## MOOK 169 PAGE 100 WARRANTY DEED

LYDEXED 2161

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, WILLIE LEE CARPENTER, Grantor, do hereby convey and forever warrant unto GRIFFIN FLEMMING and PEARL FLEMMING, Grantors, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 104.4 feet on the north side of Mississippi State Highway No. 16, containing 0.5 acres, more or less, lying and being situated in the E 1/2 of Section 36, Township 10 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the east line of the McCrory property (as conveyed by deed recorded in Deed Book 55 at Page 16 in the records of the Chancery Clerk of said county) with the north right-of way of Mississippi State Highway No. 16 said intersection being 495 feet east of the west line of the E 1/2 of the SE 1/4 of said Section 36, according to said McCrory deed, and run Northwesterly along the north right-of-way line of said highway for 1304.4 feet to the SW corner and point of beginning of the property herein described; thence North for 329.9 feet to a point; thence Southeasterly parallel to the north right-of-way line of said highway for 104.4 feet to a point; thence South for 329.9 feet to a point on the north right-of-way line of said highway; thence Northwesterly along said north right-of-way line for 104.4 feet to the point of beginning.

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

- State of Mississippi, County of Madison ad valorem taxes for the year 1980, which are liens but are not yet due or payable.
- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 3. Prior reservations and/or conveyances of oil, gas and mineral rights.

WITNESS MY SIGNATURE on this the 25 day of APRIL

Willie Lee Carpenter

STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 169 PAGE 1C1

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

GIVEN	UNDER	му н	IAND	and	offic	cial	seal	on	this	the_	<i>25</i> <sup>1</sup> / <sub>day</sub>	of
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MY COMMISSION EXPIRES:

WARRANTY DEED BOOK 169 PAGE 102

2162 WYOLKU

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, we, ROSCOE F. ROBINSON, III, and MARGARET ANN ROBINSON, do hereby convey and warrant unto Fay W. Robinson all our right title and interest in the following described property lying and being situated in the City of Canton, County of Madison, State of Mississippi, to-wit:

A lot or parcel of land fronting 80.0 feet on the South side of George Street in the City of Canton, Madison County, Mississippi, and being more particularly described as being all of Lot #16 of the Highland Park Estates, a subdivision in the City of Canton, Madison County, Mississippi, a plat of same being duly of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book 4 at Page 19.

This conveyance is made subject to an outstanding one-half (1/2) of all of the oil, gas and other minerals as reserved by Mrs. Nan Leach Sharman by her deed dated April 6, 1960, recorded in Book 77 at Page 200.

The property hereinabove described was owned by Roscoe F. Robinson and Margie Robinson, husband and wife, in their lefetime.

Margie Robinson died intestate, survived by her husband, Roscoe F. Robinson and daughter, Margaret Ann Robinson as her sole and only heirs at law. The said Margie Robinson passed in 1975

Subsequently Roscoe Robinson died intestate, survived by his widow, Fay W. Robinson, the grantee herein, and his two children, viz: Roscoe F. Robinson, III and Margaret Ann Robinson, the grantors herein. The said Roscoe F. Robinson having passed October 19, 1979.

Grantee agrees to pay the 1979 ad valorem taxes.

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

WITNESS OUR SIGNATURES, this 29th day of October, 1979.

Roscoe F. ROBINSON, II

MARGARET ANN ROBINSON

BOOK 169 PACE 103 STATE OF LOUISIANA PARISH OF K PERSONALLY APPEARED before me, the undersigned authority in and for the Parish and State aforesaid, ROSCOE F. ROBINSON, III, who acknowledged to me that he signed and delivered the above and foregoing instrument, on the day and year therein mentioned as his act and deed. GIVEN UNDER MY HAND and official seal of office, this 27 STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY APPEARED before me, the undersigned authority in and for said County and State aforesaid, MARGARET ANN ROBINSON, WHO ACKnowledged to me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned as her act and deed. GIVEN UNDER MY HAND and official seal of office, this\_ (SEAL) MY COMMISSION EXPIRES: 51 Commission Expires April 10, 1982 STATE OF MISSISSIPPT, County of Madison STATE OF MISSISSIPPI; County of Madison:

I. Billy V. Cooper, Clerk of the Chancery Court of said County certify that the within instrument was filled for record in my office this 25 day of 190 and 40 clock 190

NOOK 169 RACE 104
TRUSTEE'S DEED

**.**. 2163

WHEREAS, on April 9, 1976, Gloria Jean Mitchell, a single person, executed a deed of trust to Kent E. Lovelace, Jr., Trustee for the benefit of Hancock Mortgage Corporation, which deed of trust is recorded in Deed of Trust Book 418 at Page 47 in the office of the Chancery Clerk of Madison County, State of Mississippi, said deed of trust conveying in trust the hereinafter described property; and

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

WHEREAS, the undersigned trustee in accordance with the terms of the deed of trust and the laws of the State of Mississippi did advertise said sale in the Madison County Herald, a newspaper published in the City of Canton, State of Mississippi, on the following dates, to-wit: April 3, 10, 17 and 24, 1980, which is more fully shown by the original Proof of Publication, which is attached hereto as Exhibit "A" and is made a part hereof as if copied in full herein; and by posting on the 3rd day of April, 1980, a copy of said notice on the Bulletin Board of the Court House of the County of Madison, State of Mississippi, at Canton; and

WHEREAS, on the 25th day of April, 1980, at the South front door of the County Court House of the County of Madison, State of Mississippi, at Canton, between the hours of 11:00 A. M. and 4:00 P.M., I, the undersigned trustee, did offer for sale at public outcry and did sell to the highest and best bidder for cash the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Lot Fifty Five (55), Presidential Heights, Part 2, a Subdivision according to a map or plat thereof on file and of record in the office of the Chancery which map or plat is hereby made in aid of and as a part of this description.

THE UNDERSIGNED trustee offered the aforesaid property for sale at public outcry as set forth above, and there appeared at said sale, the Secretary of Housing and Urban Development of Washington, D. C., bidding the sum of \$11,461.27 for all of the above described property, and said property was struck off to the Secretary of Housing and Urban Development of Washington, D. C., for said amount, and said bidder was declared the purchaser thereof.

NOW, THEREFORE, in consideration of the premises and the sum of \$11,461.27, cash in hand paid, the receipt of which is hereby acknowledged, I do hereby sell and convey to the SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D. C., his successors and assigns, all of the above described property, conveying only such title as is vested in me as trustee.

WITNESS MY SIGNATURE this the 25th day of April, 1980.

KENT E. LOVELACE, JR., TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, KENT E. LOVELACE, JR., Trustee in the above and foregoing instrument of writing, who acknowledged that he, as Trustee, signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the

25th day of April, 1980.

NOTARY PUBLIC

y Commission Expires

October 8, 1980

THE STATE OF MISSISSIPPI,

#### MADISON COUNTY HERALD PROOF OF PUBLICATION

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TRUSTEE'S ROTICE  WHEREAS, en April 9, Gloria Jean Mitcheti, 4 si person, executed a dead of tru Kent E. Lovelace, Jr., Trustee Dre benefit) of Hanceck Morigo Greorded Dreith deed el trus fecorded Dreith deed el trus sald deed of trust and the en dels secorde Interes praving b declared to be due and payabl declared to be due declared to be due and payabl declared to be due declared to be declared to be declared to be due declared to be declare	Control of the contro
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	Sworn to and subscribed before me this
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	My Commission Expires May 27, 1983
The state of the s	· <del></del>
STATE OF MISSISSIPPI, County of Madison:	
r, Hilly V. Cooper, Clerk of the Chancery	Court of said County, certify that the within instrument was file
for record in my office this 3% % day of	(peil 1980 , at //: 450'clock . Ar . M., and
was duly recorded on the	18.3 0.1980, 19, Book No/69. on Page ./.0. / I
Witness my hand and seal of office, this the	of APR 3 0 1980 19
	BILLY V. COOPER, Clerk
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STATE OF MISSISSIPPI COUNTY OF MADISON NOW 169 MCE 107

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#### SUBSTITUTED TRUSTEE'S DEED

WHEREAS, Oscar Robinson and Mammie L. Robinson executed a deed of trust to Bailey Mortgage Company, Jackson, Mississippi, Beneficiary, C. B. Henley, Trustee, dated September 22, 1972, recorded in Book 390 at Page 131, Records of Mortgages and Deeds of Trust of Madison County, Mississippi; and

WHEREAS, said Deed of Trust was assigned to Federal
National Mortgage Association by Assignment dated October 20,
1972, recorded in Book 391 at Page 299, Records of Mortgages
and Deeds of Trust of Madison County, Mississippi; and

WHEREAS, Federal National Mortgage Association appointed R. Conner McAllister as Trustee in said Deed of Trust in place of C. B. Henley, by Appointment of Substituted Trustee dated March 7, 1980, recorded in Book 469 at Page 492, Records of Mortgages and Deeds of Trust of Madison County, Mississippi; and

WHEREAS, default having been made in the payment of the indebtedness secured by said Deed of Trust, which default continued for a period of time necessary for the holder thereof to declare the entire unpaid balance immediately due and payable as was its option so to do under the terms thereof, and default was made in said payment and said Substituted Trustee was requested and directed by the holder of the Note and Deed of Trust to foreclose under the terms thereof, I, R. Conner McAllister, Substituted Trustee, pursuant to the provisions of said Deed of Trust did on Monday, April 28, 1980, during legal hours between the hours of 11:00 A.M. and 4:00 P.M., at the south front door of the Madison County Courthouse in the City of Canton, Mississippi, offer for sale at public auction and sell to the highest and best bidder according to law, the follow-

#### MODE 169 PAGE 108

ing described property, with improvements thereon situated, lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

Lot Thirty-Four (34), Presidential Heights, Part 2, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which map or plat is hereby made in aid of and as a part of this description.

Said property was sold after strictly complying with all of the terms and conditions of said Deed of Trust and the statutes made and provided in such cases. 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 weekly newspaper published and generally circulated in Madison County, Mississippi, for four (4) consecutive weeks preceding the date of sale. The first notice of publication appeared April 3, 1980, and subsequent notices appeared April 10, April 17, and April 24, 1980. Proof of publication is attached hereto and incorporated herein by reference. A notice identical to said published notice was posted on the bulletin board near the south front door of the Madison County Courthouse in the City of Canton, Mississippi, on April 2, 1980, and everything necessary to be done was done to make and effect a good and lawful sale.

At said sale, Secretary of Housing and Urban Development of Washington, D. C., his successors and assigns, bid for said property in the amount of \$14,873.87 and this being the highest and best bid, said Secretary of Housing and Urban Development of Washington, D. C., his successors and assigns was declared the successful bidder and the same was then and there struck off to said Secretary of Housing and Urban Development of Washington, D. C., his successors and assigns.

NOW, THEREFORE, in consideration of the premises, and in consideration of the price and sum of \$14,873.87, cash in hand paid, receipt of which is hereby acknowledged,

## ADOK 169 PAGE 109

I, the undersigned Substituted Trustee, do hereby sell and convey unto Secretary of Housing and Urban Development of Washington, D. C., his successors and assigns, the land and property above described, together with all improvements thereon.

Title to this property is believed to be good, but I convey only such title as is vested in me as Substituted Trustee.

WITNESS MY SIGNATURE this the

CONNER MCALLISTER Bubstituted Trustee

STATE OF MISSISSIPPI

COUNTY OF HINDS

April, 1980.

Personally appeared before me, the undersigned authority in and for said County and State, the within named R. Conner McAllister, Substituted Trustee, who stated to me on oath that he signed and delivered the above and foregoing instrument on the day and in the year therein stated, for the purposes therein mentioned.

Witness my signature this the 28<sup>th</sup> d day of April,

NOTARY PUBLIC

My Commission Expires:

## 13001 169 Base 109/12. MADISON COUNTY HERALD

THE STATE OF MISSISSIPPI, MADISON COUNTY.

PROOF OF PUBLICATION

COUNTY OF MADISON TWEETS

SUBSTITUTED PRINTERS

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Personally appeared before me

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## 169 Au 110



#### WARRANTY DEED .

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for the further consideration of the assumption by the Grantee herein and his agreement to pay when due, that certain indebtedness secured by that certain Deed of Trust executed by Paul Vanderberry in favor of Lewis E. Davis, Jr., appearing of record in Book 461 at Page 301 in the office of the Chancery Clerk of Madison County, Mississippi, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, PAUL VANDERBERRY, Grantor, do hereby sell, convey and warrant unto THOMAS R. MORGAN, Grantee, the following described land and property lying and being situated in Madison County, Mississippi, being more particularly described as follows:

Lot 137, Lake Lorman, Part 4, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 4 at Page 32, reference to which is hereby made in aid of and as a part of this description.

Excepted from the warranties contained herein, and this conveyance is made subject to those certain covenants or restrictions found in Book 305 at Page 248, Book 315 at Page 431, and Book 116 at Page 742, in the office of the Chancery Clerk of Madison County.

Also excepted from the warranties contained herein, and this conveyance is made subject to any oil, gas or other minerals reserved by prior owners in Book 116 at Page 742 in the office of the Chancery Clerk aforesaid.

Also excepted from the warranties contained herein, and this conveyance is made subject to all easements, rights-of-way, mineral reservations, and restrictive and protective covenants of record.

WITNESS MY SIGNATURE on this, the \_\_\_\_ day of April,

Law Zandukerry
PAUL VANDERBERRY

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## 800K 169 PAGE 111

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, a notary public in and for the jurisdiction aforesaid, the within named PAUL VANDERBERRY, who acknowledged that he signed and delivered , the foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL this, the of April, 1980.

My commission expires:

STATE OF MISSISSIPPI; County of Madison:

BILLY V. COOPER, Clerk

QUITCLAIM 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, I, JOSEPHINE POWELL, the sole heir at law of Sherman Powell, do hereby convey and quitclaim unto JOSEPHINE McLAURIN POWEIL, all of my interest in the following described property, to-wit:

10 acres in the Southwest corner of the SE% of the SE% of Section 7, Township 7, Range 2 East.

WITNESS MY HAND AND SIGNATURE, this the Aghtay of

April, 1980.

STATE OF MISSISSIPPI COUNTY OF MADISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 29/10/

day of April, 1980.

Danie M Francis

HÍV COMMISSION EXPIRES ROVEMBER 8, 1981

STATE OP MISSISSIPPL County of Madison: for record in my office this day of APK 30 1980 1980 Book No. 6.9 on Page .// 2. in my office. 

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

169 PAGE 113

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, JOSEPHINE POWELL, sole heirs at law of SHERMAN POWELL, do hereby convey and quitclaim unto JOSEPHINE McLAURIN POWELL all of my interest in the following described property, to-wit:

Lots 30, 31, & 32 of Richland Plantation as made and subdivided by the grantors herein and shown by the map or plat thereof on file and of record in the office of the Chancery: Clerk of Madison County, Miss., reference to which in aid hereof is hereby expressly made.

Above property may be also described as the Wig NE% Sec. 18, T. 7, R. 2 E.

WITNESS MY HAND AND SIGNATURE, this the Agua day of , 1980.

Josephine McLaurin Pour JOSEPHINE MCLAURIN POWE

STATE OF MISSISSIPPI COUNTY OF MADISON

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

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

1980.

.COMMÎSŠION EXPIRES: SSION EXPIRES HOVENIBER 8, 1981

STATE OF MISSISSIPPI, County of Madison:

my office. APR 3 0 1980

BILLY V. COOPER, Clerk

2174

#### QUITCLAIM 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, I, WALTER OTHA BAKER, do hereby convey and forever quitclaim unto WALTER OTHA BAKER, all of the interest owned by me as the sole heir at law of Ann Courts in the following described property, to-wit:

> 1 square acre in the SEk SEk Section 6, Township 12, Range 3 East, Holmes County, Mississippi.

WITNESS MY HAND AND SIGNATURE, this the 39 Way of

April, 1980.

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Walter OTHA BAKER

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 39 MW

C4-3 /3 COMMISSION EXPIRES: MY CONVESSION EXPIRES HOVEMBER 8, 1981 🕏

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

STATE OF MISSISSIPPI

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COUNTY OF MADISON

169 PAGE 115

2176

WARRANTY DEED



FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, KENNETH D. CROCKER do hereby sell, convey and warrant unto KENNETH D. CROCKER and wife, CLAUDINE CROCKER, 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:

A lot or parcel of land fronting 150 feet on the East side of a public road leading to the Country Club, and being more particularly described as beginning at a point on the East side of the above mentioned road, which point is 25.3 feet north of and 23 feet west of the Northwest Corner of the Southwest Quarter (SW 1/4), Section 22, Township 9 North, Range 3 East, and from said point of beginning run thence south along said road for 150 feet to a point; thence running east for 400 feet to a point; thence running north for 150 feet parallel to said road; thence running west for 400 feet to the point of beginning, and containing in all 1.37 acres, more or less, and being situated in the Northwest Quarter (NW 1/4) of Southwest Quarter (SW 1/4) and Southwest Quarter (SW 1/4) of Northwest Quarter (NE 1/4) of Southeast Quarter (SE 1/4) and Southeast Quarter (SE 1/4) of Northeast Quarter (NE 1/4), Section 21, all in Township 9 North, Range 3 East, Madison County, Mississippi.

