid right of way.  It-last etherwise herein specifically provided, the center line of the ele	ctric power line initially constructed on this right of way shall
be the center line or said right of way.	and abandon said right of way, the rights herein created in
Should Grantee, or its successors, remove its ractimes from and the Grantee shall terminate, but with the right to remove therefrom all of Grantee shall terminate, but with the right to remove therefrom all of Grantee it is understood that Granters shall have, at all times the right to use interfere with the rights herein created in Grantee, and that Grantee will not interfere with the rights herein created in Grantee, and that Grantee will not interfere with the right to grantee.	said right of way for any lawful purpose provided it does not
WITNESS my/our signature this the day of	La & Mittelly
HO ESWIEST	Transiti Dans
La leselor_	
The state of the s	
7	FORM NO. 700-7320
STATE OF MISSISSIPPI	
CONTROL OF Minds	2 to 15 attention the audible
Personally appeared before me, the undersigned authority	in and for the above named jurisdiction, the within
	ONE OF THE STUDENTS
named H. D. Edwards witnesses to the foregoing instrument, who being first duly so	worn, deposedt and saidt that he sait the
Sam P. Samith Vallar	
and	to the gold Mississippi Power & Light Company; that
whose names are subscribed thereto, sign and deliver the same he, this affiant, subscribed his name as a witness thereto in the	to me same of the above named Grantors, and
1 - Loo Baker	1d 1) Elevant
Sworn to and subscribed before me, this the 30	day of October 1917
My Commission Expires Feb. 22, 1982	Datary Dillia
My Commission Expires	(Official Title)
************	, ,
STATE OF MISSISSIPPI, County of Madison:	214-
Changery Court of sa	id County, certify that the within instrument was file

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS, (\$10.00), cash in hand paid us, and the assumption by the Grantee of that certain indebtedness to Canton Exchange Bank, in the principal sum of \$17,000.00, which is described in and secured by a Deed of Trust dated November 3, 1978 and recorded in Deed of Trust Book 449 at Page 543 in the office of the Chancery Clerk of Madison County, Mississippi, upon and covering the hereinafter described real property, such payment to be made in accordance with the terms, conditions and obligations of said Deed of Trust, the receipt and sufficiency of which is hereby acknowledged, I, MARTHA A. ALEXANDER, Grantor, do hereby convey and forever warrant unto JESSIE PRIMER, JR. and ALBERTINE PRIMER, his wife, Grantees, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Beginning at the Southwest corner of Lot 6 in square 4 according to the original plot of Town of Canton, which point is also the Southwest corner of lot 12 on the North side of West Peace Street according to the George and Dunlap 1898 Map of said city, run last along the North margin of Peace Street, 40 feet, thence run North to the North boundary line of the said Lot 6 in square 4 according to the original plot of the Town of Canton, thence run West 40 feet, thence run South to North margin of Peace Street to the point of beginning, being part of Lot 12 on the North side of West Peace Street, according to the Map of Canton prepared by George and Dunlap upon which lots are constructed two story buildings numbered 221 and 223 on the North side of West Peace Street: Less the West part thereof conveyed by deed to James B. Spell, dated September 25, 1956, and recorded in Book 66, Page 285.

The Warranty of this conveyance is subject to the following:

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1979 and subsequent years.
- 2. City of Canton, Madison County Zoning Ordinance of 1958, as amended.
  - 3. This property is not Grantor's homestead.
    WITNESS MY SIGNATURE, this the And day of November, 1979.

Martha C. Clucina Martha A. ALEXANDER

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STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the State and County aforesaid, the within named MARTHA A. ALEXANDER, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned as her act and deed.

Martholi-Allender GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 200 day

of November, 1979.

MY COMMISSION EXPIRES: MY COMMISSION EXPORES NOVEMBER 8, 1981

STATE OF MISSISSIPPI, County of Madison:

- 14

WARRANTY DEED 1008 165 205 755

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, ISIAH JOHNSON, Grantor, do hereby convey and forever warrant unto GEORGIA BELL JOHNSON, a Life Estate, for her life, then unto TRACIE N. JOHNSON, Grantees, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Five (5) acres, more or less, in the Southwest corner of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), Section 24, Township 11 North, Range 3 East, Madison County, Mississippi, being more particularly described as follows: 8 acres in the Southwest corner of the SE 1/4 of SE 1/4, Section 24, Township 11 North, Range 3 East, bounded on the North and Northeast by lands owned by W. W. Watts in 1956, on the South by lands of Isidore Harrison, and on-the West by lands owned by J. O. Watts in 1956, LESS AND EXCEPT all that part thereof sold to Luther Sutherland by deed recorded in Book 43 at page 280 in the records of the Chancery Clerk's Office of Madison County, Mississippi; also, LESS AND EXCEPT the Gin lot described in said deed; also, LESS AND EXCEPT that certain 1.0 acres conveyed to William George Campbell by deed recorded in Book 115 at page 318 in the records of the Chancery Clerk's Office 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. Reservations by prior owners of all interest in oil, gas and other minerals lying in, on and under the subject property.
- 4. Right of way for ingress and egress as set forth in deed from Rusie Nichols to William George Campbell, dated August 26, 1969, and recorded in Book 115 at page 318 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the 1st day of November, 1979.

