

DISCLAIMER AND BOUNDARY LINE AGREEMENT

WHEREAS, the undersigned CHRISTIANE D. MARSHALL is the owner of that certain land and property lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE AND SIGNED FOR IDENTIFICATION.

WHEREAS, the undersigned DONALD B. McGEHEE, MARY PATRICIA McGEHEE and VIRGINIA McGEHEE ELIAS, hereinafter referred to as "McGehees", are the owners of certain property lying North of and adjacent to said Christiane D. Marshall property and do further claim to be the owners of a strip of land lying South of and adjoining the North line of the said Christiane D. Marshall property; and

WHEREAS, the North line of said Christiane D. Marshall property and the South line of the McGehee property has been in doubt and needs to be resolved and the McGehees and Christiane D. Marshall wish to join in and resolve this doubt and determine and define the mutual boundary of the parties hereto; and

WHEREAS, all of the undersigned parties desire to settle the location of the property line lying between the parties, it being in the interest of all concerned so to do;

NOW, THEREFORE, the undersigned CHRISTIANE D. MARSHALL and DONALD B. McGEHEE, MARY PATRICIA McGEHEE and VIRGINIA McGEHEE ELIAS, do hereby establish that the description contained in Exhibit "B" attached hereto and made a part hereof by reference and signed for identification is the line between their respective properties and do therefore quitclaim and convey as follows:

The undersigned CHRISTIANE D. MARSHALL does hereby, quitclaim and convey all of her right, title and interest in and to any property lying North of said line unto the said DONALD B. McGEHEE, MARY PATRICIA McGEHEE and VIRGINIA McGEHEE ELIAS,

and does expressly by this instrument disclaim any interest in and to any and all property, whether under a fence or not, lying North of said line as described and established in said Exhibit "B".

Further, the undersigned DONALD B. McGEHEE, MARY PATRICIA McGEHEE and VIRGINIA McGEHEE ELIAS, do hereby quitclaim and convey unto CHRISTIANE D. MARSHALL, all of their right, title and interest in and to all land and property lying South of said line as described and established by said Exhibit "B" and do hereby expressly quitclaim any interest to said property whether under fence or not.

There is attached hereto a portion of a plat of survey prepared by Case and Associates, Inc., dated October 1, 1976 and designated as Job Number H-132, being a plat of the McGehee property lying North of and adjoining the property of Christiane D. Marshall; said portion of the McGehee plat being attached hereto and made a part hereof by reference and which reference will show all the particulars thereof; said plat indicating the North line of the Rhodes property as established under Chancery Cause No. 15,616; said plat further establishing that the South line of the McGehee property is and runs South 89 degrees 59 minutes 35 seconds West from a round concrete monument lying in the Southeast corner of the McGehee property, said round concrete monument lying 7.4 feet North of a square concrete monument.

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Further, said plat indicates that the South line of the McGehee property runs for a distance of 1973.82 feet, but for the purposes of this boundary line agreement, it is understood that said South line of the McGehee property runs from said round concrete monument to a point where the same intersects the East line of the property now or formerly belonging to Donald A. Brown and Morton W. Schomer, as General Partners for and in behalf of Hickory Knoll Limited Partnership, a Limited Partnership.

It is further agreed and understood that either party may build a fence on said line but shall give the other party five (5) days written notice of their intentions so to do.

WITNESS OUR SIGNATURES, this the 6th day of

August, 1980.

Christiane D. Marshall
CHRISTIANE D. MARSHALL

Everarde B. McGehee
DONALD B. MCGEHEE, by Everarde
B. McGehee, pursuant to that
General Power of Attorney re-
corded in the office of the
Chancery Clerk of Madison
County in Book 399 at page 782.

Everarde B. McGehee
MARY PATRICIA MCGEHEE, by
Everarde B. McGehee, pursuant
to that General Power of At-
torney recorded in the office
of the Chancery Clerk of Madi-
son County in Book 399 at page
784.

Everarde B. McGehee
VIRGINIA MCGEHEE ELIAS, by
Everarde B. McGehee, pursuant
to that general power of At-
torney recorded in the office
of the Chancery Clerk of Madi-
son County in Book 399 at page
781.

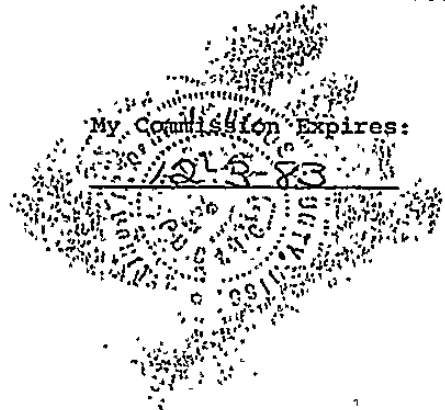
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STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned
authority in and for the jurisdiction aforesaid, the within
named CHRISTIANE D. MARSHALL, who acknowledged to and before
me that she signed and delivered the above and foregoing
Disclaimer and Boundary Line Agreement on the day and for
the purposes therein stated.

WITNESS MY SIGNATURE and official seal of office,
this the 6th day of August, 1980.

Melinda M. O'Neal
NOTARY PUBLIC

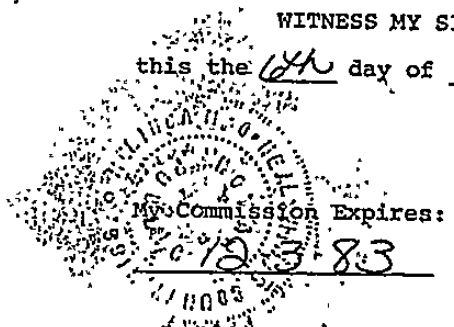


STATE OF Mississippi
COUNTY OF Hinds

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, EVERARDE B. MCGEHEE, who acknowledged to and before me that he signed and delivered the above and foregoing Disclaimer and Boundary Line Agreement for and on behalf of Donald B. McGehee as power of attorney, pursuant to that Power of Attorney recorded in the office of the Chancery Clerk of Madison County in Book 399 at page 782, having first been authorized to do so on the day and for the purposes therein stated.

WITNESS MY SIGNATURE and official seal of office, this the 14th day of August, 1980.

Melinda M. O'Neal
NOTARY PUBLIC



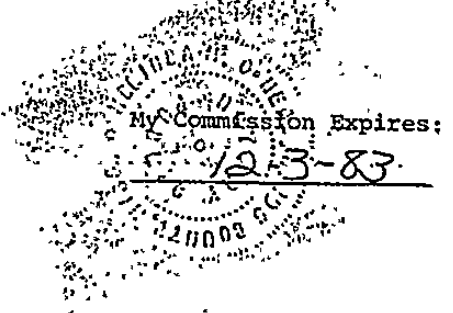
BOOK 170 PAGE 600

STATE OF Mississippi
COUNTY OF Hinds

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, EVERARDE B. MCGEHEE, who acknowledged to and before me that he signed and delivered the above and foregoing Disclaimer and Boundary Line Agreement for and on behalf of Mary Patricia McGehee as power of attorney, pursuant to that Power of Attorney recorded in the office of the Chancery Clerk of Madison County in Book 399 at page 784, having first been authorized to do so on the day and for the purposes therein stated.

WITNESS MY SIGNATURE and official seal of office, this the 6th day of August, 1980.

Melinda M. O'Neal
NOTARY PUBLIC



STATE OF Mississippi
COUNTY OF Hinds

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, EVERARDE B. McGEHEE, who acknowledged to and before me that he signed and delivered the above and foregoing Disclaimer and Boundary Line Agreement for and on behalf of Virginia McGehee Elias as power of attorney, pursuant to that Power of Attorney recorded in the office of the Chancery Clerk of Madison County in Book 399 at page 781, having first been authorized to do so on the day and for the purposes therein stated.

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WITNESS MY SIGNATURE and official seal of office,
this the 6th day of August, 1980.

Melinda M. O'Neal
NOTARY PUBLIC



EXHIBIT "A"

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

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PARCEL 2: Commencing at the SW corner of the Cantrell, Ragus & Beckham property as conveyed by deed recorded in Deed Book 129 at page 768 in the records of the Chancery Clerk of said county, said SW corner being 330 feet west along the north right of way line of County Line Road from the east line of the SW 1/4 SW 1/4 of said Section 32 according to said deed, and run N 89° 55' E along said north right of way line for 407.8 feet to a point on the east fence line of said Cantrell, Ragus & Beckham property and the point of beginning of the property herein described: thence N 00° 01' E along said east fence line for 1306.3 feet to a point; thence S 89° 16' E for 199.3 feet to a point; thence S 00° 05' E for 1303.4 feet to a point that is 40 feet north of the center line of County Line Road; thence S 89° 55' W 40 feet from and parallel to the center line of said road for 201.5 feet to the point of beginning.

SIGNED FOR IDENTIFICATION:

Edward B. McElhee
Christine D. Marshall

EXHIBIT "B"

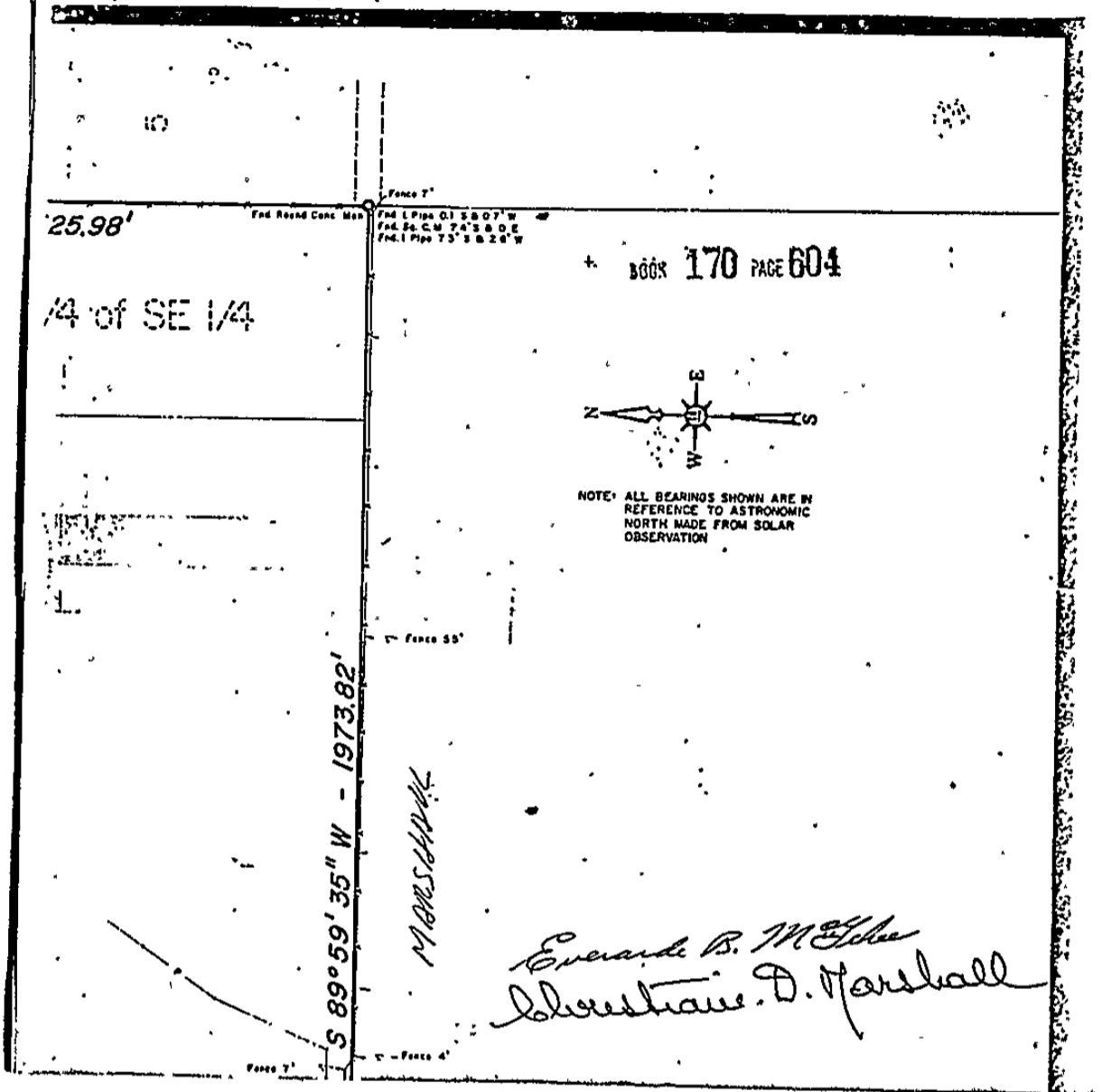
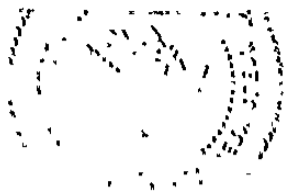
Commence at an iron bar marking the Northwest corner of the Lottie Rhodes property as said corner was established in that certain Court Decree in Chancery Cause Number 15,616, Madison County, Mississippi, said pin marking the East right of way of Pear Orchard Road and being 40 feet from the centerline thereof, and continue thence North 89 degrees 57 minutes East and along the North line of the Rhodes property and the South line of the Cabell property as established by said Court Decree for a distance of 957.21 feet to an iron pin, said iron pin marking the Eastern terminus of said line established by said Court Decree; said iron pin marking the Northwest corner of a certain 12.207 acre tract as shown on the plat of survey of Case and Associates, Inc., dated July 5, 1978 and revised July 14, 1978, said plat being Job Number H-167; said dividing line between the Rhodes and the Cabell property being further shown on the plat of Case and Associates, Inc. dated October 1, 1976 on a plat prepared for Donald B. McGehee, et al and being further designated as Job Number H-132; from said iron pin, run thence South 0 degrees 02 minutes 35 seconds East for a distance of 13.56 feet to a point, said point being the Western terminus of the line herein described and said point being further described as being North 0 degrees 02 minutes 35 seconds West 1293.24 feet from the North line of County Line Road as the same is shown on the plat of survey prepared by Case and Associates, Inc. dated July 5, 1978, revised July 14, 1978 and designated as Job Number B-179 on a plat of survey prepared of Hickory Knoll Apartments; from said Western terminus, run thence North 89 degrees 59 minutes 35 seconds East for a distance of 1973.82 feet to a point which point is the Southeast corner of the McGehee property, and which point marks the Eastern terminus of the line herein described, and further is marked by a round concrete monument _____ inches in diameter, and which round monument is 7.4 feet North of a square concrete monument lying in the East line of the property belonging to Christiane B. Marshall.

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SIGNED FOR IDENTIFICATION:

Edward B. McGehee

Christiane B. Marshall



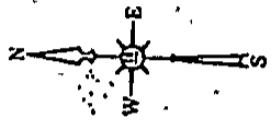
25.98'

1/4 of SE 1/4

S 89° 59' 35" W - 1973.82'

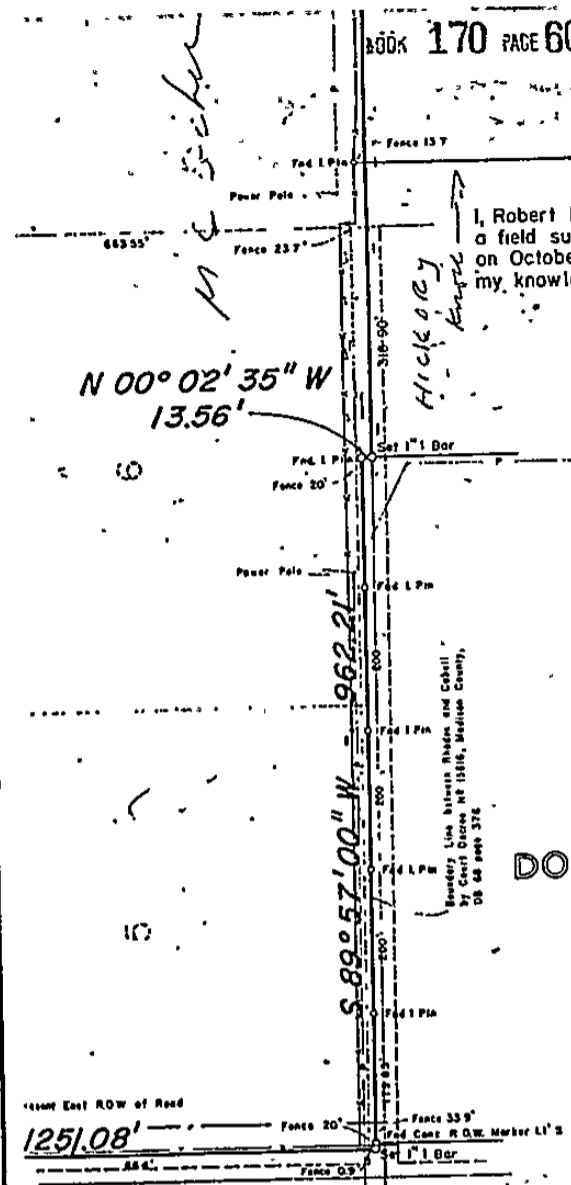
MARSHALL

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NOTE: ALL BEARINGS SHOWN ARE IN REFERENCE TO ASTRONOMIC NORTH MADE FROM SOLAR OBSERVATION

Everard B. McEhee
Christiane D. Marshall



Certification

I, Robert M Case, do hereby certify that this plat represents a field survey made by me under my direction and completed on October 1, 1976, and it is true and correct to the best of my knowledge and belief.

Robert M Case
Registered Land Surveyor



Plat of Survey
for

DONALD B. MC GEHEE ET AL

Situated in Section 32, T7N-R2E,
Madison County, Mississippi

CASE and ASSOCIATES, INC.
Registered Land Surveyors
Jackson, Miss. Scale 1" = 200' Oct. 1, 1976

1251.08' East ROW of Road

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1980, at 9:00 o'clock A.M., and was duly recorded on the AUG 15 1980 day of AUG 15 1980, 19..., Book No. 170 on Page 597 in my office. Witness my hand and seal of office, this the ... of AUG 15 1980, 19...
BILLY V. COOPER, Clerk
By *N. Wright* D.C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, CHRISTIANE D. MARSHALL, being the same person as MRS. BRUCE G. MARSHALL, being the widow of and the sole beneficiary under the Last Will and Testament of Bruce G. Marshall, said Will being recorded in Will Book 16 at Page 303 in the office of the Chancery Clerk of Madison County, Mississippi, does hereby sell, convey and warrant unto DAVID S. CALLAWAY, LOUIS B. GIDEON, BRENDA PARKER HILBUN, RICHARD WAYNE PARKER, WILLIAM C. SMITH, JR., and ROBERT N. STOCKETT, JR., as tenants in common as their interests may appear, the following described land and property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE AND SIGNED FOR IDENTIFICATION.

Taxes for the current year are to be prorated based upon taxes as assessed for the year 1979 between the parties hereto as of the date of this instrument. Grantees assume and agree to pay the ad valorem taxes for the year 1980 and all subsequent years.

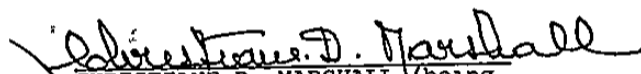
There is excepted from the warranty hereof the following, to-wit:

1. Lien for ad valorem taxes for the year 1980.
2. Madison County, Mississippi, Zoning Ordinances and subdivision regulations.
3. A right of way in favor of Mississippi Power and Light Company by instrument between Bruce G. Marshall and Mississippi Power and Light Company dated October 3, 1951 and appearing of record in the office of the Chancery Clerk of Madison County in Book 52 at Page 115.

4. That reservation unto L. E. Raymond, R. B. Raymond, Julia R. Evans, Bertha R. Bailey, and their assigns, in fee simple, an undivided one-half (1/2) of one-eighth (1/8) of the whole of the oil, gas and other minerals of whatever nature which may be produced from the land next above described, more particularly described and reserved in that certain Warranty Deed from Mrs. Ida M. Raymond, et al, to George A. Gear, of record in the office of the Chancery Clerk of Madison County in Deed Book 36 at page 194.

Further, the Grantor does hereby convey and quitclaim unto the Grantees herein, all of her right, title and interest in and to the intervening property between the east line of the property described on Exhibit "A" and that existing barbed-wire fence located two (2) feet, plus or minus, from and running parallel to the said east line of the property, as shown on the revised plat of survey of Tyner and Associates, dated August 6, 1980, a copy of which is marked as Exhibit "B" and attached hereto and included herein by reference.

WITNESS MY SIGNATURE, this the 12th day of August, 1980.

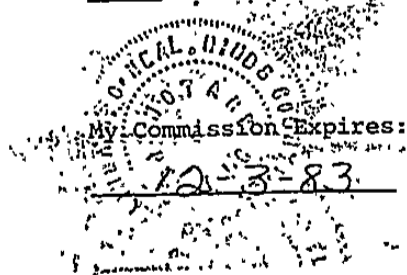

CHRISTIANE D. MARSHALL (being the same person as Mrs. Bruce G. Marshall), a widow

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named CHRISTIANE D. MARSHALL, being the same person as Mrs. Bruce G. Marshall, a widow, who acknowledged to and before me that she signed and delivered the above and foregoing warranty deed on the day and for the purposes therein stated.

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

12 day of August, 1980.



