

STATE OF MISSISSIPPI

COUNTY OF MADISON

BOOK 166 PAGE 499

7277

INDEXED

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due the certain indebtedness due and owing by the Grantors herein unto Unifirst Federal Savings & Loan, which indebtedness is secured by a deed of Trust dated March 6, 1979, and recorded in Book 453 at Page 779 of the records of the Chancery Clerk of Madison County, Mississippi, we, LARRY M. OLIVER and A. KAY OLIVER, do hereby sell, convey, and warrant unto EDWARD R. PSENICKA and wife, YVONNE A. PSENICKA, 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 108, SANDALWOOD SUBDIVISION, Part 3, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book 6 at Page 3, reference to which map or plat is hereby made in ad of and as a part of this description.

Grantors do transfer and assign any interest in all accrued escrow accounts, and in any insurance policies to Grantees for the purpose of prorating taxes and insurance. It is assumed that the

funds in the escrow account are sufficient at the present time but when said escrow is analyzed should a shortage be found to exist then the Grantors agree to pay to the Grantees or their assigns any deficit that might exist as of the date of this transfer.

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

WITNESS MY SIGNATURE this the 17th day of December, 19 79.

Larry M. Oliver  
LARRY M. OLIVER  
A. Kay Oliver  
A. KAY OLIVER

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS day personally appeared before me the undersigned Notary Public in and for said county, the within named Larry M. Oliver and A. Kay Oliver, who acknowledged that they signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office this the 17th day of December, 19 79.

Drew L. Whitworth  
NOTARY PUBLIC  
HINDS COUNTY, MISSISSIPPI

My Commission Expires:  
My Commission Expires Nov. 9, 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 17 day of December, 19 79, at 9:10 o'clock A. M., and was duly recorded on the 17 day of DEC 19 1979, 19 79, Book No. 166 on Page 499 in my office.

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

BILLY V. COOPER, Clerk

By h. Wright, D. C.

W  
BOOK 166 PAGE 301

WARRANTY DEED

7281

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, TREASURE COVE DEVELOPMENT CO. LTD., a Mississippi Limited Partnership, does hereby sell, convey and warrant unto STEPHEN GLENN BRYANT and wife, DEBORAH SMITH BRYANT, as joint tenants with the full right of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Lot Twelve (12), Treasure Cove, Part 3, a subdivision, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Slide B-33, reference to which is hereby made in aid of and as a part of this description.

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

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

WITNESS the signature of Treasure Cove Development Co., Ltd., this the 1st day of October, 19 79.

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

BY

Brenda L. Johnston  
BRENDA L. JOHNSTON

BY

George H. Gregory, Jr.  
GEORGE H. GREGORY, JR.

GENERAL PARTNERS

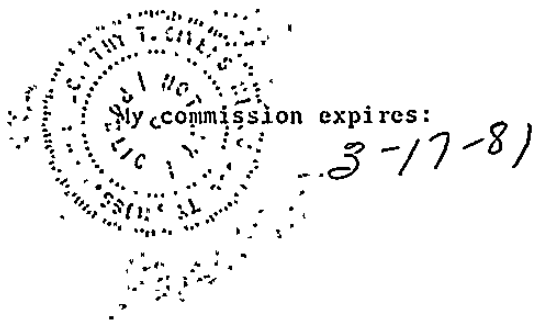
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned

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

Given under my hand and seal of office, this 1st  
day of October, 19 79.

Dorothy J. Green  
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 12:30 o'clock P. M., and  
was duly recorded on the DEC 20 1979 day of 1979, Book No. 166 on Page 501 in  
my office.

Witness my hand and seal of office, this the 20 day of December, 19 79.

BILLY V. COOPER, Clerk

By B. W. Wright, D. C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, LUCILLE H. HART, Grantor, do hereby convey and forever warrant unto J. H. STRIBLING and L. R. CHAMBLEE, Grantees, the following described real property lying and being situated in the City of Ridgeland, Madison County, Mississippi, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO  
AND MARKED AS EXHIBIT "A"

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

1. City of Ridgeland, County of Madison and State of Mississippi ad valorem taxes for the year 1979, which shall be prorated as follows, to-wit: Grantor:  $11\frac{1}{2}$  Mo Grantees:  $\frac{1}{2}$  Mo.
2. City of Ridgeland, Mississippi, Zoning Ordinance, as amended.
3. The reservation and/or conveyance by prior owners of undivided interest in and to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights of way and easements for dedicated but unopened streets and alleys and utilities as shown on plat of survey of Robert B. Barnes dated November 10, 1979, as revised November 11, 1979.
5. The restriction in that certain Warranty Deed dated September 14, 1975, recorded in Deed Book 30 at page 614 in the office of the Chancery Clerk of Madison County, Mississippi, which states:  
  
It is agreed by the parties to this conveyance that in the event of drilling being made upon said land for oil, and gas that the well is to be dug in the center of each quarter section unless otherwise agreed upon between the grantor and grantee herein, or their assigns.
6. A right-of-way from Madie A. Turner to Mississippi Power & Light Company dated November 8, 1958, recorded in book 59 at page 453 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
7. A right-of-way and Easement from Lucille Hart to South Central Bell Telephone Company dated September 29, 1977 and recorded in Book 153 at page 870 in the office of the aforesaid Clerk.
8. A Deed of Trust from Lucille Hart to S. R. Cain, Jr., as Trustee, to secure Canton Exchange Bank in the original principal amount of \$59,000.00 dated December 4, 1972 and recorded in Book 392 at page 138 in the office of the aforesaid Clerk.

9. A Deed of Trust from Lucille H. Hart to Robert W. King, as Trustee, to secure The Baptist Children's Village in the original principal amount of \$81,000.00 dated December 22, 1977, and recorded in Book 437 at page 880 in the office of the aforesaid Clerk.

10. A Deed of Trust from Lucille H. Hart to S. R. Cain, Jr., as trustee, to secure Canton Exchange Bank in the original principal amount of \$34,000.00 dated December 19, 1977 and recorded in Book 437 at page 885 in the records in the office of the aforesaid Clerk.

11. A Deed of Trust from Lucille H. Hart to Wayne L. Nix, as Trustee, to secure First National Bank of Jackson in the original principal amount of \$100,000.00 dated December 14, 1977, and recorded in Book 437 at page 892 in the records in the office of the aforesaid Clerk.

12. A Deed of Trust from Lucille Hart to Douglas Raspberry, as Trustee, to secure the Canton Exchange Bank, Canton, Mississppi, in the original principal amount of \$45,000.00 dated March 24, 1978, and recorded in Book 440 at page 840 in the records in the office of the aforesaid Clerk.

13. Power and telephone lines, fence encroachments, drainage ditches and other exceptions shown on plat of survey and Surveyors Inspection Report of Robert B. Barnes dated November 21, 1979.

WITNESS MY SIGNATURE on this the 18th day of December, 1979.

*Lucille H. Hart*  
Lucille H. Hart

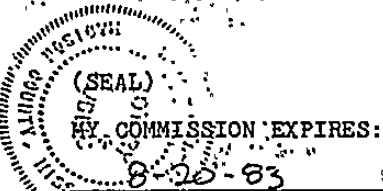
STATE OF MISSISSIPPI

COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 18<sup>th</sup> day of December, 1979.

*W. S. Sawley*  
Notary Public



PARCEL 1

Being situated in the South 1/2 of Section 25, Township 7 North, Range 1 East and in the South 1/2 of Section 30, Township 7 North, Range 2 East, all in Madison County, Mississippi and being more particularly described by metes and bounds as follows:

Commence at an old concrete marker which marks the intersection of the Westerly ROW line of the Illinois Central Railroad and the Northerly ROW line of School Street and run thence South 25 degrees 23 minutes 28 seconds West, 2946.31 feet along the said Westerly ROW line of the Illinois Central Railroad to an Iron Pin; run thence North 25 degrees 23 minutes 28 seconds East, 2946.31 feet along the said Westerly ROW line of the Illinois Central Railroad to the said old concrete marker; run thence South 25 degrees 23 minutes 28 seconds West, 44.275 feet along the said Westerly ROW line of the Illinois Central Railroad to an Iron Pin which marks the POINT OF BEGINNING for the parcel herein described; thence North 89 degrees 59 minutes 26 seconds West, 321.0 feet along the Southerly ROW line of School Street to an Iron Pin; thence South 0 degrees 00 minutes 34 seconds West, 139.17 feet to an Iron Pin; thence North 89 degrees 59 minutes 26 seconds West, 313.0 feet to an Iron Pin; thence North 0 degrees 00 minutes 34 seconds East, 139.17 feet to an Iron Pin; thence North 89 degrees 59 minutes 26 seconds West, 545.43 feet along the said Southerly ROW line of School Street to an Iron Pin; thence North 0 degrees 07 minutes 05 seconds East, 20.0 feet along the Westerly ROW line of Sunnybrook Street to an Iron Pin; thence North 87 degrees 23 minutes 02 seconds West, 1005.46 feet along the mid-line of the said Section 25 to an Iron Pin; thence meander Southwesterly along the easterly ROW line of Interstate Highway No. 55 as follows:

South 18 degrees 58 minutes 06 seconds West, 611.755 feet  
South 20 degrees 43 minutes 44 seconds West, 490.175 feet  
South 18 degrees 11 minutes 22 seconds West, 479.08 feet  
South 6 degrees 24 minutes 27 seconds West, 285.72 feet

to an Iron Pin; thence South 87 degrees 20 minutes 40 seconds East, 235.17 feet along the South line of Lot 15, Block "B" of Brame's Addition, 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 3 at page 16 to an Iron Pin which marks the Southeast corner of the said Lot 15; thence North 0 degrees 07 minutes 22 seconds East, 345.05 feet along the Westerly ROW line of Midway Avenue to an Iron Pin; thence South 87 degrees 20 minutes 40 seconds East, 699.895 feet along the North ROW line of an unopened street to an Iron Pin; thence South 0 degrees 04 minutes 20 seconds West, 347.49 feet along the Easterly ROW line of Lenard Avenue to an Iron Pin; thence South 87 degrees 20 minutes 40 seconds East, 200.0 feet to an Iron Pin; thence South 0 degrees 04 minutes 20 seconds West, 840.0 feet along the Easterly line and the extension thereof of Brame's Addition-Part 2, 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 3 at page 51 to the Southeast corner of the said Brame's Addition-Part 2; thence South 87 degrees 20 minutes 40 seconds East, 360.505 feet along the South line of the said Section 25 to an Iron Pin; thence North 25 degrees 23 minutes 28 seconds East, 2902.035 feet along the said Westerly ROW line of the Illinois Central Railroad to the POINT OF BEGINNING, containing 86.3265 net acres more or less after deducting dedicated rights of ways.

LESS AND EXCEPT:

A 50' x 50' parcel of land out of the Lucille Hart property located in the NE 1/4, SE 1/4, Section 25, Township 7 North, Range 1 East, Madison County, Mississippi, more particularly described as follows:

Commencing at the Southeast corner of Lot 27 of Brame's Addition Subdivision, Part 3, as recorded in the office of the Chancery Clerk, Madison County, Mississippi, run thence south along the east right-of-way line of Lenard Street a distance of 55.05' to an iron pin at the northwest corner of and the point of beginning of the herein described parcel of land; run thence southeasterly through an angle of 87 degrees 25 minutes to the left a distance of 50.0' to an iron pin and the northeast corner of the herein described parcel of land; run thence south through an angle of 87 degrees 25 minutes to the right a distance of 50.0' to an iron pin and the southeast corner of the herein described parcel; run thence northwesterly through an angle of 92 degrees 35 minutes to the right a distance of 50.0' to an iron pin on the said east right-of-way line of Lenard Street and the southwest corner of the herein described parcel; run thence north through an angle of 87 degrees 25 minutes to the right a distance of 50.0' along the said east right-of-way line of Lenard Street to the point of beginning of the herein described parcel, containing 2,500 square feet or 0.05739 acres.

DATED: December 16<sup>th</sup>, 1979

SIGNED FOR IDENTIFICATION:

EXHIBIT "A"

PARCEL 3

Being situated in Block "C" of Brame's Addition, 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 3 at page 16 and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of Lot 10 of the said Block "C" of Brame's Addition and run thence North 87 degrees 20 minutes 40 seconds West, 200.0 feet along the South line of the said Lot 10 to a point; continue thence North 87 degrees 20 minutes 40 seconds West, 100.24 feet along the said South line of Lot 10 to the Southwest corner of the said Lot 10 and the POINT OF BEGINNING for the parcel herein described; thence South 87 degrees 20 minutes 40 seconds East, 100.24 feet along the South line of the said Lot 10 to an Iron Pin; thence North 0 degrees 04 minutes 20 seconds East, 225.0 feet along a line which is parallel to the ROW of Lenard Avenue to an Iron Pin; thence South 87 degrees 20 minutes 40 seconds East, 50.0 feet along a line which is parallel to the said South line of Lot 10 to an Iron Pin; thence North 0 degrees 04 minutes 20 seconds East, 700.0 feet along a line which is parallel to the said ROW of Lenard Avenue to an Iron Pin; thence South 87 degrees 20 minutes 40 seconds East, 150.0 feet along a line which is parallel to the said South line of Lot 10 to an Iron Pin; thence North 0 degrees 04 minutes 20 seconds East, 67.80 feet along the Westerly ROW line of the said Lenard Avenue to the Northeast corner of Lot 16 of the said Block "C"; thence North 87 degrees 20 minutes 40 seconds West, 599.605 feet along the Southerly ROW line of an unopened street to the Northwest corner of Lot 8 of the said Block "C"; thence South 0 degrees 07 minutes 22 seconds West, 147.60 feet along the Easterly ROW line of Midway Avenue to an Iron Pin; thence South 87 degrees 20 minutes 40 seconds East, 150.0 feet along a line which is parallel to the said South line of Lot 10 to an Iron Pin; thence South 0 degrees 07 minutes 22 seconds West, 700.0 feet along a line which is parallel to the said Midway Avenue to an Iron Pin; thence South 87 degrees 20 minutes 40 seconds East, 150.18 feet along the North line of Lot 2 of the said Block "C" to the Northeast corner of the said Lot 2; thence South 0 degrees 05 minutes 51 seconds West, 145.165 feet along the East line of the said Lot 2 to the POINT OF BEGINNING, containing 6.8144 acres more or less.

PARCEL 4

Being situated in Lots 11 and 12 of Block "B", Brame's Addition, 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 3 at page 16, and being more particularly described by metes and bounds as follows:

Commence at the SE corner of the said Lot 11, Block "B", Brame's Addition, said SE corner being the POINT OF BEGINNING for the parcel herein described; thence North 87 degrees 20 minutes 40 seconds West, 296.825 feet along the South line of the said Lot 11 to an Iron Pin; thence North 6 degrees 24 minutes 27 seconds East, 281.33 feet along the Easterly ROW line of Interstate Highway No. 55 to an Iron Pin; thence South 87 degrees 20 minutes 40 seconds East, 266.0 feet along the North line of the said Lot 12 to the NE corner of the said Lot 12; thence South 0 degrees 07 minutes 22 seconds West, 281.0 feet along the Westerly ROW line of Midway Avenue to the POINT OF BEGINNING, containing 1.8136 acres more or less.

PARCEL 5

Being situated in Block 20, Highland Colony, 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 1 at Page 6, and being more particularly described by metes and bounds as follows:

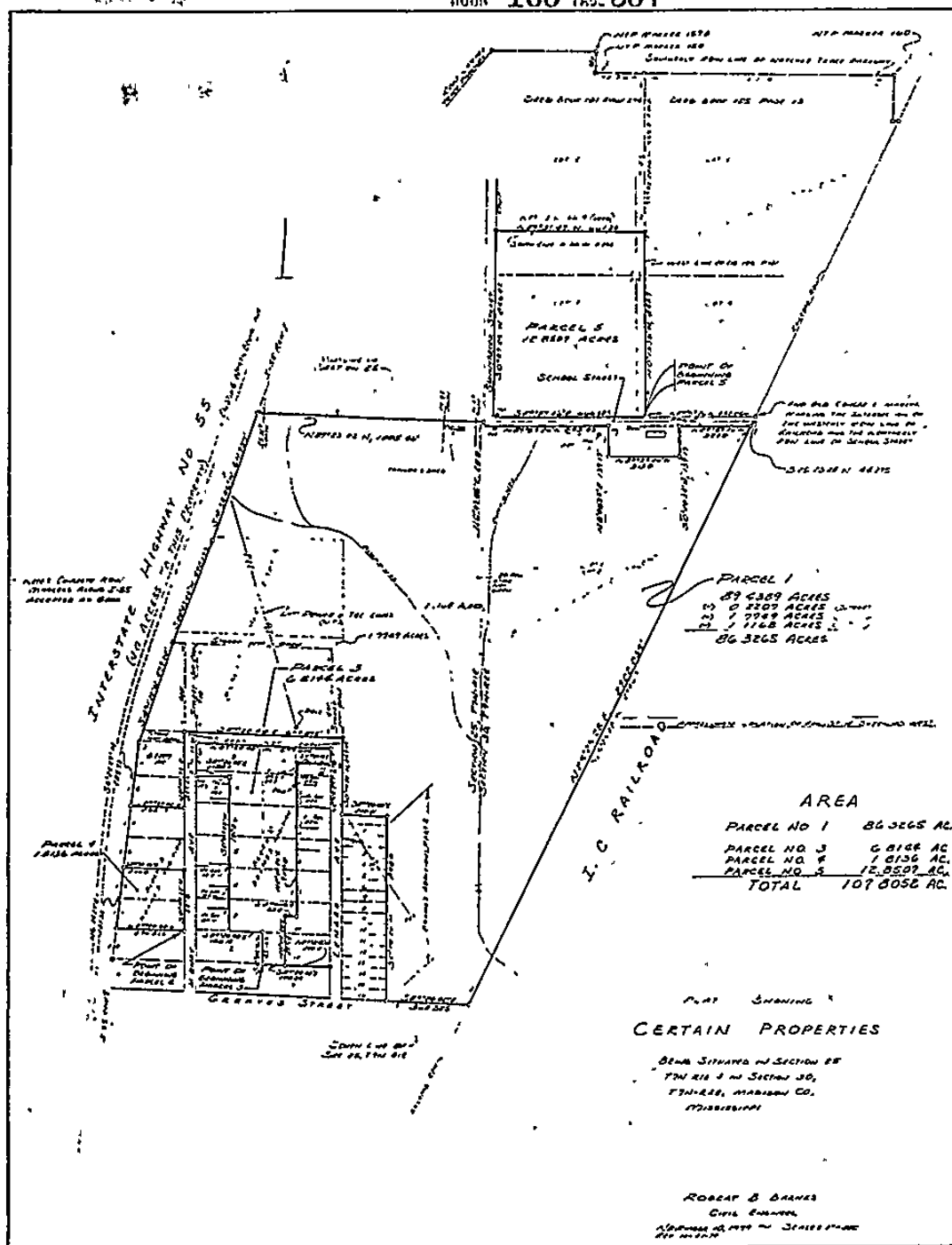
Commence at an old concrete marker which marks the intersection of the Westerly ROW line of the Illinois Central Railroad and the Northerly ROW line of School Street and run thence South 25 degrees 23 minutes 28 seconds West, 2946.31 feet along the said Westerly ROW line of the Illinois Central Railroad to a point; run thence North 25 degrees 23 minutes 28 seconds East, 2946.31 feet along the said Railroad ROW to the said concrete marker; thence North 89 degrees 59 minutes 26 seconds West, 492.05 feet along the said Northerly ROW line of School Street to an Iron Pin which marks the POINT OF BEGINNING for the parcel herein described; thence North 0 degrees 13 minutes 36 seconds West, 840.71 feet along the West line of that certain parcel described in Deed Book 105 at page 131 to an Iron Pin; thence North 89 degrees 31 minutes 47 seconds West, 661.24 feet along the South line of that certain parcel described in Deed Book 101 at page 294 to an Iron Pin; thence South 0 degrees 07 minutes 05 seconds West, 846.02 feet along the Easterly ROW line of Sunnybrook Street to an Iron Pin; thence South 89 degrees 59 minutes 26 seconds East, 666.285 feet along the said Northerly ROW line of School Street to the POINT OF BEGINNING, containing 12.8507 acres more or less.

DATED: December 18<sup>th</sup>, 1979

SIGNED FOR IDENTIFICATION:

 EXHIBIT "A", PAGE 2





12/18/75

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 1:20 o'clock P.M., and was duly recorded on the day of DEC 20 1979, 1979, Book No. 166 on Page 507 in my office.

Witness my hand and seal of office, this the DEC 20 1979, 1979.

BILLY V. COOPER, Clerk

By: J. Wright, D. C.

7288

DEED

BOOK 166 PAGE 508

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency, all of which is hereby acknowledged, and the assumption of that certain Deed of Trust to John Hancock Mutual Life Insurance Company in the amount of \$575,000.00, PACOFA, a partnership consisting of James R. Marlett and Judith Elaine Phelps Marlett and W. B. Patterson Enterprises, Ltd., does hereby sell, convey and warrant unto B & J Co., Inc., the following described property situated in Madison County, Mississippi, to-wit:

TRACT I

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

TRACT II

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

TRACT III

W 1/2 SW 1/4 of Section 26, Township 11 North, Range 3 East, less and except 18 acres on the East side thereof; and SW 1/4 NW 1/4 of Section 26, Township 11 North, Range 3 East; SE 1/4 of Section 27, Township 11 North, Range 3 East, less and except a tract of land described as beginning at the SW corner of SE 1/4 of Section 27, run thence

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

TRACT IV

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

TRACT V

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

TRACT VI

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

TRACT VII

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

TRACT VIII

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

TRACT IX

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

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

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

WITNESS OUR SIGNATURES this 19<sup>th</sup> day of December, 1979.

PACDFA  
 BY: James R. Marlett  
 JAMES R. MARLETT

BY: Judith Elaine Phelps Marlett  
 JUDITH ELAINE PHELPS MARLETT

BY: W. B. Patterson  
 W. B. PATTERSON ENTERPRISES, LTD.

STATE OF MISSISSIPPI

COUNTY OF

Personally came and appeared before me, the undersigned authority, in and for said jurisdiction, the within named, James R. Marlett, Judith Elaine Phelps Marlett and W. B. Patterson of W. B. Patterson Enterprises, Ltd. who acknowledged to me that they signed the above and foregoing Deed on the day and year first above mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 19<sup>th</sup> day of December, 1979.

Edna Jordan  
 NOTARY PUBLIC

My Commission Expires:

My Commission Expires April 4, 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 19 day of December, 1979, at 1:30 o'clock P.M. and was duly recorded on the DEC 20 day of 1979, 1979, Book No. 166 on Page 508 in my office.

Witness my hand and seal of office, this the DEC 20 of 1979, 1979.

BILLY V. COOPER, Clerk

By D. W. Wright, D. C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

7290

BOOK 166 511

WARRANTY DEED INDEXED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, P. D. VARNER and wife, WILLIE VARNER, do hereby sell, convey and warrant unto P. D. VARNER and WILLIE VARNER, for the remainder of their natural life as joint tenants with right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi and more particularly described as follows:

TRACT I. A parcel of land containing 4.9 acres, more or less, lying and being situated in the W 1/2 of Section 27, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the east margin of Glenfield Road with the north fence line of the P. D. Varner tract, said fence line also representing the north line of the SW 1/4 of said Section 27, and run S 11° 35' E along the east margin of a private road for 125.2 feet to a point; (the next five calls are along the east and north margin of said private road) S 00° 40' E for 248 feet; S 44° 01' E for 123.4 feet; S 86° 29' E for 163 feet; S 67° 35' E for 125.3 feet; S 43° 06' E for 282.2 feet to a point in the center of a creek and the point of beginning of the property herein described; thence N 63° 57' E along the center of said creek for 792.4 feet to a point on a fence line; thence South along said fence for 465.1 feet to a fence corner; thence N 88° 21' W along the existing fence for 314.5 feet to a point; thence S 06° 18' W for 67.3 feet to a point; thence S 88° 14' W for 185.3 feet to a point on the north margin of said private road; thence N 49° 43' W along the north margin of said road for 227.3 feet to a point; thence N 43° 06' W along the north margin of said road for 46 feet to the point of beginning.

TRACT II. A parcel of land containing 10.1 acres, more or less, lying and being situated in the W 1/2 of Section 27, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the east margin of Glenfield Road with the North fence line of the P. D. Varner tract, said fence line also representing the north line of the SW 1/4 of said Section 27, and run S 11° 35' E along the east margin of a private road for 125.2 feet to a point; (the next five calls are along the east and north margin of said private road) S 00° 40' E for 248 feet; S 44° 01' E for 123.4 feet; S 86° 29' E for 163 feet; S 67° 35' E for 125.3 feet; S 43° 06' E for 236.2 feet to a point; thence S 37° 51' W for 40 feet to a point; thence S 47° 54' E for 27.7 feet to a point at the intersection of the south margin of said private road with the center line of a creek, said point being the point of beginning of the property herein described; thence S 47° 54' E along the south margin of said road for 237 feet to a point; thence S 10° 50' W for 128.6 feet to a point; thence South for 495.6 feet to a point; thence West for 697.3 feet to a point on a fence line; thence N 00° 22' E for 490.8 feet to a point on the center of said creek; thence N 70° 41' E along the center of said creek for 297.7 feet to a point; thence N 53° 48' E along the center of said creek for 324.2 feet to the point of beginning.

the said P. D. Varner and Willie Varner to have and to hold all and singular the above described premises, together with the appurtenances and every part thereof, for and during the natural life of the said P. D. Varner and Willie Varner, and upon their death, I sell, convey and warrant the aforesaid real property unto BETTY STEWART JONES, her heirs and assigns forever.

EXECUTED this the 14 day of December ~~November~~, 1979.

P. D. Varner  
P. D. VARNER

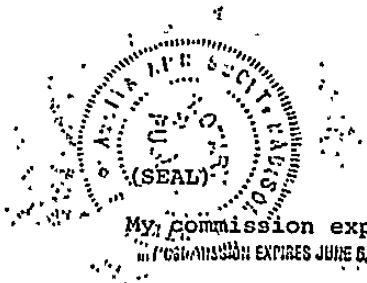
Willie Varner  
WILLIE VARNER

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 166 PAGE 513

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

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



Aquita Ann Scott  
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, 1979, at 1:50 o'clock P. M., and was duly recorded on the DEC 20 1979 day of 19, Book No. 166 on Page 511 in my office.

Witness my hand and seal of office, this the DEC 20 1979 of 19.

BILLY V. COOPER, Clerk

By N. W. Wright, D. C.

WARRANTY DEED

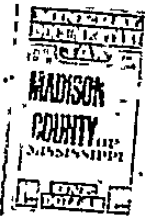
~~INDEXED~~

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, including the assumption and agreement to pay, by the Grantee herein, of that certain indebtedness owed to R. C. Stevens, in the principal sum of \$12,800.00, together with all accrued interest thereon, said indebtedness being secured by that certain Deed of Trust dated and filed for record on December 11, 1977 and recorded in Deed of Trust Book 436 at page 405 in the office of the Chancery Clerk of Madison County, Mississippi, the receipt and sufficiency all of which is hereby acknowledged, we, CHARLIE WILLIAMS, JR. and wife, LINDA WILLIAMS, do hereby convey and warrant unto JERRY SUMRALL the following described property lying and being situated in Madison County, Mississippi, to-wit:

Northwest Quarter of Southeast Quarter, Section 13, Township 10 North, Range 2 East, Madison County, Mississippi. This is subject to a prior reservation of one-half (1/2) of all minerals.

LESS AND EXCEPT one-half (1/2) of all oil, gas and other minerals lying in, on and under the above described property.

WITNESS OUR SIGNATURES, this the 11<sup>th</sup> day of December, 1979.



*Charlie Williams, Jr.*  
CHARLIE WILLIAMS, JR.

*Linda Williams*  
LINDA WILLIAMS

STATE OF MISSISSIPPI  
COUNTY OF ~~MADISON~~ *Hinds*

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction above mentioned, CHARLIE WILLIAMS, JR., who acknowledged to me that he did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal, this the 11<sup>th</sup> day of December, 1979.

My Commission Expires:

12/31/1982

*Verotij C. Fortenberry*  
Notary Public





STATE OF MISSISSIPPI  
COUNTY OF ~~MADISON~~ *Hinds*

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

GIVEN UNDER MY HAND and official seal, this the 11<sup>th</sup> day of December, 1979.

*Norothy C. Lott*  
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES OCTOBER 10, 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 19<sup>th</sup> day of December, 19 79, at 1:50 o'clock P. M., and was duly recorded on the ..... day of .... DEC 20 1979, 19 ....., Book No. 166 on Page 514 in my office.

Witness my hand and seal of office, this the ..... of .... DEC 20 1979, 19 .....

BILLY V. COOPER, Clerk

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

In consideration of the love and affection which the grantors have for the grantees herein, and for other good and valuable considerations not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, we, SOLOMON GREEN and GENEVA GREEN, husband and wife, do hereby convey and quitclaim unto KENNETH GREEN and LINDA FAYE GREEN, as joint tenants with rights of survivorship and not as tenants in common, that real estate situated in Madison County, Mississippi, described as:

A certain parcel of land situated in the SE 1/4 of Section 29, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds, to-wit:

Commencing at the Northwest corner of the SE 1/4 of the SE 1/4 of Section 29, Township 8 North, Range 1 East, Madison County, Mississippi, said point also being on a fence line; run thence South along said fence line for a distance of 990.0 feet to the POINT OF BEGINNING; thence continue South along said fence line for a distance of 495.0 feet; thence leaving said fence line run West for a distance of 1320.0 feet; thence run North for a distance of 495.0 feet; thence run East for a distance of 1320.0 feet to the point of beginning, containing 15.0 acres, more or less.

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

Solomon Green  
Solomon Green

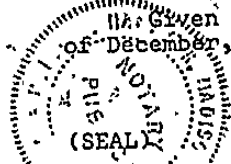
Geneva Green  
Geneva Green

STATE OF MISSISSIPPI

COUNTY OF Madison

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

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



Helen F. Hammarick  
Notary Public

My commission expires:

My Commission Expires Dec. 18, 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 1:55 o'clock P. M., and was duly recorded on the DEC 20 1979 day of DEC 20 1979, 1979, Book No. 166 on Page 516 in my office.

Witness my hand and seal of office, this the DEC 20 1979 day of DEC 20 1979, 1979.

BILLY V. COOPER, Clerk

By N. Wright, D. C.

April 20, 1981  
Correct Deed  
Book 175 Page 272  
Billy V. Cooper, CC  
By: BSV, D.C.

## WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION OF the sum of ten dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency all of which are hereby acknowledged, I, the undersigned CLEVELAND FRANCIS, do hereby sell, convey and warranty unto my mother, RETHA FRANCIS, and unto my sister, MARY SANDERS, as joint tenants with the rights of survivorship, and not as co-tenants, the following described real estate lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land sixty (60) feet North and South and one hundred (100) feet East and West in the SE 1/4 NE 1/4, Section 24, Township 10 North, Range 2 East, and more particularly described as beginning at the Northeast corner of parcel of land acquired by Louvenia Jackson, et al on July 3, 1967 from Washington Green, Jr. and recorded in land book 108, page 163, Chancery Clerk's office of Madison County, Mississippi, and from said point of beginning run West 100 feet to a stake, thence run South 60 feet to a stake, thence run East 100 feet to a stake and thence run North 60 feet to the point of beginning and being in the SE 1/4 of NE 1/4, Section 24, Township 10 North, Range 2 East, Madison County, Mississippi. Said property being conveyed to the grantor herein by warranty deed being recorded on record in the office of the Chancery Clerk of Madison County, Canton, Mississippi, in Book 108, page 164.

WITNESS this my signature on this, the 20 day of

December, 1979.

Cleveland Francis  
CLEVELAND FRANCIS

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me the undersigned authority in and for said county and state, the within named CLEVELAND FRANCIS, who acknowledged that he signed and delivered the fore-

going instrument on the day and year therein mentioned as his act and deed.

GIVEN under my hand and official seal, this the 20 day of December, 1979.

Billy V. Cooper  
CHANCERY CLERK

BY: Edmundo Vamiz D.C.

My commission expires:

1-7-80



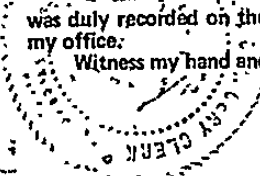
STATE OF MISSISSIPPI, County of Madison:

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 20 day of December, 1979, at 8:45 clock A.M., and was duly recorded on the DEC 21 1979 day of DEC 21 1979, 19....., Book No 166 on Page 517 in my office.

Witness my hand and seal of office, this the ..... of DEC 21 1979, 19.....

BILLY V. COOPER, Clerk

By H. Wright D.C.



W

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, BESSIE LEE YOUNG, do hereby convey and warrant unto DON H. EVANS, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Commencing at a point in the centerline of the Vernon to Livingston paved public road where the East line of the SE $\frac{1}{4}$  of Section 30, Township 9 North, Range 1 West, Madison County, Mississippi intersects said centerline, thence run westerly along said centerline for 345 feet, thence run North 0 degrees 18 minutes east along the west line of a 1.0 acre cemetery lot for 223 feet to the POINT OF BEGINNING of the following described property;

Thence run north 0 degrees 18 minutes east along the east line of a 4 acre tract belonging to Henry Gross for 210.00 feet, thence run north 83 degrees 17 minutes East for 210.00 feet, thence run south 83 degrees 17 minutes west along the North line of the cemetery lot for 210.00 feet to the POINT OF BEGINNING:

The above described property is located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 30, Township 9 North, Range 1 West, Madison County, Mississippi and contains 1.00 acres, more or less.

Grantee agrees to assume the 1979 taxes.

WITNESS MY SIGNATURE, this the 18<sup>th</sup> day of December, 1979.

*Bessie Lee Young*  
BESSIE LEE YOUNG

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said county and state aforesaid, BESSIE LEE YOUNG, who acknowledged to me that she signed and delivered the foregoing instrument of writing on the day and year therein mentioned as her act and deed.

WITNESS MY SIGNATURE, this the 18<sup>th</sup> day of December, 1979.

My Commission Expires:

My Commission Expires Jan. 10, 1981

*David L. Young*  
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 20 day of December 1979 at 9:00 o'clock AM and was duly recorded on the 20 day of DEC 21 1979, Book No. 166 on Page 519 in my office.

Witness my hand and seal of office, this the 20 day of December, 1979.

BILLY V. COOPER, Clerk

By N. Wright, D. C.

IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash <sup>7297</sup>  
 in hand paid and other good and valuable consideration, the re-  
 ceipt and sufficiency of all which is hereby acknowledged, I, **INDEXED**  
 JESSIE McGEE, do hereby convey and warrant unto BESSIE LEE  
 YOUNG, the following described property lying and being situated  
 in Madison County, Mississippi, to-wit:

Commencing at a point in the centerline of the Vernon  
 to Livingston paved public road where the East line  
 of the SE $\frac{1}{4}$  of Section 30, Township 9 North, Range 1  
 West, Madison County, Mississippi intersects said  
 centerline, thence run westerly along said centerline  
 for 345 feet, thence run North 0 degrees 18 minutes  
 east along the west line of a 1.0 acre cemetery lot  
 for 223 feet to the POINT OF BEGINNING of the follow-  
 ing described property;

Thence run north 0 degrees 18 minutes east along the  
 east line of a 4 acre tract belonging to Henry Gross  
 for 210.00 feet, thence run north 83 degrees 17 min-  
 utes East for 210.00 feet, thence run south 0 degrees  
 18 minutes west for 210.00 feet, thence run south 83  
 degrees 17 minutes west along the North line of the  
 cemetery lot for 210.00 feet to the POINT OF BEGINN-  
 ING:

The above described property is located in the SE $\frac{1}{4}$   
 of the SE $\frac{1}{4}$  of Section 30, Township 9 North, Range 1  
 West, Madison County, Mississippi and contains 1.00  
 acres, more or less.

Grantee agrees to assume the 1979 taxes.

WITNESS MY SIGNATURE, this the 14<sup>th</sup> day of December, 1979.

Jessie McGee  
 JESSIE MCGEE

STATE OF MISSISSIPPI  
 COUNTY OF HINDS

Personally appeared before me, the undersigned authority  
 in and for said county and state aforesaid, JESSIE MCGEE, who  
 acknowledged to me that he signed and delivered the foregoing  
 instrument of writing on the day and year therein mentioned as  
 his act and deed.

WITNESS MY SIGNATURE, this the 17<sup>th</sup> day of December, 1979.

My Commission Expires:

My Commission Expires Jan. 10, 1981

David G. G. G.  
 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 20 day of Dec.ember 1979, at 9:00 clock AM, and  
 was duly recorded on the 21 day of DEC 1979, Book No. 166 on Page 520 in  
 my office.

Witness my hand and seal of office, this the 21 day of DEC 1979, 1979.

BILLY V. COOPER, Clerk

By N. W. Light, D. C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 166 - 521

INDEXED

WARRANTY DEED

W

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid by the grantees, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, T. V. NICHOLS, JR. and wife, SARA D. NICHOLS, do hereby convey and warrant unto SARA D. NICHOLS, a 5/317 interest and to THOMAS B. NICHOLS, a 5/317 interest and to CAROL NICHOLS SNEED, a 5/317 interest and to VIRGINIA ANN NICHOLS, a 5/317 interest in and to the following described lands lying and being situated in Madison County, Mississippi, to-wit:



The W $\frac{1}{2}$  of SE $\frac{1}{4}$  and the E $\frac{1}{2}$  of SW $\frac{1}{4}$  and the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 15;

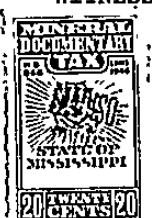
and all of that part of the following described lands lying North of the Old Robinson Road and described as follows:



The W $\frac{1}{2}$  of NE $\frac{1}{4}$  and the E $\frac{1}{2}$  of NW $\frac{1}{4}$  and all that part of the NW $\frac{1}{4}$  of NW $\frac{1}{4}$  lying North of the former right of way of the Old Canton and Carthage railroad of Section 22 all lying and being situated in Township 9 North, Range 3 East.

There is excepted from this conveyance and reserved unto the grantor, namely T. V. NICHOLS, JR., all oil, gas and other minerals in, on and under the above described lands.

WITNESS OUR SIGNATURES, this the 20 day of December, 1979.



T. V. Nichols, Jr.  
T. V. NICHOLS, JR.

Sara D. Nichols  
SARA D. NICHOLS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named T. V. NICHOLS, JR. and wife, SARA D. NICHOLS, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned, as and for their act and deed.

GIVEN under my hand and official seal, this the 20th day of December, 1979.

My Commission Expires:

September 5, 1983

Martha M. Bullock  
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 20 day of December, 1979, at 9:00 o'clock a. M., and was duly recorded on the 20 day of DEC 21, 1979, Book No. 166 on Page 521 in my office.

Witness my hand and seal of office, this the 20 day of DEC 21, 1979.

BILLY V. COOPER, Clerk

By N. Wright, D. C.

For and in consideration of Twelve thousand fifty one and sixty four one hundreds Dollars, (\$12,051.64) Cash, the receipt of which is hereby acknowledged and the agreement of the Grantee to pay for the timber herein conveyed as hereinafter stipulated, I, Irene B. Payton, Grantor, do hereby convey and warrant unto Georgia-Pacific Corporation, Grantee, the following described property situated in Madison County, MS.

All merchantable pine and hardwood sawtimber marked with blue paint whatsoever lying, standing and being on the following described land, to-wit:

The SE 1/4 of Section 21 lying East of Jackson and Mannsdale Road and W 1/2 of SW 1/4 of Section 22, all in Township 7 N, Range 1 E, Less and Except the following described tract of land:

A tract of 60.0 acres, more or less, in W 1/2 of SW 1/4, Section 22, and SE 1/4 of Section 21, Township 7 N, Range 1 East, being more particularly described as beginning at the Southeast corner of the W 1/2 of SW 1/4, Section 22, and running thence North for 12.0 chains to a stake, thence South 89° 16' West for 20.0 chains to a stake, thence South 89° 41' West for 30.48 chains to approximate center of gravel road, thence South 0° 15' East along approximate center of said road for 12.0 chains, thence North 89° 41' East for 30.42 chains to a stake, thence North 89° 15' East for 20.0 chains to a point of beginning, containing in all 60.5 acres, more or less, Less 0.50 acres in East 1/2 of road being 24.0 acres in Section 22, and 36.0 acres in Section 21, all being in Township 7, Range 1 East, Madison County, Mississippi as described in Book 39 at Page 11 in the Records of the Chancery Clerk's office of Madison County, Mississippi.

1. The rights herein granted shall continue for a period of two 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. 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.



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

7. 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.

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

9. 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 Grantor's lands.

10. 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.

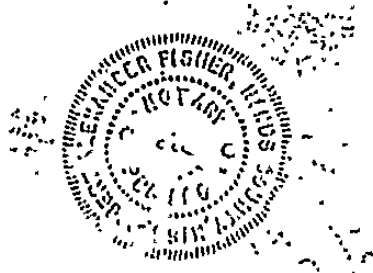
11. Grantee agrees that it will leave on the stump of each tree cut the Grantor's paint mark, and stumps of any trees which fail to show remaining thereon the Grantor's paint mark will be considered as not being covered by this contract and as having been cut without authority and Grantee agrees to pay as liquidated damages and as a penalty for all trees so cut without authority a sum which is equal to two times the market value of the total stumpage of all such trees; provided however, that this provision shall not apply in such cases where in the judgment of Grantor or his agent it becomes necessary for Grantee to cut unmarked trees in order to conduct its operation in a safe and practical manner. Grantee will make note of and immediately call to the attention of Grantor or his agent any stump from which Grantor's paint mark has been barked or knocked off due to the felling or skidding operations. Trees that are marked with "X" at head height may be cut at option of Grantee. Shall the Grantee fail to pay any penalty accruing against the Grantee under this paragraph the Grantor may recover against the Grantee attorney's fees and all other costs shall such penalty be collected through the services of an attorney.

12. If any of the conditions of this contract are violated by Grantee, Grantor, at his 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, Grantor, at his option, may terminate this agreement.

13. If any of the conditions of this contract are violated by Grantee, Grantor, at his 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, Grantor, at his option, may terminate this agreement.

14. All payments by Grantee for the timber shall be made to Forest Owners, Inc., P. O. Box 295, Yazoo City, Mississippi 39194 who shall pay Grantor according to terms set out in Marketing Agreement.

EXECUTED, this the 7th day of December, 1979.



Irene B. Payton  
Mrs. Irene B. Payton, Grantor

James M. May, Jr.  
Georgia-Pacific Corporation, Grantee

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

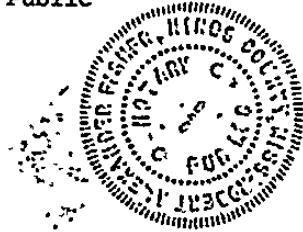
Personally appeared before me, the undersigned authority in and for said County and State, Mrs. Irene B. Payton who acknowledged that (s)he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this 9th day of December, 19 79.

R. D. Fisher  
Notary Public

My Commission Expires:

June 1983



STATE OF MISSISSIPPI  
COUNTY OF Madison

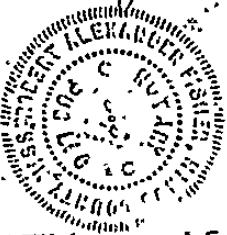
Personally appeared before me, the undersigned authority in and for said County and State, x Mrs. Irene B. Payton who acknowledged that (s)he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this 9th day of December, 19 79.

R. D. Fisher  
Notary Public

My Commission Expires:

June 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 20th day of December, 19 79, at 9:00 o'clock A.M., and was duly recorded on the DEC 21 1979 day of 19, Book No. 12 on Page 522 in my office.

Witness my hand and seal of office, this the 21st day of December, 19 79.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

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 which is hereby acknowledged, I, HERBERT G. JENKINS, Grantor, do hereby sell, convey and warrant unto FUNTIME SKATELAND SOUTH, INC., a Mississippi Corporation, the following described property lying and being situated in Madison County, Mississippi, and being more particularly described as follows:

Parcel of land situated in the NE $\frac{1}{4}$  of Section 36, T7N-R1E, Madison County, and being more particularly described as follows:

Beginning at the intersection of the West right of way line of Ridgewood Road, as same existed at the time of the survey of April 1, 1977, with the North line of a 15 foot street according to addition to Tougaloo on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi; thence Westerly along the North line of 15 foot street for a distance of 558.40 feet; thence right through an angle of 87 degrees 46 minutes and run Northerly for a distance of 258.10 feet; thence left through an angle of 76 degrees 50 minutes and run Westerly for a distance of 226.25 feet to the East right of way of Old 51 Highway; thence right through an angle of 108 degrees 07 minutes and run Northerly along the East right of way line of Old Highway 51 for a distance of 51.0 feet; thence right through an angle of 71 degrees 48 minutes and run Easterly for a distance of 770.40 feet to the West right of way of Ridgewood Road; thence right through an angle of 76 degrees 29 minutes and run Southerly along the West right of way line of Ridgewood Road for a distance of 200.35 feet to the point of beginning, containing 3.49 acres, more or less.

The grantee herein hereby agrees to pay the ad valorem taxes for the year 1979.

WITNESS MY SIGNATURE, this the 3rd day of January, 1979.

*Herbert G. Jenkins*

HERBERT G. JENKINS

1/3/79

STATE OF MISSISSIPPI

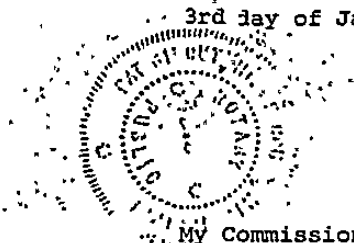
BOOK 166 PAGE 526

COUNTY OF HINDS:.....

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid the within named HERBERT G. JENKINS, who acknowledged to me that he signed, executed and delivered the above and foregoing Warranty Deed on the day and year mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the

3rd day of January, 1979.



*Pat. J. D. D.*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 24, 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 20 day of December 1979, at 9:00 o'clock A.M., and was duly recorded on the DEC 21 1979 day of 19, Book No. 166 on Page 525 in my office.

Witness my hand and seal of office, this the DEC 21 1979 day of 19.

BILLY V. COOPER, Clerk

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

7306

INDEXED

WARRANTY DEED

1979 DEC 13

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, receipt of all of which is hereby acknowledged, I hereby grant, bargain, sell, convey and warrant to EARNEST W. HINES the following described land situated in Madison County, Mississippi, to-wit:

Start in the center of Section 24 and run South 176 feet to the point of beginning, thence West 17° 30' North 325 feet, thence due South 1219 feet, thence due East 325 feet, thence due North 1144 feet to the point of beginning, containing 8.6 acres, more or less, and being in NE $\frac{1}{4}$  SW $\frac{1}{4}$  Section 24, and SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 24, Township 12, Range 5 East in Madison County, Mississippi.

NW $\frac{1}{4}$  SE $\frac{1}{4}$  less that part which lies North of public road, which excepted portion is described as follows: Beginning in the center of Section 24, run East 1320 feet, thence South 448 feet, thence in a Northwesterly direction along Thomastown-Mullinville road to the point of beginning, containing 6  $\frac{3}{4}$  acres, more or less and being in the NW $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 24, Township 12, Range 5 East.

Witness my signature this 13<sup>th</sup> day of December, 1979.

*Nancy Lois Hines*  
NANCY LOIS HINES

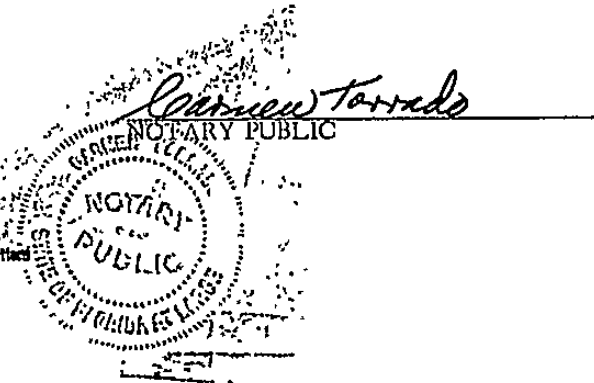
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

Personally appeared before me, the undersigned authority in and for said County and State, the within named Nancy Lois Hines, who acknowledged that she signed and delivered the above and foregoing instrument on the date therein mentioned.

Given under my hand and seal of office this 13<sup>th</sup> day of December, 1979.

My commission expires:

Notary Public State of Florida at Large  
My Commission Expires May 30, 1983  
Bonded Through General Insurance Underwriters



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 20<sup>th</sup> day of December, 19 79, at 10:10 o'clock A. M., and was duly recorded on the 13<sup>th</sup> day of DEC 21, 1979, 19 79, Book No. 66 on Page 527 in my office.

Witness my hand and seal of office, this the 21<sup>st</sup> day of DEC 21, 1979, 19 79.

BILLY V. COOPER, Clerk

By N. Wright, D. C.

W 7308

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, DAVID B. KERNOP and VELMA ANN KERNOP, do hereby convey and forever warrant unto GLENN GOSS and JUDY GOSS, as joint tenants with full right of survivorship, and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to wit:

Two (2) acres evenly off of the south end of the following described property.

Four (4) acres of land in the Northwest corner of the East 1/2 of the SW 1/4, in the shape of a square tract, in Section 28, Township 12, Range 5 East.

AND ALSO: Two (2) acres of land lying immediately south of and adjoining that certain four acres of land deeded to the said grantees by the grantors herein on the 5th day of April, 1961, by deed of record in the Chancery Clerk's Office of said County in Deed Book No. 80 Page 497; said two acres of land being a rectangular strip, and whose north boundary is the south boundary of said four acres; and being and lying in Section 28, Township 12, Range 5 East. The two acres on this date and by this deed conveyed to them adjoins and lies immediately south of the said four acres; and the south boundary line of said four acres forming for the whole length of the two acres the north boundary line of the said two acres here conveyed.

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

1. County of Madison and State of Mississippi ad valorem taxes for the year 1979, and subsequent years.
2. Any interest in and to oil, gas and other minerals heretofore reserved, excepted or conveyed by the Grantors' predecessors in title.
3. The Madison County, Mississippi Zoning Ordinance and Subdivision Regulations.
4. The Grantors hereby reserve unto themselves and assigns, a perpetual right of way and easement over and across the roadway as it now exists or as

it may hereafter be located, which runs in a southerly direction from the public road across the above described property.

5. The Grantors further reserve unto themselves and assigns, a perpetual easement for the purpose of ponding water on the south two (2) acres of the land hereby conveyed, together with the right to use the lake and its shore line, formed by the ponding of such water thereon.

WITNESS OUR SIGNATURES on this the 20th day of December, 1979.

David B. Kernop  
DAVID B. KERNOP

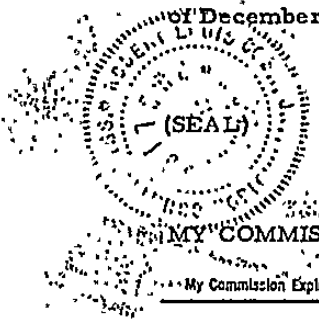
Velma Ann Kernop  
VELMA ANN KERNOP

GRANTORS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, DAVID B. KERNOP and VELMA ANN KERNOP, who acknowledged to me that they did each sign and deliver the above and foregoing instrument on the date and for the purposes as set forth therein.

GIVEN UNDER MY HAND and official seal of office on this the 20th day of December, 1979.



Robert Louis Hoza, Jr.  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires April 25, 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 20 day of Dec, 19 79, at 11:10 o'clock AM, and was duly recorded on the 20 day of DEC, 1979, Book No. 166 on Page 528 in my office.

Witness my hand and seal of office, this the 20 day of DEC, 1979, 19 79.

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

W 7314  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

REC 166 MAY 5 1930

INDEX

WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand this day paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, BOBBY WAYNE BARFOOT and wife, MITTIE JANE BARFOOT, do hereby convey and warrant unto HERMAN JOHNSON and wife, MAUDE JOHNSON, as tenants by the entirety with rights of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

To get to the point of beginning, start at the Natchez Trace Parkway Monument No. P-269, said monument being located approximately 30 feet northwest of the intersection of the north right of way boundary of Robinson Road and the east right of way boundary of Mississippi State Highway No. 43, Section 22, Township 8 North, Range 3 East; thence proceed south 54° 36' west, 2.5 feet; thence north 37° 47' west, 347.9 feet; thence north 54° 11' east, 592.8 feet; thence south 35° 49' east, 100.0 feet to the point of beginning; thence north 54° 11' east, 200.0 feet; thence south 35° 49' east, 100.0 feet; thence south 54° 11' west, 200 feet; thence north 35° 49' west, 100.0 feet back to the point of beginning, lying and being situated in Section 22, Township 8 North, Range 3 East,

ALSO, to get to the point of beginning, start at the Natchez Trace Parkway Monument No. P-269, which is a concrete monument with embedded metal cap set flush with the ground surface and located approximately 2.5 feet northeast of the intersection of the east right of way boundary of Mississippi State Highway No. 43 and the north right of way boundary of Robinson Road, said monument being situated and lying in Section 22, Township 8 North, Range 3 East, Madison County, Mississippi; thence proceed south 54° 26' west, 2.5 feet; thence north 37° 47' west, 347.9 feet; thence north 54° 11' east, 592.8 feet, more or less, to an iron pipe, thence south 35° 49' east, 100.0 feet, more or less, to an iron pipe, being the point of beginning; thence continuing south 35° 49' east, 100.0 feet to an iron pipe; thence south 54° 11' west, 100.0 feet to an iron pipe; thence north 35° 49' west, 100.0 feet to an iron pipe; thence north 54° 11' east to the point of beginning; lying and being situated in the NE $\frac{1}{4}$  of Section 22, Township 8 North, Range 3 East, Madison County, Mississippi.

ALSO, a right of way and easement over and across a strip of land described as follows: To get to the point of beginning, start at the Natchez Trace Parkway Monument No. P-269 as described above, thence proceed south 54° 36' west, 2.5 feet; thence north 37° 47' west, 347.9 feet to a point; said point



being on the east right of way boundary of Mississippi State Highway No. 43 and being the point of beginning; thence proceed north 54° 11' east, 492.8 feet; thence south 35° 49' east, 100.0 feet; thence north 54° 11' east, 15.0 feet; thence north 35° 49' west, 150.0 feet; thence south 54° 11' west to the east right of way boundary of Mississippi State Highway No. 43, thence south 37° 47' east, 50.0 feet, to the point of beginning.

WITNESS OUR SIGNATURES this the 13 day of November, 1979.

[Signature]  
Witness

Bobby Wayne Barfoot  
BOBBY WAYNE BARFOOT

[Signature]  
Witness

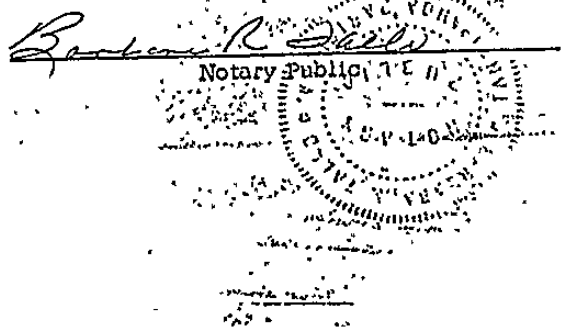
Mittie Jane Barfoot  
MITTIE JANE BARFOOT

STATE OF LOUISIANA  
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for said county and state, BOBBY WAYNE BARFOOT and MITTIE JANE BARFOOT, who acknowledged to me that they did sign and deliver the foregoing instrument on the day and date therein mentioned as and for their own act and deed.

GIVEN UNDER MY HAND and official seal this the 13 day of November, A.D., 1979.

No title check was done by notary as none was requested.



My Commission Expires:

at my 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 20 day of December, 19 79, at 1:40 o'clock P. M., and was duly recorded on the 20 day of DEC 21, 1979, Book No. 166 on Page 531 in my office.

Witness my hand and seal of office, this the 20 day of DEC 21, 1979.

BILLY V. COOPER, Clerk

By N. Wright, D. C.

BOOK 166 PAGE 532  
JAN 20 1979

7316

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

S. L. NOOE  
et ux SHERRE S. NOOE

VERSUS

GEORGIA MAE GOLDMAN, et al

FILED TUESDAY NOV 20 1979 EILLY V. COOPER Chancery Clerk By <i>[Signature]</i>	COMPLAINANTS NO. 24,313 DEFENDANTS
---	--

**RECEIVED**

DECREE

This day this cause came on for hearing during a regular day of the November, 1979 term of this Court, and the Complainants, being in Court and represented by counsel, and all defendants having been properly served with process as provided by law, the defendants, Georgia Mae Goldman, Gregory Allen and Berlean Miller, being in Court or represented by counsel, the Court proceeded to find that it had jurisdiction of the parties and the subject matter, and having been duly advised that the parties have reached an agreement as to the partition of the property herein sought to be partitioned, FINDS ORDERS, ADJUDGES AND DECREES, as follows, to-wit:

That the parties, having derived their title from a common source, namely as heirs or purchasers from heirs of George McElroy, and Sarah McElroy, are entitled to an interest in the property known as:

Lot 12, A. J. Snowden Estate, as shown of record in Final Record Book Number 9, at Page 371, Madison County, Mississippi, Section 9, Township 7 North, Range 1 East.

That George and Sarah McElroy's heirs at law were their children, namely Owens McElroy, Georgia Mae Goldman, Bertha Harris, Lenora Hyman, George McElroy, Jr., Savannah Winder and Elizabeth Allen. Savannah Winder was deceased about 1970 and left as her heirs at law, Eva Lou Jackson and Limmie Winder; that Elizabeth Allen is deceased and left as her heirs at law, Berlean Miller, Eva Mae Wright, Maggie Wood, Gregory Allen and Darlene Allen Fullilove. That George McElroy, Jr., without issue, predeceased his parents and therefore was erroneously listed in the Bill of Complaint as an heir at the time of his parents death, and therefore, had no part in the estate.

Rec. in Book 82 Page 205  
The 28 day of Nov 1979  
Billy V. Cooper C.C.  
By *[Signature]* C.C.

W  
That defendant, Georgia Mae Goldman, is the owner of an undivided 22/30th interest in the real property, described herein, by having derived a 1/6th interest by Descent and Distribution as a daughter from her deceased parents, George and Sarah McElroy; 1/6th interest by Warranty Deed from her sister, Bertha Harris (Deed Book 164 at Page 49); and a 1/6th interest by Warranty Deed from her sister, Lenora Hyman, (Deed Book 164 at Page 50); a 1/12th interest each from Eva Lou Jackson and Limmie Winder (Deed Book 166 at Page 196); a 1/30th interest each from Eva Mae Wright and Maggie Wood (Deed Book 166 at Page 193).

That all the remaining defendants, namely Berlean Miller and Gregory Allen, were all the other parties entitled to notice in this cause and each of them was duly served by process by publication, as provided by law, and having made their appearances by and through their attorneys, have entered into and are bound by this Decree.

That the Complainants, S. L. Nooe et ux Sherree S. Nooe, have purchased an undivided 1/6th interest in the whole from Owens McElroy, (Deed Book 161, Page 786), and Darlene Allen Fullilove's undivided 1/5th of 1/6th interest (Deed Book 162 at Page 278), thereby vesting a 6/30th interest in the whole, in them.

That the parties, have agreed upon a division and partition of the property, and same is found to be fair and equitable, and is so ordered by this Court, as follows, to-wit:

That the entire tract consisting of 16 1/4th acres, more or less, is all vested in the Sarah and George McElroy heirs or their successors in title, as hereinabove set out; and that a 6/30th interest (being 3.24 acres) is vested in S. L. Nooe et ux Sherree S. Nooe and more fully described as:

Beginning at the Northwest Corner of Lot 12, A. J. Snowden Estate, as shown of record in Final Record Book Number 9, at Page 371, Madison County, Mississippi, and proceeding in a Southerly direction along the western boundary line of said Lot 12 a distance of 206 feet to a point; thence turn to the left in an easterly direction for a distance of 687 feet to a point; thence turn left in a northerly direction and proceed 206 feet to a point on the northern boundary line of aforesaid Lot 12; thence turn left for a distance of 687 feet more or less, along the northern boundary line of Lot 12, to the point of beginning, and all located in Section 9, Township 7 North, Range 1 East, Madison County, Mississippi, and containing 3.24 acres, more or less.

DEC 22 1979

That all of the remaining part of the A. J. Snowden Estate,  
 as shown in Final Record Book Number 9, at Page 371, Madison County,  
 Mississippi, Section 9, Township 7 North, Range 1 East, is undivided  
 but vested in Georgia Mae Goldman <sup>22/30TH INTEREST</sup> (11.93 acres); Gregory Allen <sup>1/30TH INTEREST</sup> (.54 acre);  
 and Berlean Miller <sup>1/30TH INTEREST</sup> (.54 acre).

SO ORDERED; ADJUDGED AND DECREED this 28<sup>TH</sup> day of November, 1979.

M. W. Case  
 CHANCELLOR

Approved as to form and contents:

Thomas W. Sanford  
 Thomas W. Sanford, Solicitor for complainants

Josephine Hood  
 Ms. Josephine Hood, Solicitor for Defendants,  
 Georgia Mae Goldman, Berlean Miller and  
 Gregory Allen

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 20 day of December, 19 79, at 2:30 o'clock P. M., and  
 was duly recorded on the 21 day of DEC, 19 79, Book No. 166 on Page 532 in  
 my office.

Witness my hand and seal of office, this the 21 day of DEC, 19 79.

BILLY V. COOPER, Clerk

By n. Wright, D. C.

W  
7317

QUITCLAIM DEED

BOOK 166 PAGE 535

IN AND FOR 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, MARGARET M. JAMES, do hereby sell, convey and quitclaim unto M. H. JAMES, III and WILLIAM CHARLES JAMES all of my right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

INDEXED

TRACT 1: A tract of land containing in all 6.0 acres, more or less situated in the E $\frac{1}{2}$  of NW $\frac{1}{4}$ , Section 15, Township 10 North, Range 3 East, and being more particularly described as beginning at a point that is 13.0 chains North of and 5.0 chains West of the Southeast corner of the NW $\frac{1}{4}$ , Section 15 and from said point of beginning run thence West for 7.88 chains to the approximate center of public road, thence running North along the meanderings of said road N 17° 43' East for 6.26 chains, North 33° 25' East for 2.74 chains, North 40° 36' East for 6.82 chains, thence South for 13.56 chains to the point of beginning, and containing in all 6.0 acres, more or less, and all in the E $\frac{1}{2}$  NW $\frac{1}{4}$ , Section 15, Township 10 North, Range 3 East, Madison County, Mississippi.

TRACT 2: A portion of Lot 7 of Block "C" of Oakhill Subdivision, Part 1, and containing in all 12.0 acres, more or less, and being more particularly described as beginning at the Northwest corner of the E $\frac{1}{2}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 18, Township 9 North, Range 3 East, and from said point of beginning run thence South for 740.0 feet, thence running North 88° 27' East to and along the North lines of Lot 1, 2, 3, 4, 5 and 6, of Block "C" for 816 feet to the Northeast corner of Lot 1, thence running North 1° 17' East for 714 feet along the East line of said Block "C" to the North line of the Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of said Section 18, thence running West along the North line of the SE $\frac{1}{4}$ , Section 18, for 831 feet to the point of beginning, containing in all 12.0 acres, more or less, and all being in the SE $\frac{1}{4}$ , Section 18, Township 9 North, Range 3 East, and being part of Lot 7 of Block "C" of Oakhill Subdivision, and all being in Madison County, Mississippi.

TRACT 3: Lots 1 through 27, inclusive, of the James Subdivision according to the map or plat thereof on file and of record on Slide Plat A-92 in the office of the Chancery Clerk of Madison County, Mississippi, LESS AND EXCEPT that portion pre-

viously conveyed to M. H. James, III and wife, Margaret B. James, and more particularly described as follows, to-wit: Beginning at a point which is 242.3 feet from and North 86°00' West of the Northwest corner of the SE $\frac{1}{4}$  of Section 18, Township 9 North, Range 3 East, and running thence South 17°35' West for 138.8 feet, thence North 86°00' West for 645.73 feet to the existing East right-of-way of U. S. 51 Highway, and running thence North 17°35' East for 138.8 feet along said East right-of-way, thence South 86°00' East for 645.73 feet to the point of beginning, containing in all 2.0 acres, more or less, situated in Section 18, Township 9 North, Range 3 East, Madison County, Mississippi.

166 p. 536

It is the undersigned Grantor's intention to quitclaim unto M. H. James, III and William Charles James all of her right, title and interest in the above described real property which was devised unto her in the Last Will and Testament of M. H. James, Jr., which was probated in the Chancery Court of Madison County, Mississippi in Cause No. 21-315.

WITNESS my signature this 20 day of December, 1979.

Margaret M. James  
Margaret M. James

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, MARGARET M. JAMES who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed on the day and year therein written.

GIVEN under my hand and official seal on this 20 day of December, 1979.

Louise L. Daniel  
Notary Public

(SEAL)

My commission expires:

Oct. 27, 1982

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 20 day of December, 1979, at 3:00 o'clock P.M., and was duly recorded on the DEC 21 1979 day of 1979, Book No. 166 on Page 535 in my office.

Witness my hand and seal of office, this the DEC 21 1979 day of 1979.

BILLY V. COOPER, Clerk

By N. Wright D. C.

*For Declaration of Interest  
See Book 196 Page 572.*

*Billy V. Cooper, ce*

*by [Signature]*

BOOK 166 PAGE 537

CORRECTED WARRANTY DEED

7323

FOR AND IN CONSIDERATION of the sum 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 are hereby acknowledged, the undersigned, TIMOTHY C. MEDLEY, and EDGEWORTH GROUP, LTD., a Mississippi corporation, General Partners for McDowell Properties, a Mississippi Limited Partnership, do hereby sell, convey and warrant unto CARROLL AND THOMPSON, INC., a Mississippi corporation, subject to the terms and conditions hereinafter set forth, the following described lands lying and being situated in the County of Madison, State of Mississippi, to-wit:

Commencing at the NE Corner of Section 26, Township 8 North, Range 1 West, Madison County, Mississippi, said corner marked by an old buggy axle, run N 00 degrees 05' 50" W along a fence line for 438.74 feet to a point marked by an iron pin and being the point of beginning of this survey; run thence West for 1801.25 feet to a point marked by a two-inch pipe; thence North for 1873.16 feet to a point on the South right of way of a county road, said point marked by a one-inch iron pipe; thence along the South right of way of the road for the following calls; N 40 degrees 51' 52" E for 330.43 feet, N 62 degrees 12' 48" E for 99.42 feet, N 74 degrees 29' 04" E for 217.38 feet, N 80 degrees 19' 51" E for 200.82 feet, N 69 degrees 10' 58" E for 269.85 feet, N 57 degrees 05' 00" E for 146.09 feet, N 43 degrees 22' 00" E for 97.75 feet; N 89 degrees 23' 28" E for 308.57 feet, N 62 degrees 21' 20" E for 160.98 feet, N 73 degrees 14' 25" E for 125.47 feet, S 87 degrees 07' 41" E for 160.06 feet, N 80 degrees 23' 47" E for 141.4 feet, N 68 degrees 39' 38" E for 295.89 feet, N 67 degrees 47' 48" E for 224.45 feet, S 84 degrees 11' 11" E for 144.04 feet, S 81 degrees 47' 13" E for 116.27 feet, N 86 degrees 01' 59" E for 95.98 feet, N 68 degrees 41' 19" E for 155.65 feet, N 43 degrees 42' 25" E for 178.29 feet to a point on the South right of way of the county road, said point marked by a creosote post on a fence line; thence S 00 degrees 02' 57" E for 1022.85 feet along the fence line to a concrete marker; thence S 89 degrees 50' 05" W for 1319.89 feet to the SW corner of the NW 1/4 of Section 24, said point marked by an old buggy axle, thence S 00 degrees 05' 50" E for 2199.66 feet to the point of beginning of this survey; and less the area of the Shell Oil Company property described as follows: Commencing at the SE corner of Section 23 and run West for 1453.62 feet to a point; thence North 2161.05 feet to a point which is the point of beginning; run thence S 89 degrees 59' 04" E for 370 feet; thence N 00 degrees 01' 53" E for 521.32 feet; thence S 86 degrees 02' 05" W for 62.89 feet;

BOOK 166 PAGE 538

thence S 73 degrees 14' 08" W for 123.77 feet; thence S 86 degrees 02' 04" W for 90.05 feet; thence S 75 degrees 55' 14" W for 102.2 feet; thence S 00 degrees 00' 36" W for 450 feet to the point of beginning and containing 4.14 acres more or less; the large plot less the Shell Oil property, containing 120 acres more or less, lying and being situated in Sections 23 and 24, Township 8 North, Range 1 West, Madison County, Mississippi.

The land herein conveyed is located in the PERSIMMON-BURNT CORN WATER MANAGEMENT DISTRICT and is subject to special assessment for taxes therein.

Ad valorem taxes for the year 1979 shall be prorated between the Grantors and the Grantee.


The Grantors herein do hereby reserve unto themselves an undivided one-fourth ( $\frac{1}{4}$ ) interest in and to all oil, gas and other minerals in, on and under said land LESS AND EXCEPT all sand and gravel in, on and under said land which is hereby expressly conveyed to the Grantee.

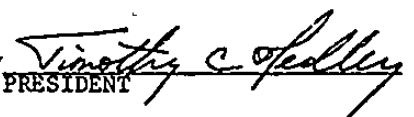
The Grantors reserve the right to the use and enjoyment of the entire lake a portion of which lies across the southern boundary of the property herein described.

This conveyance is subject to the following items recorded in the Chancery Clerk's Office of Madison County, Mississippi: protective covenants, zoning ordinances, prior mineral reservations, and easements for public utilities applicable to the above-described real property.

This deed is given to correct the acknowledgements in a deed which was executed on November 19, 1979 and filed of record in Madison County, Mississippi.

WITNESS OUR SIGNATURES this the 14<sup>th</sup> day of December 1979.

  
TIMOTHY C. MEDLEY  
EDGEWORTH GROUP, LTD.

By   
PRESIDENT  
GENERAL PARTNERS OF McDOWELL  
PROPERTIES, A MISSISSIPPI LIMITED PARTNERSHIP



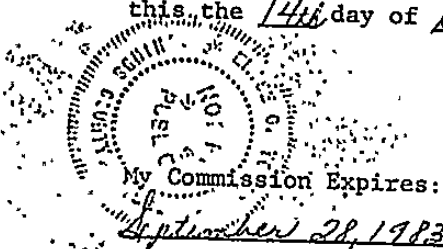
STATE OF MISSISSIPPI

BOOK 166 PAGE 539

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Timothy C. Medley, who being duly sworn acknowledged to me that he is a General Partner of McDowell Properties, a Mississippi Limited Partnership and who acknowledged that he signed, sealed and delivered the above and foregoing instrument as the act and deed of said Limited Partnership, on the day and year therein mentioned, having been duly authorized so to do.

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



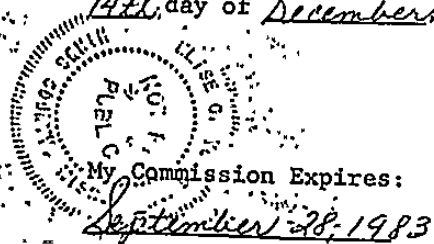
Elsie G. Young  
NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Timothy C. Medley, personally known to me to be the President of Edgeworth Group, Ltd., General Partner of McDowell Properties, a Mississippi Limited Partnership, who after being duly sworn acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purpose therein mentioned for and on behalf of Edgeworth Group, Ltd., General Partner of McDowell Properties, as its own act and deed, he having been first duly authorized so to do.

WITNESS my signature and official seal of office this the 14th day of December, 1979.

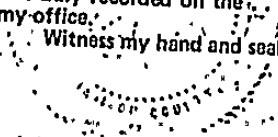


Elsie G. Young  
NOTARY PUBLIC

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 21 day of December, 1979, at 5:00 o'clock P.M., and was duly recorded on the DEC 21 1979 day of DEC 21 1979, 1979, Book No. 166 on Page 537 in my office.

Witness my hand and seal of office, this the DEC 21 1979 of DEC 21 1979, 1979.



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

W

BOOK 163 PAGE 640

INDEXED

7333

WARRANTY DEED

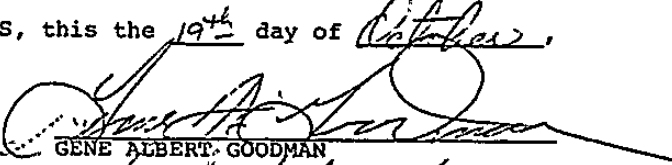
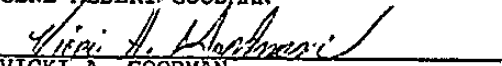
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations passing, the receipt and sufficiency of all of which is hereby acknowledged, we, GENE ALBERT GOODMAN and VICKI A. GOODMAN, do hereby sell, convey and warrant unto THOMAS E. JACKSON, JR. the following described land and property lying and being situated in the County of Madison, State of Mississippi, and more particularly described as follows, to-wit:

East Half (E 1/2) of Lot Eight (8) and all of Lot Nine (9), Block Eighty-four (84), First Addition to the Town of Ridgeland, 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.

Taxes for the current year 1979 are pro-rated as of the date of this instrument.

There is excepted from the warranty herein all building restrictions, reservations, rights-of-way, easements, and mineral reservations applicable to the above described property which may be of record.

WITNESS OUR SIGNATURES, this the 19<sup>th</sup> day of October, 1979.

  
\_\_\_\_\_  
GENE ALBERT GOODMAN  
  
\_\_\_\_\_  
VICKI A. GOODMAN

STATE OF MISSISSIPPI  
COUNTY OF Hinds

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, GENE ALBERT GOODMAN and VICKI A. GOODMAN, who after being

BOOK 166 PAGE 541

by me first duly sworn, state on oath that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as their own free act and deed and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 19th day of October, 1979.

*Samuel J. Longman (D. Miss)*  
NOTARY PUBLIC

My Commission Expires:

12/28/79



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 21 day of December, 1979, at 9:00 o'clock A.M., and was duly recorded on the 21 day of DEC, 1979, Book No. 66 on Page 540 in my office.

Witness my hand and seal of office, this the 21 day of DEC, 1979.

BILLY V. COOPER, Clerk

By *[Signature]* D. C.

W  
THOMAS BOYD WIGGERS and wife,  
KAREN HESSELS WIGGERS

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TO:

QUIT-CLAIM DEED

THOMAS BOYD WIGGERS

INDEXED

STATE OF MISSISSIPPI

COUNTY OF MADISON

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash, in hand, paid, the receipt of which is hereby acknowledged and the assumption of the indebtednesses hereinafter shown, We, THOMAS BOYD WIGGERS and wife, KAREN HESSELS WIGGERS hereby convey and quit-claim unto THOMAS BOYD WIGGERS the following described land and property situated in Madison County, Mississippi, to-wit:

Lot 35, PEAR ORCHARD SUBDIVISION, PART 4, according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5 at Page 53.

It is hereby recited the real property described above is encumbered by the following deeds of trust executed by Thomas Boyd Wiggers and wife, Karen Hessels Wiggers, to-wit:

(1) Deed of Trust to Paul G. Alexander, Trustee for benefit of Mid-State Mortgage Company, in the original principal sum of \$22,000.00, dated July 15, 1976, and recorded in Book 420 at Page 630, Chancery Clerk's office, Canton, Mississippi; and

(2) Deed of Trust to Harvey Henderson, Trustee for benefit of Thomas L. Wiggers, Jr. and wife, Mary Sue C. Wiggers, in the original principal sum of \$10,000.00, dated October 29, 1976 and recorded in Book 464 at Page 389, Chancery Clerk's office, Canton, Mississippi.

Grantee assumes payment of all sums of principal and interest owing by virtue of the aforesaid deeds of trust from and after the day and date of this deed.

WITNESS our signatures this the 28<sup>th</sup> day of November,

1979.

Thomas Boyd Wiggers  
THOMAS BOYD WIGGERS

Karen Hessels Wiggers  
KAREN HESSELS WIGGERS

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STATE OF MISSISSIPPI  
COUNTY OF MADISON

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This day personally appeared before me, the undersigned authority in and for the said county and state, the within named THOMAS BOYD WIGGERS and wife, KAREN HESSELS WIGGERS, known to me, who acknowledged that they signed and delivered the foregoing QUIT-CLAIM DEED on the day and year therein mentioned as their free and voluntary act and deed.

WITNESS my hand and official seal, this the 28<sup>th</sup> day of November, 1979.

Billy V. Cooper, Clerk of the Chancery Court  
NOTARY PUBLIC

(SEAL)  
My commission expires:  
My Commission Expires Sept. 10, 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 21 day of December, 19 79, at 2:00 o'clock P.M., and was duly recorded on the 21 day of DEC 21 1979, 19 79, Book No. 166 on Page 542 in my office.

Witness my hand and seal of office, this the 21 day of DEC 21 1979, 19 79.  
By Billy V. Cooper, Clerk  
N. Wright D.C.

W  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 188 PAGE 544

7344

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and vluable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned JOHN HENRY MANNING does hereby sell, convey and warrant an undivided 1/2 interest unto DAVID L. BOWLING and wife, ANN C. BOWLING and an undivided 1/2 interest unto BOWLING CONSTRUCTION CO., INC., the following described land and property situated in Madison County, Mississippi, to-wit:

A tract of land lying and being situated in the SE 1/4 SE 1/4 of Section 30, the NE 1/4 NE 1/4 of Section 31 and the NW 1/4 NW 1/4 of Section 32, all being in Township 9 North, Range 1 East, Madison County, Mississippi and more particularly described as follows:

Commence at an iron pin marking the NE corner of Section 31, Township 9 North, Range 1 East, Madison County, Mississippi and run thence South 89 degrees 55 minutes East 953.8 feet to an iron pin; thence South 17 degrees 36 minutes East 140.9 feet to an iron pin; thence South 31 degrees 31 minutes West 119.8 feet to a point on the West margin of a graveled public road; thence South 52 degrees 06 minutes West 235.6 feet along the West margin of said public road to a point; thence South 36 degrees 31 minutes West 58.0 feet along the West margin of said public road to an iron pipe, the point of beginning; thence South 36 degrees 26 minutes West 267.5 feet along the West margin of said public road to a point; thence South 29 degrees 27 minutes West 146.1 feet along the West margin of said public road to an iron pipe; thence North 80 degrees 00 minutes West 1000.0 feet to an iron pipe; thence North 39 degrees 35 minutes West 900.6 feet to a point in the center of Persimmon Creek; thence North 50 degrees 05 minutes East 371.8 feet along the thread of said Persimmon Creek to a point; thence North 35 degrees 11 minutes East 194.5 feet along the thread of said Persimmon Creek to a point; thence North 05 degrees 31 minutes West 124.7 feet along the thread of said Persimmon Creek to a point; thence North 61 degrees 21 minutes West 114.5 feet along the thread of said Persimmon Creek to a point; thence North 03 degrees 18 minutes West 178.6 feet along the thread of said Persimmon Creek to a point; thence South 51 degrees 28 minutes East 161.5 feet along the thread of said Persimmon Creek to a point; thence South 69 degrees 11 minutes East 57.7 feet along the thread of said Persimmon Creek to a point; thence South 23 degrees 00 minutes East 1084.6 feet to an iron pipe; thence South 80 degrees 00 minutes East 925.0 feet to the point of beginning containing 20.7 acres, more or less.

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

mineral conveyances, and restrictive covenants of record pertaining to or affecting the herein described property.

Grantor does hereby warrant that there are no existing leases to all or any portion of the property described herein.

Grantor does hereby convey unto Grantees all oil, gas and other minerals, in, on and under subject property.

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

WITNESS MY SIGNATURE, this the 19<sup>th</sup> day of December, 1979.

John Henry Manning  
JOHN HENRY MANNING

STATE OF MISSISSIPPI  
COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned Notary Public in and for said county, the within named John Henry Manning, who acknowledged that he signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of office, this the 19<sup>th</sup> day of December, 1979.

My Commission Expires:

2/3/80

[Signature]  
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 24 day of December 1979, at 9:00 o'clock A.M., and was duly recorded on the 24 day of DEC 24, 1979, Book No. 166 on Page 546 in my office.

Witness my hand and seal of office, this the 24 day of DEC 24, 1979.

BILLY V. COOPER, Clerk

By [Signature], D.C.

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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, COUNTRY FARM HOMES, INC., a Mississippi corporation, Grantor, does hereby sell, convey and warrant unto ELAINE H. JULIAN, Grantee, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot 22, TAVERN HILL SUBDIVISION, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5 at Page 7 thereof, reference to which is hereby made in aid of and as a part of this description.

The grantor and the grantee are to prorate advalorem taxes for the year 1979 as of the date of this deed.

The warranty of this conveyance is subject to restrictive covenants recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Deed Book 342 at Page 454 and restrictive covenants recorded in Deed Book 344 at Page 324.

The warranty of this conveyance is also subject to prior reservation of all oil, gas and other minerals.

Excepted from the warranty of this conveyance are all building restrictions, easements, rights-of-way and mineral reservations of record pertaining to said property and lease from Pearl River Valley Water Supply District.

WITNESS the signature of the corporation, this the 21<sup>st</sup> day of December, 1979.

COUNTRY FARM HOMES, INC.

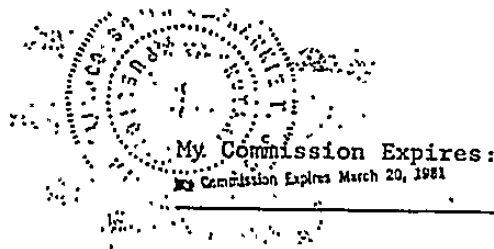
BY:   
WILLIAM R. SMITH, PRESIDENT



STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the under-  
signed authority in and for the state and county aforesaid,  
WILLIAM R. SMITH, who acknowledged to me that he is the  
President of Country Farm Homes, Inc. and as such officer  
he signed, executed and delivered the above and foregoing  
Warranty Deed on the day and date therein mentioned for  
and on behalf of said corporation and as its act and deed,  
he having been first duly authorized so to act.

GIVEN under my hand and official seal of office, this  
the 21st day of December, 1979.



Frank T. Jackson  
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 24th day of December, 1979, at 9:00 o'clock A.M., and  
was duly recorded on the 24th day of DEC, 1979, Book No. 166 on Page 546 in  
my office.

Witness my hand and seal of office, this the 24th day of DEC, 1979.

BILLY V. COOPER, Clerk

By N. Wright, D. C.

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W A R R A N T Y D E E D

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, we, the undersigned, ROY D. CAVES and wife, ANN W. CAVES, do hereby sell, convey and warrant unto THOMAS E. JONES that certain land and property lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

That certain land and property lying and being situated in the Northeast Quarter of the Southwest Quarter of Section 25, Township 8 North, Range 1 West, Madison County, Mississippi, to-wit:

Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter, Section 25, Township 8 North, Range 1 West, run thence South 89 degrees 26 minutes East along the North line of the Southwest Quarter of Section 25 for a distance of 330.00 feet to a point, said point being the point of beginning of the parcel herein described; from the aforesaid point of beginning run thence South 89 degrees 26 minutes East for a distance of 330.00 feet to a point; run thence South 00 degrees 34 minutes West for a distance of 1295.00 feet to a point; run thence North 89 degrees 26 minutes West for a distance of 330.00 feet to a point; run thence North 00 degrees 34 minutes East for a distance of 1295.00 feet to the point of beginning, containing 10.0 acres.

Excepted from the warranty of this conveyance are any and all easements, dedications, rights-of-way, mineral reservations, mineral conveyances and restrictive covenants of record pertaining to or affecting the usage of the herein described property.

One-fourth (1/4th) of all oil, gas and other minerals in, on and under the herein described property is hereby conveyed to the Grantee herein, the remaining three-fourths (3/4ths) having been reserved by predecessors in title.

Expressly excepted from the warranty of this conveyance is that certain private road together with the roadbed conveyed by Roy D. Caves, one of the Grantors herein, to the Board of Supervisors,

Madison County, Mississippi, by instrument dated June 14, 1975, of record in Book 140 at Page 566 thereof.

All ad valorem taxes assessed against the herein described property for the year 1979 shall be paid by the Grantors, and the Grantee, by the acceptance of this deed, agree to assume and pay all such taxes assessed in subsequent years.

WITNESS OUR SIGNATURES this the 21<sup>st</sup> day of December, 1979.

Roy D. Caves  
ROY D. CAVES

Ann W. Caves  
ANN W. CAVES

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, ROY D. CAVES and wife, ANN W. CAVES, who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, as their own voluntary act and deed.

GIVEN under my hand and official seal of office, this the 21<sup>st</sup> day of December, 1979.

Stuart Robinson  
NOTARY PUBLIC

My Commission Expires:  
August 2, 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 24 day of December, 19 79, at 9:00 o'clock AM, and was duly recorded on the 24 day of December, 19 79, Book No. 166 on Page 549 in my office.

Witness my hand and seal of office, this the 24 day of December, 19 79.

BILLY V. COOPER, Clerk

By M. J. Wright, D. C.

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QUITCLAIM DEED BOOK 166 PAGE 550

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FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, receipt of all of which is hereby acknowledged, I, the undersigned, ROCHELLE K. WITTERS, do hereby sell, convey and quitclaim unto BILL L. WITTERS, all of my right, title and interest in and to the following described property lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

Starting at the NW corner of Sec 14, T8N, R2E, Madison County, Miss., proceed southerly along section line 1320.0 feet more or less to a point; thence S89° 56'E, 1230.0 feet more or less to a point; thence S00° 03'W, 1105.0 feet more or less to the point of beginning; thence N89° 56'W, 885.5 feet more or less to an iron pin, said iron pin being on the east right-of-way of U.S. Highway No. 51; thence N23° 39'E, 240.0 feet more or less, along said right-of-way to an iron pin; thence S89° 56'E, 789.3 feet more or less to an iron pin; thence S00° 03'W, 220.0 feet more or less to the point of beginning, containing 4.2 acres more or less.

WITNESS MY SIGNATURE, this the 10th day of October, 1979.

Rochelle K. Witters  
ROCHELLE K. WITTERS

STATE OF TEXAS  
COUNTY OF HARRIS

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ROCHELLE K. WITTERS, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and seal of office, this the 10th day of October, 1979.

Simdarian  
NOTARY PUBLIC

My Commission Expires:

10/24/80

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 24 day of December, 1979, at 10:45 o'clock a.M., and was duly recorded on the 24 day of DEC, 1979, Book No. 166, on Page 550 in my office.

Witness my hand and seal of office, this the DEC 24 1979.

BILLY V. COOPER, Clerk  
By B. Smith-Vandy, D.C.

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QUIT CLAIM DEED

BOOK 166 PAGE 551

For and in consideration of the sum of ten dollars (\$10.00), cash in hand paid, and other good and legal considerations, the receipt of all of which is hereby acknowledged, I, Edwin K. Bardin, do hereby sell, convey and quit claim unto Cynthia Lane Bardin and Edwina Cates Bardin, the undivided interest in and to the following described property situated in Madison County, Mississippi, herein described as on tax record as:

Club House on Cedar Hill Club  
Property Sec. 19-8-1E.

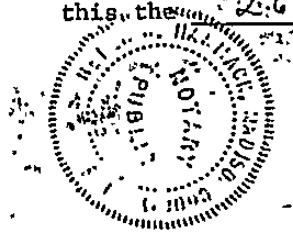
WITNESS the signature of this the 26<sup>th</sup>  
day of December, 1979.

Edwin K. Bardin  
EDWIN K. BARDIN

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Edwin K. Bardin, who acknowledged that he signed and delivered the foregoing deed on the day and in the year therein mentioned.

Given under my hand and official seal of office, this the 26<sup>th</sup> day of December, 1979.



Heem D. Hancock  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Dec. 16, 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 27 day of December, 1979, at 3:30 o'clock P. M., and was duly recorded on the DEC 31 1979 day of DEC 31 1979, 1979, Book No. 166 on Page 551 in my office.

Witness my hand and seal of office, this the DEC 31 1979 day of DEC 31 1979, 1979.

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

SPECIAL WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, First Mississippi National Bank, a national banking association, acting by and through its duly and legally authorized officer, James C. Ryals, Vice President, Grantor, does hereby sell, convey and warrant specially unto Chanukah, Inc., a Mississippi corporation, Grantee, the following described land and property, lying and being situated in the County of Madison, State of Mississippi, being more particularly described as follows, to wit:

A lot or parcel of land containing six (6) acres more or less, lying and being situated in the Northeast Corner of the East Half of the East Half (E 1/2, E 1/2) of said Section 29, Township 8 North, Range 2 East, and being more particularly described as follows:

Beginning at the point where the south right of way of a public road known as the Mannsdale Road intersects the east line of the East half of the East half (E 1/2, E 1/2) of said Section and from said point of beginning run thence West on said south right of way line for a distance of two hundred fifty feet (250') to a point; thence run south and parallel to said east line of said Section 29, for a distance of one thousand forty five feet (1,045 feet) to a point, thence run east and parallel to the south right of way line for a distance of two hundred fifty feet (250') to a point in the east line of said Section 29, thence run North on said east line for a distance of one thousand forty five feet (1,045') more or less to the point of beginning.

Excepted from the warranties contained herein and this conveyance is made subject to any and all easements, mineral reservations, rights of way, restrictive or protective covenants granted or of record.

The Grantee herein assumes and agrees to pay all taxes covering said property.

WITNESS THE EXECUTION hereof on this the 12th day of December, 1979.

FIRST MISSISSIPPI NATIONAL BANK

By: James C. Ryals  
James C. Ryals, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, a Notary Public in and for the jurisdiction aforesaid, the within named James C. Ryals, who acknowledged that he is the Vice President of First Mississippi National Bank, and that as Vice President of First Mississippi National Bank, he signed and delivered the foregoing instrument on its behalf on the day and year therein mentioned, being duly authorized so to do.

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

B. L. McShane  
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JUNE 23, 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 27 day of December, 1979, at 8:45 o'clock A. M., and was duly recorded on the DEC 31 1979 day of December, 1979, Book No. 166 on Page 553 my office.

Witness my hand and seal of office, this the DEC 31 1979 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 other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, WE DR. WAEL TAWAM and wife MRS. ETTA TAWAM, do hereby sell, convey and warrant unto DR. WAEL TAWAM, the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Lot Twenty-Three (23) SANDALWOOD SUBDIVISION, PART TWO (2), a subdivision in and to the County of Madison, State of Mississippi 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 40 thereof, reference to which is hereby made in aid of and as a part of this description.

THIS CONVEYANCE is subject to those certain protective covenants recorded in Book 388 at Page 833, records of aforesaid county.

THIS CONVEYANCE is subject to fifty (50) foot utility easement along the east side of the subject lot to Mississippi Power and Light Company for power line easement as shown on plat of subdivision.

THIS CONVEYANCE is subject to a ten (10) foot utility easement along the north side of property as reserved in instrument recorded in Book 138 at Page 469, records of said county.

WITNESS THE SIGNATURE OF DR. WAEL TAWAM AND MRS. ETTA TAWAM, this the 27 day of December 1979

*[Signature of Dr. Wael Tawam]*  
DR. WAEL TAWAM

*[Signature of Mrs. Etta Tawam]*  
MRS. ETTA TAWAM

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, DR. WAEL TAWAM and MRS. ETTA TAWAM, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as their act and deed for the purposes therein stated.

GIVEN under my hand and official seal of office, this the 27 day of December, 1979

My Commission expires:

*[Signature of Billy V. Cooper]*  
NOTARY PUBLIC  
Chancery Clerk  
By *[Signature]*, Sec.

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 27 day of December, 1979, at 12:50 o'clock P.M., and was duly recorded on the DEC 31 day of 1979, Book No. 166 on Page 554 in my office.

Witness my hand and seal of office, this the DEC 31 day of 1979

BILLY V. COOPER, Clerk

By *[Signature]*, D.C.



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STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 166 PAGE 555

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POWER OF ATTORNEY

Know All Men by These Presents, That I, Mrs Annie Leigh Harris Lane, have made, constituted and appointed, and by these presents do make, constitute and appoint Edgar Forrest Lane my true and lawful attorney, for me and in my name, place and stead to ask, demand, sue for, collect and receive all sums of money, dividends, interest, payments of account of debts and legacies and all property now due or which may hereafter become due and owing to me, and give good and valid receipts and discharges for such payments; to sell, assign and transfer stocks and bonds and securities standing in my name or belonging to me; to buy and sell securities of all kinds in my name and for my account and at such prices as shall seem good to him, to sign, execute, acknowledge and deliver in my name all transfers and assignments of securities; to borrow money and to pledge securities of such loans if in the judgment of my attorney such action shall be necessary; to consent in my name to reorganizations and mergers, and to the exchange of securities for new securities; to manage and control real and personal property; to sell, convey, lease and mortgage realty and personal property, and to foreclose mortgages and to take title to all property of every kind whatsoever in my name if he thinks proper, to execute, acknowledge and deliver deeds of real property, oil and gas leases and other leases, mortgages, satisfactions and other instruments relating to realty and also personal property which he considers necessary; to place and effect insurance; to do business with banks, and particularly to endorse all checks and drafts made payable to my order and collect the proceeds; to sign in my name checks on all accounts standing in my name, and to withdraw funds from said accounts, to open accounts in my name or in his name as my attorney-in-fact; to make such payment and expenditures as may be necessary in connection with any of the

foregoing matters or with the administration of my affairs, to retain counsel and attorneys on my behalf, to appear for me in all actions and proceedings to which I may be party in the courts of Mississippi or any other State in the United States, or in the United States courts, to commence actions and proceedings in my name if necessary, to sign and verify in my name all complaints, petitions, answers and other pleadings of every description, to represent me in all income tax matters before all officers of the Income Tax Bureau, to make and verify income tax returns, claims for refund, requests for extension of time, and consents in my name, to execute petitions to the Board of Tax Appeals and to cause me to be represented in such proceedings; hereby giving and granting to my said attorney full power and authority to do and perform all and every act and thing whatsoever necessary to be done in the premises, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney may do pursuant to this power.

In Witness Whereof, I have hereunto set my hand, this the 16 day of Dec 1979.

Mrs. Annie Leigh Harris Lane  
Mrs Annie Leigh Harris Lane

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the County and State aforesaid, Mrs Annie Leigh Harris Lane, who acknowledged that she signed and delivered the above and foregoing Power of Attorney as her act and deed on the day and date therein set forth.

Given under my hand and seal, this the 16 day of Dec, 1979

Edward R. Triplett  
Notary Public

My commission expires:

Dec 27 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 27 day of December, 19 79, at 12:50 clock P. M., and was duly recorded on the 31 day of DEC 1979, Book No. 166 on Page 558 in my office.

Witness my hand and seal of office, this the DEC 31 1979, 19.....

BILLY V. COOPER, Clerk

By M. W. Wright, D. C.

W  
7362

WARRANTY DEED

INDEXED

166 PAGE 557

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, MARTHA LOU HARRELL, unmarried, do hereby convey and warrant unto GUY CLARKE HARRELL, SR., and wife, KATHERINE I. HARRELL, 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:

A parcel of land out of the southwest corner of the SE 1/4 of NE 1/4 of NW 1/4 of Section 22, Township 7 North, Range 1 East, more particularly described as beginning at the southwest corner of the SE 1/4 of NE 1/4 of NW 1/4 of said Section 22, and from said point of BEGINNING run north 250 feet; thence east 60 feet; thence south 250 feet; thence west 60 feet to the point of beginning. ALSO, a non-exclusive right of way and easement for road purposes over and across the existing roadway running in an easterly and westerly direction along or near the north part of the SE 1/4 of NE 1/4 of NW 1/4 of said Section 22, Township 7 North, Range 1 East.

This conveyance is executed subject to (1) ad valorem taxes for the year 1979, but which are not yet due or payable; and (2) zoning ordinances and/or governmental regulations which may be applicable to the above described property; and (3) easements and/or servitudes now outstanding of record, if any; and (4) such oil, gas, and mineral rights as may now be outstanding of record, if any.

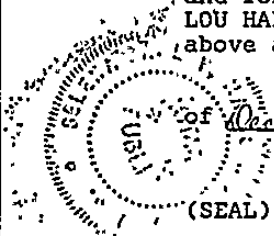
WITNESS my signature, this 28th day of November, 1979.

Martha Lou Harrell  
Martha Lou Harrell

STATE OF MISSISSIPPI  
COUNTY OF Madison

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

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



(SEAL)  
My commission expires:  
1979 Commission Expires July 1, 1983

Selma Oakleaf  
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 27 day of December, 1979, at 3:50 o'clock P. M., and was duly recorded on the DEC 31 1979 day of December, 1979, Book No. 166 on Page 557 in my office.

Witness my hand and seal of office, this the 27 day of December, 1979.

BILLY V. COOPER, Clerk

By D. W. Wright, D.C.

7363

CANCELLATION OF OPTION

INDEXED 166 PAGE 558

WHEREAS, Martha Lou Harrell granted unto Guy Clarke Harrell as shown by instrument dated October 28, 1971, filed October 30, 1971, recorded in Land Record Book 124 at Page 693 thereof in the Chancery Clerk's Office for Madison County, Mississippi, an Option and First Refusal to buy certain land situated in the SE 1/4 of NE 1/4 of NW 1/4 of Section 22, Township 7 North, Range 1 East, Madison County, Mississippi; and

WHEREAS, it is the mutual desire of the undersigned that all rights granted under and by said instrument be cancelled and that said instrument be voided and held for naught:

NOW THEREFORE, in consideration of the premises and for other good and valuable considerations not necessary here to mention, we, the undersigned, do hereby nullify, void, and cancel the aforesaid instrument and do hereby release and relinquish any and all rights granted thereunder.

WITNESS our signatures this 27th day of November, 1979.

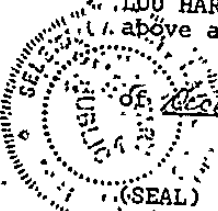
Martha Lou Harrell  
Martha Lou Harrell

Guy Clarke Harrell  
Guy Clarke Harrell  
(a/k/a Guy Clarke Harrell, Sr.)

STATE OF MISSISSIPPI  
COUNTY OF Nation

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

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



S. L. Oakley  
Notary Public

My commission expires:

My Commission Expires 03/1/1980

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named GUY CLARKE HARRELL (a/k/a Guy Clarke Harrell, Sr.) who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

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

(SEAL)

My commission expires:

1-7-80

Billy V. Cooper, Chan Clerk  
By: B Smith-Vaniz, DC

BOOK 166 PAGE 559

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 27 day of December, 1979, at 2:50 o'clock P. M. and was duly recorded on the DEC 31 1979 day of 1979, 19 1979, Book No. 166 on Page 558 in my office.

Witness my hand and seal of office, this the DEC 31 1979 day of 1979, 19 1979.

BILLY V. COOPER, Clerk

By W. Wright, D. C.

W  
7364

WARRANTY DEED

BOOK 166 PAGE 560

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, we GUY CLARKE HARRELL, SR., (a/k/a Guy Clarke Harrell) and KATHERINE I. HARRELL, husband and wife, do hereby convey and warrant unto MARTHA LOU HARRELL, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, to-wit:

A parcel of land situated in the SW 1/4 of NE 1/4 of NW 1/4 of Section 22, Township 7 North, Range 1 East, more particularly described as commencing at the southeast corner of the SW 1/4 of NE 1/4 of NW 1/4 of said Section 22, and from said point run thence north 250 feet to the point of beginning of the parcel here described, and from said point of BEGINNING run west for 60 feet; thence run north for 340 feet, more or less, to the south line of an existing roadway; thence run easterly along the south line of said roadway for 60 feet, more or less, to the east line of the SW 1/4 of NE 1/4 of NW 1/4 of said Section 22; thence run south along said east line for 340 feet, more or less, to the point of beginning. ALSO, a non-exclusive right of way and easement for road purposes over and across the existing roadway running in an easterly and westerly direction and adjacent to the north line of the above described property.

This conveyance is executed subject to (1) ad valorem taxes for the year 1979, but which are not yet due or payable; and (2) zoning ordinances and/or governmental regulations which may be applicable to the above described property; and (3) easements and/or servitudes now outstanding of record, if any; and (4) such oil, gas, and mineral rights as may now be outstanding of record, if any.

WITNESS our signatures, this 28th day of November, 1979.

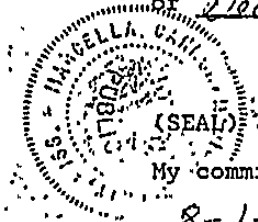
Guy Clarke Harrell, Sr.  
Guy Clarke Harrell, Sr.

Katherine I. Harrell  
Katherine I. Harrell

STATE OF MISSISSIPPI  
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named GUY CLARKE HARRELL, SR., (a/k/a Guy Clarke Harrell) and KATHERINE I. HARRELL, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 7 day of December, 1979.



Marcella Cannon  
Notary Public

My commission expires:  
8-1-82

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 27 day of December, 1979, at 3:50 o'clock P. M., and was duly recorded on the DEC 31 1979 day of 19, Book No. 66 on Page 56. In my office.

Witness my hand and seal of office, this the DEC 31 1979 day of 19.

BILLY V. COOPER, Clerk,

By D. L. 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 consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, P & R CONSTRUCTION COMPANY, INC., by these presents, does hereby sell, convey and warrant unto the VETERANS FARM AND HOME BOARD OF THE STATE OF MISSISSIPPI, the land and property which is situated in Madison County, Mississippi, described as follows, to-wit:

Commence at the Southwest Corner of the Southeast 1/4 of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi, said point being on the North right-of-way line of Highway No. 22, as said Highway is now (July, 1978) laid out and established; run thence North 89 degrees 59 minutes East and along said North right-of-way line of Highway No. 22 for a distance of 1,312.1 feet to the Point of Beginning of a parcel of property described as follows:

Continue thence North 89 degrees 59 minutes East and along the said North right-of-way line of Highway No. 22 for a distance of 173.7 feet to a point; run thence North for a distance of 753.0 feet to a point; run thence West for a distance of 173.7 feet to a point; run thence South for a distance of 753.0 feet to the point of beginning.

The above described parcel of property known as Lot 22 of Flora Mini-Farms, a proposed subdivision, is located in the Southeast 1/4 of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi, and contains 3.0 acres, more or less.

Grantor acquired title to the subject property by Warranty Deed dated July 17, 1979, recorded in Book 164 Page 12.

This conveyance and its warranty is subject only to exceptions, namely: (a) prior severance of all oil, gas and other minerals; (b) R.O.W. to Miss. Power & Light Company, Book 97 Page 445; (c) 10 foot R.O.W. for water line South side of property per Book 44 Page 229; (d) 15 foot utility easement and power line across side also water meter located on South side of lot per survey of Glynn R. Gatlin & Associates, Inc., dated December 17, 1979; (e) ad valorem taxes for the present year, which have been prorated as of this date by estimation, and will be adjusted to actual when ascertained as to amount.

WITNESS the signature and seal of the Grantor hereto affixed on this the 20th day of December, 1979.

P & R CONSTRUCTION COMPANY, INC.

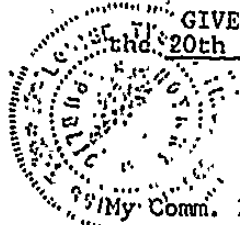
By: Rick Rogers  
Rick Rogers, President



STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named RICK ROGERS, President for P & R CONSTRUCTION COMPANY, INC., who as such officer acknowledged to me that he signed, sealed and delivered the foregoing instrument for the purposes recited on the date therein set forth, all as and for the act and deed of said corporation, he being first duly authorized so to do.

GIVEN under my hand and the official seal of my office on this the 20th day of December, 1979.



Louise Dyson  
NOTARY PUBLIC

My Comm. Expires: July 19, 1981

Book 166  
Page 563

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 December, 1979, at 9:00 o'clock A.M., and was duly recorded on the 31 day of DEC, 1979, Book No. 166 on Page 56.2 in my office.

Witness my hand and seal of office, this the 31 day of DEC, 1979.

BILLY V. COOPER, Clerk

By [Signature], D. C.

## Deed of Conveyance

INDEXED

7373

FOR AND IN CONSIDERATION of One Dollar (\$1.00), cash in hand paid, and the execution concurrently herewith of a promissory note secured by a deed of trust on property herein for the sum of \_\_\_\_\_

Thirty-three Thousand and No/100-----Dollars, (\$ 33,000.00 )

The VETERANS' FARM AND HOME BOARD OF THE STATE OF MISSISSIPPI, does hereby sell and convey unto CLAUDE H. ADAMS, JR. and wife, LOIS DINSMORE ADAMS, as joint tenants with right of survivorship, and not as tenants in common,

the following described property located and being situated in the County of Madison State of Mississippi, to-wit:

Commence at the Southwest corner of the Southeast 1/4 of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi, said point being on the North right-of-way line of Highway No. 22, as said Highway is now (July, 1978) laid out and established; run thence North 89 degrees 59 minutes East and along said North right-of-way line of Highway No. 22 for a distance of 1,312.1 feet to the point of beginning of a parcel of property described as follows:

Continue thence North 89 degrees 59 minutes East and along the said North right-of-way line of Highway No. 22 for a distance of 173.7 feet to a point; run thence North for a distance of 753.0 feet to a point; run thence West for a distance of 173.7 feet to a point; run thence South for a distance of 753.0 feet to the point of beginning.

The above-described parcel of property known as Lot 22 of Flora Mini-Farms, a proposed subdivision, is located in the Southeast 1/4 of the Southeast 1/4 of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi, and contains 3.0 acres, more or less.

The grantee herein agrees and obligates himself to pay all taxes now due and to become due on the above property.

This conveyance is made subject to all oil, gas and mineral conveyances and leases outstanding on this date.

Cancellation of the deed of trust above mentioned will also cancel and satisfy the implied vendor's lien herein.

WITNESS the signature of the Grantor, this the 21st day of December, 19 79

THE VETERANS' FARM AND HOME BOARD,  
State of Mississippi

By: 

Chairman PHILLIP MANGRUM

By: 

Executive Director JAMES V. BROCATO

STATE OF MISSISSIPPI  
COUNTY OF HINDS

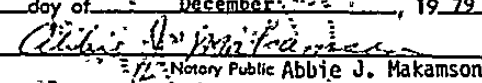
Personally appeared before me the undersigned authority in and for the State and County last aforesaid,

PHILLIP MANGRUM Chairman, and, JAMES V. BROCATO Executive Director of the Veterans' Farm and Home Board of the State of Mississippi, each of whom acknowledged that they signed and delivered the above and foregoing instrument for and on behalf of, and as directed by, said Board, on the day and year of its date.

GIVEN under my hand and official seal this, the 21st day of December, 19 79

(SEAL)

My Commission Expires Jan. 13, 1983

  
Notary Public Abbie J. Makamson

STATE OF MISSISSIPPI, County of Madison:

L. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of December, 19 79, at 9:00 o'clock A.M., and was duly recorded on the DEC 31 day of 1979, Book No. 166 on Page 56 in my office.

Witness my hand and seal of office, this the DEC 31 of 1979, 19 79

BILLY V. COOPER, Clerk

By D. L. Wright, D. C.

## WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS AND NO/100 (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, MICHAEL D. FORTENBERRY, do hereby sell, warrant and convey, all of my right, title and interest in and to the following described real property, unto MARY E. FORTENBERRY, said real property being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

Lot 60, Greenbrook Subdivision, a subdivision according to a map or plat thereof; which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B at Slide 24, reference to which is hereby made in aid of and as a part of this description.

WITNESS MY SIGNATURE, this, the 19th day of December, 1979.

Michael D. Fortenberry  
MICHAEL D. FORTENBERRY, Grantor

STATE OF MISSISSIPPI  
COUNTY OF HINDS:::

PERSONALLY appeared before me, this date, the undersigned authority, in and for the jurisdiction aforesaid, the within named MICHAEL D. FORTENBERRY, Grantor herein, who, after being by me first duly sworn on his oath stated that he executed and delivered the above and foregoing instrument on the date and year therein mentioned.

THIS, the 19th day of December, 1979.

James J. Chancellor (McGuire)  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

7-19-81

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28th day of December, 1979, at 9:00 o'clock A.M., and was duly recorded on the 31st day of DEC 31, 1979, 1979, Book No. 66 on Page 56 in my office.

Witness my hand and seal of office, this the 31st day of DEC 31, 1979, 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 which is hereby acknowledged, and the further consideration of the assumption by and agreement of the Grantees herein to pay when and as due the balance of the indebtedness now owing to MID STATE MORTGAGE COMPANY which said indebtedness is secured by a deed of trust covering the hereinafter described property, we/I ROBERT BENJAMIN HUGHES and wife, BRENDA LOU HUGHES, do hereby sell, convey and warrant unto RAY PATRICK THOMPSON and wife, PATTI ANN THOMPSON, as joint tenants with full rights of survivorship, and not as tenants in common, the property situated in Madison County, State of Mississippi, and described as follows, to-wit:

Lot Ten (10), Block 5, ACADEMY PARK SUBDIVISION, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 5, at Page 36, reference to which map or plat is hereby made in aid of and as a part of this description. Together with the East  $\frac{1}{2}$  of Lot 9, Block 5 Academy Park Subdivision, as per plat above mentioned.

This conveyance is subject to all prior severances of oil, gas, and minerals on, in and under said lot, to any protective covenants for the 1979 ad valorem taxes which the Grantees shall pay, but for the same consideration, the Grantors hereby convey to Grantees all their right, title and interest in and to all escrow funds now on deposit in connection with said abovementioned indebtedness, and to the unexpired portion of the hazard insurance policy now in force covering the residence on said premises.

WITNESS OUR SIGNATURES this, the 21st day of December, 1979

Robert Benjamin Hughes  
ROBERT BENJAMIN HUGHES  
Brenda Lou Hughes  
BRENDA LOU HUGHES

STATE OF MISSISSIPPI:  
COUNTY OF RANKIN :

Personally appeared before me, the undersigned authority in and for the said County and State the within named ROBERT BENJAMIN HUGHES and wife, BRENDA LOU HUGHES, 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 21st day of December 1979

Notary Public  
NOTARY PUBLIC

My Commission Expires: 8-16-1981

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 20 day of December 1979, at 9:00 o'clock P.M., and was duly recorded on the 21 day of December 1979, Book No. 166 on Page 56.5 in my office.

Witness my hand and seal of office, this the 21 day of December 1979

BILLY V. COOPER, Clerk

By W. L. Wright, D.C.

7379

Know All Men By These Presents:

That Robert J. Brantley

for and in consideration of the price and sum of

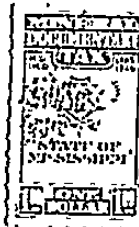
Ten (\$ 10.00)

Dollars and other valuable considerations, cash in hand paid by

, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey, unto the said Douglas S. Boonethe mineral royalty interest hereinafter set out affecting and relating to the following described lands in the Madison County of Mississippi, State of Mississippi, to-wit:

$S\frac{1}{2}$  NW $\frac{1}{4}$  less  $W\frac{1}{2}$  NW $\frac{1}{4}$  SW $\frac{1}{4}$  NW $\frac{1}{4}$  (70 acres), and  $S\frac{1}{2}$  NE $\frac{1}{4}$  West of Road (9 acres), situated in Section 33, Township 8 North, Range 2 West.

It is the intention of the grantor to convey five (5) royalty acres in the above description.



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

(a) 5/79ths of 1/8th of the whole of any oil, gas or other minerals, except sulphur, on and under and to be produced from said lands; delivery of said royalties to be made to the purchaser herein in the same manner as is provided for the delivery of royalties by any present or future mineral lease affecting said lands.

(b) prevailing market price XXXXX per long ton for all sulphur produced from said lands, payments therefor to be made monthly for sulphur marketed.

This sale and transfer is made and accepted subject to an oil, gas and mineral lease now affecting said lands, but the royalties hereinabove described shall be delivered and/or paid to the purchaser out of and deducted from the royalties reserved to the lessor in said lease. This sale and transfer, however, is not limited to royalties accruing under the lease presently affecting said lands, but the rights herein granted are and shall remain a charge and burden on the land herein described and binding on any future owners or lessees of said lands and, in the event of the termination of the present lease, the said royalties shall be delivered and/or paid out of the whole of any oil, gas or other minerals produced from said lands by the owner, lessee or anyone else operating thereon.

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

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

WITNESS the signature of grantor, this the 15 day of February, 1919.

WITNESSES:

100

STATE OF MISSISSIPPI, }  
Hinds COUNTY. }  
Personally appeared before me, the undersigned Notary public in and for said County, in said State, the within named  
Robert J. Brantley  
who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.  
Given under my hand, this the 15 day of January, 1958.  
James F. Brantley  
Notary Public  
My Comm. exp. 12-31-1959

STATE OF MISSISSIPPI, }  
COUNTY. }  
Personally appeared before me, the undersigned officer in and for said County, in said State, the within named  
one of the subscribing witnesses to  
(here insert name of subscribing witness)  
the foregoing instrument of writing, who, being first by me duly sworn, upon his oath depose and saith that he saw the  
within named whose name subscribed thereto, sign and  
deliver the same to the said  
that he, this deponent, subscribed his name as a witness thereto in the presence of the said  
and; that he saw the other subscribing witness sign his name  
(here insert name of other subscribing witness)  
in the presence of said; and that the subscribing  
witnesses signed in the presence of each other, on the day and in the year therein mentioned.  
(Signature of subscribing witness)  
Sworn to and subscribed before me this day of 19  
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, 1958, at 9:00 o'clock A.M., and  
was duly recorded on the day of 1958, Book No. 166 on Page 567 in  
my office.  
Witness my hand and seal of office, this the 31 day of December, 1958.

BILLY V. COOPER, Clerk

By M. W. White, D.C.

ROYALTY CONVEYANCE

FROM

TO

Date, 19

Section Township Range

No. of Acres

County of State of

Term

STATE OF

County of

This instrument was filed for record on the

day of, 19

at o'clock M., and duly recorded

in book, page, of the  
records of this office.

Chancery Clerk.

By

Deputy Clerk.

RECEIVED BOOK, JACOBSON, MISS.

BOONE AND BOONE

3.10

1.00

JACKSON, MISSISSIPPI 39203

4.10

1005 166 20 569

ASSUMPTION 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, and the further assumption of that certain deed of trust executed by Robert F. Downs, Jr. and Patricia M. Downs to Paul G. Alexander, Trustee for the use and benefit of Mid-State Mortgage Company, dated August 1, 1977, and filed for record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 432 at page 306, having a current balance of \$58,953.02, the undersigned ROBERT F. DOWNS, JR. and wife, PATRICIA M. DOWNS, do hereby sell, convey and warrant unto RAYMOND SINELE and wife, BEVERLY SINELE, that certain property lying and being situated in Madison County, Mississippi, and more particularly described as follows, to wit:

TRACT 1: A lot or parcel of land being located in the North 1/2 of Lot 5 of Block 27, Highland Colony, being a subdivision of the Town of Ridgeland according to a map or plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, and being more particularly described as beginning at the northeast corner of Lot 5, Block 27 of Highland Colony, go south along the east line of said Lot 5 for a distance of 300 feet; thence go west along a line parallel to the north boundary of Lot 5, 100 feet to the point of beginning, thence go north 140 feet along a line parallel to the east boundary of said Lot 5, thence go west a distance of 100 feet along a line parallel to the north boundary of Lot 5; thence go south 140 feet along a line parallel to the east boundary of Lot 5; thence go east a distance of 100 feet to the point of beginning.

TRACT 2: A lot 160 feet by 200 feet, being part of a tract of land lying in the N 1/2 of Lot 5, Block 27, Highland Colony, a subdivision of the Town of Ridgeland, Madison County, Mississippi, said tract being conveyed by D. F. McCormack and wife, Alma C. McCormack to John B. Dixon, Jr. by warranty deed recorded in Book 108 at page 158 in the Chancery Clerk's office of Madison County, Mississippi, said 160 by 200 foot lot being described by metes and bounds as follows: Beginning at the northeast corner of Lot 5, Block 27, Highland Colony, a subdivision of the Town of Ridgeland, Mississippi, which subdivision is recorded in Plat Book 1, at page 6, and Land Deed Book 102 at Page 364, in the Chancery Clerk's records of Madison County, Mississippi, and running due south along the east line of Lot 5 for a distance

of 160 feet; thence running north 89 degrees 45 minutes west for a distance of 200 feet; thence running due north for a distance of 160 feet along the east property line of a 40 foot street; thence running south 89 degrees 45 minutes east for a distance of 200 feet to the point of beginning.

ALSO: A right of way easement over, on and across a strip of land 40 feet in width lying west of and adjoining the property above and the property now owned by Teddy D. Jackson and wife, Patsy C. Jackson for the purposes of ingress and egress.

This conveyance is made subject to those restrictive covenants of record in the office of the aforesaid Clerk in Book 235 at page 157.

This conveyance is further made subject to the prior reservation of all oil, gas and minerals in, on and under subject property.

The Grantors herein do further convey unto Grantees any and all right, title and interest they may have in any escrow funds now on deposit with Mid-State Mortgage Company.

Ad valorem taxes for the current year shall be pro-rated as of the date of this instrument.

WITNESS OUR SIGNATURES, this the 14<sup>th</sup> day of December, 1979.

Robert F. Downs, Jr.  
ROBERT F. DOWNS, JR.

Patricia M. Downs  
PATRICIA M. DOWNS

STATE OF MISSISSIPPI  
COUNTY OF HINDS:::

THIS DAY personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid and while within my official jurisdiction, Robert F. Downs, Jr. and Patricia M. Downs, who acknowledged to me that they signed and delivered the above and foregoing Assumption Warranty Deed as their voluntary act and deed and for the purposes therein stated.

14<sup>th</sup> GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the day of December, 1979.



Richard H. Huggins, Jr. (Hawkes)  
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 28 day of December 1979, at 5:00 o'clock a. M., and was duly recorded on the 31 day of DEC 1979, 19 79, Book No 166 on Page 569 in my office.

Witness my hand and seal of office, this the 31 day of DEC 1979, 19 79.

BILLY V. COOPER, Clerk

By N. Wright, D. C.



BOOK 166

PAGE 571

7383

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, PAUL R. PRIDE and wife, NANCY LAWHON PRIDE, do hereby sell, convey and warrant unto DANIEL C. BLOUNT, SR., and wife, LAURA M. BLOUNT, 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 Twelve (12) of Sandalwood Subdivision, Part 1, 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, Mississippi, in Plat Book 5 at Page 35.

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

Grantees assume and agree to pay that certain deed of trust recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Book 394 at Page 25 to Magnolia Federal Savings and Loan Association.

Taxes for the year 1979 have been prorated as of this date, and if for some reason the proration as of this date is incorrect, then the grantors agree to pay to the grantees any deficit on an actual proration and likewise, the grantees agree to pay to grantors any amount over the amount prorated herein.

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

Paul R. Pride  
PAUL R. PRIDE

Nancy Lawhon Pride  
NANCY LAWHON PRIDE

Book 166 Page 572

STATE OF MISSISSIPPI

COUNTY OF HINDS

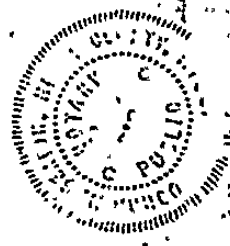
Personally came and appeared before me, the undersigned authority in and for the county and state aforesaid, the within named PAUL R. PRIDE and wife, NANCY LAWHON PRIDE, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 10th day of December, 1979.

William M. Dester  
Notary Public

My Commission Expires:

3-6-80



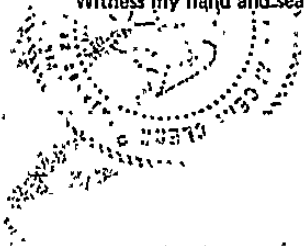
STATE OF MISSISSIPPI, County of Madison:

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 28 day of December, 1979, at 5:00 o'clock PM, and was duly recorded on the DEC 31 day of 1979, 1979, Book No 166 on Page 571 in my office.

Witness my hand and seal of office, this the DEC 31 day of 1979, 1979.

BILLY V. COOPER, Clerk

By N. A. Wright, D. C.



Court met Friday, November 16, 1979, at 9:00 o'clock A. M.  
and were present as follows:

NOV 166 573

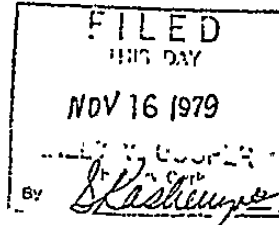
G. M. Case, Presiding Chancellor  
E. G. Cortright, Chancellor  
Virginia Phillips, Court Reporter  
Linda Wilson, Court Reporter  
Billy V. Cooper, Chancery Clerk  
Sandra M. Rasberry, Deputy Chancery Clerk  
R. S. Mizell, Deputy Sheriff

7383

POCV 82 PAT 132

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

JACKSON PRODUCTION CREDIT  
ASSOCIATION AND JIM B. TOHILL,  
SUBSTITUTED TRUSTEE.



PETITIONERS

VS.

NO. 24-211

THOMAS L. JAMES, LOUISE M. JAMES  
AND THE CANTON EXCHANGE BANK AND  
JOHN W. CHRISTOPHER, SUBSTITUTED  
TRUSTEE

RESPONDENTS

ORDER APPOINTING SPECIAL COMMISSIONER  
WITH DIRECTIONS FOR CONDUCTING A FORECLOSURE  
IN EQUITY

There came on for hearing the Amended Petition For Directions For Conducting A Foreclosure In Equity And For The Appointment Of A Special Commissioner and the Answers thereto, the hearing being held in the Copiah County Courthouse, Hazlehurst, Mississippi, pursuant to agreement by the respective counsel representing Petitioner and Respondents and the Court having considered the court file, the arguments of counsel and being fully advised finds as follows:

1. A final decree was entered in this cause on September 25, 1979 in which the Substituted Trustee, under the deed of trust dated December 19, 1968, executed by Louise M. James and Thomas L. James in favor of Jackson Production Credit Association recorded in Book 365 at page 518 in the office of the Chancery Clerk of Madison County, Mississippi was authorized and directed to conduct a foreclosure in equity pursuant to the directions of this Court and with jurisdiction being specifically retained by this Court for the purpose of conducting a foreclosure in equity. The Court further finds that the matters and defenses raised in the answers of the Respondents are not well taken and that a judicial foreclosure should now be held subject to the directions of this Court as specified herein.

Rec. in Book 82 Page 132  
The 16 day of NOV 19 79  
Billy V. Cooper C.C.  
By *[Signature]* D.C.

2. The lands which are encumbered by the deed of trust are described in Exhibit A which is incorporated by reference. Tract 1 and Tract 2(A) as described in Exhibit A each contain approximately 136 acres or a total of 272 acres, more or less. These two tracts have sometimes been referred to as the Weeks place. Tracts 1 and 2(A) are subject to the following prior deeds of trust: (a) a deed of trust dated June 3, 1966 recorded in Book 340 at page 415 of the land records of Madison County, Mississippi, executed by Barger D. Weeks and wife, Jo Ann Weeks, in favor of the Federal Land Bank of New Orleans to secure an indebtedness of \$25,900 repayable in twenty consecutive annual installments, the first being due on December 15, 1966; (b) a deed of trust dated March 28, 1968 recorded in Book 359 at page 15 of the land records of Madison County, Mississippi, executed by Thomas L. James and wife, Louise M. James, in favor of The Federal Land Bank of New Orleans to secure an indebtedness in the amount of \$24,500 repayable in thirty-five consecutive annual installments beginning December 15, 1968.

3. Tract 2(B) and a portion of Tract 2(C) as described in Exhibit A are subject to a deed of trust dated January 29, 1965, filed for record on February 2, 1965 and recorded in Book 323 at page 452 of the land records of Madison County, Mississippi, executed by Thomas L. James and wife, Louise M. James, in favor of The Federal Land Bank of New Orleans to secure an indebtedness of \$21,200 repayable in thirty-five consecutive annual installments beginning December 15, 1965.

4. The Court further finds that it will be in the best interest of the parties that Tract 1 and Tract 2(A) be offered for sale as a single parcel since they are both encumbered by the two prior deeds of trust to the Federal Land Bank and that Tract 2(B) and Tract 2(C) be offered for sale as a single parcel since they are both encumbered by a different and prior deed of trust to The Federal Land Bank and that such offer shall be in addition to the offers of said tracts separately, and as a whole,

subject to the respective deeds of trust. The Court further finds that the sale in such manner will not be in violation of the provisions of Section 888 of the Mississippi Code of 1942 (now Section 89-1-55 of the Mississippi Code of 1972) and Section 111, Mississippi Constitution of 1890 and that in any event these provisions were waived in the deed of trust on which foreclosure is to be held.

5. Jim B. Tohill, the Substituted Trustee under the deed of trust which is the subject of this proceeding, is qualified and is hereby appointed to serve as the Special Commissioner in conducting this foreclosure in equity in accordance with the Court's instructions.

6. The Court instructs and directs the Special Commissioner to conduct the foreclosure in equity as follows:

(a) Notice of the Special Commissioner's sale shall be published in the Madison County Herald for three consecutive weeks, being publication once each week for four weeks preceding the date of sale and a copy of the notice shall be posted at the Madison County Courthouse for said period. The first notice shall be published no later than December 20, 1979 and the sale shall be held on the day after the last publication date or on any other day during the week succeeding the last publication date as may be set forth in the notice of sale. The sale shall be held at the south door of the Madison County Courthouse in Canton, Mississippi within legal hours, being between 11:00 a.m. and 4:00 p.m.

(b) The notice of sale which is attached as Exhibit B and incorporated by reference is hereby approved for publication in the Madison County Herald, a newspaper of general circulation in Madison County, Mississippi.

(c) The Special Commissioner shall conduct the sale as follows:

- (1) Read the notice of sale.
- (2) Announce the balance due under the prior deeds of trust in favor of The Federal Land Bank.

- (3) Tract 1 and Tract 2(A) shall then be offered subject to the deeds of trust in favor of The Federal Land Bank recorded in Book 340 at page 415 and in Book 359 at page 15 in the land records of Madison County, Mississippi. Tract 2(B) and Tract 2(C) shall then be offered subject to the deed of trust in favor of The Federal Land Bank recorded in Book 323 at page 452 in the land records of Madison County, Mississippi.
- (4) Tracts 1, 2(A), 2(B) and 2(C) shall then be offered as separate tracts, subject to the respective deed of trust in favor of The Federal Land Bank as set forth above applicable to each tract or portion thereof.
- (5) Then the Special Commissioner shall offer Tract 1, Tract 2(A), Tract 2(B) and Tract 2(C) as a whole subject to The Federal Land Bank's deeds of trust recorded in Book 340 at page 415, in Book 359 at page 14 and in Book 323 at page 452 in the land records of Madison County, Mississippi.
- (6) The highest bid received as the result of the offerings specified above in subparagraphs (3), (4) and (5) shall control.
- (7) The sale shall be for cash payable to the Special Commissioner at the sale unless the mortgagee, Jackson Production Credit Association, is the successful bidder in which case the excess above its indebtedness including an attorney's fee of 15% shall be payable to the Special Commissioner.
- (8) Out of the proceeds of the sale the Special Commissioner shall first pay the indebtedness, including principal and accrued interest and an attorneys' fee of 15% of the total indebtedness, due and owing to the mortgagee, Jackson Production Credit Association, as of the date of the sale and

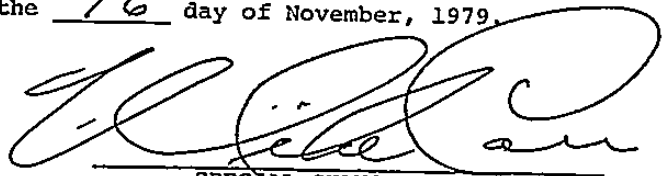
any excess shall be interpled in the Chancery Court of Madison County, Mississippi.

(9) After the sale the Commissioner shall pay any monies received into the registry of the Court and within five days of the sale shall file his report of the sale together with the proposed form of the deed and upon review and confirmation, the Court will authorize execution, deliver and recording of the deed.

(10) The confirmation hearing shall be set in vacation by special order with five days notice to the Respondents herein.

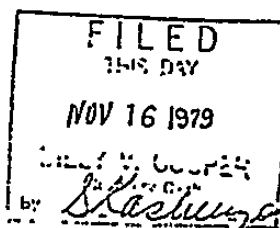
(11) The Special Commissioner's deed shall convey the property or properties to the successful bidder without warranty of title and if the bidder is any party other than Jackson Production Credit Association, then Jackson Production Credit Association shall join in the conveyance and convey to the purchaser any interest which Jackson Production Credit Association presently owns or may acquire in the future by virtue of any pending appeal.

SO ORDERED, this, the 16<sup>th</sup> day of November, 1979.

  
SPECIAL CHANCELLOR

BOOK 166 PAGE 578

BOOK 82 PAGE 137



TRACT 1

A tract of land containing in all 136.0 acres, more or less, and described as beginning at the southwest corner of the NE 1/4, Section 15, and running thence North for 40.0 chains, thence West for 20.0 chains, thence North for 11.75 chains to the center of road, thence running North 60 degrees 05 minutes East for 20.06 chains along said road to the west line fence of the Smith property, thence running South 31 degrees 25 minutes East for 8.93 chains (to a point that is 14.16 chains north of and 2.08 chains east of the northwest corner of the NE 1/4, Section 15), thence South 68 degrees 40 minutes East for 4.02 chains, thence running North 59 degrees 22 minutes East for 4.97 chains, thence North for 15.00 chains to the center of said road, thence North 60 degrees 00 minutes East for 7.30 chains, thence running South to the south line of the NE 1/4, Section 15, thence running West for 16.70 chains to the point of beginning and containing in all 136.0 acres, more or less, and being 66.0 acres in Section 15, and 70.0 acres in Section 10, and all situated in Township 9 North, Range 3 East.

TRACT 2(A)

A tract of land containing in all 136.0 acres, more or less, and described as beginning at a point that is 6.85 chains north of the southeast corner of the SE 1/4 NE 1/4 Section 15, Township 9 North, Range 3 East, and from said point of beginning run thence North for 33.15 chains to the northeast corner of said Section 15, thence running West for 7.0 chains, thence North for 43.42 chains to the approximate center of road, thence running South 60 degrees 00 minutes West for 18.90 chains along said road, thence running South to a point that is 6.85 chains north of the south line of

EXHIBIT A



the NE 1/4, Section 15, thence running East for 23.30 chains to the point of beginning, and containing in all 136.0 acres, more or less, and being 63.0 acres in Section 10, and 73.0 acres in Section 15, and all situated in Township 9 North, Range 3 East.

LESS AND EXCEPT all oil, gas and other minerals in, to and under all of Tract 1, which interest was reserved by Barger D. Weeks and Jo Ann Weeks by deed dated April 1, 1968, recorded in Book 111 at page 21 of the aforesaid records, and also subject to the reservation of all oil, gas and other minerals in, to and under sixty-eight (68) acres off the South end of Tract 2(A), as reserved by C. L. Higgason by deed dated March 21, 1962, and recorded in Book 84 at page 73 of the aforesaid records. ALSO, LESS AND EXCEPT an undivided one-half (1/2) of all oil, gas and other minerals in, to and under sixty-eight (68) acres off the North end of Tract 2(A), which interest was reserved by Barger D. Weeks and Jo Ann Weeks.

TRACT 2(B)

TOWNSHIP 9 NORTH, RANGE 3 EAST:

W 1/2 SW 1/4 of Section 10, lying south and east of Canton and Sharon road; W 1/2 NW 1/4 of Section 15, lying south and east of Canton and Sharon road.

TRACT 2(C)

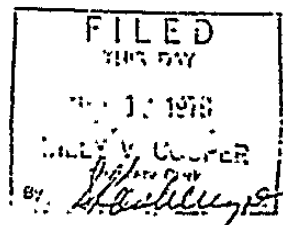
All that part of E 1/2 NW 1/4, and all that part of W 1/2 NE 1/4 lying west of the Illinois Central Railroad; all that part of the SW 1/4 lying west of Illinois Central Railroad and lying east of Canton and Moores Bluff Road, and lying north of an old fence line running east and west a distance of 24.50 chains due south from the north line of said SW 1/4, LESS AND EXCEPT one (1) acre in the southwest corner thereof as conveyed by William Bates and Susan Bates to Amanda Foy by deed dated July 29, 1899, recorded in book KKK at page 171, and ALSO LESS AND EXCEPT seven (7) acres, more or less, as conveyed by William Bates to

Rosa Banks by deed dated December 21, 1923, recorded in book 3 at page 211 and described as follows, to-wit: Beginning at the southeast corner of the lot conveyed to Amanda Foy by deed recorded in book KKK at page 171, and run thence south 35 degrees 30 minutes east for 630 feet, thence north 420 feet, thence west 954 feet to the eastern margin of Moores Bluff Road, thence south 8 degrees 15 minutes east for 159 feet along said road to the northwest corner of said Foy lot, thence north 85 degrees east for 264 feet, thence south 8 degrees 15 minutes east for 246 feet to the point of beginning; ALSO LESS AND EXCEPT 5.4 acres released from the lien of the Deed of Trust recorded in Book 365, at page 518 by instrument recorded in Book 382 at page 526 of the records in the office of the Chancery Clerk of Madison County, Mississippi, and more particularly described as: A parcel of land fronting 252.6 feet on the east side of Mississippi State Highway # 16, containing 5.4 acres, more or less, lying and being situated in the SW 1/4 of Section 6, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as Commencing at the intersection of the east line of said Highway 16 and the north fence line of said James parcel as conveyed by deed recorded in Deed Book 96 at page 106 in the records of the Chancery Clerk, Madison County, Mississippi, said North fence line representing the North line of the SW 1/4 of said Section 6, according to said James deed, and from said commencing point run East along said fence for 1080 feet to a point; thence south 1089 feet to a point on the south fence line of said James property and the point of beginning of the property herein described; thence North for 250 feet to a point; thence West for 958.2 feet to a point on the east line of said highway 16; thence southeasterly along the east line of said highway 16 for 252.6 feet to a point on the south line of said James property; thence east along the south line of said James property for 922 feet to the point of beginning; all in Section 6, Township 9 North, Range 3 East, Madison County, Mississippi; and containing in all 94.6 acres, more or less.

LESS AND EXCEPT an undivided one-half (1/2) interest in and to all oil, gas and other minerals in, on and under the above land, which interest was reserved by Fanny H. Rosenblum.

LESS AND EXCEPT an undivided one-fourth (1/4) interest in and to all of the oil, gas and other minerals in, on and under all of the above described land, as reserved by Meredith B. Hesdorffer by deed dated December 29, 1964, and recorded in book 96 at page 106.

BOOK 166 PAGE 582  
BOOK 82 PAGE 141



NOTICE OF FORECLOSURE SALE

WHEREAS, Thomas L. James and wife, Louise M. James, (a/k/a Louise James), executed and delivered unto C. H. Lee, Trustee, a Deed of Trust dated December 11, 1968, recorded in Deed of Trust Book 365 at page 518 in the office of the Chancery Clerk of Madison County, Mississippi, and by such Deed of Trust conveyed unto C. H. Lee, Trustee, in trust, certain real property therein described, to secure an indebtedness therein described to Jackson Production Credit Association of Jackson, Mississippi; and

WHEREAS, default has been made in the payment of the indebtedness secured by said deed of trust and the Chancery Court of Madison County, Mississippi in Chancery Cause Number 24-211 styled "Thomas L. James and Louise M. James v. Jackson Production Credit Association and Jim B. Tohill, Substituted Trustee," by Final Decree dated September 21, 1979 and recorded in Minute Book 81 at page 630, ordered a foreclosure in equity and by order dated November 16, 1979 entered in said cause appointed Jim B. Tohill as a Special Commissioner with directions for the sale of said property.

NOW, THEREFORE, in consideration of the premises, and under the provisions of and by virtue of the authority conferred upon and vested in me as Special Commissioner under said and order, Final Decree/ I, Jim B. Tohill, will, within legal hours, being between 11:00 o'clock a.m. and 4:00 o'clock p.m. at the south door of the Madison County Courthouse at Canton, Mississippi, on Friday, December 7, 1979, offer for sale, and sell at public auction to the highest bidder for cash, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

EX-100-10

TRACT 1

A tract of land containing in all 136.0 acres, more or less, and described as beginning at the southwest corner of the NE 1/4, Section 15, and running thence North for 40.0 chains, thence West for 20.0 chains, thence North for 11.75 chains to the center of road, thence running North 60 degrees 05 minutes East for 20.06 chains along said road to the west line fence of the Smith property, thence running South 31 degrees 25 minutes East for 8.93 chains (to a point that is 14.16 chains north of and 2.08 chains east of the northwest corner of the NE 1/4, Section 15), thence South 68 degrees 40 minutes East for 4.02 chains, thence running North 59 degrees 22 minutes East for 4.97 chains, thence North for 15.00 chains to the center of said road, thence North 60 degrees 00 minutes East for 7.30 chains, thence running South to the south line of the NE 1/4, Section 15, thence running West for 16.70 chains to the point of beginning and containing in all 136.0 acres, more or less, and being 66.0 acres in Section 15, and 70.0 acres in Section 10, and all situated in Township 9 North, Range 3 East.

TRACT 2(A)

A tract of land containing in all 136.0 acres, more or less, and described as beginning at a point that is 6.85 chains north of the southeast corner of the SE 1/4 NE 1/4 Section 15, Township 9 North, Range 3 East, and from said point of beginning run thence North for 33.15 chains to the northeast corner of said Section 15, thence running West for 7.0 chains, thence North for 43.42 chains to the approximate center of road, thence running South 60 degrees 00 minutes West for 18.90 chains along said road, thence running South to a point that is 6.85 chains north of the south line of

the NE 1/4, Section 15, thence running East for 23.30 chains to the point of beginning, and containing in all 136.0 acres, more or less, and being 63.0 acres in Section 10, and 73.0 acres in Section 15, and all situated in Township 9 North, Range 3 East.

LESS AND EXCEPT all oil, gas and other minerals in, to and under all of Tract 1, which interest was reserved by Barger D. Weeks and Jo Ann Weeks by deed dated April 1, 1968, recorded in Book 111 at page 21 of the aforesaid records, and also subject to the reservation of all oil, gas and other minerals in, to and under sixty-eight (68) acres off the South end of Tract 2(A), as reserved by C. L. Higgason by deed dated March 21, 1962, and recorded in Book 84 at page 73 of the aforesaid records. ALSO, LESS AND EXCEPT an undivided one-half (1/2) of all oil, gas and other minerals in, to and under sixty-eight (68) acres off the North end of Tract 2(A), which interest was reserved by Barger D. Weeks and Jo Ann Weeks.

TRACT 2(B)

TOWNSHIP 9 NORTH, RANGE 3 EAST:

W 1/2 SW 1/4 of Section 10, lying south and east of Canton and Sharon road; W 1/2 NW 1/4 of Section 15, lying south and east of Canton and Sharon road.

TRACT 2(C)

All that part of E 1/2 NW 1/4, and all that part of W 1/2 NE 1/4 lying west of the Illinois Central Railroad; all that part of the SW 1/4 lying west of Illinois Central Railroad and lying east of Canton and Moores Bluff Road, and lying north of an old fence line running east and west a distance of 24.50 chains due south from the north line of said SW 1/4, LESS AND EXCEPT one (1) acre in the southwest corner thereof as conveyed by William Bates and Susan Bates to Amanda Foy by deed dated July 29, 1899, recorded in book XXX at page 171, and ALSO LESS AND EXCEPT seven (7) acres, more or less, as conveyed by William Bates to

Rosa Banks by deed dated December 21, 1923, recorded in book 3 at page 211 and described as follows, to-wit: Beginning at the southeast corner of the lot conveyed to Amanda Foy by deed. recorded in book KKK at page 171, and run thence south 85 degrees 30 minutes east for 630 feet, thence north 420 feet, thence west 954 feet to the eastern margin of Moores Bluff Road, thence south 8 degrees 15 minutes east for 159 feet along said road to the northwest corner of said Foy lot, thence north 85 degrees east for 264 feet, thence south 8 degrees 15 minutes east for 246 feet to the point of beginning; ALSO LESS AND EXCEPT 5.4 acres released from the lien of the Deed of Trust recorded in Book 365, at page 518 by instrument recorded in Book 382 at page 526 of the records in the office of the Chancery Clerk of Madison County, Mississippi, and more particularly described as: A parcel of land fronting 252.6 feet on the east side of Mississippi State Highway # 16, containing 5.4 acres, more or less, lying and being situated in the SW 1/4 of Section 6, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as Commencing at the intersection of the east line of said Highway 16 and the north fence line of said James parcel as conveyed by deed recorded in Deed Book 96 at page 106 in the records of the Chancery Clerk, Madison County, Mississippi, said North fence line representing the North line of the SW 1/4 of said Section 6, according to said James deed, and from said commencing point run East along said fence for 1080 feet to a point; thence south 1089 feet to a point on the south fence line of said James property and the point of beginning of the property herein described; thence North for 250 feet to a point; thence West for 958.2 feet to a point on the east line of said highway 16; thence southeasterly along the east line of said highway 16 for 252.6 feet to a point on the south line of said James property; thence east along the south line of said James property for 922 feet to the point of beginning; all in Section 6, Township 9 North, Range 3 East, Madison County, Mississippi; and containing in all 94.6 acres, more or less.

LESS AND EXCEPT an undivided one-half (1/2) interest in and to all oil, gas and other minerals in, on and under the above land, which interest was reserved by Fanny H. Rosenblum.

LESS AND EXCEPT an undivided one-fourth (1/4) interest in and to all of the oil, gas and other minerals in, on and under all of the above described land, as reserved by Meredith B. Hesdorffer by deed dated December 29, 1964, and recorded in Book 96 at page 106.

Tract 1 and the property described in Tract 2(A) will be sold subject to (1) that certain Deed of Trust executed by Barger D. Weeks and Jo Ann Weeks to Nelson Cauthen, Trustee for the benefit of the Federal Land Bank of New Orleans dated June 3, 1966, and filed for record in Book 340 at page 415, and (2) that certain Deed of Trust executed by Thomas L. James and Louise M. James to Luther S. Gilmer, Trustee for the benefit of the Federal Land Bank of New Orleans, dated March 28, 1968, and filed for record in Book 359 at page 15.

Tract 2(B) and a portion of Tract 2(C) will be sold subject to that certain Deed of Trust executed by Thomas L. James and Louise M. James to Joe R. Fancher, Jr., Trustee for the benefit of the Federal Land Bank of New Orleans dated January 29, 1965, and filed for record in Book 323 at page 452.

I will convey only such title as is vested in me as Special Commissioner.

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

JIM B. TOHILL, SPECIAL COMMISSIONER

Watkins Pyle Ludlam Winter & Stennis  
Attorneys at Law  
2000 Deposit Guaranty Plaza  
Post Office Box 427  
Jackson, Mississippi 39205

State of Mississippi County of Madison

I, Billy V. Cooper, Clerk of the Chancery Court in and for the county and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of \_\_\_\_\_, fully and completely as same appears and remains of record in Book 82, Page 132 or Case No. 28211 thereof of the records now on file in my office.

Given under my hand and seal of office this the 28 day of Dec 1979 BILLY V. COOPER, Chancery Clerk

By [Signature] D. D.

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 December, 1979, at 9:00 o'clock A.M., and was duly recorded on the 28 day of DEC 31 1979, 19\_\_\_\_, Book No. 166 on Page 523 in my office.

Witness my hand and seal of office, this the \_\_\_\_\_ of DEC 31 1979, 19\_\_\_\_.

BILLY V. COOPER, Clerk

By [Signature] D. C.

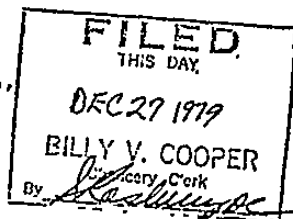


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BOOK 166 PAGE 587  
IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI 7394

JACKSON PRODUCTION CREDIT  
ASSOCIATION AND JIM B. TOHILL,  
SUBSTITUTED TRUSTEE.

VS.

THOMAS L. JAMES, LOUISE M. JAMES  
AND THE CANTON EXCHANGE BANK AND  
JOHN W. CHRISTOPHER, SUBSTITUTED  
TRUSTEE



PETITIONERS

NO. 24-211

RESPONDENTS

REPORT OF SPECIAL COMMISSIONER AND  
PETITION TO CONFIRM SALE

COMES NOW Jim B. Tohill, Special Commissioner, and makes this report of sale pursuant to Mississippi Code Annotated § 11-5-103 (1972), petitioning this Court for an order confirming the foreclosure in equity held pursuant to order of this Court filed November 16, 1979, and recorded in Minute Book 82 at Page 132, and in support thereof shows unto the Court the following facts, to-wit:

1. A notice of Special Commissioner's sale was published in the Madison County Herald, a newspaper of general circulation published in Madison County, Mississippi, for three consecutive weeks, such notices appearing on November 20, December 6, 13 and 20, 1979, and a copy of the notice was posted at the Madison County Courthouse for said period. A certified proof of publication is attached as Exhibit "A" and is incorporated by reference.

2. The sale commenced at 11:15 a.m. on December 21, 1979 at the south door of the Madison County Courthouse at Canton, Mississippi at which time Petitioner read the notice of sale and announced the balance due under the prior deeds of trust in favor of The Federal Land Bank of New Orleans.

3. Tract 1 and Tract 2(A) were then offered subject to the deeds of trust in favor of The Federal Land Bank recorded in

Book 340 at Page 415 and in Book 359 at Page 15 in the land records of Madison County, Mississippi. No bids were made for this offering.

4. Tract 2(B) and Tract 2(C) were then offered subject to the deed of trust in favor of The Federal Land Bank recorded in Book 323 at Page 452 in the land records of Madison County, Mississippi. No bids were made for this offering.

5. Tracts 1, 2(A), 2(B) and 2(C) were then offered as separate tracts, subject to the respective deeds of trust in favor of The Federal Land Bank as set forth above applicable to each tract or portion thereof. No bids were made for Tracts 1 and 2(C) offered separately. Milton Case bid \$58,000.00 for Tract 2(A) and \$45,000.00 for Tract 2(B). The aggregate bid for the parcels offered separately totals \$103,000.00.

6. Tract 1, Tract 2(A), Tract 2(B) and Tract 2(C) were then offered as a whole subject to The Federal Land Bank's deeds of trust recorded in Book 340 at Page 415, in Book 359 at Page 14 and in Book 323 at Page 452 in the land records of Madison County, Mississippi. Jackson Production Credit Association of Jackson, Mississippi bid \$329,359.37 for the parcels offered as a whole.

7. The highest bid received as a result of the offerings specified above was made by Jackson Production Credit Association of Jackson, Mississippi and it was declared the purchaser of the properties described in the notice of sale.

8. There being no excess monies bid above the indebtedness to Jackson Production Credit Association, Petitioner has no proceeds in his possession which are payable into the registry of this Court.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that this Court will set this confirmation for hearing in vacation and will issue its Fiat to the clerk directing that process be issued to the Respondents Thomas L. James and Louise M. James

giving notice of a hearing on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_.m. in the Chancery Court of Madison County and also that the Court will issue its Fiat to the clerk directing that process be issued to the Respondent The Canton Exchange Bank giving notice of such hearing to which date process shall be returnable, and to show cause why the requested relief should not be granted, answer under oath being waived, and that upon a hearing the Court will enter its order granting the following relief:

1. Authorizing Jim B. Tohill as Special Commissioner to execute, deliver and record the Special Commissioner's deed to Jackson Production Credit Association, Jackson, Mississippi substantially in the form attached hereto as Exhibit "B" and incorporated herein by reference.
2. Confirming the foreclosure in equity and declare Jackson Production Credit Association of Jackson, Mississippi, the owner of the properties described in the Special Commissioner's Deed as against T. L. James and wife, Louise M. James, their heirs, assigns and present representatives, and anyone claiming by, through or under them or any one of them.
3. Discharging Jim B. Tohill as Special Commissioner and dissolving his commission upon recordation of the Special Commissioner's Deed.

And Petitioner prays for general relief.

Respectfully submitted this, the 26<sup>th</sup> day of December, 1979.

*Jim B. Tohill* Special Commissioner  
JIM B. TOHILL  
SPECIAL COMMISSIONER

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for the

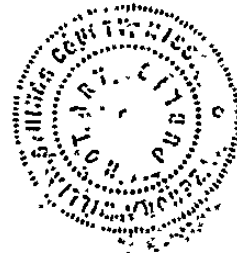
said County and State, the within named JIM B. TOHILL, who states on oath that the matters and facts contained in the foregoing Report of Special Commissioner and Petition to Confirm Sale are true and correct as therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the 26<sup>th</sup> day of December, 1979.

*Benjamin L. Blum*  
NOTARY PUBLIC

My Commission Expires:

9-14-80

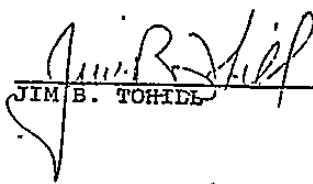


Watkins Pyle Ludlam Winter & Stennis  
2000 Deposit Guaranty Plaza  
Post Office Box 427  
Jackson, Mississippi 39205  
(601)354-3456

BOOK 166 PAGE 591  
CERTIFICATE OF SERVICE

I, Jim B. Tohill, do hereby certify that I have this day mailed by United States Mail, postage prepaid, a true and correct copy of the foregoing Report of Special Commissioner And Petition To Confirm Sale to Honorable C. R. Montgomery, 360 North Liberty, Canton, Mississippi, 39046, and to Honorable John W. Christopher, 129 E. Peace Street, Canton, Mississippi, 39046.

This, the 26th day of December, 1979.

  
JIM B. TOHILL

MADISON COUNTY HERALD  
PROOF OF PUBLICATIONFILED  
THIS DAY

DEC 27, 1979

BILLY V. COOPER

By *[Signature]*

PASTE PROOF HERE

NOTICE OF FORECLOSURE  
SALE

WHEREAS, Thomas L. James and wife Louise M. James, (aka Louise James), executed and delivered unto C. H. Lee, Trustee, a Deed of Trust dated December 11, 1968, recorded in Deed of Trust Book 365 at page 518 in the office of the Chancery Clerk of Madison County, Mississippi, and by such Deed of Trust conveyed unto C. H. Lee, Trustee, in trust, certain real property therein described; to secure an indebtedness therein described to Jackson Production Credit Association of Jackson, Mississippi; and

WHEREAS, default has been made in the payment of the indebtedness secured by said deed of trust and the Chancery Court of Madison County, Mississippi in Chancery Cause Number 24-211 styled "Thomas L. James and Louise M. James v. Jackson Production Credit Association and Jim B. Tonill, Substituted Trustee," by Final Decree dated September 21, 1979 and recorded in Minute Book 81 at page 430, ordered a foreclosure in equity and by order dated November 16, 1979 entered in said cause in Minute Book 82 at Page 132, appointed Jim B. Tonill as a Special Commissioner with directions for the sale of said property.

NOW, THEREFORE, in consideration of the premises, and under the provisions of and by virtue of the authority conferred upon and vested in me as Special Commissioner under said Final Decree and order, I Jim B. Tonill, will, within legal hours, being between 11:00 o'clock a.m. and 4:00 o'clock p.m., at the south door of the Madison County Courthouse at Canton, Mississippi, on Friday, December 21, 1979, offer for sale, and sell at public auction to the highest bidder for cash, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

## TRACT 1

A tract of land containing in all 134.0 acres, more or less, and described as beginning at the southwest corner of the NE 1/4, Section 15, and running thence North for 40.0 chains; thence West for 20.0 chains; thence North for 11.73 chains to the center of road; thence running North 60 degrees 05 minutes East for 20.04 chains along said road to the west line fence of the Smith property; thence running south 31 degrees 25 minutes East for 8.93 chains (to a point) thence 14.16 chains north of and 2.08 chains east of the northwest corner of the NE 1/4, Section 15; thence South 68 degrees 40 minutes East for 4.02 chains; thence running North 59 degrees 22 minutes East for 4.97 chains; thence North for 15.00 chains to the center of said road; thence North 60 degrees 00 minutes East for 7.30 chains; thence running South to the south line of the NE 1/4, Section 15; thence running West for 14.70 chains to the point of beginning and containing in all 134.0 acres, more or less, and being 64.0 acres in Section 15, and 70.0 acres in Section 10, and all situated in Township 9 North, Range 3 East.

## TRACT 2 (A)

A tract of land containing in all 134.0 acres, more or less, and described as beginning at a point that is 4.85 chains north of the southeast corner of the SE 1/4 NE 1/4 Section 15, Township 9 North, Range 3 East, and from said point of beginning run thence North for 31.15 chains to the northeast corner of said Section 15; thence running West for 7.0 chains; thence North for 4.2 chains to the approximate center of road; thence running south 40 degrees 00 minutes West for 18.90 chains along said road; thence running South to a point that is 4.85 chains north of the south line of the NE 1/4, Section 15.

THE STATE OF MISSISSIPPI,  
MADISON COUNTY.

Personally appeared before me,

*Eugene A. Williams*  
a Notary Public in and for Madison County, Mississippi, GARY ANDREWS, who being duly sworn says that he is the Publisher of the MADISON COUNTY HERALD, and that said is a newspaper within the meaning of the statute, published weekly in Canton, Madison County, Mississippi, and having a general circulation in the City of Canton and Madison County, Mississippi, and that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper, 4 times as follows:

VOL. 87 NO. 49 DATE Nov. 21 1979VOL. 87 NO. 49 DATE Dec. 6 1979VOL. 87 NO. 50 DATE Dec. 12 1979VOL. 87 NO. 51 DATE Dec. 20 1979

VOL. \_\_\_\_\_ NO. \_\_\_\_\_ DATE \_\_\_\_\_ 19 \_\_\_\_\_

Number Words 1673Published 4 TimesPrinter's Fee \$ 250.95Making Proof \$ 1.00Total \$ 251.95

Affiant further states that said newspaper has been established for at least twelve months next prior to the first publication of said notice.

(Signed) *[Signature]* PublisherSworn to and subscribed before me this 20Day of December 1979

*Eugene A. Williams*  
Notary Public

My Commission Expires May 27, 1983

EXHIBIT "A"

WHEREAS, Thomas L. James and wife Louise M. James, (a.k.a. Louise James.), executed and delivered unto C. H. Lee, Trustee, a Deed of Trust dated December 11, 1968, recorded in the office of the Chancery Clerk of Madison County, Mississippi, and by such Deed of Trust conveyed unto C. H. Lee, Trustee, in trust, certain real property therein described, to secure an indebtedness therein described to Jackson Production Credit Association of Jackson, Mississippi; and

WHEREAS, default has been made in the payment of the indebtedness secured by said deed of trust and the Chancery Court of Madison County, Mississippi in Chancery Cause Number 24-211 styled "Thomas L. James and Louise M. James - v. Jackson Production Credit Association and Jim B. Tonill, Substituted Trustee," by Final Decree dated September 21, 1979 and recorded in Minute Book 81 at page 630, ordered a foreclosure in equity and by order dated November 16, 1979 entered in said cause in Minute Book 82 at Page 122 appointed Jim B. Tonill as a Special Commissioner with directions for the sale of said property.

NOW, THEREFORE, in consideration of the premises, and under the provisions of and by virtue of the authority conferred upon and vested in me as Special Commissioner under said Final Decree and order, I Jim B. Tonill, will, within legal hours, being between 11:00 o'clock a.m. and 4:00 o'clock p.m. at the south door of the Madison County Courthouse at Canton, Mississippi, on Friday, December 21, 1979, offer for sale, and sell at public auction to the highest bidder for cash, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

**TRACT 1**

A tract of land containing in all 134.0 acres, more or less, and described as beginning at the southwest corner of the NE 1/4, Section 15, and running thence North for 40.0 chains, thence West for 20.0 chains, thence North for 11.75 chains to the center of road, thence running North 68 degrees 05 minutes East for 20.06 chains along said road to the west line fence of the Smith property, thence running south 31 degrees 25 minutes East for 8.93 chains (to a point) that is 14.14 chains north of and 2.08 chains east of the northwest corner of the NE 1/4, Section 15, thence South 44 degrees 40 minutes East for 4.02 chains, thence running North 59 degrees 22 minutes East for 4.97 chains, thence North for 15.00 chains to the center of said road, thence North 60 degrees 00 minutes East for 7.30 chains, thence running South to the south line of the NE 1/4, Section 15, thence running West for 16.70 chains to the point of beginning, and containing in all 134.0 acres, more or less, and being 64.0 acres in Section 15, and 70.0 acres in Section 10, and all situated in Township 9 North, Range 3 East.

**TRACT 2(A)**

A tract of land containing in all 134.0 acres, more or less, and described as beginning at a point that is 4.85 chains north of the southeast corner of the SE 1/4 NE 1/4 Section 15, Township 9 North, Range 3 East, and from said point of beginning run thence North for 23.15 chains to the northeast corner of said Section 15, thence running West for 7.0 chains, thence North for 47.20 chains to the approximate center of road, thence running south 40 degrees 00 minutes West for 18.90 chains along said road, thence running South to a point that is 4.85 chains north of the south line of the NE 1/4, Section 15, thence running East for 23.30 chains to the point of beginning, and containing in all 134.0 acres, more or less, and being 43.0 acres in Section 10, and 23.0 acres in Section 15, and all situated in Township 9 North, Range 3 East.

LESS AND EXCEPT all oil, gas and other minerals in, to and under all of Tract 1, which interest was reserved by Barger D. Weeks and Jo Ann Weeks by deed dated April 1, 1968, recorded in Book 111 at page 21 of the aforesaid records, and also subject to the reservation of all oil, gas and other minerals in, to and under sixty-eight (68) acres off the South end of Tract 2(A), as reserved by C. L. Higdon by deed dated March 21, 1942, and recorded in Book 84 at page 73 of the aforesaid records. ALSO, LESS AND EXCEPT an undivided one-half (1/2) of all oil, gas and other minerals in, to and under sixty-eight (68) acres off the North end of Tract 2(A), which interest was reserved by Barger D. Weeks and Jo Ann Weeks.

**TRACT 2(B)**

TOWNSHIP 9 NORTH, RANGE 3 EAST: W 1/2 SW 1/4 of Section 10, lying south and east of Canton and Sharon road; W 1/2 NW 1/4 of Section 10, lying south and east of Canton and Sharon road.

**TRACT 2(C)**

All that part of E 1/2 NW 1/4, and all that part of W 1/2 NE 1/4 lying west of the Illinois Central Railroad; all that part of the SW 1/4 lying west of Illinois Central Railroad and lying east of Canton and Moores Bluff Road, and lying north of an old fence line running east and west a distance of 24.50 chains due south from the north line of said SW 1/4. LESS AND EXCEPT one (1) acre in the southwest corner thereof as conveyed by William Bates and Susan Bates to Amanda Foy by deed dated July 29, 1899, recorded in book KKK at page 171, and ALSO LESS AND EXCEPT seven (7) acres, more or

Public in and for Madison County, Mississippi, GARY ANDREWS, who being duly sworn, says that he is the Publisher of the MADISON COUNTY HERALD, and that such is a newspaper within the meaning of the statute, published weekly in Canton, Madison County, Mississippi, and having a general circulation in the City of Canton and Madison County, Mississippi, and that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper, 4 times as follows.

VOL. 87 NO. 43 DATE Jan. 29 1979  
VOL. 87 NO. 49 DATE Dec. 6 1979  
VOL. 87 NO. 50 DATE Dec. 12 1979  
VOL. 87 NO. 51 DATE Dec. 20 1979  
VOL. NO. DATE 19

Number Words 1673

Published 4 Times

Printer's Fee \$ 250.95

Making Proof \$ 1.00

Total \$ 251.95

Attent further states that said newspaper has been established for at least twelve months next prior to the first publication of said notice.

(Signed) Publisher

Sworn to and subscribed before me this 29th

day of December 1979

Legalist D. L. L. Notary Public

My Commission Expires May 27, 1983

beginning run thence North for 31.15 chains to the northeast corner of said Section 15, thence running West for 70 chains, thence North for 47.42 chains to the approximate center of road, thence running south 60 degrees 00 minutes West for 18.90 chains along said road, thence running South to a point that is 6.85 chains north of the south line of the NE 1/4, Section 15, thence running East for 23.20 chains to the point of beginning, and containing in all 136.0 acres, more or less, and being 63.0 acres in Section 10, and 73.0 acres in Section 15, and all situated in Township 9 North, Range 3 East; LESS AND EXCEPT all oil, gas and other minerals in, to and under all of Tract 1, which interest was reserved by Barger D. Weeks and Jo Ann Weeks by deed dated April 1, 1966, recorded in Book 111 at page 21 of the aforesaid records, and also subject to the reservation of all oil, gas and other minerals in, to and under sixty-eight (68) acres off the South end of Tract 2(A), as reserved by C. L. Higginson by deed dated March 21, 1962, and recorded in Book 84 at page 73 of the aforesaid records, ALSO, LESS AND EXCEPT an undivided one-half (1/2) of all oil, gas and other minerals in, to and under sixty-eight (68) acres off the North end of Tract 2(A), which interest was reserved by Barger D. Weeks and Jo Ann Weeks.

TRACT 2(B):  
TOWNSHIP 9 NORTH, RANGE 3 EAST:  
W 1/2 SW 1/4 of Section 10, lying south and east of Cannon and Sharon road; W 1/2 NW 1/4 of Section 10, lying south and east of Cannon and Sharon road.

TRACT 2(C):  
All that part of E 1/2 NW 1/4, and all that part of W 1/2 NE 1/4 lying west of the Illinois Central Railroad; all that part of the SW 1/4 lying west of Illinois Central Railroad and lying east of Cannon and Moores Bluff Road, and lying north of an old fence line running east and west a distance of 24.50 chains due south from the north line of said SW 1/4, LESS AND EXCEPT one (1) acre in the southwest corner thereof as conveyed by William Bates and Susan Bates to Amanda Foy by deed dated July 29, 1899, recorded in book KKK at page 171, and ALSO LESS AND EXCEPT seven (7) acres, more or less, as conveyed by William Bates to Rosa Banks by deed dated December 21, 1921, recorded in book 3 at page 211 and described as follows: to-wit: Beginning at the southeast corner of the lot conveyed to Amanda Foy by deed recorded in book KKK at page 171, and run thence south 85 degrees 30 minutes east for 420 feet, thence north 420 feet, thence west 954 feet to the eastern margin of Moores Bluff Road, thence south 8 degrees 15 minutes east for 139 feet along said road to the northwest corner of said Foy lot, thence north 85 degrees east for 254 feet, thence south 8 degrees 15 minutes east for 244 feet to the point of beginning; ALSO LESS AND EXCEPT 5.4 acres released from the lien of the Deed of Trust recorded in Book 365, at page 518 by instrument recorded in Book 382 at page 326 of the records in the office of the Chancery Clerk of Madison County, Mississippi, and more particularly described as: A parcel of land fronting 252.6 feet on the east side of Mississippi State Highway No. 16, containing 5.4 acres, more or less, lying and being situated in the SW 1/4 of Section 4 Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as: Commencing at the intersection of the east line of said Highway 16 and the north fence line of said James parcel as conveyed by deed recorded in Deed Book 96 at page 106 in the records of the Chancery Clerk, Madison County, Mississippi, said North fence line representing the North line of the SW 1/4 of said section 4, according to said James deed, and from said commencing point run East along said fence for 1060 feet to a point; thence south 1069 feet to a point on the south fence line of said James property and the point of beginning of the property herein described; thence North for 250 feet to a point; thence West for 758.2 feet to a point on the east line of said Highway 16; thence southeasterly along the east line of said Highway 16 for 252.6 feet to a point on the south line of said James property; thence east along the south line of said James property for 722 feet to the point of beginning; all in Section 4, Township 9 North, Range 3 East, Madison County, Mississippi, and containing in all 94.6 acres, more or less.

LESS AND EXCEPT an undivided one-half (1/2) interest in and to all oil, gas and other minerals in, on and under the above land, which interest was reserved by Fanny H. Rosenblum.

LESS AND EXCEPT an undivided one-fourth (1/4) interest in and to all of the oil, gas and other minerals in, on and under all of the above described land, as reserved by Meredith S. Hesdorffer by deed dated December 29, 1964, and recorded in Book 96 at page 106.

Tract 1 and the property described in Tract 2(A) will be sold subject to (1) that certain Deed of Trust executed by Barger D. Weeks and Jo Ann Weeks to Nelson Caumen, Trustee for the benefit of The Federal Land Bank of New Orleans dated June 3, 1964, and filed for record in Book 240 at page 413, and (2) that certain Deed of Trust executed by Thomas L. James and Louise M. James to Luther S. Gilmer, Trustee for the benefit of The Federal



as released from the list of the Deed of Trust recorded in Book 345, at page 518 by instrument recorded in Book 342 at page 14 of the records in the office of the Chancery of Madison County, Mississippi, and more particularly described as: A parcel of land fronting 252.6 feet on the east side of Mississippi State Highway No. 16, containing 5.4 acres, more or less, lying and being situated in the SW 1/4 of Section 6, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as commencing at the intersection of the east line of said Highway 16 and the north fence line of said James parcel as conveyed by deed recorded in Deed Book 96 at page 106 in the

records of the Chancery Clerk, Madison County, Mississippi, said North fence line representing the North line of the SW 1/4 of said section 6, according to said James deed, and from said commencing point run East along said fence for 1080 feet to a point; thence south 1080 feet to a point on the south fence line of said James property and the point of beginning of the property herein described; thence North for 250 feet to a point; thence West for 958.2 feet to a point on the east line of said Highway 16; thence southeasterly along the east line of said Highway 16 for 252.6 feet to a point on the south line of said James parcel; thence east along the south line of said James property for 922 feet to the point of beginning, all in Section 6, Township 9 North, Range 3 East, Madison County, Mississippi, and containing in all 94.6 acres, more or less.

LESS AND EXCEPT an undivided one-half (1/2) interest in and to all oil, gas and other minerals in, on and under the above land, which interest was reserved by Fanny H. Rosenblum.

LESS AND EXCEPT an undivided one-fourth (1/4) interest in and to all of the oil, gas and other minerals in, on and under all of the above described land, as reserved by Meredith B. Hesdorffer by deed dated December 29, 1964, and recorded in Book 96 at page 104.

Tract 1 and the property described in Tract 2(A) will be sold subject to (1) that certain Deed of Trust executed by Banger D. Weeks and Jo Ann Weeks to Nelson Cauthen, Trustee for the benefit of The Federal Land Bank of New Orleans dated June 3, 1966, and filed for record in Book 340 at page 415, and (2) that certain Deed of Trust executed by Thomas L. James and Louise M. James to Luther S. Gilmer, Trustee for the benefit of The Federal Land Bank of New Orleans, dated March 28, 1965, and filed for record in Book 339 at page 15.

Tract 2(B) and a portion of Tract 2(C) will be sold subject to that certain Deed of Trust executed by Thomas L. James and Louise M. James (also known as Louise Morgan James) to Joe R. Fancher, Jr., Trustee for the benefit of The Federal Land Bank of New Orleans dated January 29, 1965, and filed for record in Book 323 at page 452.

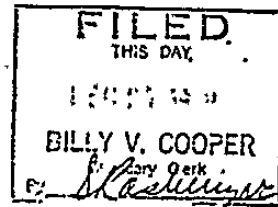
I will convey only such title as is vested in me as Special Commissioner.

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

JIM B. TONILL, SPECIAL COMMISSIONER

Watkins, Pytle Ludlum Winter & Stennis  
Attorneys at Law  
2000 Deposit Guaranty Plaza  
Post Office Box 427  
Jackson, Miss 39205

November 29 and December 6, 13 and 20, 1979

SPECIAL COMMISSIONER'S DEED

WHEREAS, on December 11, 1968, Thomas L. James and wife, Louise M. James (a/k/a Louise James) executed a Deed of Trust to C. H. Lee, Trustee, for the benefit of Jackson Production Credit Association of Jackson, Mississippi, which Deed of Trust is recorded in Book 365 at Page 518, in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, default having been made in the payment of the indebtedness secured by said Deed of Trust and the Chancery Court of Madison County, Mississippi, in Chancery Cause Number 24-211 styled "Thomas L. James and Louise M. James v. Jackson Production Credit Association and Jim B. Tohill, Substituted Trustee," by Final Decree dated September 21, 1979 and recorded in Minute Book 81 at Page 630, ordered a foreclosure in equity and by Order dated November 16, 1979, entered in said cause in Minute Book 82 at Page 132 appointed Jim B. Tohill as a Special Commissioner with directions for the sale of said property, I did on the 21st day of December, 1979, during legal hours, being between the hours of 11:00 a.m. and 4:00 p.m., at the south door of the County Courthouse of Madison County at Canton, Mississippi, offer for sale at public auction and sell to the highest and best bidder, for cash, according to the above referenced order, the following described land and property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

EXHIBIT "B"

TRACT 1

A tract of land containing in all 136.0 acres, more or less, and described as beginning at the southwest corner of the NE 1/4, Section 15, and running thence North for 40.0 chains, thence West for 20.0 chains, thence North for 11.75 chains to the center of road, thence running North 60 degrees 05 minutes East for 20.06 chains along said road to the west line fence of the Smith property, thence running South 31 degrees 25 minutes East for 8.93 chains (to a point that is 14.16 chains north of and 2.08 chains east of the northwest corner of the NE 1/4, Section 15), thence South 68 degrees 40 minutes East for 4.02 chains, thence running North 59 degrees 22 minutes East for 4.97 chains, thence North for 15.00 chains to the center of said road, thence North 60 degrees 00 minutes East for 7.30 chains, thence running South to the south line of the NE 1/4, Section 15, thence running West for 16.70 chains to the point of beginning and containing in all 136.0 acres, more or less, and being 66.0 acres in Section 15, and 70.0 acres in Section 10, and all situated in Township 9 North, Range 3 East.

TRACT 2(A)

A tract of land containing in all 136.0 acres, more or less, and described as beginning at a point that is 6.95 chains north of the southeast corner of the SE 1/4 NE 1/4 Section 15, Township 9 North, Range 3 East, and from said point of beginning run thence North for 33.15 chains to the northeast corner of said Section 15, thence running West for 7.0 chains, thence North for 43.42 chains to the approximate center of road, thence running South 60 degrees 00 minutes West for 12.90 chains along said road, thence running South to a point that is 6.35 chains north of the south line of .

the NE 1/4, Section 15, thence running East for 23.30 chains to the point of beginning, and containing in all 136.0 acres, more or less, and being 63.0 acres in Section 10, and 73.0 acres in Section 15, and all situated in Township 9 North, Range 3 East.

LESS AND EXCEPT all oil, gas and other minerals in, to and under all of Tract 1, which interest was reserved by Barger D. Weeks and Jo Ann Weeks by deed dated April 1, 1968, recorded in Book 111 at page 21 of the aforesaid records, and also subject to the reservation of all oil, gas and other minerals in, to and under sixty-eight (68) acres off the South end of Tract 2(A), as reserved by C. L. Higginson by deed dated March 21, 1962, and recorded in Book 84 at page 73 of the aforesaid records. ALSO, LESS AND EXCEPT an undivided one-half (1/2) of all oil, gas and other minerals in, to and under sixty-eight (68) acres off the North end of Tract 2(A), which interest was reserved by Barger D. Weeks and Jo Ann Weeks.

#### TRACT 2(B)

TOWNSHIP 9 NORTH, RANGE 3 EAST:

W 1/2 SW 1/4 of Section 10, lying south and east of Canton and Sharon road; W 1/2 NW 1/4 of Section 15, lying south and east of Canton and Sharon road.

#### TRACT 2(C)

All that part of E 1/2 NW 1/4, and all that part of W 1/2 NE 1/4 lying west of the Illinois Central Railroad; all that part of the SW 1/4 lying west of Illinois Central Railroad and lying east of Canton and Moores Bluff Road, and lying north of an old fence line running east and west a distance of 24.30 chains due south from the north line of said SW 1/4, LESS AND EXCEPT one (1) acre in the southwest corner thereof as conveyed by William Bates and Susan Bates to Amanda Foy by deed dated July 29, 1899, recorded in book KKK at page 171, and ALSO LESS AND EXCEPT seven (7) acres, more or less, as conveyed by William Bates to

Rosa Banks by deed dated December 21, 1923, recorded in Book 3 at page 211 and described as follows, to-wit: Beginning at the southeast corner of the lot conveyed to Amanda Foy by deed recorded in book XXX at page 171, and run thence south 35 degrees 30 minutes east for 630 feet, thence north 420 feet, thence west 954 feet to the eastern margin of Moores Bluff Road, thence south 8 degrees 15 minutes east for 159 feet along said road to the northwest corner of said Foy lot, thence north 35 degrees east for 254 feet, thence south 8 degrees 15 minutes east for 246 feet to the point of beginning; ALSO LESS AND EXCEPT 5.4 acres released from the lien of the Deed of Trust recorded in Book 365, at page 518 by instrument recorded in Book 382 at page 526 of the records in the office of the Chancery Clerk of Madison County, Mississippi, and more particularly described as: A parcel of land fronting 252.6 feet on the east side of Mississippi State Highway # 16, containing 5.4 acres, more or less, lying and being situated in the SW 1/4 of Section 6, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as Commencing at the intersection of the east line of said Highway 16 and the north fence line of said James parcel as conveyed by deed recorded in Deed Book 96 at page 106 in the records of the Chancery Clerk, Madison County, Mississippi, said North fence line representing the North line of the SW 1/4 of said Section 6, according to said James deed, and from said commencing point run East along said fence for 1080 feet to a point; thence south 1089 feet to a point on the south fence line of said James property and the point of beginning of the property herein described; thence North for 250 feet to a point; thence West for 958.2 feet to a point on the east line of said highway 16; thence southeasterly along the east line of said highway 16 for 252.6 feet to a point on the south line of said James property; thence east along the south line of said James property for 922 feet to the point of beginning; all in Section 6, Township 9 North, Range 3 East, Madison County, Mississippi; and containing in all 94.6 acres, more or less.

Tract 1 and the property described in Tract 2(A) are being conveyed subject to (1) that certain Deed of Trust executed by Barger D. Weeks and Jo Ann Weeks to Nelson Cauthen, Trustee for the benefit of The Federal Land Bank of New Orleans dated June 3, 1966, and filed for record in Book 340 at Page 415, and (2) that certain Deed of Trust executed by Thomas L. James and Louise M. James to Luther S. Gilmer, Trustee for the benefit of The Federal Land Bank of New Orleans, dated March 28, 1968, and filed for record in Book 359 at Page 15.

Tract 2(B) and a portion of Tract 2(C) are being conveyed subject to that certain Deed of Trust executed by Thomas L. James and Louise M. James (also known as Louise Morgan James) to Joe R. Fancher, Jr., Trustee for the benefit of The Federal Land Bank of New Orleans dated January 29, 1965, and filed for record in Book 323 at Page 452.

Said property was sold after strictly complying with all the terms and conditions of the Final Decree recorded in Minute Book 81 at Page 630 and Order recorded in Minute Book 82 at Page 132. A notice of time, place and terms of said sale, together with a description of said property to be sold, was given by publication in The Madison County Herald, a newspaper published in Madison County, Mississippi for three consecutive weeks and more, preceding the date of sale. The first notice of the publication appeared on November 29, 1979, and subsequent notices appeared on December 6, 13 and 20, 1979, and a notice identical to said published notice was posted on the bulletin board at the main front door of the County Courthouse of Madison County, Mississippi for said time. Everything necessary to be done was done to make and effect a good and lawful sale.

At said sale, Jackson Production Credit Association of Jackson, Mississippi, in competition with other bidders, bid for said property in the amount of \$329,359.37, which being the highest and best bid, the same was then and there struck off to Jackson Production Credit Association of Jackson, Mississippi, and it was declared the purchaser thereof.

NOW THEREFORE, in consideration of the full payment of the purchase price, I, the undersigned Special Commissioner, do hereby sell and convey unto Jackson Production Credit Association of Jackson, Mississippi, the land and property above described. I convey only such title as is vested in me as Special Commissioner.

WITNESS MY SIGNATURE, this, the 21st day of December, 1979.

SPECIAL COMMISSIONER

STATE OF MISSISSIPPI  
COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JIM B. TOHILL, Special Commissioner, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned and in the capacity therein stated.

GIVEN under my hand and official seal, this, the \_\_\_\_ day of December, 1979.

NOTARY PUBLIC

My Commission Expires:

I, Billy V. Cooper, Clerk of the Chancery Court in and for the county and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of Report fully and completely in same appears and is a true and correct copy of record in Book \_\_\_\_ Page \_\_\_\_ or Case No. 24-211 thereof, of the records now on file in my office.

Given under my hand and seal of office this the 28 day of Dec 1979. BILLY V. COOPER, Chancery Clerk  
By [Signature] 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 28 day of December, 1979, at 5:00 o'clock PM, and was duly recorded on the 28 day of DEC 31, 1979, 19\_\_\_\_, Book No. 166 on Page 587 in my office.

Witness my hand and seal of office, this the ..... of DEC 31, 1979, 19.....

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