Minte Bell John

gains laposon

Cooper's Bell Johnson

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, ISIAH JOHNSON and georgia Bell Johnson, 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 of November, 1979.

STATE OF MISSISSIPPI, County of Madison:

(SEAL)

Hy Commission Explies July 28, 1988

At a regular called meeting of the Officers and Board of Directors of BEAR CREEK WATER ASSOCIATION, INC., a Mississippi Corporation, day of October, 1979, a quorum of members being present, a motion was properly made and duly seconded that the Company convey and quit-claim to WALTER RAY HART and wife its interest in that tract of land in Madison County, Mississippi, which tract the company had acquired from the Harts in 1972, as follows:

#### RESOLUTION

The Board of Directors of BEAR CREEK WATER ASSOCIATION, The Board of Directors of BEAR CREEK WATER ASSOCIATION, INC., a Mississippi Corporation, hereby determines to sell, transfer, and quit-claim, and thereby return to WALTER RAY HART and PEGGY K. HART, that tract of land which the company acquired from said WALTER RAY HART and PEGGY K. HART by that certain Warranty Deed dated July 26, 1972, as recorded in Book 127, Page 830 in the Office of Chancery Clerk, Madison County, Mississippi.

. 'To accomplish this purpose for and on behalf of said corporation, the Board of Directors now appoints, authorizes, and directs Mr. O. E. ANDERSON, President of BEAR CREEK WATER ASSOCIATION, INC., as its agent to carry out said act for the company, particularly vesting said O. E. ANDERSON with full power so to act for the company in this instance, and specifically to give such deeds and instruments as are necessary to accomplish said transfer and conveyance.

After full consideration and discussion of said motion, it was unanimously approved by the Board of Directors of said BEAR CREEK WATER ASSOCIATION, INC.

#### CERTIFICATION

I, N. F. Anolesse	, serving in the capacity
of Theridant	for BEAR CREEK WATER ASSOCIATION, INC.,
do hereby and herewith attes	st and certify that the above is a true and
correct copy of that Resolut	cion adopted by the Board of Directors of
said corporation on the day	and date therein mentioned.
Witness my Hand and the	e Seal of the Corporation, this
day of October 197	79.
The state of the s	and de la
State of the state	•

STATE OF MISSISSIPP, County of Madison:

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my office. 

BILLY V. COOPER, Clerk
By D. C.



#### QUITCLAIM DEED



100 M. 758

STATE OF MISSISSIPPI COUNTY OF MADISON

FOR AND IN CONSIDERATION of Ten dollars (\$10.00) cash in hand paid this day, and in further consideration of that Option agreement dated May 29, 1972, wherein it was provided that subject land would revert to grantors therein, WALTER RAY HART and wife, PEGGY K. HART, should grantee therein, BEAR CREEK WATER ASSOCIATION, INC., abandon use thereof, and as BEAR CREEK WATER ASSOCIATION, INC., has now ceased use thereof, therefore said BEAR CREEK WATER ASSOCIATION, INC., does hereby and herewith transfer, sell, convey, release, and quitclaim forever unto the aforesaid WALTER RAY HART and wife, PEGGY K. HART, that certain tract of land lying in Madison County, Mississippi, and being more particularly described as follows:

Being situated in the NW/4 of the NW/4 of Section 2, Township 7 North, Range 2 East, Madison County, Mississippi and being more particularly described by metes and bounds as follows: Beginning at the SE corner of the NE/4 of the SW/4 of the said Section 2 and run thence west, 2618.2 feet along the north line of the S/4 of the said Section 2 to a point located on the East right-of-way line of a public paved road; thence North, 3566.3 feet along the said East right-of-way line to an iron pin marking the point of beginning for the parcel herein described, said iron pin being further described as being located 620.2 feet south of the northern right-of-way line of a public paved road; thence from said point of beginning run north, 100.0 feet along the said east right-of-way line of a public paved road to an iron pin; thence turn right through a deflection angle of 90° and run east, 100.0 feet to an iron pin; thence turn right through a deflection angle of 90° and runwest, 100.0 feet to the point of beginning, containing 0.23 acres, more or less. Being situated in the NW/4 of the NW/4 of Section 2, Township

It is the desire of Grantor herein to clarify the status of title to subject tract, and thus it is the intent of Grantor herein to convey, and Grantor does hereby convey, to Grantee all of the right title and interest in subject tract which was acquired by Grantor from Grantee pursuant to the aforesaid option agreement and that certain succeeding Warranty Deed dated July 26, 1972, recorded in Book 127, Page 830 in the Office of Chancery Clerk, Madison County, Mississippi. Witness my hand this \_\_\_

BEAR CREEK WATER ASSOCIATION, INC.

1979.

#### ACKNOWLEDGEMENT

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named O. E. ANDERSON, President of BEAR CREEK WATER ASSOCIATION, INC., who acknowledged that he signed and executed the foregoing instrument for and on behalf of said BEAR CREEK WATER ASSOCIATION, INC., a Mississippi Corporation, and that said act was done on and with full and proper authority as the free act and deed of said BEAR CREEK WATER ASSOCIATION, INC.

Given under my hand and official seal of office, this the day of November, 1979.