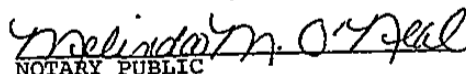

NOTARY PUBLIC

EXHIBIT "A"

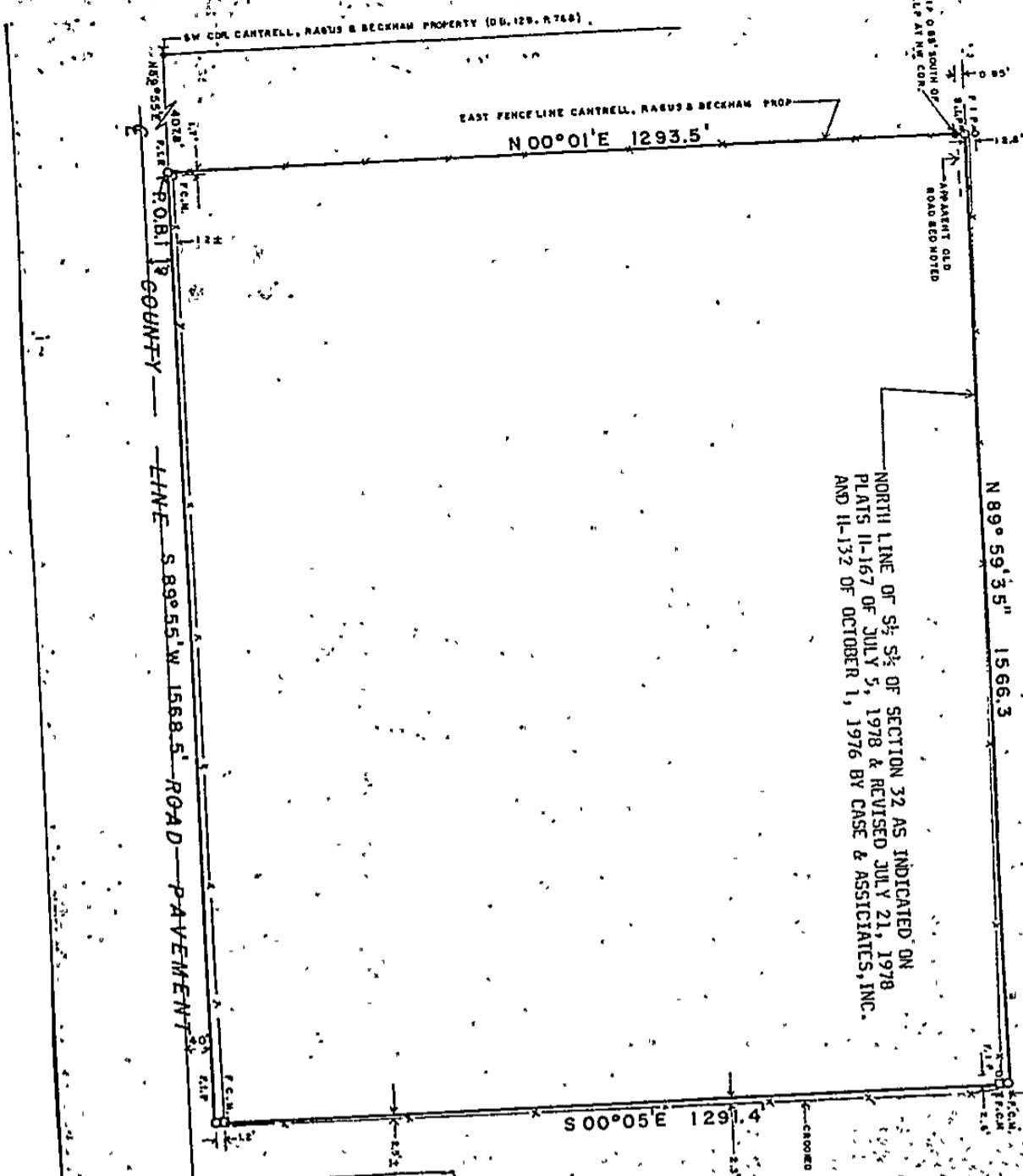
A parcel of land fronting 1568.5 feet on the north side of County Line Road, containing 46.51 acres, more or less, lying and being situated in the S $\frac{1}{2}$ of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi and more particularly described as follows:

Commencing at the SW corner of the Cantrell, Ragus & Beckham property as conveyed by deed recorded in Deed Book 129 at Page 768 in the records of the Chancery Clerk of said county, said SW corner being 330 feet west along the north right of way line of County Line Road from the east line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 32 according to said deed, and run N 89°55'E along said north right of way line for 407.8 feet to a point on the east fence line of said Cantrell, Ragus & Beckham property and the point of beginning of the property herein described; thence N 00°01'E along said east fence line for 1293.5 feet to an iron pin on a line indicated on Plats H-167 of July 5, 1978 & revised July 21, 1978, and H-132 of October 1, 1976 by Case & Associates Inc. as being the north line of the S $\frac{1}{2}$ S $\frac{1}{2}$ of said Section 32; thence N 89°59'35"E along said Case & Associates Inc. line for 1566.3 feet to a round concrete monument that is 7.4 feet north of a square concrete monument; thence S 00°05'E for 1291.4 feet to a point that is 1.2 feet south of a concrete monument and 40 feet north of the center line of County Line Road; thence S 89°55'W 40 feet from and parallel to the center line of said road for 1568.5 feet to the point of beginning.

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SIGNED FOR IDENTIFICATION:

Christiane D. Marshall



NORTH LINE OF S $\frac{1}{2}$ S $\frac{1}{2}$ OF SECTION 32 AS INDICATED ON PLATS II-167 OF JULY 5, 1978 & REVISED JULY 21, 1978 AND II-132 OF OCTOBER 1, 1976 BY CASE & ASSOCIATES, INC.

PROPERTY AS SURVEYED FOR CHRISTIANE D. MARSHALL BEING AS SHOWN A PARCEL OF LAND FRONTING 1568.5 FEET ON THE NORTH SIDE OF COUNTY LINE ROAD, CONTAINING 46.51 ACRES, MORE OR LESS, LYING AND BEING SITUATED IN THE S $\frac{1}{2}$ OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI.

July 16, 1980
Revised August 6, 1980

TYNER & ASSOCIATES
ENGINEERING
REGISTERED PROFESSIONAL ENGINEERS
OFFICE: 859-2912 OR HOME: 859-1634
P. O. BOX 143
CANTON, MISSISSIPPI 39048



EXHIBIT B

STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 19 80, at 9:00 o'clock A.M., and was duly recorded on the 14 day of AUG 15 1980, 19 80, Book No. 170 on Page 606.
Witness my hand and seal of office, this the 14 day of AUG 15 1980, 19 80.
By Billy V. Cooper Clerk

E

STATE OF MISSISSIPPI

COUNTY OF MADISON

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INDEXED
3856

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due the certain indebtedness due and owing by the Grantors herein unto First National Bank, which indebtedness is secured by a deed of Trust dated 4-27-78, and recorded in Book 442 at Page 247 of the records of the Chancery Clerk of Madison County, Mississippi, we RANDALL D. RODGERS and CONSTANCE ANN BORGES RODGERS, do hereby sell, convey, and warrant unto JAMES O. STEPHENS and DONNA A. STEPHENS, as joint tenants with full rights of survivorship, and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot 71, SANDALWOOD SUBDIVISION, Part 3, a subdivision according to a map or plat on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 6 at Page 3 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

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

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

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

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WITNESS MY SIGNATURE this the 12th day of August 1980.

Randall D. Rodgers
RANDALL D. RODGERS

Constance Ann Borges Rodgers
CONSTANCE ANN BORGES RODGERS

STATE OF LOUISIANA
PARISH
COUNTY OF St. John the Baptist

THIS day personally appeared before me the undersigned Notary Public in and for said county, the within named Randall D. Rodgers and Constance Ann Borges Rodgers, who acknowledged that they signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office this the 12th day of August, 1980.

Robert R. Fauchoux, Jr.
NOTARY PUBLIC

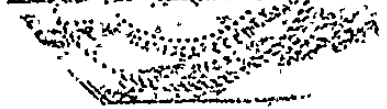
ROBERT R. FAUCHEUX, JR.
Attorney at Law - Notary Public
109 West Eight Street
P.O. Box 186
Reserve, La. 70084

My Commission Expires:
at death

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1980, at 9:00 o'clock A.M., and was duly recorded on the AUG 15 1980 day of AUG 15 1980, 1980, Book No. 170 on Page 612 in my office.

Witness my hand and seal of office, this the AUG 15 1980 of AUG 15 1980, 1980.



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

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt of all of which is hereby acknowledged, I, GENE WILTON FELDER, do hereby sell, convey and warrant unto JOHN WILLIAM BERTAUT, that certain property located in Madison County, Mississippi, and particularly described as follows:

Lot 33, of Lake Cavalier, Part 1, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 4 at Page 9, reference to which is hereby made in aid of and as a part of this description.

The above described property constitutes no part of Grantor's homestead.

And for the same consideration aforementioned, the undersigned does hereby grant and convey unto the grantee named above, and unto grantee's successors in title, a non-exclusive, perpetual and irrevocable easement for the use of the surface of Lake Cavalier situated in Sections 5 and 8, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating, swimming and water sports, subject to the terms, conditions and covenants contained in that certain instrument executed by Lake Cavalier, Inc., recorded in Book 74 at Page 70 in the office of the Chancery Clerk of Madison County, Mississippi.

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

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

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

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 SIGNATURE of the Grantor, this the 8th day of August, 1980.

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Gene Wilton Felder
GENE WILTON FELDER

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, GENE WILTON FELDER, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 8th day of August, 1980.

My Commission Expires:

October 3, 1981

JW Sanford
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1980, at 9:00 o'clock A.M., and was duly recorded on the 14 day of AUG 15, 1980, Book No. 70 on Page 612 in my office.

Witness my hand and seal of office, this the 15 of AUG 15, 1980.

BILLY V. COOPER, Clerk

By B. V. Cooper, D. C.

EASEMENT**INDEXED**

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND FORTY-SEVEN AND 76/100 DOLLARS (\$5,047.76) cash in hand paid, and other valuable considerations, the receipt of which is hereby acknowledged, DENMISS CORPORATION, a Mississippi Corporation (OWNER), does hereby grant and convey to PENNZOIL PRODUCING COMPANY (PENNZOIL), its successors and assigns, a right-of-way and easement to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove a pipeline and appurtenances, including but not limited to communications cables buried in the pipeline ditch with necessary manholes and splice points at or above the ground level, air patrol makers, valves and corrosion control equipment, for the transportation of liquids, gases, solids or mixtures thereof, said right-of-way and easement being described in Exhibit "A", attached hereto and made a part hereof, and as shown on Pennzoil Producing Company Drawing No. PB-MA-2, marked Exhibit "B" and "C" respectively, attached hereto and made a part hereof (the easement), and being situated in Madison County, Mississippi.

Upon completing the installation of the pipeline hereunder by PENNZOIL, the temporary construction easement described above, being 15 feet on each side of the perpetual easement, and the right to use the two temporary extra working spaces, as described in Exhibits "A" and "B", and existing in favor of PENNZOIL, shall cease.

OWNER will not construct or permit any structures or works, or plant trees, drill, excavate or fill within the perpetual easement. However, OWNER reserves the right to use the easement, and to construct roads and drainage ditches across the easement, except as such may unreasonably interfere with the enjoyment of the rights and easements herein granted.

PENNZOIL, by acceptance hereof, agrees to bury the pipeline so it will not interfere with the ordinary cultivation

of the land. PENNZOIL also agrees to pay DENMISS for any damages inflicted upon growing crops, fences, buildings and timber on the land which may immediately and directly result from the exercise of the rights herein granted, and which are inflicted after completion of construction of the pipeline. However, after the pipeline has been laid, PENNZOIL shall not be liable for damages caused by keeping the perpetual easement clear of trees, undergrowth and other obstructions.

PENNZOIL agrees to hold OWNER harmless from any damages or loss caused to any third parties or to PENNZOIL'S employees as a result of PENNZOIL'S operations on the easement, except that OWNER shall be responsible for any damages or loss caused to third parties or to PENNZOIL'S employees by OWNER'S operations on the easement.

In the event PENNZOIL shall cease to use the easement for a period of two consecutive years for purposes herein granted (after the pipeline has been installed), PENNZOIL'S rights hereunder shall cease and terminate three (3) months after receipt of written notice from OWNER of OWNER'S election to so terminate unless PENNZOIL shall within said three (3) months' period again commence the use of said easement for any of the purposes herein granted. In the event PENNZOIL shall not install the pipeline on the perpetual easement within five (5) years from the date of this instrument PENNZOIL'S rights under this instrument shall terminate.

Nothing herein shall be construed as a conveyance of any part of the mineral rights underlying the easement, and the servitude granted herein is subject to any valid and duly recorded oil, gas and mineral leases, deeds and easements.

PENNZOIL agrees not to erect fences on the easement without prior written consent of OWNER, except that OWNER hereby permits PENNZOIL to construct a fence on the main

line value site, as described in Exhibits "A" and "C" attached hereto.

OWNER reserves the right for itself and its lessees and grantees to prospect for or conduct operations on the easement, in search for oil, gas or other minerals, provided, however, that any such prospecting or mineral or mining operations shall not unreasonably interfere with the easement rights herein conveyed.

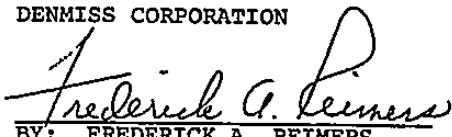
It is distinctly understood and agreed that this conveyance is subject to that certain lease made to Southern Kraft Timberland Corporation (now International Paper Company) from Denkmann Lumber Company dated October 25, 1945, recorded in the Chancery Clerk's office in Rankin County, Mississippi, in Conveyance Book 116, Page 238, and PENNZOIL will obtain a written grant from International Paper Company covering its interest in the lands covered herein.


THIS AGREEMENT shall be binding upon the successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately and in whole or in part.

WITNESS OUR SIGNATURES on this the 11th day of July, 1980.

DENMISS CORPORATION

PENNZOIL PRODUCING COMPANY


BY: FREDERICK A. REIMERS
PRESIDENT


BY: Agent and Attorney-In-Fact

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned authority in and for said county and state, the within named FREDERICK A. REIMERS, who acknowledged that he is the President of Denmiss Corporation, a Mississippi Corporation, and that he signed and delivered the foregoing Easement on the day and year

therein mentioned, for and on behalf of said corporation, being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this the 11th day of July, 1980.

Artha J. [Signature]
NOTARY PUBLIC



My Commission Expires:

7/15/83

STATE OF LOUISIANA
PARISH
COUNTY OF CADDO

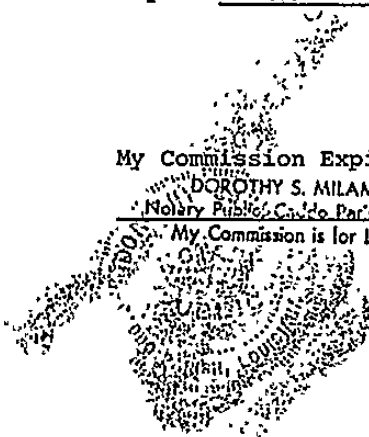
THIS DAY personally appeared before me, the undersigned authority in and for said county and state, the within named F. L. Burgess, who acknowledged that he is the Agent and Attorney-in-Fact (title), of Pennzoil Producing Company, a Delaware Corporation, and that he signed and delivered the foregoing Easement on the day and year therein mentioned, for and on behalf of said corporation, being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this the 12th day of July, 1980.

Dorothy S. Milam
NOTARY PUBLIC

My Commission Expires:

DOROTHY S. MILAM
Notary Public, Caddo Parish, La.
My Commission is for Life



TRACT NO.: MA-2

OWNER: Denmiss Corporation

CENTERLINE DESCRIPTION:

A strip of land 50 feet in width, and totaling 183.27 rods (3024 feet) in length, extending 25 feet along each side of the following described survey line:

Beginning at a point in the east property line fence, also being the west right-of-way line of the Natchez Trace Parkway Scenic Route, said point being 349.3 feet northeasterly along said property line fence from a concrete monument marked: 106-72/1940;

Thence N66°10'45"W a distance of 50 feet to a point;

Thence N08°49'10"E a distance of 2265.9 feet to a point;

Thence N04°55'50"E a distance of 511.8 feet to a point;

Thence N03°18'20"W a distance of 196.2 feet to a point in the center of Yandell Road and being the end of this line, said point also being 367 feet west from where Yandell Road intersects Twelve Oaks Road;

All being in part of W/2 of NE/4; part of E/2 of NW/4 and part of SW/4 of Section 28, Township 8 North, Range 3 East, Madison County, Mississippi, and containing 3.47 acres more or less during construction and reverting to a 20 foot wide perpetual easement extending 10 feet along each side of the pipeline as constructed, containing 1.39 acres more or less.

EXTRA WORK SPACE:

Also an area 100 feet wide by 100 feet long, for temporary extra working space southerly of Twelve Oaks Road and an area 100 feet wide by 100 feet long, for temporary extra working space northerly of Twelve Oaks Road;

Also an area 100 feet wide by 100 feet long, for temporary extra working space south of Yandell Road.

Temporary extra working space includes the above described 50 foot wide construction easement.

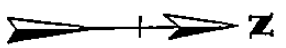
Aforementioned temporary extra working spaces also being in part of the W/2 of NE/4 of Section 28, Township 8 North, Range 3 East, Madison County, Mississippi, and as shown on drawing number PB-MA-2, Sheet 1 of 2, Revision 0, attached hereto and made a part hereof.

MAIN LINE VALVE (M.L.V.) SITE SURFACE EASEMENT:

Also an area 20 feet wide by 25 feet long for a Main Line Valve Site, being 10 feet on either side of and within the 20 foot permanent right-of-way of the pipeline as constructed.

Aforementioned Main Line Valve Site also being in part of the W/2 of NE/4 of Section 28, Township 8 North, Range 3 East, Madison County, Mississippi, and as shown on drawing number PB-MA-2, Sheet 2 of 2, Rev. 0, attached hereto and made a part hereof.

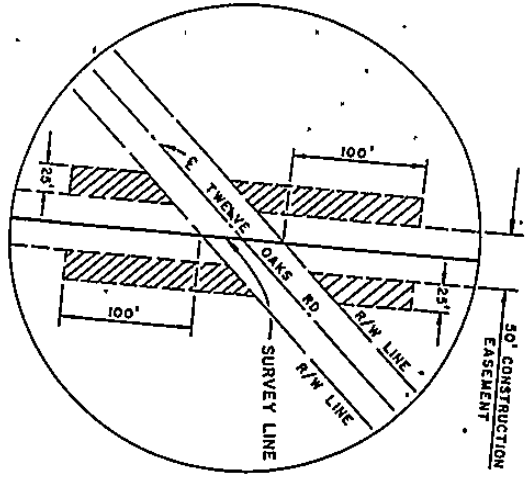
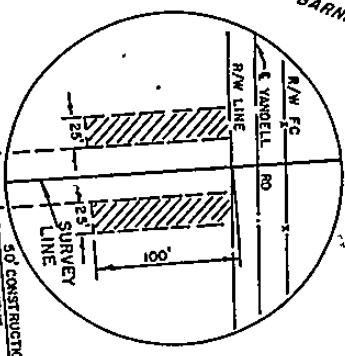
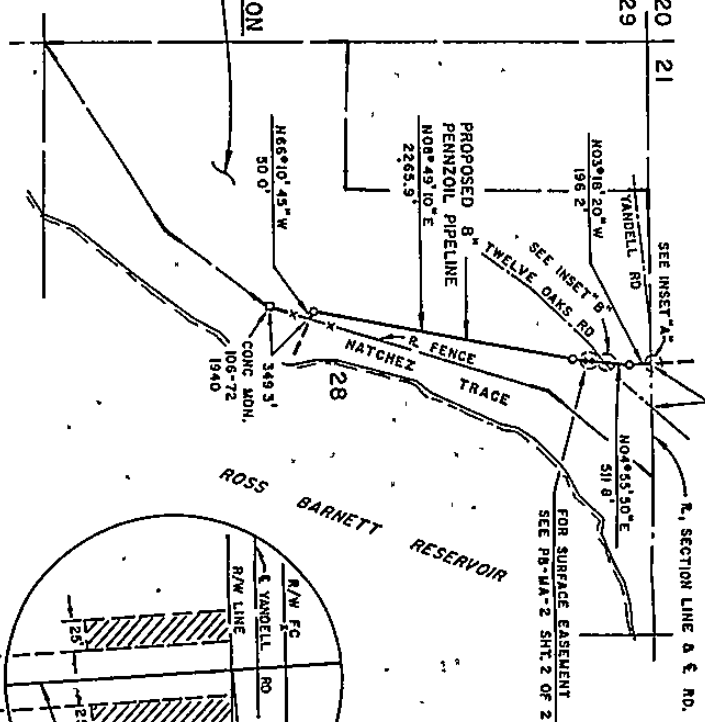
EXHIBIT "A"



MADISON COUNTY, MISSISSIPPI
 PART OF W/2 OF NE/4 SECTION 28
 PART OF E/2 OF NW/4 SECTION 28
 PART OF SW/4 SECTION 28
 T8N-R3E
 T8N-R3E
 T8N-R3E

HUNDRED NASH &
 COLUMBUS KELLY
 MA-2A

DENNISS CORPORATION
 TRACT MA-2
 183.27 RODS



TEMPORARY WORK SPACE

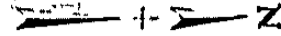


Eagleton Engineering Co.
 HOUSTON, TEXAS


REV.	DATE	BY	CHKD.	DATE

PENNZOIL PRODUCING COMPANY			
PROPERTY PLAT SHOWING - PIPELINE CROSSING - DENNISS CORPORATION PROPERTY			
MADISON COUNTY	DENNISS CORPORATION PROPERTY	MISSISSIPPI	
SCALE	PROJECT NO.	DRAWING NUMBER	REV.
1" = 1000'	PEN-001-1	PB-MA-2	0
SHT. 1 OF 2			

EXHIBIT "B"



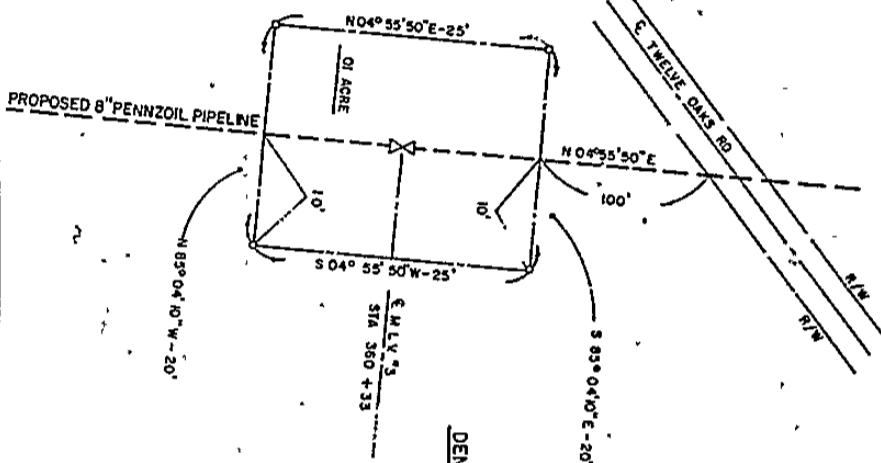
REV. NO.	REVISION	BY	DATE	CHKD.



Eagleton Engineering Co.
HOUSTON, TEXAS

BY	DRAWN	CHECKED	APPROVED
DATE	4-17-80	4-8-80	4-18-80
	BLANCHI	E. D. C.	[Signature]

PENNZOIL PRODUCING COMPANY	
PROPERTY PLAT SHOWING SURFACE EASEMENT DENNISS CORPORATION PROPERTY	
SCALE	PROJECT NO.
NONE	PEN-001-1
DRAWING NUMBER	REV.
PB-MA-2	0

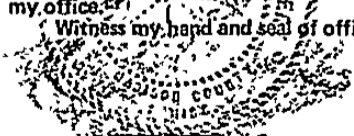


MADISON COUNTY, MISSISSIPPI
 PART OF SECTION 28
 T8N-R3E

EXHIBIT "C"

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1980, at 9:00 o'clock a M., and was duly recorded on the 14 day of AUG 15 1980, 1980, Book No. 170 on Page 614 in my office.



Witness my hand and seal of office, this the 14 day of AUG 15 1980, 1980.

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

E 80: 071

BOOK 170 PAGE 621

Tract No. MA-3863
Rods #92 196.21
Draft No. _____

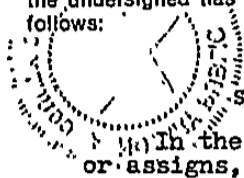
RIGHT-OF-WAY AND EASEMENT

INDEXED

STATE OF MISSISSIPPI
COUNTY OF Madison

FOR AND IN CONSIDERATION OF the sum of Four hundred ninety dollars
Dollars (\$ 490.00) cash in hand this day paid, and other good and valuable consideration the receipt
and sufficiency of all of which is hereby acknowledged, I, WR. Olive C. Crockett

the under signed (hereinafter called Grantor, whether one or more), do hereby grant, bargain, sell and convey unto
PENNZOIL PRODUCING COMPANY, a Delaware Corporation authorized to do and doing business in the State
of Mississippi (hereinafter called Grantee), its successors and assigns a right-of-way and easement to construct,
lay, maintain, operate, alter, repair, replace, remove and abandon one pipeline and appurtenances thereto for the
transportation of ~~oil, gas, carbon dioxide and other liquids, gases, vapors~~ ^{oil, gas, carbon dioxide and other liquids, gases, vapors} which can be transported
through a pipeline, the Grantee to have the right to select the location and route of said right-of-way before con-
struction, under, upon, over and through the following described land which the undersigned owns or in which
the undersigned has an interest, situated in Madison County, Mississippi and described as
follows:



TOWNSHIP 9 NORTH - RANGE 1 WEST

Section 1: Lots 6, 7, 9 and 10

In the event of non-continuous use by Grantee, his successors
or assigns, of said pipeline for a period of two (2) or more years,
rights herein granted under this instrument shall be null, void and
of no consequence or effect.

Grantee agrees to stack timber in sawmill lengths along side of right-of-way
The right-of-way herein granted shall be 50 feet in width during construction of the above-mentioned pipeline
and, after completion of construction, said right-of-way shall revert to a 20 foot wide right-of-way, being 10 feet on
each side of the pipeline as constructed.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns with the free right of ingress to and egress
over and across said lands to and from said right-of-way and easement, for the purposes herein granted. The
rights herein granted may be assigned in whole or in part.

Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to Grantee and
Grantor shall not construct nor permit to be constructed any house, structure, building or obstruction on, over or
across said right-of-way and easement which will interfere with the exercise of the rights herein granted and
shall not change the grade over or plant trees on said right-of-way. Grantee shall have the right to clear said 50
foot wide right-of-way for the purposes of constructing said pipeline and, after construction, shall have the right
to clear and keep clear said 20 foot wide right-of-way of all timber, trees, undergrowth or other obstructions
which might interfere with Grantee's use of said right-of-way in the exercise of the rights herein granted.

Grantee shall bury the above-mentioned pipeline to a depth of not less than ^{36 in} 24 inches below the normal sur-
face of the soil. Grantee shall pay for damages to annual growing crops, fences or timber which may arise from
the construction of said pipeline and appurtenances. Further, Grantee shall pay for damages to annual growing
crops or fences which may arise from the exercise of all rights herein granted other than construction rights.

Grantor represents that the above-described land is rented to None
until _____, 19____.

This contract contains all of the promises, terms and provisions of the agreement made by the parties hereto,
and it is hereby understood that the party securing this grant in behalf of Grantee is without authority to make
any covenant or agreement not herein expressed.

IN WITNESS WHEREOF, the Grantor herein has executed this conveyance this the 18 day of July,
19 80.

WITNESSES: _____ GRANTOR: Olive C. Crockett

EEC-404 (12/79)

For amendment to Row
See Book 395 Pages 36, 38, 40+42
Steve Duncan CC
By: J Cole DC
4-16-97

FOR ASSIGNMENT
See B.ck 2006 Page 90
ARTHUR JOHNSON, CHANCERY CLERK
BY J. Crockett D.C.

FOR ASSIGNMENT
See R. 2008 Page 713
ARTHUR JOHNSON, CHANCERY CLERK

The undersigned tenant and/or lessee of the Grantors hereby joins in and consents to the within grant on the agreement that damages to growing crops or other property of the undersigned on said premises, resulting from the exercise of any of the rights under said grant, shall upon completion of construction of said facilities, be promptly paid to the undersigned.

Executed this the 18th day of July, 1980.

TENANT

GRANTOR'S ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF Harris

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named Olive C. Crockett, who acknowledged to me that he (she) (they) signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal of office this the 18th day of July, 1980.

John C. Flynn, NOTARY PUBLIC

My Commission Expires:

2-25-84

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14th day of August, 1980, at 9:00 o'clock A.M., and was duly recorded on the AUG 15 1980 day of AUG 15 1980, Book No. 170 on Page 621 in my office.

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

BILLY V. COOPER, Clerk

By ... D. C.

Given under my hand and official seal of office this the ... day of ... 19 ...

NOTARY PUBLIC

My Commission Expires:

CORPORATE ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF ...

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named ... who acknowledged to me that he is President of ... and that he signed and delivered the above and foregoing instrument of writing for and on behalf of said Company on the day and year therein mentioned all of which he was first authorized so to do.

Given under my hand and official seal of office this the ... day of ... 19 ...

NOTARY PUBLIC

My Commission Expires:

Handwritten note: done by ...

RIGHT-OF-WAY AND EASEMENT

STATE OF MISSISSIPPI

COUNTY OF Madison

INDEXED

FOR AND IN CONSIDERATION OF the sum of fourteen hundred seventy dollar Dollars (\$ 1470.00) cash in hand this day paid, and other good and valuable consideration the receipt and sufficiency of, all of which is hereby acknowledged, we, Elizabeth D. Cauthen and Canton Exchange Bank as Trustee Cauthen Trusts

the under signed (hereinafter called Grantor, whether one or more), do hereby grant, bargain, sell and convey unto PENNZOIL PRODUCING COMPANY, a Delaware Corporation authorized to do and doing business in the State of Mississippi (hereinafter called Grantee), its successors and assigns a right-of-way and easement to construct, lay, maintain, operate, alter, repair, replace, remove and abandon one pipeline and appurtenances thereto for the transportation of ~~oil, gas, carbon dioxide and all other liquids, gases or substances~~ which can be transported through a pipeline, the Grantee to have the right to select the location and route of said right-of-way before construction, under, upon, over and through the following described land which the undersigned owns or in which the undersigned has an interest, situated in Madison County, Mississippi and described as follows:

TOWNSHIP 9 NORTH - RANGE 1 WEST:

Section 1: Lots 6, 7, 9, and 10

In the event of non-continuous use by Grantee, his successors or assigns, of said pipeline for a period of two (2) or more years, rights herein granted under this instrument shall be null, void and of no consequence or effect.

Grantee agrees to stack timber in sawmill lengths along side of right-of-way

The right-of-way herein granted shall be 50 feet in width during construction of the above-mentioned pipeline and, after completion of construction, said right-of-way shall revert to a 20 foot wide right-of-way, being 10 feet on each side of the pipeline as constructed.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns with the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, for the purposes herein granted. The rights herein granted may be assigned in whole or in part.

Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to Grantee and Grantor shall not construct nor permit to be constructed any house, structure, building or obstruction on, over or across said right-of-way and easement which will interfere with the exercise of the rights herein granted and shall not change the grade over or plant trees on said right-of-way. Grantee shall have the right to clear said 50 foot wide right-of-way for the purposes of constructing said pipeline and, after construction, shall have the right to clear and keep clear said 20 foot wide right-of-way of all timber, trees, undergrowth or other obstructions which might interfere with Grantee's use of said right-of-way in the exercise of the rights herein granted.

Grantee shall bury the above-mentioned pipeline to a depth of not less than ³⁶/₂₄ inches below the normal surface of the soil. Grantee shall pay for damages to annual growing crops, fences or timber which may arise from the construction of said pipeline and appurtenances. Further, Grantee shall pay for damages to annual growing crops or fences which may arise from the exercise of all rights herein granted other than construction rights.

Grantor represents that the above-described land is rented to No tenant until _____, 19____.

This contract contains all of the promises, terms and provisions of the agreement made by the parties hereto, and it is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

IN WITNESS WHEREOF, the Grantor herein has executed this conveyance this the 16 day of July, 1980.

WITNESSES:
O B Noble

GRANTOR:
Mrs. Elizabeth Cauthen
Canton Exchange Bank
Cauthen Trust
Frank J. ...

EEC-404 (12/79)

FOR ASSIGNMENT

See Book 2008 Page 713
ARTHUR JOHNSTON, CHANCERY CLERK

BY Jenny Powers D.C.

FOR ASSIGNMENT

See Book 2026 Page 90
ARTHUR JOHNSTON, CHANCERY CLERK

BY J. S. ... D.C.

The undersigned tenant and/or lessee of the Grantors hereby joins in and consents to the within grant on the agreement that damages to growing crops or other property of the undersigned on said premises, resulting from the exercise of any of the rights under said grant, shall upon completion of construction of said facilities, be promptly paid to the undersigned.

Executed this the _____ day of _____, 19_____.

TENANT

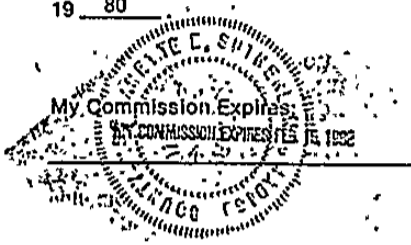
GRANTOR'S ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named Elizabeth Cauthen, who acknowledged to me that (he) (she) (they) signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal of office this the 16th day of July 19 80



E. C. Suterland
NOTARY PUBLIC

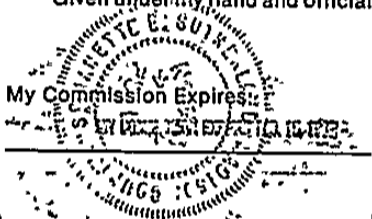
WITNESS'S ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the above-named O. B. Noble, one of the subscribing witnesses to the foregoing instrument, who, after being first duly sworn, deposes and sayeth that he saw the above-named Elizabeth Cauthen, Grantor, whose name is subscribed to the above and foregoing instrument, sign and deliver the same to PENNZOIL PRODUCING COMPANY and that he, this affiant, subscribed his name as a witness thereto in the presence of the said Elizabeth Cauthen, Grantor.

Given under my hand and official seal of office this the 16th day of July 19 80



E. C. Suterland
NOTARY PUBLIC

CORPORATE ACKNOWLEDGEMENT

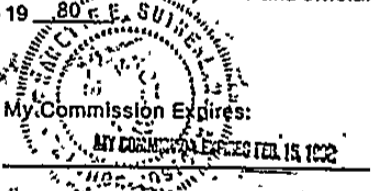
STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named Flora J. Rimmer, who acknowledged to me that she is Exec. Vice President of Canton Exchange Bank, and that she signed and delivered the above and foregoing instrument of writing for and on behalf of said Company on the day and year therein mentioned all of which he was first authorized so to do.

Given under my hand and official seal of office this the 16th day of July 19 80

Flora J. Rimmer

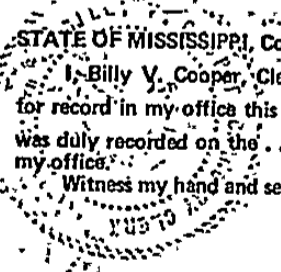


E. C. Suterland
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1980, at 9:00 o'clock A.M., and was duly recorded on the day of AUG 15 1980, Book No. 170 on Page 623 in my office.

Witness my hand and seal of office, this the AUG 15 1980, 19.....



BILLY V. COOPER, Clerk

By D. W. Smith, D.C.

STATE OF MISSISSIPPI
COUNTY OF MADISON

INDEXED **3865**

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$ 10.00) cash in hand this day paid, and other good and valuable consideration the receipt and sufficiency of all of which is hereby acknowledged, I, we, Jubilee Company, Inc., 514F Woodrow Wilson Blvd. Jackson, Mississippi 39216

the under signed (hereinafter called Grantor, whether one or more), do hereby grant, bargain, sell and convey unto PENNZOIL PRODUCING COMPANY, a Delaware Corporation authorized to do and doing business in the State of Mississippi (hereinafter called Grantee), its successors and assigns a right-of-way and easement to construct, lay, maintain, operate, alter, repair, replace, remove and abandon one pipeline and appurtenances thereto for the transportation of oil, gas, carbon dioxide and all other liquids, gases or substances which can be transported through a pipeline, the Grantee to have the right to select the location and route of said right-of-way before construction, under, upon, over and through the following described land which the undersigned owns or in which the undersigned has an interest, situated in Madison County, Mississippi and described as follows:
TOWNSHIP 9 NORTH, RANGE 2 EAST

Section 33: All the NE $\frac{1}{4}$ south and east of Canton-Flora road: all SE $\frac{1}{4}$ of NW $\frac{1}{4}$ south and east of Canton-Flora road; W $\frac{1}{2}$ of SE $\frac{1}{4}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$.

This conveyance shall be for a period of Five (5) years from date hereof, within thirty (30) days prior to the expiration of this five year term grantee may extend the term of this conveyance for additional three (3) year terms by making payment to grantor, or to grantor's successors in interest as reflected by notice to grantee, in the sum of ~~\$3,000.00~~ \$5,000.00 paid within thirty (30) days prior to the expiration of each three (3) year term.

The right-of-way herein granted shall be 50 feet in width during construction of the above-mentioned pipeline and, after completion of construction, said right-of-way shall revert to a 20 foot wide right-of-way, being 10 feet on each side of the pipeline as constructed.

TO HAVE AND TO HOLD unto Grantee, Its successors and assigns with the free right of Ingress to and egress over and across said lands to and from said right-of-way and easement, for the purposes herein granted. The rights herein granted may be assigned in whole or in part.

Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to Grantee and Grantee shall not construct nor permit to be constructed any house, structure, building or obstruction on, over or across said right-of-way and easement which will interfere with the exercise of the rights herein granted and shall not change the grade over or plant trees on said right-of-way. Grantee shall have the right to clear said 50 foot wide right-of-way for the purposes of constructing said pipeline and, after construction, shall have the right to clear and keep clear said 20 foot wide right-of-way of all timber, trees, undergrowth or other obstructions which might interfere with Grantee's use of said right-of-way in the exercise of the rights herein granted.

Grantee shall bury the above-mentioned pipeline to a depth of not less than 48 inches below the normal surface of the soil. Grantee shall pay for damages to annual growing crops, fences or timber which may arise from the construction of said pipeline and appurtenances. Further, Grantee shall pay for damages to annual growing crops or fences which may arise from the exercise of all rights herein granted other than construction rights.

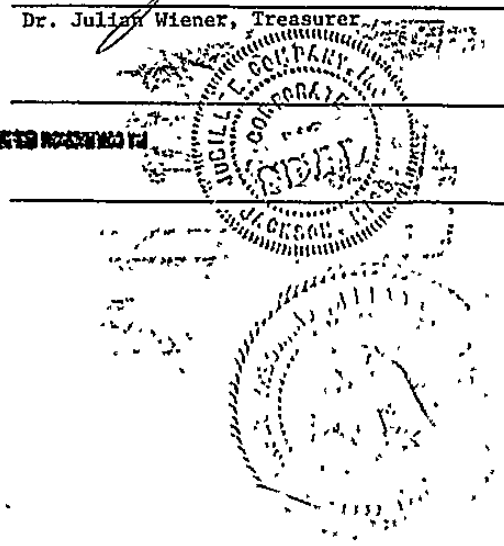
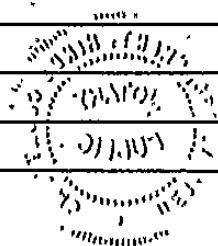
Grantor represents that the above-described land is rented to F. P. Jerome until January, 19 80.

This contract contains all of the promises, terms and provisions of the agreement made by the parties hereto, and it is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

IN WITNESS WHEREOF, the Grantor herein has executed this conveyance this the 3rd day of July 19 80.

WITNESSES:
George Dennis

GRANTOR:
Jubilee Company Inc. by:
Julian Wiener
Dr. Julian Wiener, Treasurer



The undersigned tenant and/or lessee of the Grantors hereby joins in and consents to the within grant on the agreement that damages to growing crops or other property of the undersigned on said premises, resulting from the exercise of any of the rights under said grant, shall upon completion of construction of said facilities, be promptly paid to the undersigned.

Executed this the _____ day of _____, 19_____.

TENANT

GRANTOR'S ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named _____, who acknowledged to me that (he) (she) (they) signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal of office this the _____ day of _____, 19_____.

My Commission Expires: _____

NOTARY PUBLIC

WITNESS'S ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the above-named _____, one of the subscribing witnesses to the foregoing instrument, who, after being first duly sworn, deposed and sayeth that he saw the above-named _____, Grantor, whose name is subscribed to the above and foregoing instrument, sign and deliver the same to PENNZOIL PRODUCING COMPANY and that he, this affiant, subscribed his name as a witness thereto in the presence of the said _____ Grantor.

Given under my hand and official seal of office this the _____ day of _____, 19_____.

My Commission Expires: _____

NOTARY PUBLIC

CORPORATE ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named Julian Wiener, who acknowledged to me that he is the Treasurer of Jubilee Company, Inc., and that he signed and delivered the above and foregoing instrument of writing for and on behalf of said Company on the day and year therein mentioned all of which he was first authorized so to do.

Given under my hand and official seal of office this the 2nd day of July, 1980.

My Commission Expires: _____

MY COMMISSION EXPIRES JULY 24, 1981

Notary Public Seal
NOTARY PUBLIC
STATE OF MISSISSIPPI

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1980, at 9:00 o'clock A.M., and was duly recorded on the 15 day of AUG 15 1980, 1980, Book No. 170 on Page 625 in my office.
Witness my hand and seal of office, this the 15 day of AUG 15 1980, 1980.

BILLY V. COOPER, Clerk

By: [Signature], D. C.

due 3.60 Hale + Seabolt

E

RIGHT-OF-WAY AND EASEMENT

STATE OF MISSISSIPPI

INDEXED 3866

COUNTY OF Madison

FOR AND IN CONSIDERATION OF the sum of Seven Hundred Forty Eight and no/100 Dollars (\$ 748.00) cash in hand this day paid, and other good and valuable consideration the receipt and sufficiency of all of which is hereby acknowledged, I, we, Ben N. Walker III

the under signed (hereinafter called Grantor, whether one or more), do hereby grant, bargain, sell and convey unto PENNZOIL PRODUCING COMPANY, a Delaware Corporation authorized to do and doing business in the State of Mississippi (hereinafter called Grantee), its successors and assigns a right-of-way and easement to construct, lay, maintain, operate, alter, repair, replace, remove and abandon one pipeline and appurtenances thereto for the transportation of oil, gas, carbon dioxide and all other liquids, gases or substances which can be transported through a pipeline, the Grantee to have the right to select the location and route of said right-of-way before construction, under, upon, over and through the following described land which the undersigned owns or in which the undersigned has an interest, situated in Madison County, Mississippi and described as follows:

TOWNSHIP 8 NORTH - RANGE 2 EAST

Section 12: West $\frac{1}{2}$ of Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ and East $\frac{1}{2}$ of Southwest Quarter, less and except a strip 4 chains wide on South end of Southeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of Southwest $\frac{1}{4}$

The right-of-way herein granted shall be 50 feet in width during construction of the above-mentioned pipeline and, after completion of construction, said right-of-way shall revert to a 20 foot wide right-of-way, being 10 feet on each side of the pipeline as constructed.

TO HAVE AND TO HOLD unto Grantee, Its successors and assigns with the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, for the purposes herein granted. The rights herein granted may be assigned in whole or in part.

Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to Grantee and Grantor shall not construct nor permit to be constructed any house, structure, building or obstruction on, over or across said right-of-way and easement which will interfere with the exercise of the rights herein granted and shall not change the grade over or plant trees on said right-of-way. Grantee shall have the right to clear said 50 foot wide right-of-way for the purposes of constructing said pipeline and, after construction, shall have the right to clear and keep clear said 20 foot wide right-of-way of all timber, trees, undergrowth or other obstructions which might interfere with Grantee's use of said right-of-way in the exercise of the rights herein granted.

Grantee shall bury the above-mentioned pipeline to a depth of not less than 24 inches below the normal surface of the soil. Grantee shall pay for damages to annual growing crops, fences or timber which may arise from the construction of said pipeline and appurtenances. Further, Grantee shall pay for damages to annual growing crops or fences which may arise from the exercise of all rights herein granted other than construction rights.

Grantor represents that the above-described land is rented to Freddie Hughes and Eddie Hill until _____, 19____.

This contract contains all of the promises, terms and provisions of the agreement made by the parties hereto, and it is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

IN WITNESS HEREOF, the Grantor herein has executed this conveyance this the 10 day of June, 1980.

WITNESSES:
Francis T. Currie

GRANTOR:
Ben N. Walker III

EEC-404 (12/79)

FOR ASSIGNMENT
See Book 2008 Page 713
ARTHUR JOHNSTON, CHANCERY CLERK
BY J. J. Hutchins D.C.

FOR ASSIGNMENT
See Book 1732 Page 692
ARTHUR JOHNSTON, CHANCERY CLERK
BY J. J. Hutchins D.C.

FOR ASSIGNMENT
See Book 2026 Page 90
ARTHUR JOHNSTON, CHANCERY CLERK
BY J. J. Hutchins D.C.

The undersigned tenant and/or lessee of the Grantors hereby joins in and consents to the within grant on the agreement that damages to growing crops or other property of the undersigned on said premises, resulting from the exercise of any of the rights under said grant, shall upon completion of construction of said facilities, be promptly paid to the undersigned.

Executed this the _____ day of _____, 19 _____.

TENANT

GRANTOR'S ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named Ben N. Walker III, who acknowledged to me that (he) (she) (they) signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal of office this the 11th day of July 1980

My Commission Expires:

MY COMMISSION EXPIRES JULY 14, 1981

MY COMMISSION EXPIRES JULY 14, 1981

Walter de Clement
NOTARY PUBLIC

Line Hank Roberts 360

WITNESS'S ACKNOWLEDGEMENT

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the above-named Ben N. Walker III, one of the subscribing witnesses to the foregoing instrument, who, after being first duly sworn, deposed and sayeth that he saw the above-named Ben N. Walker III, Grantor, whose name is subscribed to the above and foregoing instrument, sign and deliver the same to PENNZOIL PRODUCING COMPANY and that he, this affiant, subscribed his name as a witness thereto in the presence of the said Ben N. Walker III, Grantor.

Given under my hand and official seal of office this the 10th day of June 1980

My Commission Expires:

My Commission Expires Nov. 9, 1981

Walter de Clement
NOTARY PUBLIC

CORPORATE ACKNOWLEDGEMENT

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1980, at 7:00 o'clock P. M., and was duly recorded on the 15 day of AUG 15 1980, 1980, Book No. 170 on Page 27 in my office.

Witness my hand and seal of office, this the 15 of AUG 15 1980, 1980

BILLY V. COOPER, Clerk

By W. Wright, D. C.

19

NOTARY PUBLIC

My Commission Expires:

FOR ASSIGNMENT

See Book 2026 Page 90
ARTHUR JOHNSTON, CHANCERY CLERK
BY J. H. [Signature] D.C.

Misc. R/W 45.23

E

BOOK 170 PAGE 629

PIPE LINE EASEMENT

3862

STATE OF MISSISSIPPI

COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS:

FOR AND IN CONSIDERATION of the sum of Six Thousand Eight
Hundred Eighty and 46/100 Dollars (\$6,880.46),
 cash in hand paid, the receipt of which is hereby acknowledged, and conditional
 upon the performance by the Grantee of the conditions and obligations herein-
 after set forth, the undersigned INTERNATIONAL PAPER COMPANY, a New York
 corporation, hereinafter called INTERNATIONAL, the owner of that certain lease
 executed by Denkmann Lumber Company and affecting the lands hereinafter described,
 which lease is dated October 25, 1945, and is of record in Book 159, Page 492 of
 the Record of Deeds of Madison County, Mississippi, under the terms of said
 lease does hereby grant, sell and convey unto PENNZOIL PRODUCING COMPANY, a
 Delaware corporation, the right of way, servitude and easement (herein sometimes
 referred to as the "easement" and sometimes referred to as the "right of way")
 to lay, construct, operate, inspect, maintain, repair, renew, substitute, change
 the size of, and remove pipes, pipelines and all appurtenances thereto, including
 but not limited to air patrol markers, valves and corrosion control equipment, for
 the transportation of liquids, gases, solids, or mixtures of any or all thereof,
 on, under, over and across the lands situated in the County of Madison, State of
 Mississippi, described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

FOR ASSIGNMENT

See Book 2008 Page 713
ARTHUR JOHNSTON, CHANCERY CLERK
BY Jenny [Signature] D.C.

The fifty (50) foot strip of land and the extra work spaces described immediately above are for Grantee's temporary use while installing the pipeline across INTERNATIONAL PAPER COMPANY as shown on attached Plat No. PB-MA-2.

After construction of the pipeline, the permanent width of the easement hereby granted shall revert to twenty (20) feet in over-all width lying ten (10) feet on each side of the pipeline as shown on said Plat No. PB-MA-2 attached hereto.

Grantee shall be liable for damages as hereinafter provided for the initial clearing but shall not be liable for the value of undergrowth or structures removed from said twenty (20) foot wide strip in the process of keeping and maintaining the same clear after the completion of construction.

After the cutting of such timber, trees and shrubs, Grantee is to promptly remove or burn the same and carefully burn the tops to prevent fire hazard being created thereby.

The Grantee herein is hereby granted the right of ingress and egress in, over, across and through the above described lands along the said permanent twenty (20) foot wide easement strip and by means of any existing road or other way in existence at the time and in which Grantor has such rights. In the event of use by Grantee of any roads or ways over Grantor's land, whether public or private, Grantee will restore the same or procure same to be restored in as nearly as possible the same condition of repair as existed prior to Grantee's use.

Upon completion of construction or upon completion of removal of any of Grantee's installations or facilities from the right-of-way, the Grantee shall fill and pack all trenches and holes created by such construction or removal in such manner that the surface of the right-of-way to the extent of repairing, with reasonable care, trenches, holes, and other defects proximately resulting from Grantee's activities.

In making its installations, or in conducting any other acts authorized herein, if any fence or fences of Grantor are removed or damaged, the Grantee shall, at its expense, restore the same to the condition as existed prior to such damage or removal; the Grantee may, however, install gates or cattle guards in same so as to allow Grantee and other authorized persons access along said right-of-way.

The Grantee herein further understands and appreciates the fact that the lands over which this right-of-way is granted are being held by the undersigned for the growth of timber thereon, and the Grantee herein covenants by the acceptance of this grant that in conducting its operations on the said right-of-way to conduct same in such manner that any and all timber on Grantor's adjacent lands, whether owned or leased by Grantor, as well as young growth, will be damaged as little as possible, and Grantee further covenants that neither it, its agents, servants, contractors nor licensees will willfully or negligently cause any forest fire to occur on any of the lands of the undersigned over which this right-of-way is granted, and that in the event any such fire should develop that it will use every means available to it to extinguish the same promptly upon detection, and will also promptly report the same to the Carthage office of INTERNATIONAL PAPER COMPANY, its assignees or grantees. The Grantee herein further covenants that it will give specific instructions to its agents, servants, employees, licensees and contractors to comply with the provisions hereof.

It is expressly understood that this grant is not exclusive and that the undersigned expressly reserves the right to utilize the surface of the lands in the right-of-way herein granted for any purpose which it desires, which will not interfere with the rights and privileges herein granted, and to authorize such uses of same by others, and Grantee shall not fence the easement.

The Grantor expressly reserves the right to cross the right-of-way herein granted and the installations of Grantee with its own installations, and to authorize such crossing by others; any such crossing shall, however, be made in such manner as will not damage Grantee's installations, nor materially interfere or impair their efficiency of operation for the use for which this right-of-way is granted.

This grant and all rights hereunder are subject to all liens, easements, servitudes, rights-of-way, oil, gas and mineral leases, reservations and other grants now in use or of record in the aforesaid County affecting the above described property.

It is expressly understood that the undersigned, by granting the rights herein granted, assumes no responsibility or liability whatsoever to any person by reason or the fact that the pipeline together with any and all appurtenances thereto is constructed and operated on land owned or leased by it, and the Grantee

herein covenants and agrees to save and keep harmless the undersigned INTERNATIONAL PAPER COMPANY from all liability to any persons by reason hereof, except negligence on the part of the Grantor, its agents, lessees, contractors or invitees.

The PENNZOIL PRODUCING COMPANY, Grantee herein, hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops, fences, or timber from the construction, maintenance and operation of said pipeline. Should more than one (1) pipeline be laid under this grant at any time, the sum of One Dollar (\$1.00) per lineal rod for each additional line shall be paid; beside the damages above provided for.

Upon abandonment of this easement, all rights, title or equities hereby created shall revert to the Grantor without the necessity of notice or action upon the part of the Grantor. In addition to any other thing constituting abandonment in law, abandonment within the contemplation of this instrument shall include any cessation of use of the easement by Grantee for any continuous period of one (1) year.

All of the terms, conditions and obligations hereof shall inure to the benefit of and be binding on the successors, grantees and assigns of the parties hereto; and the rights and easements herein granted may be assigned, together or separately and in whole or in part.

The Grantee is hereby given the further privilege to cut and remove from the right-of-way herein granted, all timber, trees and shrubs which will interfere with the installation, operation and maintenance of said pipeline and appurtenances thereto. Payment for all such damages shall be made by Grantee to Grantor in conjunction with and at the same time as payment is made for easement rights. Said payment shall be made at the following rates:

For damages for the perpetual easement \$155.00 per acre.

For damages for the temporary easement and working spaces \$255.00 per acre.

It is distinctly understood and agreed that INTERNATIONAL PAPER COMPANY does not attempt to grant any greater rights than it is permitted to grant under the terms of the aforesaid contract and that the rights herein granted by INTERNATIONAL PAPER COMPANY are a consent to the use of said property by PENNZOIL.

PRODUCING COMPANY, Grantee, insofar only as INTERNATIONAL PAPER COMPANY is concerned, and shall not be construed in any manner as an alienation of the property of the granting of any rights contrary to the rights of the owners of the property.

It is also understood that it will be the responsibility of the Grantee to obtain any and all permits to satisfy all national, state or local environmental requirements. The Grantor will be held harmless from any and all legal action resulting from acts performed by or for the Grantee.

This instrument containing covenants and conditions on the part of the Grantee, the same shall not be effective until executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in five (5) counterparts, on this the 11th day of July



INTERNATIONAL PAPER COMPANY

ATTEST: John W. Mohley
Assistant Secretary

BY R. F. Williams
Vice President

WITNESSES:
W. W. McEach
David K. Beverly

PENNZOIL PRODUCING COMPANY

ATTEST:

BY J. L. Blumberg

WITNESSES:
Virginia M. Lopez
Mary M. Luminella

STATE OF ALABAMA

COUNTY OF MOBILE

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named R. K. WILLIAMSON Vice President, and JOHN W. MOBLEY, Assistant Secretary, of International Paper Company, a corporation, who acknowledged that they signed executed and delivered the within and foregoing instrument of writing as and for their voluntary act and deed as such officers and as and for the voluntary act and deed of said corporation on the day and year therein mentioned.

WITNESS my hand and official seal this the 11th day of

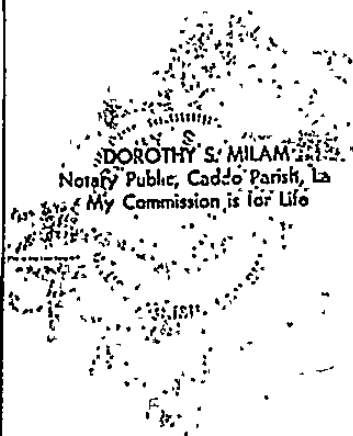
July, 1980.

Betty M. [Signature]
NOTARY PUBLIC
ALABAMA STATE AT LARGE
My Commission Expires:
My Commission Expires Oct. 2, 1980



STATE OF LOUISIANA
PARISH OF CADDO

On this the 6th day of June, 1980, before me personally appeared F. L. Burgess, to me personally known, who, being by me duly sworn, did say that he is the Agent and Attorney-In-Fact of PENZOIL PRODUCING COMPANY, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and the said F. L. Burgess acknowledged said instrument to be the free act and deed of said corporation.



Dorothy S. Milam
NOTARY PUBLIC

In and For Caddo Parish,
State of Louisiana.

EXHIBIT "A"

TRACT NO.: MA-2

OWNER: Denmiss Corporation

CENTERLINE DESCRIPTION:

A strip of land 50 feet in width, and totaling 183.27 rods (3024 feet) in length, extending 25 feet along each side of the following described survey line:

Beginning at a point in the east property line fence, also being the west right-of-way line of the Natchez Trace Parkway Scenic Route, said point being 349.3 feet northeasterly along said property line fence from a concrete monument marked: 106-72/1940;

Thence N66°10'45"W a distance of 50 feet to a point;

Thence N08°49'10"E a distance of 2265.9 feet to a point;

Thence N04°55'50"E a distance of 511.8 feet to a point;

Thence N03°18'20"W a distance of 196.2 feet to a point in the center of Yandell Road and being the end of this line, said point also being 367 feet west from where Yandell Road intersects Twelve Oaks Road;

All being in part of W/2 of NE/4; part of E/2 of NW/4 and part of SW/4 of Section 28, Township 8 North, Range 3 East, Madison County, Mississippi, and containing 3.47 acres more or less during construction and reverting to a 20 foot wide perpetual easement extending 10 feet along each side of the pipeline as constructed, containing 1.39 acres more or less.

EXTRA WORK SPACE:

Also an area 100 feet wide by 100 feet long, for temporary extra working space southerly of Twelve Oaks Road and an area 100 feet wide by 100 feet long, for temporary extra working space northerly of Twelve Oaks Road;

Also an area 100 feet wide by 100 feet long, for temporary extra working space south of Yandell Road.

Temporary extra working space includes the above described 50 foot wide construction easement.

Aforementioned temporary extra working spaces also being in part of the W/2 of NE/4 of Section 28, Township 8 North, Range 3 East, Madison County, Mississippi, and as shown on drawing number PB-MA-2, Sheet 1 of 2, Revision 0, attached hereto and made a part hereof.

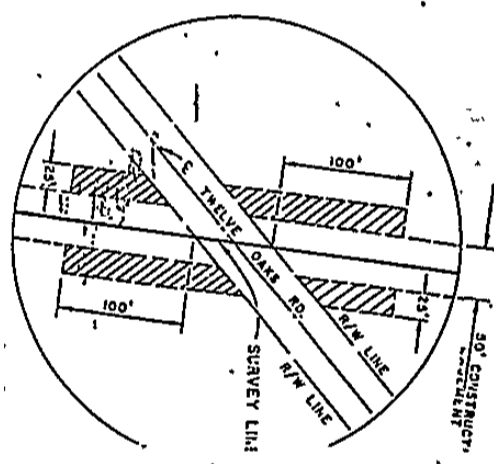
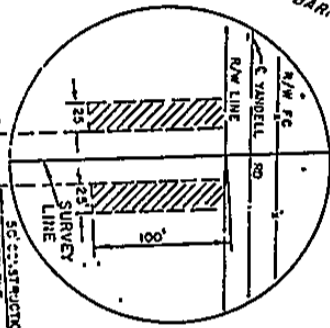
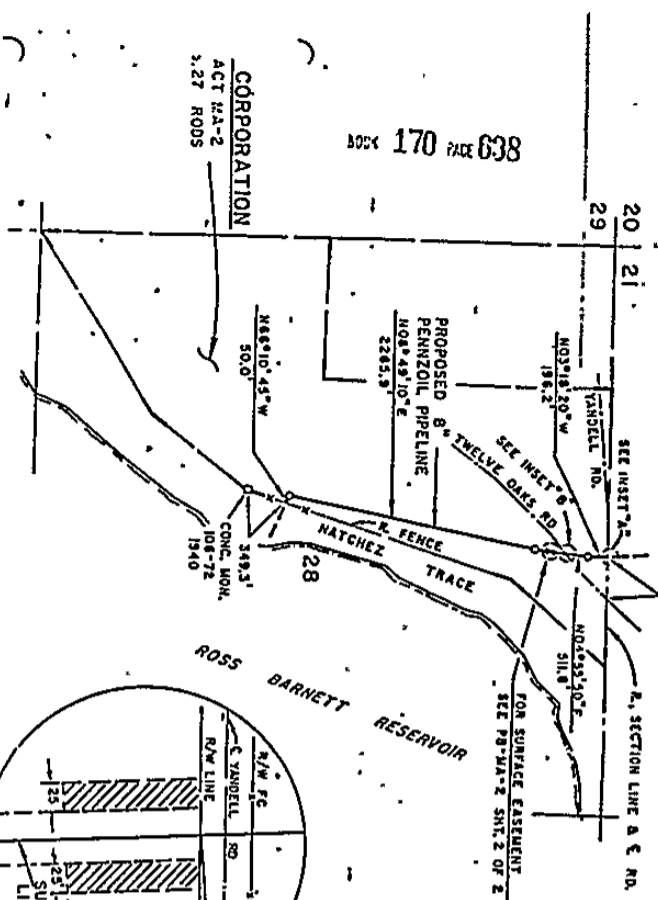
MAIN LINE VALVE (M.L.V.) SITE SURFACE EASEMENT:

Also an area 20 feet wide by 25 feet long for a Main Line Valve Site, being 10 feet on either side of and within the 20-foot permanent right-of-way of the pipeline as constructed.

Aforementioned Main Line Valve Site also being in part of the W/2 of NE/4 of Section 28, Township 8 North, Range 3 East, Madison County, Mississippi, and as shown on drawing number PB-MA-2, Sheet 2 of 2, Rev. 0, attached hereto and made a part hereof.

UNORDERED NASH &
 OCEANUS KELLY
 MA-2A

1911-1932
 1932-1935
 1935-1938
 1938-1952
 1952-1955
 1955-1958



INSET 'A'

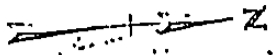
INSET 'B'

TEMPORARY CORK SPACE

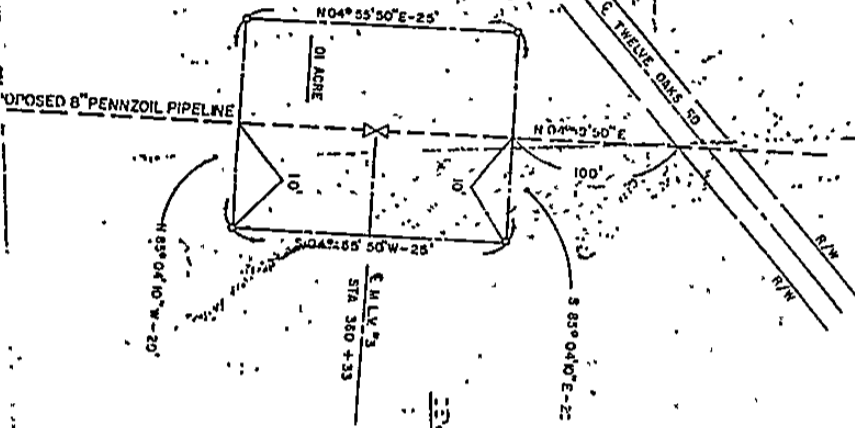
DRAWN BY		CHECKED BY		APPROVED BY	
J.C.		S.E.		[Signature]	
DATE: 4-17-35		DATE: 4-18-30		DATE: 4-18-30	
LADSON COUNTY		LADSON COUNTY		LADSON COUNTY	
SCALE: 1" = 1000'		PROJECT NO.: PEN-001-1		DRAWING NUMBER: PB-MA-2	
PROPERTY PLAT SHOWING		PIPELINE CROSSING -		DENEMISS CORPORATION PROPERTY	
PENNZOIL PRODUCING COMPANY		PROPERTY PLAT SHOWING		DENEMISS CORPORATION PROPERTY	
HOUSTON, TEXAS		LADSON COUNTY		MISSISSIPPI	


Engineering Co.
 HOUSTON, TEXAS

PENNZOIL PRODUCING COMPANY



MISSISSIPPI COUNTY, MISSISSIPPI
PART 1 OF 28
181-R3E



		W. L. Birch Houston Engineering Co. HOUSTON, TEXAS	
DATE	4-17-93	CHECKED	4-8-93
DRAWN	W. L. Birch	APPROVED	W. L. Birch
PENNZOIL PRODUCING COMPANY PROJECT PLAT SHOWING SURFACE EASEMENT DENNIS CORPORATION PROPERTY HUDSON COUNTY, MISSISSIPPI		SCALE	NONE
PROJECT NO. 1 PEN-001-1		DRAWING NUMBER	PB-MA-2
SHEET 2 OF 2		REV.	0

STATE OF MISSISSIPPI, County of Madison:
 I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1980, at 5:00 o'clock PM and was duly recorded on the 14 day of AUGUST, 1980, Book No. 170 on Page 629 in my office.
 Witness my hand and seal of office, this the 14 day of AUGUST, 1980.
 BILLY V. COOPER, Clerk
 By W. Wright, D.C.

E

3867

WARRANTY DEED

BOOK 170 PAGE 640

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, we, RUTH FOWLER BOWLING AND EARL S. FOWLER, do hereby convey and warrant unto RUTH FOWLER BOWLING and EARL S. FOWLER, with right of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

E 1/2 SW 1/4, Section 8, and all that part of S 1/2 NW 1/4 SE 1/4 and SW 1/4 SE 1/4, Section 8, west of Cameron and Canton Road, Township 11 North, Range 4 East.

ALSO: All that part of the W 1/2 of the SE 1/4, Section 8, Township 11 North, Range 4 East, that lies south and east of the road leading from Canton Artesian Springs, Mississippi, less and excepting one-half acre out of the southwest corner of said W 1/2 of SE 1/4.

The above described property is no part of the homestead of the parties hereto with the exception Earl S. Fowler, a single person. Parties hereto are mother and son.

WITNESS OUR SIGNATURES this 14th day of August, 1980.

Ruth Fowler Bowling
RUTH FOWLER BOWLING
Earl S. Fowler
EARL S. FOWLER

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the aforementioned jurisdiction, the within named RUTH FOWLER BOWLING and EARL S. FOWLER who acknowledged to me that they did sign and deliver the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 14 day of August, 1980.

Billy V. Cooper
CHANCERY CLERK

(SEAL)

MY COMMISSION EXPIRES

BY: *B. Smith* D. C.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1980, at 11:25 o'clock A. M., and was duly recorded on the 15 day of AUG 15 1980, 19....., Book No. 170 on Page 640 in my office.

Witness my hand and seal of office, this the of AUG 15 1980....., 19.....

BILLY V. COOPER, Clerk

By: *B. V. Wright*....., D. C.

INDEXED

WARRANTY DEED

3874

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, OZZIE G. WALLETON, do hereby sell, convey and warrant unto LITTIE T. BROWN, LAWRENCE LOVELACE, BRADFORD EVANS, CLEO WHITTINGTON and OTTO FULTON, in their capacities as Trustees of the Crossroads Church of God (also known as Church of God of Farmhaven) the following described real property lying and being situated in Madison County, Mississippi, and more particulary described as follows:

PARCEL NO. 1 - A parcel of land containing 0.62 acres more or less lying and being situated in the SE 1/4 of the NW 1/4, Section 34, Township 10 North, Range 5 East, Madison County, Mississippi, and more particularly described as commencing at the northwest corner of said SE 1/4 of the NW 1/4 run S 00° 10' 52" W along the west line of said SE 1/4 of the NW 1/4 for 259.63 feet to an iron pin and the point of beginning, and from said point of beginning run east 341.53 feet to an iron pin on the west margin of the Camden and Millville Road; thence S 65° 13' 25" W 376.70 feet to an iron pin on the west line of the SE 1/4 of the NW 1/4 of said Section 34; thence N 00° 10' 52" E along said West line of the SE 1/4 of the NW 1/4 for 157.87 feet to the point of beginning.

WITNESS MY SIGNATURE, this the 1st day of August, 1980.

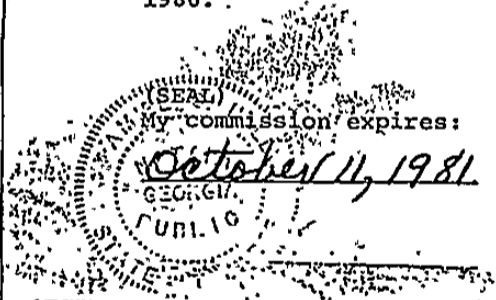
Ozzie G. Wallleton
OZZIE G. WALLETON

STATE OF MISSISSIPPI Georgia
COUNTY OF MADISON Fulton

Personally appeared before me, the undersigned authority in and for said county and state, the within named OZZIE G. WALLETON, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 1st day of August, 1980.

Amie Hall
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 1st day of August, 1980, at 9:00 clock A.M., and was duly recorded on the 1st day of August, 1980, Book No. 170 on Page 641 in my office.

Witness my hand and seal of office, this the 1st day of August, 1980.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

E

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

Lot- Four (4), Lake Cavalier, Part I, Madison County, Mississippi, a Subdivision according to a plat of record in the Office of the Chancery Clerk of Madison County, Mississippi: together with all perpetual easements as described in Book 78, Page 197, together with a one-half interest in and to that certain boathouse owned by Grantors in Book 115, Page 656

This conveyance is subject to the protective covenants, and prior reservation of all minerals.

WITNESS MY SIGNATURE this 13 day of August, 1980.

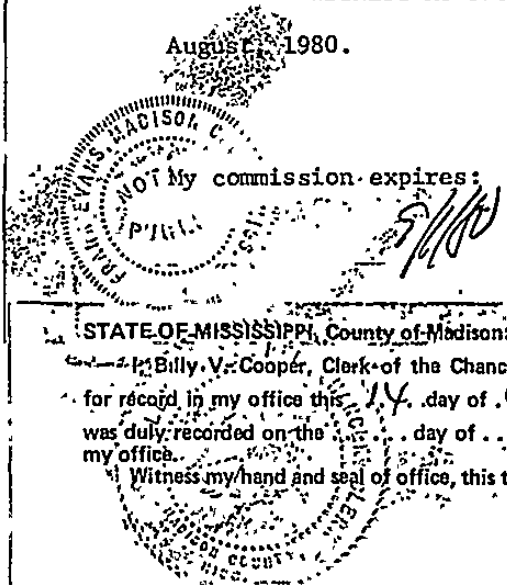
William F. Hoffman
WILLIAM F. HOFFMAN

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

WITNESS MY SIGNATURE AND SEAL this 12 day of August, 1980.

[Signature]
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1980, at 2:05 o'clock P.M., and was duly recorded on the 15 day of AUG 15 1980, 1980, Book No. 170 on Page 642 in my office.
Witness my hand and seal of office, this the 15 day of AUG 15 1980, 1980.
BILLY V. COOPER, Clerk
By *[Signature]*, D. C.

INDEXED

3876

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

WHEREAS, default having been made in the payment of the indebtedness secured by said deed of trust and the Chancery Court of Madison County, Mississippi, in Chancery Cause Number 24-211 styled "Thomas L. James and Louise M. James v. Jackson Production Credit Association and Jim B. Tohill, Substituted Trustee," by Final Decree dated September 21, 1979, and recorded in Minute Book 81 at page 630, ordered a foreclosure in equity and by order dated May 21, 1980, entered in said cause in Minute Book 83 at page 524 appointed Jim B. Tohill as a Special Commissioner with directions for the sale of said property, I did on the 27th day of June, 1980, during legal hours, being between the hours of 11:00 o'clock a.m. and 4:00 o'clock p.m. at the south door of the Madison County Courthouse at Canton, Mississippi, offer for sale at public auction and sell to the highest bidder for cash, according to the above referenced order, the following described land and property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

TRACT 1

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

TRACT 2(A)

A tract of land containing in all 136.0 acres, more or less, and described as beginning at a point that is 6.85 chains north of the southeast corner of the SE 1/4 NE 1/4 Section 15, Township 9 North, Range 3 East, and from said point of beginning run thence North for 33.15 chains to the northeast corner of said Section 15, thence running West for 7.0 chains, thence North for 43.42 chains to the approximate center of road, thence running South 60 degrees 00 minutes West for 18.90 chains along said road, thence running South to a point that is 6.85 chains north of the south line of the NE 1/4, Section 15, thence running East for 23.30 chains to the point of beginning, and containing in all 136.0 acres, more or less, and being 63.0 acres in Section 10, and 73.0 acres in Section 15, and all situated in Township 9 North, Range 3 East.

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

ALSO, LESS AND EXCEPT an undivided one-half (1/2) of all oil, gas and other minerals in, to and under sixty-eight (68) acres off the North end of Tract 2(A), which interest was reserved by Barger D. Weeks and Jo Ann Weeks.

TRACT 2(B)

TOWNSHIP 9 NORTH, RANGE 3 EAST:

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

TRACT 2(C)

X All that part of E 1/2 NW 1/4, and all that part of W 1/2 NE 1/4 lying west of the Illinois Central Railroad; all that part of the SW 1/4 lying west of Illinois Central Railroad and lying east of Canton and Moores Bluff Road, and lying north of an old fence line running east and west a distance of 24.50 chains due south from the north line of said SW 1/4,

LESS AND EXCEPT one (1) acre in the southwest corner thereof as conveyed by William Bates and Susan Bates to Amanda Foy by deed dated July 29, 1899, recorded in book KKK at page 171, and

ALSO LESS AND EXCEPT seven (7) acres, more or less, as conveyed by William Bates to Rosa Banks by deed dated December 21, 1923, recorded in book 3 at page 211 and described as follows, to-wit: Beginning at the southeast corner of the lot conveyed to Amanda Foy by deed recorded in book KKK at page 171, and run thence south 85 degrees 30 minutes east for 630 feet, thence north 420 feet, thence west 954 feet to the eastern margin of Moores Bluff Road, thence south 8 degrees 15 minutes east for 159 feet along said road to the northwest corner of said Foy lot, thence north 85 degrees east for 264 feet, thence south 8 degrees 15 minutes east for 246 feet to the point of beginning;

BOOK 170 PAGE 644

ALSO LESS AND EXCEPT 5.4 acres released from the lien of the Deed of Trust recorded in Book 365, at page 518 by instrument recorded in Book 382 at page 526 of the records in the office of the Chancery Clerk of Madison County, Mississippi, and more particularly described as: A parcel of land fronting 252.6 feet on the east side of Mississippi State Highway #16, containing 5.4 acres, more or less, lying and being situated in the SW 1/4 of Section 6, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as Commencing at the intersection of the east line of said Highway 16 and the north fence line of said James parcel as conveyed by deed recorded in Deed Book 96 at page 106 in the records of the Chancery Clerk, Madison County, Mississippi, said North fence line representing the North line of the SW 1/4 of said Section 6, according to said James deed, and from said commencing point run East along said fence for 1080 feet to a point; thence south 1089 feet to a point on the south fence line of said James property and the point of beginning of the property herein described; thence North for 250 feet to a point; thence West for 958.2 feet to a point on the east line of said highway 16; thence southeasterly along the east line of said highway 16 for 252.6 feet to a point on the south line of said James property; thence east along the south line of said James property for 922 feet to the point of beginning; all in Section 6, Township 9 North, Range 3 East, Madison County, Mississippi; and containing in all 94.6 acres, more or less.

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

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

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

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

BOOK 170 PAGE 645

BOOK 170 PAGE 646

Said property was sold after strictly complying with all the terms and conditions of the Final Decree recorded in Minute Book 81 at page 630 and Order recorded in Minute Book 83 at page 524. A notice of time, place and terms of said sale, together with a description of said property to be sold, was given by publication in The Madison County Herald, a newspaper published in Madison County, Mississippi, for three consecutive weeks and more, preceding the date of sale. The first notice of the publication appeared on June 5, 1980, and subsequent notices appeared on June 12, 19 and 26, 1980, and a notice identical to said published notice was posted on the bulletin board at the south door of the County Courthouse of Madison County, Mississippi, for said time. Everything necessary to be done was done to make and effect a good and lawful sale.

At said sale, Jackson Production Credit Association of Jackson, Mississippi, bid for said property in the amount of \$342,988.79, which being the highest and best bid, the same was then and there struck off to Jackson Production Credit Association of Jackson, Mississippi, and it was declared the purchaser thereof.

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

WITNESS MY SIGNATURE on this the 13th day of August, 1980.

Jim B. Tohill
Jim B. Tohill, SPECIAL COMMISSIONER

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

GIVEN under my hand and official seal on this the 13th day of August, 1980.

My Commission Expires:
9-14-80

James W. ...
NOTARY PUBLIC
COUNTY OF HINDS, MISSISSIPPI

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1980, at 3:10 o'clock P. M., and was duly recorded on the 14 day of AUG 18, 1980, Book No. 170 on Page 643 in my office.

Witness my hand and seal of office, this the 14 day of AUG 18, 1980.

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

WARRANTY DEED

BOOK 170 PAGE 647 19878

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, KGR, INC. does hereby sell, convey, and warrant unto NORTHTOWNE HOMES, INC. the following described land and property situated in Madison County, Mississippi, to-wit:

INDEXED

Lot 8 and 9, Clarkdell Subdivision, a subdivision according to the map or plat on file in the office of the Chancery Clerk of Madison County, Mississippi, in Cabinet B, Slot 29, thereof.

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

WITNESS the signature on this the 27th day of August, 1980.

KGR, INC.

BY:

James C. Ryals
Title: *President*

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, James C. Ryals, who, after being first duly sworn by me, states and acknowledges that he is the duly qualified and authorized agent for KGR, INC., a corporation licensed to do business in the State of Mississippi, and that in such capacity he did sign, execute and deliver the above and foregoing Warranty Deed for and on behalf of said KGR, INC., after having been first duly authorized so to do.

GIVEN UNDER MY HAND and office seal of office, this the 7th day of August, 1980.



P. C. Ryals
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1980, at 3:30 o'clock P. M. and was duly recorded on the 14 day of AUG 18, 1980, Book No. 170 on Page 647 in my office.

Witness my hand and seal of office, this the 14 day of AUG 18, 1980.

BILLY V. COOPER, Clerk

By N. C. Wright, D. C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, KLINE OZBORN and J. D. RANKIN, do hereby sell, convey and warrant unto D. A. MCGRAW, JR. and W. LARRY SMITH-VANIZ the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lots 13 and 14, Block "G", Meadow Lark Park Subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi.

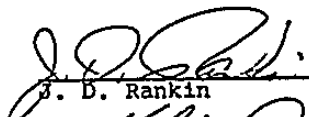
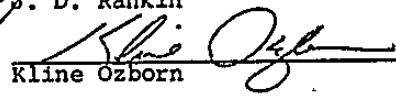
The warranty contained herein is made subject to the following exceptions:

1. Ad valorem taxes for the year 1980 which are to be paid all by the Grantors and None by the Grantees.
2. Zoning and sub-division regulation ordinance of the City of Canton, Mississippi.

The warranty herein does not extend to the oil, gas and other minerals in, on or under the within described property, but the Grantors nevertheless convey to the Grantees all of the oil, gas and other minerals owned by them immediately prior to the execution of this deed.

The Grantors warrant that the above described property is no part of their homesteads.

WITNESS OUR SIGNATURES on this the 13 day of August, 1980.


J. D. Rankin

Kline Ozborn

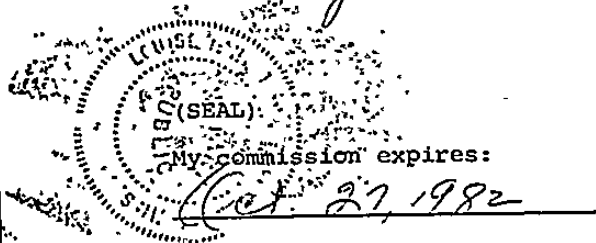
Book 170 Page 648 1/2

STATE OF MISSISSIPPI
COUNTY OF MADISON

This day personally appeared before me, the undersigned notary public in and for the aforesaid jurisdiction, J. D. RANKIN and KLINE OZBORN who each acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

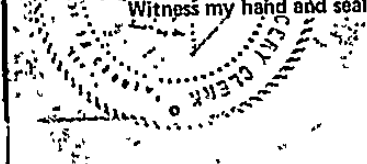
GIVEN UNDER MY HAND and official seal on this the 13 day of August, 1980.

Louise J. Heath
Notary Public



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office, this 14 day of August, 1980, at 3:40 o'clock P..M. and was duly recorded on the 14 day of AUG 18 1980, 19 80, Book No. 170 on Page 648 in my office.



Witness my hand and seal of office, this the 14 day of AUG 18 1980, 19 80.

BILLY V. COOPER, Clerk

By D. Wright, D.C.

E

WARRANTY DEED

3882

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, MADISON NICHOLS, the duly elected and appointed trustee of the named grantee church, do hereby convey and forever warrant unto MADISON NICHOLS, and his successors in office, as trustee(s) for GREATER FAITH CALVARY PENTECOSTAL CHURCH, former known as Bethesda Temple Apostolic Church, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 32 and that part of Lots 33, 34 and 35, lying south and west of Bachelor's Creek, all in HILLCREST SUBDIVISION, according to and as shown by the map or plat of said subdivision which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 3 at page 35, reference to which is hereby made in aid and as a part of this description. (Attached is a copy of the minutes, made in aid of and as a part of this instrument)

THIS WARRANTY is subject to:

1. City of Canton, County of Madison, and State of Mississippi ad valorem taxes for the year of 1980, and subsequent years.
2. Any interest in or to oil, gas and other minerals heretofore conveyed, excepted, and/or reserved by the Grantor's predecessors in title.
3. Rights of way and easements for public utilities.
4. The City of Canton, Mississippi Zoning Ordinance of 1958, and all amendments thereto.

WITNESS MY SIGNATURE on the 8TH day of August, 1980.

Madison Nichols
MADISON NICHOLS

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONAL APPEARED before me, the undersigned authority in and for said county and state, MADISON NICHOLS, who acknowledged to me that he did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal of office on this, the 14 day of August, 1980.

Billy V. Cooper
NOTARY PUBLIC
Chancery Clerk
by N. Wright, DC.

(SEAL) MY COMMISSION EXPIRES 1-5-84



MINUTES - AUGUST 8, 1979

WHEREAS, on August 8, 1979, Reverend John L. Merriweather, resigned as Pastor of Bethesda Temple Apostolic Church located at Canton, Mississippi; 551 Owens Street, and by a majority of the active members the said Madison Nichols was duly elected trustee of said Bethesda Temple Apostolic Church, now known as Greater Faith Calvary Pentecostal Church located at 551 Owens Street, Canton, Mississippi, which minutes are in my records as Secretary of this Church. The said Madison Nichols accepted said trusteeship.

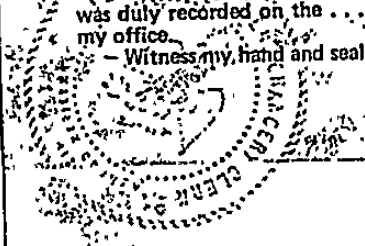
SIGNED this 8th day of August, 1979.

ELLA MAE NICHOLS
MRS. ELLA MAE NICHOLS

BOOK 170 PAGE 650

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 14 day of August, 1980, at 4:00 o'clock P. M., and was duly recorded on the AUG 18 1980 day of AUG 18 1980, 1980, Book No. 170 on Page 649 in my office.



- Witness my hand and seal of office, this the 14 day of August, 1980.

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

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, RICKARDT LEWANDOWSKI does hereby sell, convey and warrant unto DON H. GROSS and BARBARA J. GROSS, 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:

Part of Lot 20, LAKE LORMAN, according to the plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, as now recorded in Plat Cabinet 4 at Slot 29, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 20, and run Westerly along the South line of said Lot 20 a distance of 177.4 feet to the Southwest corner of said Lot 20; thence left through an interior angle of 22 degrees 03 minutes and run Northerly a distance of 23.8 feet; thence right through an exterior angle of 20 degrees 5 minutes 33 seconds and run Easterly, parallel with and 0.5 feet Northerly of a concrete drive way a distance of 100.0 feet; thence right through an exterior angle of 179 degrees 25 minutes and run Easterly 56.1 feet to the point of beginning.

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

Ad valorem taxes for the current year are prorated and assumed by the Grantees herein.

WITNESS my signature, this the 13th day of August, 1980.

Rickardt Lewandowski
Rickardt Lewandowski

STATE OF MISSISSIPPI
COUNTY OF LEAKE

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, RICKARDT LEWANDOWSKI, who acknowledged to me that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and seal, this the 13th day of August, 1980.

Neal Horne
Notary Public
My commission expires: 1st Mon. Jan. 1984

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15th day of August, 1980, at 9:00 o'clock A.M. and was duly recorded on the 15th day of AUG. 15, 1980, in Book No. 170 on Page 651. In Witness my hand and seal of office, this the 15th day of August, 1980.

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

M

BOOK 170 PAGE 652

3901

WARRANTY DEED

RECORDED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Robinson Homes, Inc., does hereby sell, convey and warrant unto Edward L. Robinson, in fee simple, the following land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 23, COUNTRY CLUB WOODS SUBDIVISION, PART III, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet A at Slide 165, reference to which is hereby made in aid of and as a part of this description, together with wall to wall carpet, range, dishwasher and disposal.

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

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

WITNESS the respective hand and signature of the undersigned Grantor hereto affixed on this the 14th day of August, 1980.

Robinson Homes, Inc.

Ed Robinson

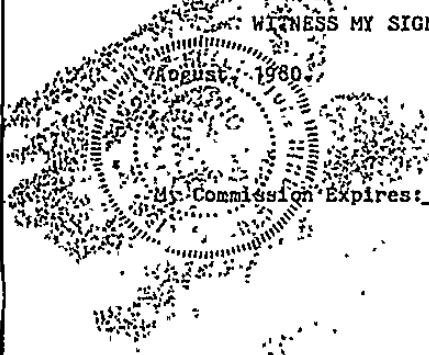
By: _____
PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in
and for the jurisdiction aforesaid, and while within my official jurisdiction,
Ed Robinson, personally known to me to be the PRESIDENT of
the within named Robinson Homes, Inc., who acknowledged that he signed, sealed
and delivered the above and foregoing instrument of writing on the day and for
the purposes therein mentioned for and on behalf of said corporation and as its
own act and deed, he having been first duly authorized so to do.

Book 170 Page 653

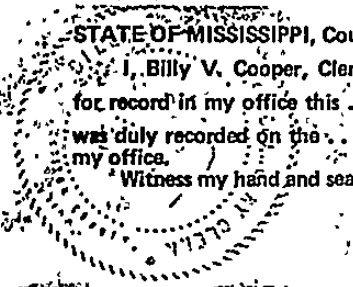
WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 14th day of



Joan M. Fullerton
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
for record in my office this 15 day of August, 19 80, at 9:00 o'clock A.M. and
was duly recorded on the 15 day of AUG 15 1980, 19 80, Book No 170 on Page 653 in
my office.



Witness my hand and seal of office, this the 15 day of AUG 15 1980, 19 80.

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

STATE OF MISSISSIPPI

COUNTY OF MADISON

ss.

TIMBER DEED

3903

For and in consideration of \$ 10.00, cash and in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned sell, convey, and warrant to Mississippi Wood, Inc., a Mississippi Corporation, all merchantable timber

standing, lying, and being upon the following described land, in Madison County, Mississippi, to-wit:

The E 1/2 of the NE 1/4, less 30 acres off the north end of section 36, township 12 north, range 3 east.

The W 1/2 of the NW 1/4, less 30 acres off the north end of section 31, township 12 north, range 4 east, less and except 6 acres, more or less, conveyed by Frank Mackey to Allen Clerk by deed dated April 17, 1934, recorded in Madison County Land Deed Book 9, page 79, described as follows: Commencing at the northeast corner of the S 1/2 of the W 1/2 of the NW 1/4, run thence south 210 yards, run thence west 140 yards, run thence north 210 yards, run thence east 140 yards to the point of beginning.

(Reserve two (2) seed pine trees to be designated by blue ribbon) (Reserve trees (look in pasture)

Together with the right of ingress and egress to, from, over, and across said land, and any adjoining land owned by grantors, for the purpose of cutting and removing said timber, or other purposes, at any time within a period of 24 months from the date hereof, and right to reasonable mill sites. The grantee shall not be responsible or liable for small or unmerchantable timber that is necessarily damaged in the cutting or removing of the timber conveyed herein.

Ms. Pricilla Gowdy Mackey, deceased Sept. 24, 1997 - Madison County Nursing Home, Canton, Miss.

WITNESS the signature of the grantor, on this the 30 day of July 1980

R.M. Mackey
Kathleen Mackey

STATE OF MISSISSIPPI

COUNTY OF madison

ss.

Before me, the undersigned authority in and for said county and state, this day personally appeared the within named R.M. & Kathleen Mackey who severally acknowledged that he signed and delivered the foregoing instrument on the date therein mentioned

Given under my hand and official seal, this 30 day of July 1980

My commission expires NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of August, 1980, at 9:00 o'clock A.M., and was duly recorded on the day of AUG 18 1980, Book No. 170 on Page 654 in my office.

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

FOR ASSIGNMENT

BILLY V. COOPER, Clerk

By ... D. C.

SEE BOOK 8 PAGE 734

BILLY V. COOPER, Chancery Clerk

By ... D. C.

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, GERALD D. STEWART, do hereby convey and warrant unto MARY McMORRIS the following described real estate situated in the City of Canton, Madison County, Mississippi, described as follows, to-wit:

Commencing at the point of intersection of the west line of Cowan Street with the south line of Mill Street when described with reference to map or plat of Treavis Subdivision now on file in Plat Book 3 at page 6 thereof in the Chancery Clerk's Office for Madison County, Mississippi, and run thence north 81 degrees 50 minutes west along the south line of Mill Street 120 feet to the point of beginning of the lot here conveyed, and from said point of beginning run thence south parallel to Cowan Street 150 feet to a stake, thence north 81 degrees 50 minutes west 50 feet to a stake, thence north parallel to Cowan Street 150 feet to the south line of Mill Street, thence south 81 degrees 50 minutes east along the south line of Mill Street 50 feet to the point of beginning; and intending to describe and convey lot on the south side of Mill Street which is 50 feet in width and which extends back south between parallel lines a distance of 150 feet.

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

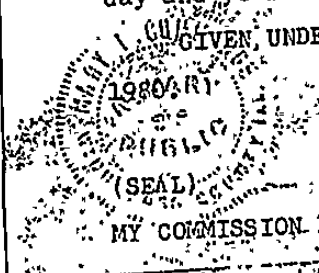
WITNESS MY SIGNATURE, this 6th day of August, 1980.

Gerald D. Stewart
GERALD D. STEWART

STATE OF ILLINOIS
COUNTY OF WINNEBAGO

PERSONALLY appeared before me, the undersigned authority in and for said county and state the within named GERALD D. STEWART, who acknowledged to me that he did sign and deliver the foregoing instrument on day and year therein mentioned as his act and deed.

GIVEN UNDER MY HAND and official seal, this 13th day of August,



NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR. 7 1982
ISSUED THRU ILLINOIS NOTARY ASSOC.

Mary T. Cummings
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR 7 1982
ISSUED THRU ILLINOIS NOTARY ASSOC.

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of August, 1980, at 9:20 o'clock A.M., and was duly recorded on the 15 day of AUG 18 1980, Book No. 170, on Page 655 in my office.
Witness my hand and seal of office, this the 15 day of AUG 18 1980, 19.....
BILLY V. COOPER, Clerk
By *B. Wright*....., D. C.

M

STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 170 PAGE 656

WARRANTY DEED

For and 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 acknowledged, I, Gladys B. Conner, convey and warrant unto Samuel Norman Mockbee, Jr. and Jacquelyn J. Mockbee, as joint tenants with a right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi:

That certain property conveyed to J.N. Stewart by King Lumber Industries by Deed dated November 2, 1957, recorded in Book 69 at page 266 of the land records of Madison County, Mississippi said two tracts being off of the North parts of Lots 60 and 62, East Center Street, and South of East North Street extended; AND,

A strip of land 200 feet wide off the North end of Lot 64 on the North side of East Center Street according to the official map of the City of Canton, Madison County, Mississippi;

The long established fences on the North, East and West constitute the boundary of the property line herein conveyed.

SUBJECT ONLY to the following:

1. Payment of taxes for the calendar year 1980, which are not due or payable until January 1981.
2. There is excluded from the warranty herein, any warranty as to ownership of oil, gas, or other minerals, but Grantor herein conveys all minerals owned by her herein.

Witness my signature this 15th day of August, 1980.

Gladys B. Conner
Gladys B. Conner

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the above county and state, Gladys B. Conner who acknowledged that she signed and delivered the foregoing Warranty Deed on the day and date therein mentioned as and for her free act and deed. Sworn to and subscribed before me this the 15th day of August, 1980.

B. Cooper
Notary Public



My commission expires;

3-27-1982

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15th day of August, 1980, at 11:40 o'clock A.M., and was duly recorded on the 15th day of AUG 18 1980, 1980, Book No. 170 on Page 656 in my office.

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

BILLY V. COOPER, Clerk

By n. Wright, D. C.

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, I, FRANK THOMPSON, JR. do hereby convey and warrant unto LEE A. THOMPSON, the following described property situated in Madison County, Mississippi, to-wit:

From the intersection point of the west right of way line of HWY I-55 and the north line of Section 3, Township 8 North, Range 2 East, run southwesterly along the said west right of way line of I-55 a distance of 503.6 feet to the point of beginning of the tract herein described:

From the point of beginning run west a distance of 1213.3 feet to the center line of a gravel road; run thence southwesterly along said center line a distance of 290 feet more or less to a point; run thence east a distance of 1321.3 feet to the west right of way line of Hwy I-55, thence northeasterly along said right of way line 235.5 feet to the point of beginning.

I intend to convey by this deed the same property conveyed me by Lula Mae Herron, et al on April 14, 1977 and which deed is of record in Land deed book 150 at page 783, office of the Chancery Clerk of Madison County, Mississippi.

Grantee agrees to assume the 1980 ad valorem taxes.

The above land is no part of my homestead.

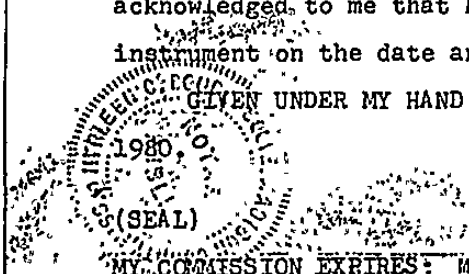
WITNESS MY SIGNATURE, this 9TH day of August, 1980.

Frank Thompson Jr.
FRANK THOMPSON, JR.

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state aforesaid, the within named FRANK THOMPSON, JR., who acknowledged to me that he did sign and deliver the above mentioned instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND SEAL of office, this 9th day of August,



Mylen C. Bruckburg
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of August, 1980, at 12:10 o'clock P.M., and was duly recorded on the AUG 18 1980 day of August, 1980, Book No. 170 on Page 657 in my office.

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

BILLY V. COOPER, Clerk

By B. V. Cooper, D. C.

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the assumption of all indebtedness due by the undersigned and evidenced by deed of trust in Book 432 at page 582 of the records of mortgages and deeds of trust on land in Madison County, Mississippi, WE, MICHAEL L. BROUSSARD and wife, ROBERTA V. BROUSSARD, do hereby sell, convey and warrant unto DOLAN D. SELF, JR., and wife, SARAH BETHEA SELF, as joint tenants with the full right of survivorship, and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, and more particularly described as follows, to-wit:

Lot 12, Treasure Cove, Part 1, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 6, page 17, reference to which is hereby made in aid of and as a part of this description.

This conveyance is executed subject to the following exceptions:

1. The warranty of this conveyance is subject to those certain protective covenants recorded in Book 426, page 22, and Book 10, page 534 of the records in the office of the Chancery Clerk of Madison County, at Canton, Mississippi.
2. The warranty of this conveyance is further subject to that certain right of way to Mississippi Gas and Electric Company, recorded in Book 7, page 94 of the aforesaid Chancery Clerk's records.
3. The warranty of this conveyance is further subject to the prior severance of all oil, gas and other minerals by predecessors in title.
4. The warranty of this conveyance is further subject to that certain easement recorded in Book 133, page 853, and to that certain

easement shown on the plat of the subdivision.

5. It is understood and agreed that the ad valorem taxes for the current year will be prorated with the Grantors paying 8/12ths of said taxes and the Grantees paying 4/12ths of said taxes.

6. Zoning Ordinances and Subdivision Regulations of Madison County, Mississippi.

EXECUTED this the 15th day of August, 1980.

Michael L. Broussard
MICHAEL L. BROUSSARD, GRANTOR

Roberta V. Broussard
ROBERTA V. BROUSSARD, GRANTOR

Dolan D. Self, Jr.
DOLAN D. SELF, JR., GRANTEE

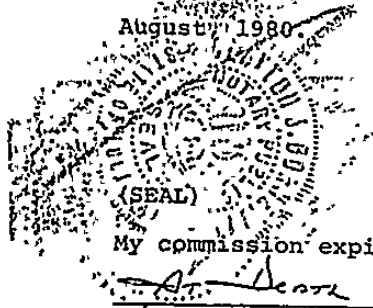
Sarah Bethea Self
SARAH BETHEA SELF, GRANTEE

STATE OF LOUISIANA
PARISH OF Jackson

Personally appeared before me, the undersigned authority in and for said county and state, the within named MICHAEL L. BROUSSARD and ROBERTA V. BROUSSARD, who acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 15th day of

August, 1980.



[Signature]
NOTARY PUBLIC

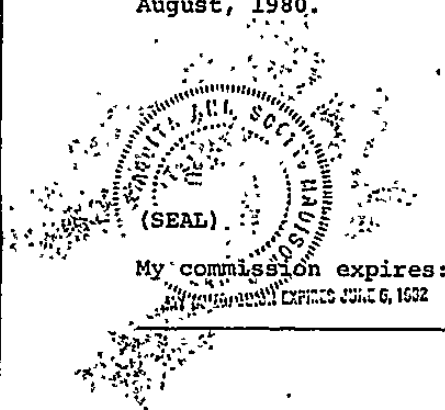
STATE OF MISSISSIPPI

BOOK 170 PAGE 660

COUNTY OF MADISON

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

Given under my hand and official seal, this the 15th day of August, 1980.



Aquita Ann Scott
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 15 day of August, 1980, at 3:35 o'clock P. M., and was duly recorded on the AUG 16 day of 1980, 19....., Book No. 170 on Page 658 in my office.
Witness my hand and seal of office, this the of AUG 16 1980....., 19.....
BILLY V. COOPER, Clerk
By B. Wright....., D. C.

BOOK 170 PAGE 661

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which being hereby acknowledged, the undersigned BILL N. LOWTHER and wife, REBECCA S. LOWTHER, do hereby sell, convey and warrant unto W & L Construction Co., Inc., a Mississippi corporation, the following described land and property lying and being situated in Madison County, Mississippi, to wit:

Lot 100, Natchez Trace Village, Madison County, Mississippi, according to the plat which is attached hereto as Exhibit "A" and made a part hereof as though fully copied herein in words and figures, and being particularly described by metes and bounds as follows, to-wit:

Commence at the Southwest Corner of the T.M. Harkins property as recorded in Deed Book 117 at page 156 of the Chancery records of Madison County, Mississippi, and run South 15 degrees 49 minutes West 51.73 feet to an iron bar marking the intersection of the East right of way line of Kiowa Drive with the South right of way line of Mescalero Way, run thence South 89 degrees 17 minutes East along the South right of way line of Mescalero Way, 156.98 feet to an iron bar marking the Northwest Corner of and the POINT OF BEGINNING for the peroperty herein described; continue thence South 89 degrees 17 minutes East along the South right of way line of Mescalero Way, 140.51 feet to an iron bar; run thence South 8 degrees 29 minutes West 201.87 feet to an iron bar; run thence North 89 degrees 17 minutes West 113.25 feet to an iron bar; run thence North 0 degrees 43 minutes East 200.06 feet to the POINT OF BEGINNING, containing 0.58 acres, more or less; and being situated in the Southeast Quarter (SE $\frac{1}{4}$) of Section 15, Township 7 North, Range 2 East, Madison County, Mississippi.

There is excepted from the warranty of this conveyance all zoning ordinances, building restrictions, protective covenants, mineral reservations and conveyances, and rights-

J. W.
Adm
BNL

of-way or easement of record affecting said property including all easements and reservations on the recorded plat.

It is understood and agreed that the Grantee herein assumes and agrees to pay all ad valorem taxes for the year 1980 and subsequent years in ownership.

The warranty of this conveyance is subject to the protective covenants which are attached hereto as Exhibit "B" and made a part hereof as though fully copied herein in words and figures.

The warranty of this conveyance is further subject to the prior severance of fourfifths of the oil, gas and other minerals by predecessors in title.

Grantees and their successors in title agree with the grantors and their successors in title that should the grantors in their absolute discretion, determine to install a sewer system, the grantees will pay their pro rata share of the costs of said sewer system.

WITNESS our signatures, this the 12th day of August, 1980.

Bill N. Lowther

BILL N. LOWTHER

Rebecca S. Lowther

REBECCA S. LOWTHER

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for said county and state, the within named BILL N. LOWTHER and wife, REBECCA S. LOWTHER, who each acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and in the year

therein mentioned.

GIVEN under my hand and seal of office, this the 12th .
day of August 1980.

Robert L. Maddox
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES JULY 13, 1981



N

SW CORNER OF THE
T.M. HAZKING PROPERTY
AS RECORDED IN DB 117 PAGE 156

Sheet 151 PAGE 378

MESCALERO WAY

KIOWA DRIVE

156.50
S 89° 17' E

S 89° 17' E - 140.51'

N 00° 43' E - 200.06'

S 08° 20' W - 201.87'

0.58 ACRES ±
Lot 100

N 89° 17' W - 113.25'

FIND IRON BAR

FIND IRON BAR

PLAT OF SURVEY

LEWIS CULLEY, JR.

SITUATED IN THE SE 1/4 OF SECTION 15, T7N-R2E,
MADISON COUNTY, MISSISSIPPI

CASE & ASSOCIATES, INC.
REGISTERED LAND SURVEYORS
JACKSON, MISS. SCALE 1" = 40' JUNE 21, 1977



Exhibit "A"

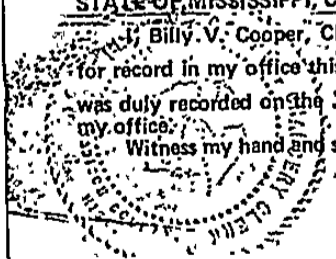
PROTECTIVE COVENANTS AFFECTING NATCHEZ TRACE VILLAGE

1. The property conveyed herein shall be known and described as residential property and no structure shall be erected, placed, altered, or permitted to remain on said lot other than a residential building meeting the specifications and requirements hereinafter set out; however, nothing herein contained shall be construed in such a way as to prohibit the continued use and maintenance of a water well or pumping system to be installed in and around the property, provided the operation of said wells and water system over and across any of the property does not interfere with the construction of homes on any of the lots.
2. No dwelling house shall be constructed on the said lot having an area of less than 1,800 square feet of living area for a one story house, nor having less than 1,200 square feet of living on the lower floor of a one and one-half or a two story house.
3. No noxious or offensive activities shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No type structure shall be erected on any of the lots in said subdivision without prior submission of the plans and specifications to the Board of Governors of Natchez Trace Village, hereinafter provided for, and approval of such structure must hereinafter be obtained from the said Board of Governors prior to construction.
5. No changes or alterations shall be made after the original construction of the structure on a lot until such plans and specifications for the alterations have been submitted to, and approved, in writing, by the Board of Governors of Natchez Trace Village as said Board is hereinafter set out.
6. The owner of the property shall keep the grass on said property neatly cut and shall keep the property free of weeds, litter and rubbish of all kinds.
7. All septic tanks shall be installed in accordance with the requirements of the Mississippi State Board of Health.
8. No trailer, other than a boat trailer, shall be placed or maintained on said property.
9. This property may not be resubdivided; however, nothing herein contained shall prevent the owner of two (2) adjoining lots from treating the combined area of the two (2) lots as one (1) building lot, in which event the set back line for building purposes shall be construed and interpreted to apply to the outside lines of the two (2) combined lots and not to the line which is common to both lots.
10. No dwelling shall be located on any residential lot nearer than 50 feet to the front lot line, nor nearer than 25 feet to any side lot line.
11. It is understood and agreed that the land conveyed herein shall be bound by those Protective Covenants and by rules and regulations formulated by the Board of Governors of Natchez Trace Village. The Board of Governors of Natchez Trace Village shall consist of five (5) persons, who must be property owners in the area known as Natchez Trace Village. The Board of Governors shall be the governing body to represent the property owners in Natchez Trace Village, and members of the Board of Governors shall be elected at the Annual Meeting of the property owners. The date of the Annual Meeting, the term of office of the members of the Board of Governors, and the procedure for electing members to the Board of Governors shall be determined by the Board of Governors and shall be set forth in the Bylaws of an association of the property owners in Natchez Trace Village, to be known as the Natchez Trace Village Property Owners Association. At meetings of the property owners in Natchez Trace Village, a property owner shall have the right to cast one (1) vote for each lot owned in Natchez Trace Village. If a lot has more than one owner, said owners shall be entitled to only one (1) vote. Any member of the Board of Governors shall be elected by a majority of the lot owners voting at the meeting.
12. The Board of Governors may make such rules and regulations affecting the use of the subject property as they so desire, said rules and regulations to include, but are not limited to the following:
 - (a) Any structure for mooring boats to be erected shall be first submitted to the Board of Governors with complete plans and specifications, which specifications shall require construction of treated lumber and said structure must be approved by the Board of Governors as to the width, height, location, design and specifications of any structure. No structure of wood shall be erected that is not neatly painted with two (2) coats of paint. No pier or any other structure shall be erected or shall extend into the lake abutting the property, said lake being known as the Natchez Trace Village Lake.
 - (b) With the permission of the Board of Governors lot owners may permit guests to maintain boats on their property, provided that such privileges do not interfere with the other property owners rights and privileges; however, no boat of any kind owned by any person other than the owner of the lot in the hereinabove described land shall be allowed to be moored or maintained in any adjacent water on a permanent basis.
 - (c) The owner of each lot except the owner of Natchez Trace Village shall annually pay a maintenance charge for the purpose of creating a fund to be known as the "Natchez Trace Maintenance Fund". The amount of the annual charge may be fixed by the Board of Governors but, in no event, shall exceed Fifty Dollars and 00/100 (\$50.00) per year, per lot. The purpose of the maintenance fund, among other things, may include but is not limited to the upkeep of public right-of-ways, insect control, employment of a watchman, repair and maintenance of any facility designed for the benefit of the property owners in the subdivision and the payment of any taxes on any facility which provides for the general benefit of the lot owners.
 - (d) The Board of Governors shall have the power and authority to formulate rules and regulations in addition to those herein set out, which rules and regulations in the opinion of the Board of Governors shall add to the beneficial use of the subject property and shall contribute to the safety and beauty of the property.
13. All homes shall be for the purposes of single family residential dwellings.
14. The owner of the lot conveyed herein shall have the perpetual right to use the entire lake known as Natchez Trace Village Lake, and the owners of lots abutting on the lake shall use their lot as a means of ingress and egress to said lake. As to owners of lots which do not abut the lake, said owner shall be provided, along with other owners of lots not abutting the lake, with a common means of ingress and egress to the lake.
15. All homes constructed on corner lots must face the point of intersection of the two streets abutting said lot.
16. No entrance to any garage or carport shall face the street which abuts said lot.
17. Enforcement shall be by proceedings at law or in equity against any person violating, or attempting to violate any covenant.
18. Invalidation of any of these covenants by judgment or court order shall, in no wise, affect any of the other provisions which shall remain in full force and effect.
19. These covenants shall run with the land and shall be binding on all persons for a period of twenty-five (25) years from the date of this instrument, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by two-thirds (2/3) of the then owners of the lots in Natchez Trace Village has been recorded, agreeing to the change in said covenants in whole or in part, or to revoke the covenants entirely.

151 PAGE 3/19
BOOK 170 PAGE 685

151 PAGE 380

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of August, 1980, at 9:00 o'clock A.M. and was duly recorded on the 19 day of August, 1980, Book No. 170 on Page 661. in my office.

Witness my hand and seal of office, this the 21 day of August, 1980.

BILLY V. COOPER, Clerk

By *[Signature]*, D. C.

Exhibit "B"

Book 170 Page 666

BOOK 170 PAGE 666

WARRANTY DEED

M

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 SMITHWICH HOMES, INC., a corporation, does hereby sell, convey and warrant unto W. BOYCE CRAIG, and wife, CONNIE V. CRAIG, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Lot 33, Treasure Cove Subdivision, Part 2, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B at Page 17, reference to which is hereby made in aid of and as a part of this description.

THE WARRANTY OF THIS CONVEYANCE is subject to all easements, mineral reservations, restrictive covenants and zoning ordinances of record pertaining to said property.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date on an estimated basis.

WITNESS THE SIGNATURE OF THE CORPORATION, this the 15th day of August, 1980.

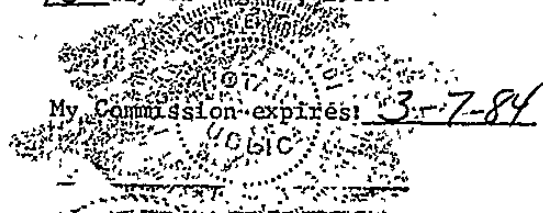
SMITHWICH HOMES, INC.

BY: Bill J. Smith
BILL J. SMITH, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the jurisdiction aforesaid, BILL J. SMITH, President of the above named SMITHWICH HOMES, INC., a corporation, who acknowledged that for and on behalf of said corporation he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein writted as the act and deed of said corporation, being thereunto first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15th day of August, 1980.



Charlotte B. Landing
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18th day of August, 1980, at 9:00 o'clock A.M., and was duly recorded on the 18th day of AUG 21 1980, Book No. 170 on Page 666 in my office.

Witness my hand and seal of office, this the 18th day of August, 1980.

BILLY V. COOPER, Clerk

By N. Wright, D.C.

BOOK 170 PAGE 667

3919

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten. (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and for the further consideration that Grantees, by their acceptance of this deed, assume and agree to pay, as and when due and payable, all amounts owing on the indebtedness secured by that certain deed of trust outstanding against said property executed by Charles E. Harper, Jr. and wife, Elizabeth C. Harper, in favor of Unifirst Federal Savings and Loan Association, dated November 3, 1976, in the original principal sum of \$45,000.00, and recorded in Deed of Trust Book 424 at Page 175 of the records in the office of the Chancery Clerk of Madison County, Mississippi, the undersigned CHARLES E. HARPER, JR. and wife, ELIZABETH C. HARPER, do hereby convey and warrant unto JOHN WARREN WHITE and CAROLYN C. WHITE, Husband and Wife, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in Madison County, Mississippi, described as follows, to-wit:

Lot 29, Sandalwood Subdivision, Part 2, 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 Book 5 at Page 40, reference to which is hereby made in aid of and as a part of this description.

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

For the considerations named herein, the Grantors do hereby sell, assign and deliver unto the Grantees all of their right, title and interest in and to any and all escrow funds held by the

beneficiary of the deed of trust for the payment of taxes and insurance.

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

Book 170 Page 638

WITNESS our signatures, this the 15th day of August, A.D., 1980.

Charles E. Harper, Jr.
CHARLES E. HARPER, JR.

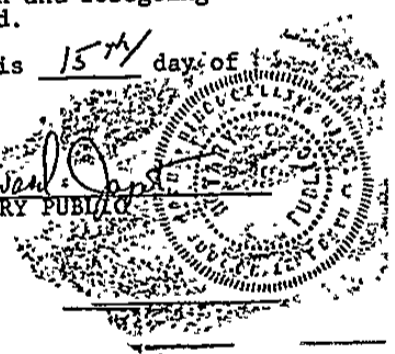
Elizabeth C. Harper
ELIZABETH C. HARPER

STATE OF MISSISSIPPI
COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned Notary Public in and for said County and State, the within named CHARLES E. HARPER, JR. and wife, ELIZABETH C. HARPER, who acknowledged that they signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 15th day of August, A.D., 1980.

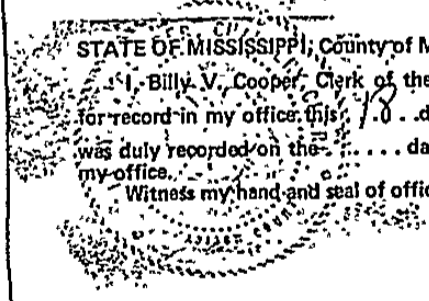
Margaret Howard
NOTARY PUBLIC



My Commission Expires:
My Commission Expires June 11, 1983

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office, this 15th day of August, 19 80, at 9:00 o'clock a.M., and was duly recorded on the 170 day of AUG 21 1980, 19 80, Book No. 170 on Page 667. in my office.
Witness my hand and seal of office, this the 15th day of August, 19 80.



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

WHEREAS, on the 25th day of July, 1979, HUGH SCOTT BUILDER, INC. became justly indebted to FIRST NATIONAL BANK OF JACKSON, Jackson, Mississippi, and did, on that date, for the purpose of securing said indebtedness, execute its certain Deed of Trust to T. HARRIS COLLIER, III, Trustee for FIRST NATIONAL BANK OF JACKSON, Jackson, Mississippi, conveying in trust to the aforementioned Trustee, the hereinafter described property; which said Deed of Trust is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Book 460 at Page 581 thereof; and,

WHEREAS, default has been made in the payment of the indebtedness secured by said Deed of Trust, and the beneficiary thereof having exercised the option in such case provided; and having declared the entire unpaid balance of said indebtedness immediately due and payable; and,

WHEREAS, after having advertised said sale in all respects as required by law and the terms of said Deed of Trust, the advertisement including posting of Trustee's Notice of Sale at the South Entrance of the County Courthouse in Canton, Mississippi, for at least four consecutive weeks preceding the sale, and the publication of Trustee's Notice of Sale in the Madison County Herald, a Newspaper having circulation in Madison County, Mississippi, for four consecutive weeks preceding the sale, the undersigned did, within legal hours on Friday, August 15, 1980, at the South Entrance of the County Courthouse of Madison County at Canton, Mississippi, offer for sale at public auction for cash to the highest and best bidder, the hereinafter described land and property in the manner required by law and the terms of the aforementioned Deed of Trust; and,

WHEREAS, at the time and place aforementioned, the undersigned received from the hereinafter named Grantee, a bid of \$54,100⁰⁰, which was the highest bid for cash for said land and property and the said bidder was then and there declared to be the purchaser thereof;

NOW, THEREFORE, in consideration of the sum of \$54,100⁰⁰ cash in hand paid, the receipt of which is hereby acknowledged, the undersigned does hereby sell and convey unto FIRST NATIONAL BANK OF JACKSON, JACKSON, MS. the following described land and property as located in Madison County, Mississippi, declared as follows, to-wit:.

Lots, 27, 28, 32 & 33, TREASURE COVE, Part 3, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Slide B-33, reference to which is hereby made in aid of and as a part of this description.

WITNESS MY SIGNATURE, this 15th day of August, 1980.

T. Harris Collier, III
T. Harris Collier, III
Trustee

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, T. Harris Collier, III, Trustee, who acknowledged that he signed and delivered the foregoing Deed on the day and year thereof as a free and voluntary act and deed as the act and deed of said Trustee, on the day and year therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office, this the 15th day of August, 1980.

[Signature]
Notary Public

My Commission Expires:
My Commission Expires Jan. 22, 1981



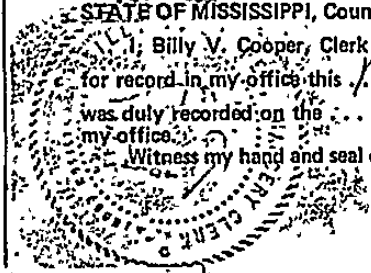
STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18th day of August, 1980, at 9:20 o'clock A.M., and was duly recorded on the AUG 21 1980 day of AUG 21 1980, 19....., Book No. 170 on Page 670 in my office.

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

BILLY V. COOPER, Clerk

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



M

3922

BOOK 170 PAGE 671

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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, MITCHELL HOMES, an Alabama General Partnership composed of Nuco Southeast Corporation, a Delaware Corporation, and The Mitchell Company, an Alabama Partnership composed of Armay Development Corporation, a Delaware Corporation, Marbit Incorporated, a Delaware Corporation, and Luco Development Incorporated, a Delaware Corporation, acting by and through its General Partner, The Mitchell Company, which Company is acting by and through its General Partner, Armay Development Corporation, does hereby sell, convey and warrant unto ROBERT HUBERT SOUKUP, JR. and MARGARET B. SOUKUP, as joint tenants with full rights of survivorship and not as tenants in common, the land and property which is situated in Madison County, Mississippi, described as follows, to-wit:

Lot 32, Country Club Woods Subdivision, Part III, a subdivision according to the official map or plat thereof which is of record and on file in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet A at Slide 165, reference to which is hereby made in aid of and as a part of this description.

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

THIS CONVEYANCE is subject to any and all recorded building restrictions, right of ways, easements, mineral reservations, or restrictive covenants applicable to the above described property.

WITNESS the respective hand and signature of the undersigned
Grantor hereto affixed on this the 15th day of August 19 80.

MITCHELL HOMES, an Alabama
General Partnership

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

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

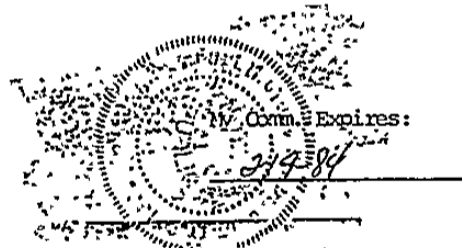
By: *Fred Griffin*
FRED GRIFFIN, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE on this the
15th day of August, 19 80.

Jean M. Fullerton
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
for record in my office this 18 day of August, 19 80, at 9:00 o'clock am and
was duly recorded on the 18 day of AUG 21 1980, 19 80, Book No. 170 on Page 671 in
my office. AUG 21 1980

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

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

AN ORDINANCE CLOSING AND VACATING A CERTAIN STREET
IN THE CITY OF RIDGELAND, MISSISSIPPI

BE IT ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF RIDGELAND, MISSISSIPPI:

SECTION 1. That the below described section of street in
the City of Ridgeland, Mississippi, is no longer needed or used
for public purposes and the same has never been opened or used
for street purposes. Said section of street is described as
follows, to-wit:

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

Beginning at the NW corner of Lot 46, Ridgeland
East Subdivision, Part 1, in the City of
Ridgeland, Madison County, Mississippi, run thence
N 89° 57' E 120.0 feet to the NE corner of said
lot, run thence N 0° 03' W 50.0 feet to the SE
corner of Lot 45 of said subdivision; run thence S
89° 57' W 120.0 feet to the SW corner of said Lot
45, run thence S 0° 03' E 50.0 feet to the point of
beginning, being the section of street between
Lots 45 and 46, Ridgeland East Subdivision, Part
1, Ridgeland, Madison County, Mississippi.

SECTION 2. That the said section as described is hereby
closed and vacated and revert to the abutting landowners;
however, the City of Ridgeland, Mississippi, does reserve a
perpetual right-of-way and easement on and across said section
of street as described above for the purpose of laying,
constructing, maintaining and replacing utility lines and other
public utilities.

SECTION 3. That the Ordinance shall be published and take
effect as provided in Section 21-37-7, Mississippi Code 1972
Annotated.

ORDAINED by the Mayor and Board of Aldermen of the City of
Ridgeland, Mississippi, in regular session assembled on this the

15th day of July, 1980.

CITY OF RIDGELAND

S/ H. B. Woolcott
Mayor

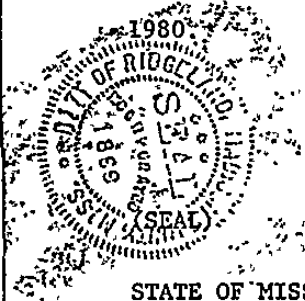
ATTEST:

Marcella Cannon
City Clerk

CERTIFICATE

I, Marcella Cannon, Clerk of the City of Ridgeland, Mississippi, do hereby certify and attest that the foregoing Ordinance was adopted on July 15, 1980, at a regular meeting of the Mayor and Board of Aldermen of the City of Ridgeland, City Hall, Ridgeland, Mississippi.

WITNESS MY SIGNATURE and Seal on this the 11 day of August

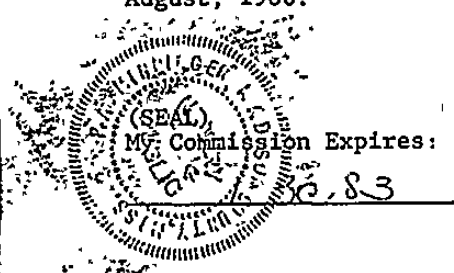


Marcella Cannon
MARCELLA CANNON, Clerk
City of Ridgeland, Mississippi

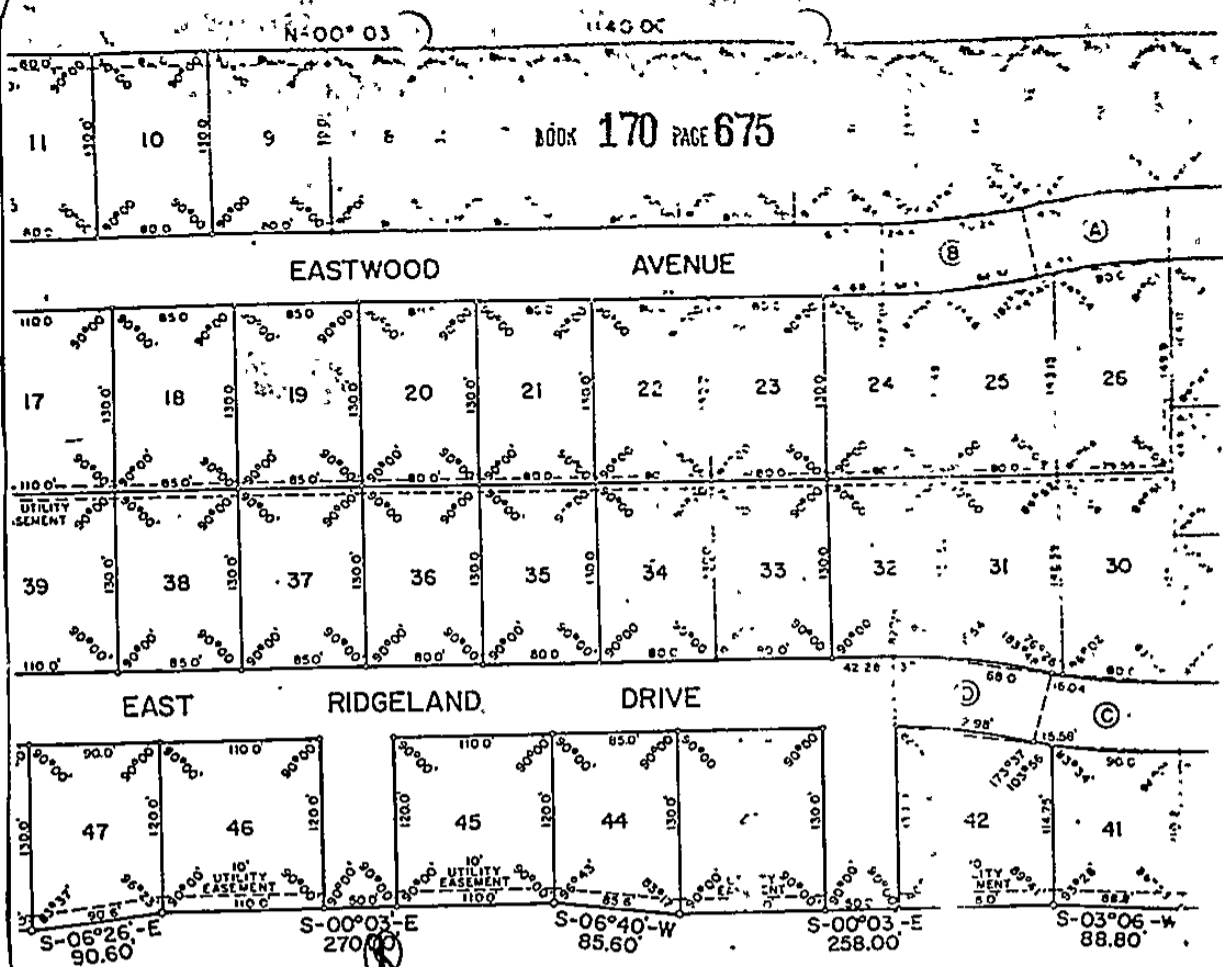
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid jurisdiction, the within named MARCELLA CANNON, Clerk of the City of Ridgeland, Mississippi, who acknowledged that she signed the above and foregoing Certificate on the date and for the purposes therein mentioned.

GIVEN UNDER MY HAND and official seal on this the 11th day of August, 1980.



P.A. Minning
NOTARY PUBLIC



I, Civil Engineer, do hereby certify that at the request of George C. Baile, President, and W. J. Hinds Construction Co., Inc., the Owner, I have subdivided and platted the following described land in Section 30, Township 7 North, Range 2 East, Madison County, Mississippi, and being more

follows:
southwest corner of Lot 11, Ridgeland Park Subdivision, as recorded in the Office of Chancery Clerk, Book 4 at Page 4, Canton, Mississippi, turn thence right 25 degrees 30 minutes off the south line of Lot 11, Ridgeland Park Subdivision, and run south 64 degrees 19 minutes east for a distance of 142.20 feet to a point on the right of way line of School Street, and further being the point of beginning for the description described as follows:

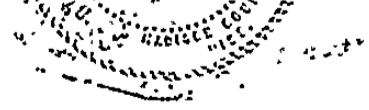
Run south 09 degrees 03 minutes east for a distance of 625.00 feet to a point; turn thence through a deflection angle of 89 degrees 52 minutes to the right and run south 00 degrees 05 minutes east for a distance of 88.80 feet to a point; turn thence through a deflection angle of 03 degrees 11 minutes to the right and run south 00 degrees 03 minutes east for a distance of 258.00 feet to a point; turn thence through a deflection angle of 03 degrees 43 minutes to the right and run south 06 degrees 40 minutes west for a distance of 85.60 feet to a point; turn thence through a deflection angle of 06 degrees 23 minutes to the left and run south 00 degrees 03 minutes east for a distance of 90.60 feet to a point; turn thence through a deflection angle of 06 degrees 23 minutes to the left and run south 00 degrees 03 minutes east for a distance of 260.00 feet to a point; turn thence through a deflection angle of 24 degrees 29 minutes to the right and run north 65 degrees 34 minutes west for a distance of 440.00 feet to a point; turn thence through a deflection angle of 06 degrees 03 minutes to the right and run north 06 degrees 03 minutes west for a distance of 1,140.00 feet to the point of beginning.

Done on this the 17 day of November, 1970.
William B. Ketchum



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of August, 1980, at 9:00 o'clock A.M., and was duly recorded on the 18 day of AUG 21, 1980, Book No. 170 on Page 673 in my office.
Witness my hand and seal of office, this the 18 day of AUG 21, 1980, 1980.



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

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Ronald Auburn Watkins and wife, Sandra A. Watkins, do hereby sell, convey and warrant unto Willie Joe Ribbro, III, single and Edna Earl Coleman, single, as tenants in common, the following land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 21, Pear Orchard Subdivision, Part 5, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Book 6 at page 10, reference to which is hereby made in aid of and as a part of this description.

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

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

WITNESS the respective hand and signature of the undersigned Grantors hereto affixed on this the 25th day of July, 1980.

Ronald Auburn Watkins
Ronald Auburn Watkins

Sandra A. Watkins
Sandra A. Watkins

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Ronald Auburn Watkins and wife, Sandra A. Watkins, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 25th day of July, 1980.

Patricia R. Alexander
NOTARY PUBLIC

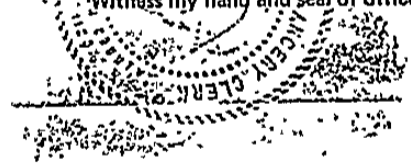
My Commission Expires: 6-08-83



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of August, 1980, at 9:00 o'clock A.M., and was duly recorded on the 18 day of AUG 21 1980, 19....., Book No. 70 on Page 676 in my office.

Witness my hand and seal of office, this the of AUG 21 1980, 19.....



BILLY V. COOPER, Clerk

By [Signature] D. C.

WARRANTY DEED

BOOK 125 PAGE 459

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NO 3106

For a valuable consideration, the receipt of which is hereby acknowledged, I, Nelson Cauthen, do hereby convey and warrant unto Elizabeth D. Cauthen, Trustee (three-fourths (3/4ths) of the following described property for Trust No. One, and one-fourth (1/4) of the following described property to Trust No. Two) the following described property lying and being situated in Madison County, Mississippi, to-wit:

My undivided one-half (1/2) interest in and to the following described property:

Northwest Quarter of Section 29; and North-half of Section 30 LESS $N\frac{1}{2}$ of $NW\frac{1}{4}$ of $NW\frac{1}{4}$ thereof; and a strip of land six chains and eighty links wide off the north end of the South-Half of Section 30; all in Township 8 North, Range 3 East. All that part of a strip of land six chains and eighty links wide off of the north end of the Northeast Quarter of Southeast Quarter of Section 25 which lies east of the gravel road, all in Township 8 North, Range 2 East. LESS AND EXCEPT 1.75 acres of said land which lies South of a fence along the South boundary line of said tract which 1.75 acres was conveyed by P. H. Hawkins and Nelson Cauthen to W. B. Ridgeway by deed dated September 19, 1959.

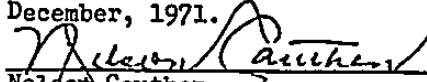
The trustee shall have the power to deal with this property, as far as third parties are concerned, as if Elizabeth D. Cauthen were the sole owner thereof.

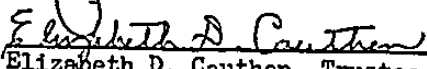
No person purchasing, renting, or leasing any of the property of the trusts, or in any manner dealing with the trusts or with the trustee, shall be required to inquire into the authority of the trustee to enter into any transaction, or to account for the application of any moneys paid to the trustee on any account.

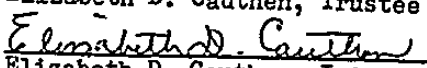
Said Trust No. One and Trust No. Two are those trusts created today by the grantor and grantee herein.

Witness the signature of the grantor, and also the signature of the grantee, and of Elizabeth D. Cauthen, individually, to show her consent to this conveyance.

This, the 30th day of December, 1971.


Nelson Cauthen


Elizabeth D. Cauthen, Trustee


Elizabeth D. Cauthen, Individually

State of Mississippi

BOOK 125 PAGE 460

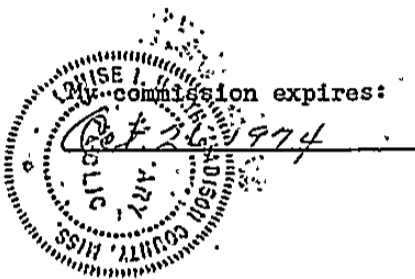
County of Madison

Personally appeared before me, the undersigned authority in and for said County and State, the within named Nelson Cauthen, Elizabeth D. Cauthen, Trustee, and Elizabeth D. Cauthen, Individually, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as and for their act and deed.

BOOK 170 PAGE 879

Given under my hand and seal of office, this, the 30 day of December, 1971.

Louise L. Heath
Notary Public



STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of December, 1971, at 3:30 o'clock P.M., and was duly recorded on the 4th day of Jan., 1972, Book No. 125 on Page 459 in my office.

Witness my hand and seal of office, this the 4 of January, 1972

W. A. SIMS, Clerk.
By Gladys Spence, D. C.

TRUST AGREEMENT

Trust Agreement made December 30, 1971 between Nelson Cauthen, hereinafter called the grantor and Elizabeth D. Cauthen, hereinafter called the trustee.

1. TRUST PROPERTY: The grantor, desiring to create trusts for the benefit of his adult children and for other good and valuable consideration, the receipt of which is hereby acknowledged, hereby irrevocably assigns to the trustee property which will be hereafter conveyed, transferred and assigned to said trustee, hereinafter termed the trust property, in trust, for the purposes and on the conditions hereinafter stated.

2. DISPOSITIVE PROVISIONS: The beneficial interest in said trust fund shall belong one-fourth (1/4) each to Nelson Cauthen, Jr., Charles Alexander Cauthen, and Frances Elizabeth Cauthen with the right of survivorship and not as tenants in common, and shall be known as the First Trust. The remaining one-fourth (1/4) interest shall belong to Nelson Cauthen, Jr., Charles Alexander Cauthen, and Francis Elizabeth Cauthen with the right of survivorship and not as tenants in common, and shall be known as the Second Trust. The trustee shall hold, manage and invest the trust property, and shall collect and receive the income thereof, and after deducting all necessary expenses incident to the administration of the trusts, shall dispose of the principal and income of the trusts as follows:

(a) The trustee shall pay the entire net income of each of the trusts annually on January 1st of each year, to the primary beneficiaries of such trust; provided that there shall be paid over absolutely to such beneficiary his or her part of the corpus of the trusts or some part of his or her part whenever any of the beneficiaries make written request for all or part of the corpus which belongs to them from said trusts. Upon

delivery by the trustee upon said request, all duties of said trustee as to that part of the corpus shall, of course, cease.

(b) Notwithstanding anything hereinabove contained to the contrary, if at any time while the trusts herein created are in force any financial emergency arises in the affairs of either of the primary beneficiaries of such trusts, or if the independent income of either of such beneficiaries (exclusive of the income from any trust herein or otherwise created for his or her benefit by the grantor) and all other means of support are insufficient for the support of such beneficiary, in the sole judgment of the trustee, the trustee may spend for the benefit of such beneficiary out of the corpus of the trust for his or her benefit, at any time and from time to time, such sum or sums as the trustee shall deem necessary or appropriate in her discretion.

3. TRUSTEE'S POWER: In the administration of the trusts, the trustee shall have the following powers, all of which shall be exercised in a fiduciary capacity, primarily in the interest of the beneficiaries:

(a) To hold and continue to hold as an investment the property received hereunder, and any additional property which may be received by her, so long as she deems proper, and to invest and reinvest in any securities or property, deemed by her to be for the best interest of the trusts and the beneficiaries hereunder, without being limited to trust or chancery investments provided by law, and notwithstanding that the same may constitute leasehold, royalty interests, interests in mines, oil and gas wells, or timber lands, or other wasting assets, and without any responsibility for any depreciation or loss by or on account of such investments, but the trustee is forbidden to invest in nonincome-producing property or life insurance.

(b) To rent or lease any property of the trusts for such time and upon such terms and for such price or prices as in her discretion and judgment may seem just and proper and for the

best interest of the trusts and the beneficiaries hereunder, irrespective of the provisions of any statute or of the termination of any trust.

(c) To sell and convey any of the property of the trusts or any interest therein, or to exchange the same for other property, for such price or prices and upon such terms as in her discretion and judgment may be deemed for the best interest of the trusts and the beneficiaries hereunder, and to execute and deliver any deed or deeds (with or without warranty), receipts, releases, contracts, or other instruments necessary in connection therewith.

(d) To make all repairs and improvements at any time deemed necessary and proper to and upon real property constituting a part of the trusts, and to build, construct, and complete any building or buildings upon such property which in her discretion and judgment may be deemed advisable and proper and for the best interests of the trusts and the beneficiaries hereunder, and to determine the extent to which the cost of such repairs and improvements shall be apportioned as between corpus and income.

(e) To deduct, retain, expend, and pay out of any money belonging to the trusts any and all necessary and proper expenses in connection with the operation and conduct of the trusts, and to pay all taxes, insurance premiums, and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against, the trusts.

(f) To vote upon all securities belonging to the trusts, and to become a party to any stockholders' agreements deemed advisable by her in connection with such securities.

(g) To consent to the reorganization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company, or association, or to the sale, mortgage, or lease of the property thereof or any part thereof, any of the securities

or other property of which may at the time be held by her hereunder, and to do any act or exercise any power with reference thereto that may be legally exercised by any persons owning similar property in their own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender, or exchange of securities, the entrance into voting trusts, and the making of agreements or subscriptions which she may deem necessary or advisable in connection therewith, all without applying to any court for permission so to do, and to hold and redeem or sell or otherwise dispose of any securities or other property which she may so acquire.

(h) To compromise, settle, arbitrate, or defend any claim or demand in favor of or against the trusts; to enforce any bonds, mortgages, security agreements, or other obligations or liens held hereunder; and to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims, or controversies as she may deem necessary or advisable.

(i) To incur and pay the ordinary and necessary expenses of administration, including (but not by way of limitation) reasonable attorneys' fees, accountants' fees, investment counsel fees, and the like.

(j) To act hereunder through an agent or attorney-in-fact, by and under power of attorney duly executed by the trustee, in carrying out any of the powers and duties herein authorized.

(k) To borrow money for any purposes of the trusts, or incidental to the administration thereof, upon her bond or promissory note as trustee, and to secure the repayment thereof by mortgaging, creating a security interest in, or pledging or otherwise encumbering any part or all of the property of the trusts, and, with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability.

(l) To lend money to any person or persons upon such terms and in such ways and with such security as she may deem advisable for the best interest of the trusts and the beneficiaries hereunder.

(m) To engage in business with the property of the trusts as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership.

(n) To determine the manner in which the expenses incidental to or in connection with the administration of the trusts shall be apportioned as between corpus and income.

(o) To make any division or distribution required under the terms of this agreement in kind or in money, or partly in kind and partly in money, and to that end to allot to either trust such corporate shares, securities, or other property, real or personal, as to her seems proper in her absolute discretion, and her judgment as to the value of such shares, securities, or other property so allotted shall be conclusive on all parties. The trustee shall not be required to make physical division of the funds except when necessary for distribution of corpus, but may, in her discretion keep the corpus of the trusts in one or more consolidated funds in which the separate trusts have undivided interests. The trustee shall not be required to make any provision on account of the diminution or increase in value of any securities or investments at any time constituting a part of the trusts herein created, or for depreciation in respect of any tangible property, or for the purpose of amortizing or making good any amounts paid in premiums on the purchase of securities or of any other property.

(p) The trustee may freely act under all or any of the powers by this agreement given to her in all matters concerning

the trusts herein created, after forming her judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the trusts and the beneficiaries hereunder, without the necessity of obtaining the consent or permission of any person interested therein, or the consent or approval of any court, and notwithstanding that she may also be acting individually, or as trustee of other trusts, or as agent for other persons or corporations interested in the same matters, or may be interested in connection with the same matters as shareholders, directors, or otherwise, provided, however, that she shall exercise such powers at all times in a fiduciary capacity primarily in the interest of the beneficiaries hereunder.

The powers herein granted to the trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect.

4. LIMITATION ON POWERS: Notwithstanding anything herein contained to the contrary, no powers enumerated herein or accorded to trustees generally pursuant to law shall be construed to enable any person to purchase, exchange or otherwise deal with or dispose of all or any part of the corpus or income of the trusts for less than an adequate consideration in money or money's worth. No person, other than the trustee, shall have or exercise the power to vote or direct the voting of any shares or other securities of the trusts, to control the investment of the trusts either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of the trusts by substituting other property of an equivalent value. Neither the grantor nor the trustee may acquire a benefit from the trusts by dealing with same.

5. PRINCIPAL AND INCOME: The trustee shall have the power to determine the allocation of receipts between corpus and income and to apportion extraordinary and share dividends between corpus and income, and provided that all rights to subscribe to new or additional shares or securities and all liquidating dividends shall be deemed to be corpus.

6. TRUSTEE'S AUTHORITY AND THIRD PARTIES: No person purchasing, renting, or leasing any of the property of the trusts, or in any manner dealing with the trusts or with the trustee, shall be required to inquire into the authority of the trustee to enter into any transaction, or to account for the application of any moneys paid to the trustee on any account.

7. ADDITIONAL PROPERTY: The grantor reserves the right to himself or to any other person at any time, by deed or will, to add to the corpus of either or both of the trusts herein created, and any property so added shall be held, administered, and distributed as part of such trust or trusts. Such additional property shall be allocated between the trusts in accordance with any directions given in the instrument of transfer.

8. ACCOUNTING BY TRUSTEE: The trustee may render an accounting at any time to the primary beneficiary of either or both of the trusts created herein, and the written approval of a primary beneficiary shall be final, binding, and conclusive upon all persons then or thereafter interested in the trust for that beneficiary. The trustee may at any time render a judicial account of her proceedings for either or both of the trusts.

9. COMPENSATION OF TRUSTEE: The trustee hereby waives the payment of any compensation for her services hereunder, but this waiver shall not apply to any successor trustee who qualifies and acts under this agreement except that no person who adds to the corpus of either or both of the trusts herein

created shall ever be entitled to any compensation for services hereunder.

10. SUCCESSOR TRUSTEE: The trustee shall have the power to appoint her successor trustee. If the trusts should become without a trustee, or if the trustee should become incompetent, the Canton Exchange Bank shall act as trustee without bond.

Any successor trustee shall have all the duties and powers assumed and conferred in this agreement upon the trustee, including the power in any successor trustee to appoint his own successor. The appointment of a successor trustee shall be made by a duly acknowledged instrument delivered to the primary beneficiaries and to the person, if any, then appointed as trustee hereunder.

11. BOND AND LIABILITY OF TRUSTEE: The trustee specifically named herein shall not be required to give any bond or other security. The trustee, Elizabeth D. Cauthen, shall not be liable for any mistake or error of judgment in the administration of the trusts herein created, so long as she continues to exercise her duties and powers in a fiduciary capacity primarily in the interests of the beneficiaries hereunder. No successor trustee shall be required to make bond.

12. IRREVOCABILITY: The trusts shall be irrevocable, and the grantor hereby expressly waives all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source he may heretofore or hereafter have acquired such rights or powers, to alter, amend, revoke, or terminate the trusts, or any of the terms of this agreement, in whole or in part. To more fully express his intentions, the grantor hereby declares that his purpose in establishing the trusts is to provide for his children; and by this instrument the grantor relinquishes absolutely and forever all his possession or enjoyment of, or right to the income from, the trust property, and all his right and power, whether alone or in conjunction with others, to designate the persons who shall

possess or enjoy the trust property, or the income therefrom.

13. TERMINATION: These trusts shall terminate when the youngest living beneficiary reaches thirty-eight years of age, at which time the trustee shall turn over to the beneficiaries the assets of said trusts then in her hands.

14. SITUS: This trust has been executed and delivered in the State of Mississippi and shall be construed and administered according to the laws of that State.

In witness whereof the grantor and the trustee have executed this agreement in duplicate.

Nelson Cauthen
Nelson Cauthen
Grantor

Elizabeth D. Cauthen
Elizabeth D. Cauthen
Trustee

State of Mississippi
Madison County

Personally appeared before me, the undersigned authority in and for said County and State, the within named Nelson Cauthen and Elizabeth D. Cauthen who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as and for their act and deed.

Given under my hand and seal of office, this, the 20th day of December, 1971.

William L. [Signature]
Notary Public

My commission expires:
Oct 26 1974

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of August, 1980, at 9:30 o'clock A. M. and was duly recorded on the 21 day of AUG 21 1980, 19....., Book No 122 on Page 428 in my office.

Witness my hand and seal of office, this the of AUG 21 1980, 19.....



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

BOOK 170 PAGE 689
BOOK 170 PAGE 473
WARRANTY DEED

INDEXED
NO. 09
3933

For a valuable consideration, the receipt of which is hereby acknowledged, I, Nelson Cauthen, do hereby convey and warrant unto Elizabeth D. Cauthen, Trustee, (three-fourths (3/4ths) of the following described property for Trust No. One, and one-fourth (1/4) of the following described property to Trust No. Two) of the following described property lying and being situated in Madison County, Mississippi, to-wit:

W $\frac{1}{2}$ of NW $\frac{1}{4}$, and NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 3, Township 10 North, Range 4 East; NW $\frac{1}{4}$ of NW $\frac{1}{4}$ and N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 10, Township 10 North, Range 4 East.
SUBJECT to all oil, gas and mineral deeds of record.

The trustee shall have the power to deal with this property, as far as third parties are concerned, as if Elizabeth D. Cauthen were the sole owner thereof.

No person purchasing, renting, or leasing any of the property of the trusts, or in any manner dealing with the trusts or with the trustee; shall be required to inquire into the authority of the trustee to enter into any transaction, or to account for the application of any moneys paid to the trustee on any account.

Said Trust No. One and Trust No. Two are those trusts created December 30, 1971 by the grantor and grantee herein.

Witness the signature of the grantor, and also the signature of the grantee, and of Elizabeth D. Cauthen, individually, to show her consent to this conveyance.

This, the 30th day of December, 1972.

Nelson Cauthen
Nelson Cauthen
Elizabeth D. Cauthen
Elizabeth D. Cauthen, Trustee
Elizabeth D. Cauthen
Elizabeth D. Cauthen, Individually

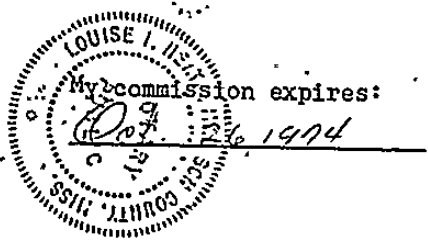
State of Mississippi
County of Madison

BOOK 170 PAGE 690

Personally appeared before me, the undersigned authority in and for said County and State, the within named Nelson Cauthen, Elizabeth D. Cauthen, Trustee, and Elizabeth D. Cauthen, Individually, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as and for their act and deed.

Given under my hand and seal of office, this, the 30th day of December, 1972.

Louise I. Heath
Notary Public



STATE OF MISSISSIPPI, County of Madison:

W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3 day of January, 1972, at 4:30 clock P.M., and was duly recorded on the 9 day of January, 1973, Book No. 129 on Page 476 in my office.

Witness my hand and seal of office, this the 9 of January, 1973.

W. A. SIMS, Clerk

By *Sandra M. Roebuck*, D. C.

TRUST AGREEMENT

Trust Agreement made December 30, 1971 between Nelson Cauthen, hereinafter called the grantor and Elizabeth D. Cauthen, hereinafter called the trustee.

1. TRUST PROPERTY: The grantor, desiring to create trusts for the benefit of his adult children and for other good and valuable consideration, the receipt of which is hereby acknowledged, hereby irrevocably assigns to the trustee property which will be hereafter conveyed, transferred and assigned to said trustee, hereinafter termed the trust property, in trust, for the purposes and on the conditions hereinafter stated.

2. DISPOSITIVE PROVISIONS: The beneficial interest in said trust fund shall belong one-fourth (1/4) each to Nelson Cauthen, Jr., Charles Alexander Cauthen, and Frances Elizabeth Cauthen with the right of survivorship and not as tenants in common, and shall be known as the First Trust. The remaining one-fourth (1/4) interest shall belong to Nelson Cauthen, Jr., Charles Alexander Cauthen, and Francis Elizabeth Cauthen with the right of survivorship and not as tenants in common, and shall be known as the Second Trust. The trustee shall hold, manage and invest the trust property, and shall collect and receive the income thereof, and after deducting all necessary expenses incident to the administration of the trusts, shall dispose of the principal and income of the trusts as follows:

(a) The trustee shall pay the entire net income of each of the trusts annually, on January 1st of each year, to the primary beneficiaries of such trust; provided that there shall be paid over absolutely to such beneficiary his or her part of the corpus of the trusts or some part of his or her part whenever any of the beneficiaries make written request for all or part of the corpus which belongs to them from said trusts. Upon

delivery by the trustee upon said request, all duties of said trustee as to that part of the corpus shall, of course, cease.

(b) Notwithstanding anything hereinabove contained to the contrary, if at any time while the trusts herein created are in force any financial emergency arises in the affairs of either of the primary beneficiaries of such trusts, or if the independent income of either of such beneficiaries (exclusive of the income from any trust herein or otherwise created for his or her benefit by the grantor) and all other means of support are insufficient for the support of such beneficiary, in the sole judgment of the trustee, the trustee may spend for the benefit of such beneficiary out of the corpus of the trust for his or her benefit, at any time and from time to time, such sum or sums as the trustee shall deem necessary or appropriate in her discretion.

3. TRUSTEE'S POWER: In the administration of the trusts, the trustee shall have the following powers, all of which shall be exercised in a fiduciary capacity, primarily in the interest of the beneficiaries:

(a) To hold and continue to hold as an investment the property received hereunder, and any additional property which may be received by her, so long as she deems proper, and to invest and reinvest in any securities or property, deemed by her to be for the best interest of the trusts and the beneficiaries hereunder, without being limited to trust or chancery investments provided by law, and notwithstanding that the same may constitute leasehold, royalty interests, interests in mines, oil and gas wells, or timber lands, or other wasting assets, and without any responsibility for any depreciation or loss by or on account of such investments, but the trustee is forbidden to invest in nonincome-producing property or life insurance.

(b) To rent or lease any property of the trusts for such time and upon such terms and for such price or prices as in her discretion and judgment may seem just and proper and for the

best interest of the trusts and the beneficiaries hereunder, irrespective of the provisions of any statute or of the termination of any trust.

(c) To sell and convey any of the property of the trusts or any interest therein, or to exchange the same for other property, for such price or prices and upon such terms as in her discretion and judgment may be deemed for the best interest of the trusts and the beneficiaries hereunder, and to execute and deliver any deed or deeds (with or without warranty), receipts, releases, contracts, or other instruments necessary in connection therewith.

(d) To make all repairs and improvements at any time deemed necessary and proper to and upon real property constituting a part of the trusts, and to build, construct, and complete any building or buildings upon such property which in her discretion and judgment may be deemed advisable and proper and for the best interests of the trusts and the beneficiaries hereunder, and to determine the extent to which the cost of such repairs and improvements shall be apportioned as between corpus and income.

(e) To deduct, retain, expend, and pay out of any money belonging to the trusts any and all necessary and proper expenses in connection with the operation and conduct of the trusts, and to pay all taxes, insurance premiums, and other legal assessments, debts, claims, or charges which at any time may be due and owing by, or which may exist against, the trusts.

(f) To vote upon all securities belonging to the trusts, and to become a party to any stockholders' agreements deemed advisable by her in connection with such securities.

(g) To consent to the reorganization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company, or association; or to the sale, mortgage, or lease of the property thereof or any part thereof, any of the securities

or other property of which may at the time be held by her hereunder, and to do any act or exercise any power with reference thereto that may be legally exercised by any persons owning similar property in their own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender, or exchange of securities, the entrance into voting trusts, and the making of agreements or subscriptions which she may deem necessary or advisable in connection therewith, all without applying to any court for permission so to do, and to hold and redeem or sell or otherwise dispose of any securities or other property which she may so acquire.

(h) To compromise, settle, arbitrate, or defend any claim or demand in favor of or against the trusts; to enforce any bonds, mortgages, security agreements, or other obligations or liens held hereunder; and to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims, or controversies as she may deem necessary or advisable.

(i) To incur and pay the ordinary and necessary expenses of administration, including (but not by way of limitation) reasonable attorneys' fees, accountants' fees, investment counsel fees, and the like.

(j) To act hereunder through an agent or attorney-in-fact, by and under power of attorney duly executed by the trustee, in carrying out any of the powers and duties herein authorized.

(k) To borrow money for any purposes of the trusts, or incidental to the administration thereof, upon her bond or promissory note as trustee, and to secure the repayment thereof by mortgaging, creating a security interest in, or pledging or otherwise encumbering any part or all of the property of the trusts, and, with respect to the purchase of any property, as part of the consideration given therefor, to assume a liability of the transferor or to acquire such property subject to a liability.

(l) To lend money to any person or persons upon such terms and in such ways and with such security as she may deem advisable for the best interest of the trusts and the beneficiaries hereunder.

(m) To engage in business with the property of the trusts as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership.

(n) To determine the manner in which the expenses incidental to or in connection with the administration of the trusts shall be apportioned as between corpus and income.

(o) To make any division or distribution required under the terms of this agreement in kind or in money, or partly in kind and partly in money, and to that end to allot to either trust such corporate shares, securities, or other property, real or personal, as to her seems proper in her absolute discretion, and her judgment as to the value of such shares, securities, or other property so allotted shall be conclusive on all parties. The trustee shall not be required to make physical division of the funds except when necessary for distribution of corpus, but may, in her discretion keep the corpus of the trusts in one or more consolidated funds in which the separate trusts have undivided interests. The trustee shall not be required to make any provision on account of the diminution or increase in value of any securities or investments at any time constituting a part of the trusts herein created, or for depreciation in respect of any tangible property, or for the purpose of amortizing or making good any amounts paid in premiums on the purchase of securities or of any other property.

(p) The trustee may freely act under all or any of the powers by this agreement given to her in all matters concerning

the trusts herein created, after forming her judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the trusts and the beneficiaries hereunder, without the necessity of obtaining the consent or permission of any person interested therein, or the consent or approval of any court, and notwithstanding that she may also be acting individually, or as trustee of other trusts, or as agent for other persons or corporations interested in the same matters, or may be interested in connection with the same matters as shareholders, directors, or otherwise, provided, however, that she shall exercise such powers at all times in a fiduciary capacity primarily in the interest of the beneficiaries hereunder.

The powers herein granted to the trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustees pursuant to law, and shall include all powers necessary to carry the same into effect.

4. LIMITATION ON POWERS: Notwithstanding anything herein contained to the contrary, no powers enumerated herein or accorded to trustees generally pursuant to law shall be construed to enable any person to purchase, exchange or otherwise deal with or dispose of all or any part of the corpus or income of the trusts for less than an adequate consideration in money or money's worth. No person, other than the trustee, shall have or exercise the power to vote or direct the voting of any shares or other securities of the trusts, to control the investment of the trusts either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of the trusts by substituting other property of an equivalent value. Neither the grantor nor the trustee may acquire a benefit from the trusts by dealing with same.

5. PRINCIPAL AND INCOME: The trustee shall have the power to determine the allocation of receipts between corpus and income and to apportion extraordinary and share dividends between corpus and income, and provided that all rights to subscribe to new or additional shares or securities and all liquidating dividends shall be deemed to be corpus.

6. TRUSTEE'S AUTHORITY AND THIRD PARTIES: No person purchasing, renting, or leasing any of the property of the trusts, or in any manner dealing with the trusts or with the trustee, shall be required to inquire into the authority of the trustee to enter into any transaction, or to account for the application of any moneys paid to the trustee on any account.

7. ADDITIONAL PROPERTY: The grantor reserves the right to himself or to any other person at any time, by deed or will, to add to the corpus of either or both of the trusts herein created, and any property so added shall be held, administered, and distributed as part of such trust or trusts. Such additional property shall be allocated between the trusts in accordance with any directions given in the instrument of transfer.

8. ACCOUNTING BY TRUSTEE: The trustee may render an accounting at any time to the primary beneficiary of either or both of the trusts created herein, and the written approval of a primary beneficiary shall be final, binding, and conclusive upon all persons then or thereafter interested in the trust for that beneficiary. The trustee may at any time render a judicial account of her proceedings for either or both of the trusts.

9. COMPENSATION OF TRUSTEE: The trustee hereby waives the payment of any compensation for her services hereunder, but this waiver shall not apply to any successor trustee who qualifies and acts under this agreement except that no person who adds to the corpus of either or both of the trusts herein

created shall ever be entitled to any compensation for services hereunder.

10. SUCCESSOR TRUSTEE: The trustee shall have the power to appoint her successor trustee. If the trusts should become without a trustee, or if the trustee should become incompetent, the Canton Exchange Bank shall act as trustee without bond.

Any successor trustee shall have all the duties and powers assumed and conferred in this agreement upon the trustee, including the power in any successor trustee to appoint his own successor. The appointment of a successor trustee shall be made by a duly acknowledged instrument delivered to the primary beneficiaries and to the person, if any, then appointed as trustee hereunder.

11. BOND AND LIABILITY OF TRUSTEE: The trustee specifically named herein shall not be required to give any bond or other security. The trustee, Elizabeth D. Cauthen, shall not be liable for any mistake or error of judgment in the administration of the trusts herein created, so long as she continues to exercise her duties and powers in a fiduciary capacity primarily in the interests of the beneficiaries hereunder. No successor trustee shall be required to make bond.

12. IRREVOCABILITY: The trusts shall be irrevocable, and the grantor hereby expressly waives all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source he may heretofore or hereafter have acquired such rights or powers, to alter, amend, revoke, or terminate the trusts, or any of the terms of this agreement, in whole or in part. To more fully express his intentions, the grantor hereby declares that his purpose in establishing the trusts is to provide for his children; and by this instrument the grantor relinquishes absolutely and forever all his possession or enjoyment of, or right to the income from, the trust property, and all his right and power, whether alone or in conjunction with others, to designate the persons who shall

possess or enjoy the trust property, or the income therefrom.

13. TERMINATION: These trusts shall terminate when the youngest living beneficiary reaches thirty-eight years of age, at which time the trustee shall turn over to the beneficiaries the assets of said trusts then in her hands.

14. SITUS: This trust has been executed and delivered in the State of Mississippi and shall be construed and administered according to the laws of that State.

In witness whereof the grantor and the trustee have executed this agreement in duplicate.

Nelson Cauthen
Nelson Cauthen
Grantor

Elizabeth D. Cauthen
Elizabeth D. Cauthen
Trustee

State of Mississippi
Madison County

Personally appeared before me, the undersigned authority in and for said County and State, the within named Nelson Cauthen and Elizabeth D. Cauthen who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as and for their act and deed.

Given under my hand and seal of office, this, the 21st day of December, 1971.

[Signature]
Notary Public

My commission expires:
Oct 21 1974

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 18 day of August, 1980, at 9:30 o'clock am, and was duly recorded on the AUG 21 1980 day of AUG 21 1980, 19....., Book No. 170 on Page 689 in my office.
Witness my hand and seal of office, this the of 19.....
BILLY V. COOPER, Clerk
By [Signature]....., D. C.