



BOOK 169 PAGE 500

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY OF CANTON, MISSISSIPPI, A MUNICIPAL CORPORATION, Grantor, does hereby convey and forever warrant unto LEVI STRAUSS & CO., A DELAWARE CORPORATION, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Commence at the Southeast corner of the Northwest One Quarter (NW 1/4) of Section 28, Township 8 North, Range 2 East, Madison County, Mississipp1; run thence North 00 degrees 00 minutes 40 seconds East 2014.62 feet to a point; run thence North 89 degrees 59 minutes 20 seconds West 60.00 feet to a point; run thence South 00 degrees 00 minutes 40 seconds West 30.00 feet to the Point of Beginning.

From the Point of Beginning run thence South 00 degrees 00 minutes 40 seconds West 37.44 feet along the West right-of-way line of a proposed roadway; run thence South 36 degrees 20 minutes 00 seconds West 1549.21 feet to a point in the center line of an existing stream bed; run thence the following courses and distances along the center line of said stream North 56 degrees 11 minutes 45 seconds West 249.17 feet North 62 degrees 57 minutes 17 seconds West 650.00 feet North 33 degrees 37 minutes 16 seconds West 353.00 feet to a point on the East right-of-way line of Interstate Highway No. 55; run thence the following courses and distances along the East right-of-way line of said Interstate Highway No. 55; run thence along a circular curve to the left, radius = 3969.72 feet, delta angle = 06 degrees 05 minutes 27 seconds, a chord bearing and distance of North 32 degrees 22 minutes 43 seconds East, 421.80 feet to a point; North 29 degrees 20 minutes 00 seconds East 584.78 feet to a point; thence North 42 degrees 23 minutes 50 seconds East 666.65 feet to a point; thence North 61 degrees 03 minutes 01 seconds East 39.73 feet to a point on said East right-of-way line of Interstate Highway No. 55; run thence South 54 degrees 32 minutes 47 seconds East 60.00 feet to the West right-of-way line of a proposed Cul de sac Drive; run thence along a circular curve to the left radius = 80.00 feet, delta angle = 157 degrees 58 minutes 32 seconds, a chord bearing and distance of South 43 degrees 32 minutes 02 seconds East 157.05 feet to a point; run thence South 54 degrees 32 minutes 47 seconds East, 386.75 feet to a point; run thence along a circular curve to the left, delta angle = 35 degrees 26 minutes 33 seconds, radius = 578.31 feet, a chord bearing and distance, of South 72 degrees 16

BOOK 169 PAGE 501

minutes 04 seconds East, 352.06 feet to a point; run thence South 89 degrees 59 minutes 20 seconds East 95.32 feet back to the Point of Beginning, a parcel situated in the Northwest One Quarter (NW 1/4) of Section 28, Township 8 North, Range 2 East, Madison County, Mississippi, containing 51.0862 acres, more or less.

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

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1980, which shall be prorated as follows, to-wit: Grantor: ALL ; Grantee: NONE
- 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 mineral reservations and/or conveyances, if any.
- Those certain Restrictive Covenants which are dated June 6, 1980, and recorded in Book 471 at page 463 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE on this the 6th day of June, 1980.

CITY OF CANTON, MISSISSIPPI A MUNICIPAL CORPORATION

STATE OF MISSISSIPPI

COUNTY OF MADISON

me with

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, SIDNEY PRINCES of the who acknowledged to me that he is the MAYOR of the. City of Canton, Mississippi, a municipal corporation, and that as such he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, in the name of, for and on behalf of said City of Canton, Mississippi. Mississippi.

GIVEN UNDER MY HAND and official seal on this the 6 day of June, 1980.

(SEAL)
MY. COMMISSION EXPIRES: 8-20-83

STATE OF MISSISSIPPI County of Madison:

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

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2689 GN 44 Natchez Hace Memorial Park Cemetery 2689

	· VETERAN'S CEMETERY DEED	83 83
<u> </u>	For and in consideration of the sum of Thirty-seven and 50/100 Dollars (\$37.50) paid	
- 88	to Deposit Guaranty National Bank, Trustee of Natchez Trace Memorial Park Cemetery	- 653 - 633
	to Deposit Guaranty National Bank, Trustee of National Flate Memorial Land of Nice	63
E B	Perpetual Care Trust, NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC., a Miss-	
83	issippi corporation, hereby grants, conveys and warrants unto Francis C. Clark	
	a Veteran of service in the Armed Forces of the United States of America, the following	
	described property located in Madison County, Mississippi, to-wit:	653 653
	Garden of "Honor	013 613
£83	Section A Plot 40-A Lot(s) 1	
	••••	₹
	of Natchez Trace Memorial Park Cemetery, according to the map or plat of said Cemetery of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of this description. In Plat Book 5, Page 62	50000000000000000000000000000000000000
	Said lot is donated to the Veteran exclusively for purposes of his or her burial, subject to the laws of the State of Mississippi and the rules and regulations of the Cemetery, and if the lot is not used by the named Veteran then title thereto shall revert to the Cemetery.	
	The cash paid to Deposit Guaranty National Bank, Trustee, represents fifteen percent (15%) of the normal purchase price of this lot and payment of said sum complies with the laws of the State of Mississippi concerning perpetual care cemeteries.	
	Title to the above lot is not transferable, except that the Veteran may convey it to the Cemetery as consideration for conveyance of a lot to the Veteran as a part of the Veteran's family estate lot.	
	This Deed and the covenants and stipulations contained herein shall be binding upon the heirs, successors, and assigns of the respective parties hereto.	
	EXECUTED by Natchez Trace Memorial Park Cemetery, Inc. on this 28th	
	day of February 19 79	
	ATTEST SOME SPANOL NATCHEZ TRACE MEMORIAL PARK	
\$ 5	ASSISTANT Secretary ASSISTANT SECRETARY ASSISTANT SECRETARY	
	Assistant Sectionary	- 🗱 🖷
65	By Carry Chelbal	
	Vice-President	
55	STATE OF MISSISSIPPI	
	Figure To The Gall and Control of the second of the Property of the control of th	
	and distance and an area and	USS 7
	in and for said dissifictions the vice-President and Assistant Ass	
	Secretary, respectively, of NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC., who acknowledged that they, being first duly authorized so to do, did, on the day and date se	C 20 20 20 20 20 20 20 20 20 20 20 20 20
	out therein, sign, execute and deliver the within and toregoing Cemetery Deed for and or	
	behalf of said Cemetery.	
	day of Sphriani	
	WITNESS my hand and seal this day of John	6
	The state of the s	420
	NOTARY PUBLIC	
	My Commission Expires:	
8	My Commission Diplies February Z. 1981	UK#1
E		
1		
	E OF MISSISSIPPI, County of Madison:	TO A TO SEE SEE SEE SEE
وتتمديون	The vertical deads of the Changery Court of said County, certify that the within instrum	nent was filed
for io	cord of my affice this do day of Allha 19 Junat 19 Junat 19 g clock . A	.,
was d	uly recorded on the think day of JUN A I 1991 19 Book No. D. Jon Pa	ge /in
	22 (17) . P. S.	¥
	BILLY V. COOPER, Clerk	
	By M. Wright	D.C
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1 2	•	
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2690 Natchez Lace Memorial Park Cemetery