Myslin C. Boudaugue

MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES NOV. 22, 1981

STATE OF MISSISSIPPI, County of Madison:

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MOEXED

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#### WARRANTY DEED

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, JO ANN WOLCOTT OVERTON, acting by and through HITE B. WOLCOTT, her duly appointed attorney-in-fact under a power of attorney dated July 5, 1966, and recorded in Book 343 at page 225 in the office of the Chancery Clerk of Madison County, Mississippi; BLANCHE LEE WOLCOTT PATTERSON; SARAH WOLCOTT SAUCIER AND HITE B. WOLCOTT, Individually, do hereby convey and forever warrant unto J. W. EAKES AND ANNA V. EAKES as joint tenants with full right of survivorship and not as tenants in common our undivided four fifths (4/5th) interest in and to the following described real property lying and being situated in the Town of Ridgeland, Madison County, Mississippi, to-wit:

A lot or parcel of land lying and being situated in the SW 1/4 SE 1/4 SW 1/4, Section 30, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point that is 195.0 feet North of the intersection of the East Line of Lot 5, Block 26, Highland Colony, with the North Line of Lakeland Street, run West for 145.0 feet to a point on the East Line of a proposed Street; thence South for 75.0 feet along the East line of said proposed street to a point; thence East for 145.0 feet to a point; thence North for 75.0 feet to the point of beginning.

The Grantors do each further convey unto the Grantees any and all interest in and to said property inherited by the Grantors under the last

7

MOR 165 MAR 701

will and testament of Ernest E. Wolcott, Deceased.

WITNESS OUR SIGNATURES on this the 11 = day of October, 1966.

JO ANN WOLCOTT OVERTON.

Hite B. Wolcott Attorney-in-Fact

Hite B. Wolcott, Individually

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, HITE B. WOLCOTT, who acknowledged to me that as the Attorney-in-Fact of JO ANN WOLCOTT OVERTON under a power of attorney dated July 5, 1966, and recorded in Book 343 at page 225 in the office of the Chancery Clerk of Madison County, Mississippi, he did sign and deliver the foregoing instrument on the date and for the purposes therein stated for and on behalf of and as the act and deed of JO ANN WOLCOTT OVERTON, he being first fully authorized so to

... GIVEN UNDER my hand and official seal on this the // day of October, 1966.

Notary Public

Da

(SEAL)

MY COMMISSION EXPIRES:

#### STATE OF ARKANSAS COUNTY OF PULASKIE

ands 165 PAGE 762

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, BLANCHE LEE WOLCOTT PATTERSON, who acknowledged to me that she did sign and deliver the - foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER my hand and official seal on this the ## day of

(SEAL)

MY COMMISSION EXPIRES:

15,1968 with a state of Man

STATE OF LOUISIANA PARISH OF OPLERNS

 $\langle \cdot \rangle$ : PERSONALLY, APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, SARAH WOLCOTT SAUCIER, who acknowledged to me that she did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER my hand and official seal on this the 15th October, 1966.

Notary Public IN JONES

Notary Public, Parish of Cifeans, gran of Le My commission expires

(SEAL)

MY COMMISSION EXPIRES: Notery Public, Parish of Orleans, State of La. My communion captron at death.

STATE OF MISSISSIPPI COUNTY OF MADISON

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

GIVEN UNDER my hand and official seal on this the October, 1966.

muning. (SEAL)

MY COMMISSION EXPIRES:

A The state of the

STATE OF MISSISSIPPI, County of Madison:

S. (1)

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BILLY V. COOPER, Clerk
By D. C.

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165 PAGE 763

TRIDEXED

8576

#### EXECUTOR'S DEED

and no/100 (\$190.00) Dollars, cash in hand paid me, the receipt and sufficiency of which is hereby acknowledged, I, HITE BRIDGES WOLCOTT, as Executor of the Estate of ERNEST E. WOLCOTT, Deceased, by virtue of and pursuant to the authority vested in me as such Executor under a decree of the Chancery Court of Madison County, Mississippi, entered on the 7th day of October, 1966, in Cause No. 18-246 on the docket thereof, do hereby sell and convey unto J. W. EAKES AND ANNA V. EAKES, husband and wife, as joint tenants with full right of survivorship and not as tenants in common, the undivided one-fifth (1/5th) interest of the decedent in and to the following described real property lying and being situated in the Town of Ridgeland, Madison County, Mississippi, to-wit:

A lot or parcel of land lying and being situated in the SW 1/4 SE 1/4 SW 1/4, Section 30, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point that is 195.0 feet North of the intersection of the East Line of Lot 5, Block 26, Highland Colony, with the North Line of Lakeland Street, run West for 145.0 feet to a point on the East Line of a proposed Street; thence South for 75.0 feet along the East line of said proposed street to a point; thence East for 145.0 feet to a point; thence North for 75.0 feet to the point of beginning.

WITNESS MY SIGNATURE on this the 1 aday of October, 1966.

Hite Bridges Wolcott, Executor of the Estate of Ernest E. Wolcott, Deceased

STATE OF MISSISSIPPI COUNTY OF MADISON

500x 165 PAGE 764

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, HITE BRIDGES WOLCOTT, who acknowledge that as the Executor of the Estate of Ernest E. Wolcott, Deceased, he did sign and deliver the foregoing instrument on the date and for the purpose therein stated, being first fully authorized and

GIVEN UNDER my hand and official seal on this the October, 1966.