EXECUTED this the 25 2 day of April, 1980.

KENNETH D. CROCKER

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STATE OF MISSISSIPPI

169 PACE 116

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named KENNETH D. CROCKER, who acknowledged that he 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 254 day of April, 1980.

Enn Scott

commission expires: हम देशनीहरूकुट हरताहर गणह है एडर

STATE OF MISSISSIPPI, County of Madison:

MOOK 169 PAGE 117 83 PAGE 295 B00K

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

DAVID S. CALLAWAY, ET AL. FILED THIS DAY,

APR 30 1980

COMPLAINANTS AND CROSS-DEFENDANTS

NO. 24-121

DEFENDANT AND Cross-complainant

CHRISTIANE D. MARSHALI

. 2.1

vs.

FINAL DECREE

THIS CAUSE having come on for trial in open court upon the Bill of Complaint of David S. Callaway, et al., against the defendant, Christiane D. Marshall, and upon the Cross-Bill of Complaint of Christiane D. Marshall against David S. Callaway, et al., the parties through counsel having announced ready for trial, whereupon evidence and testimony, both oral and documentary, were presented, all parties having rested, and the court having heard and considered same, along with the briefs of the parties, and being fully advised in the premises and having rendered its written opinion dated April 4, 1980, which is filed herein and the court is of the opinion and so finds that the complainants are not entitled to the relief prayed for in their Bill of Complaint and that the defendant and cross-complainant is entitled to the relief prayed for in her Cross-Bill of Complaint.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Bill of Complaint of David S. Callaway, Louis B. Gideon, Wilfred A. Stevens and John P. Stockwell against Christiane D. Marshall be, and the same hereby is, dismissed with prejudice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that cross-complainant, Christiane D. Marshall, is the owner of the following-described property situated in Madison County, . Mississippi, to-wit:

Rec. in Book 83 Page 295 The 30 day of and 19 80 Billy V. OG Sper C.C.

Billy V. Copper C.C.
By Solice

book 169 page 118 book 83 page 296

A parcel of land fronting 1367 feet on the north side of County Line Road, containing 40.60 acres, more or less, lying and being situated in the S 1/2 of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the SW corner of the Cantrell, Ragus, and Beckham property as conveyed by deed recorded in Deed Book 129 at page 768 in the records of the Chancery Clerk of said county, said SW corner being 330 feet west along the north right-of-way line of County Line Road from the east line of the SW 1/4 SW 1/4 of said Section 32 according to said deed, and run N 89°55' E along said north right-of-way line for 609.3 feet to the SW corner and point of beginning of the property herein described; thence N 00°05' W for 1303.4 feet to a point; thence S 89°16' E for 1367.2 feet to a concrete monument at a fence corner; thence S 00°05' for 1284 feet to a point that is 1.2 feet south of a concrete monument and 40 feet north of the center line of County Line Road; thence S 89°55' W 40 feet from and pargliel to the center line of said road for 1367 feet to the POINT OF BEGINNING.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that that certain document entitled "Contract of the Sale and Purchase of Real Estate" which is recorded in Book 159 at page 393 of the land records of Madison County, Mississippi, is unenforceable by specific performance for the reasons set forth in said opinion and the cross-defendants, David S. Callaway, Louis B. Gideon, Wilfred A. Stevens, and John P. Stockwell have no right, title or interest in the above-described property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the document entitled "Contract of the Sale and Purchase of Real Estate" which is recorded in Book 159 at page 393 of the land records of the Chancery Clerk of Madison County, Mississippi, together with that certain lis pendens notice filed by the complainants and recorded in Book 4 at page 32 of the lis pendens records of said county be, and hereby are, cancelled as clouds upon cross-complainant's title to the real property hereinabove described.

# 800k · 83 PACE 297

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Chancery Clerk of Madison County, Mississippi, be, and he hereby is, directed to file this Final Decree in the Madison County land deed records as they relate to the above-described property and to enter on the aforesaid lis pendens notice that the same is cancelled pursuant to this decree and that complainants' suit has been dismissed with prejudice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all costs of this cause be, and the same hereby are, assessed to the complainants, for all of which execution shall issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Final Record be, and the same hereby is, dispensed with save for the filing and recording of this decree in the minutes of this court and in the land deed records as aforesaid.

SO ORDERED, ADJUDGED AND DECREED this the 294 day of April, 1980.

CHANCELLON COTPUED T

SUBMITTED FOR CRITICISM AS TO FORM:

Attorney for Complainants and Cross-defendants

E. Stepden William Attorney for Defendant and Cross-complainant

STATE OF MISSISSIPPI, County of Madison:

## ntox 169 race 120

# AND THE REAL PROPERTY.

2182

#### 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, and as a part of the consideration for this conveyance, Grantees, by the acceptance of this deed, assume and agree to pay, as and when due and payable, all amounts owing on the indebtedness secured by that certain Deed of Trust outstanding against said property, dated November 21, 1975, in favor of Unifirst Federal Savings and Loan Association of Jackson, Mississippi, recorded in Book 414 at Page 595, in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and also hereby assume the obligations of Nels C. Kvalheim (the original veteran borrower) under the terms of the instruments creating the loan to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness mentioned above, commencing with the installment payment on April 1, 1980, and forward, and also assume and agree to pay as and when due and payable all amounts owing on the indebtedness secured by that certain Deed of Trust outstanding against said property, dated May 10, 1979, in favor of Deposit Guaranty National Bank, recorded in Book 457, at Page 485, of the office of the Chancery Clerk of Madison County at Canton, Mississippi, the undersigned, DAVID A. JOLLY, does hereby sell, convey and warrant unto DAVID A. JOLLY and NANCY RAE WARREN JOLLY as joint tenants with full rights of survivorship and not as tenants in common the land and property situated in Madison County, Mississippi, described as follows, to-wit:

Lot Two (2), of Pear Orchard Subdivision, Part III (3), according to the map thereof which is of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at Page 56, reference to which is hereby made in aid of this description.

This conveyance and its warranty is further subject to exceptions, namely: (a) restrictive covenants presently in force, recorded in Book 404 Page 761, Book 405 Page 408; (b) prior severance of an undivided

one-half of all oil, gas and other minerals; (c) 10 foot easement across South side of lot per subdivision plat; (d) ad valorem taxes for the present year, which have been prorated this date by estimation, and will be adjusted to actual when ascertained as to amount.

For the same consideration, Grantors assign to the Grantees all escrow funds for taxes and insurance, insurance policies, as held by the beneficiary of the foregoing deed of trust for the benefit of the undersigned.

WITNESS the hand and signature of the Grantor on this the 25 day of March, 1980.

David a. Jolly

STATE OF MISSISSIPPI COUNTY OF HINDS

personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named DAVID A. JOLLY who acknowledged to me that he signed and delivered the foregoing instrument on the day therein cited. .

GIVEN under my hand and official seal of office on this the

Lynn M. Rutledge -

My Commission Explica Roy, 5, 1983

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clark
By D. C.

## WARRANTY DEED



2183 .

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption and agreement to pay by Grantees herein of that certain indebtedness due Kimbrough Investment Company or its assigns, evidenced by that Deed of Trust originally recorded in Book 434 at Page 261 of the records in the office of the Chancery Clerk of Madison County at Canton, Mississippi, we, the undersigned WILLIAM P. MOORE and wife, MARGIE L. MOORE, do hereby sell, convey and warrant unto WILLIAM BRYAN HOUSTON and wife, KATE B. HOUSTON, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property situated in Ridgeland, Madison County, Mississippi, described as follows, to-wit:

Lot Ten (10) Appleridge Subdivision, a subdivision in Madison County, Mississippi, according to the map or plat thereof of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 4 at Page 38 thereof, reference to which is hereby made.

Taxes for the current year are prorated between Grantors and Grantees as of this date.

The warranty of this conveyance is subject to recorded easements and restrictive and protective covenants of record covering the above described property, recorded in Book 314, at Page 330, and in Book 338 at Page 293 of the records of the Chancery Clerk of Madison County at Canton, Mississippi, and is also subject to any prior severance of interest in all oil, gas and other minerals heretofore reserved by Grantors' predecessors in title.

For the same consideration herein recited Grantors transfer and assign unto Grantees any hazard insurance policies on the property and all escrow monies held by Kimbrough Investment Company and/or its assigns for the payment of taxes and insurance.

WITNESS OUR SIGNATURES, this 24th day of April, 1980.

> William P. Moore margie & marse.

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the jurisdiction aforesaid, the within named WILLIAM P. MOORE and wife, MARGIE L. MOORE, who, after being first duly sworn by me, stated under oath, that they signed and delivered the above and foregoing Warranty Deed as their own act and deed.

SWORN TO AND SUBSCRIBED BEFORE ME, this the day of April, 1980.

My Commission Expires:

STATE OF MISSISSIPPI, County of Medison:

and seal of offic

BILLY V. COOPER, Clerk
By D. C.

2191

#### QUITCLAIM DEED

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, GEORGIA PHILLIPS, do hereby convey and quitclaim unto my sister, SALLIE PHILLIPS ALLEN, the following described property situated in Madison County, Mississippi, described as:

One (1) acre evenly off the South side of that parcel of land described as:

Beginning at the Southwest corner of the SE 1/4 of the SE 1/4 of Section 2, Township 7, Range 1 East, run thence North 1320 feet, thence east 188.5 feet, thence south 1320 feet; thence west 188.5 feet to the point of beginning, containing 5.71 acres.

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

WITNESS my signature, this the 8th day of April, 1980.

STATE OF NEW YORK COUNTY OF NEW YORK

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

and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the day

April 1980.

Agraham Kinghoffer

Notary Public

ABRAHAM Kinghoffer

Notary Public, Siale of New York

No. 03-730-650

Qualified in Bronx County

Certificate filed in New York County

STAFE OF MISSISSIPPI, County of Madison:

506x 169 mge 125

2193

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 the undersigned F. W. ESTES do hereby sell, convey, and warrant unto JOHN S. HALL and TANYA H. HALL as joint tenants with right of survivorship and not as tenants in common the following described land and property lying and being situated in Madison County, Mississippi, to-Wit:

LNDEXED

Commencing at the NW corner of Lot One (1) of Gaddis Addition to the Town of Flora, Mississippi, thence run South 15° 30' East along the West side of Fourth Street for 360 feet, thence run South 86° 25' West for 200 feet, thence run South for 148.85 feet, thence run North 80° 20' East for 56.64 feet, thence run South 15° 30' East for 245 feet to the Point of Beginning; thence run South 74° 30' West for 180.0 feet to a point on the Easterly R-O-W of proposed Wilder Street, thence run South 15° 30' East along said R-O-W for 80.0 feet, thence run North 74° 30' East for 180.0 feet, thence run North 15° 30' West for 80.0 feet, thence run North 15° 30' West for 80.0 feet to the Point of Beginning, containing 1/3 Acre, more or less and located in the SE2 of Section 8, T-8-N, R-1-W, Flora, Madison County, Mississippi. Mississippi.

This conveyance is subject to the zoning ordinances, . covenants, easements, and mineral reservation of record.

WITNESS MY SIGNATURE this / day of May

1980.

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid F. W. ESTES who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this / day of

1980 My commission expires:

NOTARY PUBLIC

distribution. STATE OF MISSISSIPPI, County of Madison:

WARRANTY DEED BOOK 169 MACE 120;

FOR AND IN CONSIDERATION of the sum of Ten Dollars, 2195 (\$10.00), cash in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged I the undersigned F. W. ESTES do hereby sell, convey, and warrant unto DANIEL K. WILSON and BERNICE M. WILSON as joint tenants with right of survivorship and not as tenants in common the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

> Commencing at the NW corner of Lot One (1) of Gaddis Addition to the Town of Flora, Mississippi, thence run South 15° 30' East for 360.0 feet, thence run South 86° 25' West for 200.0 feet, thence run South for 148.85 feet, thence run North 80° 20' East for 56.64 feet, thence run South 15° 30' East for 165.0 feet to the Point of Beginning; thence run South 15° 30' East for 80.0 feet, thence run South 74° 30' West for 180.0 feet to a Point on the Easterly R-O-W of proposed Wilder Street, thence run North 15° 30' West along said R-O-W for 80.0 feet, thence run North 74° 30" East for 180.0 feet to the Point of Beginning, being 1/3 Acre, more or less and located in the SE½ of Section 8, T-8-N, R-1-W, Flora, Madison County, Mississippi. Commencing at the NW corner of Lot One (1) of Gaddis County, Mississippi.

This conveyance is subject to the zoning ordinances, covenants, easements, and mineral reservation of record.

WITNESS MY SIGNATURE this / day of \_ Mcy

1980.

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid F. W. ESTES who acknowledged that he signed and delivered the foregoing instrument on the day and year therein montioned.

WITNESS MY SIGNATURE AND SEAL this / day of my

STATE OF MISSISSIPPI County of Madison:

BILLY V. COOPER, CLAR

at a talk

#### WARRANTY DEED

2196

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, ROY E. TATE, Grantor, do hereby convey and forever warrant unto TRAVIS L. TOLBERT, the following described real property lying and being situated in Madison County, Mississippi, to wit:

From an iron stake located on a public road, which point is the SE corner of the SW 1/4 of the NE 1/4, Section 36, Township 10 North, Range 5 East, and thence you west along said road for a distance of 1.83 chains to the center line of a gravel driveway, thence run north along the center line of said driveway, for a distance of 1.85 chains to the point of beginning of the property hereby conveyed, thence run west 3.17 chains, thence run north 3.17 chains, thence run east 3.17 chains, thence run south 3.17 chains to the point of beginning, containing 1.0 acre, more or less, located in the SW 1/4 of NE 1/4 of Section 36, Township 10 North, Range 5 East, Madison County, Mississippi.

THE WARRANTY of this conveyance is subject to:

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1980, and subsequent years.
- 2. The exception of an undivided 7/8ths interest in and to all oil, gas and other minerals in, on and under said lands, the same having been reserved by Grantor's predecessors in title.
- 3. The Madison County, Mississippi Zoning Ordinance and Subdivision Regulations.

WITNESS MY SIGNATURE on the 3071 day of april, 1980.

ROY E. JATE

GRANTOR

### KTÓK 169 PAGE 128

STATE OF MISSISSIPPI COUNTY OF MADISON

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

STATE OF MISSISSIPPI, County of Madison:

1. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office the day of MA 2 1980

BILLY V. COOPER, Clerk

BY COMMISSION EXPIRES:

My Commission Expires Stpt. 22, 1930

NOTARY PUBLIC

NOTARY P

2198

ADDR 169 PAGE 129

FOR AND IN CONSIERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, We, PHILLIP RAY HARDIN and wife, CHERYL R. HARDIN, do hereby sell, convey and quitclaim unto BETTY HARDIN all of our right, title and interest in and to the following described land and property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

Beggining at the intersection of the north ROW line of the old abandoned Canton and Carthage Railroad and the east line of a gravel public road in the SW½ of Section 15, Township 9 North, Range 4 East, Madison County, 15, Township 9 North ROW line of Said abandoned railroad, feet along the North ROW line of said abandoned railroad, feet along the North ROW line of said abandoned railroad, thence South 100:0 feet to a point on the South line of said old abandoned railroad; thence South 87 degrees West, 359.5 feet, along the south line of the old abandoned railroad, to a point on the east line of said public road; thence North 30 degrees 45 minutes East, 116.0 feet, to the point of beginning. The above described property being situated in the SW½ of Section 15, Township 9 North, Range 4 East, Madison County, Mississippi, and contains 0.76 acres, more or less.

WITNESS OUR SIGNATURES, this the 172 day of april, 1980.

PHILLIP RAY HARDIN

Cheryl R. Hardin

STATE OF EISSISSIPPI
COUNTY OF Madisin

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named PHILLIP RAY HARDIN, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned as his own free act and deed.