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	* 4.0	55-4 57-7
	STATE OF MISSISSIPPI	84.6
	COUNTY OF MADISON	CS.
£33		(5) 3 (5) 3
	For and in consideration of the sum of _Two Hundred & Fifty Bollars & 00/100	84. 83
	eash in hand, paid, receipt of which is hereby acknowledged, NATCHEZ TRACE	
5 53	MEMORIAL PARK CEMETERY, INC, a Mississippi corporation, does hereby grant,	
850	bargain, sell, convey and warrant unto Francis C. & Patricia Clark	555 652
	4 4 6 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	65.54 65.54
833	as joint tenants with the right of survivorship and not as tenants in common, the follow-	55.8 55.8 55.8
	ing described property located in Madison County, Mississippi, to-wit:	ESS.
88	Garden of Honor:	
	Section A Plot 40-A Lot(s) 2	
	of Natchez Trace Memorial Park Cemetery, according to the map or plat of said Cemetery of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of this description. In Plat Book 5, Page 62	
	Said lot is subject to the laws of the State of Mississippi and the rules and regulations of the Cemetery.	
	Fifteen percent (15%) of the purchase price of this lot will be paid to Deposit Guaranty National Bank, Trustee of Natchez Trace Memorial Park Perpetual Care Trust, to comply with the laws of the State of Mississippi concerning perpetual care cemeteries.	
	This Deed and the covenants and stipulations contained herein shall be binding upon the heirs, successors, and assigns of the respective parties hereto.	
.: 33	EXECUTED by Natchez Trace Memorial Park Cemetery, Inc. on this 28th	
	day of February 19 79	
	ATTEST DONG STONE NATCHEZ TRACE MEMORIAL PARK	
	Assistant Secretary. CEMETERY, INC.	
	Lam Ondatal	88
	Vice-President	
	STATE OF MISSISSIPPI	
, K	COUNTY OF HINDS	
. <u>6</u> 1	in and (for said in institution and in the color and and	
	Separate respectively of NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC., who:	
```\$\$	acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute and deliver the within and foregoing Cemètery Deed for and on the contraction of the	
	out therein, sign, execute and deliver the within and of soil Cemetery.	
	WITNESS my hand and seal this 8 ay of les wary	
	NOTARY PURILLES	6 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	My Commission Expires:	
	My Commission Expires February 7, 1981	REED TO
		(48)
£.,	A CONTRACTOR OF THE CONTRACTOR	
STATE	OF Mississippilicounty of Madison:	
	Billy V. Cooper Clark of the Chancery Court of said County, certify that the within instrument	was filed .
for reco	ord in my office thisday of	:∙.M. <u>.</u> ∙and -~~~
	ly recorded on the by day of	11) in
, You Wi	itness my hand and seal of office, this the	
	BILLY V. COOPER, Clerk	5.5
A. 25. A	By	, D. C.
14.5	The same of the sa	

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged we the undersigned DAISY BENNETT, DOROTHY WILSON, DOROTHY M. WILSON, NELSON WILSON, JR., HARRIET WILSON MARTIN, JOHNNY B. WILSON, LOFTIN BULLEY, GLADYS BROCK, WILLIE A. WILSON, WOODROW WILSON, MELODY P. WILSON, DOROTHY L. WILSON, GLORIA WILSON LUSTER, ROXIE WILSON VAUGHN and CAROLYN WILSON SMOTHER do hereby sell, convey, and warrant unto the COUNTY OF MADISON, STATE OF MISSISSIPPI for construction of public road the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

From the point of beginning of the property to be described which is the SE corner N2 N2 NEX, Section 29, T-7-N, R-1-E, Madison County, Mississippi (as per the plat of Garbo And Associates, February 15, 1980) run thence West 1736 feet; thence North 667 feet; thence East 40 feet; thence South 627 feet; thence East 1696 feet; thence South 40 feet to the Point of Beginning. Point of Beginning.

This warranty is subject to any mineral reservation and ordinances of record.

WITNESS OUR SIGNAUTRES this 26 day of Apr

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Melody P.3.) Moon

Melody P.3.) Moon

Melody P.3.) Moon

Gloria Wilson Luster

Morthy J. Wilson

Roxie Wilson Vaughn

Manital Mater

Carolyn Wilson Smother

Carolyn Wilson Smother

STATE OF DELAWARE

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid JOHNNY B. WILSON, WILLIE A. WILSON, and WOODROW WILSON who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 26 day of

Anil , 1980.

Notary Public

My commission expires: 12-12-80

STATE OF MISSISSIPPI COUNTY OF Hunds

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid DAISY BENNETT,

DOROTHY WILSON, DOROTHY M. WILSON, NELSON WILSON, JR.,

LOFTIN BULLEY, GLADYS BROCK, MELODY P. WILSON, DOROTHY L.

WILSON, HARRIET WILSON MARTIN, GLORIA WILSON LUSTER, ROXIE

WILSON VAUGHN, and CAROLYN WILSON SMOTHER who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

600k 169 PAGE 500 ' WITNESS MY SIGNATURE AND SEAL this 21 day of _; 1980. My commission expires: My Commission Expires June 1, 1931 

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MOEXED

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### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, FIRST MARK HOMES, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto THOMAS M. HARKINS BUILDER, INC., a Mississippi corporation, the following described land and property, lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Nineteen (19), HUNTERS CREEK, PART ONE (1), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B, Slot 33, reference to which map or plat is here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1980 are to be prorated between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE OF THE GRANTOR HEREIN, this the _____ day ofJune, 1980.

FIRST MARK HONES, INC., a Mississippi Corporation

BY: THOMAS M. HARKINS, PRESIDENT

STATE OF MISSISSIPPI

્ર : *₹

COUNTY OF HINDS: : :

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas M. Harkins, who

acknowledged to me that he is the President of First Mark Homes, Inc., a Mississippi Corporation, and that he, as such President, signed and delivered the above and foregoing instrument of writing on the day nad year therein mentioned for the purposes therein stated, as the act and deed of said corporation, having having been first duly authorized so

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

STATE OF MISSISSIPPI, County of Madison:

### MON 169 PAGE 509



### CORRECTION DEED

WHEREAS, by Assumption Warranty Deed recorded in Book 168 at Page 283 of the land records of Madison County, Mississippi, P. W. BOZEMAND and DUDLEY BOZEMAN conveyed to LEONARD YARROUGH and wife, NELL YARBROUGH, as joint tenants with full rights of survivorship and not as tenants in common, a lease-hold interest in and to certain real property described therein;

AND WEHREAS, there was an error in the spelling of the name of the Grantee therein, LEONARD YARROUGH, in that the correct spelling of Grantee's name is LEONARD YARBROUGH instead of LEONARD YARROUGH;

AND WHEREAS, it is the desire of said Grantee to correct the error existing in the spelling of his name;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, we, LEONARD YARBROUGH, being one and the same as LEONARD YARROUGH and NELL YARBROUGH, do hereby sell and convey unto LEONARD YARBROUGH and NELL YARBROUGH as joint tenants with full rights of survivorship and not as tenants in common, our undivided lease-hold interest in and to, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot Twenty (20), Block Twenty-Three (23) of JONES ADDITION, 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.

It is the intention of all parties hereto that this Correction Deed be filed for record in the land records of Madison County, Mississippi, to correct the spelling of the name of the Grantee in that certain Deed recorded in Book 168 at Page 283, wherein the name was spelled Leonard Yarrough rather than Leonard Yarbrough.

WITNESS OUR SIGNATURES this the 28 day of May, 1980

LEONARD XARBROUGH

NELL YARBROUGH

# MADE 169 ME 510

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for the jurisdiction aforesaid, the within named LEONARD YARBROUGH and NELL YARBROUGH who acknowledged that they signed and delivered the above and foregoing Correction Deed on the day and year therein mentioned.

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

Ny Commission Expires:

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FOR IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby by acknowledged, I, the undersigned, an officer of HERITAGE CORPORATION, known as HERITAGE CORPORATION OF AMERICA, a Mississippl corporation, qualified and doing business in Mississippi, do hereby convey and warrant unto MILDRED EDWARDS; the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Commencing at an iron pipe that is 329.5 feet, N89°59'E of the Southwest corner of the Southeast quarter of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi, thence N00°23'W, 316.8' to a point; thence N01°10'W, 576.3' to a point; thence N00°54'W, 455.0' to a point; thence N00°49'W, 483.4' to a point; thence N00°49'W, 483.4' to a point; thence, N00°41'W, 933.7' to an iron pin, said iron pin being the point of beginning of this parcel; thence N00°41'W, 32.5' more or less to an iron pin; thence East 963.6' more or less to an iron pin; thence East 963.6' more or less to an iron pin; thence S01°03'W 165.0 more or less to an iron pin; thence S01°03'W 165.0 more or less to an iron pin; thence S01°03'W 165.0 more or less to the point of beginning, said parcel containing 3.64 acres more or less.

The Grantee herein agrees to pay all taxes due and owing on the above described property.

There is excepted from this, conveyance the follwoing:

- 1. Three-fourths (3/4ths) of all oil, gas and other minerals reserved in Book 7 at page 346 and in Book 139 at page 936 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 2. A ten (10) foot right-of-way for an existing water line along the West 240 feet of Parcel Number I, the West 377.6 feet and the Northwest 364.6 feet of Parcel Number III, and the Northwest 300.0 feet of Parcel IV.

WITNESS MY SIGNATURE on this the 09 day of

August, 1979.

NO.

GEORGE JACOBS, Vice-President HERITAGE CORPORATION OF AMERICA

STATE OF MISSISSIPPI Hinds

100 AUG 740 512

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, GEORGE JACOBS, Vice-President of the above named HERITAGE CORPORATION, known as HERITAGE CORPORATION OF AMERICA, a corporation, who acknowledged that for and on behalf of said corporation, he signed, sealed and delivered the above foregoing Warranty Deed on the day and year therein written as the act and deed of said corporation being thereunto first duly authorized so to do. so to do.

GIVEN UNDER MY HAND and official seal on this the  $9^{\frac{1}{2}}$  day of August, 1979.

Bly Commission Expires July 3, 1980

MY COMMISSION EXPIRES

STATE OF MISSISSIPPI, County of Madison:

By. M. Whight .... D.C.

# BOOK 169 PAGE 513

### 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 all of which is hereby acknowledged, I, IONE GRISHAM VEAL, do hereby bargain, sell, convey and quitclaim unto WILLIE GRISHAM all of my right, title and interest in and to the following described property located and situated in Madison County, Mississippi, to-wit:

> Thirty-Four (34) acres in the shape of a square out of the Northeast Corner of the SE 1/4 of Section 21; and E 1/2 of NE 1/4 of Section 21; and W 1/2 of NW 1/4 of SW 1/4 of Section 22; all being in Township 8 North, Range 1 West, Madison County, Mississippi.

WITNESS MY SIGNATURE, this the 9

1980.

COUNTY OF MA Personally came and appeared before me, the undersigned Ity in and for said county and state, the within named IONE GRISHAM Government and delivered the above distriction of the day and in the year therein mentioned.

Comm.

STATE OF MISSISSIPPI

mm. Expires:

By. M. L. Wreght ...., D. C.

For Revocation - 3/1/83 a 5pm

BOOK 169 PAGE 514

STATE OF MISSISSIPPI COUNTY OF MADISON MOEXED 2707

#### POWER OF ATTORNEY AND POWER OF APPOINTMENT

WHEREAS I, T. H. RIDDELL, JR., have recently been physically partially incapacitated, and have been unable to examine and participate actively in the management of my business and personal affairs, but being of sound and disposing mind and mentality and recognizing the need for assistance in the management of my business and personal affairs, therefore,

KNOW ALL MEN BY THESE PRESENCE, that I, T. H. Riddell, Jr., do hereby nominate, constitute and appoint T. H. RIDDELL, III my true and lawful Attorney in Fact, for me and in my name, to do and perform all acts with reference to my property, real and personal, which I could do in my own person, including but not limited to the power to execute, sign and deliver deeds, mortgages, notes, bills, assignments and all other contracts of every kind and nature whatsoever and to bind, dispose, transfer or convey or assign any right of privity of contract or estate, whether in law or in equity; to receive and disburse money, to make deposits, endorse checks and other negotiable instruments or commercial paper and to make withdrawals from any and all bank or savings accounts which I may have in any bank or savings institution; to buy and sell and otherwise transfer or negotiate any bill of lading, invoice, contract right, and to otherwise conduct any of my businesses as fully and completely by his hand as if by my own; to receipt and receive any monies for properties which may be due or owing to me and to give proper and sufficient release or receipts therefore; to execute, acknowledge and deliver any and all contracts, deeds, leases, assignments of mortgage, extensions of mortgage, satisfactions of mortgage, releases of mortgage, subordination agreements, and any other instrument or agreement of any kind or nature whatsoever, in connection therewith, which said T. H. Riddell, III may deem necessary or

advantageous for my interests; to enter into and take possession any lands, real estate, tenants or buildings belonging to me or to which I may become entitled as my Attorney shall deem necessary and proper; to commence and prosecute any suits or other legal or equitable proceedings for the recovery of any good, chattel, debt, or anything whatsoever due or to become due to me and to maintain and continue or discontinue the same as he shall deem proper; to take all steps and pursue all remedies necessary and proper for the conduct and management of my business affairs; to sell and deliver or to buy and receive any good, wear, merchandise or stock in trade, which might further my business interests, to demand or dishonor any negotiable instrument; to endorse, sell, assign or transfer any corporate stock, bond or debenture and to do all lawful acts to bring about such a transfer; and I hereby irrevocably ratify, approve and confirm all acts which have been done or may hereafter be done by said T. H. Riddell, III as my Attorney in Fact. This Power of Attorney is hereby constituted irrevocable unless revoked by a similar instrument filed of record in the same manner as this instrument may be recorded and is not to be revoked automatically on the happening of any event or incapacity on my part prior to my death or revocation in writing as hereinabove delineated.

Also, KNOW ALL MEN BY THESE PRESENCE, that I, T. H. Riddell, Jr., do appoint, grant and convey unto T. H. RIDDELL, III a final Power of Appointment over all of my property, both real and personal, with full power to sell and convey in fee simple, with or without warranty of title, any of my real property wherever it may be located, which power is to be irrevocable except by written instrument of similar tenor filed in the same manner as this instrument may be filed for record or by my death.

WITNESS MY SIGNATURE, this the 8th day of June, 1980.

T. H. RIDDECE, JR.

Page 2 of 3

STATE OF MISSISSIPPI
COUNTY OF MACAN

PERSONALLY appeared before me, the undersigned authority in and for the State and County aforesaid, the within named T. H. RIDDELL, JR., who acknowledged that he signed, executed and delivered the above and foregoing POWER OF ATTORNEY and POWER OF APPOINTMENT on the day and year therein mentioned, as and for his own act and deed.

GIVEN under my hand and official seal this the 34 day of June, 1980.

Notary Public

My Commission Expires:

My Commission Expires July 16, 1980

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 1900, at 100 page 1. M., and was duly recorded on the day of 1910 1. 1980 page 1. M. and in my office on the Witness my hand and seal of office, this the 1910 1. 1980 page 1. M. BILLY V. COOPER, Clerk By 1900 page 1. D. C.

800K 169 PAGE 517

"RUEXED . IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, I, MARY NICHOLS, do hereby convey and warrant unto ARCHIE LEE NICHOLSON the following described land lying and being situted in Madison County, Mississippi, to-wit:

A tract of land lying, being and situated in Madison County, Mississippi described as follows: Beginning at the Northeast corner of two acres lying west of the Railroad in the SE 1/4 NE 1/4, Section 13, Township 9 North, Range 2 East, purchased February 21, 1949 from Francis W. Semmes, et al in Land Deed Book 42, page 396 thereof and being more particularly described as beginning at the point where Adams Lane intersects a gravel road running north and south and thence running south 231 feet, thence west 22 feet, thence in a northwesterly direction 229 feet, thence east 65 feet to the point of beginning. Said tract has been pointed and staked out by grantor and grantee and the exact lines and measurements are known and agreed upon by parties to this deed, all in SE 1/4 NE 1/4, Section 13, Township 9 North, Range 2 East.

Grantor agrees to pay the 1980 taxes.

The above described land is no part of grantor's homestead. WITNESS MY SIGNATURE, this 9th day of June, 1980.

Mary Thicks

STATE OF MISSISSIPPI COUNTY OF MADISON

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

CIVEN under my hand and official seal, this 9th day of June, 1980.

Belling Cooper BY: Bluitto-Vane

MY COMMISSION

WARRANTY DEED

2712 WAR 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, FRANCES VAN LANDINGHAM STEWART, a widow, do hereby sell, convey and warrant unto my son, BROADUS VAN LANDINGHAM STEWART, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Beginning at a point on the South boundary line of Yandell Avenue, at the Northwest corner of property belonging to Dinkmann Lumber Company on June 14, 1939, which point is also at the Northeast corner of a lot marked 19 on the present official map of the City of Canton, made by Joehler and Keele, thence West along said South boundary line of Yandell Avenue 75 feet to a stake, thence South, at right angles 125 feet to a stake, thence West parallel to Yandell Avenue to a stake on the boundary line between the properties of Grantors and Dinkmann Lumber Company as existed on June 14, 1939, thence North 4 East along said boundary line between said properties, to Yandell Avenue, the point of beginning. point of beginning.

It is the intention of the Grantor herein to convey to the Grantee herein all of the property owned by Grantor that lies North of Bachelor's Creek and fronting on Yandell Avenue in the City of Canton, County of Madison, State of Mississippi, LESS AND EXCEPT the property leased to International Paper Company as described in Trust Deed Book 220 at Page 187, records of the Chancery Clerk of Madison County, Mississippi...

The conveyance made herein and the warranty thereto is subject to the following exceptions:

1. Ad valorem taxes for the year 1980 which are to be paid of by the Grantor and More by the Grantee.

2. Zoning and sub-division regulation ordinance of the City of Canton, Mississippi.

WITNESS my signature on this the 9 day of Que, 1980.

France Van Landingham Stewart

STATE OF MISSISSIPPI COUNTY OF MADISON .

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named FRANCES VAN LANDINGHAM STEWART who acknowledged that she signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND and official seal on this the

ssion expires:

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk 

# 600K 169 PAGE 520



QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid us, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, BLANCHE LanELLE GULLEDGE and FLOYD KERN GILBERT, do hereby convey and quitclaim unto our father, FLOYD GILBERT, all of our right, title, interest and estate in and to the following described real property lying and being situated in Madison County, Mississippl, to wit:

The Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) and the South Half of the Southeast Quarter of the Northeast Quarter (S 1/2 SE 1/4 NE 1/4), Section 27, Township 9 North, Range 4 East.

WITNESS OUR SIGNATURES on the _____ day of June, 1980.

Blanche La Nelle Gulledge BLANCHE LANELLE GULLEDGE

GRANTORS

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, BLANCHE LaNELLE GULLEDGE and FLOYD KERN GILBERT, who acknowledged to me that they did each sign and deliver the above instrument on the date and for the purposes therein stated.

GIVEN of June: 1980. GIVEN UNDER MY HAND and official seal of office on the _____ day

COMMISSION EXPIRES:

STATE OF WESSISSIPRI, County of Madison:

BILLY V. COOPER, Clerk

By. M. Whift. D.C.

STATE OF MISSISSIPPI COUNTY OF MADISON BOOK 169 PAGE 521

#### CORRECTION WARRANTY DEED

ror and in consideration of ten dollars (\$10.00), cash in hand paid by the grantees, and other good and valuable considerations and the correction of description and conveyance of land improperly described in Deed Book 99 at Page 33 of the Land Records of Madison County, Mississippi, the receipt and sufficiency of which are hereby acknowledged, we, KENNETH T. JOLLY and KATHERINE HOOD JOLLY, husband and wife, do hereby convey and warrant to JAMES E. PERRY and EDNA EARL PERRY, as joint tenants with right of survivorship and not as tenants in common, the following described real property lying and being situated within the Town of Madison, County of Madison, State of Mississippi, to-wit:

A lot or parcel of land fronting 110.0 feet on the east side of U. S. Highway 51 in the SWk of Section 4, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as beginning at the southwest corner of the Decker Tract, as described by deed recorded in Book 31 at Page 442 of the records of the Chancery Clerk of Madison County, Mississippi, and said southwest corner being described as from the southeast corner of said SWk, Section 4, and running thence north 0°41' east for 3.77 chains, thence running north 66°40' west for 31.85 chains to the east right-of-way line of said U. S. 51 Highway and the southwest corner of Decker Tract, and from this said point of beginning run thence south 23°20' west for 110.0 feet along the east right-of-way line of said Highway, thence running south 66°40' east for 580.0 feet to the southeast corner of tract being described, thence running north 11°30' east for 112.3 feet to the northeast corner of tract being described, thence running north 66°40' west for 557.0 feet to the point of beginning, AND ALSO a tract being described as from the northeast corner of above described, and from the said point of beginning being the south-west corner of tract being described run thence south 66°40' east for 480.0 feet, thence running north 23°20' east for 200.0 feet to the northeast corner of tract being described run thence south 66°40' east for 200.0 feet to the northeast corner of tract being described, thence running north 66°40' west for 480.0 feet to the northeast corner of tract being described, thence running north 66°40' west for 480.0 feet to the northeast corner of tract being described, thence running north 66°40' west for 480.0 feet to the northeast corner of tract being described, thence running north 66°40' west for 480.0 feet to the northwest corner of tract being described, thence running north 66°40' west for 200.0 feet to the northwest corner of tract being described, thence running north 66°40' west for 200.0 feet to the northwest

SWW of Section 4, Township 7 North, Range 2 East, Town of Madison, Madison County, Mississippi; and by the above description it is intended to describe that same tract of land described in deed of record in Book 52 at Page 448 less that certain tract described in Book 82 at Page 206 of the records in the office of the Chancery Clerk of Madison County, Mississippi; LESS AND EXCEPT an undivided three-fourths (3/4) of all of oil, gas, and other minerals.

WITNESS our signatures this the _3 th day of June, 1980.

STATE OF MISSISSIPPI COUNTY OF Copiah

PERSONALLY appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named KENNETH T. JOLLY and KATHERINE HOOD JOLLY, husband and wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as and for their own act and deed.

GIVEN under my hand and official seal this the day of June, 1980.

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

300K 169 PAGE 523

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, MARION C. SMITH and W. HUCH SMITH, JR., do hereby sell, convey and warrant unto KNXX W. ROSS the following described real property lying and being situated in Madison County, Mississippi, to-wit:

> The North Half (N 1/2) of Lots 4 and 5 East of Choctaw Boundary line, being equivalent to N 1/2 of the SE 1/4, Section 29, Township 10 North, Range 5 East, Madison County, Mississippi, containing 80 acres, more or less, and being the property heretofore conveyed to Eugene Ray by Mrs. Mattie C. Ray, by deed dated July 26, 1954; and of record in Deed Book 65 at Page 363 in the office of the Chancery Clerk of Madison County, Mississippi.

LESS AND EXCEPT: Beginning at the Southeast corner of the North Half (N 1/2) of Lots 4 and 5 East of Choctaw Boundary Line, being equivalent to N 1/2 of the SE 1/4, Section 29, Township 10 North, Range 5 East, and run thence North on the East line of the said North Half (N 1/2) of Lots 4 and 5, for a distance of 330 feet to a point; thence run West for a distance of 660 feet to a point; thence run South for a distance of 330 feet to the South line of said N 1/2 of Lots 4 and 5; thence run East on the said South line for a distance of 660 feet to the point of beginning, containing five (5) acres, more or less.

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

- 1. Ad valorem taxes for the County of Madison and State of Mississippi for the year 1980 which are to be paid 6/12th by the Grantors and 6/12th by the Grantee.
- 2. Zoning and sub-division regulation ordinance of Madison County, Mississippi.
- 3. The exception of an undivided one-half (1/2) interest in and to all oil, gas and other minerals reserved by H. Eugene Ray, et ux, in that certain deed dated January 30, 1967, and of record in Land Deed Book 105 at Page 186 in the office of the Chancery Clerk of Madison County, Mississippi.
- 4. The exception of an undivided one-fourth (1/4) of the whole interest in and to all oil, gas and other minerals in, on and underlying the land hereby described as reserved by Cody M. Canoy and George S. Willey in that certain

deed dated January 14, 1977 and of record in Land Deed Book 143 at Page 471 in the aforesaid office of the Chancery Clerk.

- 5. Rights-of-way and easements for public roads conveyed to Madison . County, Mississippi, by instrument dated April 4, 1949, and of record in Land Deed Book 43 at Page 73 and to the State Highway Commission of Mississippi by instrument dated April 6, 1957, and of record in Land Deed Book 68 at Page 132, in the office of the aforesaid Clerk.
- 6. A right-of-way and easement for the construction, operation, and maintenance and repair of pipelines granted by Mattie C. Ray to United Gas Pipeline Company by instrument dated September 18, 1951, and of record in Land Deed Book 51 at Page 469 in the office of the aforesaid Clerk.

Grantors herein warrant that the within described property is no part of their homestead.

WITNESS our signatures on this the 3 day of Legge 1980.

STATE OF MISSISSIPPI

COUNTY OF Waker

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

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

<u>/ . , ,</u> 1980. A CONTRACTOR OF THE PARTY OF TH

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk 

Form No. 328	RÕNK	169	PAGE 525			
•	<b>,</b>		Madison		- <del>St.</del>	County, Mississippi
Electrical Distribution	LINE	ε ΄	WA 65535	FC	<u> </u>	60.2 (2222
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In consideration of \$ 1.00 (acting personally and for and on behalf of a local personal part of the collectively "Gran	cash, and other value of our heirs, successors, a ors") do hereby grant,	able consi- nd assign convey a	derations, receipt of a and any other person ad warrant unto MIS	all of which is on claiming or SSISSIPPI PO	WER & L	IGHT COMPANY,
its successors and assigns (herein called reconstruction, operation, maintenance, a cross surs, insulators, wires, cables, has appliances, now or hereafter used, useful	'Grantee"), a right of w nd removal of electric p dware, transformers, sw l or desired in connection	ray and expower and itches, gu	l/or communications y wires, anchors and ith, over, across, un	feet in width lines and cire all other equip der, and on	for the le cuits, inclu- ment, stru- that land	cation construction, ding poles, towers, ctures, material and in the County of
Madison	Mississippi, described a	ıs follows	to-wit: A corte	iin parcei	. O1 181	id TAINE and
being situated in the Sout	neast } of the S	Southen	st } of Section	on 31, Tow	mship :	ll North,
Range 3 East, Madison Coun	ty, Mississippi	as sta	ked and point	ed out to	the gr	antor.
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to project Grantee's property on said rig	ht of way.	ntce will day of	1001	t of way, and t	19	
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STATE OF MISSISSIPPI				,		
411/15						
COUNTY OF	he undersigned authorit	u ša and	for the above jurisdic	ction, the with	In named.	
Personally appeared before me, t	he undersigned authorit				nd and wi	fe, who acknowledged
	the foregoing instrumer	nt on the	day and date therein	mentioned.		
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STATE OF MISSISSIPPI, Count.	of the Chancery Co	ourt of	said County, cert	ify that the	within i	nstrument was filed
for record in my office this.	Q. day of .	ma.	,1980.	., at .7.4	Xo'cloc	د
was duly recorded on the	day of 90N	1 1 198	30 19 ,	Book I	va/.6.5	اگریکے کی. ton Page
my office." with 1 1975	<i>r</i> ,		1989 19 19 JUN 11	3U	, 	
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Form No 328	SHOW	169 PAGE	520			
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In consideration of \$ 1.00 (acting personally and for and on behalf after described, called collectively "Grant Collective "Grant Co	of our heirs, s	necessors, and as	signs and a	my other perso	on claiming or t	o claim the property herein-
its successors and assigns (herein called reconstruction, operation, maintenance, cross arms, insulators, wires, cables, ha appliances, now or hereafter used, usefu	and removal o irdware, transf	if electric power formers, switches	nand/or co s. guy wires	enmunications anchors and	lines and circu all other equipm	nent, structures, material and
Madison	., Mississippi, o	described as foll	lows, to-wit	: A corte	in parcel	of land lying and
being situated in the Nor	thwest 1	of Section	33, To	vnship 97	North, Rang	e 1 West, Madison
County, Mississippi as st	aked and	pointed ou	t to the	grantor.	•	•
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" Grantors covenant that they will resid right of way.	not construct o	or permit the co	onstruction	of any house,	barn, well or	other structure or hazard on
Unless otherwise herein specifically be the center line of said right of way.	provided, the	center line of the	he electric ;	power line int	tially constructe	d on this right of way shall
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It is understood that Grantors shall interfere with the rights herein created in	have, at all to Grantee, and	imes the right to that Grantee wi	o use said : ill not enclo	right of way i	for any lawful p	ourpose provided it does not ntor will use the best efforts

LETOOLE STATE OF MISSISSIPPI FORM NO. 700-7820 COUNTY OF Hinds" Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named L. B. Tooke one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named so the said Mississippi Power & Light Company; that he, this affiaint, subscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that he, this affiaint, subscribed his name as a witness thereto in the presence of the above named Grantors, and

Sworn to, and subscribed before me, this the day of MAY

Sworn to, and subscribed before me, this the day of MAY

(Official fulle)

WITNESS my/our signature...

BOOK 169 PAGE 527

2724

<u>M</u>adison Electrical Distribution 65530 BA 80-385 F . . .

County, Mississippi

### RIGHT OF WAY INSTRUMENT

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

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

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

being situated in the Northwest 1 of Section 33, Township 9 North, Range 1 West, Madison

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

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

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 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, this the day of April 19

WITNESS my/our signature_ STOOLE

FORM NO. 700 7320

STATE OF MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named Luce. Toole one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named colonian Price, Jr.

and

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

Sworn to and subscribed before me, this the ... day of ..

MAY

Syon to and subscribed before me, this the day of Arthur My Commission Expires Expires Feb 22, 1997

My Commission Expires (Official Title)

STATE OF MISSISS(FF), County-of Madison:

STATE OF MISSISS(FF), County-of Madison:

Official Title)

STATE OF MISSISS(FF), County-of Madison:

Official Title)

My Commission Expires (Official Title)

STATE OF MISSISS(FF), County-of Madison:

Official Title)

My Commission Expires (Official Title)

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BILLY V. COOPER, Clerk 

Form No 328	BÖOK 169	PAGE 528			,	2725
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Grantors covenant said right of way.	that they will not c	construct or permit the	construction of a	ny house, ban	m, well or other	structure or hazar
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	Form No. 328 100K 169	9 PAGE 53	29		•	2726
	90011 22.00			Madison		) County, Mussissippi
	Electrical Distribution		_LINE	VA 65525	FCA	360.2
	•			BA 80-372		
•			WAY	INSTRUMEN	T 🦠	
	In consideration of \$2.1 1:00 cas (acting personally and for and on behalf of our after described, called collectively "Grantors")	th, and other helrs, success do hereby	er valuable con ssors, and assig grant, convey	siderations, receipt of all as and any other person o and warrant unto MISSIS	of which is he daiming or to SIPPI POWE	reby acknowledged, I/we claim the property herein-R & LIGHT COMPANY,
	its successors and assigns (herein called "Grante reconstruction, operation, maintenance, and ren cross arms, insulators, wires, cables, hardware, appliances, now or hereafter used, useful or de	eo"), a righ noval of ele transforme	nt of way and ectric power a ers, switches, g	ensement 20 fee nd/or communications lin my wires, anchors and all with, over, across, under	et in width for es' and circuits other equipment and on that	the location construction, , including poles, towers, it, structures, material and land in the County of
	Madison Missis	ulopi, descr	ribed as follow	s, to-wit ' A certain	parcel of	land lying and
	being situated in the Southeast				ii, nango .	•
(	County, Mississippi as staked an	nd point	ed out to	the grantor.		
	•					
	together with the right of incress and egress to	and from	said right of	way across the adjoining	land of the	Grantors, the passage of
	together with the right of ingress and egress to vehicles and equipment upon said right of wa- right of way.					
		further com Il trees, tin	pensation, to d	lear and keep clear said with, and other obstructio	right of way, n Grantee sh	including the right to cut
	Grantee shall have the full right, without a down, condition, treat or otherwise remove at cut down from time to time all trees that a of way, (called "danger trees"). Fayment for t Granter, or his successor in title, the reasonable	re tall enor the first cut	ugh to strike t iting of danger	he wires in falling, where trees is included in the a	pove considera	tion. Grantee shall pay to
-	Grantor, or his successor in title, the reasonable Grantors covenant that they will not con-	e market vi struct or p	atue of danger ermit the cons	trees cut thereaster. truction of any house, ba	ra, well or oth	er structure or hazard on
	said right of way.					
•	Unless otherwise herein specifically provide be the center line of said right of way.			•		,
	Should Grantee, or its successors, remove it Grantee shall terminate, but with the right to r	ICHIOTO LICE	CITOTAL BID OF C	smitted a broberry micraein	•	
	It is understood that Grantors shall have, interfere with the rights herein created in Grant			and what of man for	any inwful pur vay, and Grant	pose provided it does not or will use the best efforts
	to protect Grantee's property on said right of w WITNESS my/our signature, this th	шу.	day" of	MAY		19.80
	LETOOL	·		500		
	Lee Bula ".					•
						•
						•
						FORM NO. 700-7320
	STATE OF MISSISSIPPI				, (te	
	Personally appeared Bofore me, the	— understar	ned authority	in and for the above	ve named ju	risdiction, the within
•	vill this morte				0	ne of the subscribing
	witnesses to the foregoing instrument,	who being	g first duly	sworn, deposeth and s	aith that ho	saw the within named
, r-4;	Jany Estes					· · · · · · · · · · · · · · · · · · ·
į	whose names are subscribed thereto, sig	m and del	and liver the sam	e to the said Mississir	pi Power &	Light Company; that
<i>**</i> .	he, this affiant, subscribed his name as	a witness	thereto in	he presence of the ab	ove named	Grantors, and
: N	ec Baker		<del></del>	J 2 TOC	2/8	
-	Sworn to and subscribed before me	this the	<u> 24</u>	day ofA	<b>y</b>	·
. ;	My Commission	_	•	Reit		David.
	My Commission Expires		<del></del> .		Official Title)	PLULLE_
	The state of the s				Λ	•
S	TATE OF MISSISSIPP), County of Mad	ison:				'
	I, Billy V. Cooper, Clerk of the Cl	hancery (	Court of said	County, certify that	t the Within	ck
f	or record in my office this :/ Oday	ااا ل	N 1 1 1000		14 - /	on Page Sa. Jin
٠Ý	as duly recorded on the .; ? day o	of VY	11. + 1. 1990			
п	y office.  Witness my hand and seal of office,	this the		10W T1-1880 · · · ·	.,19	· Clark
				By X I. I.	V. COOPER	., Clerk
	The state and the same			BV A . L I . J . D	و محساب موجوب ميسان	

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Form No. 328	BOOK 169	9 PAGE 530	4		2727
•			Madison_	- 'e.	County, Mississippi
Electrical Dis	tribution	Line	WA 65528 BA 80-463	FCA	360.2
	RIGH	T OF WAY		ENT	•
T13	1.00	ala and arban malmakin an	aughtentions magnint of	all of which is l	hereby acknowledged, I/we
	for and on behalf of our collectively "Grantors")	do hereby grant, convey	signs and any other per y and warrant unto M	ISSISSIPPI POW	ER & LIGHT COMPANY,
its successors and assig reconstruction, operation cross arms, insulators, appliances, now or her	ms (herein called "Grant m, maintenance, and res wires, cables, hardware reafter used, useful or d	tee"), a right of way an moval of electric power transformers, switches, estred in connection the	d ensement 20 and/or communication guy wires, anchors and rewith, over, across, u	feet in width for a lines and circular all other equipmender, and on the	or the location construction, its, including poles, towers, ent, structures, material and at land in the County of
Madison	, Miss!	issippi, described as folk	ows, to-wit: A cort	ain parcel (	of land lying and
being situated	in the Southwes	t 🕻 of Section 1	6, Township 8 N	orth, Range	2 West, Madison
County, Missis	sippi as staked	and pointed out	to the grantor.		
		•			
		-			
together with the righ vehicles and equipmen	t of ingress and egress to t upon said right of w	to and from said right o ay and the right to ins	of way across the adjusted and maintain guy	ining land of th wires and anchor	e Grantors, the passage of selections of said
right of way.  Grantee shall hav	e the full right, without	further compensation, to	clear and keep clear	said right of way	including the right to cu
to cut down from tim of way, (called "dang Grantor, or his success	er trees"). Payment for sor in title, the reasonab	the first cutting of dang le market value of dang	er trees is included in fer trees cut thereafter.	the above conside	ond the limits of said right ration. Grantee shall pay to
said right of way.					other structure or hazard or
be the center line of a	ald right of way.				d on this right of way shal
Should Grantee,	or its successors, remove te, but with the right to	its facilities from said is remove therefrom all of	ind and abandon said Crantee's property the	right of way, threen.	se rights herein created is
It is understood to interfere with the righ	to a Comment of the Manager	at all times the right to itee, and that Grantee wi	a man antil atales of man	for any lawful r	surpose provided it does no ntor will use the best effort
WITNESS my/o	ur signature, this ti	he/_>day of		Of the same	19 00
OKE TO	12 Webs	•			****
je v	and the same	-"	•,	<del></del>	
	1,2 % ⁸⁶ %			***	
STATE OF MISS	reerppy ' **	<b>.</b>	•	•	FORM NO. 700-7320
COUNTY OF	ginds				
Personally app	cared before me, the	undersigned authori	ity in and for the	above named	jurisdiction, the within
	Toole instrument.	who being first duly	v sworn, deposeth as	nd saith that he	one of the subscribing saw the within named
	Estes				Jan the within hamet
તે એ તમે કોઈ હામે કે કે કે જાર કરકે માલ છે.	**************************************	nnd			
he, this affiant, su Loo Ba	ubscribed thereto, sig bscribed his name as ker.	in and deliver the sa a witness thereto in	me to the said Miss the presence of the	sissippi Power & above named	E Light Company; that Grantors, and
12 - 12 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	O Mil.		<u> </u>	20/E_ 0011	
Sworn 16 and	subscribed before me	•	ر day of	1/1/ y 2/1/ / 2	Smi of
My Commission E	My Commission E	xplies Feb. 22, 1932	·	Lary	Pielde
STATE OF MISSI	SiPPI, County of M	adison:	•	Chief Levisions	
ı, Billy V. C	coper, Clerk of the	Chancery Court of	said County, certif	y that the with	in instrument was file
for record in my o	office this . /. ()da	v of Hurra	1980	at 4 7000	clock CZ as an
was duty recorded	on the day	961' 1 'Y' (i h i ki v i ki v i v i	}() , 19	, Book No.	6. Sn Page 35.0
Witness my ha	and seal of office	, this the of	JUN 1.1.1980.	, 19	•••
12. 1 22. 64.			_ BI	LLY V. COOP	ER, Clerk
" Sar sarriage			Ву	اي <i>رايا.لد</i>	′~ <del>{</del>
, all			-	•	

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

By D. Willeyfrik, D. C. BILLY V. COOPER, Çierk

Witness my hand and seal of office, this the ...... of ... JUII ... 1. 1980....

The state of the s

Form No 328	<b>P</b> 00¢	169 a	PAGE 532	Madison	EXEC	2729 *;
Electrical Distribution		1.1	NE	WA 65532	FCA FCA	——County, Mississippi 360.2
				BA 80-418		<del></del>
, F	RIGHT	OF V	MAY İ	NSTRUMEN	<b>IT</b>	
In consideration of \$\frac{1.00}{acting personally and for and on behalf after described, called collectively "Gra	cash, a f of our heirs inters") do l	nd other va i, successors iereby gran	luable consider, and assigns t, convey an	lerations, receipt of all and any other person d warrant unto MISS	of which is here claiming or to claiming or to claiming or to claiming or to claim to the claim of the claim	eby acknowledged, I/we aum the property herein- & LIGHT COMPANY,
its successors and assigns (herein called reconstruction, operation, maintenance, cross arms, insulators, wires, cables, he appliances, now or hereafter used, usef	l "Grantee") and remova ardware, tra ul or desired	a right of of electric asformers, a in connec	way and ea power and switches, guy tion therewi	sement 20 fe for communications livers, anchors and all th, over, across, unde	eet in width for t nes and circuits, other equipment, r, and on that	he location construction, including poles, towers, structures, material and land in the County of
Madison	_, Mississipp	i, described	l as follows,	to-wit: A cortai	n parcel of	land lying and
being situated in the Sout	thwest 🕯	of the	Northwes	st } of Section	32, Townsh	ip 10 North,
Range 3 East, Madison Cour	nty, Mis	sissippi	L ns stal	ced and pointed	out to the	grantor.
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·	ч					
	•					-
together with the right of ingress and evhicles and equipment upon said righ right of way.	egress to and it of way ar	d from said id the righ	right of water to install a	y across the adjoining and maintain guy wire	g land of the C s and anchors be	Frantors, the passage of eyond the limits of said
Grantee shall have the full right, w down, condition, treat or otherwise re- to cut down from time to time all tree of way, (called "danger trees"). Paymu Grantor, or his successor in title, the re-	move all trees that are to ent for the f casonable ma	es, timber, ill enough i irst cutting irket value	tindergrowt to strike the of danger tr of danger tr	h, and other obstruction wires in falling, when the ses is included in the sees cut thereafter.	on. Grantee shall a located beyond above consideration	I have the further right the limits of said right on. Grantee shall pay to
Grantors covenant that they will a said right of way.	not construc	t or permit	t the constru	ection of any house, b	um, well or other	r structure or hazard on
Unless otherwise herein specifically be the center line of said right of way.	provided, ti	he center li	ne of the ele	ectric power line initial	lly constructed or	this right of way shall
Should Grantee, or its successors, r Grantee shall terminate, but with the ri	remove its fa	cilities from	said land an all of Gran	and abandon said rigitales property thereon	it of way, the r	rights herein created in
It is understood that Grantors shall	l have et al				(Tanga)	
interfere with the rights herein created i to protect Grantee's property on said rig	In Grantee, a ght of way.	nd that Gra	ntee will no	t enclose said right of	way, and Grantop	will use the best efforts
Interfere with the rights herein created i	In Grantee, a ght of way.	nd that Gra	ngat to use intee will no	said right of way for t enclose said right of	wzy, and Grantop	will use the best efforts
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BOOK 169 PAGE 533

QUITCLAIM DEED

MOEXED 2732

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, CHARLIE M. BROADAWAY and CAROL BROADAWAY, Grantors, do hereby remise, release, convey and forever quitclaim unto MISSISSIPPI POWER & LIGHT COMPANY, A MISSISSIPPI CORPORATION, Grantees, all of our right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

#### TRACT I

A tract of land containing 9.53 acres, located in the SW 1/4 of the NE 1/4 of Section 10, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at the Northwest corner of Section 10,
Township 7 North, Range 2 East, Madison County,
Mississippi, and run thence North 0 degrees 05 minutes
West 900.24 feet to an iron bar; run thence East
2140.50 feet to an iron bar on the East right-of-way
line of a 60 foot wide road; thence run South 0 degrees
Ol minutes West, along the East right-of-way line of
said road, 2,877.23 feet to a point, run thence East
441.73 feet to the point of beginning of the tract
herein described, thence run North 00 degrees 01
minutes East a distance of 568.00 feet to an iron bar,
thence continue North 00 degrees 01 minute East along
the East property line of a certain Sills property,
(Book 138 at page 178, Records of Madison County) 57.0
feet to a point, thence run South 89 degrees 56 minutes
East along an existing fence a distance of 667.0 feet
to a point, (said point being the Northwest corner of a
certain Brewer property recorded in Book 89 at page
476, Records of Madison County, Miss.), thence run
South 00 degrees 30 minutes West along the West
property line of said Brewer property a distance of
625.0 feet to a point, thence run North 89 degrees 56
minutes West a distance of 661.0 feet to the point of
beginning containing 9.53 acres.

WITNESS OUR SIGNATURES on this the 6 day of 1000

Charlie M. Broadaway

Carol Broadsway

STATE OF	Julas
COUNTY OF	Sangar

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, CHARLIE M. BROADAWAY AND CAROL BROADAWAY, 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 64 day __, 1980.

COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

ABOK 169 PAGE 533 WARRANTY



2730

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, CHARLIE M. BROADAWAY and wife, CAROL BROADAWAY, Grantors, do hereby convey and forever warrant unto MISSISSIPPI POWER & LIGHT COMPANY, A MISSISSIPPI CORPORATION, GRANTEE, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A tract of land containing 9.53 acres, located in the SW 1/4 of the NE 1/4 of Section 10, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at the Northwest corner of Section 10,
Township 7 North, Range 2 East, Madison County,
Mississippi, and run thence North 0 degrees 05 minutes
West 900.24 feet to an iron bar; run thence East
2140.50 feet to an iron bar on the East right-of-way
line of a 60 foot wide road; thence run South 0 degrees
Ol minutes West, along the East right-of-way line of
said road, 2,877.23 feet to a point, run thence East
441.73 feet to the point of beginning of the tract
herein described, thence run North 00 degrees 01
minutes East a distance of 568.00 feet to an iron bar,
thence continue North 00 degrees 01 minute East along
the East property line of a certain Sills property,
(Book 138 at page 178, Records of Madison County) 57.0
feet to a point, thence run South 89 degrees 56 minutes
East along an existing fence a distance of 667.0 feet
to a point, (said point being the Northwest corner of a
certain Brewer property recorded in Book 89 at page
476, Records of Madison County, Miss.), thence run
South 00 degrees 30 minutes West along the West
property line of said Brewer property a distance of
625:0 feet to a point, thence run North 89 degrees 56
minutes West a distance of 661.0 feet to the point of
beginning containing 9.53 acres.

LESS AND EXCEPT:

#### LESS AND EXCEPT:

A tract of land containing 1.74 acres, located in the SW 1/4 of the NE 1/4 of Section 10, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly descibed as follows:

Commence at the Northwest corner of Section 10,
Township 7 North, Range 2 East, Madison County,
Mississippi, and run thence North 0 degrees 05 minutes
West 900.24 feet to an iron bar; run thence East
2140.50 feet to an iron bar on the East right-of-way
2140.50 feet to an iron bar on the East right-of-way
line of a 60 foot wide road; thence run South 0 degrees
01 minute West, along the East right-of-way line of
said road, 2,877.23 feet to a point, run thence East

· State

441.73 to an iron bar, run thence South 89 degrees 56 minutes East a distance of 261.55 feet to the point of beginning of the tract herein described, run thence North 64 degrees 04 minutes West a distance of 81.18 feet to a point, run thence North 25 degrees 56 minutes East a distance of 295.16 feet to a point, run thence South 64 degrees 04 minutes East a distance of 295.16 feet to a point, run thence South 25 degrees 56 minutes West a distance of 191.57 feet to a point, run thence North 89 degrees 56 minutes West a distance of 238.0 feet to the point of beginning containing 1.74 acres.

ALSO, an easement for roadway purposes from Hoy Road to the south line of the 1.74 acre parcel above excepted, which shall be appurtenant to the above grant and shall run with the title to said land. The location of said roadway easement shall be along the property designated as "MP&L R.O.W. & Easement" as shown on a plat marked Exhibit "A" attached hereto and made a part hereof.

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

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1980, which are liens but are not yet due and payable. Grantors convenant that they will pay said 1980 taxes and Grantee agrees to reimburse to Grantors 7/12 of the portion of said taxes applicable to the land hereby conveyed upon presentation of a copy of the tax receipt therefor.
- 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 mineral reservations and/or conveyance of record. The Grantor does convey whatever oil, gas and other mineral interest he owns in regard to the subject property but without warranty as to the interest conveyed:
- 4. A Right of Way Deed from Canton Oil Mill Ginneries Co. to Mississippi Gas and Electric Co. dated June 12, 1929, and recorded in Book 7 at page 127 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 5. A Right of Way Deed from The Federal Land Bank of New Orleans to Mississippi Power & Light Company dated November 12, 1936, and recorded in Book 10 at page 464 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 6. A Right of Way Easement from Charlie M. Broadaway to Bear Creek Water Association dated May 18, 1978, and recorded in Book 156 at page 427 in the records in the office of the aforesaid Clerk.

Carol Broadaway joins in this conveyance for the purpose of conveying any interest she may have, if any, in the subject property.

WITNESS OUR SIGNATURES on this the 6 day of

June______, 1980.

A. 18

Charlie M. Broadaway

Carol Broadaway

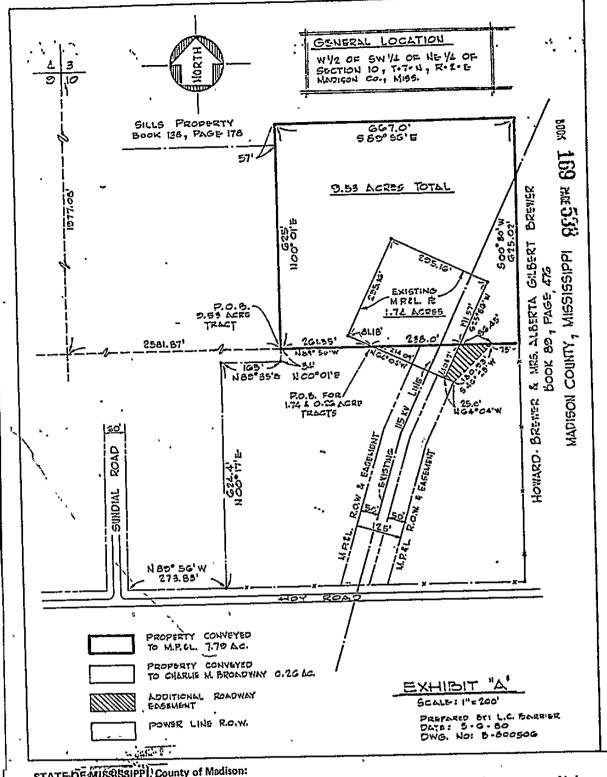
STATE OF	Jujas	
COUNTY OF	Damant	·

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, CHARLIE M. BROADAWAY AND CAROL BROADAWAY, 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 19th day of _______, 1980.

(SEAL)

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# BOOK 169 PAGE 539

AFC 2731

## RIGHT-OF-WAY CONVEYANCE

cash in hand paid the sufficiency of which is hereby acknowledged. WE, CHARLIE M. BROADAWAY and wife CAROL BROADAWAY, do hereby sell, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY, A MISSISSIPPI CORPORATION, a perpetual right of way and easement for roadway purposes and for the construction, reconstruction, maintenance and operation of electric power circuits upon, over, across and over the following described property, to-wit:

A tract of land containing 0.13 acres, located in the SW 1/4 of the NE 1/4 of Section 10, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at the Northwest corner of Section 10,
Township 7 North, Range 2 East, Madison County,
Mississippi, and run thence North 0 degrees 05 minutes
West 900.24 feet to an iron bar; run thence East
2140.50 feet to an iron bar on the East right-of-way
line of a 60 foot wide road; thence run South 0 degrees
01 minutes West, along the East right-of-way line of
said road, 2,877.23 feet to a point, run thence East
441.73 to a point, run thence South 89 degrees 56
minutes East a distance of 499.55 feet to the point of
beginning of the tract herein described, run thence
South 89 degrees 56 minutes East a distance of 86.45
feet to a point, run thence South 46 degrees 25 minutes
West a distance of 150.93 feet to a point, run thence
North 64 degrees 04 minutes West a distance of 25.0
feet to a point, run thence North 25 degrees 56 minutes
East a distance of 103.7 feet to the point of beginning
containing 0.133 acres.

THIS the 6 day of June, 1980.

Charlie M. Broadaway

Carol Broadaway

STATE OF COUNTY OF Dangak

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, CHARLIE M. BROADAWAY AND CAROL BROADAWAY, 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 What day , 1980.

<u> Leann Baker</u>

COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

2739

## WARRANTY DEED

STATE OF MISSISSIPPI COUNTY OF MADISON