COMMISSION EXPIRES:

JAS CHIME

QUITCLAIM DEED BOOK 165 RME 765

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, WILLIE PIERCE, do hereby convey and quitclaim unto SARA W. PIERCE, an undivided one-half interest in the following described property lying and being situated in Madison County, Mississippi, to-wit:

W½ SW½ less 9½ Acres in S/E and Residence. Section 26, Township 9, Range 3 East.

WITNESS MY SIGNATURE, this the \_\_\_\_\_\_day of November, 1979.

Wille pierce

WILLIE PIERCE

STATE OF MISSISSIPPI COUNTY OF MADISON

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

willie pine

WILLIE PIERCE

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

COMMISSION EXPIRES: MY COMMISSION EXPINES HOVERDER 8, 1981

STATE OF MISSISSIPPI, County of Madison:

# 800x 165 PAGE 766

TRUSTEE'S DEED

INDEXED

6559

WHEREAS, on June 26th, 1978 , Paul Jones, a single person, executed a deed of trust to O. B.

Taylor, Jr., Trustee for the benefit of Kimbrough Investment Company, which deed of trust is recorded in Deed of Trust Book 444 at Page 477 in the office of the Chancery Clerk of the County of Madison, State of Mississippi; and

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

WHEREAS, the undersigned Trustee, after posting and publication of Notice of Sale as required by the terms of the deed of trust and the laws of the State of Mississippi, within legal hours, (being between the hours of 11:00 A.M. and 4:00 P.M.), on the 2nd day of November, 1979, at public outcry, offered the hereinafter described property for sale at the South Front door of the County Court House at Canton, County of Madison, State of Mississippi; and

WHEREAS, at such sale, the Secretary of Housing and Urban Development of Washington, D.C. bid the sum of \$12,493.34; and

WHEREAS, said bid by the Secretary of Housing and Urban Development of Washington, D.C. was the highest bid:

NOW, THEREFORE, I, O. B. Taylor, Jr., Trustee, in consideration of the sum of \$12,493.34 , do hereby sell and convey

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....

unto the Secretary of Housing and Urban Development of Washington, D.C., the following described property located and situated in the County of Madison, State of Mississippi, to-wit:

Lot Twenty-Seven (27), Presidential Heights, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which map or plat is hereby made in aid of and as a part of this description.

WITNESS MY SIGNATURE, this, the 2nd day of November, 1979.

O. B. TAYLOR, OR., TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF HINDS

personally came and appeared before me, the undersigned authority in and for the county and state aforesaid, O. B. Taylor, Jr., Trustee, who acknowledged to and before me that he signed and delivered the foregoing Trustee's Deed on the day and year therein mentioned, and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this, the 2nd day of November , 1979.

My Commission Expires: My Commission Expires July 3, 1983 \_

# MADISON COUNTY HERALD PROOF OF PUBLICATION

	768 TATE 1995 J 165 345E				
PASTE PROOF HERE	MADISON COUNTY,				
	MADISON COURTI.				
1 1	Personally appeared before me,				
TRUSTEE'S NOTICE OF SALE	Elizabeth, Weendayed				
j. WHEREAS, on June 26th, 1978, Paul Jones, 8 Single person, executed a dead of trust to O. 8	a Noticy Public in and for Madison County, Mississippi, GARY ANDREWS, who being duly				
Taylor, Jr., Trustee for the benefit of Kim brough investment Company, which deed of	sworn says that he is the Publisher of the MADISON COUNTY HERALD, and that such is a newspaper within the meaning of the statute,				
trust is recorded in Deed of Trust Book 444 at page 477 in the office of the Charcery Clerk of	published weekly in Canton, Madison County, Mississippi, and having a general circulation in the				
ine County of Madison, State of Mississipple and	City of Canton and Madison County, Mississippi, and that the notice, a true copy of which is hereto				
WHEREAS, default having been made in the terms and conditions of said deed of trust and the entire debt secured thereby, having been	allached, appeared in the issues of said newspaper, 4 times as follows:				
declared to be due and payable in accordance with the terms of said deed of trust, and the	VOL. 87 NO 41 DATE O. 1/1 1679				
legal holder of said Indebtedness, Kimbrough Investment Company, having requested the Jundersigned Trustee to execute the trust and	VOL 97 NO. 42 DATE O.L. 18 1979				
sell said land and properly in accordance with the terms of said deed of trust for the purpose of raising the sums due thereunder, together	VOL 87 NO 42 DATE CL .25 1879				
with attorney's fees, trustee's fees and expense of sale.  NOW, THEREFORE, 1, O, B, Taytor, Jr.,	VOL. 87 NO 44 DATE TOU. 1 19 79				
Trustee in said deed of trust, will on the 2nd day of November, 1979, ofter for sale at public foutcry, and sell within legal hours (being between the hours of 11:00 A.M. and 4 00	VOLNODATE				
P.M.), at the South Front door of the County Court House at Canton, Madison County, Mississippl, the following described property	Number Words				
situated and lying in the County of Madison, State of Mississippi, to wit: Lot Twenty-Seven (27), Presidential	Published Times				
Heights, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County,	Printer's Fee \$_47.40_				
Alasisaippi, reference to which map or plat is hereby made in aid of and as a part of this description.					
in me as Trustee.  With ESS MY SIGNATURE this the list day	Total \$ 43.40				
of October, 1979, 17 %, 16 71,	Affiant further states that said newspaper has been established for at least typive months pays the said of the sa				
POSTED: October 5, 1979 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	prior to the first publication/if said notice				
i	(Signed) / Lea The Publisher				
<b>}</b>					
1	Sworn to and subscribed before me the Tree.				
	7 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -				
<b> </b>	day of 1977 1977 1977 1977 1977 1977 1977 197				
	and the liver things				
-,4	My Commission Expires May 27; 1933				
STATE OF MISSISSIPPI, County of Mad	Control of the Contro				
I, Billy V. Cooper, Clerk of the Ci	IBROSETY COURT of said County consider these should be a				
for record in my office this day	nancery Court of said County, certify that the within instrument was filed of				
was duly recorded on the day o	f. NOV 7. 1979 19 Back Nov 9 Clock				
my office. — Book Not 12-Jon Page . / 6/6 in					
BILLY V. COOPER, Clerk					
A CONTRACTOR OF THE PARTY OF TH	By, D. C.				

6590

## TRUSTEE'S DEED TROEXED

WHEREAS, on July 12th, 1978 , Charles Stubbs et ux Jimmie Lee Stubbs, executed a deed of trust to O. B.

Taylor, Jr., Trustee for the benefit of Kimbrough Investment

Company, which deed of trust is recorded in Deed of Trust Book

445 at Page 242 in the office of the Chancery Clerk of the

County of Madison, State of Mississippi; and re-recorded in said

office in Book 446 at Page 225; and

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

WHEREAS, the undersigned Trustee, after posting and publication of Notice of Sale as required by the terms of the deed of trust and the laws of the State of Mississippi, within legal hours, (being between the hours of 11:00 A.M. and 4:00 P.M.), on the 2nd day of November, 1979, at public outcry, offered the hereinafter described property for sale at the South Front door of the County Court House at Canton, County of Madison, State of Mississippi; and

WHFREAS, at such sale, Kimbrough Investment Company bid the sum of \$ 12,666.20; and

WHEREAS, said bid by Kimbrough Investment Company was the highest bid:

NOW, THEREFORE, I, O. B. Taylor, Jr., Trustee, in consideration of the sum of \$12,666.20 , do hereby sell and convey

unto Kimbrough Investment Company, the following described property located and situated in the County of Madison, State of Mississippi, to-wit:

A lot or parcel of land fronting 58.5' on the east side of Main Street, lying and being situated in the West 1/2 of Section 17, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows: Commencing at the Northwest corner of Lot 56, Presidential Heights, Part 2, as recorded in Plat Book 5, Page 41, in the records of the Chancery Clerk of said county, and run North along the east line of Main Street for 58.5' to the Southwest corner and Point of Beginning of the property herein described; thence North along the east line of Main Street for 58.5' to a point; thence East for 95' to a point; thence South for 58.5' to a point, thence West for 95' to the point of beginning.

WITNESS MY SIGNATURE, this, the 2nd day of November, 1979.

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the county and state aforesaid, O. B. Taylor, Jr., Trustee, who acknowledged to and before me that he signed and delivered the foregoing Trustee's Deed on the day and year therein mentioned, and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this, the 2nd day of November , 1979.

My Commission Expires:

My Commission Expires July 3, 1983

## MADISON COUNTY HERALD

PROOF OF PUBLICATION BOOK 165 PAGE 771

	*_ ·
1 - 1 - 2 -	THE STATE OF MISSISSIPPI,
PASTE PROOF HERE	MADISON COUNTY.
1 to a commence	WINDISON COUNTY.
TRUSTEE'S NOTICE TO SELECTION OF SALE	
WHEREAS, on July 12th, 1978, Charles	Personally appeared before me
Slubbs et ux Jimmle Lee slubbs, executed a	V
deed of trust to O. B. Taylor, Jr., Trustee for	Elozalett B. Wenneleyen
the benefit of Kimbrough Investment Com- pany, which deed of trust is recorded in Deed	a Notacy Public in and for Madison Zounty.
of Trust Book 445 at Page 242 in the office of the	Mississippi, GARY ANDREWS, who being duly sworn says that he is the Publisher of the
Chancery Clerk of the County of Madison,	MADISON COUNTY HERALD, and that such is a
State of Mississippi, and re-recorded in said office in Book 446 at Page 225, and	newspaper within the meaning of the statute, published weekly in Canton, Madison County,
WHEREAS, default having been made in the	Mississippi, and having a general circulation in the
ferms and conditions of said deed of trust and	City of Canton and Madison County, Mississippi,
the entire debt secured thereby, having been	and that the notice, a true copy of which is hereto attached, appeared in the issues of said
declared to be due and payable in accordance with the terms of said deed of trust, and the	newspaper,times as follows
legal holder of said indebtedness, Kimbrough	
investment Company, having requested the	VOL 87 NO \$1 DATE OLL 11 1675
undersigned Trustee to execute the trust and sell said land and property in accordance with	
. The terms of said deed of trust for the purpose	VOL. 87 NO # 2 DATE Bal . 18 1979
of raising the sums due thereunder, together with attorney's fees, trustoo's fees and expense	
	VOL 87 NO 13 DATE Oct 35 179
NOW, THEREFORE, I, O B. Taylor, Jr.	, 10
irustee in said deed of trust, will on the 2nd	VOL 87 NOTE DATE Thank 1 1979
day of November, 1979, offer for sale at public loutery, and self-within legal hours (being)	VOL NO/ DATE, 19 2/
between the hours of 13:00 A.M. and 4:00	
P.M.), at the South Front door of the County Court House at Canton, Madison County,	VOLNODATE, 19
Mississippi, the following described property	4 . =
isituated and lying in the County of Medison,	Number Words 413
State of Mississippi, to wit: 1 K Alot or parcel of land fronting 58.5' on the	•
east side of Main, Street, lying and being	Published Times
situated in the West 1/2 of Section 17, Township	•
7 North, Range 3 East, Madison County, Mississippi, and more particularly described	Printer's Fee \$ 6/95
as follows: Commencing at the Northwest	***************************************
corner of Lot 56, Presidential Heights, part 2,	Making Proof S. 1.20
as recorded in Plat Book S. Page 41, in the records of the Chancery Clerk of said county.	Making Proof \$
and run North along the east line of MainStreet	Total 8 6-3 95
for 58.5' to the Southwest corner and Point of	Total \$
Beginning of the property herein described: Intende North along the east line of Main Street	
for \$4.5" to a point; thence East for 95" to a	Affiant further states that said newspaper has been established for at least twelve months next
point; thence South for \$6.5" to a point, thence West for \$5" to the point of beginning	prior to the first publication of faid notice
* I WILL CONVEY only such life as is vested	In a Day / Description
in me as Trustee,	(Signed)
WITNESS MY SIGNATURE this the 1st day of October, 1979.	Publisher
O B. TAYLOR, JR., TRUSTEE , , f .	and the same of th
POSTED: October 5, 1979 1	Sworn to and subscribed before the this
Level 111 101 73 mer HOAL BUILDA KERNOAL	Commence of the Commence of th
i	day of hounker 1979
	6 1.0 6 4. Con the contract
	Ten litt On les !!

STATE OF MISSISSIPP, Country of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said Country, certify that the within instrument was filed for record in my office, this day of NOV 7 1979, at 100 o'clock. Q. M. and was duly recorded on the day of NOV 7 1979, Book No. 6. on Page 76. in Witness my hand and seal of office this the of NOV 7 1979

BILLY V. COOPER, Glerk

By

BILLY V. COOPER, Glerk

6000 1850 Mr. 172 WARPANTY DEED

**MIDEXED** 

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, ROY L. SUMRALL and WANDA SUMRALL, do hereby sell, convey and warrant unto RUSSELL E. WALKER and TERESA T. WALKER, husband and wife, as joint tenants with rights of survivorship and not as tenants in common, the following described land and property situated in Madison County, Mississippi, to-wit:

Lot Thirty-four (34), PEAR ORCHARD SUBDIVISION, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 5 at Page 29, reference to which is hereby made in aid of and as part of this description.

This conveyance is made subject to all protective covenants, easements, mineral reservations and zoning ordinances of record pertaining to said property.

All drapes in the house are to remain, except those in the child's room, as is the portable dishwasher. All plumbing, heating, air conditioning and electrical equipment is to be in proper working order at time of closing.

The Grantors and Grantees herein agree to prorate all ad valorem taxes for the current year.

WITNESS OUR SIGNAURES, this the 3 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, ROY L. SUMRALL and WANDA SUMRALL, each of whom acknowledged that they executed and delivered the above and foregoing Warranty Deed on the date herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 3 day of October,

NOTARY

My Commission Expires:

STATE OF MISSISS (PPI, County of Madison:

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and the said of th

By BILLY V. COOPEN Clerk

By D. C.

304 7 A15 "

69

STATE OF MISSISSIPPI

COUNTY OF MADISON 165 PMI 773

INDEXED

6593

## 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 Mid State Mortgage Company
which indebtedness is secured by a deed of Trust dated January 24.
1974 and recorded in Book 400 at Page 535 of the
records of the Chancery Clerk of Madison County
Mississippi, we GEORGE ROY LAWRENCE and ROSEMARY S. LAWRENCE
, do hereby sell, convey, and warrant unto
JOE D. DAWSON and wife, POLLY H. DAWSON 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 <u>Madison County</u> , Mississippi,
to wite

Lot 11, Block H, TRACELAND NORTH SUBDIVISION, Part 3, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book 5 at Page 48 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

Grantors do transfer and assign any interest in all accrued 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 deficit that might exist as of the date of 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 MY SIGNATURE this the 2nd day of November 19 79 GEORGE ROY LAWRENCE ROSEMARY S LAWRENCE STATE OF MISSISSIPPI COUNTY OF THIS day personally appeared before me the undersigned Notary Public in and for said county, the within named George Roy Lawrence and Rosemary S. Lawrence \_\_\_\_, 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 2nd day of , 19<u>79</u> November WHICH H. Offer ssiony Expires: COUNTY THUN STATE OF MISSISSIPPI, County of Madison: 

The state of the s

WARRANTY DEED

MUEXED

8595

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, JAMES HARKINS BUILDER, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto PRINTESS L. CHARLES and AUGUSTA A. COVINGTON, as joint tenants with the full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Fifty-Seven (57), GREENBROOK SUBDIVISION, PART ONE (1), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Slide B-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 any and all applicable building restrictions, restrictive covenants, rights-of-way, easements and mineral reservations of record.

Ad valorem taxes for the year 1979 are to be prorated between the Grantor and the Grantees herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the 218 day of September, 1979.

JAMES HARKINS BUILDER, INC.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Jimmy Harkins, who acknowledged to me that he is the President of James Harkins Builder, Inc., a Mississippi corporation, and that he, as such President, signed and delivered the above and foregoing instrument of writing on the day and year

therein mentioned, for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do. GIVEN under my hand and official seal of office, this the

g/y day of September, 1979.

Zion Expires July 30, 1983

STATE OF MISSISSIPPI, County of Madison:

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

6.6.

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Jof, Mrs.

THE STATE OF MISSISSIPPI County of Madison	<del></del> .	165 *** 77	MIDEXED	659
IN CONSIDERATION OF the sum of	of ten doll	lafs (\$10.00) c	ash in hand paid on	dother g
and valuable considerations, t	the receipt	of which is h	ereby acknowledged,	.We,
Lee Irving Evans, and wife Les				
	•		t	
Convey and warrant toLi	inda C. Jac	kson		
the land described as		¥		
Commence at the intersection	of the Fee	t POM line of I	UNY 54 and the Gard	
the W% of the NW% of Section 2			•	
thence N 11° 30' E, 491.7 feet				
distance of 210.0 feet; thence				
to a point on the Fast ROW li	ne or Hwy	57: thence S 1	1 30' W, 210.0 fee	t.along
said ROW line, to the POB:				·····
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Witness signature the County of Madison  Witness signature the ST	FEG de	_, in the State of M	ississippi. GLI A. D.	, 19 <i>Z</i>
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•		`		

Form 512 HEDERMAN BROS., Jackson, Miss.

## 860x 165 PPCI 778

THE STATE	OF MISSISSIPPI, COUNTY, OF	***	
Personally	appeared before me,		·
	in said State, the within named.		
and		e of said	*
the foregoing i		who acknowledged thethe sign	
Given and	ler my hand and official seal at	` ,	Mississippi, this
the	day of	A. D., 19	
			· · · · · · · · · · · · · · · · · · ·
THE STATE	OF MISSISSIPPI, COUNTY OF His	nds	,
	appeared O H Burns		of the subscribing
witnesses to th	se foregoing instrument, who, being first duly s	worn, deposeth and saith that he saw t	be within named
Lec In	rving Fvens		and
Leanc	Evans wife of	uld Lee Troing Evans	
whose name_!	s they subscribed thereto, sign and dell	ver the same to the said Linda C Jac	kson
	that he, this affia		, in the presence
of the said	Lee Irving Evans and wife	Leano Evans	
		0/-10-/-)11/2	Affiant 7
SWORN 7	TO and subscribed before me at the Country	of Hinds	, Mississippi,
	26 day of COCT.		1, 1,17
		Carole K. Su	will have the same
		of Hinde	County, Miss.
-		MY COMMISSIO	
	<i>(-</i>	5/19/	B1
n n :	C. F. 11 15 1 5 1	. अधारका । क्ष	anda Visit (Minusia)
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	a county.		
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≱	The for mond the STATE OF TALLAL CHAIL CHA	Witness my hand an wy of NOV 7	
	=   -   E Jug = # &c.		Total Total
	Filed for record on the day of the STATE OF AIS THE STATE OF AIS THE STATE OF AIS Clerk of the Chauper certify that the within in my office for record	wind that the same was and that the same was will be same with the same will be same with the same will be same with the same will be s	Certificate Total
,	• ·	, , , , , , , , , , , , , , , , , , ,	<del>ب</del> "
•	· '	`~	<del>j</del>

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

Cip

QUITCLAIM DEED

INDEXED

6610

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, MARVIN WADE, do hereby sell, convey, quitclaim and release unto EDNA MAE WADE HARRISON, all of my rights, title and interest in the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

2 acres, more or less, described as beginning at a point on the west side of a 20 foot alley, said point of beginning being 6.97 chains east and 3.82 chains north of the southwest corner of the NW½ of NE½ of Section 8, Township 8 North, Range 1 West, and from said point of beginning run thence West 4.70 chains, thence north 4 chains, thence east 4.70 chains, thence south 4 chains to the point of beginning.

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Three acres out of a ten acres tract in the SW\(\frac{1}{2}\) NE\(\frac{1}{2}\) in Section 8, Township 8, Range 1 West, containing in all three acres more or less.

	WITNESS MY SIGNATURE, on this the 23rd day	
of Oct.	, 1979.	
	Maly Sach	
	MARVIN WADE	

STATE OF MISSISSIPPI

COUNTY OF \_ Rankin\_

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MARVIN WADE,

who, on oath, first being duly sworn by me states that she signed, executed and delivered the above and foregoing instrument on the day and year therein given as her own free act and deed. GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the , 1979. \_ day of \_*(0c式*,

My Commission Expires:

My Commission Expires May 19, 1980

STATE OF MISSISSIPPI, County of Madison:

Witness my hand and seal of office, this the ..... of .. NOV. 7... 1979...... 19

BILLY V. COOPER, Clerk

QUITCLAIM DEED

MOX 165 TAGE 781

SS11

(\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, MYRA ELDRIDGE, do hereby sell, convey, quitclaim and release unto EDNA MAE WADE HARRISON, all of my rights, title and interest in the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

2 acres, more or less, described as beginning at a point on the west side of a 20 foot alley, said point of beginning being 6.97 chains east and 3.82 chains north of the southwest corner of the NW\(\frac{1}{2}\) of NE\(\frac{1}{2}\) of Section 8, Township 8 North, Range 1 West, and from said point of beginning run thence West 4.70 chains, thence north 4 chains, thence east 4.70 chains, thence south 4 chains to the point of beginning.

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Three acres out of a ten acres tract in the SW\(\frac{1}{2}\) NE\(\frac{1}{2}\) in Section 8, Township 8, Range 1 West, containing in all three acres more or less.

WITNESS MY SIGNATURE, this the 13 th day of leteler, 1979.

Thyra Eldridge
MYRA ELDRIDGE

STATE OF MISSISSIPPI

COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MYRA ELDRIDGE,

who, on oath, first being duly sworn by me states that she signed, executed and delivered the above and foregoing instrument on the day and year therein given as her own free act and deed. GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the \_ day of <u>\_ (Ct.</u> My Commission Expires: STATE OF MISSISSIPPI, County of Madison: 

BILLY V. COOPER, Clerk

: ARTHUR.E.

8812

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, RUBY GIPSON, do hereby sell, convey, quitclaim and release unto EDNA MAE WADE HARRISON, all of my rights, title and interest in the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

2 acres, more or less, described as beginning at a point on the west side of a 20 foot alley, said point of beginning being 6.97 chains east and 3.82 chains north of the southwest corner of the NW\(\frac{1}{2}\) of NE\(\frac{1}{2}\) of Section 8, Township 8 North, Range 1 West, and from said point of beginning run thence West 4.70 chains, thence north 4 chains, thence east 4.70 chains, thence south 4 chains to the point of beginning.

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Three acres out of a ten acres tract in the SW½ NE% in Section 8, Township 8, Range 1 West, containing in all three acres more or less.

WITNESS MY SIGNATURE, this the 23nd day of Letcher, 1979.

Rusing Lipson

STATE OF MISSISSIPPI

COUNTY OF \_ Rankin

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named RUBY GIPSON,

who, on oath, first being duly sworn by me states that she signed, executed and delivered the above and foregoing instrument on the day and year therein given as her own free act and deed. GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the, \_ day of <u>((+</u> Dianes My Commission Expires: Ray Commission Expires May 19, 1009 STATE OF MISSISSIPPI, County of Madison: 

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





## QUITCLAÍM DEED BOOK 165 PAGE 785

RAIB

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, HENRY WADE, JR., do hereby sell, convey, quitclaim and release unto EDNA MAE WADE HARRISON, all of my rights, title and interest in the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

2 acres, more or less, described as beginning at a point on the west side of a 20 foot alley, said point of beginning being 6.97 chains east and 3.82 chains north of the southwest corner of the NW% of NE% of Section 8, Township 8 North, Range 1 West, and from said point of beginning run thence West 4.70 chains, thence north 4 chains, thence east 4.70 chains, thence south 4 chains to the point of beginning.

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Three acres out of a ten acres tract in the SW½ NE½ in Section 8, Township 8, Range 1 West, containing in all three acres more or less.

WITNESS MY SIGNATURE, this the 23 day of

<u>October</u>, 1979

Henry Wade, JR.

STATE OF MISSISSIPPI

COUNTY OF \_\_\_ Rankin

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named HENRY WADE, JR.,

who, on oath, first being duly sworn by me states that he signed, executed and delivered the above and foregoing instrument on the day and year therein given as his own free act and deed.

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

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

<u>ت</u>

WARRANTY DEED BOOK 165 Par 178

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 understaned, R. A. WARRINER, JR., BUILDER, INC., a Mississippi Cornoration, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto C. MURRY MITCHELL and wife, PAULINE ST. J. MITCHELL, as joint tenants with the full right of survivorship and not as tenants in common, the land and property lying and being situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot Eight (8), HUNTFRS CREEK, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, State of Mississippi, in Plat Cabinet B at Slot 33 thereof, reference to which map or plat is here made in aid of and as a part of this description.

THIS CONVEYANCE is made subject to 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 deficit on an actual proration, and likewise the Grantees agree to pay to the Grantors or assigns any amount overpaid by them.

WITNESS THE SIGNATURES of the Grantors, this the 7th day of November, 1979.

R. A. WARRINER, JR., HIILDER, INC. BY: Catalusic W. Wassiner

STATE OF MISSISSIPPI

ná 265 14 769

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Catherine W. Marriner of R. A. Warriner, Jr., Builder, Inc., a <u> Vice President</u> Mississippi Corporation, and that for and on behalf of and by authority of said corporation, she signed and delivered the above and foregoing instrument on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and seal of office, this the 7th day of November, 1979.

STATE OF MISSISSIPPI, County of Madison:

OTTICE. THE NOTICE OF STATE OF