GIVEN UNDER MY HAND and official seal of office, this, the \_/7 day of

. 1980 . \_\_\_\_\_ , 1980

D. K. Pashorry Circuit Clerk: MOTARY PUBLIC By: allene Chambers, BC

Commission Expires:

• • •

STATE OF MISSISSIPPI COUNTY OF Mades

BOOK 169 PAGE 130

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named CHERYL R. HARDIN, who acknowledged to me that she signed and delivered the foregoing instrument on the day and year therein mentioned as her own free act and deed.

GIVEN UNDER MY HAND and official seal of office, this the 17 day of

CALL TO THE STATE OF THE STATE 2. 6. Phoherry, Circuit Olip. By: allene Valenchers, O.C. All the state of t ission Expires:

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Madison:

1. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this ... day of ... 19

## KOOK 169 PAGE 131 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, we, HOLLYA A. JACKSON and LINDA C. JACKSON, his wife, do hereby convey and warrant unto JOHN EVANS and wife, ALEASIA EVANS, as joint tenants with rights of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Commence at the intersection of the East ROW line of HWY 51 and the South line of the W½ of the NW¼ of Section 21, TlON, R3E, Madison County, Miss., and run thence N 11 degrees 30' E, 491.7 feet, to and run thence East, along a fence line a distance the POB: Thence East, along a fence line a distance of 210.0 feet; thence N 11 degrees 30' E, 210.0 feet; of East ROW thence West 210.0 feet to a point on the East ROW line of HWY 51; thence S 11 degrees 30' W, 210.0 feet, along said ROW line, to the POB:

WITNESS OUR SIGNATURES, this the AMM day of Agril

1980.

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said County and State, the within named, HOLLYA A. JACKSON and LINDA C. JACKSON, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the , 1980. day of,

Denie M Francis

(SEAL) S

:::

MY COMMISSION EXPIRES:

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

WARRANTY DEED

2204

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, and for the further consideration of the assumption and agreement by Grantee herein to pay the balance of the indebtedness evidenced by that certain deed of trust in favor of Bridges Loan & Investment Company, as shown by instrument recorded in Book 386, at page 956 of the records in the office of the Chancery Clerk of Madison County, at Canton, Mississippi; having been assigned to The Lomas & Nettleton Company by instrument recorded in Book 435, at page 781, the undersigned, MARION MANNING and wife, LOUISE T. MANNING, do hereby sell, convey and warrant unto MARTHA LOU HARRELL the following described land and property lying and being situated in the County of Madison, State of Mississippi, more particularly described as follows, to-wit:

Lot 21, Appleridge Subdivision, according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 4, page 38, reference to which is hereby made in aid of and as a part of this description. description.

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

All escrow funds, including the hazard insurance policy, held by the Beneficiary of the above deed of trust, are transferred to Grantee herein.

WITNESS our signatures, this 30th day of April, 1980.

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 MARION MANNING and wife, LOUISE T. MANNING, who each acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

Given under my hand and seal of office, this 30th day

of April, 1980.

My commission expires: 7-8/

STATE OF MISSISSIPPL, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this day of MAY 2 1980 19 Book No. 6. On Page . 3. Zin my office, witness my hand and seal of office, this the ... of MAY 2 1980 19

BILLY V. COOPER, Clerk
By. ...., 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, we, the undersigned, FERRIS B. STRAIN and wife, LOURELIA H. STRAIN, do hereby sell, convey and warrant unto EDGAR JACK BOWLES and wife, DELORIS M. BOWLES, the following described land and property lying and being situated in Madison County, Mississippi:

Lot Thirteen (13) of LAKE CAVALIER, Part 4, 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 4 at page 18 thereof, reference to which is hereby made in aid of and as a part of this description.

For the same consideration, Grantors do hereby grant and convey unto Grantees and their successors in title all rights-of-way and easements granted in the deed of the above described property now of record in Book 81, at Page 226, in the office of the Chancery Clerk of Madison County, Mississippi.

Excepted from the warranties hereof, are all oil, gas and other minerals lying in and under the property, which minerals have been previously reserved by prior owners.

Also excepted from the warranties herein are all zoning ordinances of Madison County, Mississippi, the protective and restrictive covenants recorded in Book 74, at Page 70, and the restriction contained in the deed from Lake Cavalier, Inc., recorded in Book 81, Page 226.

Ad valorem taxes covering the above described property
for the year 1982 are to be assumed and paid by the Grantees herein.
WITNESS OUR SIGNATURES, this the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 1980.

Terris B. Strain

Lourela 15.

# 800k 169 me 135

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named FERRIS B. STRAIN and wife, LOURELIA H. STRAIN, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

> Given under my hand and official seal of office, this the \_, 1980.

11177 TO 11177

STATE OF MISSISSIPPI, County of Madison:

1, Billy V. Cooper, Clerk of the Chancery Court of said County, sertify that the within instrument was filed to record in my office this day of 190, at 7, 0 oclock M, and was duly recorded on the day of MAY 2 1980

MAY 2 1980

MAY 2 1980

PLINAL COOPER Clerk of Madison:

PRINAL COOPER Clerk of Madison: Nitness my nanu anu;

BILLY V. COOPER, Clerk

### 800k 169 PAGE 136

#### WARRANTY DEED

2209

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, OLLIE MAE GLASCOE and husband, CLARENCE R. GLASCOE, do hereby convey and warrant unto MARK S. GLASCOE and PATRICIA S. GLASCOE, husband and wife, as joint tenants with right of survivorship and not as tenants in common, the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Beginning at the Southeast corner of the NW 1/4 of Section 27, Township 8 North, Range 2 West, run thence North 624 feet along the East line of said NW 1/4 NW 1/4, Section 27, to the center line of a public road, run thence Northwesterly 143 feet along the center line of said public road, run thence Southwesterly 755 feet to the South line of said NW 1/4 NW 1/4, Section 27, to a point which is 267 feet West of the Southeast corner of said NW 1/4 NW 1/4, and run thence East 267 feet along the South line of said NW 1/4 NW 1/4, Section 27, to point of beginning, containing 3.2 acres, more or less, in the NW 1/4 NW 1/4, Section 27, Township 8 North, Range 2 West, Madison County, Mississippi.

This conveyance is made subject to outstanding oil, gas and mineral rights, and easements of record, and the Madison County Zoning and Subdivision Regulation Ordinances.

WITNESS our signatures, this the 27 day of april 1980.

> Ollie Mae Glascoe Clarence R. Glascoe

STATE OF MISSISSIPPL COUNTY OF H

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

Siven under my hand and official seal this the 2/ day 1980.

Notary Public Notary Notary Public Notary Notary Public Notary Notar

My Commission Expires: March 10, 1934

STATE OF MISSISSIPPI, County of Madison:

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars cash in hand paid by the grantee, the receipt and sufficiency of all which is hereby acknowledged, and the further consideration of the grantee executing a note and deed of trust of even date herewith to the grantors in the amount of \$4500.00, we, JOHN L. STEEN and MARGARET W. STEEN, husband and wife, do hereby convey and warrant unto OLA LUCKETT the following described land lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing 5 acres more or less lying and being situated in the NE. 1/4 of Section 6, Township 9 North, Range 4 East, Madison County, Mississippi and more particularly described as commencing at the southeast corner of the Gus Luckett property which is the intersection of the east line of said Section 6 with the north line of Old Mississippi State Highway No. 16 run N 89° 26' 38" W along the north line of said highway 679.9 feet to the point of beginning, and from said point of beginning continue N 89° 26' 38" W along the north line of said highway.315.99 feet to a point; thence north 504.24 feet to a point on the south line of the Sudie Divine property; thence S 89° 50° 36" E along said south line 545.52 feet to a point; thence S 24° 24° 34" W 555.46 feet to the point of beginning. A plat is attached hereto and

Grantors reserves all merchantable pine timber now standing on the above described land for a period of six months.

WITNESS OUR SIGNATURES, this 2 day of May, 1980.

John L. STEEN

mangaget W. Steen.

· 1

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for said County and State aforesaid, the within named JOHN L. STEEN and MARGARET W. STEEN who each acknowledged to me that they did sign and deliver the foregoing instrument on the day and year therein mentioned as and for their act and deed.

GIVEN UNDER MY HAND and seal of office, this 2 day of May,

Billion Corum CHANCERY CLERK D.C. BY: h Wreft , DC D.C.

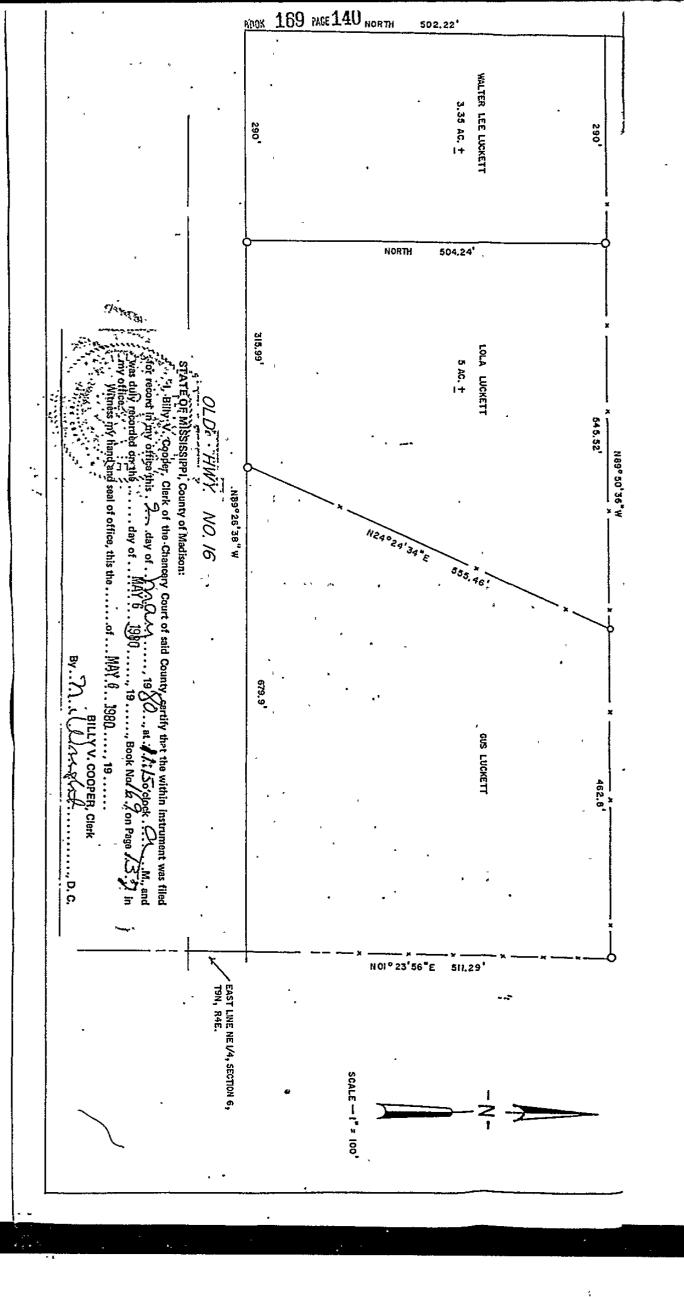
(SEAL)

MY COMMISSION EXPIRES: 1-2-8/

-feet to the point of beginning. N 89° 26' 38"W along the north line of said highway 315.99 feet to a point; thence is worth 504.24 feet to a point on the south line of the Sudie Divine properly; thence \$ 89°. of Section 6, Township 9 North; Range 4 East, Madison County,: Mississippland more A parcel of land containing 5 acres more or less lying and being situated in the NET A parcel of land containing 3.35 acres more or less lying and being situated in the NE: particularly described as commencing at the southeast corner of the Gus Luckett pro-PROPERTY OF WALTER LEE LUCKETT; 50' 36"E along said south line 545.52 feet to a point; thence \$ 24° 24' 34"W 555,46; highway 679.9 feet to the point of beginning, and from said point of beginning continue. Old Mississippl State Highway No. 16 run N 89° 26' 38"W along the north line of said perty which is the intersection of the east line of said Section 6 with the north line of

particularly described as commencing at the southeast corner of the Gus Luckett promise of the southeast corner of the Gus Luckett promise of the southeast corner of the Gus Luckett promise of the southeast corner of the Gus Luckett promise of the southeast corner of the Gus Luckett promise of the southeast corner of the Gus Luckett promise of perty which is the intersection of the east line of said Section 6 with the north line of Old, Mişaissippi State Highway No. 16 run N 89° 26' 38"W along the north line of said of Section 6; Township 9 North, Range 4 East, Madison County, Mississippl and more 502, 22 feet to a fence corner on the south and west lines of the Sudle Divine property; N 89° 26' 38"W along the north line of said highway 290 feet to a point; thence north highway 995,89 feet to the point of beginning and from said point of beginning continue thence \$ 85° 50' 36"E along the south line of the Sudle Divine property 290 feet to a point; thence south 504.24 feet to the point of beginning.

Georgs April 30, 1980 Covington, P.- E.



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 which is hereby acknowledged, I, WALTER HUEBS, do hereby convey and warrant unto EARLEAN BLACK, the following described real property situated in Madison County, Mississippi, to-wit:

Beginning at the Northeast corner of the NE 1/4 of NE 1/4 Section 24, Township 10 North, Range 3 East, thence run South along said section line 17.44 chains, more or less, to the Northeast corner of a lot sold to Willie Magruder by deed of November 14, 1963, recorded in Book 90, Page 473, of the land records of Madison County, Mississippi, being the true point of beginning; thence run West 3.41 chains, more or less, along the North Line of the Magruder lot to a stake, thence Northwardly 1.35 chains to a stake, thence East to a point on the East line of NE 1/4 of NE 1/4, said Section, Township and Range, which is 1.35 chains North of the point of beginning, thence South along the Section line 1.35 chains to point of beginning. The above parcel contains approximately one-half acre in NE 1/4 NE 1/4, Section 24, Township 10 North, Range 3 East.

ALSO:

Beginning at the Northeast corner of the NE 1/4 of NE 1/4 of Section 24, Township 10 North, Range 3 East, thence run South along said section line 16.09 chains, more or less, to the Northeast corner of a lot sold to Grantee by deed of May 18, 1964, recorded in Book 93, Page 77, of the land records of Madison County, Mississippi, being the true point of beginning; thence run West 3.41 chains, more or less, along North line of the Hubb lot to a stake, thence Northwardly 1.35 chains to a stake, thence East 3.30 chains to a point on the East line of NE 1/4 of NE 1/4, said Section, Township, and Range, thence South along the Section line 1.35 chains to point of beginning. The above parcel contains approximately one-half acre in NE 1/4 NE 1/4, Section 24, Township 10 North, Range 3 East. 1964, recorda-3 East.

There is, nevertheless, excepted from the above described lot an undivided one-half interest in all oil, gas, and other minerals reserved by former owners. and

No homestead rights are involved in this sale.

WITNESS MY SIGNATURE this 24 day of April, 1980.

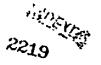
Walter Hubbs

PERSONALLY APPEARED before me, the undersigned authorikty in and for said county and state, the within named WALTER HUBBS, who acknowledged to me that he signed and delivered the foregoing instrument as his voluntary act and deed on the date therein written.

GIVEN UNDER MY HAND and official seal of office, this 24 day

,1980. MINE OF THE PROPERTY OF THE PR NOTARY PUBLIC MARY L SMITH
Notary Public, State of Ohio
Country of Chapton State of Ohio
Country of Chapton State of Ohio
MY COMMISSION EXPIRES My Comm. Explication State of Ohio
STATE OF MISSISSIPPI, Country of Madison:
Billy Cooper Chiefe Country of Madison:

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



#### BOOK 169 PAGE 142 WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) cash in hand paid me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, E. D. MANSELL, do hereby convey and forever warrant unto ELIJAH COLE, JR., and BARBARA J. COLE, as joint tenants with full right of survivorship and not as tenants in common, the following described property, lying and being situated in Madison County, Mississippi, to-wit:

A parcel of property containing 0.3 acre, more or less, situated in Section 19, T11N, R5E, Madison County, Mississippi, described as

Commence at a point on the West line of Lot No. 8, Rolling Hills Subdivision, Part One, according to a plat on file in the office of the Chancery Clerk of Madison County, Mississippi, at the intersection of said line and the North right-of-way line of a paved public road; thence N 85° 02' W, 600.0 feet to the point of beginning; Thence N 04° 00' E, 133.7 feet; thence S 89° 35' W, 104.5 feet; thence S 04° 00' W, 112.4 feet to a point on the North right-of-way line of said public road; thence S 78° 45' E, 105.0 feet along said right-of-way line to the point of beginning.

THE WARRANTY of this conveyance is subject to:

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1980, and subsequent years.
- $^{\circ}$  2. Rights of way and easements for a public road upon which the south side of said land abuts.
- The exception of any and all interest in and to oil, gas and other minerals heretofore reserved, excepted and/or conveyed by the Grantor's predecessors in title.
- The Madison County, Mississippi Zoning and Subdivision cordinances and all amendments thereto.

THE GRANTOR warrants that the above described property does not constitute his homestead or any part thereof.

WITNESS MY SIGNATURE, on this the Lat day of <u>May</u>, 1980. D. Maurell Mansell, Grantor STATE OF MISSISSIPPI COUNTY OF MADISON PERSONALLY APPEARED before me,

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed / WITHESS MY HAIR GIVE OUT

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

day of Cipsal, 1980.

By M. Weight D.C.

2221 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, LOUIS ALLEN, Grantor, do hereby convey and forever warrant unto ERNEST MYLES, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

The  $W_{\overline{z}}$  of the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Beginning at a point which is 4.67 chains west of the southeast corner of Et of SWt of Section 13, and running thence north 23 degrees 8 minutes east 3.85 chains to a stake, thence west 3.30 chains to the east right-of-way of a 60 foot right-of-way belonging to the old cemetery, thence southerly along the east edge of said right-of-way to its intersection with the Robinson Road, thence easterly along the Robinson Road to the point of beginning, being in Section 13, Township 9 North, Range 3 East, and containing one acre, more or less.

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

1. State of Mississippi, County of Madison ad valorem taxes for the year 1980, which are liens but are not yet due or payable.

WITNESS MY SIGNATURE on this the 33

2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

	Louis Allen
101 *****	*****
STATE OF Mucheyan	\$
COUNTY OF Wayne	44
and for the jurisdiction above ment	, the undersigned authority in ioned Louis Allen, who acknowledged the above and foregoing instrument erein stated.
April UNDER MY HAND and office	ial seal on this the James day of
(SEAL)	Notary Public
MY COMMISSION EXPIRES:	Company of the state of the sta
July 6, 1980	a de la companya de l
LDIS P. MITCHELL, Notary Public, Wayne County, Mich. My Commission Expires July 6, 1980	The light for the second section of the following second section of the second
ATE OF MISSISSIPP, County of Medison:	· · · · · · · · · · · · · · · · · · ·
LEBrily V. Coopel Clark of the Chancery Court of	said County, certify that the within instrument was filed
record in my office this day of	, 19 8.0 at .# 30. o'clock M., and
s duly recorded on the day of	980, 19°, Book No/6 .9 on Page/. 🗸 .3 ir
office\	rMAY.6198019
	BILLY V. COOPER, Clerk

# KOOK 169 PAGE 144 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 for the further consideration of the assumption and agreement to pay by the Grantees herein, when and as due, their pro-rata share of the outstanding balance of the rental payments due and owing by the Grantor herein, under that certain Lease Agreement dated September 28, 1978 and filed for record in Book 448 at Page 203 in the office of the Chancery Clerk of Madison County, Mississippi, said Lease Agreement having been subsequently supplemented and amended by instruments filed for record in Book 456 at Page 100, Book 462 at Page 362 and Book 462 at Page 620, the undersigned, THE BREAKERS OF MISSISSIPPI, LTD., a Mississippi Corporation, Grantor, does hereby sell, convey and warrant unto JAMES M. WATKINS and wife, NANCY P. WATKINS, Grantees, as joint tenants with full rights of survivorship and not as tenants in common, leasehold interest in the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Unit One Hundred One (101) of Building No. Ten (10), and an undivided interest in the common areas (and all other rights thereunto pertaining) of The Breakers, a Condominium, according to the Plan of Condominium for such project, the plats and exhibits attached thereto, as recorded in Book 466, Page 200, and the plat recorded in Cabinet "B" at Slot 39, in the office of the Chancery Clerk of Madison County at Canton, Mississippi.

The Grantees by acceptance hereof and by agreement with Grantor, hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, provisions and conditions set forth in the above mentioned Plans of Condominium and the Declaration of Restrictions, filed for record and any amendments pursuant thereunto, including, but not limited to, the obligation to make payment of assessments for the maintenance and operation of the condominium which may be levied against such unit.

2232

This leasehold conveyance is made subject to the following:

- All the terms and conditions of the above described Lease Agreement.
- \* 2. All protective covenants, easements and rights of way of record and zoning ordinances affecting the above described property.
- The liens of the 1980 state, county and city taxes, which are not yet due and payable, which are to be prorated as of the date of delivery of this deed.
- All prior oil, gas and mineral reservations, conveyances or leases of record as pertain to the subject property.
- The terms, conditions, liens, easements, rights and obligations contained in the Declaration of Restrictions (together with any amendments thereto) as recorded in Book 466, Page 200, in the office of the Chancery Clerk of Madison County, Mississippi,

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer this the |St day of May, 1980.

THE BREAKERS OF MISSASSIPPI, LTD.

By John Sanford, . Secretary

STATE OF MISSISSIPPI

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JOHN SANFORD, personally known to me to be the SECRETARY of the within named THE BREAKERS OF MISSISSIPPI, LTD., who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said corporation and as its own act and deed, he having been first duly authorized so to do. this the day of May, 1980.

STATE OF MISSISSIRPI County of Madison:

- It Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office that D. day of MAY 6 1980

Was doly recorded on the day of MAY 6 1980

Witness my hand and seal of office, this the MIAY 6 1980

BILLY V. COOPER/Clerk

By 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, the undersigned, GARY BOWEN and wife, SHIRLEY BOWEN, do hereby sell, convey and warrant unto BARRY SHARPE STINGLEY and wife, VICKI S. STINGLEY, as joint tenants with the full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

All that part of the Northeast Quarter, Southeast Quarter (NE 1/4 SE 1/4) lying North of the public road and being situated in Section 31, Township 8 North, Range 2 West, consisting of 5.5 acres, more or less.

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

Ad valorem taxes for the year 1980 are to be prorated between the Grantors and the Grantees herein as of the date of this conveyance. WITNESS OUR SIGNATURES this the 20 day of April, 1980.

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

GIVEN under my hand and official seal of office, this the

day of April, 1980. My Commission Expires:

H3 Contraction Exchas Aug. 10, 1982

STATE OF MISSISSIPPLICOUNTY of Madison: my office. Witness my hand and seal of office, this the ...

BILLY V. COOPERCElerk By M. Wright D.C.

860K 169 PAGE 147

, **2238** 👾 .

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars can in hand paid by the grantee, the receipt and sufdiciency of all which is hereby acknowledged, we, JOHN L. STEEN and MARGARET W. STEEN, husband and wife, do hereby convey and warrant unto WALTER LEE LUCKETT the following described land lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing 3.35 acres more or less lying and being situated in the NE 1/4 of Section 6, Township 9 North, Range 4 East, Madison County, Mississippi and more particularly described as commencing at the southeast corner of the Gus Luckett property which is the intersection of the east line of said Section 6 with the north line of Old Mississippi State Highway No. 16 run N 89° 26' 38" W along the north line of said highway 995.89 feet to the point of beginning and from said point of beginning continue N 89° 26' 38" W along the north line of said Highway 290 feet to a point; thence north 502.22 feet to a fence corner on the south and west lines of the Sudie Divine property; thence S 89° 50' 36" E along the south line of the Sudie Divine property 290 feet to a point; thence south 504.24 feet to the point of beginning.

A plat is attached hereto and made in aid of and as a part of this description.

Grantors reserve all merchantable pine timber now standing and growing on said above described land for a period of six (6) months.from the date of this instrument.

Grantors reserves unto themselves one-half (1/2) of all oil, gas and other minerals remaining on said property above described.

The 1980 ad valorem taxes are pro-rated: Grantors to pay 4/12ths, grantee to pay 8/12ths.

WITNESS OUR SIGNATURES, this \_\_\_\_ day of May, 1980.

MADSON COUNTY TO SELECT John L. STEEN P. A.

MARCARET W. STEEN

BÖOK 169 PAGE 148

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state aforesaid, the within named JOHN L. STEEN and MARGARET W. STEEN, who each acknowledged to me that they did sign and deliver the foregoing instrument on the day and year therein mentioned as and for their act and deed.

GIVEN UNDER MY HAND and seal of office, this 5 day of May

1980

(SEAL)

COMMISSION EXPIRES: 1-2-84

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of Section 6, Township 9 North Range 4 East, Medison County, Mississippliend more; particularly described as commencing at the southeast corner of the Gus Luckett programment party which is the intersection of the east line of said Section 6 with the north line of the party which is the intersection of the east line of said Section 6 with the north line of the party which is the intersection of the east line of said Section 6 with the north line of the party which is the intersection of the east line of said Section 6 with the north line of the line of N 89° 26' 38"W along the north line of said highway 315.99 feet to a point; thence s. 89° north 504, 24 feet to a point on the south line of the Sudie Divine property; thence s. 89° north 504, 24 feet to a point on the south line of the Sudie Divine property; thence s. 89° north 504, 24 feet to a point on the south line of the Sudie Divine property; A parcel of land containing 5 acres more or less lying and being situated in the NE 50' 36"E along said south line 545.52 feet to a point; thence 8 24.24"34"W 555.46" y feet to the point of beginning. highway 679;9 feet to the point of beginning, and from said point of beginning continue Old Mississippi State Highway No. 16, run N 89° 26, 38"W along the north line of said.

of Section 6, Township 9 North, Range 4 East, Madison County, Mississippi and more: N 89° 26' 38"W along the north line of said highway 290 feet to a point; thence north PROPERTY OF WALTER LEE LUCKETT:

A parcel of land containing 3.35 acres more or lass lying and being situated in the Ni particularly described as commencing at the southeast corner of the Gus Luckett propoint; thence south 504.24 feet to the point of beginning. thence S 89, 50' 36"E along the south line of the Sudie Divine property, 290 feet to a perty which is the intersection of the east line of said Section 6 with the north line of Old Mississippt State Highway No : 16 run N 89° 26' 38"W along the north line of said "... 502.22 feet to a fence corner on the south and west lines of the Sudie Divine property; lighway 995,89 feet to the point of beginning and from said point of beginning continue,



2240

WHEREAS, by right-of-way instrument dated February 28, 1951, recorded in Book 50 at Page 208 of the records of the Chancery Clerk of Madison County, Mississippi, N. W. Overstreet conveyed to Mississippi Power & Light Company, its successors and assigns, a right-of-way and easement 50 feet in width; and

WHEREAS, said right-of-way instrument described the following lands located in Madison County, Mississippi:

Et of Lots 3 and 6 of Block 41 and Et of Lots 3 and 6 of Block 43 and all of Lots 2 and 7 of Block 43 of Highland Colony, with the exception of a tract of land about 2 acres in size lying in the SW corner of the Et of Lot 6 of Block 43 (of Highland Colony), now used, occupied and owned by the Trustees of the colored school, sometimes known as the County Line Clear Lake School; Being an additional strip of land 50 feet wide south of, parallel with and adjoining the right-of-way and easement conveyed by N. W. Overstreet to Mississippi Power & Light Company on August 27, 1946 as shown of record in Deed Book 34, Page 372, Chancery Clerk's records, Madison County, Mississippi.

and

WHEREAS, by right-of-way instrument dated August 27, 1946, recorded in Book 34 at Page 372 of the records of the Chancery Clerk of Madison County, Mississippi, N. W. Overstreet conveyed to Mississippi Power & Light Company, its successors and assigns, a right-of-way and easement 50 feet in width; and

WHEREAS, said right-of-way instrument described the following lands located in Madison County, Mississippi:

The E½ of the E½ of the NW½ of the SE¾ of Section 32, Township 7 North, Range 2 East, being the E½ of Lots 3 and 6 of Block 41 of Highland Colony, as shown by the Map or Plat of Highland Colony, on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Books 1 and 2, Page 6.

#### byok 169 page 152

WHEREAS, the right-of-ways as located do not cover or cross the lands hereinafter described and the undersigned has been requested to execute this instrument, disclaiming any ownership of a right-of-way under the above instruments insofar as it affects the lands hereinafter described.

NOW, THEREFORE, in consideration of the premises, the undersigned, Misssissippi Power & Light Company, does hereby disclaim any right-of-ways and easements under the above described instruments on, over and across the following described lands located in Madison County, Mississippi, to-wit:

A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, containing 0.69 of an acre, more or less, more particularly described as:

Begin at a point on the West right-of-way line of Old Canton Road thirty feet West of the center of said road as it is now (March, 1980) laid out and established, said West right-of-way line being 30 feet West of and parallel to the centerline of said road as indicated on the plans for said road identified as Federal Aid Secondary Project No. S-0516(1)B, said point being also 239.5 feet North of and 741.9 feet West of the Southeast corner of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and said point being also 200.0 feet North of the North right-of-way line of County Line Road as said North right-of-way line of County Line Road is now laid out and established; run thence North 00 degrees 10 minutes West and along the said West right-of-way line of Old Canton Road for a distance of 200.0 feet to a point; run thence South 89 degrees 56 minutes West for a distance of 150.0 feet to a point; run thence South 00 degrees 10 minutes East for a distance of 200.0 feet to a point; run thence South 00 degrees 10 minutes East for a distance of 150.0 feet to a point; run thence North 89 degrees 56 minutes East for a distance of 150.0 feet to the point of beginning.

EXECUTED this the  $\frac{18}{100}$  day of

, 1980.

IGHT COMPANY

MISSISSIPP

bv.

President

Assistant Secretary

# BDOK 169 PAGE 153

STATE OF MISSISSIPPI

	COUNTY OF HINDS
	Age of the second secon
	PERSONALLY came and appeared before me, the undersigned
	authority in and for the jurisdiction aforesaid, and while within
	my official jurisdiction, the within named DC LUTKEN
	and H. H. MAPP, personally known to me to be the
	PRESIDENT and ASSISTANT SECREMAY.
	respectfully, of MISSISSIPPI POWER & LIGHT COMPANY, who acknowledged
,.	that they signed and delivered the above and foregoing instrument
	of writing on the day and for the purposes therein mentioned for
	and on behalf of said corporation and as its own act and deed,
•	they having been first duly authorized so to do.
	GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this
	the 24 day of \$\frac{4}{2}\text{VI} \rightarrow 1980.
	Testel Heherau )
	NOTARY PUBLIC
	My Commission Epxires:
	My Commission Expires July 22, 1983.
	my demands
STATE	DF MISSISSIPPI, County of Madison:
a de la B	
for recon	illy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
	d in my office this. 5. day of
my office	19 Book No/6. Jon Page /5 /. in
, Witn	less my hand and seal of office, this the of MAY 6 1980
	RILLY Y COORED ON I
1111	BILLY V. COOPER Clerk
r iggere	by, D. C.
- 1 g 42 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Sier San
人主義	

STATE OF MISSISSIPPI COUNTY OF MADISON

#### 100k 169 PAGE 154

2242

#### WARRANTY DEED



FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KARE COMPANIES, LTD., a Delaware Corporation, does hereby sell, convey and warrant unto HALE ROBERTS ENTERPRISES, INC., a Mississippi Corporation, the following described real property lying and being situated in Madison County, Mississippi, and more particularly described as follows:

A lot or parcel of land fronting 100.4 feet on the west side of Mississippi State Highway No. 43, containing 0.4 acres, more or less, lying and being situated in the NE 1/4 of Section 20, Township 9 North, Range 3 East, Canton, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point that is 616.7 feet East and 7.2 feet South of a concrete monument representing the NE corner of Lot 6, Block "H", East Acres Subdivision, thence S 48°12' E for 193.7 feet to a point on the west R.O.W. line of Mississippi Highway No. 43; thence S 44°40' W along said R.O.W. line for 100.4 feet to the most easterly corner of the Fullilove lot; thence N 48° 12' W along said Fullilove's north line and chain link fence for 184.5 feet to a fence corner; thence N 39°23'E for 100.3 feet to the point of beginning.

Said above described property being subject to a sewer easement across the NW corner thereof and being 5 feet either side of a line described as: Beginning at a point on the West R.O.W. line of Mississippi State Highway No. 43 that is 20.2 feet N 44°40' E of the NE corner of the above described property and run N 56°12' W along said sewer line for 176.4 feet to a sewer clean-out; thence S 60°48' W along said sewer line for 101 feet to a manhole.

This conveyance is subject to the following exceptions:

- 1. Ad valorem taxes for the year shall be prorated with the Grantor paying 4 /12ths of said taxes and the Grantee paying 8 /12ths of said taxes.
- Zoning Ordinances and Subdivsion Regulations of Madison County,
   Mississippi.