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, the undersigned Mitchell Homes, an Alabama General Partnership composed of Nuco Southeast Corporation, a Delaware Corporation and The Mitchell Company, an Alabama Partnership composed of Armay Development Corporation, a Delaware Corporation, Marbitt Incorporated, a Delaware Corporation, and Luco Development Incorporated, a Delaware Corporation, acting by and through its General Partner, The Mitchell Company, which company is acting by and through its General Partner, Armay Development Corporation, does hereby sell, convey and warrant unto Gary Taylor, Builder, Inc., the hereinafter described land and property, same lying and being situated in Madison County, Mississippi and being more particularly described as follows, to-wit:

Lot 41, Country Club Woods, Part IV, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book 6 at Page 12, reference to which is hereby made in aid of and as a part of this description.

There is expressly excepted from the warranty hereof any prior reservations of oil, gas or other mineral interests, restrictive covenants and easements of record pertaining to the above described property.

The ad valorem taxes for the year 1980 are hereby prorated between the parties hereto on an estimated basis.

# MOOK 169 PAGE 542

WITNESS the signature of Mitchell Homes, an Alabama General Partnership, this the _____ day of _____ 1980.

> MITCHELL HOMES, An Alabama General Partnership

THE MITCHELL COMPANY, An Alabama General Partnership and General, Partner in Mitchell Homes

ARMAY DEVELOPMENT CORPORATION POR A Delaware Corporation and General Partner in The Mitchell Company

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid Fred Griffin, the Vice President of Armay Development Corporation, General Partner of The Mitchell Company, which is General Partner of Mitchell Homes, and that on behalf of Armay Development Corporation acting in its capacity as General Partner of said The Mitchell Company with The Mitchell Company, acting in its capacity as General Partner of said Mitchell Homes, he signed, sealed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, having been first duly authorized to do so.

WITNESS my hand and official seal on this the day

Commission Expires: My Commission Expires March 18, 1984.

STATE OF MISSISSIPPI, County of Madison:

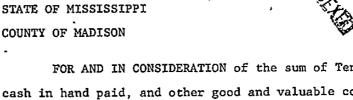
....., 19 ....., Book No/b . Jon Page . Styl in 

BILLY, V. COOPER, Clerk

2740

STATE OF MISSISSIPPI

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, the undersigned Mitchell Homes, an Alabama General Partnership composed of Nuco Southeast Corporation, a Delaware Corporation and The Mitchell Company, an Alabama Partnership composed of Armay Development Corporation, a Delaware Corporation, Marbitt Incorporated, a Delaware Corporation, and Luco Development Incorporated, a Delaware Corporation, acting by and through its General Partner, The Mitchell Company, which company is acting by and through its General Partner, Armay Development Corporation, does hereby sell, convey and warrant unto Gary Taylor, Builder, Inc., the hereinafter described land and property, same lying and being situated in Madison County, Mississippi and being more particularly described as follows, to-wit:

> Lot 36, Country Club Woods, Part IV, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book 6 at Page 12, reference to which is hereby made in aid of and as a part of this description.

There is expressly excepted from the warranty hereof any prior reservations of oil, gas or other mineral interests, restrictive covenants and easements of record pertaining to the above described property.

The ad valorem taxes for the year 1980 are hereby prorated between the parties hereto on an estimated basis:

WITNESS the signature of Mitchell Homes, an Alabama General Partnership, this the 22 day of 1980.

> MITCHELL HOMES, An Alabama General Partnership

THE MITCHELL COMPANY, An Alabama General Partnership and General Partner in Mitchell Homes

ARMAY DEVELOPMENT CORPORATION, A Delaware Corporation and General Partner in The

Mitchell Company

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid Fred Griffin, the Vice President of Armay Development Corporation, General Partner of The Mitchell Company, which is General Partner of Mitchell Homes, and that on behalf of Armay Development Corporation acting in its capacity as General Partner of said The Mitchell Company with The Mitchell Company, acting in its capacity as General Partner of said Mitchell Homes, he signed, sealed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, having been first duly authorized to do so.

WITNESS my hand and official seal on this the 221 day May 1980

Commission Expires: My Confinission Expires March 18, 1984. Water Charles

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER Clerk
By D. L. W. C. D. C.

45.00 34



2742

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, HELENE H. BAIRD, do hereby convey and quitclaim unto RONNIE S. CHRISTIAN, the following described real property lying and being situated in the Madison County, Mississippi, to wit:

A parcel of land containing 1 acre, more or less, lying and being situated in the E 1/2 SE 1/4, Section 21, Township 10 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at a point that is 28.6 feet south of the intersection of the north right of way line of Davis Road with the east fence line of the W 1/2 SW 1/4 of Section 22, Township 10 North, Range 3 East, Madison County, Mississippi, and run N 89°33'W along the north margin of said road for 1493 feet to a point on the east margin of the entrance drive to Huckleberry Hills, said point being 12.2 feet north of the center line of Davis Road; thence N 00°17'W for 385.35 feet to a point; thence S 62°01'W for 55 feet to an existing iron pin at the SW corner and point of beginning of the property herein described; thence N 24°08'W for 290 feet to an existing iron pin; thence N 28°37'E for 54.9 feet to an existing iron pin; thence S 26°55'E for 359.8 feet to an existing iron pin; thence S 26°01'W for 140 feet to the point of beginning. Less and except all oil, gas and other minerals.

WITNESS MY SIGNATURE on the 3 day of May, 1980.

Heleve H. Bar

GRANTOR

: ,,

KOOK 169 PAGE 548 STATE OF COUNTY OF

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

GIVEN UNDER MY HAND and official seal of office on this ______ day of May, 1980. Drive

(SEAL)

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MY COMMISSION EXPIRES:

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NOTAR
GEORGIA
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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

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

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

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

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

1. Billy V. Cooper, Clerk of the Chancery Court 
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BOOK 169 PAGE 547

QUITCLAIM DEED

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FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, HARRIS F. WALLACE, SR., PERCY F. PARKER, E. C. HENRY, and EVELYN F. HENRY (successors in title to the interest formerly owned by J. H. Woodruff), SHELBY B. SMITH, JR. and CAROLYN S. SMITH (successors in title to the interest formerly owned by R. D. Ray, Individually), MORRIS D. FERGUSON and ROSALYN B. FERGUSON (successors in title to the interest formerly owned by Mrs. C. W. Yeates, also known as Mary W. Yeates), E. H. FORTENBERRY, CAMMIE PARKER, KATIE PARKER, and HELENE H. BAIRD (who, together with Percy F. Parker, are successors in title to the interest formerly owned by F. H. Parker), JOSEPH COLLINS WOHNER, SR., (successor in title to the interest formerly owend by C. K. Wohner), F. H. RAY, JR., MARY JANE R. HALL and BOBBY RAY (successors in title to the interest formerly owned by the Canton Exchange Bank, Canton, Mississippi as Trustee under the Last Will and Testament of F. H. Ray, Deceased), do each hereby convey and quitclaim unto RONNIE S. CHRISTIAN, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing 1 acre, more or less, lying and being situated in the E 1/2 SE 1/4, Section 21, Township 10 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at a point that is 28.6 feet south of the intersection of the north right of way line of Davis Road with the east fence line of the W 1/2 SW 1/4 of Section 22, Township 10 North, Range 3 East, Madison County, Mississippi, and run N 89°33'W along the north margin of said road for 1493 feet to a point on the east margin of the entrance drive to Huckleberry Hills, said point being 12.2 feet north of the center line of Davis Road; thence N 00°17'W for 385.35 feet to a point; thence S 62°01'W for 55 feet to an existing iron pin at the SW corner and point of beginning of the property herein described; thence N 24°08'W for 290 feet to an existing iron pin; thence N 23°36'E for 54.9 feet to an existing iron pin; thence N 38°37'E for 91.9 feet to an existing iron pin; thence S 26°55'E for 359.8 feet to an existing iron pin; thence S 62°01'W for 140 feet to the point of beginning. Less and except all oil, gas and other minerals.

WITNESS	OUR	SIGNA TUR	ES on the5	th day of	May	, 1980.
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			Percy F.	Parker	-/	
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•			Shelby B.	Smith, Jr.	1	
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		*	Rosalyn I	B. Ferguson	Le	incres our
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			4			GRANTORS

# BOOK 169 PAGE 549

STATE OF MISSISSIPPI COUNTY OF MADISON

1. 1 · 14. 14.

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, HARRIS F. WALLACE, SR., PERCY F. PARKER, E. C. HENRY, EVELYN F. HENRY, SHELBY B. SMITH, JR., CAROLYN S. SMITH, MORRIS D. FERGUSON, ROSALYN B. FERGUSON, E. H. FORTENBERRY, CAMMIE PARKER, KATIE PARKER, and JOSEPH COLLINS WOHNER, SR., who acknowledged to me that the did each sign and deliver the foregoing instrument on the date and for the purposes therein set forth.

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6.000	Myrlen C. Bourburgen	•
(SEAT.)	NOTANT, TODDAG	
My COMMISSION EXPIRES:		
MY COMMISSION EXPINES HOV. 22, 1931	•	
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WH.		
STATE OF MISSISSIPPI		
COUNTY OF	•	
a de le le la	D before me, the undersigned authority in and ned, HELENE H. BAIRD, who acknowledged to the foregoing instrument on the date and for the	Ÿ
GIVEN UNDER MY HAND	and official seal of office on this the	•
	•	
(SEAL)	NOTARY PUBLIC	_
(DDE: II)	W. H. STEEN Notary Public	
MY COMMISSION EXPIRES:	Caddo Parish, Louisiana MY COMMISSION IS PERMANENT	
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JOUISIANA STATE OF MISMISSIPPI PATSHITY OF GADIO

EOOK 169 PAGE 550

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

GIVEN UNDER MY HAND and official seal of office on this the not be day of May 1980.

(SEAL)

NOTARY PUBLIC:

MY COMMISSION EXPIRES:

MY COMMISSION IS PERIMARRIATE

De los Rife

STATE OF MISSISSIPPI COUNTY OF Jundo

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

day of Many, 1980.

(SEAL), e;

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WY COMMISSION EXPIRES:

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STATE OF MISSISSIPPI COUNTY OF MADISON

800K 108 Mat 551

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, F. H. RAY, JR., who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein set forth.

. GIVEN UNDER MY HAND and official seal of office on this the 10th , 1980. let Louis Soza p. COMMISSION EXPIRES: My Commission Expires April 25, 1981 

. '\

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 _ John W. Baker and Sonja F. Baker -----, Grantees, as joint tenants with full rights of survivorship and not as tenants in common, leasehold interest in the following

Unit 103, 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 446, Page 200; and the subdivision plat recorded in Cabinet B, Slide 39, in the Office of the Chancery Clerk of Madison County at Canton, Mississippi.

described land and property situated in the County of Madison,

State of Mississippi, to-wit:

The Grantees by acceptance hereof and by agreement with Grantor, hereby expressly assume and agree 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.

### MODK 169 PAGE 553

This leasehold conveyance is made subject to the follow-

- 1. 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.
- 3. The liens of the 1980 state, county and city taxes, which are not yet due and payable, which are to be pro-rated as of the date of delivery of this deed.
- 4. All prior oil, gas and mineral reservations, conveyances. or leases of record as pertain to the subject property.
- 5. 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.

WITNESS THE SIGNATURE, this the 10 TH day of TONE 1980.

THE BREAKERS OF MISSISSIPPI, LTD.

STATE OF MISSISSIPPI

COUNTY OF LINGS

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named who acknowledged that he is of The Breakers of Mississippi, Itd:, a Mississippi corporation, and that for and on behalf of said corporation, he signed, sealed, and delivered the foregoing Deed on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

GIVEN under my hand and official seal, this the low day 306.11166

commission skorres: mission Expires June 11, 1980 COLICE

STATE OF MISSISSIPPII County of Madison:

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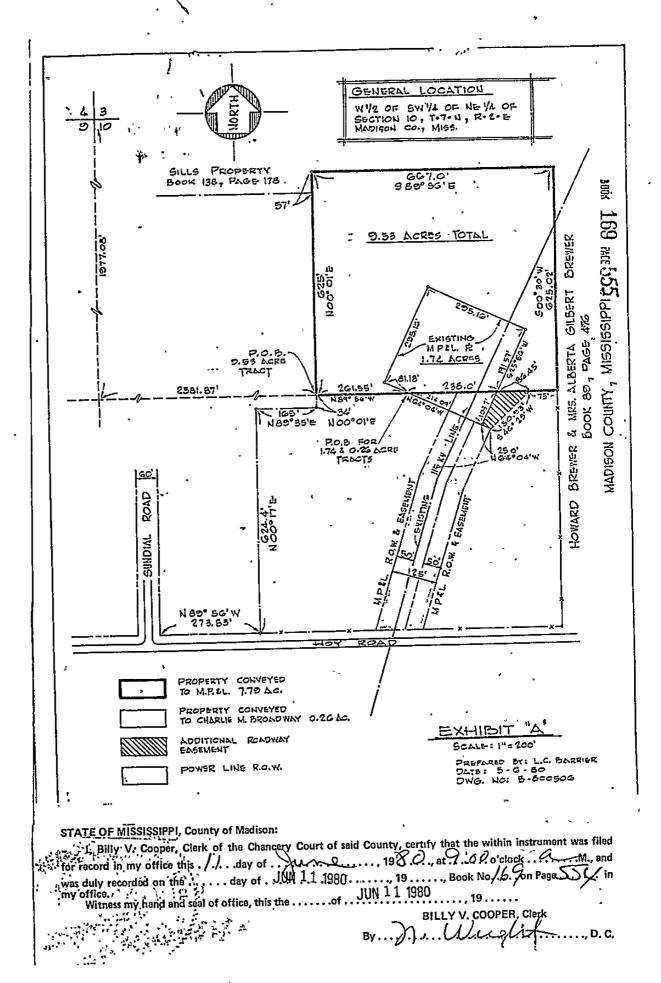
2747 BOOK 169 PAGE 554 County, Mississippi <u>350.2</u> Hoy Road area Substation Lines LINE (Existing R.B.S.E.S. - Canton 115 KV) 61143 RIGHT OF WAY INSTRUMENT In consideration of \$\frac{10.00}{2}\$ cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we (acting personally and for and on behalf of our heirs, successors, and assigns and any other person claiming or to claim the property herein-after described, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY, after described, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY, after described, called collectively "Grantors") its successors and assigns (herein called "Granteo"), a right of way and casement Variable feet in width for the location construction, reconstruction, operation, maintenance, and removal of electric power and/or communications lines and circuits, including poles, towers, cross arms, insulators, wires, cables, hardware, transformers, switches, guy wires, anchors and all other equipment, structures, material and appliances, now or hereafter used, useful or desired in connection therewith, over, across, under, and on that land in the County of Madison Mississippi, described as follows, to-wit: 2.1 acres located in W  $\frac{1}{2}$  of the SW  $\frac{1}{2}$  of the NE  $\frac{1}{2}$  of Section 10, Township 7 North, Range 2 East, Madison County, Mississippi, being a strip of land extending from Hoy Road northeasterly to the new south boundary of the Grantee's substation The location of said right-of-way is more specifically shown on sketch marked' B-800506, attached hereto and made a part hereof. together with the right of ingress and egress to and from said right of way across the adjoining land of the Grantors, the passage of vehicles and equipment upon said right of way and the right to install and maintain guy wires and anchors beyond the limits of said right of way. right of way.

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

Grantors covenant that they will not construct or permit the construction of any house, barn, well or other structure or hazard on said right of way. Unless otherwise herein specifically provided, the center line of the electric power line initially constructed on this right of way shall 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 stee 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. 1980 WITNESS my/our signature...... this the Charlie M. Broadaway Carol Broadayay COUNTY OF DAMAN COUNTY OF DAMA

Charlie M. Broadaway and Carol Broadaway hust that the signed and delivered the foregoing instrument on the day and date therein mentioned. husband and wife, who acknowledged Given under my hand and official seal, the the 1880 M Seasa Bales

(Title) Molar, Pullic in and Jor Remodeling and the state sahart Courty, Duas



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STATE OF MISSISSIPPI

COUNTY OF MADISON

600K 169 PAGE 559

### QUITCLAIM DEED

2751

Marine State

FOR AND IN CONSIDERATION of the sum of Ten and No/100

Dollars (\$10.00), cash in hand paid and other good and valuable

considerations, the receipt of all of which is hereby acknowledged,

Charles DeWitt Walcott, III and wife, Marion Brown Walcott

(the "Grantors") do hereby give, remise, release, and forever

quitclaim unto Bagley, Walcott & Associates, Inc., a corporation

duly incorporated under the laws of the State of Mississippi

(the "Grantee"), and its assigns, all that parcel of land

lying in Madison County, Mississippi, and more particularly

described as follows:

LOT NINETEEN (19), TREASURE COVE, PART TWO, 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 slice B-17, reference to which is hereby made in aid of and as a part of this description.

It is hereby expressly stated that the Grantee is responsible and agrees to pay all taxes or special assessments for the year 1980 upon the property convened.

IN WITNESS WHEREOF, the Grantors have set their hand and seal this the 2nd day of June, 1980.

CHARLES DEWITT WALCOTT, III

MARION BROWN WALCOTT

STATE OF MISSISSIPPI COUNTY OF Hinds

Personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named Charles DeWitt Walcott, III who acknowledged that he

signed, executed and delivered the above and foregoing instrument, having first been duly authorized so to do.

day of June, 1980.

Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named Marion Brown Walcott who acknowledged that she signed, executed and delivered the above and foregoing instrument, having first been duly authorized so to do.

GIVEN under my hand and seal of office, this the 2nd day of June, 1980.

αΜΥ (Commission Expires:

STATE OF MISSISSIPPI_County of Madison:

# 800K 169 PAGE 558



2753

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, ROBERT M. CASE, Grantor, do hereby convey and forever warrant unto JAMES A. GUNTER and wife, NITA C. GUNTER, Grantees, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Being situated in the NW 1/4 of Section 32 and the NE 1/4 of Section 31, all in Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Deing more particularly described as follows:

Commence at an iron pin marking the SE corner of the SW 1/4 of the NW 1/4 of said Section 32 and run South 89 degrees 40 minutes 13 seconds West, along the South boundary of the said SW 1/4 of the NW 1/4, 944.24 feet to the SE corner of and Point of Beginning for the property herein described; continue thence South 89 degrees 40 minutes 13 seconds West, along the South boundary of the said SW 1/4 of the NW 1/4, 378.65 feet to the West boundary of aforesaid Section 32; run thence South 0 degrees 36 minutes 14 seconds East, along the West boundary of Section 32, 64.77 feet to the Centerline of the Robinson Springs gravel road as it is now (May, 1980) in use; run thence North 65 degrees 52 minutes 09 seconds West, along the centerline of said road, 55.05 feet; run thence North 6 degrees 02 minutes 58 seconds West, 1217.37 feet to the centerline of a creek; run thence southeasterly, along the meanderings of said creek the following courses: South 76 degrees 55 minutes 28 seconds East, 38.60 feet; South 67 degrees 46 minutes 12 seconds East, 89.34 feet; South 86 degrees 16 minutes 52 seconds East, 90.19 feet; South 72 degrees 44 minutes 18 seconds East, 107.33 feet; South 57 degrees 10 minutes 05 seconds East, 79.59 feet; thence leaving the centerline of said creek, run thence South 9 degrees 37 minutes 28 seconds West, 1057.65 feet to the Point of Beginning, containing 10.25 acres, more or less.

ANTY OF THIS CONVEYANCE is subject to the following

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

1. County of Madison and State of Mississippi ad valorem taxes for the year 1980, which shall be prorated as follows, to-wit: Grantor: 6 mo; Grantees: 6 mo.

## BOOK 169 PAGE 559

- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 3. The reservation and/or conveyance by prior oweners of undivided interests in and to the oil, gas and other minerals lying in, on and under the subject property together with the rights of ingress and egress to extract and process said oil, gas and other minerals. The Grantor intends to convey all oil, gas and other minerals he owns, if any, in regard to the subject property, but no representation is hereby made as to the mineral interest conveyed.
- 4. The warranty herein does not extend to that portion of the subject property which is located south of a fence located near the south line of the subject property.
- 5. A right-of-way conveyance from Ben Z. Winter to Mississippi Power and Light Company dated April 9, 1946, and recorded in Book 35 at page 170 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 6. A perpetual non-exclusive right-of-way and easement 30 feet in width for ingress and egress granted to William L. Carpenter, Jr. et ux in Warranty Deed dated April 12, 1978, and recorded in Book 155 at page 698.

The subject property constitutes no part of the homestead of the

WITNESS MY SIGNATURE on this the 10th day of June, 1980. Case Robert M.

STATE OF MISSISSIPPI COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the  $10^{48}$  day of June, 1980.

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

### WARRANTY DEED

DEXES.

2755

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, ROBERT M. CASE, Grantor, do hereby convey and forever warrant unto CURTIS G. LYNCH and wife, BRENDA R. LYNCH, Grantees, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Being situated in the SW 1/4 of the NW 1/4 of Section 32, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at an iron pin marking the SE corner of the SW 1/4 of the NW 1/4 of said Section 32 and run South 89 degrees 40 minutes 13 seconds West, along the South boundary of the said SW 1/4 of the NW 1/4, 794.24 feet to the SE corner of and the Point of Beginning for the property herein described; continue thence South 89 degrees 40 minutes 13 seconds West, along the South boundary of the said SW 1/4 of the NW 1/4, 150.00 feet; run thence North 9 degrees 37 minutes 28 seconds West, 1057.65 feet to the centerline of a creek; run thence southeasterly, along the meanderings of said creek the following courses: South 57 degrees 10 minutes 05 seconds East, 13.00 feet; South 55 degrees 56 minutes 21 seconds East, 59.99 feet; North 88 degrees 36 minutes 56 seconds East, 33.11 feet; South 53 degrees 33 minutes 51 seconds East, 66.0 feet; South 58 degrees 11 minutes 39 seconds East, 127.79 feet; North 75 degrees 29 minutes 19 seconds East, 73.76 feet; thence leaving the centerline of said creek, run due South, 913.99 feet to the Point of Beginning, containing 5.07 acres, more or less.

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

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1980, which shall be prorated as follows, to-wit: Grantor: 6 Mo; Grantees: 6 MO;
- 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.

# 600K 169 PAGE 551

- 3. The reservation and/or conveyance by prior oweners of undivided interests in and to the oil, gas and other minerals lying in, on and under the subject property together with the rights of ingress and egress to extract and process said oil, gas and other minerals. The Grantor intends to convey all oil, gas and other minerals he owns, if any, in regard to the subject property, but no representation is hereby made as to the mineral interest conveyed.
- 4. The warranty herein does not extend to that portion of the subject property which is located south of a fence located near the south line of the subject property.
- 5. A right-of-way conveyance from Ben Z. Winter to Mississippi Power and Light Company dated April 9, 1946, and recorded in Book 35 at page 170 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 6. A perpetual non-exclusive right-of-way and easement 30 feet in width for ingress and egress granted to William L. Carpenter, Jr. et ux in Warranty Deed dated April 12, 1978, and recorded in Book 155 at page 698.

The subject property constitutes no part of the homestead of the Grantor.

WITNESS MY SIGNATURE on this the OF day of June, 1980.

Robert M. Case

STATE OF MISSISSIPPI

COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 10th day of June 1980.

MYTCOMMISSION EXPIRES:

.75.

Back 169 page 562

RIGHT-OF-WAY AND EASEMENT

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, ROBERT M. CASE, do hereby convey unto CURTIS G. LYNCH and wife, BRENDA R. LYNCH, a perpetual right of way and easement for ingress and egress on, over and across a 30 foot wide strip located in the NE 1/4 SE 1/4 and SE 1/4 NE 1/4 Section 31 and in the SW 1/4 NW 1/4 Section 32 all in Township 8 North, Range 1 East, Madison County, Mississippi. Said 30 foot strip is shown on Plat of Survey of Case & Associates, Inc. dated May 13, 1980, a copy of said plat being attached hereto and marked as Exhibit "A" to this instrument.

James A. Gunter and Nita C. Gunter join in the execution of this instrument to show that they acknowledge the existance of the rights granted hereby and that they do consent to same.

THIS the 10th day of June, 1980.

Robert M. Case

Torsed N. Spirit

Na Company

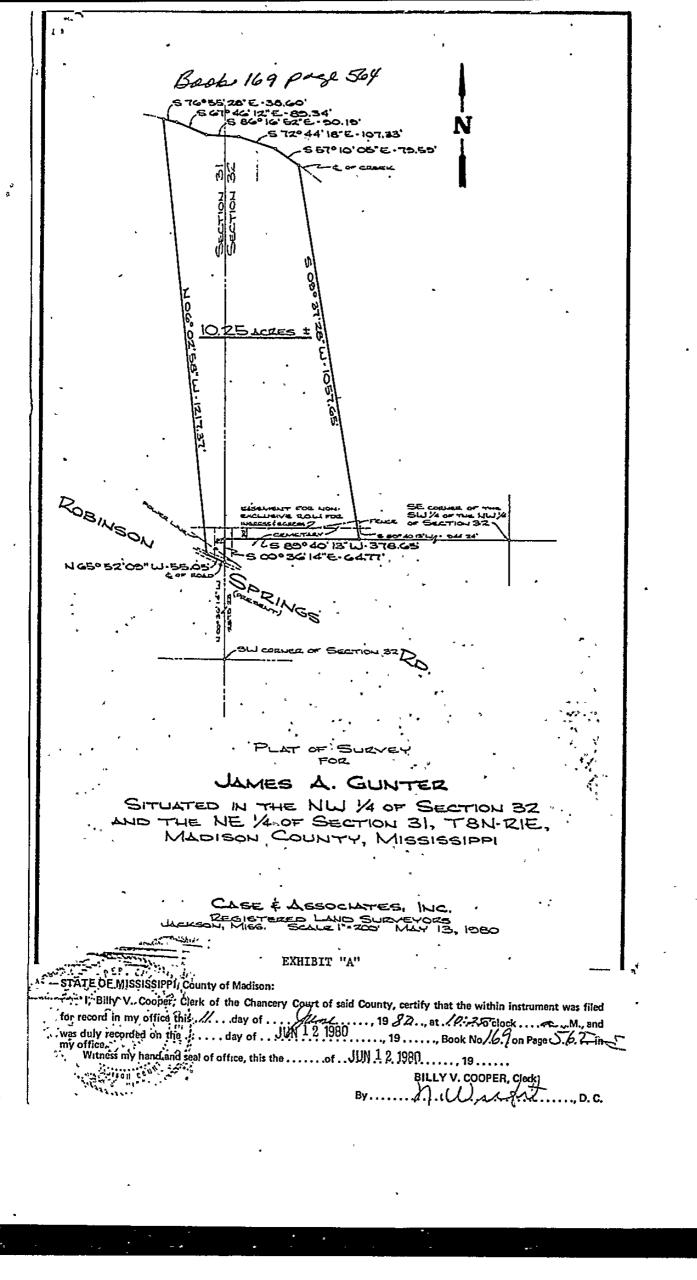
STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in

and for the jurisdiction above mentioned, ROBERT M. CASE, JAMES A. GUNTER, and NITA C. GUNTER, 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  $10^{14}$  day of June, 1980.

MYCCOMMISSION EXPIRES:



2758

WARRANTY DEED SOOK 169 PAGE 505

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, JAMES D. Estate of Estate of WHIDDON, does hereby sell, convey and warrant unto/JAMES N. BOURNE, W. L. Initia MAXEY, JR., J. B. McGEHEE, THOMAS M. STEWART, WILLIAM J. EVERITT, JR., CARL W. GRAVES and WILLIAM M. SPOTIS, his undivided one-eighth (1/8th) interest in all the assets of RATLIFF FERRY, LND, a joint venture, including but not limited to all cash, accounts receivable and the following described property situated in the County of Madison, State of Mississippi, to-wit:

SEE ATTACHED EXHIBITS A, B, AND C FOR DESCRIPTION

It is the intention of the Grantor to convey all the real estate now owned jointly with the above named Grantees to which title was originally obtained by Warranty Deed recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Book 136 at Page 827.

THIS CONVEYANCE is subject however to the following:

- 1. Deed of Trust upon part of Parcel No. 3, executed by James
  D. Whiddon and Christine Whittington Whiddon to H. Nolen Fancher, Trustee, to
  secure Charles J. Boyd in the original principal sum of \$35,000.00 with interest
  and incidents, dated May 9, 1967, filed May 9, 1967, recorded in Land Record
  Book 350 at Page 282 thereof in the Chancery Clerk's Office for said county.
  The aforesaid deed of trust and the indebtedness secured thereby are presently
  owned by First National Bank of Jackson, Jackson, Mississippi, by virtue of
  assignment executed by Charles J. Boyd dated May 24, 1979, filed for record
  May 24, 1979, and recorded in Book 457 at Page 156.
- 2. Deed of Trust executed by W. L. Maxey, Jr., James N. Bourne and J. B. McGehee to R. H. Powell, Jr., Trustee to secure James D. Whiddon and Christine W. Whiddon in the original principal sum of \$251,295.00, dated July 16, 1974, filed for record August 1, 1974, recorded in Book 404 at Page 689, repayable in successive annual payments of \$27,589.68 each commencing on July 16, 1974, final payment due July 16, 1984, with full prepayment privileges and right to secure releases. The aforesaid deed of trust and

the indebtedness secured thereby are presently owned by First National Bank of Jackson, Jackson, Mississippi, by virtue of Assignment executed by James D. Whiddon and Christine W. Whiddon dated January 16, 1975, filed for record February 13, 1975, and recorded in Book 408 at Page 266.

- 3. Reservation by former owners of all oil, gas and other minerals in, on and under subject property.
- 4. Taxes for the Year 1980, which are not due or payable until January 1981.
- $\qquad \qquad \textbf{5.} \quad \text{Zoning and Subdivision Regulation Ordinances of Madison} \\ \text{County, Mississippi.} \\ \\ \cdot \quad \cdot$
- 6. Rights of parties in possession, unrecorded servitudes or easements, land shortages, boundary line disputes, and all facts and conditions which would be revealed by an accurate survey or by a competent inspection of the premises.
- 7. Parcel No. 1 is subject to Restrictive and Protective
  Covenants dated October 29, 1974, filed for record October 29, 1974, and
  recorded in the office of the aforesaid Chancery Clerk in Book 137 at Page 903.

WITNESS the respective hand and signature of the undersigned Grantor hereto affixed on this the _______ day of June, 1980.

James D. Whillow

STATE OF MISSISSIPPI

COUNTY OF HINDS ::

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

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the day of June, 1980.

Comm. Expires: By Commission Expires July 24, 1982

MOTARY PUBLIC

STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STA

PARCEL NO. 1:

A parcel of land situated within Sections 14, 15, and 23, Township 9 North, Range 4 East, Madison County, Mississippi, more particularly described as:

Reginning at an iron pin representing the nonthwest corner of the SF 1/4 of said Section 14, and from said point of BLGINNING run south along the existing fence for 2650.3 feet to a point on the north margin of a county public road; thence north 89 degrees 16 minutes west along the north margin of said road for 1339.7 feet to a point on a fence line extended south; thence north 00 degrees 28 minutes east along said fence and its extension for 2626.4 feet to an iron pin on an east-west fence line; thence north 89 degrees 56 minutes west for 1384.8 feet to an iron pipe; thence north for 2647.6 feet to an iron pipe; thence south 89 degrees 55 minutes west for 1678.2 feet to a point on the south margin of the Robinson Road; thence northeasterly along the south margin of said Robinson Road for 3506.5 feet to a point that is 25 feet north of a concrete monument; thence south for 1640.4 feet to a concrete monument; thence north 89 degrees 55 minutes east for 3981 feet to a point on the west margin of a county public road; thence south 00 degrees 22 minutes east along the west margin of said road for 2649.8 feet to a point; thence west for 2652.5 feet to the point of beginning, containing 468 acres, more or less;

LESS AND EXCEPT THEREFRON the following parcels, to-wit:

- 1. 11.5 acres, more or less, conveyed by James D. Whiddon to Robert B. Fentriss by deed recorded in Land Record Book 115 at Page 198 thereof and Land Record Book 118 at Page 647 thereof in the Chancery Clerk's Office for said county; and
- 2. 5.2 acres, more or less, conveyed by James D. Whiddon and Christine Whiddon to Donald Lee Nichols, Sr., and Barbara M. Nichols, as shown by deed recorded in Land Record Rock 131 at Page 163 thereof of said records; and
- 3. 4.9 acres, more or less, conveyed by James D. Whiddon and Christine Whiddon to James Earl Holmes and Hazel B. Holmes as shown by deed recorded in Land Record Book 129 at Page 575 thereof of suid records; and
- 4. 5.0 acres, more or less, more particularly described as: Commencing at the intersection of the north line of the S 1/2 of said Section 14 with west margin of a county public road and run south 00 degrees 22 minutes east along the west margin of said road for 750.6 feet to a point on the south margin of a field road, said point being the point of beginning and the northeast corner of the parcel here described, and from said point of beginning run thence south 89 degrees 38 minutes west along the south margin of said field road for 224 feet to a point; thence north 52 degrees 49 minutes west along the south margin of said field road for 185 feet to a point; thence north 70 degrees 23 minutes west along the south margin of said field road for 140.8 feet to an iron pim; thence south 08 degrees 56 minutes west for 507.5 feet to an iron pin; thence north 89 degrees 38 minutes east for 585 feet to a point on the west margin of said county public road; thence north 00 degrees 22 minutes west along the west margin of said county public road for 340 feet to the point of beginning; and
- 5. 5 acres, more or less conveyed by W. L. Maxey, Jr., James N. Bourne and J. B. McGehec to James D. Whiddon and Christine Whiddon by deed recorded in Book 136 at Page 826 of the aforesaid records; and
- 6. 12.1 acres, more or less, conveyed by Ratliff Ferry, Ltd., to John W. Prewitt, Jr., and Terri C. Prewitt by deed recorded in Book 137 at Page 908; and
- 7. 24.1 acres, more or less, conveyed by Ratliff Ferry, Ltd., to
  Robert B. Fentriss and Matrice Fentriss by deed recorded in Book 140 at Page
  718 of the aforesaid records; and

- 8. 15.68 acres, more or less, conveyed by Ratliff Ferry, Ltd., to William M. Spotts by deed recorded in Book 144 at Page 572 of said records; and
- 9. 6.1 acres, more or less, conveyed by Ratliff Ferry, Ltd., to Francis Marion Emerson, Jr., and Patricia Ann Emerson by deed recorded in Book 147 at Page 370 of the aforesaid records; and
- 10. 10.1 acres, more or less, conveyed by Ratliff Ferry, Ltd., to Robert H. Cardwell and Ilsia C. Cardwell by deed recorded in Book 148 at Page 28 of the aforesaid records; and
- 11. 7.0 acres, more or less, conveyed by Ratliff Ferry, Ltd., to P. A. Vianey and Gladys I. Vianey by deed recorded in Book 154 at Page 347 of the aforesaid records; and
- 12. 6.1 acres, more or less, conveyed by Ratliff Ferry, Ltd., to Robert L. Poarch and Fay P. Poarch by deed recorded in Book 154 at Page 416; and
- 13. · 8.2 acres, more or less, conveyed by Ratliff Ferry, Ltd., to J. B. McKinney and Louise S. McKinney by deed recorded in Book 154 at Page 757; and
- 14. 5.2 acres, more or less, conveyed by Ratliff Ferry, Ltd., to Norman E. Caldwell and Ellen G. Caldwell by deed recorded in Book 155 at Page 79 of the aforesaid records; and
- 15. 5.1 acres, more or less, conveyed by Ratliff Ferry, Ltd., to James Leroy Allen by deed recorded in Book 155 at Page 725 of the aforesaid records; and
- 16. 5.03 acres, more or less conveyed by Ratliff Ferry, Ltd., to Carl W. Graves and Marilyn L. Graves by deed recorded in Book 158 at Page 379; and
- 17. 8.9 acres, more or less, conveyed by Ratliff Ferry, Ltd., to Ronald Polk and Margie W. Polk by deed recorded in Book 169 at Page 87.

PARCEL NO. 1 as described hereinabove contains 322.79 acres, more or less.

SIGNED FOR IDENTIFICATION:

JAMES D. WHIDDON

EXHBIT "B"

# PARCEL NO. 2:

A parcel of land situated in Section 23, Township 9 North, Range 4 East, Madison County, Mississippi, more particularly described as:

Beginning at a point on the south margin of a county public road (said point being the northwest corner of the parcel of land conveyed by James D. Whiddon and Christine Whiddon to Charles T. McIntyre and Katie C. McIntyre as shown by deed recorded in Land Record Book 120 at Page 724 thereof in the Chancery Clerk's Office for said county), and from said point of BEGINNING run thence south 89 degrees 51 minutes west along the south margin of said road for 866 feet to a point at its intersection with the north line of the Ratliff Ferry Road; thence south 50 degrees 31 minutes east along the north line of said Ratliff Ferry Road for 1237.3 feet to a concrete right of way monument; thence south 53 degrees 03 minutes east along the north line of said Ratliff Ferry Road for 797 feet to a point; thence south 52 degrees 14 minutes east along the north line of said Ratliff Ferry Road for 112.8 feet to an iron pin; thence north for 1318.3 feet to an iron pin on the south margin of said county public road; thence westerly along the south margin of said county public road; thence westerly along the south margin of said county public road; thence westerly along the south margin of said county public road; thence westerly along the south margin of said county public road for 815.7 feet to the point of beginning, containing 26.7 acres, more or less;

LESS AND FXCEPT THEREFROM 4.1 acres, more or less, conveyed by James D. Whiddon and Christine Whiddon to Charles T. McIntyre and Katie C. McIntyre as shown by deed recorded in Land Record Book 120 at Page 724 thereof in the Chancery Clerk's Office for said county.

Parcel No. 2 as described hereinabove contains 22.1 acres, more or less.

SIGNED FOR IDENTIFICATION:

Jemu D.W.

:. :::.

#### X PARCEL NO. 3:

A parcel of land situated within Sections 23, 26, and 27, Township 9 North, Range 4 East, Madison County, Mississippi, more particularly described as:

Reginning at the northwest corner of that parcel of land designated as Tract No. 1 conveyed by James D. Mhiddon and Christine Whittington Whiddon to Johnson Big Wheel Movers, Inc., by deed dated January 31, 1974, recorded in Land Record Book 134 at Page 252 thereof in the Chancery Clerk's Office for said county, said point of beginning being the intersection of the east line of an aircraft landing strip and the south line of the Ratliff Ferry Road, and from said point of BOUNGHING run thence northwesterly along the south line of said Ratliff verry Road for 907.9 fuet to a point at a fence corner; thence south along the existing fence for 1121 feet to a point; thence southwesterly along the curve of said fence for 622.8 feet to a point at a fence corner; thence south 89 degrees 33 ninutes west along the existing fence for 934.1 feet to a point at a fence corner; thence south 86 degrees 43 minutes west along the existing fence for 1378.9 feet to a point at a fence corner; thence south 86 degrees 43 minutes west along the existing fence for 1378.9 feet to a point at a fence corner; thence south 89 degrees 52 minutes east along the existing fence for 1332.6 feet to an iron pin representing the southwest corner of the NW 1/4 of NW 1/4 of said Section 26; thence north 89 degrees 32 minutes east along the existing fence for 132.6 feet to an iron pin representing the southwest corner of the NW 1/4 of NW 1/5 of said Section 26; thence north 89 degrees 32 minutes east along the existing fence for 292.4 feet to a fence corner; thence ast along the existing fence for 497.5 feet to a fence corner; thence north 30 degrees 00 minutes east along the existing fence for 173.2 feet to a concrete monument; thence north 89 degrees 28 minutes east for 615.1 feet to a concrete monument; thence north 89 degrees 28 minutes west for 810.3 feet to an iron pin; thence north 43 degrees 24 minutes west for 291 feet to an iron pin on the east line of said aircraft landing strip; thence north 34 degrees 46 minutes east along the east line of

LESS AND EXCEPT THEREFROM the following parcels, to-wit:

- 24.2 acres, more or less, conveyed by Ratliff Ferry, Ltd., to Patsy H. Thompson by deed recorded in Book 165 at Page 671 of the records of the Chancery Clerk of Madison County, Mississippi; and
- 6.7 acres, more or less, conveyed by Ratliff Ferry, Ltd., to Johnson Aviation, Inc. by deed recorded in Book 169 at Page 184 of the aforesaid records.

Parcel No. 3 as described hereinabove contains 83.5 acres, more or less.

SIGNED FOR IDENTIFICATION:

STATE OF MISSISSIPP): County of Madison:

Bully V. Cooper, Bleff of the Chancery Court of said County, certify that the within instrument was filed for record in my office this. Aday of 19 0 at 10.250 clock 1. M., and was duly recorded on the 2 day of JUN 1 2.1000 19 Book No. 0. on Page 5. in my office.

Witness my hand and seal of office, this the ... of ... 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, ARTHUR WEST and FANNIE WEST, Grantors, do hereby convey and forever warrant unto CORNELIA WEST CLAYBORN the South one-half of the following described property and unto DOROTHY LEE WEST GRANT the North one-half of the following described property, lying and being situated in Madison County, Mississippi, to-wit:

Land in Madison County; Mississippi, described as Beginning at a point 7.00 chains North Southeast corner Section 14, thence West 30.45 chains, thence South 17.00 chains, thence East 30.45 chains, thence South 89 degrees 30 minutes East 19.40 chains, thence North 17.00 chains, thence North 89 degrees 30 minutes West 19.40 to close, Section 13, 14, 23 and 24, Township 8 North, Range 2 East, Madison County, Mississippi, Being part of the land acquired by John B. Yandell under deed from David W. Yandell dated August 17, 1923, recorded in Book 3, page 112, records of Madison County, Mississippi.

The Grantors herein do hereby reserve unto themselves a Life Estate in the subject property.

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

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1980, which are liens but are not yet due and payable
- 2. Madison County Zoning and Subdivision Regulations
  Ordinance of 1976, adopted July 23, 1976, and recorded in Minute
  Book AL at page 77 in the records in the office of the Chancery
  Clerk of Madison County, Mississippi.
- 3. Reservations by prior owners of undivided interest of all oil, gas and other minerals lying in, on and under the subject property.
- 4. Any and all unrecorded rights of way and easements. WITNESS OUR SIGNATURES On this the // day of June, 1980.

Arthur West

Somie Wist

Family West

STATE OF MISSISSIPPI

COUNTY OF MADISON

BOOK 169 PAGE 572 .

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

GIVEN UNDER MY HAND and official seal on this the day CA ADVINE 1980.

(SEAL)

MY COMMISSION EXPIRES:

MY Commission Expires July 28, 1987

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned LAWRENCE AND CHARD, INC. do hereby sell, convey and warrant unto HIGHLAND DEVELOPMENT CORPORATION, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 7, Stonegate 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 Cabinet B, slide 17, reference to which map or plat is here made in aid of and as a part of this description.

LESS AND EXCEPT a triangular shaped parcel situated along the West side of the aforesaid Lot 7 described as follows:

Commencing at the Southwest corner of Lot 7, and run thence Northerly along the line between Lot 6 and Lot 7 of Stonegate Subdivision, Part 1, for 149.2 feet to the Northwest corner of said Lot 7, thence Easterly along the North line of Lot 7 a distance of 20 feet to a the North line of Lot 7 a distance of 20 feet to a point, thence diagonally, Southerly to the Point of Beginning.

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

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

WITNESS THE SIGNATURES of the Grantors, this the 6th day of June, 1980.

LAWRENCE AND CHARD, INC.

BY: Pichard J. Chark
RICHARD L. CHARD, PRESIDENT

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Richard L. Chard, personally known to me to be the President of the within named Lawrence and Chard, Inc., 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.

Witness my signature and official seal of office this the 6th day June, 1980.

My commission expires: 6/26/82

STATE OF MISSISSIPPI, County of Madison:

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BILLY V. COOPER, Clerk

STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 169 PAGE 575

*2778

#### WARRANTY DEED



FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, J. C. Wohner, Grantor, do hereby convey and warrant unto Burke C. Murphy, Jr., Grantee, the following described land lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

48 feet off the West end of Lot 6, South Union Street, according to the map of the City of Canton, Madison County, Mississippi.

Taxes on the above described property for the year 1979 shall be assumed and paid by the Grantor herein.

WITNESS MY SIGNATURE, this the 1961 day of Morember, 1979.

J. C. Wohner

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction above mentioned, J. C. Wohner, who acknowledged to me that he signed and delivered the foregoing instrument on the date and for the purpose therein stated. .

GIVEN UNDER MY HAND and official seal, this the /g/day of november.

. STATE OF MISSISSIPP), County of Madison:

2785

### 169 PAGE 576

#### TRUSTEE'S DEED

WHEREAS, on February 7, 1979, Milton Torrey and Loretta Torrey executed a certain deed of trust upon the hereinafter described property to the undersigned, R. L. Goza, Trustee, for the use and benefit of Robert J. Dyson and Elizabeth Dyson and to secure the indebtedness therein described, said deed of trust being recorded in Deed of Trust Book 452 at Page 535, in the Chancery Clerk's Office for Madison County, Mississippi; and,

WHEREAS, default was made and now exists in the payment of the indebtedness secured by said deed of trust and the balance of the indebtedness secured thereby was declared due and payable under the terms and provisions thereof and the undersigned R. L. Goza, as Trustee, was requested and directed by the said Robert J. Dyson and Elizabeth Dyson, the beneficiaries under said deed of trust and the owners and holders of the promissory note evidencing the indebtedness described therein and secured thereby, to execute and enforce the trust created thereby by a public sale of the hereinafter described property; and,

WHEREAS, I did write or have printed notices that I, to execute and enforce said trust, would on Friday, May 16, 1980, within legal hours of sale, would offer for sale and sell at public auction and outcry to the highest bidder for cash at the south door of the Courthouse of Madison County, Mississippi, at Canton, the property hereinafter described; and,

WHEREAS, on April 24, 1980, I did post one of said notices on the bulletin board at the south door of the Courthouse of Madison County, Mississippi, which is a convenient public place in said County; and did publish the said notice in the Madison County Herald, a newspaper published and of general circulation in Madison County, Mississippi, in the issues of April 24, May 1, 8, and 15, 1980; and,

WHEREAS, on the 16th day of May, 1980, within the legal hours of sale, I took down said notice posted on bulletin board at the south door of said Courthouse and did offer the hereinafter described property for sale at public auction and outcry to the highest bidder for cash in the manner and form provided by law and said deed of trust and notice, when Robert J. Dyson and Elizabeth Dyson appeared and bid therefor the sum of One Thousand Dollars (\$1,000.00) cash, which was the highest bid for cash, and said property was knocked off to said bidder, and they were declared to be the purchasers thereof; and.

WHEREAS, the said purchasers having paid the amount of said bid, the receipt of which is hereby acknowledged; and,

WHEREAS, I have fully complied with the law, said deed of trust and notice, both precedent and subsequent to said sale, and have credited said sum on said indebtedness and the expense of this sale;

NOW THEREFORE, in consideration of the premises and the payment of said purchase money to me by the purchasers, I, R. L. GOZA, Trustee, as aforesaid, do hereby convey and quitclaim unto ROBERT J. DYSON and ELIZABETH DYSON, 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 63.0 feet on the North side of Young Street in the City of Canton, Madison County, Mississippl, and being more particularly described as follows: 63.0 feet evenly off the West end of Lots 1, 2, 3, 4, 5, and 6, inclusive, of Block C of the MARIS SUBDIVISION as recorded in Plat Book 2 of the records of the Chancery Clerk's office in Madison County, Mississippi, and all being situated in the City of Canton, Madison County, Mississippi.

The undersigned sells and conveys only such title as is vested in him as

Trustee in the aforesaid deed of trust.

WITNESS MY SIGNATURE this 16th day of May, 1980.

R. L. GOZA. Trustee

STATE OF MISSISSIPPI COUNTY OF MADISON

800K 169 PAGE 578

PERSONALLY APPEARED before me, a Notary Public, in and for said County and State, the within named R. L. GOZA, Trustee, who acknowledged to me that he signed and delivered the above and foregoing deed on the day and year therein mentioned as his act and deed as such Trustee.

GIVEN UNDER MY HAND and official seal of office this the 16th day of May, 1980.

MY COMMISSION EXPIRES:

Aly Commission Expires Sout 22, 1989

. . . .

This Warranty Deed is being re-recorded BOOK 169 PACE 290 BOOK 169 PACE 579 2787 to correct the lot number being conveyed, changing same from Lot 34 to Lot 32, Squirrel Hill Subdivision, Madison WARRANTY DEED County, Mississippi.

Lot 32. , SQUIRREL HILL, 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 Cabinet B, Slot 40 thereof, reference to which map or plat is here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1980 are to be prorated between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the

HARKINS & HARKINS BUILDERS, INC.

Gary Harkins Vice President

#### STATE OF MISSISSIPPI

COUNTY OF HINDS .

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Gary J. Harkins, who acknowledged to me that he is the Vice President of Harkins & Harkins Builders, Inc., a Mississippi corporation, and that he, as such Vice President, signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

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

_, 1980. mission Expires: Solida Expires Aug. 10, 1982

... 135 - 2 m 2. 18 55. 55

BILLY V. COOPER Clerk 

STATE OF MISSISSIPPI, County of Madison:

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

### 600K 169 PAGE 581

2792

#### 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 legal sufficiency of all of which is hereby acknowledged, we, DAVID N. EDWARDS and JOSIE MAE C. EDWARDS, do hereby sell, convey and warrant unto DAVID ANTHONY EDWARDS and wife, PATARICIA EDWARDS 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:

Commencing at the Southwest corner of Section 33, Township 9 North, Range 1 West, Madison County, Mississippi, thence run North for 4,053.69 feet, thence run East for 468.24 feet, thence run North 07°24' West for 297.82 feet, thence run North 84°13' East for 110.55 feet to the point of beginning of the following described property; thence run 84°13' East for 119.10 feet, thence run South 15°18' East for 109.02 feet, thence run South 75°06' West for 123.51 feet, thence run North 12°36' West for 127.98 feet to the point of beginning, all of which is located in the Northwest 1/4 of the Northwest 1/4 of Section 33, Township 9 North, Range 1 West, Madison County, Mississippi, and contains 0.33 acres, more or less.

The warranty of this conveyance is subject to a Deed of Trust, sufficient, legal, and valid according to its tenor in purport duly executed by David N. Edwards and Josie Mae C. Edwards to W. S. Cain, Trustee for the Bank of Flora, recorded in Book 443 at Page 521, securing an indebtedness of Ten Thousand and no/100 Dollars (\$10,000.00), all building restrictions and zoning ordinances of Madison County, Mississippi and all previous mineral reservations and conveyances heretofore made.

WITNESS OUR SIGNATURES, this the // day of June, 1980.

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within

MINEKE

# 600x 169 PACE 582

named DAVID N. EDWARDS and JOSIE MAE C. EDWARDS, who each acknowledged that they signed and delivered the aboe and
foregoing Warranty Deed on the day and year therein mentioned.

of June, 1980.

My Commission Expires:

STATE QE MISSISSIPPI, County of Madison:

WINTER .

2794

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10,000), cash in hand paid and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, we, TOBE HAWKINS and FANNIE MAE HAWKINS, do hereby sell, convey and warrant unto JULIUS WILLIAMS, JR. and wife, ANNIE WILLIAMS as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in Section 18, Township 8 North, Range 1 West, of Madison County, Mississippi, to-wit:

Commencing at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 8 North, Range 1 West, Madison County, Mississippi; thence run South for 350.10 feet, thence run West for 506.5 feet to the point of beginning; thence run West for 210.0 feet, thence run South for 210.0 feet, thence run East for 210.0 feet, thence run North for 210.0 feet to the point of beginning, containing 1.0 acre, more or less, and located in the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 8 North, Range 1 West, Madison County, Mississippi.

There is further conveyed to Grantees, their heirs, administrators, successors, and assigns, a perpetual easement for ingress and egress along an existing gravel road thence due West 296 feet to the Southeast corner of the one (1) acre tract herein conveyed. The said easement shall be thirty feet wide North and South.

There is excepted from the warranty of this conveyance all zoning ordinances of Madison County, Mississippi, prior mineral reservations, other easements and rights-of-way of record.

WITNESS OUR SIGNATURES, this the 10 day of June, 1980.

TOBE HAWKINS

Francie onal House

ANNIE MAE HAWKINS

## BOOK 169 PAGE 584

STATE OF MISSISSIPPI. COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the county and state aforesaid, the within named TOBE HAWKINS and FANNIE MAE HAWKINS who each acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

Deed on the day and year therein mentioned.

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

NOTARY PUBLIC

Ry. Commission Expires:

### BOOK 169 PAGE 585

#### 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 the further assumption of that certain Deed of Trust in favor of The Mississippi Bank, Canton, Mississippi, executed on the 6th day of September, 1978, by Herbert Clifton Johnston and Shirley M. Johnston, and recorded in Book No. 447, Page 485 of the Madison County Chancery Clerk on 9/11/78, by C. P. Buffington, we, HERBERT CLIFTON JOHNSTON and SHIRLEY M. JOHNSTON do hereby sell, convey and warrant unto C. P. BUFFINGTON the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

> Lot 6, Block "A" of Oak Hills Subdivision, Part 1, same being a subdivision of the City of Canton, Madison County, Mississippi, according to plat on file in the office of the Chancery Clerk of said county.

The warranty herein is made subject to the following exceptions:

- 1. Reservation of all oil, gas and other minerals in, on and under the above described property by prior owners of record.
- 2. Zoning and sub-division regulation ordinance of the City of Canton, Mississippi.

3. Ad valorem taxes for the year 1980 are to be paid ____

by the Grantors	_by the Grantee
	1 3,
WITNESS OUR SIGNATURES on this	s the 10 day of June , 1980.
HINESS OUR STEMMONES ON EMI	10 de la
	Herbert Clifton Johnston
,	Insiley Johnston
STATE OF MISSISSIPPI .	Shirley M. Johnston

COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, HERBERT CLIFTON JOHNSTON and SHIRLEY M. JOHNSTON who each acknowledged that they signed and delivered the above and conforegoing Warranty Deed on the day and year therein written.

Wind Why Commission Expires: ATT COMMISSION EXPIRES NOV. 22, 1931

STĀŢĒ OF MISSISSIPPI/County of Madison:

for record in my office this . 13 . day of . . was duly recorded on the discountry, and some state of the sound of th my office. JUN 1 8 1980 The same of the control of the same of the

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 me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, TERREL LAMKIN, do hereby convey and forever warrant, subject to the exceptions and limitations hereinafter contained, unto BARRY S. BROOM and KRIS K. BROOM, 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:

Commence at the point numbered "142 B" on the plat of the 20.99-acre tract recorded in Plat Book 2 at Page 27 (now Cabinet Plat A-38) in the Chancery Clerk's Office, Madison County, Mississippi, reference to which is hereby made in aid and as a part of this description, and from said point run S 65 degrees 48 minutes E 25.37 feet to an iron pin; the point of beginning; thence N 49 degrees 39 minutes E 176.0 feet along a fence line to an iron pin; thence S 65 degrees 48 minutes E 249.3 feet along a fence line to an iron pin; thence S 49 degrees 39 minutes W 176.0 feet to an iron pin; thence N 65 degrees 48 minutes W 249.3 feet along a fence line to the point of beginning, containing .91 acres, more or less; that a plat of survey of said property hereby conveyed which was prepared by Virgil L. Jones, Engineer, and is dated September 14, 1973, is attached hereto as Exhibit 1 for all purposes.

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

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

The Grantor warrants that the land hereby conveyed does not constitute Grantor's homestead or any part thereof.

WITNESS MY SIGNATURE this ____/3 day of June, 1980.

Terrel B. Lambin

GRANTOR

STATE OF MISSISSIPPI COUNTY OF MADISON

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

day of June, 1980:

(SEAL)

MY COMMISSION EXPIRES:

My Commission Expires April 25, 1981

STATE OF MISSISSIPPI, County of Madison:

1, W. A. Simi-Clark of the Chancery Court of said County, certify that the for record in my office this 24 day of may 19 24, Book I an my office.

19 24, Book I in my office. , 19 ZK, at 3:30 o'clock P. M. 200 25, Book No In my office. I with and seal of office, this the 2d of STATE OF MISSISSIPPI, County of Medison:

. ŧ

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 1980, at 2 40 o'clock M. and was duly recorded on the day of UN 18 1980. 19 Book No. 49 on Page 8 in My office.

Witness my hand and seal of office, this the of JUN 18 1980. 19

BILLY V. COOPER, Clerk

BILLY V. COOPER, Clerk

**ROW-005** 

Fods 169 PAGE 589

**网络沙漠** 

Do not record above this line

Requisition No.

2808

THE STATE OF MI	SSISSIPPI, WAF	RRANTY DEE	D	
County ofM	ndison			
For and in cor	isideration of	TWO-HUNDRED, SEVENTY	Z-EIGHT AND 04/1	100
Dollars (\$278 04	k	*************************************	** * * ***************	****
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the receipt of whic	h is hereby acknowle	edged, I/or we, the undersi	gned, hereby bargain, sell, conv	vey
and warrant unto the	s State Highway Comm	mission of Mississippı, a bo	dy corporate by statute, on	
Ctato	22273 1 M	79-0008-03-011-10	the definition and an address for	

Begin at the point of intersection of the West line of the Southeast 1/4 of Section 31, Township 9 North, Range 1 West with the centerline of survey of a proposed highway project as surveyed and staked by the Mississippi State Highway Department, (said proposed highway project being known and designated as State Project No. 79-0008-03-011-10, being a segment of U. S. Highway No. 49 between Jackson and Bentonia) said point of intersection is 1,120.0 feet North of the Southwest corner of the Southeast 1/4 of said Section 31; from said point of beginning run thence North along the West line of the Southeast 1/4 of said Section 31 and along the West line of grantors property, a distance of 170.2 feet to a line that is parallel with and 110 feet Northeasterly from the centerline of survey of the above mentioned proposed highway project; thence run South 40° 16' East along said parallel line, a distance of 1,568.8 feet; thence run South 37° 24' East, a distance of 117.1 feet to the South line of the Southeast 1/4 of said Section 31; thence run West along said South line and along the South line of grantors property, a distance of 136.5 feet to the centerline of survey of the above mentioned proposed highway project; thence continue West along the South line of the Southeast 1/4 of said Section 31 and along the South line of grantors property, a distance of 196.6 feet to a line that is parallel with and 150 feet Southwesterly from the centerline of survey of the above mentioned proposed highway project; thence run North 40° 16' West along the last mentioned parallel line, a distance of 539.6 feet to the West line of the Southeast 1/4 of said Section 31; thence run North along said West line and along the West line of grantors property, a distance of 539.6 feet to the West line of the Southeast 1/4 of said Section 31; thence run North along said West line and along the West line of grantors property, a distance of 261.6 feet to the point of beginning, containing 5.19 acres, more or less, exclusive of the present U. S.

This conveyance is of, and for an undivided 1/28th interest of the above described property.

All minerals are excluded from this conveyance, except those materials commonly used in highway construction, and such minerals are reserved to the present Owners thereof.

**ROW 005** 

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

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Do not record above this line Requisition No.

. 2809

THE ST	TATE OF MISSISSIPPI, WARRANTY DEED
County	ofMadison
, Fe	or and in consideration of Two-hundred. Seventy-Eight and 04
Dollars	(\$ 278.04)
the rece	pint of which is hereby corresponded the me the understand beach beach and
	eipt of which is hereby acknowledged, I/or we, the undersigned, hereby bargain, sell, convey trant unto the State Highway Commission of Mississippi, a body corporate by statute, on
	Ate

Begin at the point of intersection of the West line of the Southeast 1/4 of Section 31, Township 9 North, Range 1 West with the centerline of survey of a proposed highway project as surveyed and staked by the Mississippi State Highway Department, (said proposed highway project being known and designated as State Project No. 79-0008-03-011-10, being a segment of U. S. Highway No. 49 between Jackson and Bentonia) said point of intersection is 1,120.0 feet North of the Southwest corner of the Southeast 1/4 of said Section 31; from said point of beginning run thence North along the West line of the Southeast 1/4 of said Section 31 and along the West line of grantors property, a distance of 170.2 feet to a line that is parallel with and 110 feet Northeasterly from the centerline of survey of the above mentioned proposed highway project; thence run South 40° 16' East along said parallel line, a distance of 1,568.8 feet; thence run South 37° 24' East, a distance of 117.1 feet to the South line of the Southeast 1/4 of said Section 31; thence run West along said South line and along the South line of grantors property, a distance of 136.5 feet to the centerline of survey of the above mentioned proposed highway project; thence continue West along the South line of the Southeast 1/4 of said Section 31 and along the South line of grantors property, a distance of 196.6 feet to a line that is parallel with and 150 feet Southwesterly from the centerline of survey of the above mentioned proposed highway project; thence run North 40° 16' West along the last mentioned parallel line, a distance of 601.7 feet; thence run North 42° 17' West, a distance of 539.6 feet to the West line of the Southeast 1/4 of said Section 31; thence run North along said West line and along the West line of grantors property, a distance of 261.6 feet to the point of beginning, containing 5.19 acres, more or less, exclusive of the present U. S. Highway No. 49 right-of-way being 100 feet in width and all being situated in and a part of the Southwest 1/4

This conveyance is of, and for an undivided 1/28th interest of the above described property.

All minerals are excluded from this conveyance, except those materials commonly used in highway construction, and such minerals are reserved to the present Owners thereof.

**ROW 005** 

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

SHIRLEY V. BROWN	Shirley Vi Brown
-	provided to the state of opposite to be an end of the backet property of the data representation to
***************************************	***************************************
STATE OF MANNENAME CALIFORNIA	*
County of EORESEX SAN DIEGO	
	ndersigned authority, the above named
SHIRLEY V. BROWN and	
who acknowledged thatsheshe sign	ed and delivered the foregoing deed on the day and
year therein mentioned.	11 11 2
Given under the Mandrand official Societies and Official State Off	Notary Public Title,
STATE OF MISSISSIPPI,	
County of	
This day personally appeared before me the	
STATE OF MISSISSIPPI, County of Madison:	•
	f said County, certify that the within instrument was filed
or record in my office this day of	L, 198.0., at 7.'.000'clock
as duly recorded on the day of	980 19 Book No/.6.? on Page 5.7/ in
ny office. Witness my hand and seal of office, this the	JUN 1 8 1990
Tertiless my hand and sear of office, this the	
	BILLY V. COOPER Clerk
11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	By D. Wiefit D. C
County of	* 2 = 3 + 4 × 4 × 4 × 4 × 4 × 4 × 4 × 4 × 4 × 4
Personally appeared before me, the undersim	ed authority,
Ope of the subscribing with a second to the	act authority, ************************************
	instrument, who, being first duly sworn, deposeth and
whose name subscribed her	eto, sign and deliver the same to the said State High-
way Commission, a body corporate by statute, th	at he, this affiant, subscribed his name as witness
thereto in the presence of the said	and
***	Affiant
Sworn to and subscribed before me this the	day of
(PLACE SEAL HERE)	***************************************
Title Approved	Title,
Description Approved	
Form Approved	·
Execution Approved	•

- : :=

# book $169^{\circ}$ page $593^{\circ}$

# WARRANTY DEED



For and in consideration of the sum of Ten and No/100 Dollars	•
(\$10.00), cash in hand paid and other good and valuable considerations,	
the receipt of all of which is hereby acknowledged, WIMPY DENNIS BUILDERS, IN	. does
_ <u> </u>	 •
hereby sell, convey and warrant unto RANDOLPH T. MILLARD, JR. and	í
MARGARET A. MILLARD , as joint tenants with full rights of	
survivorship, and not as tenants in common, the following described land	
and property situated in	
MADISON County, Mississippi, to-wit:	
Lot 4, OLDE TOWNE PLACE subdivision, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi at Slide "B" Slot 34 thereof, reference to which is hereby made in aid of and as a part of this description.	
Excepted from the warranty hereof are all restrictive covenants, easements, rights of way and mineral reservations of record affecting said proper. It is agreed and understood that the taxes for the current year have bee prorated as of this date on an estimated basis and when said taxes are actual determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantees or their assigns, any deficit on an actual proration and likewise, the Grantees agree to pay to the Grantor or its assigns any amount overpaid by them.	n ly
WITNESS the signature of WIMPY DENNIS BUILDERS, INC.	_
duly authorized officer, this the 12thday of June 1980  WIMPY DENNIS MULTIDERS IN BY:  H. W. Dennis, President	.)
STATE OF MISSISSIPPI, COUNTY OF Hinds	,
Personally appeared before me the undersigned authority, in and for	
the jurisdiction aforesaid H. W. DENNIS , who acknowledged to me	
that he is PRESIDENT of WIMPY DENNIS BUILDERS, INC.	, , , , , , , , , , , , , , , , , , ,
and that for and on behalf of said corporation, he signed and delivered the	ibove
and foregoing instrument of writing on the day and year therein mentioned, he	٠
having been first duly authorized so to do.	4
Given under my hand and seal, this the 12th day of June , 19 80	• 2 / • 7
Decides & Renkin MY COMMISSION EXPIRES: Ougust 6/	980
Notagy Publion 18.	
TE'OF MISSISSIRPI, County of Madison:	
Clerk of the Chancery Court of said County secretify that the within instrument	was filed
19.0. at 7. QQo'clock	and برازا.سہ
duly recorded on the day of day of	n المسكر."
ffice JUN 1 8 1980	
By M. Wright	, D. C.

BOOK 169 PAGE 594

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Wife 2818

#### 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, RONNIE S. CHRISTIAN, do hereby convey and forever warrant, subject to the limitations and exceptions hereinafter contained, unto CECIL G. JENKINS and PATSY A. JENKINS, 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:

*PARCEL ONE: A parcel of land containing l acre, more or less, lying and being situated in the E 1/2 SE 1/4, Section 21, Township 10 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at a point that is 28.6 feet south of the intersection of the north right of way line of Davis Road with the east fence line of the W 1/2 SE 1/4 of Section 22, Township 10 North, Range 3 East, Madison County, Mississippi, and run N 89°33' W along the north margin of said road for 1493 feet to a point on the east margin of the entrance drive to Huckleberry Hills, said point being 12.2 feet north of the center line of Davis Road; thence N 00°17' W for 385.35 feet to a point; thence S 62°01' W for 55 feet to an existing iron pin at the SW corner and point of beginning of the property herein described; thence N 24°08' W for 290 feet to an existing iron pin; thence N 23°36' E for 54.9 feet to an existing iron pin; thence S 26°55' E for 359.8 feet to an existing iron pin; thence S 62°01' W for 140 feet to the point of beginning.

PARCEL TWO: An undivided one-tenth (1/10th) interest in and to that portion of the SE 1/4 of Section 21 and of the W 1/2 SW 1/4 of Section 22, Township 10 North, Range 3 East, described as follows: Beginning at the northeast corner of the W 1/2 SE 1/4 of Section 22, thence south 72° west 19.6 chains, thence south 69° west 26.85 chains; thence south 6° west 4.67 chains; thence south 21° east 10.24

chains; thence south 46°30' east 5 chains; thence south 41°30' east to the north side of a gravel road; thence easterly along said road, 24.10 chains to the point which is 6.75 chains west of the southeast corner of said W 1/2 SE 1/4; thence north 10° east 12.4 chains; thence north 22°30' east 6.41 chains; thence south 75° east 2.16 chains to a point on the east line of said W 1/2 SE 1/4; thence north along said east line, 22.44 chains to the point of beginning. LESS AND EXCEPT: Parcel One, and in addition, the following:

- (a) A lot or parcel of land conveyed to E. H. Fortenberry by deed dated November 3, 1976, and recorded in Deed Book 160 at Page 230 in the office of the Chancery Clerk of Madison County, Mississippi.
- (b) A lot or parcel of land conveyed to Harris F. Wallace, Sr. by deed dated February 17, 1975, and recorded in Deed Book 148 at page 40 and by deed dated December 13, 1976, and recorded in Deed Book 148 at page 172 in the office of the aforesaid Clerk.
- (c) A lot or parcel of land conveyed to E. C. Henry, et al., by deed dated August 10, 1973, and recorded in Deed Book 132 at page 497 in the office of the aforesaid Clerk.

Reference to each of said instruments is hereby expressly made in aid and as a part of the lots or parcels of land excepted from the Grantor's interest in Parcel Two.

The warranty of this conveyance is subject to the following limitations and exceptions:

- County of Madison and State of Mississippi ad valorem taxes for the year 1980, and subsequent years.
- 2. The covenants, conditions and limitations contained in the deed from J. E. Frazier to F. H. Parker, Trustee, dated September 19, 1941, and recorded in Land Deed Book 19 at page 557 in the office of the Chancery Clerk of Madison County, Mississippi.
- 3. Any interest in and to oil, gas and other minerals heretofore conveyed, excepted and/or reserved by prior owners.

### 800K 169 PAGE 595

4. The Madison County, Mississippi Zoning and Subdivision Ordinances and any amendments thereto.

WITNESS my signature, this the // day of June, 1980.

Manni f. Christian

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, Ronnie S. Christian, who acknowledged to me that he signed and delivered the foregoing Warranty Deed on the day and in the year therein stated.

GIVEN under my hand and official seal, this the day of June, 1980.

Melindan Oylal Notary Public

My Commission Expires: My Commission Expires Dec. 3, 1983

STATE OF MISSISSIPPL/County of Medison

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2819

### 800x 169 PAGE 597

### QUITCLAIM 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, RONNIE S. CHRISTIAN, do hereby convey and quitclain unto HARRIS F. WALLACE, SR., an undivided one-tenth (1/10th); unto JOSEPH COLLINS WOHNER, SR., an undivided one-tenth (1/10th); unto MORRIS D. FERGUSON and ROSALYN B. FERGUSON, an undivided one-tenth (1/10th); unto E. H. FORTENBERRY, an undivided one-tenth (1/10th); unto E. C. HENRY and EVELYN F. HENRY, an undivided one-tenth (1/10th); unto SHELBY B. SMITH, JR. and CAROLYN S. SMITH, an undivided one-tenth (1/10th); unto PERCY F. PARKER, CAMMIE PARKER,

KATIE PARKER, and HELENE H. BAIRD, an undivided one-tenth (1/10th);

HALL, an undivided three-one hundredths (3/100ths); unto BOBBY RAY, an

real property lying and being situated in Madison County, Mississippi, to wit:

undivided two-one hundredths (2/100ths), in and to the following described

unto F. H. RAY, JR., an undivided one-twentieth (1/20th); unto MARY JANE R.

A lot or parcel of land situated in the West Half of the Southwest Quarter (W 1/2 SW 1/4) of Section 22, Township 10 North, Range 3 East described as:

Commencing at the SE corner of the W 1/2 SW 1/4, Section 22, Township 10 North, Range 3 East, Madison County, Mississippi, run North along the East line of said W 1/2 SW 1/4, Section 22, 1158.3 feet to a stake; thence N 75 degrees 0 minutes W 142.0 feet to a stake; thence N 83 degrees 55 minutes W 227.3 feet to an iron pin; thence S 25 degrees W 227.3 feet to an iron pin; thence S 25 degrees 23 minutes W 300.0 feet to an iron pin; thence S 85 degrees 05 minutes W 244.95 feet to an iron pin; thence S 34 degrees 05 minutes W 244.95 feet to an iron pin; thence S 63 degrees 40 minutes W 69.4 feet to an iron pin; thence S 60 degrees 11 minutes W 75.88 feet to an iron pin; thence S 62 degrees 33 minutes W 210.0 feet to an iron pin; thence S 19 degrees 58 minutes W 90.0 feet to the point of beginning; thence S 30 degrees 45 minutes E 360.0 feet to an iron pin; thence S 58 degrees 22 minutes W 140.0 feet to

an iron pin; thence N 27 degrees 43 minutes W 290.0 feet to an iron pin; thence N 17 degrees 53 minutes E 54.9 feet to an iron pin; thence N 35 degrees 02 minutes E 91.9 feet to the point of beginning, containing l acre, more or less.

LESS AND EXCEPT: All oil, gas and other minerals.

WITNESS MY SIGNATURE on this 12 day of June 1980.

RONNIE S. CHRISTIAN

GRANTOR

STATE OF MISSISSIPPI COUNTY OF Hinds

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, RONNIE S. CHRISTIAN, who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein set forth.

GIVEN UNDER MY HAND and official seal of office on this the /2 _, 1980. J'U'Me

COMMISSION EXPIRES:

STATE OF MISSISSIPPI County of Madison: