

AFFIDAVIT OF HEIRSHIP

7184

INDEXED

INDIANA
STATE OF MISSISSIPPI
COUNTY OF LAKE

PERSONALLY APPEARED before me, the undersigned authority,
in and for the jurisdiction aforesaid, JAMES P.
SMITH, who after being by me first duly sworn, did state
on oath as follows, to-wit:

1.

That John S. Smith, deceased, died in the early 1930's hav-
ing been married but once and then to Mary Smith.

2.

That Mary Smith died in 1944 having been married but once and
then to John S. Smith.

3.

That the sole and only heirs-at-law of John S. Smith were his
widow, Mary Smith and nine (9) children who are listed as follows,
to-wit: Elijah Smith, Maggie S. Cauthen, Callie S. Shearils,
Mamie Zollicoffer, Rufus Smith, Carrie S. Williams, Inez S. Babbitt,
Lester Smith and C. C. Smith.

4.

That at the time of the death of Mary Smith, Elijah Smith
had died and she left as her sole and only heirs-at-law the fol-
lowing listed children, to-wit: Maggie S. Cauthen, Callie S.
Shearils, Mamie Zollicoffer, Rufus Smith, Carrie S. Williams, Inez
S. Babbitt, Lester Smith and C. C. Smith and the children of her
deceased son, Elijah Smith, which are listed as follows, to-wit:
Lillie Lee S. Hobson, Callie Mae S. Clanton, Florence S. Johnson,

Barney K. Smith, Sidney P. Smith, Otho Douglass Smith, Delton H. Smith, Leo Smith and J. T. Smith.

WITNESS MY SIGNATURE on this 27th day of November, 1979

James P. Smith

SWORN TO AND SUBSCRIBED before me, this 27th day of November,

1979.

Patsy L. Allen
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:

4-24-1980

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of December, 1979, at 9:00 o'clock Am, and was duly recorded on the DEC 13 1979 day of 19, Book No 166 on Page 379 in my office.

Witness my hand and seal of office, this the DEC 13 1979 day of 19.

BILLY V. COOPER, Clerk

By N. Wright, D. C.

FOR AND IN CONSIDERATION OF ONE HUNDRED THIRTY ONE THOUSAND SIX HUNDRED NINETY-NINE AND 28/100 DOLLARS (\$131,699.28) cash, the receipt of which is hereby acknowledged and the agreement of the Grantee to pay for the timber herein conveyed as hereinafter stipulated, We, Robert N. Stockett, Jr., Sam H. Stockett, W. P. McMullan, Jr., and Richard Wayne Parker, Grantors, do hereby convey and warrant unto Georgia Pacific Corporation, Grantee, the following described property situated in Madison County, Mississippi:

All merchantable pine sawtimber whatsoever measuring twelve (12") inches or larger at normal ground level, lying, standing and being on the following described land, to-wit:

NE 1/4; SE 1/4 of SE 1/4, Section 9, Township 7 North, Range 1 East.
W 1/2 of NW 1/4, and part of E 1/2 of NW 1/4; SW 1/4, Section 10, Township 7 North, Range 1 East. Said property being more particularly described in the attached Exhibit "A", signed for identification and made a part hereof by reference.

1. The rights herein granted shall continue for a period of two (2) years from date hereof, and on the expiration of said period, all rights herein granted shall cease and terminate and all timber conveyed hereby not then cut and removed from the above described lands shall revert to and become the property of the Grantor, freed of any claim or right of the Grantee, its successors or assigns.
2. Grantee agrees to notify Forest Owners, Inc., before commencing the cutting operations under the terms of this contract.
3. All severance tax shall be borne and paid by Grantee.
4. Grantor hereby gives and grants Grantee the right of ingress and egress over and across any adjoining lands of Grantors' as the same may be necessary for the proper conduct and cutting and removal of said timber and for the movement and transfer of men, materials and logging trucks. Grantee will be permitted to cut small trees or trees of inferior species for clearing the necessary log roads or routes but no standing timber shall be used in logging work except that which is marked or may be designated by Grantor.
5. All topwood is reserved by Grantor.
6. Grantee agrees that in cutting and removing said timber and in conducting its logging operations, all of same shall be done in a proper and protective manner and in conformity to approved practices, and caution shall be exercised to prevent damage to the residual stand. If slabs and sawdust are burned, all inflammable material except living trees must be removed for a distance of not less than 100 feet from such slab pile. Grantee agrees to repair immediately any damage to fences, roads, bridges and other improvements due to logging operations, and to pay for all damage done to growing crops and livestock resulting from the cutting and removal of the timber hereby conveyed. Grantee further agrees to remove any tree tops from the cultivatable portions of said lands.

7. All existing roads and roads constructed for the removal of this timber will be left in travelable condition upon completion of the logging job.

8. It is agreed between Grantee and Grantor that the Grantee shall not be required to cut any tree where in the judgment of Grantee, the cutting of such tree would result in injury or damage to growing crops on the above described land.

9. All trees cut shall be de-limbed and topped before being skidded to the loading site.

10. Grantee agrees to require its employees, agents and independent contractors to refrain from littering the forest lands and other lands of Grantors' with cans, bottles, paper, trash, etc., and Grantee agrees to promptly remove any such litter from Grantors' lands.

11. Grantee agrees that it will take all reasonable steps to prevent fire to the timber on the lands hereinabove mentioned, whether standing or felled, or whether merchantable or young growth, and agrees that it will use all reasonable means to suppress any fires however originating on said land during the hours that cutting operations are in action.

12. Any trees cut not covered by the above named specifications will be considered as not being covered by this contract and as having been cut without authority, and the Grantee agrees to pay as liquidated damages and as a penalty for all trees so cut without authority, sums as follows:

- A. For any walnut tree cut triple the market value
- B. For any white oak tree cut double the market value plus \$100.00
- C. For any other tree cut double the market value

of the total stumpage of all such trees; provided however, that sub-paragraph (C.) of this provision shall not apply in such cases where in the judgment of the Grantors or their agent it becomes necessary for the Grantee to cut such trees in order to conduct its operations in a safe and practical manner. Shall the Grantee fail to pay any penalty accruing against the Grantee under this paragraph, the Grantors may recover against the Grantee attorney's fees and all other costs shall such penalty be collected through the services of an attorney.

13. If any of the conditions of this contract are violated by Grantee, Grantors, at their option, may upon giving Grantee notice in writing, suspend all operations engaged in by Grantee under this contract until the conditions and requirements of this contract have been complied with; and if Grantee refuses to comply with each and every condition and requirement set forth in this contract and persists therein after notice in writing, Grantors at their option, may terminate this agreement.

14. All payments by Grantee for the timber shall be made to Mississippi Valley Title Insurance Company, P.O. Drawer 2428, Jackson, Mississippi 39205, and forwarded to the attention of William C. Smith, Jr., Vice-President, who shall pay Grantors according to terms set out in the Marketing Agreement.

Book 166 Page 402

15. Grantee shall furnish to Grantors a certificate of insurance indicating coverage in amounts satisfactory to Grantors.

16. ~~Timber shall be cut from contiguous forty (40) acre tracts beginning as close as practicable to the public road, and proceeding to the next adjoining tract. Grantee shall execute and remit promptly to Grantors a release of acreage as each of said 40-acre tracts is cut, as and when requested by Grantors.~~

17. The warranty herein contained does not extend to any land or timber thereon, lying within the property as described on the attached Exhibit "A" and signed for identification, but lying outside of any fence shown on the plat of survey of Reynolds Engineering, Inc., dated May 1, 1979.

EXECUTED, this the 3rd day of December, 1979.

Robert N. Stockett, Jr. (GRANTOR)
Sam H. Stockett (GRANTOR)
W. P. McMullan, Jr. (GRANTOR)
Richard Wayne Parker (GRANTOR)

EXECUTED, this the 2nd day of January, 1980.

GEORGIA PACIFIC CORPORATION

BY: James C. Mayo, Atty. (GRANTEE)

STATE OF MISSISSIPPI

BOOK 166 PAGE 404

COUNTY OF HINDS

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

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 3rd day of December, 1979.

James E. Lambert
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 21, 1982

STATE OF Mississippi

COUNTY OF Winston

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named James E. Mayo, personally known to me to be the Attorney of the within named GEORGIA PACIFIC CORPORATION, who acknowledged to and before me that he signed and delivered the above and foregoing Timber Deed on the day and for the purposes therein stated, having been first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 11 day of December, 1979.

Patricia D. Clark
NOTARY PUBLIC

My Commission Expires:

My Commission Expires March 4, 1981

PARCEL 1

A certain parcel of land situated in Section 9 and Section 10, T7N-R1E, Madison County, Mississippi and being more particularly described as follows:

Beginning at a concrete monument marking the common corners of Section 9, 10, 15 and 16, T7N-R1E, Madison County, Mississippi, run thence South 89 degrees 38 minutes West and along the line between said Sections 9 and 16 for a distance of 1,311.75 feet; thence leaving said section line, run North 00 degrees 04 minutes East for a distance of 1,320.01 feet; run thence North 89 degrees 38 minutes East for a distance of 1,309.70 feet to a point on the line between said Sections 9 and 10; run thence North 00 degrees 01 minutes West and along said section line for a distance of 1,320.0 feet; thence leaving said section line, run South 89 degrees 38 minutes West for a distance of 3,905.86 feet; run thence North 00 degrees 07 minutes West for a distance of 2,740.61 feet to a point on the line between said Section 9 and Section 4, T7N-R1E; run thence North 89 degrees 38 minutes East and along said section line and an extension thereof said extension being the line between said Section 3 and Section 10 T7N-R1E, for a distance of 5,230.52 feet; thence leaving said section line, run South 00 degrees 06 minutes East for a distance of 2,740.62 feet; run thence North 89 degrees 38 minutes East for a distance of 1,203.80 feet to a point on the West right-of-way of a 50.0 foot county road; run thence the following bearings and distances along said West right-of-way: South 44 degrees 49 minutes West for a distance of 244.44 feet; South 34 degrees 40 minutes West for a distance of 235.31 feet; South 26 degrees 12 minutes West for a distance of 248.25 feet; South 15 degrees 12 minutes West for a distance of 288.18 feet; South 04 degrees 56 minutes West for a distance of 868.39 feet; South 01 degrees 44 minutes West for a distance of 291.91 feet; South 07 degrees 26 minutes East for a distance of 157.29 feet; South 15 degrees 36 minutes East for a distance of 177.59 feet; South 25 degrees 40 minutes East for a distance of 322.46 feet to a point on the line between the aforementioned Sections 10 and 15; thence leaving the said West right-of-way of a 50.0 foot county road, run South 89 degrees 38 minutes West and along said section line for a distance of 2,240.24 feet to the POINT OF BEGINNING containing 499.34 acres, more or less.

PARCEL 2

Commencing at a concrete monument marking the common corner of Sections 9, 10, 15 and 16, T7N-R1E, Madison County, Mississippi, run thence North 89 degrees 38 minutes East and along the line between said Sections 10 and 15 for a distance of 2,295.55 feet to a point on the East right-of-way of a 50.0 foot county road; said point further being the POINT OF BEGINNING of the parcel of land herein described; thence leaving said section line, run thence following bearings and distances along said East right-of-way of a 50.0 foot county road: North 25 degrees 40 minutes West for a distance of 341.70 feet; North 15 degrees 36 minutes West for a distance of 167.57 feet; North 07 degrees 26 minutes West for a distance of 149.71 feet; North 01 degrees 44 minutes East for a distance of 206.51 feet; North 04 degrees 56 minutes East for a distance of 862.51 feet; North 15 degrees 12 minutes East for a distance of 278.07 feet; North 26 degrees 12 minutes East for a distance of 239.74 feet; North 34 degrees 30 minutes East for a distance of 227.16 feet; North 44 degrees 49 minutes East for a distance of 247.14 feet; thence leaving said East right-of-way of a 50.0 foot county road, run South 00 degrees 11 minutes 20 seconds West for a distance of 2,609.53 feet to a point of the aforementioned line between Sections 10 and 15; run thence South 89 degrees 38 minutes West and along said section line for a distance of 360.96 feet to the POINT OF BEGINNING, containing 26.94 acres, more or less.

SIGNED FOR IDENTIFICATION:

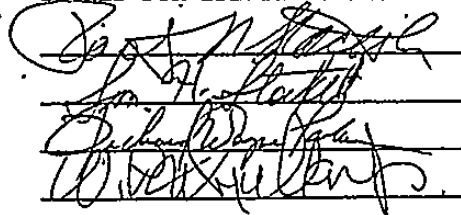


Exhibit "A"
Page 1 of 2

BOOK 166 PAGE 405

LESS AND EXCEPT:

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

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

File 166 sub 406

PARCEL 3:

All that part of the East 1/2 of the NW 1/4, said Section 10,
lying West and South of a fence as shown on said survey of
Reynolds Engineering, Inc., dated May 1, 1979.

SIGNED FOR IDENTIFICATION:

[Handwritten signatures]
W. F. Anderson Jr.

Exhibit "A"
Page 2 of 2

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed
for record in my office this 13 day of December, 1979, at 9:00 o'clock A.M., and
was duly recorded on the DEC 13 1979 day of 1979, Book No. 166 on Page 801. In
my office.

Witness my hand and seal of office, this the 13 day of December, 1979.
BILLY V. COOPER, Clerk
By N. Wright, D. C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, T. L. Sheppard, do hereby sell, convey and warrant unto J. E. Sheppard my undivided three twenty eighth (3/28) interest in the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lots Nineteen (19) and Twenty (20) of ADDITION TO TOUGALOO when described with reference to map or plat thereof recorded in Land Deed Book AAA at Page 138 thereof in the Chancery Clerk's office for Madison County, Mississippi, reference to said map or plat being here made in aid of and as a part of this description;

LESS AND EXCEPT THEREFROM:

- (1) So much thereof as may be embraced within the boundaries of Old U.S. Highway 51;
- (2) That property conveyed to American Telephone and Telegraph Company as shown by instrument dated February 9, 1948, recorded in Land Record Book 39 at Page 273 thereof in the Chancery Clerk's office for said County;
- (3) That property conveyed by Carrie Mae Slaughter and Ernest H. Slaughter to Ernest H. Slaughter, Jr. and Ethel L. Slaughter as shown by instrument dated June 8, 1953, recorded in Land Record Book 56 at Page 323 thereof in the Chancery Clerk's office for said County;
- (4) That property conveyed by Ernest H. Slaughter to State Highway Commission of Mississippi, as shown by instrument dated January 20, 1959, recorded in Land Record Book 76 at Page 248 thereof in the Chancery Clerk's office for said County;
- (5) That property conveyed by Ernest H. Slaughter to Ernest H. Slaughter, Jr. and Ethel L. Slaughter as shown by instrument dated July 20, 1960, recorded in Land Record Book 78 at Page 240 thereof; and
- (6) That property conveyed by Ernest H. Slaughter to State Highway Commission of Mississippi, as shown by instrument dated April 20, 1961, recorded in Land Record Book 81 at Page 4 thereof.

Ad valorem taxes on the above-described property for the year 1979 are assumed by the Grantees herein.

No part of the above-described property constitutes any part of the homestead of the Grantor herein.

This conveyance is further made subject to all restrictions and provisions set forth in Land Record Book GGG at Page 208 in the office of the Chancery Clerk aforesaid.

There is further excepted from the warranty hereof a right-of-way and easement by instrument recorded in Land Record Book 6 at Page 307 in the office of the Chancery Clerk aforesaid.

WITNESS MY SIGNATURE this the 15th day of October, 1979.

T. L. Sheppard

STATE OF MISSISSIPPI

BOOK 166 PAGE 408

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named T. L. SHEPPARD who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER my hand and seal, this the 15th day of October, 1979.

Guy Edwards
Notary Public

My Commission Expires:

June 1, 1983



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 13 day of December, 1979, at 9:00 o'clock A.M., and was duly recorded on the 13 day of DEC 13, 1979, Book No. 166 on Page 408. In my office.

Witness my hand and seal of office, this the DEC 13, 1979.

BILLY V. COOPER, Clerk

By [Signature], D. C.

105 109

QUITCLAIM DEED

7192

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FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00), cash in hand paid, and the assumption by the Grantee of his agreement to pay as and when due the balance of that certain indebtedness secured by a Deed of Trust outstanding against the property described below, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, SHIRLEY GARDNER MALNER do hereby sell, convey and quitclaim unto WILLIAM HERMAN MALNER, all of my right, title and interest in the following described real property, located, lying and being situated in Madison County, State of Mississippi, to-wit:

Lot Seven (7), LAKELAND ESTATES SUBDIVISION, Part I, a subdivision according to the map or plat on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 4 at Page 26 thereof, reference to which is hereby made.

Said conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record; and subject to any state of facts which an accurate survey would show. TOGETHER with all and singular the rights, easements, hereditaments and appurtenances thereunto belonging.

THE ABOVE DESCRIBED property is conveyed SUBJECT to protective covenants, restrictive covenants, easements, conditions and limitations, if any, now of record affecting the use or enjoyment of said property, and to the liens of all taxes, special assessments and levies of every kind and nature, if any, for the year 1979, and all subsequent years, the payment of which said taxes, special assessments and levies is assumed by the grantee herein.

WITNESS MY SIGNATURE, this the 11 day of December, 1979.

Shirley Gardner Malner
SHIRLEY GARDNER MALNER

STATE OF MISSISSIPPI

BOOK 166 PAGE 410

COUNTY OF Randolph

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, SHIRLEY GARDNER MALNER, who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed as her own act and deed on the day and year therein mentioned.

Given under my hand and seal, this the 11 day of December, 1979.

Blair New Martin
NOTARY PUBLIC

Commission Expires:

My Commission Expires January 22, 1981

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of December, 1979, at 12:50 o'clock P.M., and was duly recorded on the 17 day of DEC, 1979, Book No. 166 on Page 410.9 in my office.

Witness my hand and seal of office, this the 17 day of DEC, 1979, 1979.

BILLY V. COOPER, Clerk

By N. Wright, D.C.

W 166 411

WARRANTY DEED

INDEXED 7195

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned CYNTHIA W. STROUD do hereby sell, convey and warrant unto JAMES V. DAVIS, JR., ALBERT N. DRAKE, GEORGE E. COPELAND, SR. and JOHN C. TRACY my undivided One-Fifth (1/5) interest in and to the following described real property situated in Madison County, Mississippi, more particularly described as follows, to-wit:

A parcel of land lying and being situated in the Northeast 1/4 of Section 2, T7N-R2E, Madison County, Mississippi and being more particularly described as follows:

Commencing at the Northeast corner of the Biglane Tract as conveyed by deed recorded in Deed Book 96 at Page 258 in the office of the Chancery Clerk at Canton, Madison County, Mississippi; said Northeast corner being further described as being 32.3 feet South of and 15.0 feet West of the Northeast corner of said Section 2; run thence South 89 degrees 13 minutes West along the South line of a county road for a distance of 1,300 feet to an iron pin in a fence corner, and to the POINT OF BEGINNING of the parcel of land herein described; run thence South 1 degree 39 minutes West along an existing fence for a distance of 973.4 feet to an iron pin at a fence corner; thence South 89 degrees 13 minutes West along a fence line for a distance of 1,321.12 feet to an iron rod; thence North 00 degrees 07 minutes East along a fence line for a distance of 760.97 feet to a concrete monument; thence North 00 degrees 39 minutes West along a fence line for a distance of 210.08 feet to a concrete monument on the South line of a county road; thence North 89 degrees 09 minutes East along the said South line of a county road for a distance of 1,349.98 feet to the POINT OF BEGINNING, containing 29.77 acres, more or less.

Ad valorem taxes for the year 1979 shall be paid by the grantees herein, the same having been adjusted and prorated between the parties hereto.

The above described real property does not constitute any part of the homestead of the grantor herein, nor has it ever constituted any part of the homestead of the grantor herein.

The grantor herein is one of the devisees and legatees under the Will of Mrs. May Graham Walker and which Will has been admitted to probate in the Chancery Court of the First Judicial District of Hinds County, Mississippi as Cause number 108,318 on the Docket of said Court.

WITNESS MY SIGNATURE this the 26 day of November, 1979.

Cynthia W. Stroud
CYNTHIA W. STROUD

STATE OF TENNESSEE
COUNTY OF KNOX

This day personally appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named CYNTHIA W. STROUD, who, acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 26 day of Nov, 1979.

My commission expires April 20, 1982
NOTARY PUBLIC

My commission expires:
My commission expired April 20, 1982

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of December, 1979, at 4:45 clock P.M., and was duly recorded on the DEC 17 1979 day of 1979, Book No. 166 on Page 412 in my office.

Witness my hand and seal of office, this the DEC 17 1979 of 1979.

BILLY V. COOPER, Clerk

By H. Wright, D.C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned RITA WALKER MCMAIN do hereby sell, convey and warrant unto JAMES V. DAVIS, JR., ALBERT N. DRAKE, GEORGE E. COPELAND, SR. and JOHN C. TRACY my undivided One-Fifth (1/5) interest in and to the following described real property situated in Madison County, Mississippi, more particularly described as follows, to-wit:

A parcel of land lying and being situated in the Northeast 1/4 of Section 2, T7N-R2E, Madison County, Mississippi and being more particularly described as follows:

Commencing at the Northeast corner of the Biglane Tract as conveyed by deed recorded in Deed Book 96 at Page 258 in the office of the Chancery Clerk at Canton, Madison County, Mississippi; said Northeast corner being further described as being 32.3 feet South of and 15.0 feet West of the Northeast corner of said Section 2; run thence South 89 degrees 13 minutes West along the South line of a county road for a distance of 1,300 feet to an iron pin in a fence corner, and to the POINT OF BEGINNING of the parcel of land herein described; run thence South 1 degree 39 minutes West along an existing fence for a distance of 973.4 feet to an iron pin at a fence corner; thence South 89 degrees 13 minutes West along a fence line for a distance of 1,321.12 feet to an iron rod; thence North 00 degrees 07 minutes East along a fence line for a distance of 760.97 feet to a concrete monument; thence North 00 degrees 39 minutes West along a fence line for a distance of 210.08 feet to a concrete monument on the South line of a county road; thence North 89 degrees 09 minutes East along the said South line of a county road for a distance of 1,349.98 feet to the POINT OF BEGINNING, containing 29.77 acres, more or less.

Ad valorem taxes for the year 1979 shall be paid by the grantees herein, the same having been adjusted and prorated between the parties hereto.

The above described real property does not constitute any part of the homestead of the grantor herein, nor has it ever constituted any part of the homestead of the grantor herein.

The grantor herein is one of the devisees and legatees under the Will of Mrs. May Graham Walker and which Will has been admitted to probate in the Chancery Court of the First Judicial District of Hinds County, Mississippi as Cause number 108,318 on the Docket of said Court.

WITNESS MY SIGNATURE this the 26th day of November, 1979.

Rita Walker McMain
RITA WALKER MCMAIN

STATE OF MISSISSIPPI

COUNTY OF LAUDERDALE

This day personally appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named RITA WALKER MCMAIN, who, acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 26th day of November, 1979.

My Commission expires:
My Commission Expires Sept. 28, 1980

Harry H. McMain Sr.
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of December, 1979, at 4:45 o'clock P.M., and was duly recorded on the.....day of DEC. 17, 1979....., 19....., Book No. 166 on Page 413 in my office.

Witness my hand and seal of office, this the.....of DEC. 17, 1979....., 19.....
BILLY V. COOPER, Clerk
By M. W. [Signature]....., D. C.

SPECIAL WARRANTY DEED

INDEXED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, FIRST NATIONAL BANK, JACKSON, MISSISSIPPI, Executor of the Estate of Mrs. May Graham Walker, Deceased does hereby sell, convey and warrant specially unto JAMES V. DAVIS, JR., ALBERT N. DRAKE, GEORGE E. COPELAND, SR. and JOHN C. TRACY the following described real property situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

A parcel of land lying and being situated in the Northeast 1/4 of Section 2, T7N-R2E, Madison County, Mississippi and being more particularly described as follows:

Commencing at the Northeast corner of the Biglane Tract as conveyed by deed recorded in Deed Book 96 at Page 258 in the office of the Chancery Clerk at Canton, Madison County, Mississippi; said Northeast corner being further described as being 32.3 feet South of and 15.0 feet West of the Northeast corner of said Section 2; run thence South 89 degrees 13 minutes West along the South line of a county road for a distance of 1,300 feet to an iron pin in a fence corner, and to the POINT OF BEGINNING of the parcel of land herein described; run thence South 1 degree 39 minutes West along an existing fence for a distance of 973.4 feet to an iron pin at a fence corner; thence South 89 degrees 13 minutes West along a fence line for a distance of 1,321.12 feet to an iron rod; thence North 00 degrees 07 minutes East along a fence line for a distance of 760.97 feet to a concrete monument; thence North 00 degrees 39 minutes West along a fence line for a distance of 210.08 feet to a concrete monument on the South line of a county road; thence North 89 degrees 09 minutes East along the said South line of a county road for a distance of 1,349.98 feet to the POINT OF BEGINNING, containing 29.77 acres, more or less.

Ad valorem taxes for the year 1979 shall be paid by the grantees herein, the same having been adjusted and prorated as of this date.

This deed is executed in pursuant to the Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi dated September 21, 1979 in Cause number 108,318, styled "IN THE MATTER OF THE ESTATE OF MRS. MAY GRAHAM WALKER, DECEASED" on the Docket of said Court.

THIS the 7th day of December, 1979.

FIRST NATIONAL BANK,
JACKSON, MISSISSIPPI

BY: Douglas E. Hassell
DOUGLAS E. HASSELL

TRUST OFFICER
TITLE

STATE OF MISSISSIPPI .
COUNTY OF HINDS

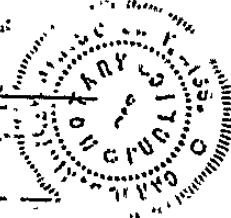
This day personally appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named FIRST NATIONAL BANK, JACKSON, MISSISSIPPI, a corporation, Executor of the Estate of Mrs. May Graham Walker, Deceased, by its duly authorized agent, DOUGLAS E. HASSELL, Trust Officer of said FIRST NATIONAL BANK, JACKSON, MISSISSIPPI, who, acknowledged that he signed and delivered the above and foregoing SPECIAL WARRANTY DEED on the day and year therein stated as the act and deed of said FIRST NATIONAL BANK, JACKSON, MISSISSIPPI, his having been first authorized to so do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE
this the 7th day of December, 1979.

My commission expires:

My Commission Expires Feb. 15, 1985

Cassie S. Smith
NOTARY PUBLIC



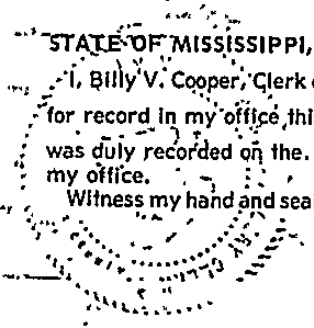
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office, this 13 day of December, 1979, at 4:45 o'clock P.M., and was duly recorded on the DEC 17 1979 day of DEC 17 1979, 1979, Book No. 166 on Page 413 In my office.

Witness my hand and seal of office, this the DEC 17 1979 day of DEC 17 1979, 1979.

BILLY V. COOPER, Clerk

By H. Wright, D. C.



BOOK 166 PAGE 417

WARRANTY DEED

7198

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned BEN N. WALKER, III do hereby sell, convey and warrant unto JAMES V. DAVIS, JR., ALBERT N. DRAKE, GEORGE E. COPELAND, SR. and JOHN C. TRACY my undivided One-Fifth (1/5) interest in and to the following described real property situated in Madison County, Mississippi, more particularly described as follows, to-wit:

A parcel of land lying and being situated in the Northeast 1/4 of Section 2, T7N-R2E, Madison County, Mississippi and being more particularly described as follows:

Commencing at the Northeast corner of the Biglane Tract as-conveyed by deed recorded in Deed Book 96 at Page 258 in the office of the Chancery Clerk at Canton, Madison County, Mississippi; said Northeast corner being further described as being 32.3 feet South of and 15.0 feet West of the Northeast corner of said Section 2; run thence South 89 degrees 13 minutes West along the South line of a county road for a distance of 1,300 feet to an iron pin in a fence corner, and to the POINT OF BEGINNING of the parcel of land herein described; run thence South 1 degree 39 minutes West along an existing fence for a distance of 973.4 feet to an iron pin at a fence corner; thence South 89 degrees 13 minutes West along a fence line for a distance of 1,321.12 feet to an iron rod; thence North 00 degrees 07 minutes East along a fence line for a distance of 760.97 feet to a concrete monument; thence North 00 degrees 39 minutes West along a fence line for a distance of 210.08 feet to a concrete monument on the South line of a county road; thence North 89 degrees 09 minutes East along the said South line of a county road for a distance of 1,349.98 feet to the POINT OF BEGINNING, containing 29.77 acres, more or less.

Ad valorem taxes for the year 1979 shall be paid by the grantees herein, the same having been adjusted and prorated between the parties hereto.

BOOK 166 PAGE 418

The above described real property does not constitute any part of the homestead of the grantor herein, nor has it ever constituted any part of the homestead of the grantor herein.

The grantor herein is one of the devisees and legatees under the Will of Mrs. May Graham Walker and which Will has been admitted to probate in the Chancery Court of the First Judicial District of Hinds County, Mississippi as Cause number 108,318 on the Docket of said Court.

WITNESS MY SIGNATURE this the 21 day of November, 1979.

BEN N. WALKER, III
BEN N. WALKER, III

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named BEN N. WALKER, III, who, acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 21st day of November, 1979.

My commission expires:
My Commission Expires Nov. 9, 1981

Francis T. C...
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office, this 13 day of December, 1979, at 4:45 o'clock P.M., and was duly recorded on the DEC 17 1979 day of 1979, Book No. 166 on Page 417 in my office.

Witness my hand and seal of office, this the DEC 17 1979 day of 1979,
BILLY V. COOPER, Clerk
By D. Wright, D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned GWENDOLYN W. JOHNSON do hereby sell, convey and warrant unto JAMES V. DAVIS, JR., ALBERT N. DRAKE, GEORGE E. COPELAND, SR. and JOHN C. TRACY my undivided One-Fifth (1/5) interest in and to the following described real property situated in Madison County, Mississippi, more particularly described as follows, to-wit:

A parcel of land lying and being situated in the Northeast 1/4 of Section 2, T7N-R2E, Madison County, Mississippi and being more particularly described as follows:

Commencing at the Northeast corner of the Biglane Tract as conveyed by deed recorded in Deed Book 96 at Page 258 in the office of the Chancery Clerk at Canton, Madison County, Mississippi; said Northeast corner being further described as being 32.3 feet South of and 15.0 feet West of the Northeast corner of said Section 2; run thence South 89 degrees 13 minutes West along the South line of a county road for a distance of 1,300 feet to an iron pin in a fence corner, and to the POINT OF BEGINNING of the parcel of land herein described; run thence South 1 degree 39 minutes West along an existing fence for a distance of 973.4 feet to an iron pin at a fence corner; thence South 89 degrees 13 minutes West along a fence line for a distance of 1,321.12 feet to an iron rod; thence North 00 degrees 07 minutes East along a fence line for a distance of 760.97 feet to a concrete monument; thence North 00 degrees 39 minutes West along a fence line for a distance of 210.08 feet to a concrete monument on the South line of a county road; thence North 89 degrees 09 minutes East along the said South line of a county road for a distance of 1,349.98 feet to the POINT OF BEGINNING, containing 29.77 acres, more or less.

Ad valorem taxes for the year 1979 shall be paid by the grantees herein, the same having been adjusted and prorated between the parties hereto.

The above described real property does not constitute any part of the homestead of the grantor herein, nor has it ever constituted any part of the homestead of the grantor herein.

The grantor herein is one of the devisees and legatees under the Will of Mrs. May Graham Walker and which Will has been admitted to probate in the Chancery Court of the First Judicial District of Hinds County, Mississippi as Cause number 108,318 on the Docket of said Court.

WITNESS MY SIGNATURE this the 26 day of November, 1979.

Gwendolyn W. Johnson
GWENDOLYN W. JOHNSON

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named GWENDOLYN W. JOHNSON, who, acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 26 day of November, 1979.

My commission expires:

Bra L. Nelson
NOTARY PUBLIC

MY COMMISSION EXPIRES APR. 10, 1981



- 2 -

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 13 day of December, 1979, at 4:45 o'clock P.M., and was duly recorded on the DEC 17 1979 day of DEC 17 1979, 1979, Book No. 166 on Page 419 in my office.

Witness my hand and seal of office, this the DEC 17 1979 day of DEC 17 1979, 1979.

BILLY V. COOPER, Clerk

By M. Wright, D. C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned SYLVIA W. WATERSTON do hereby sell, convey and warrant unto JAMES V. DAVIS, JR., ALBERT N. DRAKE, GEORGE E. COPELAND, SR. and JOHN C. TRACY my undivided One-Fifth (1/5) interest in and to the following described real property situated in Madison County, Mississippi, more particularly described as follows, to-wit:

A parcel of land lying and being situated in the Northeast 1/4 of Section 2, T7N-R2E, Madison County, Mississippi and being more particularly described as follows:

Commencing at the Northeast corner of the Biglane Tract as conveyed by deed recorded in Deed Book 96 at Page 258 in the office of the Chancery Clerk at Canton, Madison County, Mississippi; said Northeast corner being further described as being 32.3 feet South of and 15.0 feet West of the Northeast corner of said Section 2; run thence South 89 degrees 13 minutes West along the South line of a county road for a distance of 1,300 feet to an iron pin in a fence corner, and to the POINT OF BEGINNING of the parcel of land herein described; run thence South 1 degree 39 minutes West along an existing fence for a distance of 973.4 feet to an iron pin at a fence corner; thence South 89 degrees 13 minutes West along a fence line for a distance of 1,321.12 feet to an iron rod; thence North 00 degrees 07 minutes East along a fence line for a distance of 760.97 feet to a concrete monument; thence North 00 degrees 39 minutes West along a fence line for a distance of 210.08 feet to a concrete monument on the South line of a county road; thence North 89 degrees 09 minutes East along the said South line of a county road for a distance of 1,349.98 feet to the POINT OF BEGINNING, containing 29.77 acres, more or less.

Ad valorem taxes for the year 1979 shall be paid by the grantees herein, the same having been adjusted and prorated between the parties hereto.

The above described real property does not constitute any part of the homestead of the grantor herein, nor has it ever constituted any part of the homestead of the grantor herein.

The grantor herein is one of the devisees and legatees under the Will of Mrs. May Graham Walker and which Will has been admitted to probate in the Chancery Court of the First Judicial District of Hinds County, Mississippi as Cause number 108,318 on the Docket of said Court.

WITNESS MY SIGNATURE this the 27 day of

November, 1979.

Sylvia W. Waterston
SYLVIA W. WATERSTON

THE COMMON WEALTH OF VIRGINIA
COUNTY OF FAIRFAX

This day personally appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named SYLVIA W. WATERSTON, who, acknowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the

27th day of Nov., 1979.

My commission expires:

Dec. 3, 1982

F. Josephine Senecal
NOTARY PUBLIC

- 2 -

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 13 day of December, 1979, at 4:45 o'clock P.M., and was duly recorded on the DEC 17 1979 day of DEC 17 1979, 1979, Book No. 166 on Page 2 in my office.

Witness my hand and seal of office, this the DEC 17 1979 day of DEC 17 1979, 1979.

BILLY V. COOPER, Clerk

By H. Wright, D. C.

Book 166 Page 422

WARRANTY DEED

For a valuable consideration not necessary here to mention, cash in hand paid to the grantor by the grantee herein, the receipt and sufficiency of which are hereby acknowledged, I, LOUIS JACKSON, do hereby convey and warrant unto ROBERT M. WINSTEAD, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

A parcel of land containing 0.211 of an acre, more or less, situated in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi, as described on map or plat thereof prepared by Robert M. Case, Registered Land Surveyor, Jackson, Mississippi, dated March 31, 1977, copy of which is attached hereto as EXHIBIT "A" and made a part herof the same as if fully copied herein.

This conveyance is executed subject to:

- (1) Ad valorem taxes for the current year, and
- (2) Zoning and subdivision regulation ordinances applicable to the above described property, and
- (3) Existing easements and servitudes, if any, now of record pertaining to said property.

The above described property is no part of grantor's homestead.

WITNESS my signature this 13th day of December, 1979.

Louis Jackson
Louis Jackson

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named, LOUIS JACKSON 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 13 of December.

NOTARY PUBLIC

My commission expires: 10-27-89

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14th day of December, 1979, at 9:00 o'clock A.M., and was duly recorded on the 14th day of December, 1979, Book No. 166 on Page 423 in my office.

Witness my hand and seal of office, this the 17th day of December, 1979.

BILLY V. COOPER, Clerk

By [Signature] D.C.

W

WARRANTY DEED

INDEXED

7205

For a valuable consideration not necessary here to mention cash in hand paid to the grantors by the grantee herein, the receipt and sufficiency of which are hereby acknowledged, we, GLENN Q. STREET, III, and MYRA M. STREET, husband and wife, do hereby convey and warrant unto STELLA HAYES HOLLIDAY, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot Twenty-eight (28) of HIGHLAND PARK ESTATES, a subdivision in the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said subdivision now on file in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description.

This conveyance is executed subject to:

- (1) Zoning Ordinance of the City of Canton, Mississippi.
- (2) Ad valorem taxes for the year 1979, which are to be paid by the grantors herein.
- (3) Reservation and/or exception by predecessors in title of an undivided one-half (1/2) interest in all oil, gas and minerals.
- (4) Restrictive covenants as shown by instrument executed by Phillips and Randel Lumber Company, dated September 16, 1960, recorded in Land Record Book 277 at Page 482 thereof in the Chancery Clerk's Office for said county.

WITNESS our signatures, this 14th day of December, 1979.

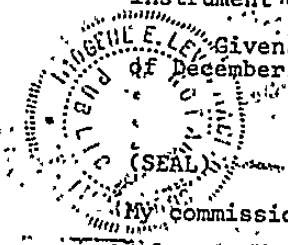
Glenn Q. Street, III
Glenn Q. Street, III

Myra M. Street
Myra M. Street

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named GLENN Q. STREET, III, and MYRA M. STREET, husband and wife, who acknowledged that they each signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 14th day of December, 1979.



Eugene E. Levy
Notary Public

My commission expires:

Oct. 6, 1981.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of December, 1979, at 9:45 o'clock P.M., and was duly recorded on the DEC 17 1979 day of December, 1979, Book No. 166 on Page 424 my office.

Witness my hand and seal of office, this the DEC 17 1979 day of December, 1979.

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

7206

BOOK 166 PAGE 425

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, Moon Landrieu, Secretary of Housing and Urban Development, of Washington, D. C., hereby sells, conveys and warrants specially unto Lee B. Fields

INDEXED

the following described real property situated in
Madison, State of Mississippi, to-wit:

Lot Nine (9), Block G, MARIS TOWN ADDITION, a lot or parcel of land fronting 60 feet on the West side of Cisnie Avenue and being all in Canton, Madison County, Mississippi.

SAID CONVEYANCE is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record and subject to any state of facts which an accurate survey would show.

TOGETHER WITH all and singular the rights, easements, hereditaments and appurtenances thereunto belonging.

BEING the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

THE ABOVE DESCRIBED property is conveyed SUBJECT to protective covenants, restrictive covenants, easements, conditions and limitations, if any, now of record affecting the use or enjoyment of said property, and to the liens of all taxes, special assessments and levies of every kind and nature, if any, for the year 1979, and subsequent years, the payment of which said taxes, special assessments and levies is assumed by the Grantee herein.

IN WITNESS WHEREOF the undersigned on this 10th day of December, 1979, has set his hand and seal as Area Office Chief, Property Disposition Branch HUD Area Office, Jackson, Mississippi, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

WITNESSES:

[Signature]
[Signature]

Moon Landrieu

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

BY: *[Signature]*
Sara Q. Bagley, Chief
Area Office Property Disposition Branch
HUD Area Office, Jackson, Mississippi

STATE OF MISSISSIPPI)
COUNTY OF HINDS) ss

PERSONALLY appeared before me, Addie L. Sledge, the undersigned Notary Public in and for said County, the within named Sara Q. Bagley who is personally well known to me and known to me to be the person who executed the foregoing instrument bearing date December 10, 1979, by virtue of the authority vested in him by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as Area Office Chief, Property Disposition Branch for and on behalf of Moon Landrieu Secretary of Housing and Urban Development.

GIVEN UNDER MY HAND AND SEAL this 10th day of December, 1979

NOTARY PUBLIC

MY COMMISSION EXPIRES:
July 1, 1981

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14th day of December, 1979, at 10:02 o'clock A.M., and was duly recorded on the 17th day of December, 1979, Book No. 166 on Page 425 in my office.

Witness my hand and seal of office, this the 17th day of December, 1979.

BILLY V. COOPER, Clerk

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

FHA FORM NO. 1835 REV. 1/74

7209

ORDERED

FORM 8421SC
OCTOBER, 1978

OPTION

FOR

BOOK 166 PAGE 426

RIGHT-OF-WAY-EASEMENT

Received of South Central Bell Telephone Company, (\$) in full consideration of which the undersigned hereby grants unto said company the option to acquire within 30 days from the date hereof for the additional amount of Seventy Five Dollars (\$75.00) a right of way easement in favor of said Telephone Company, its licensees, successors, assigns, and allied and associated companies, to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantee may require consisting of poles, guys, anchors, aerial, buried and underground cables and wires, markers, splicing boxes and pedestals, conduits, manholes, and any other amplifiers, boxes, appurtenances or devices upon, over and under a strip of land 10 feet wide across the following lands in MADISON County (Parish), State of MISSISSIPPI more specifically described as follows: Range 3E, Township 8N and NW 1/4 Quadrant of Section 20

and to the fullest extent the undersigned has the power to grant, if at all, along and under the roads, streets or highways adjoining or through said property.

For the above recited consideration the undersigned agrees to grant the following additional rights: To allow any other person, firm or corporation whether public or private to attach wires or lay cable or conduit or other appurtenances upon, over and under said easement for communications or electric power transmission or distribution; ingress and egress to said easement at all times; to clear the easement and keep it cleared of all trees, undergrowth or other obstruction; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and the right to relocate said facilities on said lands to conform to any future highway relocation, widening or improvements.

To have and to hold the above granted easement unto South Central Bell Telephone Company, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the 19 day of Nov., 1977

WITNESS:

Dorcia C. Magee

Rayette V. Wiggins (L.S.)

(L.S.)

(L.S.)

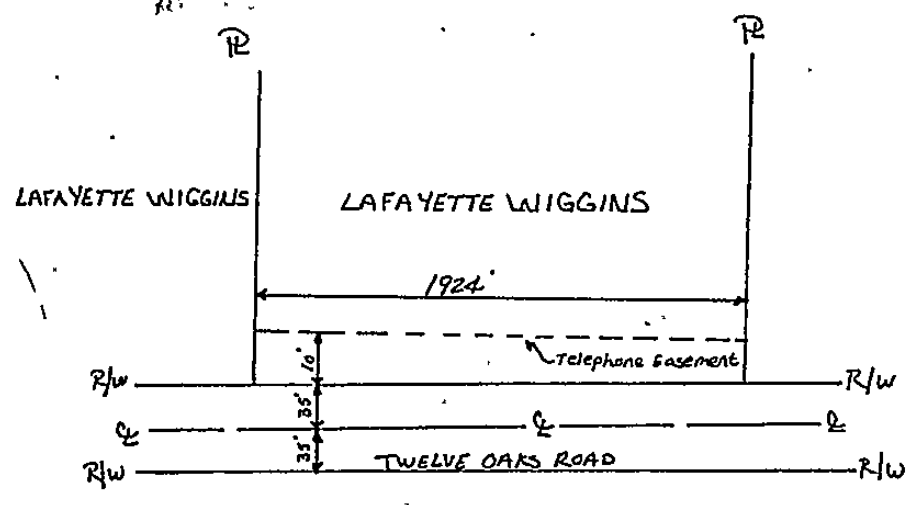
ATTEST:

NAME OF CORPORATION

TITLE:

SCBT USE ONLY: Authority 992-7201; Classification 945C
Area MISSISSIPPI; Approved RE W. C.; Title DIST MGR-OPE

NO SCALE



THE STATE OF MISSISSIPPI, COUNTY OF MADISON

Personally appeared Patricia Moore one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposes and saith that he saw the within named Lafayette Wiggins whose name(s) he subscribed thereto, sign and deliver the same to the said SOUTH CENTRAL BELL TELEPHONE COMPANY that he, this affiant, subscribed his name as a witness thereto in the presence of the said Patricia Moore.

Sworn to and subscribed before me, at CANTON, Mississippi, this the 14th day of December, 1977.

Billy V. Cooper, Chancery Clerk
By: B. Smith Vernon DC



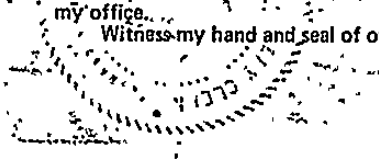
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14th day of December, 1977, at 10:40 clock A.M., and was duly recorded on the DEC 17 1979 day of 19, Book No 166 on Page 426 in my office.

Witness my hand and seal of office, this the DEC 17 1979 of 19.

BILLY V. COOPER, Clerk

By: D. W. Smith, D.C.



INDEXED

7210

RIGHT OF WAY EASEMENT

For and in consideration of ONE HUNDRED & NO \$100.00 and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned do (does) hereby grant to South Central Bell Telephone Company, its licensees, successors, assigns, allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantee may require, from time to time, consisting of poles, guys, anchors, aerial, buried and underground cables and wires, cable terminals, splicing boxes, pedestals, conduit, manholes, markers, and other amplifiers, boxes, appurtenances or devices upon, over and under a strip of land 10 feet wide across the following lands in MADISON County (Parish) State of MISS described as follows: SAID EASEMENT PARALLEL AND ADJACENT TO THE EAST ROW OF OLD JACKSON ROAD IN THE SW 1/4 of SECTION 34 T-9-N, R-2-E

and to the fullest extent the undersigned has the power to grant, if at all, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted: to allow any other person, firm or corporation to attach wires or lay cable or conduit or other appurtenances upon, over and under said easement for communications or electric power transmission or distribution; ingress and egress to said easement at all times; to clear the easement and keep it cleared of all trees, undergrowth or other obstructions; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and the right to relocate said facilities on said lands to conform to any future highway relocation, widening or improvements.

To have and to hold the above granted easement unto South Central Bell Telephone Company, its successors and assigns forever.

In witness whereof, the undersigned ha S caused this instrument to be executed on the 21 day of SEPT, 19 78.

R.B. Peery
WITNESS R.B. PEERY

M. Ross Smith L.S.
M. ROSS SMITH L.S.

Name of Corporation

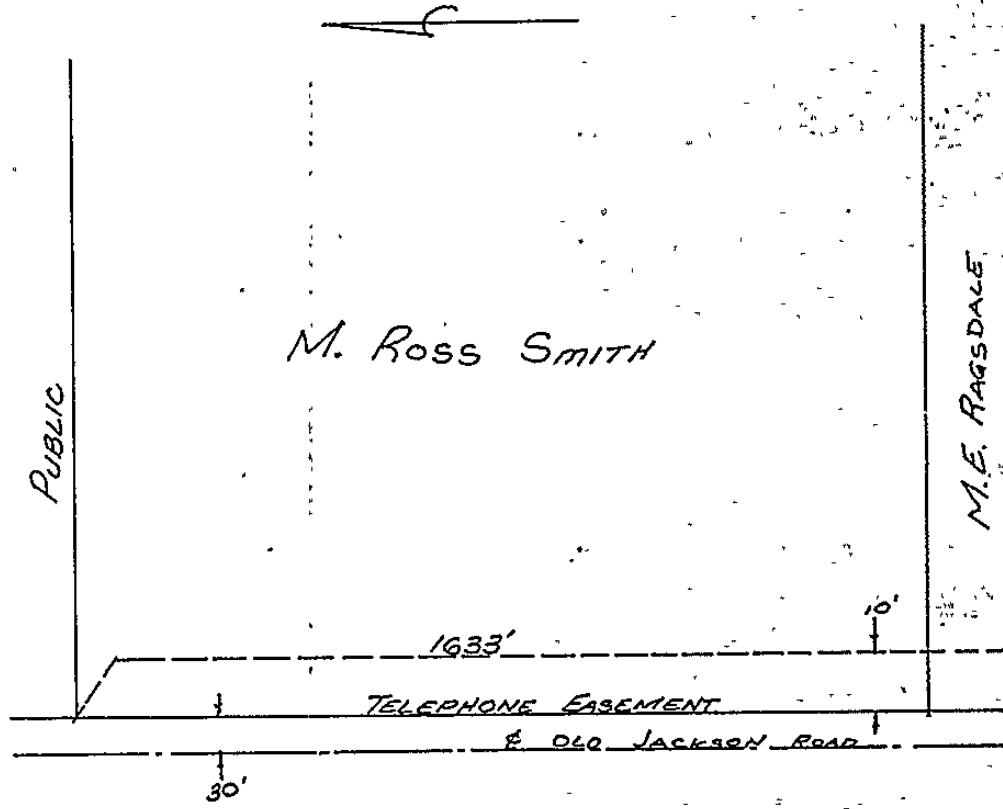
ATTEST: _____

By: _____
Title

SCBT USE ONLY: AUTHORITY 992-7221; CLASSIFICATION 945C;
AREA MISS.; APPROVED R.E. Love; TITLE DIST. MGR-OPE

CHECK WITH Mr Smith and He will Show
Contractor how to get in and out

SMITH



THE STATE OF MISSISSIPPI, COUNTY OF MADISON.

Personally appeared RB Peery, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposes and saith that he saw the within named M. Ross Smith whose name(s) he subscribed thereto, sign and deliver the same to the said SOUTH CENTRAL BELL TELEPHONE COMPANY that he, this affiant, subscribed his name as a witness thereto in the presence of the said RB Peery.

Sworn to and subscribed before me at CANTON, Mississippi, this the 14th day of Dec, 1979.

Billy V. Cooper, Chancery Clerk
By: B. Smith-Tang, D.C.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of December, 1979, at 10:40 clock, A.M., and was duly recorded on the 17 day of DEC, 1979, Book No. 166 on Page 429 in my office.

Witness my hand and seal of office, this the 17 day of DEC, 1979.

BILLY V. COOPER, Clerk

By M. W. Wright, D.C.

7211

RIGHT OF WAY EASEMENT

For and in consideration of Eighty Nine (\$80) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned do (does) hereby grant to South Central Bell Telephone Company, its licensees, successors, assigns, allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantee may require, from time to time, consisting of poles, guys, anchors, aerial, buried and underground cables and wires, cable terminals, splicing boxes, pedestals, conduit, manholes, markers, and other amplifiers, boxes, appurtenances or devices upon, over and under a strip of land 10 feet wide across the following lands in MADISON County (Parish) State of MISS described as follows: SAID EASEMENT PARALLEL AND ADJACENT TO THE EAST ROW OF OLD JACKSON ROAD SW 1/4, SW 1/4 SEC. 4 - T. 8 N - R. 2 E

and to the fullest extent the undersigned has the power to grant, if at all, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted: to allow any other person, firm or corporation to attach wires or lay cable or conduit or other appurtenances upon, over and under said easement for communications or electric power transmission or distribution; ingress and egress to said easement at all times; to clear the easement and keep it cleared of all trees, undergrowth or other obstructions; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and the right to relocate said facilities on said lands to conform to any future highway relocation, widening or improvements.

To have and to hold the above granted easement unto South Central Bell Telephone Company, its successors and assigns forever.

In witness whereof, the undersigned has caused this instrument to be executed on the 24 day of SEPT, 1978

WITNESS R. B. PEERY

TOMMIE HARRIS L.S.

Name of Corporation

ATTEST:

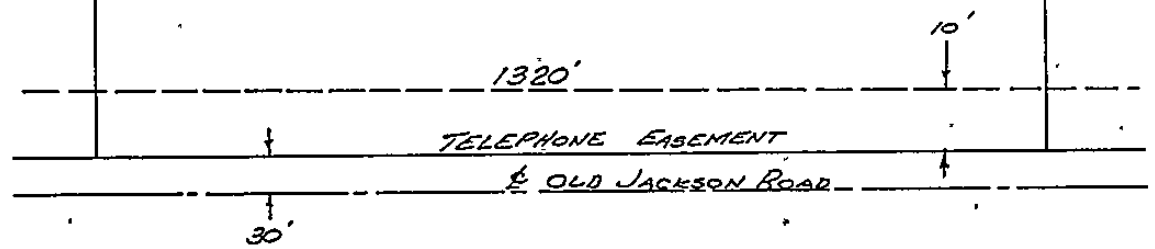
By:
Title

SCBT USE ONLY: AUTHORITY 992-7221; CLASSIFICATION 945C; AREA MISS; APPROVED R. B. PEERY; TITLE DIST. W. R. OPE

M.E. RAGSDALE

TOMMIE HARRIS.

STOUT ROAD



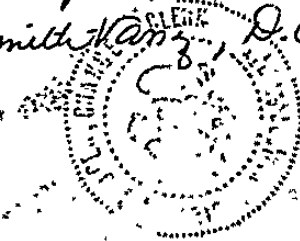
166 431

THE STATE OF MISSISSIPPI, COUNTY OF MADISON

Personally appeared B.B. Perry, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposes and saith that he saw the within named Tommie Harris whose name(s) he subscribed thereto, sign and deliver the same to the said SOUTH CENTRAL BELL TELEPHONE COMPANY that he, this affiant, subscribed his name as a witness thereto in the presence of the said B

Sworn to and subscribed before me at CANTON, Mississippi, this the 14th day of Dec, 1979.

Billy V. Cooper, Chancery Clerk
By: B. Smith Harris, D.C.



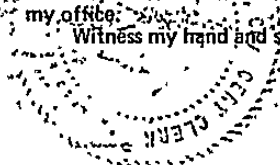
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of December, 1979, at 10:40 o'clock A.M., and was duly recorded on the 17 day of DEC, 1979, Book No. 166 on Page 432 in my office.

Witness my hand and seal of office, this the 17 day of DEC, 1979.

BILLY V. COOPER, Clerk

By M. Wright, D.C.



7214

WARRANTY DEED

BOOK 166 PAGE 485

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, we, the undersigned JIMMY BRUCE MATTHEWS and FRANK L. FORD do hereby sell, convey, transfer and forever warrant unto C. R. MONTGOMERY, a fifty percent (50%) undivided interest, unto GRADY MORGAN, JR., a Twenty-five percent (25%) undivided interest, and unto GRADY MORGAN III, a Twenty-five percent (25%) undivided interest, being all the interest owned by the Grantors herein in fee simple remainder and by Life Estate, respectively, in and to the following described land and property lying and being situated in the City of Ridgeland, Madison County, Mississippi, to-wit:

1.18 acres, more or less, lying and being situated in Lot 4, Block 24, Highland Colony Subdivision, also being in Section 30, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

From the Southwest Corner of Lot 4, Block 24, Highland Colony Subdivision, Madison County, Mississippi, being in the centerline of East Ford Avenue, City of Ridgeland, Mississippi, run thence North 00 degrees 20' East for a distance of 20.0 feet to a 3/4" iron pipe with cap, also being a point on the North Right-of-way line of said East Ford Avenue, also being a fence corner and the point of beginning of the description of the land and property conveyed herein; Thence continue North 00 degrees 20' East along the West line of said Lot 4 and along an existing fence for a distance of 346.1 feet to an iron pin and a fence corner; Thence run South 87 degrees 45' East along an existing fence a distance of 150.1 feet to a point; Thence run South 00 degrees 20' East for a distance of 341.1 feet to an iron pin on the North Right-of-way of said East Ford Avenue; Thence run North 89 degrees 40' West along said Right-of-way for a distance of 150.00 feet to the point of beginning.

EXCEPTED from the warranty contained herein is:

1. All easements, restrictions, covenants and zoning ordinances of record;
2. Prior reservations of all gas, oil and other minerals; and
3. All of that real property conveyed herein which lies North of the North line of the South One-half (S1/2) of Lot 4, Block 24, Highland Colony Subdivision, being 0.12 acres, more or less; However, the Grantors herein do hereby certify that the parcel or tract of land hereby excepted from the warranty herein has been continuously, adversely and notoriously possessed and controlled by the Grantors and the Grantors' Grantors for a period of at least Twenty-five (25) years prior to the date of this conveyance.

TAXES for the year 1979 are to be paid by the Grantors herein.

WITNESS OUR HANDS AND SIGNATURES, this the 14th day of December, 1979.

Frank L. Ford
FRANK L. FORD

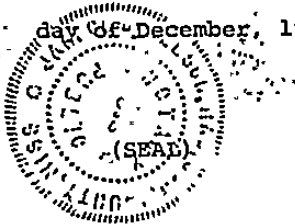
Jimmy Bruce Matthews
JIMMY BRUCE MATTHEWS

STATE OF MISSISSIPPI)
COUNTY OF MADISON)

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named FRANK L. FORD and JIMMY BRUCE MATTHEWS, 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 OF OFFICE, this the 14th

day of December, 1979.



Janice D. Nelson
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept. 22, 1982

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of December, 19 79, at 1:35 o'clock P.M., and was duly recorded on the 17 day of DEC 19 79, Book No. 166 on Page 83.

Witness my hand and seal of office, this the 17 day of DEC, 19 79.

BILLY V. COOPER, Clerk

By M. A. W. Wright, D.C.

IN CONSIDERATION OF THE SUM of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, I, PERCY STOVALL, do hereby convey and warrant unto MALISA RUSSUM the following described property lying and being situated in Madison County, Mississippi, to-wit:

A lot in the NE 1/4 of Section 19, Township 9 North, Range 2 East described as follows, to-wit: Beginning at the southwest corner of the present residence lot of Lula Jackson at a Chinaberry tree on the north margin of Adam's Lane; run thence east along said Lane 31 feet to a stake, thence run north 66 feet to a stake, thence run west 41 feet to the property of Delia Hopper, thence run south 66 feet to the point of beginning. The southwest corner of the residence lot of Lula Jackson referred to is the southeast corner of the Delia Hopper residence lot on the north side of said Lane. I intend to convey and do convey the property that was conveyed Emma Hart by Lula Jackson on May 21, 1942, and which deed is of record in the Chancery Clerk's Office of Madison County, Mississippi in Deed Book 27 at page 523.

Grantor is to assume the 1979 City and County taxes.

The above described property is no part of the homestead of the grantor.

WITNESS MY SIGNATURE, this 24th day of November, 1979

Percy Stovall
PERCY STOVALL

STATE OF LOUISIANA

ORLEANS PARISH

PERSONALLY APPEARED before me, the undersigned authority in and for said Parish and State aforesaid, the within named PERCY STOVALL, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this 10 day of DECEMBER, 1979.

John H. Wells
NOTARY PUBLIC

(SEAL) MY COMMISSION EXPIRES: at death

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of December, 1979, at 2:15 o'clock P. M., and was duly recorded on the 14 day of DEC. 17, 1979, Book No. 166 on Page 437 in my office.

Witness my hand and seal of office, this the 17 day of DEC, 1979.

BILLY V. COOPER, Clerk

By M. Wright, D. C.

WARRANTY DEED

BOOK 166 PAGE 438

7220

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, W. HUGH SMITH, JR. and MARION CARL SMITH, do hereby sell, convey and warrant unto CARL STEVE SMITH and wife, DEBORAH SMITH, as joint tenants with the right of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 282.2 feet on the South side of Soldiers Colony Road, containing 1.2 acres, more or less, lying and being situated in the SE $\frac{1}{4}$ of Section 27, Township 9 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Beginning at the intersection of the South margin of Soldiers Colony Road with an existing fence line representing the West line of the SE $\frac{1}{4}$ of said Section 27, and run South along said existing fence for 366.7 feet to a point in the center of a ditch; thence Northeasterly along the center of said ditch for 462.7 feet to a point on the South margin of Soldiers Colony Road; thence West along the South margin of Soldiers Colony Road for 282.2 feet to the point of beginning.

The warranty contained herein is made subject to the following exceptions:

1. Ad valorem taxes for the year 1979 which are to be paid all by the Grantors and None by the Grantees.
2. Zoning and sub-division regulation ordinance of Madison County, Mississippi.

WITNESS our signatures on this the 14 day of December, 1979.

W. Hugh Smith, Jr.
W. Hugh Smith, Jr.

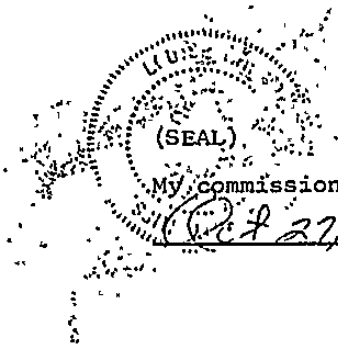
Marion Carl Smith
Marion Carl Smith

STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 166 PAGE 439

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named W. HUGH SMITH, JR. and MARION CARL SMITH who each acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER my hand and official seal on this the 14 day of December 1979.

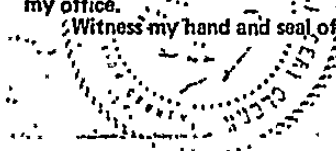


Louise J. Heath
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of December, 1979, at 3:30 clock P. M., and was duly recorded on the 14 day of DEC. 17, 1979, 1979, Book No. 166 on Page 439 in my office.

Witness my hand and seal of office, this the DEC 17, 1979 of 1979, 1979.



BILLY V. COOPER, Clerk

By B. V. Cooper D. C.

W

Books 166 pag 440
177 100 MLE 440

7222

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand this day paid and other good and valuable consideration, the receipt of which is hereby acknowledged, I, HUGH J. McINNIS, do hereby sell, convey and warrant unto SOUTHERN FARM BUREAU CASUALTY INSURANCE COMPANY, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lots 4 and 5 and the $\frac{W}{4}$ of Lots 3 and 6 of Block 41 and Lots 4 and 5 and the $\frac{W}{4}$ of Lots 3 and 6 of Block 43; all in Highland Colony, a subdivision of Madison County, Mississippi, a map or plat of which subdivision is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book One (1) at Page 6 thereof, reference to which is hereby made in aid of this description. Also, all the $\frac{S}{4}$ of that certain roadway shown on the map or plat of said Highland Colony Subdivision, adjoining said property on the North side thereof, and all of that certain roadway shown on the map or plat of said Highland Colony Subdivision as traversing said property from East to West, all as set forth in order of the Board of Supervisors, Madison County, Mississippi which is recorded in Deed Book 122 at Page 2.

There is excepted from the warranty of this conveyance those certain rights of way to Mississippi Power and Light Company recorded in Book 34 at Page 379, Book 50 at Page 212, and in Book 80 at Page 239, and in Book 43 at Page 62.

There is further excepted from the warranty of this conveyance, that certain easement to Hinds County Mississippi for road recorded in Book 94 at Page 214.

There is further excepted from the warranty of this conveyance, that certain mineral deed conveying one-half ($\frac{1}{2}$) of all oil, gas and other minerals in, on and under the subject property to V. M. Miller, recorded in the office of the aforesaid Chancery Clerk in Book 7 at Page 171.

Ad valorem taxes for the year 1979 shall be paid by the Grantee.

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

Hugh J. McInnis
HUGH J. McINNIS

STATE OF MISSISSIPPI
COUNTY OF Hinds

I, Notary Public, personally came and appeared before me the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named Hugh J. McInnis who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

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

Virginia Owen
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept. 14, 1981

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 17 day of December, 1979, at 8:20 o'clock P.M., and was duly recorded on the 17 day of DEC 17, 1979, Book No. 166 on Page 440 in my office.

Witness my hand and seal of office, this the 17 day of DEC 17, 1979.

BILLY V. COOPER, Clerk

By M. W. Wright, D. C.

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which being hereby acknowledged, the undersigned HERMAN McCRORY and wife, ALICE McCRORY, do hereby sell, convey and warrant unto LUTHER LAMAR WALDRUP and wife, MOLLY K. WALDRUP, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot 3, Stevens Addition to the Town of Madison, 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 is hereby made in aid of and as a part of this description.



There is excepted from the warranty of this conveyance all zoning ordinances, building restrictions, protective covenants, mineral reservations and conveyances, and rights-of-way or easement of record affecting said property including all easements and reservations on the recorded plat.

Ad valorem taxes for the year 1979 have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the pro-ration be incorrect, the Grantors herein agree to pay to the Grantees or their assigns any deficit on an actual pro-ration and, likewise, the Grantees herein agree to pay to the Grantors, or their assigns, any amount overpaid by them.

This conveyance is made expressly subject to that certain Deed of Trust in favor of Bridges Mortgage Company (now known as Deposit Guaranty Mortgage Company). It is further understood and agreed that the Grantors herein do transfer and set over to the Grantees herein any and all escrow funds on deposit with Deposit Guaranty Mortgage Company, and/or their assigns, incidental to the aforesaid Deed of Trust.

All liens, encumbrances, or other debts against the property herein conveyed, shall be paid by the Grantors, less and except those certain liens or encumbrances otherwise herein specified.

WITNESS OUR SIGNATURES on the the 8 day of December, A.D., 1979.


Herman McCrory

Alice McCrory

STATE OF MISSISSIPPI
COUNTY OF

Personally came and appeared before me, the undersigned Notary Public in and for the County and State aforesaid, HERMAN McCRORY and wife, ALICE McCRORY, who stated to me on oath that they executed and delivered the above and foregoing Warranty Deed as their own voluntary acts and deeds on the day and year therein mentioned.

GIVEN under my official certification, hand and seal of office on this the 8 day of December, A.D., 1979


NOTARY PUBLIC

MY COMMISSION EXPIRES:

1-7-80

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of December, 1979, at 9:00 o'clock AM, and was duly recorded on the DEC 17 1979 day of 1979, 1979, Book No. 66 on Page 44 in my office.

Witness my hand and seal of office, this the DEC 17 1979 day of 1979, 1979.

BILLY V. COOPER, Clerk

By M. Wright, D. C.

FOR AND IN CONSIDERATION of the love and affection which I have for my wife, the Grantee herein, and the sum of Ten Dollars (\$10.00), cash in hand paid, I, the undersigned, RAYMOND EDWARD JOST, do hereby convey and quitclaim unto my said wife, MRS. ELMA KERRY JOST, all of my right, title and interest in and to the real property comprising our home place, situated in Madison County, Mississippi, and more particularly described as:

Lot One Hundred Twenty-Five (125), SANDALWOOD SUBDIVISION, PART THREE (3), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 6 at Page 3 thereof, reference to which map or plat is here made in aid of and as a part of this description.

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

Raymond Edward Jost
RAYMOND EDWARD JOST

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority at law in and for the aforesaid jurisdiction, RAYMOND EDWARD JOST, who acknowledged that he signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL this the 14th day of December,



Barbara B. Fautenberg
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of December 1979, at 9:00 o'clock P.M., and was duly recorded on the DEC 17 1979, Book No 166 on Page 443 in my office.

Witness my hand and seal of office, this the DEC 17 1979, 19.....

BILLY V. COOPER, Clerk

By *J. A. Wright*, D. C.

WARRANTY DEED

7230
166 44

FOR AND IN CONSIDERATION of the sum of SEVENTY-SIX
THOUSAND FIVE HUNDRED DOLLARS (\$76,500.00)

, cash in hand paid, the
receipt and sufficiency of which is hereby acknowledged, the under-
signed H. JAMES SHEETZ, MORTON D. BOHN, JR.; WILLIAM G.
WALSH, JR., DANIEL J. HERRON and FRANCIS X. HOWARD,
Trustees under Declaration of Trust dated June 1, 1978, do hereby
sell, convey and warranty unto CHING J. CHEN and LIN-LIN
CHEN, husband and wife, as joint tenants with right of
survivorship
, the following
described land and property lying and being situated in the County of
Madison, State of Mississippi, to-wit:

Lot Six (6), GATEWAY NORTH, 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 Book 5, at page 45 thereof, reference to
which map or plat is here made in aid of and as a
part of this description.

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

AND by Authority set forth under Declaration of
Trust dated June 1, 1978, any two Trustees thereunder
may act for all the Trustees.

WITNESS the signatures of *William G. Walsh, Jr.*
and *Francis X. Howard*, Trustees under Declaration
of Trust dated June 1, 1978, this the *30th* day of *November*
A.D. 1979.

William G. Walsh, Jr. (SEAL)
, and
Francis X. Howard (SEAL)

Trustees under Declaration of Trust
dated June 1, 1978

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

Personally appeared before me, the undersigned authority, in and
for the above named County and State, the within named *William G. Walsh, Jr.*
and *Francis X. Howard*, Trustees under Declaration of
Trust dated June 1, 1978, who acknowledged that they signed and delivered
the above and foregoing instrument on the day and date therein mentioned.

GIVEN under my hand and seal of office on this the *30th* day
of *November*, A.D., 1979

Terrell R. Johnson
Notary Public

(SEAL)

My Commission Expires:

TERRELL R. JOHNSON
Notary Public, Phila., Phila. Co
My Commission Expires Feb. 18, 1981

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
for record in my office this *17* day of *December*, 19 *79*, at *9:00* o'clock *A*.M., and
was duly recorded on the *17* day of *DEC 17*, 19 *79*, Book No. *6* on Page *44* in
my office.

Witness my hand and seal of office, this the *17* day of *DEC 17*, 19 *79*.

BILLY V. COOPER, Clerk

By *n. w. right*, D. C.

IN CONSIDERATION of the sum of Ten Collars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, we, ELVIN REID and MATTIE LEE REID, husband and wife, do hereby convey and warrant unto HERMAN SANDERS, JR. the following described land situated in Madison County, Mississippi, to-wit:

A parcel of land containing 4.79 acres more or less lying and being situated partly in the NE 1/4 of the SE 1/4, Section 11, and partly in the NW 1/4 of the SW 1/4 of Section 12, all in Township 10 North, Range 3 East, Madison County, Mississippi and more particularly described as commencing at the Northwest corner of said NE 1/4 of the SE 1/4, Section 11 run North 89 degrees 53 minutes East 710.34 feet to a concrete monument on the east side of a ditch and the point of beginning; and from said point of beginning run North 89 degrees 53 minutes East 199 feet to a point; thence North 89 degrees 53 minutes East 604.8 feet to a point on the west line of the N.O.J. & G.N. Railroad; thence South 40 degrees 49 minutes 45 inches West along the west line of said railroad 590.94 feet to a point of the Northeast side of a ditch; thence North 44 degrees 34 minutes 27 inches west along the northeast side of said ditch 553.7 feet to a point; thence North 00 degrees 01 minutes 14 inches East along the east side of said ditch 250.15 feet to the point of beginning.

A plat of said land is attached hereto and made a part of this description.

Grantors agree to pay the 1979 ad valorem taxes.

WITNESS OUR SIGNATURES, this 17th day of December, 1979

Elvin Reid
ELVIN REID

Mattie Lee Reid
MATTIE LEE REID

STATE OF MISSISSIPPI
COUNTY OF MADISON

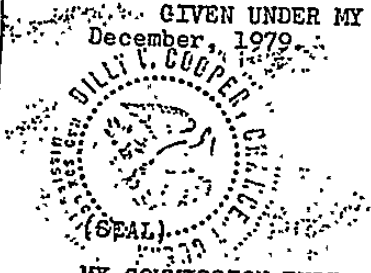
PERSONALLY appeared before me, the undersigned authority in and for said county and state aforesaid, the within named ELVIN REID and MATTIE LEE REID, who each acknowledged to me that they did sign and deliver the foregoing instrument on the day and year therein mentioned their act and deed.

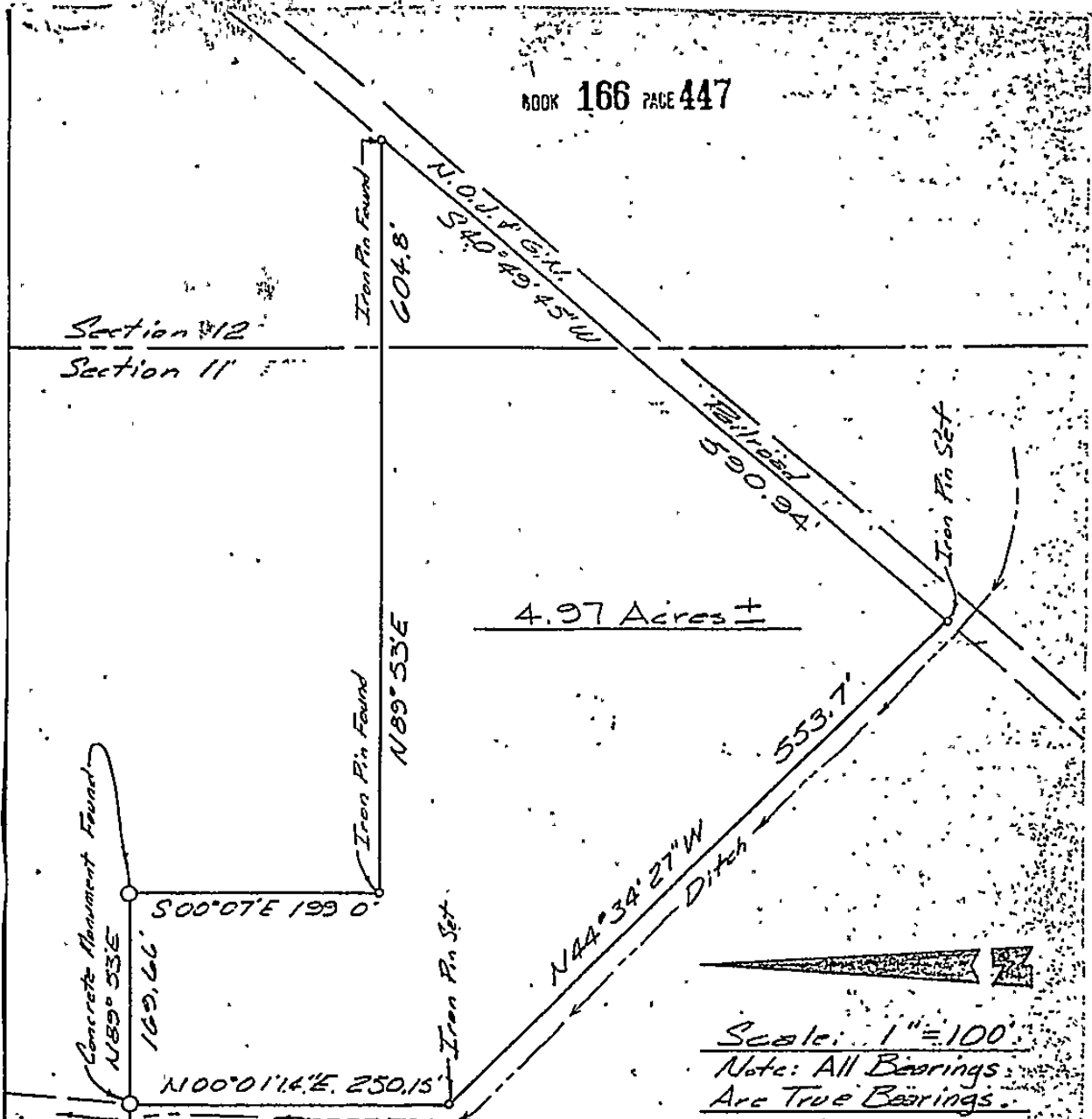
GIVEN UNDER MY HAND and official seal of office, this 17th day of December, 1979

Billy J. Cooper
CHANCERY CLERK

BY: Danney Ironhead D.C.

MY COMMISSION EXPIRES: 1-7-80





PROPERTY OF HERMAN SANDERS

A parcel of land containing 4.79 acres more or less lying and being situated partly in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 11, and partly in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 12, all in Township 10 North, Range 3 East, Madison County, Mississippi and more particularly described as commencing at the NW corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 11 run N 89° 53' E 710.34 feet to a concrete monument on the east side of a ditch and the point of beginning; and from said point of beginning run N 89° 53' E 199 feet to a point; thence N 89° 53' E 604.8 feet to a point on the west line of the N.O.J. & G.N. Railroad; thence S 40° 49' 45" W along the west line of said railroad 590.94 feet to a point on the NE side of a ditch; thence N 44° 34' 27" W along the NE side of said ditch 553.7 feet to a point; thence N 00° 01' 14" E along the east side of said ditch 250.15 feet to the point of beginning.

George W. Covington
George W. Covington, P. E.
December 7, 1979

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17th day of Dec., 1979, at 10:15 o'clock P.M., and was duly recorded on the 17th day of Dec., 1979, Book No. 166 on Page 447 in my office.

Witness my hand and seal of office, this the 17th day of Dec., 1979, 1979.

BILLY V. COOPER, Clerk

By *N. Wright*, D. C.

BOOK 166 PAGE 448

TRUSTEE'S DEED

INDEXED

7234

WHEREAS, the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, is the owner and holder of the following real estate deed(s) of trust, securing an indebtedness therein mentioned, and covering certain real estate hereinafter described located in Madison County, Mississippi, said deed(s) of trust being duly recorded in the office of the Chancery Clerk in and for said County and State:

GRANTOR(S)	DATE EXECUTED	BOOK	PAGE
Howard Jones, Jr. and wife, Martha Jones a/k/a Martha V. Jones	March 14, 1967	349	83

And default having been made in the payment of said indebtedness;

And the United States of America, as Beneficiary, having authorized and instructed the Substitute Trustee to foreclose said deed(s) of trust by advertisement and sale at public auction as required by law;

The said Trustee caused a due notice to be published in the Madison County Herald, a newspaper published in the City of Canton, said County and State, and on November 22, 1979, posted a like notice on the bulletin board of the County Courthouse in Canton, Mississippi, that certain lands hereinafter described would on December 17, 1979, be sold at public auction at the front door of said Courthouse to the highest bidder for cash by virtue of the authority vested in the said Trustee by said deed(s) of trust; which said notice was published in said newspaper in the issues of November 22, November 29, December 6, and December 13, 1979.

And said lands having been by said Trustee on December 17, 1979, at eleven o'clock A.M., in the manner prescribed in and by said deed(s) of trust, and in accordance with the laws of the State of Mississippi, and at the place aforesaid in pursuance of said notice, offered for sale at public auction to the highest bidder for cash, and Bert J. Giddens, having been the highest bidder therefor and having bid the sum of Seven Thousand, Four Hundred and no/100 Dollars (\$ 7,400.00), the said Bert J. Giddens was duly declared the purchaser thereof.

NOW, THEREFORE, in consideration of the sum so bid, I, Freddie E. Robertson, as Substitute Trustee, do hereby convey and sell to the said Bert J. Giddens, the following described land situated in Madison County, Mississippi, to-wit:

Lot Three (3) in Block "C" of Magnolia Heights, Part 1, a Subdivision of Madison County, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at page 4 thereof, reference to which is hereby made in aid of and as a part of this description.

SUBJECT TO:

1. The exception of any and all interest in and to all oil, gas and other minerals in, on and under the above described property.
2. All easements affecting the above described property for the installation, construction, operation and maintenance of sewer lines as shown on the aforementioned plat of said subdivision reference to which is hereby made.
3. A right-of-way granted to Mississippi Power and Light Company for the construction, operation and maintenance of electric circuits by instrument dated January 2, 1950, and recorded in Book 46 at page 169 in the office of the aforesaid Clerk.
4. The terms, conditions and reservations contained in that certain deed dated January 30, 1950, and recorded in Book 45 at page 348, and in that certain deed given to correct the same which is recorded in Book 46 at pages 114 and 115, in the Chancery Clerk's Office of Madison County, Mississippi.
5. The reservation and exception of an easement over and across a strip of land five feet evenly in width off of the west end of the above described property for the installation, construction, operation and maintenance of an underground telephone cable.
6. The lien of Persimmon-Burnt Corn Water Management District, under and pursuant to a decree of the Chancery Court of Madison County, Mississippi, filed on March 26, 1962, and recorded in Minute Book 37 at page 524 of said court, and all taxes and assessments levied for and on behalf of such drainage District for the year 1967 and subsequent years.
7. The Madison County Zoning and Subdivision Regulation Ordinances of 1964, adopted on April 6, 1964, and recorded in Supervisors Minute Book AD at page 266 in the office of the aforesaid Clerk.

BOOK 166 PAGE 449

GER

W. L. J. 100 111

BOOK 166 PAGE 450

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

IN WITNESS WHEREOF, I have caused these presents to be signed the
17th day of December, 1979.

Freddie E. Robertson
Substitute TRUSTEE
Duly authorized to act in the
premises by instrument dated
October 3, 1979,
and recorded in Book 463,
Page 598, of the records
of the aforesaid County and
State.

ACKNOWLEDGMENT

STATE OF MISSISSIPPI)
COUNTY OF Madison) SS:

Personally appeared before me, E. M. Mitchell, a
Notary Public, in and for the County and State afore-
said, Freddie E. Robertson, Substitute Trustee, who
acknowledged that he signed and delivered the foregoing Trustee's Deed
on the day and year therein mentioned.

Given under my hand this 17th day of December, 19 79.

E. M. Mitchell
(Signature)

Notary Public
(Title)

My Commission Expires:

5-3-83

AFFIDAVITS OF FORECLOSURE PROCEEDINGS

STATE OF MISSISSIPPI)
) SS:
 County of Madison)

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, Galey Andrews, publisher of the Madison County Herald, a newspaper published in the City of Canton, in said County and State, who on oath deposes and says that the publication, of which the annexed slip is a true copy, was published in said newspaper for 4 consecutive weeks, to-wit:

In Vol. <u>87</u>	No. <u>47</u>	dated <u>Nov. 22, 1979</u>
In Vol. <u>87</u>	No. <u>48</u>	dated <u>Nov. 29, 1979</u>
In Vol. <u>87</u>	No. <u>49</u>	dated <u>Dec. 6, 1979</u>
In Vol. <u>87</u>	No. <u>50</u>	dated <u>Dec. 13, 1979</u>

Galey Andrews
 Publisher

Subscribed and sworn to before me this 14th day of December, 1979.

Elizabeth A. Cunningham
 Notary Public

My Commission Expires May 27, 1983

My Commission Expires: _____

State of Mississippi) SS:
 County of Madison)

Freddie E. Robertson, being first duly sworn on oath deposes and says that he is the County Supervisor in the Madison County Office of the Farmers Home Administration, United States Department of Agriculture; that on the 22nd day of November, 1979, as Substitute Trustee, he posted a copy of the Notice annexed to the foregoing Publisher's Affidavit on the bulletin board of the County Courthouse in Canton, Mississippi.

Freddie E. Robertson

Subscribed and sworn to before me this 17th day of December, 1979.

L. M. Mitchell
 Notary Public

My Commission Expires: _____

5-8-83

State of Mississippi)
) SS:
 County of Madison)

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

At the hour of eleven o'clock A.M., on the 17th day of December, 19 79, at the front door of the County Courthouse in the aforesaid County where said premises are situated; and that said premises were then and there purchased by Bert J. Giddens for the sum of \$ 7,400.00, said purchaser being the highest bidder, and said sum being the highest sum bid; and deponent further says that said sale was conducted fairly, honestly, and according to the terms of said deed(s) of trust and the laws of the State of Mississippi, and that to the best of his knowledge and belief, the Grantor(s) are not members of the Armed Services of the United States of America.

Freddie E. Robertson
 Freddie E. Robertson

Subscribed and sworn to before me this 17th day of December, 19 79

E. M. Wright
 Notary Public

My Commission Expires:

5-3-83

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of December, 19 79, at 11:55 o'clock A.M. and was duly recorded on the DEC 17 1979 day of 1979, 19 79, Book No. 166 on Page 452 in my office.

Witness my hand and seal of office, this the DEC 17 1979 day of 1979, 19 79.

BILLY V. COOPER, Clerk

By E. M. Wright, D. C.

WARRANTY DEED

STATE OF)
COUNTY OF) SS

INDEXED

7236

THIS INDENTURE made this 29th day of NOVEMBER, 1979 between GORDON H. KOLB DEVELOPMENTS, INC. a Louisiana corporation ("Grantor"), with its principal place of business in the City of New Orleans, Parish of Orleans, State of Louisiana and CANTON ASSOCIATES, LTD., an Illinois limited partnership ("Grantee"), of the County of Cook, State of Illinois.

WITNESSETH, that for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, alien, convey, confirm and warrant unto Grantee the real estate legally described in Exhibit A hereto ("the Land"), together with all buildings, fixtures and improvements now constructed or to be constructed thereon (collectively "the Improvements"); all leases of any or all of the Land or the Improvements; all appurtenances pertaining to the Land; and all streets, alleys or public ways adjacent thereto, before or after vacation thereof; SUBJECT to the easements, covenants, conditions and restrictions set forth in Exhibit A annexed hereto and FURTHER SUBJECT to a reservation of a term for years in favor of the Grantor upon the following terms and conditions:

1. Definitions. The following additional terms shall have the following meanings as used herein:

(a) "Purchase Agreement" -- that certain Purchase Agreement dated AUGUST 1, 1979 between Grantor and Grantee, pursuant to which this Deed is delivered.

(b) "Property" -- collectively the Land, the Improvements, the Leases and the other Property conveyed by this Deed.

(c) "Related Items" -- The personalty and intangible property which are intended to be used in connection with the Improvements and contemplated to be furnished by Grantor under the Purchase Agreement.

(d) "Existing Leases" -- the leases described in Exhibit B hereto existing as of the date hereof, as the same may be amended.

(e) "Leases" -- the Existing Leases and any other leases of all or portions of the Improvements or Land which may be entered into during the Reserved Term, excepting all "Reserved Term Leases."

(f) "Reserved Term Leases" -- any lease entered into during the Term which does not demise, or grant any option for a demise of any portion of the Property for any period after the end of the Term.

B. (g) "Major Tenants" -- the tenants listed in Exhibit

(h) "Owner" -- at any time, the Grantee or any other party holding title to the Land.

(i) "Term" -- defined in Paragraph 3 hereof.

(j) "Construction Period" -- that portion of the Term prior to the completion of construction of the Improvements.

2. Reservation. Grantor does hereby reserve for itself and its successors and assigns a term for years in the following:

(a) the Improvements;

(b) the Related Items;

(c) the right of possession and control over the Improvements and Related Items; and

(d) all of the income and rents from any and all Reserved Term Leases and Leases, including the Existing Leases;

upon the terms and conditions hereinafter contained.

3. Term. The term of the rights reserved herein ("Term") shall commence on the date of this Deed and shall end at midnight on July 31, 1982, unless earlier terminated as herein provided.

4. Early Termination. Owner shall have the right to terminate the Term at any time after:

(a) Grantor fails to pay any sum payable under this Deed when due or fails to perform or comply with any of its obligations hereunder at the time or times and in the manner required under this Agreement, provided Owner first gives Grantor 10 days' prior written notice of such default or breach when the default or breach ("Monetary Default") is the failure to pay a sum payable hereunder, and 20 days' prior written notice of such default or breach when the same ("Non-Monetary Default") is other than the failure to pay a sum payable hereunder, and Grantor fails to cure any Monetary Default within said 10-day period or any Non-Monetary Default within said 20-day period. A Monetary Default shall be deemed cured only by the payment of the sum in default within such 10-day period; a Non-Monetary Default shall be deemed cured in its entirety within 20 days, by commencing the cure within said 20-day period and pursuing the same with due diligence.

(b) Grantor files a petition to be adjudicated a bankrupt or for reorganization or arrangement under the bankruptcy laws of the United States, or Grantor is adjudicated a bankrupt.

(c) A petition to adjudicate Grantor a bankrupt is filed against Grantor and the same is not dismissed within 90 days after such filing.

(d) Grantor makes or suffers to be made an assignment for the benefit of its creditors.

(e) By judicial proceeding, a trustee or receiver is appointed to take possession of substantially all of the assets of Grantor or the interest of Grantor under this Deed and such proceeding is not dismissed and the receiver or trustee discharged and possession restored to Grantor within 90 days after such appointment.

(f) Substantially all of the assets of Grantor or the interest of Grantor under this Deed are attached, executed upon or otherwise seized by judicial order and such attachment, execution or seizure is not discharged within 90 days after the day the same is effected.

(g) In any legal proceeding Grantor is adjudicated to be or stipulates to being insolvent or unable to pay its debts as they become due.

(h) Grantor fails to perform any of its obligations under the Purchase Agreement.

The termination of the Term shall not limit or diminish the obligations of Grantor under this Deed to pay all expenses payable as hereinafter provided, regardless of whether such payments are then due and owing or have been incurred or accrued but are not yet otherwise payable. Upon the effective date of such termination, Grantor shall remit to Owner all sums owing, accrued or incurred pursuant to the sentence immediately next preceding. The termination of this Agreement (whether by expiration of time or otherwise) shall not prejudice the rights of either party against the other for any default or breach of this Agreement occurring prior to such termination.

5. Obligations During Construction Period. During the Construction Period:

(a) Grantor will, pursuant to and in accordance with the Purchase Agreement cause the Improvements to be completed and the Related Items furnished to or installed in the Property;

(b) Grantor will comply with all obligations of the lessor under the Existing Leases, including but not limited to the construction of all shell structures and installation of any fixtures or other items required to be installed thereunder by the lessor;

(c) Grantor will use its best efforts to procure other Leases, subject to the limitations hereinafter contained.

6. Obligations During Remainder of Term. During the remainder of the Term:

(a) Grantor shall continue to have all of the obligations under Paragraphs 5(b) and 5(c).

(b) Grantor shall negotiate for leases and the renewal of leases, conduct all negotiations with tenants, and shall arrange for such advertising as it may consider fit, proper or desirable for the successful renting of space in the Improvements. In all cases, the Grantor shall always give priority to the renting of space in the Improvements, and Grantor shall not

induce tenants therein to move to space located in any developments managed, owned or controlled by Grantor adjacent to the Land.

(c) Grantor shall use its best efforts to collect rent as and when it shall become due and payable from tenants and shall take such steps as may be necessary or desirable to enforce the prompt payment and collection thereof.

(d) Grantor shall employ, supervise, direct, discharge and compensate (including payment of any and all payroll taxes) such employees as may be necessary for the proper maintenance and operation of the Improvements.

(e) Grantor shall purchase all fuel and utility services, including, but not limited to, water, gas, electricity, telephone services or other commodities or services necessary for the common areas of the Property and shall pay prior to delinquency of all charges for such utilities, commodities or services. Grantor shall purchase all such other supplies as are necessary for the operation of the Property and shall contract for or undertake the making of landlord-required improvements and necessary repairs and the performance of other necessary work in, at or about the Property. Grantor shall cause to be performed and completed all repairs, maintenance and restorations of the Improvements and Related Items, including, but not limited to, janitorial and maintenance services relating to the common areas and the repair and restoration of all loss and damage. Grantor shall keep and maintain the Improvements, together with all parking areas, sidewalks, stairways, alleys and passages surrounding the same, in good, orderly, clean, safe and sanitary repair and condition. Subject to the rights of holders of deeds of trust or mortgages, all proceeds of casualty insurance policies shall be applied towards restoration of the Improvements. In the event such holders permit insurance proceeds to be used for restoration, Grantor shall complete and pay for restoration from the said proceeds of the Improvements following any damage or destruction. Notwithstanding anything herein to the contrary, Grantor shall not be required to make any replacement of any portions of the Property required by the effects of ordinary wear and tear thereon, except to the extent set forth in Section 7.4 of the Purchase Agreement or except to the extent that insurance proceeds are available therefor.

(f) Grantor shall perform or cause to be performed all covenants and obligations to be performed by the Grantee under the documents evidencing or securing the Permanent Loan or the Standby Loan as defined in the Agreement other than the payment of principal and interest due thereunder (which Grantee shall be obligated to pay); provided, however, that nothing herein shall obligate Grantee to pay any payments of principal and interest thereunder which Grantor is obligated to pay as holder of the Purchase Money Note. Grantor shall provide Owner with copies of each statement received by Grantor from the holders of all notes secured by mortgages on said property.

(g) Grantor shall obtain and maintain in force with respect to the Improvements and the Related Items the following insurance policies:

(i) Insurance against loss by fire and other perils included within "extended coverage", in the full replacement cost of all Improvements and Related Items, with a 90% coinsurance exception;

(ii) Public liability insurance in the amount of \$250,000 per person, \$500,000 per occurrence, \$50,000 property damage, with "umbrella" liability coverage in amounts up to \$1,000,000 combined single limit per occurrence;

(iii) Rent insurance;

(iv) Flood insurance in the maximum amount available for the Property; and

(v) Workmen's compensation coverage or other insurance as required by law or by holders of the Permanent Loan.

All insurance policies shall name Owner, Grantor and any holders of deeds of trust or mortgages as additional insureds.

(h) Grantor shall operate the Property in full compliance with all applicable state, federal, and local laws, ordinances, rules and regulations, and shall indemnify Owner for and hold Owner harmless against any and all losses, costs or expenses threatened or incurred by reason of, arising out of or in any way related to non-compliance therewith unless such non-compliance shall be due to the acts of Owner or others at Owner's direction, in which event Owner shall indemnify Grantor for and hold Grantor harmless against any and all losses, costs or expenses threatened or incurred by reason of, arising out of or in any way related to non-compliance therewith.

(i) Without the Owner's prior written consent, Grantor shall enter into no contracts related to the Property which extend beyond the Term which are not terminable upon 30 days' notice, except that Grantor may enter into normal and customary agreements with public utilities.

(j) Grantor shall promptly and faithfully report to the Owner any material condition, circumstance, or event occurring with respect to the Property which may require the Owner's attention.

(k) Grantor shall at all times keep proper, complete and current books and records, in form reasonably acceptable to Owner, of all elements of the management, operation, and leasing of the Property, including without limitation records of all receipts and expenditures, true copies of all correspondence, leases and other agreements with tenants and records relating to taxes, insurance, maintenance, repairs, capital improvements and services. All such books and records shall be kept at NEW ORLEANS, LA. or such other locations as Owner may agree, separate and apart from any other books and records maintained by Grantor. Such books and records may be inspected or copied by Owner or its agent, in whole or in part, at no expense to Grantor, at any time and from time to time during reasonable business hours, upon reasonable notice.

(l) Grantor shall make payment of all business taxes imposed in connection with the Property or the operation thereof, and all taxes and assessments of every kind or description assessed against the Property whether general, special, ordinary or extraordinary, including, but without limiting the generality of the foregoing, assessments for

streets, sidewalks, sewers, lights and other improvements and general and special state, county, and city taxes which are or may be owing to or assessed, levied or imposed by any governmental authority during or with respect to the terms of this Agreement or any part thereof and upon the Property or any part thereof. Grantor shall obtain statements for ad valorem property taxes and assessments against the Property and transmit copies thereof to Owner promptly upon receipt thereof by Grantor.

(m) Grantor shall make, do and perform any and all other acts and things relating to the management, upkeep and operation of the Property as are customarily performed by owners of like properties, including without limitation the payment of all expenses incident to, arising from and relating to the operation of the Property.

7. Ownership and Approval of Leases. It is hereby agreed that all Leases with respect to the Property, whether now existing or hereafter made, including the Existing Leases, are being conveyed to Grantee pursuant to this Deed subject to the reservation herein contained. Accordingly, Grantor hereby agrees that it will enter into no other Leases with respect to the Property without the written consent of Owner, which will not unreasonably be withheld. All Leases hereafter entered into during the Term will be executed by Owner and not by Grantor, and upon such execution, Grantor will be deemed to have reserved an interest therein as set forth in this Deed, which interest shall terminate at the end of the Term without further action of the parties. At the time of execution of each such Lease, Grantor will be furnished an appropriate direction to the Tenant signed by Owner to pay all rentals during the Term to Grantor and thereafter to Owner.

8. Condemnation. In the event the Property or any portion thereof is taken by any public authority in condemnation or eminent domain proceedings:

(a) In the event of a partial taking under circumstances in which, in Owner's reasonable judgment, the Property can be restored to a usable unit of any kind, then the net proceeds of such condemnation shall be paid to Owner and applied by Grantee in reimbursement of Grantor's cost of such restoration (in which event Grantor shall furnish Grantee sworn statements, lien waivers and other documents sufficient to evidence payment of all costs incurred in connection therewith);

(b) In the event of a temporary taking, Grantor shall be entitled to the entire portion of any award relating to the Term and Grantee shall be entitled to the balance of such award; and

(c) In all other cases, Owner shall be entitled to retain all net condemnation proceeds, the Term shall end as of the date of such taking and Grantor hereby disclaims all claims thereto and assigns all right in and to such proceeds or awards to Grantor.

9. Actions Upon Termination. At the end of the Term, whether by expiration or otherwise:

(a) Grantor shall deliver to Owner physical possession of the Property and all Leases, the Improvements and Related Items shall be in good operating condition, subject only to reasonable wear and tear; in the event the Term ends by reason other

than the normal expiration thereof, Grantor will assign and deliver possession of to Grantor all Reserved Term Leases;

(b) At Owner's request, Grantor shall deliver to Owner a quitclaim deed and bill of sale to all the Property and an assignment of all Leases, such documents to serve only as further evidence of the termination of the reservation contained herein;

(c) Owner and Grantor will prepare an accounting and proration of all of the following items if any as of the last day of the Term:

(i) Prepaid or escrowed insurance premiums with respect to all policies then in force which Owner elects to continue in force;

(ii) Accrued and unpaid or prepaid rentals from tenants and concessionaires;

(iii) Security deposits held;

(iv) Accrued and unpaid or prepaid or escrowed real estate taxes and assessments; and

(v) Accrued expenses with respect to the Property, including utility charges if any;

and Grantor and Owner shall make appropriate settlement of such items, with Owner being credited with all accrued and unpaid expenses and taxes and Grantor being credited with prepaid insurance, escrowed taxes and other prepaid items. Grantor shall turn over to Owner all security deposits, and Owner shall forever indemnify Grantor from and against any claims by tenants on account of such security deposits. Owner shall turn over to Grantor any and all accrued and unpaid rentals collected by Owner after the term hereof applying all rentals received from any tenant to the earliest accruing rentals). Percentage rentals collected after the end of the Term which relate in part to periods during the Term shall be appropriately divided between Grantor and Owner upon collection thereof.

10. Notice. It is understood and agreed by and between the parties hereto that all written notices provided for hereunder shall be sent to them addressed as follows:

TO GRANTOR

c/o Gordon H. Kolb
Developments, Inc.
408 Magazine Street
New Orleans, Louisiana 70130

with a copy to:

Donald E. Theriot, Esq.
Reynolds, Nelson, Theriot &
Stahl
500 Natchez Street
New Orleans, Louisiana 70130

TO OWNER:

c/o The Balcor Company
P. O. Box C-1036
Skokie, Illinois 60076

with a copy to:

Howard M. Richard, Esq.
Katten, Muchin, Gittles,
Zavis, Pearl & Galler
55 East Monroe Street
Chicago, Illinois 60603

or to such other addresses as the parties may hereafter designate in writing.

11. Transferability. Grantor's reserved interest hereunder may be transferred and assigned only with the consent of Owner; no such transfer shall relieve Grantor of its obligations hereunder. Owner may convey the Property, subject to the reservation herein contained, without Grantor's consent. All covenants, conditions and undertakings of Grantor hereunder shall run with the Land and shall be binding upon any and all successors in interest to Grantor's interest reserved hereunder.

12. Exculpation. No present or future general or limited partner of Grantee, nor any of its officers, agents or employees, shall have any personal liability of any kind or nature for or by reason of any matter or thing whatsoever under, in connection with, arising out of, or in any way related to this Warranty Deed, and Grantor hereby waives any and all right to sue or recover on account of any such personal liability, whether real or claimed. Said limitation of liability is in addition to, and not in limitation of, any other limitation on liability applicable to Grantee and its partners, officers and agents, under law or any contract, agreement or instrument.

13. Covenant Running With the Property: At such time as that certain Note given by Grantor to The Mississippi Bank, a copy of which is attached to and which is secured by that certain Mississippi Deed of Trust and Security Agreement described in Exhibit A attached hereto, is assigned and endorsed to Commonwealth Life Insurance Company, Grantor, as Maker thereof, shall have no personal liability to the holders thereof except as provided for therein. Grantee for itself, its successors and assigns, covenants and agrees with Grantor that it shall not default in the obligations of landlord under any of the Major Tenant Leases. In the event Grantee, its successors or assigns shall default in the obligations of landlord under any of the Major Tenant Leases and, as a result of such default, (a) any Major Tenant terminates its lease or reduces the rental required to be paid thereunder and (b) Grantor, as Maker, is required to pay in full the indebtedness evidenced by the aforementioned Note, then Grantee shall indemnify and hold Grantor harmless against the cost of paying in full such indebtedness and/or any expenses incurred by Grantor in curing any such defaults under any of the Major Tenant Leases. In any action or proceeding commenced by Grantor to enforce the foregoing covenant or indemnity or both, Grantor's sole recourse shall be against the interest of Grantee in the Property conveyed by this Deed. Grantor agrees that it shall have no right to enforce, or seek to enforce, this covenant and indemnity in an action or proceeding against Grantee, its successors or assigns or against any partner of Grantee or any successor or assign thereof, personally, regardless of the capacity or entity by which the Property is owned. For purposes of this Paragraph 13: "Grantee" shall mean Canton Associates, Ltd., an

Illinois limited partnership, or the then Owner of the Property conveyed hereby; "Grantor" shall mean only Gordon H. Kolb Developments, Inc., and the rights of Grantor under this Paragraph 13 shall not be assignable. At such time as the aforementioned Note is paid in full, this covenant and indemnity automatically shall lapse and expire. All provisions of this Paragraph 13 shall be construed as a covenant running with the land and with every part thereof and interest therein; and every owner and claimant of the property, or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all the provisions of this Paragraph.

IN WITNESS WHEREOF, Grantor, and Grantee have executed this Warranty Deed this 21st day of NOVEMBER, 1979.

Grantor:

GORDON H. KOLB DEVELOPMENTS, INC., a Louisiana corporation

Witnesses:

Douglas H. Hunt
Michael J. Chidley
As to Gordon H. Kolb Development, Inc.

By:

Gordon H. Kolb
Attest: J. Douglas Alexander

Grantee:

CANTON ASSOCIATES, LTD, an Illinois limited partnership

By: BRI Partners - 79, a partnership, a general partner of Canton Associates Ltd.

Witnesses:

Douglas H. Hunt
Michael J. Chidley
As to Canton Associates, Ltd.

By: RGF - Balcor Associates, a partnership, a general partner of BRI Partners - 79

By:

R. G. Finley
A General Partner of RGF Balcor Associates

A C K N O W L E D G M E N T

STATE OF LOUISIANA

PARISH OF ORLEANS

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Gordon H. Kolb, appearing herein in his capacity as President of Gordon H. Kolb Developments, Inc., a Louisiana business corporation, who acknowledged to me that he signed and delivered the foregoing instrument of writing on the day and in the year herein mentioned, on behalf of the said Gordon H. Kolb Developments, Inc., with full authority of its Board of Directors and being first duly authorized so to do.

GIVEN UNDER MY HAND an official seal on this 29th day of November, 1979.

William P. Stahl
NOTARY PUBLIC

My commission expires on death.

A C K N O W L E D G M E N T

STATE OF LOUISIANA
PARISH OF ORLEANS

PERSONALLY APPEARED before me the undersigned authority in and for the jurisdiction above mentioned, the within named J.E. Finley, appearing herein in his capacity as partner of R.G.F. - Balcor Associates, a partnership, which is a partner of BRI - Partners-79, a partnership, which is a general partner of Canton Associates, Ltd., an Illinois Limited Partnership, who acknowledged to me that he did sign and deliver the above and foregoing instrument of writing on behalf of the said Canton Associates, Ltd., on the 29th day of November, 1979, and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this 29th day of November, 1979.

William P. Stahl
NOTARY PUBLIC

My commission expires on death.

EXHIBIT A

Description of Land

A parcel of land fronting on North Liberty Street, Yandell Avenue and Dobson Avenue, containing 6.54 acres, more or less, lying and being situated in the City of Canton, Madison County, Mississippi, and more particularly described as follows:

Commencing at an iron stake on the east line of North Liberty Street that is 150 feet north of the intersection of the north line of East North Street with the east line of North Liberty Street and run North-erly along the east line of North Liberty Street for 710 feet to the SW corner and point of beginning of the property herein described; thence N 01° 09' E along the east line of North Liberty Street for 153.15 feet to a point; thence N 01° 39' E along the east line of North Liberty Street for 57.4 feet to a point; thence S 88° 51' E for 129.4 feet to a point; thence N 01° 09' E for 129.1 feet to a point on the south line of Yandell Avenue; thence S 89° 45' E along the south line of Yandell Avenue for 433.5 feet to a point on the west line of the Busse-Dobson Subdivision; thence S 00° 16' E along the west line of Busse-Dobson Subdivision for 316.1 feet to a point that is 25 feet north of the south line of Lot 8, Block 2 of said subdivision; thence S 89° 52' E parallel to and 25 feet north of the south line of said Lot 8 for 105 feet to a point on the west line of Dobson Avenue; thence S 00° 16' E along the west line of Dobson Avenue for 265 feet to the SE corner of Lot 6, Block 2 of said subdivision; thence N 89° 52' W for 105 feet to the SW corner of said Lot 6; thence S 00° 16' E for 6.6 feet to a point in the center of Bachelors Creek; thence N 75° 04' W along the center of Bachelors Creek for 217.5 feet to a point; thence N 61° 33' W along the center of said creek for 412.6 feet to the point of beginning.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of December, 1979, at 3:00 o'clock P.M., and was duly recorded on the day of DEC 18 1979, 19....., Book No. 166 on Page 453 in my office.

Witness my hand and seal of office, this the of DEC 18 1979, 19.....

BILLY V. COOPER, Clerk

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

W
STATE OF MISSISSIPPI

COUNTY OF

BOOK 166 PAGE 465

7238

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable consideration, the receipt of all of which is hereby acknowledged, and undersigned,

JAMES MORRIS IRVIN, and wife, PATRICIA R. IRVIN

GRANTORS,

do hereby sell, convey and warrant unto,

EMPLOYEE TRANSFER CORPORATION, an Illinois Corporation, GRANTEE,

the land and property situated in Madison COUNTY, STATE OF MISSISSIPPI, being more particularly described as follows, to wit:

Lot Fourteen (14) of MILESVIEW TERRACE SECTION 2, according to map or plat thereof recorded in plat book 4, at page 5, thereof in the Chancery Clerk's Office for Madison County, Mississippi, reference to said map or plat being here made in aid of and as a part of this description.

Subject to that deed of trust owned by Federal Home Loan Mortgage Association, dated 10/16/75 filed 11/24/79 in Book 414, page 569, in the original amount of \$33,000.00.

Subject to easement, covenants and restrictions of record.

The 1979 taxes on the above described property are to be paid by Grantee. It is the intent of the Grantors to convey any and all interest which they may have in the said property to the Grantee and to perfect fee simple title to them.

WITNESS OUR SIGNATURES, this the 10 day of DECEMBER, 19 79

James Morris Irvin
JAMES MORRIS IRVIN

Patricia R. Irvin
PATRICIA R. IRVIN

STATE OF Miss
COUNTY OF Madison

Personally appeared before me, a Notary Public, in and for the County and State aforesaid, James Morris Irvin and wife, Patricia R. Irvin who acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and deed on the day and year therein mentioned.

GIVEN UNDER BY HAND AND OFFICIAL SEAL, this the 10 day of Dec., 19 79



James H. Henderson
NOTARY PUBLIC

My Commission expires _____

My Commission Expires May 18, 1983

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 10 day of December, 19 79, at 3:32 o'clock P. M., and was duly recorded on the 10 day of DEC 18, 19 79, Book No. 166 on Page 465 in my office.

Witness my hand and seal of office, this the 10 day of DEC 18, 19 79.

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

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; the assumption by the grantees of that certain indebtedness held by themselves, T. A. PATTERSON and L. L. PATTERSON, JR., secured by a Deed of Trust on file and of record in the Office of the Chancery Clerk of Madison County, State of Mississippi, in Deed of Trust Book 446, Page 728, assigned to Citizens National Bank by instrument recorded in the said Chancery Clerk's Office in Book 451 at Page 735; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned VINCE CASALE and wife, PAT CASALE, do hereby sell, convey and warrant unto T. A. PATTERSON and L. L. PATTERSON, JR., the following described land and property situated in Madison County, State of Mississippi, to-wit:

The following described real property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

A certain tract or parcel of land lying and being situated in the NE 1/4 of the SW 1/4 of Section 26, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the NE corner of the NW 1/4 of Section 26, Township 7 North, Range 1 East, Madison County, Mississippi, thence South for a distance of 2677.6 feet to an iron pin, said pin being the Point of Beginning of the property herein described; thence South for a distance of 462.3 feet to an iron pin, thence West for a distance of 471.1 feet to an iron pin, thence North for a distance of 462.3 feet to an iron pin, thence East for a distance of 471.1 feet to the aforesaid Point of Beginning and containing 5.0 acres, more or less.

THIS CONVEYANCE is subject to the 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.

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

IT IS AGREED AND UNDERSTOOD that the ad valorem taxes for the current year are to be assumed by the grantees herein.

WITNESS OUR SIGNATURE this the 15th day of November, 1979.

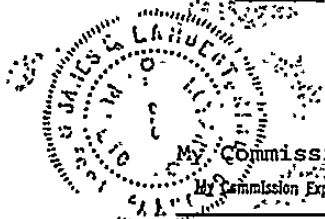
Vince Casale
VINCE CASALE
Pat Casale
PAT CASALE

NOV 15 1979

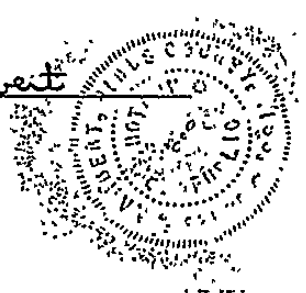
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named VINCE CASALE and wife, PAT CASALE, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 15th day of November, 1979.



James E. Lambert
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of December, 19 79, at 3:30 o'clock P.M., and was duly recorded on the 18 day of DEC 18 1979, 19 79, Book No. 66 on Page 66 in my office.

Witness my hand and seal of office, this the 18 day of DEC 18 1979, 19 79.

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

W

WARRANTY

WARRANTY DEED

BOOK 166 PAGE 468

7240

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, Frank S. Street and Jack S. Parker, do hereby sell, convey and warrant unto Carl D. Brown the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

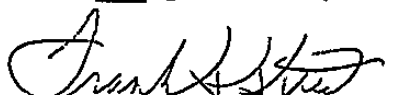
Lots 11 and 12, Oak Grove Estates, Part 1, a subdivision according to map or plat thereof on record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is made in aid of and as a part of this description.

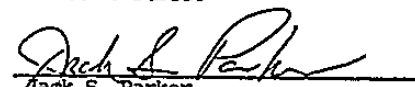
The warranty contained herein is made subject to the following exceptions, to-wit:

1. Ad valorem taxes for the year 1979 which are to be paid all by the Grantor and none by the Grantees.
2. Zoning and sub-division regulation ordinance of the City of Canton, Mississippi.
3. Those certain Restrictive Covenants dated November 16, 1959 and filed for record in the Chancery Clerk's office of said county in Book 75 at Page 315, and the amendment thereto by instrument dated August 3, 1979 and filed for record in Book 460 at Page 475 in said Clerk's office.

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

WITNESS my signature on this the 14th day of December, 1979.

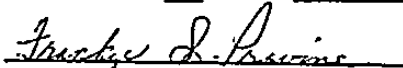

Frank S. Street


Jack S. Parker

STATE OF MISSISSIPPI
COUNTY OF MADISON

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Frank S. Street & Jack S. Parker who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 14th day of December, 1979.



My Commission Expires June 3, 1981
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17th day of December, 1979, at 4:00 o'clock P.M., and was duly recorded on the day of DEC 18 1979, 19....., Book No 166 on Page 468 in my office.

Witness my hand and seal of office, this the 18th day of December, 1979.

BILLY V. COOPER, Clerk

By ....., D. C.

INDEXED

W
For, and in consideration of the sum of \$10.00 Dollars and other valuable considerations, receipt of which is acknowledged, Owner, W. J. Sumrall, hereby conveys to L. A. Penn & Sons, Inc., on the terms and conditions set out all timber of any size standing, lying and being upon the following described lands in the County of Madison, State of Mississippi, to-wit:

LEGAL DESCRIPTION

SW $\frac{1}{4}$ SE $\frac{1}{4}$ south of the creek, and the E $\frac{1}{2}$ SW $\frac{1}{4}$ south of the creek in Section 5, and S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 7, the W $\frac{1}{2}$ E $\frac{1}{2}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of Section 8, the W $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of Section 17, and the NE $\frac{1}{4}$ of Section 18, all in Township 10 North, Range 3 East; containing 905 acres, more or less. All specified timber lies within approximately 20 acres lying on the south boundary of the land described herein. TO HAVE AND TO HOLD UNTO BUYER, subject of the following conditions

and limitations:

Seller hereby gives and grants Buyer permission to enter upon said lands for the purpose of cutting and removing the aforesaid timber for a period of one year from and date hereof. It is expressly understood and agreed that any and all timber not cut and removed within said period shall revert to and become the property of the Seller.

Seller further conveys to L. A. Penn & Sons, Inc., the right of ingress and egress over and across the lands upon which said timber is located and for the movement and transfer of men, materials, and logging equipment as may be necessary for the proper cutting and removal of said timber.

Buyer herein agrees to repair any fences damaged directly by and through the course of the cutting and removing of the timber described herein. Said repairs shall be made with materials and in such manner as to place the fences in as good a condition as they were immediately preceding such damage.

Buyer covenants and agrees that, upon entering said land, no damage will be done to the premises nor to any other standing timber thereon and Buyer shall conduct such operations solely at his own expense and risk and shall reimburse, indemnify and hold harmless the Seller from and against any and all liability, claims, loss, and damage resulting therefrom.

IN WITNESS WHEREOF, SELLER AND BUYER have caused this instrument to be duly executed this the 11th day of December, 19 79

W. J. Sumrall
W. J. Sumrall

STATE OF MISSISSIPPI
COUNTY OF MADISON

Before me, the undersigned Notary Public in and for said County and State, this day personally appeared the within named W. J. Sumrall, who acknowledged that He signed and delivered the foregoing deed at the time and for the purpose therein stated, as his act and deed.

Given under my hand and official seal, this the 17th day of December, 1979.

My Commission Expires:



Mrs. Susan Mabry
Mrs. Susan Mabry

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of December, 1979, at 9:00 o'clock a M., and was duly recorded on the 18 day of DEC 18 1979, 1979, Book No. 166 on Page 469 in my office.

Witness my hand and seal of office, this the 18 day of DEC 18 1979, 1979.

BILLY V. COOPER, Clerk

By N. W. Wright, D. C.

TRUSTEE'S DEED

WHEREAS, the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, is the owner and holder of the following real estate deed(s) of trust, securing an indebtedness therein mentioned, and covering certain real estate hereinafter described located in Madison County, Mississippi, said deed(s) of trust being duly recorded in the office of the Chancery Clerk in and for said County and State:

GRANTOR(S)	DATE EXECUTED	BOOK	PAGE
Henry Lee Johnson and Desaree M. Johnson	April 12, 1974	402	234

And default having been made in the payment of said indebtedness;

And the United States of America, as Beneficiary, having authorized and instructed the Substitute Trustee to foreclose said deed(s) of trust by advertisement and sale at public auction as required by law;

The said Trustee caused a due notice to be published in the Madison County Herald, a newspaper published in the City of Canton, said County and State, and on November 15, 19 79, posted a like notice on the bulletin board of the County Courthouse in Canton, Mississippi, that certain lands hereinafter described would on December 10, 19 79, be sold at public auction at the front door of said Courthouse to the highest bidder for cash by virtue of the authority vested in the said Trustee by said deed(s) of trust; which said notice was published in said newspaper in the issues of November 15, November 22, November 29, and December 6, 19 79.

And said lands having been by said Trustee on December 10, 1979, at eleven o'clock A.M., in the manner prescribed in and by said deed(s) of trust, and in accordance with the laws of the State of Mississippi, and at the place aforesaid in pursuance of said notice, offered for sale at public auction to the highest bidder for cash, and United States of America, having been the highest bidder therefor and having bid the sum of Thirteen Thousand, Eight Hundred One and 78/100 Dollars (\$ 13,801.78), the said United States of America was duly declared the purchaser thereof.

NOW, THEREFORE, in consideration of the sum so bid, I, Freddie E. Robertson, as Substitute Trustee, do hereby convey and sell to the said United States of America, the following described land situated in Madison County, Mississippi, to-wit:

Beginning at a point at the southeast corner of Lot 10, Block C, Brame Addition, a plat of which is of record in Plat Book 3 at page 16 in the office of the Chancery Clerk of Madison County, Mississippi, said point also being on the west line of Lenard Avenue, thence run North on the west line of Lenard Avenue a distance of 325 feet to the point of beginning; thence proceed west on a line parallel to the north line of said Lot 10 a distance of 150 feet to a point; thence proceed North a distance of 100 feet on a line parallel with the said west line of Lenard Avenue to a point; thence proceed east a distance of 150 feet on a line parallel with the north line of said Lot 10 to a point on the west side of Lenard Avenue; thence proceed south along the west side of Lenard Avenue a distance of 100 feet to the point of beginning.

SUBJECT ONLY to the following exceptions, to-wit:

1. The reservation of an undivided one-half interest in all oil, gas and other minerals in, on and under the subject property by Laila P. Greaves in a deed recorded in Book 30 at page 614 in the office of the Chancery Clerk of Madison County, Mississippi.
2. A mineral deed dated February 18, 1953, from L. E. Brame to Florine Boone Brame conveying 20 mineral acres with a reversionary clause therein as recorded in Book 55 at page 354 in the office of the aforesaid Clerk.
3. A mineral deed dated January 29, 1975, from L. E. Brame to W. H. Hoover conveying 20 mineral acres with a reversionary clause therein as recorded in Book 37 at page 374 in the office of the aforesaid Clerk.
4. A utility line easement and right-of-way from H. B. Greaves to Mississippi Delta Power & Light Company as recorded in Book 6 at page 310 in the office of the aforesaid Clerk.

BOOK 166 PAGE 472

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

IN WITNESS WHEREOF, I have caused these presents to be signed the
10th day of December, 19 79.

Freddie E. Robertson

SUBSTITUTE TRUSTEE

Duly authorized to act in the premises by instrument dated September 21, 19 79, and recorded in Book 463, Page 184, of the records of the aforesaid County and State.

ACKNOWLEDGMENT

STATE OF MISSISSIPPI)
) SS:
COUNTY OF MADISON)

Personally appeared before me, Billy V. Cooper, a
Chancery Clerk, in and for the County and State afore-
said, Freddie E. Robertson, Substitute Trustee, who
acknowledged that he signed and delivered the foregoing Trustee's Deed
on the day and year therein mentioned.

Given under my hand this 10th day of December, 19 79.

(S-E-A-L)

My Commission Expires:

7-7-80

Billy V. Cooper
(Signature)
Chancery Clerk
N. Wright, D.C.
(Title)

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
for record in my office this 10 day of December, 19 79, at 9:00 o'clock A.M. and
was duly recorded on the DEC 18 1979, 19 79, Book No. 166 on Page 471 in
my office.

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

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

INDEXED

7246

AFFIDAVITS OF FORECLOSURE PROCEEDINGS

STATE OF MISSISSIPPI)
 County of Madison) SS:

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, Gary Adams, publisher of the Madison County Herald, a newspaper published in the City of Canton, in said County and State, who on oath deposes and says that the publication, of which the annexed slip is a true copy, was published in said newspaper for 4 consecutive weeks, to-wit:

In Vol. 87, No. 46, dated Nov. 15, 1979
 In Vol. 87, No. 47, dated Nov. 22, 1979
 In Vol. 87, No. 48, dated Nov. 29, 1979
 In Vol. 87, No. 49, dated Dec. 6, 1979

Gary Adams
 Publisher

Subscribed and sworn to before me this 6th day of December, 19 79

(S.E.A.L.)

Reginald M. Williams
 Notary Public

My Commission Expires:

My Commission Expires May 27, 1983

State of Mississippi)
 County of Madison) SS:

Freddie E. Robertson, being first duly sworn on oath deposes and says that he is the County Supervisor in the Madison County Office of the Farmers Home Administration, United States Department of Agriculture; that on the 15th day of November, 19 79, as Substitute Trustee, he posted a copy of the Notice annexed to the foregoing Publisher's Affidavit on the bulletin board of the County Courthouse in Canton, Mississippi.

Freddie E. Robertson

Subscribed and sworn to before me this 10th day of December, 19 79

(S.E.A.L.)

Billy V. Coon
 Notary Public

My Commission Expires:

John N. Wright, Jr.

7-17-80

BOOK 166 PAGE 474

State of Mississippi)
) SS:
 County of Madison)

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

At the hour of eleven o'clock A.M., on the 10th day of December, 1979, at the front door of the County Courthouse in the aforesaid County where said premises are situated; and that said premises were then and there purchased by United States of America for the sum of \$ 13,801.78, said purchaser being the highest bidder, and said sum being the highest sum bid; and deponent further says that said sale was conducted fairly, honestly, and according to the terms of said deed(s) of trust and the laws of the State of Mississippi, and that to the best of his knowledge and belief, the Grantor(s) are not members of the Armed Services of the United States of America.

Freddie E. Robertson
 Freddie E. Robertson

Subscribed and sworn to before me this 10th day of December, 1979.

(S E A L)

Billy D. Cooper
 Notary Public
 by Dr. Wright, Jr.

My Commission Expires:

12-7-80

NOTICE OF SALE

WHEREAS, the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, is the owner and holder of the following real estate deed(s) of trust, securing an indebtedness therein mentioned and covering certain real estate hereinafter described located in Madison County, Mississippi, said deed(s) of trust being duly recorded in the office of the Chancery Clerk in and for said County and State:

GRANTOR(S), Henry Lee Johnson and Desaree M Johnson
DATE EXECUTED, April 12, 1974
TRUST DEED BOOK, 402
PAGE, 234

WHEREAS, DEFAULT HAS OCCURRED IN THE PAYMENT OF THE INDEBTEDNESS SECURED BY SAID DEED(S) of trust, and the United States of America, as Beneficiary, has authorized and instructed me as Substitute Trustee, to foreclose said deed(s) of trust by advertisement and sale at public auction in accordance with the statutes made and provided therefor.

THEREFORE, notice is hereby given that pursuant to the power of sale contained in said deed(s) of trust and in accordance with the statutes made and provided therefor, the said deed(s) of trust will be foreclosed and the property covered thereby and hereinafter described will be sold at public auction to the highest bidder for cash at the front door of the county courthouse in the town of Canton, Mississippi, in the aforesaid County at eleven o'clock A.M., on the 10th day of December, 1979, to satisfy the indebtedness now due under and secured by said deed(s) of trust.

The premises to be sold are described as: Beginning at a point at the southeast corner of Lot 10, Block C, Brame Addition, a plot of which is of record in Plat Book 3 at page 16 in the office of the Chancery Clerk of Madison County, Mississippi, said point also being on the west line of Lenard Avenue, thence run North on the west line of Lenard Avenue a distance of 325 feet to the point of beginning; thence proceed west on a line parallel to the north line of said Lot 10 a distance of 150 feet to a point; thence proceed North a distance of 100 feet on a line parallel with the said west line of Lenard Avenue to a point; thence proceed east a distance of 150 feet on a line parallel with the north line of said Lot 10 to a point on the west side of Lenard Avenue; thence proceed south along the west side of Lenard Avenue a distance of 100 feet to the point of beginning.

SUBJECT ONLY to the following exceptions:

1. The reservation of an undivided one-half interest in all oil, gas and other minerals in, on and under the subject property by Lalla P. Greaves in a deed recorded in Book 30 at page 414 in the office of the Chancery Clerk of Madison County, Mississippi.

2. A mineral deed dated February 18, 1953, from L. E. Brame to Florine Boone Brame conveying 20 mineral acres with a reversionary clause therein as recorded in Book 55 at page 354 in the office of the aforesaid Clerk.

3. A mineral deed dated January 29, 1953, from L. E. Brame to W. H. Hoover conveying 20 mineral acres with a reversionary clause therein as recorded in Book 37 at page 374 in the office of the aforesaid Clerk.

4. A utility line easement and right-of-way from H. B. Greaves to Mississippi Delta Power & Light Company as recorded in Book 6 at page 310 in the office of the aforesaid Clerk.

November 15, 1979
Date
Freddie E. Robertson, Substitute Trustee
Duly authorized to act in the premises by instrument dated September 21, 1979, and recorded in Book 463, Page 184, of the records of the aforesaid County and State.
Nov. 15, 22, 29, Dec. 6, 1979

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of December 1979, at 9:00 o'clock A.M., and was duly recorded on the 18 day of DEC 18, 1979, 19, Book No. 166 on Page 475 in my office.

Witness my hand and seal of office, this the 18 day of DEC 18, 1979, 19.

BILLY V. COOPER, Clerk

By N. A. Wright, D. C.

QUITCLAIM DEED

7248

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 John A. Nichols, Richard L. Nichols, Willard Earl Nichols, Doris L. Nichols Smith, Debra LaDonna Nichols and Willie M. Nichols, hereby quitclaim and release unto Mrs. Blanche H. Nichols, all of our right, title and interest in and to the following land and property situated in Madison County, Mississippi; and being more particularly described as follows, to-wit:

Beginning at a stake on the west side of South Union Street in said city at the South East Corner of the lot that Virgeon Alford conveyed to Faith Kelly, as shown by deed duly of record in Book 4 on page 72 thereof in said Clerk's office, and run thence South fifty feet along the west margin of South Union Street to a stake and thence West one hundred feet to a stake and thence North to the South West Corner of the said Kelly lot fifty feet to a stake and thence East along the said Kelly lots South margin one hundred feet to Union Street, the point of beginning.

WITNESS OUR SIGNATURES, this 20 day of September, 1979.

John A. Nichols
JOHN A. NICHOLS

Richard L. Nichols
RICHARD L. NICHOLS

Willard Earl Nichols
WILLARD EARL NICHOLS

Doris L. Nichols Smith
DORIS L. NICHOLS SMITH

Debra LaDonna Nichols
DEBRA LADONNA NICHOLS

Willie M. Nichols
WILLIE M. NICHOLS

BOOK 166 PAGE 477

STATE OF MISSISSIPPI
COUNTY OF HINDS:----

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named John A. Nichols, Richard L. Nichols and Willard Earl Nichols, who being by me first duly sworn stated on their oath that they signed and delivered the above and foregoing Quitclaim Deed on the day and in the year therein mentioned.

SWORN TO AND SUBSCRIBED before me this the 20th day of September, 1979.

Mr. M. J. H. H. H. H. H.
Notary Public

Commission Expiration:

My Commission Expires Oct. 21, 1980

STATE OF ILLINOIS
COUNTY OF COOK:----

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Doris L. Nichols Smith and Willie M. Nichols, who being by me first duly sworn stated on their oath that they signed and delivered the above and foregoing Quitclaim Deed on the day and in the year therein mentioned.

SWORN TO AND SUBSCRIBED before me this the 16th day of Oct., 1979.

Mr. H. H. H. H. H.
Notary Public

Commission Expiration:

10-16-1980

STATE OF OKLAHOMA
COUNTY OF COMANCHE

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Debra LaDonna Nichols, who being by me first duly sworn stated on her oath that she signed and delivered the above and foregoing Quitclaim Deed on the day and in the year therein mentioned.

SWORN TO AND SUBSCRIBED before me this the 25th day of October, 1979.

Mr. H. H. H. H. H.
Notary Public

Commission Expiration:

August 2, 1981

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of December, 1979, at 9:00 o'clock AM, and was duly recorded on the 18 day of December, 1979, Book No. 166 on Page 476. in my office.

Witness my hand and seal of office, this the 18 day of December, 1979.

BILLY V. COOPER, Clerk

By N. H. H. H. H., D. C.

W

7252

BOOK 166 PAGE 478

STATE OF MISSISSIPPI
COUNTY OF MADISON

FILED

For and in consideration of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, BRUCE ALAN McLEAN and ELIZABETH ANN McLEAN, do hereby sell, convey, transfer and warrant unto N. B. McLEAN and HELEN S. McLEAN, as joint tenants or tenants in the entirety with an estate in the entirety and with a right of survivorship and not as tenants in common, property situated in Madison County, Mississippi, described as follows, to-wit:

A part of Lots 1, 2, 3 and 4 of Block "1" of the Ella Lee's First Addition to the Town of Madison, Madison County, Mississippi, and a part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 8, Township 7 North, Range 2 East, which lies South of said lots and more particularly described as follows, to-wit:

Commencing at the NW corner of Lot 7, Block "1" of the Ella Lee's First Addition to the Town of Madison, Madison County, Mississippi, as shown by plat recorded in Plat Book 1 at page 7 in the office of the Chancery Clerk of Madison County, and run South 71 degrees 00 minutes East along the South side of Main Street 130 feet to the point of beginning, thence run South 16 degrees 51 minutes West for 150 feet to a point; run thence South 71 degrees 00 minutes East to a point on the West side of Jones Street, run thence Northeasterly along the West side of Jones Street to the point of intersection of the West side of Jones Street and the South side of Main Street, run thence North 71 degrees 00 minutes West along the South side of Main Street for 53.5 feet to the point of beginning.

This conveyance is made subject to existing encumbrances against the said described property as recorded in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES, this 15 day of December,
A.D., 1979.


BRUCE ALAN McLEAN

ELIZABETH ANN McLEAN

STATE OF Mississippi
COUNTY OF Amite

Personally appeared before me, the undersigned authority, in and for the above noted County and State, Bruce Alan McLean and Elizabeth Ann McLean who each acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein noted as the act and deed of each of them.

GIVEN UNDER MY HAND AND SEAL, this 15 day of December, A.D., 1979.



Walker C. Carraway, Jr.
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of December, 19 79, at 9:00 o'clock am, and was duly recorded on the 18 day of DEC 18, 19 79, Book No. 16 on Page 478 in my office.

Witness my hand and seal of office, this the 18 day of DEC 18, 19 79.

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

W

STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 166 PAGE 480

7253

For and in consideration of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, BRUCE ALAN McLEAN and ELIZABETH ANN McLEAN, do hereby sell, convey, transfer and warrant unto N. B. McLEAN and HELEN S. McLEAN, as joint tenants or tenants in the entirety with an estate in the entirety and with a right of survivorship and not as tenants in common, property situated in the Town of Madison, County of Madison, State of Mississippi, described as follows, to-wit:

Being situated in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8, Township 7 North, Range 2 East, Madison, Madison County, Mississippi and being more particularly described as follows:

Commence at an iron pin marking the SW corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8, Township 7 North, Range 2 East and run South 89 degrees 52 minutes 30 seconds East, along the South boundary of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,103.45 feet to the East R.O.W. line of Jones Street and the Point of Beginning for the property herein described; run thence North 20 degrees 05 minutes 30 seconds East, along the East R.O.W. line of Jones Street, 88.95 feet to the South R.O.W. line of Main Street; run thence South 71 degrees 00 minutes East, along the South R.O.W. line of Main Street, 24.70 feet to the West R.O.W. line of the Illinois Central Gulf Railroad; run thence South 23 degrees 45 minutes West, along the West R.O.W. line of said railroad, 82.53 feet to the South boundary of the said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of aforesaid Section 8; run thence South 89 degrees 52 minutes 30 seconds East, along the South boundary of the said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ 13.10 feet; run thence South 23 degrees 45 minutes West, along the West R.O.W. line of said railroad, 20.00 feet to the North boundary of A. J. Montgomery's Seed House; run thence North 71 degrees 00 minutes West 30.47 feet to the East R.O.W. line of Jones Street; run thence North 20 degrees 05 minutes 30 seconds East along the East R.O.W. line of Jones Street, 9.01 feet to the Point of Beginning. Containing 0.0534 acres, more or less.

This conveyance is made subject to existing encumbrances against the said described property as recorded in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES, this 15 day of December, A.D., 1979.

Bruce Alan McLean
BRUCE ALAN McLEAN
Elizabeth Ann McLean
ELIZABETH ANN McLEAN

STATE OF Mississippi
COUNTY OF Amite

Personally appeared before me the undersigned authority in and for the above noted County and State, Bruce Alan McLean and Elizabeth Ann McLean who each acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein noted as the act and deed of each of them.

GIVEN UNDER MY HAND AND SEAL, this 15 day of December, A.D., 1979.

Walter C. Quinn
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of December, 1979, at 7:00 o'clock PM, and was duly recorded on the 18 day of DEC 18, 1979, Book No. 166 on Page 480 in my office.

Witness my hand and seal of office, this the 18 day of December, 1979.

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

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and all other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, A. A. ROTWEIN, do hereby sell, convey and warrant unto A. A. ROTWEIN and ROSALIE B. ROTWEIN, husband and wife, as tenants in common, my undivided one-half (1/2) interest in and to the following described property located in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Begin at a point 30' east of the SW corner of the N 1/2 of the NW 1/4, Section 33, Township 7 North, Range 2 East, Madison County, Mississippi; run thence North 0 degrees 6 minutes West 466 feet, more or less, to a point; run thence North 89 degrees 54 minutes East 240 feet; run thence North 0 degrees 6 minutes West 100 feet; run thence North 89 degrees 54 minutes East 412.3 feet; run thence North 0 degrees 6 minutes West 420 feet; run thence South 89 degrees 54 minutes West 311.85 feet; run thence North 06 degrees 27 minutes East 210.45 feet to a point on the South right-of-way of Charity Church Road; run thence easterly along the South right-of-way of said Charity Church Road 1,000 feet, more or less, to a point; run thence South 975 feet, more or less, to an iron pin; run thence West along the south side of the N 1/2 of the NW 1/4 of Section 33, Township 7 North, Range 2 East, to the point of beginning, containing 27 acres, more or less.

It is the intention of the Grantor herein to convey unto the Grantees herein that certain one-half (1/2) undivided interest conveyed to the Grantor herein, as shown in Warranty Deed, recorded in Book 131, at Page 458, of the Land Records of Madison County, Mississippi, wherein the said property was conveyed to the Grantor herein by Lula Carbrey Rusling and Robert B. Rusling.

WITNESS THE SIGNATURE of the Grantor this the 6th day of December, 1979.

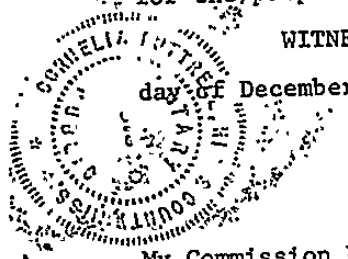

A. A. ROTWEIN

BOOK 166 PAGE 483

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

WITNESS MY SIGNATURE and official seal this the 6th day of December, 1979.



Cornelia Lutzelle
NOTARY PUBLIC

My Commission Expires:
My Commission Expires Jan. 7, 1982

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of December, 1979, at 9:00 o'clock A.M., and was duly recorded on the 18 day of DEC 18, 1979, Book No. 166 on Page 482. in my office.

Witness my hand and seal of office, this the 18 day of DEC 18, 1979.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

2
BOOK 166

PAGE 484

INDEXED

WARRANTY DEED

7258

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, we, KENNETH GREEN and LINDA FAYE GREEN, husband and wife, do hereby convey and warrant unto SOLOMON GREEN and GENEVA GREEN as joint tenants with rights of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

One (1) acre of land situated in the E 1/2 of Section 32, Township 8 North, Range 1 East, Madison County, Mississippi, more particularly described as follows:

Commence at the intersection of the East Right of Way line of the Gus Green Road with the North boundary of aforesaid Section 32 and run Southerly along the East Right of Way line of said road, 1548.7 feet to an iron bar marking the Northwest corner of and the Point of Beginning for the property herein described; run thence North 89 degrees 30 minutes East, 208.7 feet to an iron bar; run thence South 0 degrees 30 minutes East, 208.7 feet to an iron bar; run thence South 89 degrees 30 minutes West, 208.7 feet to an iron bar on the aforesaid East Right of Way line of the Gus Green Road; run thence North 0 degrees 30 minutes West, along said East Right of Way line, 208.7 feet to the Point of Beginning.

It is the intention of grantors to describe and convey that land conveyed by Solomon Green and Geneva Green to Kenneth Green by deed dated March 25, 1977, recorded in Land Record Book 149 at Page 504 thereof in the Chancery Clerk's Office for Madison County, Mississippi, whether accurately and particularly described herein or not, and reference is hereby made to the aforesaid record in aid of and as a part of the foregoing description.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the current year which grantors agree to pay.
- (3) Exception of such oil, gas and mineral rights as may now be outstanding of record.
- (4) Dirt roadway as reflected on the plat attached as Exhibit "A" to the aforesaid deed.

WITNESS our signatures this 18th day of December, 1979.

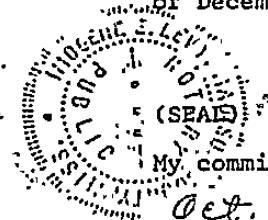
Kenneth Green
Kenneth Green

Linda Faye Green
Linda Faye Green

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named KENNETH GREEN and LINDA FAYE GREEN, husband and wife, who acknowledged that they each signed and delivered the above and foregoing instrument on the day and year therein mentioned.

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



Joseph E. Levy
Notary Public

My commission expires:
Oct. 6, 1981.

BOOK 166 PAGE 485

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of December, 1979, at 4:05 o'clock P.M., and was duly recorded on the DEC 19 1979 day of DEC 19 1979, 1979, Book No. 166 on Page 484 in my office.



Witness my hand and seal of office, this the DEC 19 1979 day of DEC 19 1979, 1979.

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

W

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, OLLIE MAE GLASCOE and husband, CLARENCE R. GLASCOE, do hereby convey and warrant unto MABLEN STEAVEN HARDACRE (also known as Steve Hardacre) and EUGENIA MARIE HARDACRE, husband and wife, as joint tenants with right of survivorship and not as tenants in common, all of our right, title and interest in and to the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Beginning at a point that is 549.7 feet North and 562.1 feet West of the Southeast corner of NW 1/4 NW 1/4 of Section 27, Township 8 North, Range 2 West, run thence North 555.9 feet to the center line of a public road, run thence Northwesterly 1269.0 feet along center line of said public road, run thence Southwesterly 977.0 feet along center line of said public road, run thence East 1571.2 feet to point of beginning, containing 23.0 acres, more or less, in the NW 1/4 NW 1/4 of Section 27, and the NE 1/4 NE 1/4 of Section 28, Township 8 North, Range 2 West, Madison County, Mississippi.

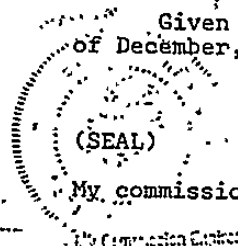
WITNESS our signatures, this the 17th day of December, 1979.

Ollie Mae Glascoe
Ollie Mae Glascoe
Clarence R. Glascoe
Clarence R. Glascoe

STATE OF MISSISSIPPI
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named OLLIE MAE GLASCOE and CLARENCE R. GLASCOE, who acknowledged that they each signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 17th day of December, 1979.



E. C. Munn
Notary Public

My commission expires:
My Commission Expires April 21, 1982

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 19th day of Dec., 1979, at 2:30 o'clock P.M. and was duly recorded on the 19th day of DEC 19 1979, 1979, Book No. 66 on Page 486. in my office.

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

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

W

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, MABLEN STEAVEN HARDACRE (also known as Steve Hardacre) and wife, EUGENIA MARIE HARDACRE, do hereby convey and warrant unto OLLIE MAE GLASCOE and husband, CLARENCE R. GLASCOE, as joint tenants with right of survivorship and not as tenants in common, all of our right, title and interest in and to the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

TRACT 1: Beginning at the Southeast corner of NW 1/4 NW 1/4 of Section 27, Township 8 North, Range 2 West, run thence North 624.1 feet along the East line of said NW 1/4 NW 1/4, Section 27, to the center line of a public road, run thence Northwesterly 753.5 feet along the center line of said public road, run thence South 1105.6 feet to the South line of said NW 1/4 NW 1/4, Section 27, run thence East 562.1 feet along the South line of said NW 1/4 NW 1/4 Section 27 to the point of beginning, containing 11.5 acres, more or less, in the NW 1/4 NW 1/4 Section 27, Township 8 North, Range 2 West, Madison County, Mississippi.

TRACT 2: Beginning at a point that is 562.1 feet west of the Southeast corner of NW 1/4 NW 1/4 Section 27, Township 8 North, Range 2 West, run thence West 762.8 feet along the South line of said NW 1/4 NW 1/4 Section 27, to the Southeast corner of NE 1/4 NE 1/4 Section 28, run thence West 1298.0 feet along the South line of said NE 1/4 NE 1/4 Section 28, to the center line of a public road, run thence Northeasterly 784.2 feet along the center line of said public road, run thence East 1571.2 feet, run thence South 549.7 feet to point of beginning, containing 23.0 acres, more or less, in the NW 1/4 NW 1/4 of Section 27 and the NE 1/4 NE 1/4 of Section 28, Township 8 North, Range 2 West, Madison County, Mississippi.

WITNESS our signatures, this the 17 day of December, 1979.

Mablen Steaven Hardacre
Mablen Steaven Hardacre

Eugenia Marie Hardacre
Eugenia Marie Hardacre

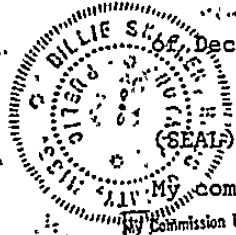
STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named MABLEN STEAVEN HARDACRE (also known as Steve Hardacre) and EUGENIA MARIE HARDACRE, husband and wife, who acknowledged that they each signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 17 day

December, 1979.



Billie S. Skinner
Notary Public

My commission expires:

Commission Expires Aug. 12, 1981

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 19th day of December, 19 79, at 8:35 o'clock A.M., and was duly recorded on the DEC 19 1979 day of 19, Book No. 166 on Page 487 in my office.

Witness my hand and seal of office, this the 19th day of December, 19 79.

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

W For and in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, EARL P. DONALD, SR., and GLADYS E. DONALD, do hereby sell, convey and warrant unto H. VAUGHAN WATKINS, JR., and wife, MARY S. WATKINS, as joint tenants with full rights of survivorship, and not as tenants in common, the following land and property lying and being situated in Hinds County, Mississippi, being more particularly described as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi, containing 0.81 acres, being more particularly described as follows, to-wit:

Commencing at the Northwest corner of the Northeast Quarter of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi, run thence East 319.8 feet; thence South 1,011.6 feet to a point on the northerly boundary line of a 40 foot wide street known as Cheyenne Lane; run thence North 34 degrees 46 minutes West along the Northerly boundary line of said Cheyenne Lane, for a distance of 58 feet to the P. C. (beginning) of a curve, continue thence Northwesterly along the Northerly boundary line of said Cheyenne Lane around a curve to the left whose radius is 403.05 feet for a distance of 140 feet to the point of beginning of the land herein described; continue thence Northwesterly along the Northerly boundary line of said Cheyenne Lane around the aforementioned curve to the left whose radius is 403.05 feet for a distance of 62.95 feet to the P. T. (End) of said curve; run thence North 63 degrees 37 minutes West along the Northerly boundary line of said Cheyenne Lane for a distance of 70.3 feet, run thence North 44 degrees 13 minutes East 274.3 feet, thence South 78 degrees 06 minutes East 36.1 feet, thence South 46 degrees 43 minutes East 97.3 feet; thence South 44 degrees 06 minutes West 260 feet back to the point of beginning. Also known as Lot One hundred sixty-four (164) Natchez Trace Village, Madison County, Mississippi.

Also described as:

Lot 164, of Natchez Trace Village, Madison County, Mississippi, according to the plat which is attached hereto as Exhibit "A" and made a part hereof as though fully copied herein in words and figures and being particularly described by metes and bounds as follows, to-wit:

Commencing at the Northwest corner of the Northeast Quarter (NE 1/4) of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi, run thence East 319.8 feet; thence South 1,011.6 feet to a point on the Northerly boundary line of a 40 foot wide street known as Cheyenne Lane; run thence North 34° 46' West along the Northerly boundary line of said Cheyenne Lane for a distance of 58 feet to the P.C. (Beginning) of a curve; continue thence Northwesterly along the Northerly boundary line of said Cheyenne Lane around a curve to the left whose radius is 403.05 feet for a distance of 140 feet to the point of beginning of the land herein described; continue thence Northwesterly along the Northerly boundary line of said Cheyenne Lane around the aforementioned curve to the left whose radius is 403.05 feet for a distance of 62.95 feet to the P.T. (End) of said curve; run thence North 63° 37' West along the Northerly boundary line of said Cheyenne Lane for a distance of 70.3 feet; run thence North 44° 13' East 274.3 feet; thence South 78° 06' East 36.1 feet; thence South 46° 43' East 97.3 feet; thence South 44° 06' West 260 feet back to the point ofthence South 260 feet back to the point of beginning, said land herein described being located in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi, and containing 0.81 acres.

Taxes for the current year are to be pro rated between the parties hereto as of the date of this instrument, and the Grantee assumes and agrees to pay the ad valorem taxes for the current year and all subsequent years.

There is excepted from the warranty hereof all protective covenants, easements and prior mineral reservations of record.

BOOK 166 PAGE 491

WITNESS the signature of the Grantors this the
18 day of December, 1979.

Earl P. Donald, Sr.
EARL P. DONALD, SR.

Gladys E. Donald
GLADYS E. DONALD

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me the undersigned
authority in and for the jurisdiction aforesaid, the within
named Earl P. Donald, Sr., and Gladys E. Donald, who ack-
nowledged that they signed and delivered the above and
foregoing Warranty Deed on the day and year therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE,
this the 18th day of December, 1979.

Julie Turner
NOTARY PUBLIC

My Commission Expires:

10/18/82

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
for record in my office this 19 day of December, 1979, at 9:00 o'clock a.M., and
was duly recorded on the DEC 19 1979 day of DEC 19 1979, 1979, Book No. 166 on Page 489 in
my office.

Witness my hand and seal of office, this the DEC 19 1979 day of DEC 19 1979, 1979.

BILLY V. COOPER, Clerk

By N. W. W. W., D. C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Mrs. Mary A. Moman, Administratrix of the Estate Howard B. Moman, Deceased, do hereby sell, convey and warrant unto Lucius Fleming the following described land and property situated in Madison County, Mississippi, and more particularly described as follows, to-wit:

A lot or parcel of land fronting 116 feet on the south side of a county public road, lying and being situated in the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 10, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the south margin and the east margin of two county public roads, said roads representing the north and west lines of said Section 10 and run East along the south margin of said road for 715.6 feet to the NE corner and point of beginning of the property herein described; thence South for 372.5 feet to a point on the north line of the Daughtry Estate; thence N 89°13'W along said north line for 116 feet to a point; thence North for 370.9 feet to a point on the south margin of said road; thence East along the south margin of said road for 116 feet to the point of beginning. Containing 1 acre, more or less.

This conveyance is subject to all prior mineral reservations, easements and restrictive covenants of record.

WITNESS MY SIGNATURE, this 14th day of December, 1979.

Mary A. Moman
MRS. MARY A. MOMAN, ADMINISTRATRIX
OF THE ESTATE OF HOWARD B. MOMAN,
DECEASED

STATE OF MISSISSIPPI
COUNTY OF HINDS:....

Personally appeared before me the undersigned authority in and for the State and County aforesaid, the within named Mrs. Mary A. Moman, who acknowledged that she signed and delivered

the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this 14th day of December, 1979.

Mrs. Mary Elizabeth Lee
Notary Public

Commission Expiration:
My Commission Expires Oct. 21, 1980

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 19 day of December, 1979, at 9:00 o'clock am, and was duly recorded on the DEC 19 1979 day of 19, Book No. 166 on Page 492 in my office.

Witness my hand and seal of office, this the DEC 19 1979 day of 19.

BILLY V. COOPER, Clerk



By M. W. [Signature], D. C.

INDEXED

For and in consideration of the sum of \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JAMES EARL HARRIS and EVELYN DIANE HARRIS do hereby sell, convey, transfer, and warrant unto TEDDY WARREN HARTLEY and STEPHANIE SAMSEL HARTLEY the real property, together with improvements thereon, consisting of a dwelling house, and all appurtenances thereto, situated in the City of Ridgeland, County of Madison, State of Mississippi, at 515 Sycamore Circle, more particularly described as follows:

LOT SIXTY-TWO (62), PEAR ORCHARD SUBDIVISION, PART FOUR (4), a Subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at Page 53, reference to which is hereby made in aid of and as a part of this description.

WITNESS our signatures this the 18th day of December, 1979.


JAMES EARL HARRIS

EVELYN DIANE HARRIS

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JAMES EARL HARRIS and EVELYN DIANE HARRIS, who acknowledged that they signed, executed, and delivered the above and foregoing instrument on the day and date therein named as their act and deed.

WITNESS my hand and official seal this the 18th day of December, 1979.


NOTARY PUBLIC

My Commission Expires:
MY COMMISSION EXPIRES AUG. 2, 1983

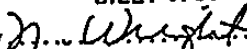


STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 19th day of December 1979, at 9:00 o'clock P.M. and was duly recorded on the 19th day of DEC 19 1979, 19....., Book No. 166 on Page 494. In my office.

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

BILLY V. COOPER, Clerk

By ....., D. C.

STATE OF MISSISSIPPI

WARRANTY DEED

COUNTY OF FORREST

INDEXED

7269

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, and the assumption and agreement to pay that certain Deed of Trust from Jack D. Oyler, Jr. and wife, Dannette Oyler, to G. L. Oates, trustee for Wortman and Mann, Inc., dated September 24, 1971, and of record in the Land Deed of Trust Records of the Chancery Clerk of Madison County, Mississippi, I, Mrs. John K. Gallaspy, do hereby sell, convey, and warrant unto Mrs. Darrell Dannette Oyler Tillman the following described land and property located in Madison County, Mississippi and more particularly described as follows, to-wit:

Lot Twenty (20), Pear Orchard Subdivision, Part One (1), a subdivision in the Town of Ridgeland, Madison County, Mississippi, according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, recorded in Plat Book 5 at Page 29 thereof, reference to which is hereby made.

WITNESS MY SIGNATURE on this the 4/25/79 day of April, A. D., 1979.

Mrs. John K. Gallaspy
Mrs. John K. Gallaspy

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named Mrs. John K. Gallaspy who acknowledged that she signed, executed and delivered the foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and seal of office on this the 25th day of April, A. D., 1979.

Jimmie Oliver
Notary Public

My Commission Expires:

My Commission Expires Feb. 23, 1982

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of June, 1979, at 9:00 o'clock a. M., and was duly recorded on the 28 day of JUN 28 1979, Book No. 163 on Page 293 in my office.

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

B. Smith-Vann
BILLY V. COOPER, Clerk

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 19 day of December, 1979, at 5:00 o'clock a. M., and was duly recorded on the 19 day of DEC 19 1979, Book No. 166 on Page 495 in my office.

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

N. W. W. W. W.
BILLY V. COOPER, Clerk

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, Dr. Irvin H. Cronin, Grantor, do hereby sell, convey and quitclaim unto Zach Taylor, Jr. and Kirk G. Taylor all right, title and interest owned by me in the following described property, to-wit:

A certain lot or parcel of land lying in part of lots 2, 3, and 5, Block 26, Highland Colony, a subdivision in Madison County, Mississippi and being more particularly described as follows, to-wit:

Start at the NE corner of Lot 2, Block 26, Highland Colony; run thence Westerly along the North line of lots 2 and 3 a distance of 590.7 feet to the Eastern right of way of U. S. Highway 51; run thence Southwesterly along the said Eastern right of way of U. S. Highway 51 a distance of 250 feet to the point of beginning of the herein described property; turning thence to the left through an angle of 110 degrees 40 minutes, run Easterly 150 feet; turning thence to the right through an angle of 110 degrees 40 minutes, run Southerly a distance of 200 feet; turning thence to the right through an angle of 69 degrees 20 minutes, run Westerly a distance of 150 feet to the Eastern right of way of U. S. Highway 51; run thence Northeasterly along the Eastern right of way of U. S. Highway 51 a distance of 200 feet to the point of beginning, said property being situated in the Town of Ridgeland, County of Madison, State of Mississippi.

WITNESS my signature on this the 17th day of December, 1979.

Dr. Irvin H. Cronin
DR. IRVIN H. CRONIN

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority, and for the County and State aforesaid, the within named Dr. Irvin H. Cronin, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 17th day of December, 1979.

Marsha Judge
NOTARY PUBLIC (Marsha J. Hutchins)

My Commission Expires: September 30 1980

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 19 day of December 1979 at 9:00 o'clock A. M. and was duly recorded on the 19 day of DEC 19 1979, Book No. 66 on Page 496 in my office.

Witness my hand and seal of office, this the 19 day of DEC 19 1979, 19

BILLY V. COOPER, Clerk

By H. W. Wright, D. C.

WARRANTY DEED BOOK 166 PAGE 497 - 7274

W
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned MITCHELL HOMES, an Alabama General Partnership composed of Nuco Southeast Corporation, a Delaware Corporation, and The Mitchell Company, an Alabama Partnership composed of Armay Development Corporation, a Delaware Corporation, Marbit Incorporated, a Delaware Corporation, and Luco Development Incorporated, a Delaware Corporation, acting by and through its General Partner, The Mitchell Company, which Company is acting by and through its General Partner, Armay Development Corporation, does hereby sell, convey and warrant unto DONALD WHITLEY, BUILDER, INC., the following described land and property situated in Madison County, State of Mississippi, to-wit:

Lot 18, COUNTRY CLUB WOODS SUBDIVISION, PART III, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 6 at Page 9, reference to which is hereby made in aid of and as a part of this description.

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

THIS CONVEYANCE is subject to prior reservations by predecessors in title of all oil, gas and other minerals in, on or under the above described property of record, if any.

THIS CONVEYANCE is subject to those certain restrictive covenants recorded in the office of the Chancery Clerk of Madison County, State of Mississippi, in Book 411 at Page 922.

THIS CONVEYANCE is subject to a seven and one-half (7.5) foot easement along and adjacent to the East side of subject property and a fifteen (15) foot utility easement along and adjacent to the North side of subject property as shown on recorded plat.

WITNESS the respective hand and signature of the undersigned Grantor hereto affixed on this the 17th day of December, 1979.

MITCHELL HOMES, an Alabama General Partnership

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

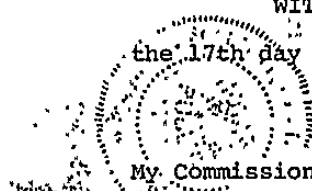
By: Armay Development Corporation a Delaware Corporation and General Partner in The Mitchell Company

By: Fred Griffin
Fred Griffin, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the 17th day of December, 1979.

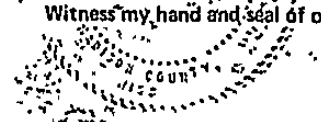

My Commission Expires: 2-19-80

Joan M. Sullivan
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 19 day of December, 19 79, at 9:00 o'clock AM, and was duly recorded on the 19 day of DEC 19, 19 79, Book No. 116 on Page 997 in my office.

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



BILLY V. COOPER, Clerk

By: N. Wright, D.C.