# 13006 169 Page 1541/2

The warranty herein does not extend to the oil, gas and other

minerals, but all oil, gas and other minerals owned by the grantor herein

immediately prior to the execution of this deed is hereby conveyed.	
EXECUTED this the State day of May, 1980.	
<b>.</b> . •	
KARE COMPANIES, LTD., a Delaware Corporation	
$\cdot$	
BY: 58 Th	
annum man man and a state of the state of th	
The state of the s	
(SEAL)	
The state of the s	
STATE OF MISSISSIPPI	
COUNTY OF MADISON	
Personally appeared before me, the undersigned authority in and	
for said county and state, the within named B.E. Shum,	
known to me to be volute of Kare Companies, Ltd., a	
Delaware Corporation, who acknowledged to me that he signed, executed	
and delivered the above and foregoing instrument on the day and year	
therein mentioned, for and on behalf of said corporation, he being first	
duly authorized so to do.	
Given under my hand and official seal, this the $\frac{1}{1}$ day of	
Mey_, 1980.	
NOTARY PUBLIC	
(SEALUMING)	
NEI/E	
The state of the contraction of the contract o	
The state of the s	
STATE OF MISSISSIPE, County of Madison:	
Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed	
for record in my office this day of MAY, B). 1980	
was duly recorded on the state of the state of MAY 6 1980 19 19 19 19 19 19 19 19 19 19 19 19 19	
BILLY V. COOPER, Clerk	
By 0) 1 (Ungutt, p. c.	
•	

E

660x 169 PAGE 155

(1/B)

2249

\_ County on the land owned

OPTION CONVEYING ROAD BUILDING MATERIALS

For and in consideration of \*\*Pifteen cents (\$-0-15 ) per cubic yard, loose vehicular measure, payable as hereinafter set out, the undersigned hereby warrants, sells and conveys an option unto \*\*Madison\*\* County, or its agents, all road building

by the undersigned described as follows:

materials required for Project No. SAP 45(28), Madison

Being located 2.75 miles left of Station 81+30 as shown on plans for Project 45(28) by Horace B. Lester, County Engineer for Madison County, and further being located in the Southwest Quarter of Section 20, Township 8 North, Range 1 East, Madison County, Mississippi

It is further understood and agreed that the grantee will remove said road building materials from said property and leave said property in a condition satisfactory to the owner.

It is further understood and agreed that the grantee shall have the right at any time within said eighteen months period to enter upon the above described land and to make tests by boring holes thereon and removing therefrom dirt for the purpose of testing the materials to be used and in the event the grantee decides for any reason not to use the material above mentioned, there shall be no damage on account of any said work, except that the grantee shall be required to fill up said holes and to pay the actual value of timber cut out from said property.

It is further understood and agreed that at the end of said eighteen months, all rights, title, or interest conveyed by this instrument shall revert to grantor herein.

It is further understood and agreed that for the same consideration the right of ingress and egress over the land herein above described or any lands of grantor, for

Page 1 of 2

#### 169 PAGE 156

the purpose above stated, is hereby granted and conveyed unto said grantee by the undersigned. Witness my signature, this the 23rd day of STATE OF MISSISSIPPI COUNTY OF MADISON Personally appeared before me, the undersigned authority, \_\_\_, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he saw the within named DUDLEY R. BOZEMAN whose name s \_\_ and \_\_\_ P. W. BOZEMAN subscribed hereto, sign and deliver the same to THEY the said name as a witness thereto in the presence of the said NOTARY PUBLIC and Affiant Sworn to and subscribed before me this the 23rd day of APRIL 198 80 . Barbara C. Ester NOTARY PUBLIC My Commission Expires November 14, 1982 STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clerk of the Chancery Court of said County certify that the within instrument was filed The state of the s BILLY V. COOPER, Clerk 

FOR and in consideration of the sum of Ten Dollars, cash paid in and other good and valuable considerations, the receipt of which is hereby acknowledged, BUILDING SPECIALISTS, INC., a Mississippi Corporation, acting by and through its duly and legally authorized officer, does hereby sell, convey and warrant unto FRANK L. COVINGTON, JR. AND ANNA C. COVINGTON, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in the County of Madison, State of Mississippi, to-wit:

Lot 156, Village Square Subdivision, Part 1, a subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi in Plat Slide B at Slot 38, reference to which is hereby made.

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

It is understood and agreed between the Grantor and Grantees that taxes for the year 1980 are to be prorated as of the date of this deed.

WITNESS the signature of BUILDING SPECIALISTS, INC., by its duly 1 5+ day of May, 1980. authorized officer, this the \_\_\_ BUILDING SPECIALISTS, INC.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, Frank Covington and Ben A. Utley, who acknowledged that they are President & Vice President of BUILDING SPECIALISTS, INC., a Mississippi Corporation, and that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned for and on behalf of said corporation, having been first duly authorized so to do.

Given under my hand and official seal, this the day of May, 1980.

My commission expires:

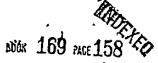
My Commission Expires March 28, 1964,

Marie Marie STATEOF MISSISSIPPI, County of Madison:

for record in my office this downward and of MAY 7 1980 19 MAY 7 19 MAY 7 19 MAY 7 19 MAY 7 19 MAY 7

Witness my hand and seal of office, this the ......of .. MAY.7...1980 ....., 19

BILLY V. COOPER, Clerk n. 11hz oht



WHEREAS, on April 4, 1979, Earnest E. Wells and wife, executed a Deed of Trust to

Lem Adams, III , Trustee for the use and benefit of

Laura McLaurin Stamps

, which Deed of Trust is on file and of record In the office of the Chancery Clerk of Madison County at Canton , Mississippi, in Deed of Trust Record

Book 455 at Page 666 thereof; and re-recorded in Book 469 at Page 717 thereof; and

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

WHEREAS, the undersigned Trustee in accordance with the terms of said Deed of Trust and the laws of the State of Mississippi, did advertise said sale in the Madison County Herald, a newspaper published in the City of Madison

Canton
County, Mississippi, on the following dates, to-wit: April 10, and 24 and May 1, 1980
, which is more fully shown by the original Proof of Publication which is attached hereto as Exhibit "A" and is made a part hereof as though fully copied herein in words and figures and by posting on the 7th day of April , 19 80 a copy of the Trustee's Notice of Sale on the bulletin board of the County Courthouse of Madison County at Canton , Mississippi; and

WHEREAS, on the 2nd day of May 19 80, at the main front door of the County Courthouse of Madison of 11 o'clock A.M. and 4 o'clock P.M., the undersigned Trustee and best bidder for cash the following described land and property Mississippi, to-wit:

NESTSSIPPI; and May 19 80, William of the County Courthouse of Madison of 19 80, Madison of Madison of

All that certain land and property described in Exhibit "B" which is attached hereto and made a part hereof as though fully copied herein in words and figures.

The understand Tours	109 PAGE 13
for sale at public outers as a	offered the above-described property et forth above, and there appeared
at said sale <u>Laura McLaurir</u>	n Stamps
·-	
for all of the above described	100 DOLLARS (\$\frac{45,000.00}{\text{property}}\)  property, and said property was
struck off to Laura McLau	property, and said property was
	for said amount and said
bidder was declared the purcha	ser thereof.
NOW THEREFORE, in consid	eration of the premises and the sum
	NO/100
the receipt of which is hereby	acknowledged, LEM ADAMS, III.
TRUSTEE , d	oes hereby sell and convey unto
LAURA MCLAURIN STAM	<u> </u>
property, conveying only such	all of the above-describ title as is vested in him as Trustee.
WITNESS MY SIGNATURE on	this the <u>2nd</u> day of <u>May</u>
19_80	
	•
	. `. ^
	10. 1/1.
·	LEW WOOMS CALL TRUSTED
STATE OF MISSISSIPPI	cen Appuis / 111, 1802155
COUNTY OF UTUO	
COUNTY OF HINDS .	
Personally appeared befor	re me, the undersigned authority in
and for the jurisdiction afores	re me, the undersigned authority in said, the within named
LEM ADAMS, III , Trustee i	in the above and foregoing instrument o me that he as Trustee signed and
of Writing, who acknowledged to	o me that he as Trustee signed and
and year and for the purposes t	INU INSTRUMENT OF Writing on the day
and toll the hallboses t	unerein mentioned. * '
GIVEN UNDER my hand and o	official seal of office, on this the
2nd day of MAY	, 1980
7	
	•
n minimum mai	<b>4</b> •
Total Control of the	Oba 1 An R.
	- Charlotte Brown.
in idamataka na ayas ya	NOTARY PUBLIC
in domnission expires:	•
February 16, 1983	
e cubic Ebb	

#### MADISON COUNTY HERALD

#### PROOF OF PUBLICATION

	THE STATE OF MISSISSIPPL
TRUSTRE'S NOTICE OF SALE WHEREAS, on April 4, 1919." EARNEST E WELLS and wife, SANDRA WELLS executed a Dead	i iiib sixiib qi mbsibsilin
EARNEST E WELLS and wile.	MADISON COUNTY.
of Trust to LEM ADAMS III,	
Trusted for the use and benefit of	
MRS. LAURA MCLAURIN STAMPS on which Deed of Trust is	Personally appeared before me,
on life and of record in the office of	
the Chancery Clerk of Medison	Elg. Th. Weccellyn
County at Canion, Mississippi, in Deed of Trust Record Book 455 at	a Nyfary Public in and for Madidin County, Mississippi, GARY ANDREWS, who being duly sworn says that he is the Publisher of the MADISON COUNTY HERALD, and that such is a
Page 444 thereoly and re-recorded	Mississippi, GARY ANDREWS, who being duly
in Book 447 at Page 717 thereofy and WHEREAS, default having been	sworn says that he is the Publisher of the
made in the performance of the	MADISON COUNTY MERALD, and the statute.
made in the performance of the conditions and aliputations as ser- torth by said Deed of Trust, and	newspaper within the meaning of the statute, published weekly in Canton, Madison County,
having been requested so to do by the legal holder of the indebtedness	Mississippi, and having a general circulation in the
secured and described by said Deed	City of Canton and Madison. County, Mississippi, and that the notice, a true copy of which is hereto
I II. LEM ADAMS, III. Trustee, by	attached, appeared in the issues of said
secured and described by said Deed ef Trust, notice is here by eiven that it. LEM ADAMS, Ill. Trustee. by vidue of the authority conferred upon me in said Deed of Trust, will other for sale and will said as public alle and outcry to the highest and best bidder for cath, between the floors of 11 e'clock A.M. and 4 o'clock P.M. at the main front door of the County Courthouse of Mastissippi, on the 2nd day of May)  [180] Mississippi, on the 2nd day of May) [180] The following described land	newspaper, . 4 times as follows:
offer for sale and will sell at public	4
Sale and outcry to the highest and	VOL. 8 NO. S DATE Jan 10, 15 30
Conours of 11 o'clock AM, and 4	7
o'cleck P M. at the main front door	20 //. /> /2 0
Hadison County at Canten,	VOL. 8 NO. 16 DATE COL. 17, 19 80
Mississippi, on the 2nd day of May)	1 0
and preperty situated in the County of Madison, State of Mississippl, 19	VOL 88 NO DATE CARL 24 19 80
of Medison, State of Mississippi, 19	700-
EXHIBIT "A"	VOL 88 NO 18 DATE May / 1980
Ten (10) acres off the East side of	VOL 88 NO 8 DATE / 1980
Ten (10) acres of the East side of the following deteribed react, of land. Twenty (20) acres evenly off the Seventy of the Seventy of the Seventy (20) acres evenly off the Seventy of Seventy of the Seventy of Seventy	l //
	VOLNODATE
(6) North, Range Two (2) East, less that part conveyed to the State Highway Commission, as shown by	
Highway Commission, as shown by	Number Words 6/2
	Number Words 6
Page 132 in the office of the Chan- cery Clerk of Madison County,	//
	Published Times
massauppi, and , The North-hall (N 's) of the S 's of NE-M of SE-J of SE 's, Section 7 I Township 7 North, Range 2 East, Musted in the Town of Madison, Madison County, Mississippi, together with all improvements	Tubibacu
of NE-W of SE-Ja of SE Ja, Section 7	9180
situated in the Town at Madison	Printer's Fee \$ 9/280
Madison County, Mississippi, together with all improvements thereon and all appurtenances	<u> </u>
thereen and all appurtenances	Making Proof \$ /. D.D.
me following: A parcel of land situated in the SE to of SE to of Section 7, Township 7 North, Range 2 East, in the Town of Madison, Madisan Country, Mississippi, more	92.80
2 East, in the Tewn of Madison,	Total \$ 7000
Madisan County, Mississippi, more	1 ,
particularly described as A S Commencing at the Northeast Corner of Lot 10 of Scott Subdivision	Afflant further states that said newspaper has been established for at least twelve months next
corner of Lot 10 of Scott Subdivision	prior to the first publication of said notice.
as shown on map or plet of seld subdivision now of record in Plet Book 5 at Page 18 thereof in the Chancery Cieck's Office for	prior to the first publication of said notice.
Chancery Clerk's Office for	VOL. Historia
meanson county, mississippi, and	(Signed)
line of Taylor Street, thence sun	(Signed) Piousher
East along the North line of Taylor	The state of the s
beginning tof the parcet here	Sworn to and subscribed before me this
described (seld point of beginning)	
mence run North 40 feet to the North line of Taylor Street, thence run East along the North line of Taylor street: 4.58 'teet to the point of beginning at the parcel here described (seld point of beginning) being 10 feet East of a large secon' free larded on the North line of Taylor Street: and from said news	1 30 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Taylor Streets and from said point	day of - / Lagran 0 011 1940
North line of Taylor stong the	
Taylor Sweets and from said point of beginning-run west along-the North line of Taylor Street, 189 feet to a stake! figence-run North 105 feet to a stake! Thence-run East! parallel to Taylor Street to see to a stake! Thence-run Cast! parallel to Taylor Street to See to a stake! Thence-run South 105 Gest to a	J 70 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
parallel to Taylor Street Inch East;	in the self of the Note of the line
parallel ( legior Street to Steet to a slake) thence ( legion) south los feet to the point of, beginning, and in lending to describe the paccel of, lend conveyed by Cra. I what is	O PROPERTY AND PROPERTY OF TANK
tending to beginning; and in	
iand conveyed by Ora J. Winston to Oscar . Aldridge by Grad dated October 27, 1945, Paraceled in Land Record Book 31 at page 78.	
October 27, 1945, Personal Wated	XHIBIT My Commission Expires May 27, 1983
Record Book 31 at Dangers III Land	XHIBIT WALL STORES THE PARTY STORES THE PARTY STORES

DOOK 169 PAGE 181

The North-half (N-1/2) of the S-1/2 of NE-1/4 of SE-1/4 of SE-1/4. Section 7. Township 7 North, Range 2 East situated in the Town of Madison, Madison County, Mississippi, together with all improvements thereon and all appurtenances thereunto belonging, less and except the following: following:

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

Commencing at the Northeast corner of Lot 10 of Scott Subdivision as shown on map or plat of said subdivision now of record in Plat Book 5 at Page 18 thereof in the Chancery Clerk's Office for Madison County, Mississippi, and thence run north 40 feet to the north line of Taylor Street, thence run east along the north line of Taylor Street 4.58 feet to the point of beginning of the parcel here described (said point of beginning being 10 feet east of a large pecan tree located on the north line of Taylor Street) and from said point of BEGINNING run west along the north line of Taylor Street) and from said point of BEGINNING run west along the north line of Taylor Street 105 feet to a stake; thence run north 105 feet to a stake; thence run east parallel to Taylor Street 105 feet to a stake; thence run south 105 feet to the point of the beginning; and intending to describe the parcel of land conveyed by ORA J. WINSTON to OSCAR ALDRIDGE by deed dated October 27, 1945, recorded in Land Record Book 31 at Page 196 thereof in the Chancery Clerk's Office for Madison County, Mississippi.

AND

Ten (10) acres off the East side of the following described tract of land in Madison County, Mississippi,

Twenty (20) acres evenly off the South side of the Southwest 1/4 of Southwest 1/4 of Section Ten (10), Township 8 North, Range 2 East, less that part conveyed to the State Highway Commission, as shown by deed recorded in Deed Book 76 at Page 132 in the office of the Chancery Clerk of Madison County, Mississippi, subject to existing roadways and easements; existing County and subdivision zoning ordinances; existing right of way over West part of above-described property; and less all oil, gas and other minerals reserved by prior owners.

EXHIBIT "B" to Trustee's Deed dated May 2, 1980, ex by Lem Adams, III, Trustee to Laura McLaurin Stamps

	Mar. 2
STATE OF MISSISSIPPI, County of Medison:	
المروز المروز (Billy V. Cooper, Clerk of the Chancery	Court of said County, certify that the within instrument was filed
for record in my office this day of	Court of said County, certify that the within instrument was filed here
was duly recorded on the . s.c day of	MAY. S. 1900, 19, Book No. 6. Jon Page 2
for record in my office this day of was duly recorded on the	of MAY.71980, 19
	BILLY V. COOPER, Clerk By
San	By. J. J. C. C. D. C.

Book 169 Page 162

FOR A VALUABLE consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, the undersigned C. P. BUFFINGTON and IDA MARY BUFFINGTON, do hereby convey and forever warrant unto BARBARA JEAN WILSON, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot 20 and the North 3 feet of Lot 19 Myers Subdivision, City of Canton, Madison County, Mississippi, according to plat on record in the Chancery Clerk's Office, Canton, Mississippi.

THIS CONVEYANCE IS executed subject to the following:

- 1. Ad Valorem Taxes for the year 1980 and subsequent years.
- 2. Zoning Ordinances of the City of Canton and Madison County, Mississippi.
- 3. Exception of such oil, gas and mineral rights as  $may \ now \ be$  outstanding of record.
- 4. Restrictive covenants now of record pertaining to the above described property.
- Existing utility and/or drainage easements now of record pertaining to the above described property.

	Ida Mary Buffington 60
	TATE OF MISSISSIPPI HADISON COUNTY
	PERSONALLy appeared before me, a Notary Public in and for said county and State, the within named C. P. BUFFINGTON and IDA MARY BUFFINGTON into acknowledged that they signed and delivered the foregoing instrument in the day and year therein mentioned as their act and deed.  GIVEN under my hand and official seal this 52 day of may not may not may be seally seally be supplied to the seal of the seal o
	y Commission Expires:
į	AND COMMISSION FIRSTS FOR 22 1031
ŠĪ	SIPPI, Çounty of Madison:
, /	oper, Clark of the Chancery Court of said County, certify that the within instrument was filed ffice this. O. day of
ec	on the day of MAY. 7 4980 19 , Book No /6 9 on Page /62 in
h	and and seal of office, this the
	Since Since Billy V. Coopera Clark
-	By h. Wish D.c.

Z,

## abiok 169 PAGE 163



#### VARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand this day paid and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, HARVEY I. PASS and wife, BEATRICE H. PASS do hereby sell, convey and warrant unto CHARLES L. TYRONE and wife, KIMBALL G. TYRONE, 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 SEVENTY-SEVEN (77), of GATEWAY NORTH, PART II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at Page 44, reference to which map or plat is hereby made in aid of this description.

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.    We with prinicipal balance of \$44.335.21
Grantees assume and agree to pay that certain deed of trust/ executed by Richard S. Zeiner and Polly A. Zeiner to Mid-State Mortgage Compan, dated 5/2/77, and recorded in the office of the aforesaid Clerk in Book 429 at Page 608
Grantors do hereby assign, set over and deliver unto the grantees any and all escrow funds held by the beneficiary under said deed of trust.
It is understood and agreed that taxes for the current year have been pro- rated as of this date on an estimated basis and when said taxes are actually deter- mined, if the proration as of this date is incorrect, then the grantors agree to pay to the grantees any deficit on an actual proration and, likewise, the grantees agree to pay to grantors any amount over paid by them.
WITNESS OUR SIGNATURES, this the $\frac{6^{th}}{10^{th}}$ day of MAY, 1980.
HARVEY I. PASS
BEATRICE H. PASS
STATE OF MISSISSIPPI COUNTY OF HINDS
Personally came and appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named <a href="Harvey I. Pass">Harvey I. Pass</a> and Beatrice H. Pass who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.  GIVEN UNDER MY HAND AND OFFICIAL SEAL; this the day of MAY 1980  NOTARY PUBLIC  NOTARY PUBLIC
for record in my office this
was duly recorded on theday of
BILLY V. COOPER, Clerk By

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, the undersigned, JIM W. GIBBS, do hereby bargain, convey and quitclaim unto JANET SUE GIBBS, all my interest in and to the following described real property situated in Madison County, Mississippi, to-wit:

> A tract or parcel of land situated in Section 21, Township 8 North, Range 1 East, more particularly described as beginning at the corner common to Sections 16, 17, 20 and 21, Township 8 North, Range 1 East, and run thence north 88° 43' 49" east a distance of 3,349.89 feet, run thence south a distance of 907.32 feet to an iron pin which is the POINT OF BEGINNING of the lot here described, run thence south 89° 34' 56" east a distance of 1,931.71 feet to an iron pin on the west right of run thence south 89° 34' 56" east a distance of 1,931.71 feet to an iron pin on the west right of way line of Mississippi Highway #463, run thence south 00° 48' 11" east along said west boundary line of Mississippi Highway #463, a distance of 452 feet to an iron pin, thence run north 89° 34' 56" west a distance of 1,938.04 feet to an iron pin, run thence north a distance of 451.91 feet to the point of beginning.

WITNESS MY SIGNATURE, this the 29 day of April, 1980.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JIM W. GIBBS, who, acknowledged that he signed and delivered the above and foregoing Quitclaim Deed on the day and year therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 29th day of April, 1980.

My Commission Expires:

Commission Expires Jan. 10, 1981

.. 5 1777 7 STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

D. C.

\* F3"X

2260

#### WARRANTY DEED

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt of all of which is hereby acknowledged, I, FRED T. BOWMAN, do hereby sell, convey and warrant unto ROY H. STEWART and JESSIE M. FORTENBERRY STEWART, husband and wife (hereinafter in this deed referred to as "Grantees"), the following described land and property situated in Madison County, Mississippi, to-wit:

Lot 149, of Lake Lorman, Part 5, 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, reference to which is hereby made in aid of and as a part of this description.

And for the same consideration aforementioned, the Grantor does hereby grant and convey unto the Grantees named above, and unto Grantees' successors in title, a non-exclusive, perpetual and irrevocable easement for the use of the surface of Lake Lorman situated in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating, swimming and water sports, subject to the terms, conditions and covenants contained in that certain instrument executed by Piedmont, Inc., recorded in Book 315 at Page 431 in the office of the Chancery ....

And for the same consideration aforementioned, the undersigned does hereby grant and convey unto the aforementioned Grantees and unto Grantees' successors in title a non-exclusive, perpetual and irrevocable easement over and across those certain areas forty feet in width designated "reserved for private drive" on the plat of said subdivision for purposes of ingress and egress to and from the public road at the extremity of said private drive. And this conveyance is made subject to the provisions of that certain covenant from Piedmont, Inc. to Madison County, Mississippi, relative to said private drive or road recorded in the office of the Chancery Clerk of said County in Book 305, at page 248 thereof.

#### Mick 169 PAGE 166

There is excepted from this conveyance and from the warranty hereof all oil, gas and other minerals lying in, on and under said property.

Grantor does hereby grant and convey unto Grantees and unto Grantees' successors in title a non-exclusive, perpetual and irrevocable easement over and across all of that land lying between the front lot line of said lot and the water line of Lake Lorman as it exists from time to time (and bounded on either side by the side lot lines of said lot extended) for ingress and egress to the waters of said lake.

There is excepted from the warranty of this conveyance and this conveyance is made subject to all of those certain protective and restrictive covenants executed by Piedmont, Inc. and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Deed Book 315, at Page 431 thereof, as well as any zoning ordinances of Madison County, Mississippi, affecting said property.

The Grantees herein do by the acceptance of this deed covenant for themselves and for their successors in title with the Grantor herein and its successors in title to the other lots in said five subdivisions that so long as the aforementioned protective covenants remain in force no building shall be located on the lot hereby conveyed nearer than fifty feet (50°) to the front lot line of said lot, nor shall any dwelling be permitted on the lot hereby conveyed, the ground floor area of which dwelling, exclusive of one story open porches shall be less than 900 square feet. The lot line of said lot nearest to or abutting the water line of Lake Lorman shall always be considered the front lot line of said lot; and any residence constructed on said lot shall be so constructed as to front or face the main body of Lake Lorman.

# 169 ME 167

Grantees assume and agree to pay the ad valorem taxes for the current year.

WITNESS my signature, this the \_\_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_, 1980.

Fred T. Bown

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally appeared before me, the undersigned Notary Public, the within named Fred T. Bowman, who acknowledged to me that he executed and delivered the above and foregoing Warranty Deed on the day and in the year therein mentioned.

GIVEN under my hand and official seal of office, this the day of Ma \_, 1980.

My Commission Expires:

Lly Commission Expires / ---

STATE OF MISSISSIPPI, County of Madison:

BOOK 169 PAGE 168

#### WARRANTY DEED

. 2263

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, We, H. W. DENNIS and wife, JANICE M. DENNIS, Grantors, do hereby convey and forever warrant unto J. WILSON LAFOE and ALEXANDER B. ROBERTSON, Grantees, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A certain parcel of land being situated in Section 6, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Beginning at the northeast corner of Lot 155 of Lake Lorman, Part 5, and run North 3 degrees 23 minutes 30 seconds East, 40 feet; thence North 86 degrees 36 minutes 30 seconds West, 666 feet; thence South 61 degrees 39 minutes West, 154.43 feet; thence North 2 degrees 37 minutes East, 158 feet to the Point of Beginning of the land described herein; thence South 84 degrees 01 minutes West, 100.12 feet; thence North 2 degrees 37 minutes East, 192.2 feet; thence South 70 degrees 47 minutes East, 103.3 feet; thence South 2 degrees 37 minutes West, 147 feet to the Point of Beginning, which said parcel of land shall hereinafter sometimes be referred to as Lot 223, Lake Lorman, Part 8, for purposes of reference and identification.

For the same consideration, the Grantors do grant unto the Grantees all of their right, and title to non-exclusive, perpetual and irrevocable easements (1) across certain 40 foot strips; (2) the use of the surface of Lake Lorman; (3) the surface of Little Lake Lorman, which rights are set forth in detail in that certain Warranty Deed dated August 13, 1970, and recorded in Book 123 at Page 69 in the office of the Chancery Clerk of Madison County, Mississippi, from Piedmont, Inc., to Howard E. Neal, et ux, subject to the exceptions set forth therein.

This conveyance is made subject to the following exceptions, to-wit:

- Ad valorem taxes for the year 1980 are to be prorated by Grantors and Grantees as of the date of this conveyance.
- 2. Madison County Zoning and Subdivision Ordinace as adopted by the Madison County Board of Supervisors and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi.
- 3. Reservation or conveyance by prior owners of all oil, gas and other minerals lying in, on or under the subject property.

#### 600x 169 PAGE 169

Those certain protective covenants which are refered to and set forth In Warranty Deed dated August 13, 1970, and recorded in Deed Book 123 at Page 69 in the office of the Chancery Clerk of Madison County at Canton, Mississippi, from Piedmont, Inc. to Howard E. Neal, et ux. WITNESS OUR HANDS AND SIGNATURES, 1980. JANICE M. DENNIS STATE OF MISSISSIPPI COUNTY OF [[///J/1/1/g/ton) PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named H. W. DENNIS, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein stated. GIVEN UNDER MY HAND and official seal of office, this 1980. My Commission Expires: My Commission Expires Oct. 4, 1982 STATE OF MISSISSIPPI ) COUNTY OF MADISON PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JANICE M. DENNIS, who acknowledged to most that she signed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein stated. GIVEN UNDER MY HAND and official seal of office, this 30 day of Opril , 1980. My Commission Expires: My Commission Expires Sept. 22, 1982 STATE OF MISSISSIPPI, County of Madison: MAY 7 1980 , 19 ..... BILLY V. COOPER, Clerk

By D. C.

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	Form	N۸	328	

Form No 328	- 800x <b>169</b>	PAGE 170		
	*	Madison	rest 4	2264 County, Mississippi
Electrical Distribution	LINE	WA 65530	FCA_	360.2
DIC	TIT OF WAY	BA 80-223	-	Street
RIG	SHT OF WAY	INSTRUM	:NI	ALLED EXECT
In consideration of \$\frac{1.00}{acting personally and for and on behalf of o after described, called collectively "Grantors"	cash, and other valuable or ur heirs, successors, and ass ") do hereby grant, convey	onsiderations, receipt of ligns and any other pers y and warrant unto Mi	all of which is h on claiming or to SSISSIPPI POWE	ereby acknowledged, I/we claim the property herein-R & LIGHT COMPANY,
its successors and assigns (herein called "Gri reconstruction, operation, maintenance, and erozs arms, insulators, wires, cables, hardwa appliances, now or hereafter used, useful or	antee"), a right of way am removal of electric power are, transformers, switches, desired in connection thes	d casement 20 and/or communications guy wires, anchors and owith, over, across, un	feet in width for lines and circuit all other equipmender, and on that	r the location construction, s, including poles, towers, nt, structures, material and t land in the County of
44- 44	ssissippi, described as folio			
being situated in the Northe	ast 1 of Section	31, Township 8 1	North, Range	2 West, Madison
County, Mississippi as stake	d and pointed out	to the grantor.	•	-
				*
•				•
				•
together with the right of ingress and egress vehicles and equipment upon said right of right of way.  Grantee shall have the full right, withou		•		
Grantee shall have the full right, withou down, condition, treat or otherwise remove to cut down from time to time all trees that of way, (called "danger trees"). Payment for Grantor, or his successor in title, the reasona	all trees, timber, undergr are tall enough to strike r the first cutting of dange ble market value of dange	owth, and other obstru- the wires in falling, where trees is included in the trees cut thereafter.	ection Grantee sh here located beyon ne above considera	all have the further right od the limits of said right tion. Grantee shall pay to
Grantors covenant that they will not co	onstruct or permit the con	struction of any house,	bam, well or oth	er structure or hazard on
Unless otherwise herein specifically provi be the center line of said right of way.	ided, the center line of the	electric power line ini	tially constructed	on this right of way shall
Should Grantee, or its successors, remove Grantee shall terminate, but with the right to	its facilities from said land remove therefrom all of	d and abandon said r Grantee's property there	ight of way, the	rights herein created in
It is understood that Grantors shall have interfere with the rights herein created in Gra to protect Grantee's property on said right of	e, at all times the right to nice, and that Grantee will way.	use said right of way i not enclose said right o		
WITNESS my/our signature, this	the /Oday of_	MARCH	,	. <u>25</u>
2270018		KRabur	- aher	retize
Lee Brile	•	· · · · · · · · · · · · · · · · · · ·		
ner v . A				
WILED AD MICHIGAN				FORM NO 700-7320
COUNTY OF Hinds				
Personally appeared before me, the	e-undersigned authority	in and for the at	oove named jur	isdiction, the within
named LETTOOLO witnesses to the foregoing instrument,	who being first duly	sworn, deposeth and	saith that he s	w the within named

whose manes are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and

Light Bakor

Sworm to, and Mississippi Power & Light Company; that he, this affiant, subscribed before me, this the Roll day of Ruther Replies Feb. 22, 1982

My Commission Expires

My Commission Expires Feb. 22, 1982

STATE OP MISSISSIPPI County of Madison:

1. (Billy V. Copper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this day of MAY 1980 ... 19 ... Book No. 6. 7 on Page ... On my office Mitters my hand and seal of office, this the ... of MAY 1980 ... 19 ... BILLY V. COOPER, Clerk

By Company; that the within instrument was filed for record in my office and seal of office, this the ... of MAY 1980 ... 19 ... Book No. 6. 7 on Page ... On P

er à garages

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

BOOK 169 PAGE 171

LINE

Madison

County, Mississippi

Electrical Distribution

65530 WA 655 BA 80-347

360.2

## RIGHT OF WAY INSTRUMENT

**EDIEXED** 1.00

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

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

being situated in the Northeast 1 of Section 32, Township 9 North, Range 2 West, Madison County, Mississippi as staked and pointed out to the grantor.

together with the right of ingress and egress to and from said right of way across the adjoining land of the Grantors, the passage of right of way.

right of way.

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

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

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

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

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

WITNESS my/our signature

LE 700/E APUL

STATE OF MISSISSIPPI

COUNTY OF... Hinds FORM NO 700 7820

Personally, appeared before me, the undersigned authority in and for the above named jurisdiction, the within named. Though Toole and the subscribing describing the subscribing paged witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named

Mrs. Cottor Bailey : :\display and

whose hames are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiant; subscribed his name as a witness thereto in the presence of the above named Grantors, and

Loc Baker.

\*\*E Tools\*\* Sworn, to and subscribed before me, this the

My Commission Expires in Commission Expires feb. 22, 1982

STATE OF MISSISSIPPI; County of Madison: , 19<u>80</u>

28 ADRI 1

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

With war state from

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one No. 325		'400 180		2	266 WHEATH
•	BOOK	169 PAGE 172	Madison		County, Mississippi
Electrical Distrib	nution	LINE	WA 65530 WA 65633	FCA	360,2
	DIC	HT OF WAY		IT	
				of militals do ha	reby acknowledged, I/we
	d on behalf of C	our heirs, successors, and assist do hereby grant, convey	and warrant unto MISSI	SSIPPI POWE	& LIGHT COMPANY.
s successors and assigns (h	erein called "Graintenance, and c, cables, hardw r used, useful o	antee"), a right of way and removal of electric power are, transformers, switches, r desired in connection ther	i easement 20 fe and/or communications lir guy wires, anchors and all ewith, over, across, under	eet in width for nes and circuits other equipmer r, and on that	the location construction, including poles, towers, it, structures, material and land in the County of
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office. Witness my hand and seal of office, this the .......of MAY 7- 1980....

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Form No. 328	<b>500</b> 8	169	PAGE 174	Madison	226	_	NDEXE
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ne, this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and

Leo Baker

Leo Baker

My Commission Expires

Wy Commission Expires Feb. 22, 1982

My Commission Expires

(Official Trale)

STATE OF MISSISSIPPI County of Madison:

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

for record in my office this

day of MAY 7 1980 19

Billy V. Cooper, Clerk

By MAY 7 1980 19

BILLY V. COOPER, Clerk

By My Cooper, Clerk

# BDOK 169 PAGE 175

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	Country	A family days

, ,	Madabolt		County, 1	Massissipy
Electrical Distribution LINE	WA 65534	FCA	360.2	
	RA 80-354			

LINE	BA 80-354
RIGHT OF WAY	INSTRUMENT
In consideration of \$\frac{1.00}{\text{cash}} cash, and other valuable constant personally and for and on behalf of our heirs, successors, and assign after described, called collectively "Grantors") do hereby grant, convey a second collectively "Grantors".	siderations, receipt of all of which is hereby acknowledged, I/we as and any other person clauming or to claim the property hereined warrant unto MISSISSIPPI POWER & LIGHT COMPANY,
its successors and assigns (herein called "Grantee"), a right of way and reconstruction, operation, maintenance, and removal of electric power ar cross arms, insulators, wires, cables, hardware, transformers, switches, grappliances, now or hereafter used, useful or desired in connection therew	easement 20 feet in width for the location construction, ad/or communications lines and circuits, including poles, towers, my wires, anchors and all other equipment, structures, material and oith, over, across, under, and on that land in the County of
94-114	s, to-wit: A certain parcel of land lying and
being situated in the Northwest 1 of the Southwe	est 1 of Section 7, Township 9 North, Range
5 East, Madison County, Mississippi as staked an	
	Providence and Brainess.
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together with the right of ingress and egress to and from said right of webleles and equipment upon said right of way and the right to install right of way.	ray across the adjoining land of the Grantors, the passage of and maintain guy wires and anchors beyond the limits of said
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Grantors covenant that they will not construct or permit the constraid right of way.	uction of any house, barn, well or other structure or hazard on
Unless otherwise herein specifically provided, the center line of the cibe the center line of said right of way.	lectric power line initially constructed on this right of way shall
Should Grantee, or its successors, remove its facilities from said land Grantee shall terminate, but with the right to remove therefrom all of Gri	and abandon said right of way, the rights herein created in
It is understood that Grantors shall have, at all times the right to us interfere with the rights herein created in Grantee, and that Grantee will no	
to protect Grantee's property on said right of way.  WITNESS my/our Ignature this the	19 RI 19 80
11 D Elleans-	Seriel Jefren
Le Marie	<u> </u>
n n S	K NEW NINE IN S. SERVINGERINGS
	FORM NO. 700-7320
STATE OF MISSISSIPPI COUNTY OF Hinds	# / # 47.4m V
Personally appeared before me, the undersigned authority	in and for the above named inviediction, the puthin
named H. D. Edwards	and of the subscribing
witnesses to the foregoing instrument, who being first duly s	worn, deposeth and saith that he saw the within named
and	
whose names are subscribed thereto, sign and deliver the same he, this affiant, subscribed his name as a witness thereto in the	to the said Mississippi Power & Light Company; that e presence of the above pamed Grantors, and
The state of the s	IN ESURIA
Sworn to and Subscribed before me, this the	lay of
My Commission Expires Feb 22, 1982	Do-to Dudin
My Commission Expires	(Official Title)
TATE OF MISSISSIPPI, County of Madison:	, ,
Billy V. Cooper, Clark of the Chancery Court of said	County_certify that the within instrument was filed
in record in my office this (v. day of)	, 1980at 9
as duly recorded on the day of MAY 7, 1980	, 19, Book No./ 6.9 on Page
Witness my hand and seal of office, this theof	MAY 7 1980, 19
Salar Andrews Salar Sala	BILLÝ V. COOPER; Clerk
	By, D. C.

Form	Na.	325

BOOK 169 PAGE 176

	2270 TUTEXEC
FCA	360.2

Electrical	Distr	·ibutio	on .	

65534 BA 80-320

Madison

RIGHT OF WAY INSTRUMENT

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

20

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

being situated in the Southwest 1 of the Northwest 1 of Section 27, Township 9 North,

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

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

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

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

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

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

It is understood that Grantees shall have up all times the right to up said right of year for any lawful number provided to do not be standard to do not be successful.

It is understood that Grantors shall have, at all times the right to use said right of way for any lawful purpose provided it interfers with the rights herein created in Grantee, and that Grantee will not enclose said right of way, and Grantor will use the b to protect Grantee's property on said right of way.  WITNESS my/our signature, this the 9 day of APRIL 1930  Id D Edwark  Lawrence  Lawre	does not
	<del></del>
STATE OF MISSISSIPPI	
COUNTY OF Hinds	
Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the named H&D: Edwards , one of the su witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the with the saw the witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the witnesses to the foregoing instrument.	bscribing
and	
whose names are subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Comp. Fig. this affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and Lee Baker	any; that l
My Commission Expires  My Commission Expires  (Difficial Title)	19_80
STATE OF MISSISSIPPL County of Madison:	

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

Form No. 328  500x 169 PAGE 17	77 Madison 1215.111 2272
Electrical Distribution LINE	WA 65530 FCA 320.6
DIGHT OF WA	BA 80-194 Y INSTRUMENT
	· · · · · · · · · · · · · · · · · · ·
(acting personally and for and on behalf of our heirs, successors, and after described, called collectively "Grantors") do hereby grant, con	e considerations, receipt of all of which is hereby acknowledged, I/w. assigns and any other person claiming or to claim the property herem ever and warrant unto MISSISSIPPI POWER & LIGHT COMPANY
its successors and assigns (herein called "Grantee"), a right of way reconstruction, operation, maintenance, and removal of electric pow cross arms, insulators, wires, cables, hardware, transformers, switch appliances, now or hereafter used, useful or desired in connection ti	and casement 20 feet in width for the location construction feer and/or communications lines and circuits, including poles, towers ess, gny wires, anchors and all other equipment, structures, maternal and herewith, over, across, under, and on that land in the County of
Madison Mississippi, described as fo	ollows, to-wit. A certain parcel of land lying and
being situated in the Northwest 1 of Section	28, Township 8 North, Range 2 West, Madison
County, Mississippi as staked and pointed out	to the grantor.
•	<i>:</i>
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right of way.	of way across the adjoining land of the Grantors, the passage of astall and maintain guy wires and anchors beyond the limits of said
to cut down from time to time all trees that are tall enough to strak	to clear and keep clear said right of way, including the right to cut regrowth, and other obstruction. Grantee shall have the further right to the wires in falling, where located beyond the limits of said right gar, trees is included in the above consideration. Grantee shall pay to ager trees cut thereafter.
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· · · · · · · · · · · · · · · · · · ·	the electric power line initially constructed on this right of way shall
_ ·	land and abandon said right of way, the rights herein created in
It is understood that Grantors shall have, at all times the right t	to use said right of way for any lawful purpose provided it does not rill not enclose said right of way, and Grantor will use the best efforts
WITNESS my/our signature, this the26day o	
•	1 John W. Kland
· Siz tar.	•
COUNTY OF MISSISSIPPI (1)	
APackardius appeared before me, the understoned authority in an	d for the above jurisdiction, the within named
TEHW W. ROBERTS and	, husband and wife, who acknowledged
that signed and delivered the foregoing instrument on the	<del>*</del> +
Given sinder my hand and official seal, this the day	y of <u>NAPCH</u> 19.50
The state of the s	Rutli Smith
by Commission Expires Feb. 22, 19	182 (Title) Matarin Prellie.
STATE OF MISCISCIPLE OF THE COLUMN TO THE COLUMN THE CO	$\mathcal{I}$
STATE OF MISSISSIPPI; County of Madison:	, and O
or record in my office this	said County, certify that the within instrument was filed
ny office.	J, 19, Book Ng/ 6. Son Page / 12. in
Witness thy frand and seal of office, this the of	MAY.71988 19
The state of the s	BILLY V. COOPER, Clerk
	By. M. Wright, D.C.

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

2273FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, GEORGE JOHNSON and wife, MARTHA JOHNSON, Grantors, do hereby convey and forever warrant unto JIMMIE C. WILLIAMS, a single person, and LINDA L. WILLIAMS, assingle person, Grantees, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

And that said property being a lot or parcel of land fronting 53 feet on the north side of Tuteur Street in the City of Canton, Mississippi, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the east line of Cameron Street with the south line of Tuteur Street and run Southeasterly along the south line of Tuteur Street for 387.3 feet to a point; thence turn left an angle of 90 degrees 00 minutes and run 25 feet to a point on the north line of Tuteur Street, said point being on the west line of the H. Cheatam lot according to the 1898 George & Dunlap Map of the City of Canton, and the point of beginning of the property herein described: thence turn left an angle of 90 degrees 23 minutes and run along the north line of Tuteur Street for 53 feet to a point; thence turn right an angle of 90 degrees 00 minutes and run 119.5 feet to a point; thence turn right an angle of 90 degrees 00 minutes and run 53.8 feet to a point; thence turn right an angle of 90 degrees 23 minutes and run 119.5 feet to the point of beginning.

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

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxès for the year, 1980, which shall be prorated as follows, to-wit: Grantors: 4/10,700; Grantees: 6/10,700;
  - 2. City of Canton, Mississippi, Zoning Ordinance of 1958, as amended.
- 3. Prior conveyances and/or reservations of oil, gas and other minerals. WITNESS OUR SIGNATURES on this the \_\_\_\_\_\_\_ day of May, 1980.

STATE OF MISSISSIPPI

COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the  $\underline{\ell}$ day of May, 1980.

Notary Public

COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison: STATE OF MISSISSIFF, Country of Made Sold Country, certify that the within instrument was filed State of May of May 7. 1980. at 7.55 o'clock. M., and was duly recorded on the day of MAY 7. 1980. MAY 7. 1980. 19.

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

BILLY V. COOPER, Clerk

STATE OF MISSISSIPPI

COUNTY OF MADISON

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2276

FOR AND IN CONSIDERATION of the sum of Three Thousand and no/100 (\$3,000.00) Dollars this day cash in hand paid, receipt of which is hereby acknowledged, the undersigned SALLIE W. HAYES does hereby sell, convey and warrant unto INTERNATIONAL PAPER COMPANY, a New York corporation authorized to do business in the State of Mississippi, all of the timber standing and growing upon all of the following described lands situate, lying and being in the County of Madison and State of Mississippi, to-wit:

That portion of the W ½ of Section 9, Township 9 North, Range 5 East, lying South of the Natchez Trace Parkway, east of Choctaw Boundary line and west of a woods road running north and south along the line of Harry Hawkins' property to the Natchez Trace Parkway; containing 129 acres, more or less.

Together with all rights of ingress and egress through, over and across the lands upon which said timber is located and also through, over and across any and all adjoining lands in which Grantor owns any interest therein enabling the grant of such rights, which may be necessary and proper for the conduct by Grantee of its operations for the cutting and removal of said timber and for the movement of men, tools and equipment for the convenient and efficient cutting and removal of the timber from said lands.

Grantor further grants to Grantee the period of one (1)

year from September 7, 1980 within which to accomplish the

cutting and removal of said timber; upon the expiration of said period,

absent an extension thereof in writing, the title of said timber then

standing and growing on said lands shall revert to Grantor. Timber

which has been felled by Grantee and not removed from said lands shall

remain the property of Grantee, which shall have a period of thirty (30)

days after the expiration of said time within which to remove said

felled timber.

Grantee covenants that it will use reasonable precautions
to prevent damage to fences and other improvements on the property, and
should such damage occur and proximately result from Grantee's operations,
that Grantee will make immediate repairs to such improvements.

Grantor covenants, insofar as she may lawfully covenant, that in the exercise by Grantor of the surface easements and rights

incidental to Grantor's ownership of the mineral estate operations for the exploration for and recovery of said oil, gas and other minerals shall be conducted so as not to unreasonably interfere with the timber operations of Grantee, and that prior to the commencement of any oil, gas or minerals operations Grantee will be afforded reasonable notice in writing designating the location of said operations in order that Grantee may cut and remove the timber from the drill site and access roads to be used in said oil, gas and mineral operations. Grantor further covenants that she will promptly pay to Grantee the fair market value of any timber felled or damaged in the conduct of said oil, gas and minerals operations which Grantee is unable to itself cut and remove.

Grantee covenants that in the conduct of its operations it will cooperate with the Grantor in the conduct of any operations for the exploration for or recovery of oil, gas and other minerals, to the end that neither operation will unreasonably interfere with the other.

Grantee covenants that it will take all reasonable precautions to prevent forest fires on said lands.

Grantor recognizes that Grantee may cut and remove said timber with its own forces or by contracts with others for said operations and Grantee is accorded the privilege of so doing.

Grantor retains no control over the manner or means employed by Grantee in the cutting and removal of said timber, and Grantee covenants and agrees that it will save harmless the Grantor and said lands from any and all claims, demands, actions or causes of action for injury or death suffered by any person or persons or damage to the property of any third person or persons which may proximately result from the operations of Grantee.

All notices required to be given during the term of this grant shall be in writing by United States mail, postage prepaid, if to Grantor addressed to Mrs. Sallie W. Hayes, Route.4, Box 104, Canton, Mississippi 39046, and if to Grantee addressed to Woodlands Department, International Paper Company, P. O. Box 311, Natchez, Mississippi 39120. The time of posting of each notice shall be the effective time and date of the notice.

All rights herein granted, reserved or excepted shall inure to the benefit of the respective parties Grantor and Grantee, there heirs, successors and assigns, and all obligations herein created shall be binding and obligatory upon the respective parties Grantor and Grantee, their heirs, successors and assigns.

WITNESS the signature of the Grantor this the 5th day of \_, 1980.

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named SALLIE W. HAYES, who acknowledged that she signed, executed and delivered the within and foregoing instrument of writing as and for her voluntary act and deed on the day and year therein mentioned.

WITNESS my hand and official seal this 50 day of

\_, 1980. State Organica notary Public

THY COMMISSION EXPIRES JUNE 6, 1092

STATE-OF MISSISSIPPI, County of Madison:

was duly recorded on the way of my office. MAY 7 1980 19 BILLY V. COOPER, By D. Western By D. Wester

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



STATE OF MISSISSIPPI COUNTY OF MADISON

#### QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, TIP RAY WATTS, do hereby sell convey and Quitclaim unto BERNICE WATTS, all my right title and interest to the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 77.84 feet on the west side of Cauthen Street, Canton, Madison County, Mississippi, and being all of Lot 5, Myers Subdivision according to plat of said subdivision as recorded in Plat Book 5 at Page 64. Less and Except 10 feet evenly off the east side thereof, as indicated on said recorded plat.

WITNESS MY SIGNATURE, this the 30 day of April

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said County and State, the within named TIP RAY WATTS, who acknowledged that he signed and delivered the foregoing instrument on the day and year, therein mentioned.

MY COMMISSION EXPIRES: My Commission Exputes February 5, 1984 NOTARY PUBLICATION

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

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WARRANTY DEED 22

For a valuable consideration not necessary here to mention, cash in hand paid to the grantor by the grantee herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned RATLIFF FERRY, LTD., a joint venture created by instrument executed by James N. Bourne, et al, dated July 31, 1974, recorded in Land Record B ook 136 at Page 827 thereof in the Chancery Clerk's Office of Madison County, Mississippi, and acting by and through W. L. Maxey, Jr., under authority of the aforesaid instrument and that certain agreement dated March 1, 1978, recorded in Book 440 at Page 121 of said records, does hereby convey and warrant unto JOHNSON AVIATION, INC., subject to the terms and provisions hereof, that certain real estate situated in Madison County, Mississippi, described as follows, to-wit:

A parcel of land containing 6.7 acres, more or less, lying and being situated in the NW 1/4 of the NW 1/4 of Section 26 and in the SW 1/4 of Section 23, Township 9 North, Range 4 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the NW corner of the Johnson Big Wheel Mowers, Inc. property, Deed Book 134, Page 254, which is the Point of Beginning of the land herein described; and run thence South 34 Degrees 46 Minutes West for 2653.0 feet; run thence North 55 Degrees 14 Minutes West for 110.0 feet; run thence North 34 Degrees 46 Minutes East for 2662.0 feet; and run thence South 50 Degrees 35 Minutes East for 110.4 feet back to the Point of Beginning.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the current year, the payment of which shall be pro-rated.
- (3) Exception of such oil, gas and mineral rights as may now be outstanding of record; and, in addition thereto, grantor excepts from this conveyance and reserves unto itself one-half of such oil, gas, and minerals as it may now own in and under the above described lands.
- (4) Certain non-exclusive rights of way and easements to use the above described property as an aircraft landing strip, which said rights of way and easements are of record in the office of the Chancery Clerk of Madison County, Mississippi.

(5) A right of way and easement to South Central Bell Telephone Company fifteen (15) feet in width as shown by instrument recorded in Book 138 at Page 266.

WITNESS the signature of the grantor this the \_\_\_\_\_day March., 1980.

RATLIFF FERRY, LTD.

STATE OF MISSISSIPPI COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for said county and state, the within named W. L. MAXEY, JR., who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned for and on behalf of and as the act and deed of Ratliff Ferry, Ltd., a joint venture, being duly authorized so to do.

Given under my hand and official seal this // day of

, 1980.

commission expires:

LIY COMPOSITATE PRIES OCT. 14, 1991 .

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk
By D. C.

### MOOK 169 PAGE 186

2284

### ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid me and the assumption by the Grantee of the payment of the unpaid balance, both principal and interest, of that certain indebtedness to Joe R. Fancher, Jr., as Trustee, to secure Ratliff Ferry, Ltd., a Joint Venture, in the principal amount of \$21,750.40, which is described in and secured by a deed of trust dated October 18, 1979, and recorded in Book 464 at page 325 in the records in the office of the Chancery Clerk of Madison County, Mississippi, upon and covering the hereinafter described real property, such payment to be made in accordance with the terms, conditions and obligations of said deed of trust, the receipt and sufficiency of which is hereby acknowledged, I, PATSY H. THOMPSON, Grantor, do hereby convey and forever warrant unto LEE A. JOHNSON, SR., Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing 24.2 acres, more or less, lying and being situated in the NW 1/4 of MW 1/4 of Section 26, and in the SW 1/4 of Section 23, Township 9 North, Range 4 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the NW corner of the Johnson Big Wheel Mowers, Inc., property, Deed Book 134, Page 254; and run thence North 50 degrees 35 minutes West for 110.4 feet to the Point of Beginning of the Land herein described; and run thence South 34 degrees 46 minutes West for 2662.0 feet; run thence North 35 degrees 45 minutes West for 491.7 feet; run thence North 00 degrees 30 minutes East for 621.7 feet; run thence North 89 degrees 34 minutes East for 935.1 feet; run thence North 34 degrees 10 minutes East for 290.6 feet; run thence Northeasterly along a curve to the left with a Delta Angle of 34 degrees 05 minutes 52 seconds and a radius of 515.6 feet for 306.9 feet; run thence North 00 degrees 04 minutes East for 1135.6 feet; and run thence South 50 degrees 35 minutes East for 800.0 feet back to the Point of Beginning.

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

1. County of	Madison and	State of Miss:	issippi ad	valorem -
taxes for the year	1980, which	are shall be	prorated as	follows,
to-wit: Grantor:		; Grantee: <u>'                                   </u>	•	

## BOOK 169 PAGE 187

- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 3. Exception of such oil, gas and mineral rights as may now be outstanding of record.
- 4. Existing deeds of trust now of record against the above described property.
- 5. Conveyance of a right of way and easement by J. D. Whiddon and Christine Whiddon to Moore Brothers Farm, Inc., as shown by instrument dated April 22, 1969, recorded in Book 115 at page 279.
- 6. A right of way and easement to South Central Bell Telephone Company fifteen (15) feet in width as shown by instrument recorded in Book 138 at page 266.

WITNESS MY SIGNATURE on this the 201 day of April, 1980.

STATE OF MISSISSIPPI

COUNTY OF Mallace

217

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, PATSY H. THOMPSON, 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 22 day of April, 1980. mandamining

(SEAL) MY COMMISSION EXPIRES:

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, We, David Lee Ray and wife, Ann B. Ray, and Thomas Young Gunter, II, a single person, do hereby sell, convey and warrant an undivided one-half interest unto David Lee Ray and wife, Ann B. Ray, as joint tenants with full rights of survivorship and not as tenants in common, and an undivided one-half interest unto Thomas Young Gunter, II, a single person, in and to the following described land and property located and situated in the County of Madison, State of Mississippi, to-wit:

Lot 212, Village Square Subdivision, Part 1, a subdivision, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet B, Slot 38, reference to which is hereby made in aid of and as a part of this description.

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

WITNESS our signatures, this the 24#4 day of April, 1980.

David Lee Pay
David Ilee Ray

Ann B. Ray

Ann B. Ray

Long J. Shirts Thomas Young Gunter, II, a single person

STATE OF MISSISSIPPI

COUNTY OF Rankin

Personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, David Lee Ray and Ann B. Ray and Thomas Young Gunter, II, 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 he day of April; 1980.

Old Dan Rhole Charles

ly: Deresia &

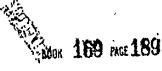
My commission expires:

STATE OF MISSISSIPPI Colinty of Madison:

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

And the second second

2287



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 the undersigned MARTHA, MURDOCK CRISLER do hereby sell, convey, and warrant unto JIMMY DAVIS the following. described land and property lying and being situated in Madison County, Mississippi, to-wit:

Commencing at a concrete monument at the intersection Commencing at a concrete monument at the intersection of the West R-O-W of U.S. Highway 49 and the South R-O-W of Peach Street in the Town of Flora, Mississippi; thence run West along the South R-O-W of Peach Street for 207.0 feet to the Point of Beginning; Thence run South for 261.4 feet, thence run East for 217.46 feet, thence run South 02° 17' 26" East for 87.42 feet, thence run West for 290.95 feet, thence run North for 348.75 feet, thence run East along South R-O-W of Peach Street for 70.0 feet to the Point of Beginning, containing 1.00 acre, more or less, and located in the SE½ of Section 17, T-8-N, R-1-W, Madison County, in the Town of Flora, Mississippi.

The warranty of this conveyance is subject to the mineral reservation, easements, zoning ordinances and covenants of record.

WITNESS MY SIGNATURE this & day of April, 1980.

Marthe Myulock Crisler MARTHA MURDOCK CRISLER

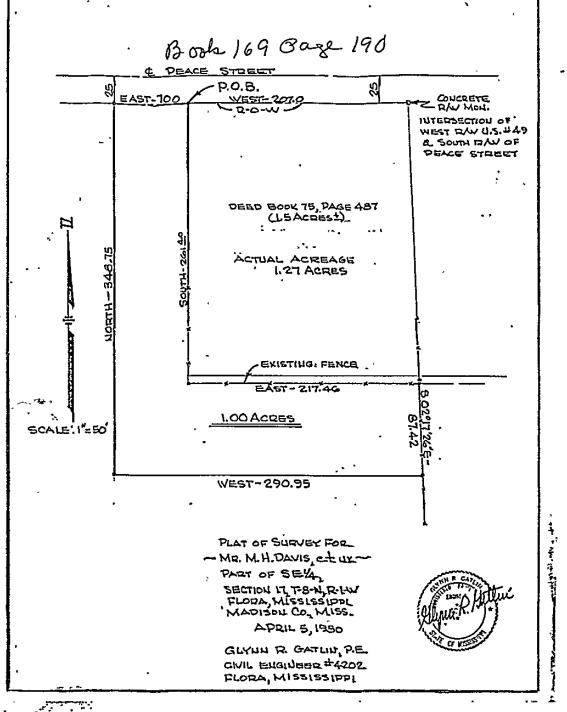
STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid MARTHA MURDOCK CRISLER who acknowledged that she signed and delivered the foregoing instrument year therein mentioned.

MY SIGNATURE AND SEAL this day of April, on the day and year therein mentioned.

NOTARY PUBLIC

commission expl



#### £ 2291

#### 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, and for the further consideration of the assumption and agreement to pay as and when due by the Grantees herein, the entire residual balance of that certain indebtedness secured by Deed of Trust dated February 2, 1961, executed by T. B. Groves, et ux, to Ray Coziar, et ux, Beneficiaries, recorded Book 281 at Page 465, the undersigned, EUGENE MARTIN and wife, CASSIE C. MARTIN, by these presents, do hereby sell, convey and warrant unto WILLIAM E. MARTIN and wife, GLENDA S. MARTIN, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in the Town of Ridgeland, Madison County, Mississippi, described as follows, to-wit:

Begin at a point on the West line of Wheatley Street where it intersects the Southern line of Ridgeway property, and run thence South along the West line of Ridgeway Street for a distance of 341 feet to a fence post approximately 60 feet South of driveway; turn thence to the right and run Westerly 440 feet; run thence Northerly 341 feet to neighbors (Ridgeway property); turn right and run Easterly along Southern line of Ridgeway property 440 feet to the point of beginning, said property being a portion of Lot 8, of Block 28, of Highland Colony Subdivision, and further being located in Section 31, Township 7, Range 2 East, said Town of Ridgeland, Madison County, Mississippi.

Title to the subject property is vested in the Grantors by Warranty Deed dated March 8, 1968, executed by Eunice B. Freeman, et vir, Earl B. Freeman,

This conveyance and its warranty is further subject only to 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 hand and signature of the Grantors hereto affixed on this the \_\_\_\_ day of January, 1980.

ight Martin (6)

CASSIE C. MARTIN

STATE OF MISSISSIPPI COUNTY OF Madian

book 169 mm 192

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named, EUGENE MARTIN, who acknowledged to me that he signed and delivered the foregoing instrument for the purposes recited on the date therein set forth.

CIVEN under my hand and the official seal of my office on this the day of January, 1980.

My Commission Expires July 1, 1980

My Comm. Expires:

STATE OF ARKANSAS COUNTY OF <u>OLay</u>

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named, CASSIE C. MARTIN, who acknowledged to me that she signed and delivered the foregoing instrument for the purposes recited on the date therein

GIVEN under my hand and the official seal of my office on this the Office day of January, 1980.

NOTARY PUBLIC

NOTARY PUBLIC

The Comm. Expires: 

July 15, 1981

A STATE OF THE STA

STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 169 PAGE 193

2293

#### WARRANTY DEED



FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, MARIAH CARROLL, do hereby sell, convey and warrant unto BOBBIE N. LACY, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting on the east side of James Street and being a part of Lot 11 of Kidders Addition according to the 1961 Official Map of the City of Canton, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the east line of James Street with the North line of Frey Street and run N 10°06' E along the east line of James Street for 297 feet to the NW corner of said Lot 11 and the point of beginning of the property herein described; thence N 88°35' E along the North line of said Lot 11 for 67.7 feet to a point on a fence line; thence S 80°17' E along said fence for 138.1 feet to a fence corner; thence S 11° 10' W along the existing fence for 72 feet to a point on the south line of said Lot 11; thence S 88°35' W along the South line of said Lot 11 for 61.6 feet to a point on a fence line; thence N 88°54' W along said fence for 144.5 feet to a point on the east line of James Street; thence N 10°06' E along the east line of James Street for 92.5 feet to the point of beginning.

This conveyance is executed subject to the following exceptions:

- 1. Ad valorem taxes for the year 1980 shall be prorated with the Grantor paying O/12ths of said taxes and the Grantee paying 12/12ths of said taxes.
- 2. Zoning Ordinances and Subdivision Regulations of the City of Canton, and Madison County, Mississippi.

EXECUTED this the / g day of May, 1980.

Murich Carroll

STATE OF MISSISSIPPI

BOOK 169 PAGE 194

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named MARIAH CARROLL, who acknowledged that she 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 84 day of May, 1980.

Liquito an Scott

My commission expires:

STATE OF MISSISSIPPI, County of Madison:

J. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this day of MAY 9 1980 19 Book No. 2 on Page 7.3 in my office.

Witness my hand and seal of office, this the of MAY 9 1980 19 BILLY V. COOPER, Clerk By 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, WE, THOMAS L. WRIGHT, HERBERT W. SELMAN, MARSHALL C. WATKINS, MARY ALICE WEBB, LISA W. OWENS, AND MARY ANN WEBB, Grantors, do hereby convey and forever warrant unto MICKEY OWEN LEHNER and wife, LINDA LOUISE LEHNER, as joint tenants with full right of survivorship and not as tenants in common, Grantees, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Starting at the NE corner of Section 5, T7N, R2E, and running S 0° 47' W along the section line 624.0 feet; thence running N 89° 45' W 1320.0 feet; thence running S 01° 58' W 372.5 feet; thence running S 0° 47' W 305.9 feet; thence run S 89° 45' E 441.9 feet to the point of beginning; said point being the NE corner of that certain tract of land conveyed to Mickey Owen Lehner et ux in Book 139 at Page 621, also said point being on the South line of that certain property conveyed to Willie Huff in Book 139.at Page 354; continue thence South 89° 45' East along the South line of the Willie Huff property for 373.2 feet to a point; said point being the SE corner of the Willie Huff property; run thence South 45° 05' West, along the center of a county road, for 157.3 feet; thence run South 32° 53' West along the center of said road, for 79.4 feet to the Northeast corner of the property that was conveyed to John K. King et ux in Book 133 at Page 657, thence run North 58° 53' Nest, along the North line of the John K. King property, for 456.7 feet to a point on the East line of the property conveyed to Mickey Owen Lehner et ux in Book 139 at Page 621; thence run North 0° 47' East, along the East line of the Mickey Owen Lehner property, for a distance of 321.8 feet to the point of Deginning; LESS AND EXCEPT a strip 20. feet wide along the Northeast and Southeast sides thereof for a road right-of-way, and containing 4.527 acres, excluding said road right-of-way. Lying in the NE 1/4 of Section 5, Township 7 North, Range 2 East, Madison County, Mississippi.

WARRANTY of this conveyance is subject to the following, to-wit:

County of Madison and State of Mississippi ad valorem taxes for the year 1975, which shall be paid as follows: Grantor ...; Grantee 1009.

Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded Supervisors Minute Book AD at Page 266 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

- 3. The reservation by prior owners of an undivided one-half (1/2) interest in and to all oil, gas and other minerals lying in, on or under the subject property.
- 4. The reservation by the Grantors herein of an undivided one-half (1/2) interest in and to all oil, gas and other minerals lying in, on or under the subject property. It is the intention of the Grantors herein to reserve all of their interest in and to all oil, gas and other minerals lying in, on or under the subject property.
  - Unrecorded rights-of-way and easements for public roads.
- 6. This deed is given for the purpose of correcting the description in those certain Warranty Deeds recorded in Book 142 at Page 120 and Book 141 at Page 708.

WITNESS OUR SIGNATURES on this the And day of Many.

1980.

Many Alice Webb

Lisa W. Owens

Mary Ann Webb

STATE OF COUNTY OF 32

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, the within named THOMAS L. WRIGHT, who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

. GIVEN, UNDER MY HAND AND OFFICIAL SEAL on this the 77h

/of ///Au\_\_\_\_\_, 1980.

Attle R. ander

YE COMMESSION EXPIRES: 1981

STATE OF COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, the within named HERBERT W. SELMAN, who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 200

, 1980.

n nieskog Expires July 30, 1982.

MY COMMISSION EXPIRES:

MISSION EXPIRES:

STATE OF COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, the within named MARSHALL C. WATKINS, who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the  $\frac{QNO}{}$  day of  $\frac{MRY}{}$ , 1980.

Limand M. Vernam M.

MY COMMISSION EXPIRES:

STATE OF COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, the within named MARY ALICE WEBB, who acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 1980.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF COUNTY OF PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, the within named LISA W. OWENS, 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 \_, 1980. NOTARY PUBLIC MY COMMISSION EXPIRES: STATE OF COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, the within named MARY ANN WEBB, 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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI; County of Medison: