STATE OF MISSISSIPPI

COUNTY OF MADISON

. 171 PAGE 199

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CORRECTION DEED

BOOK 170 PAGE 252

WHEREAS, by Warranty Deed dated March 14, 1980, and recorded in Deed Book 168 at page 275 in the office of the Chancery Clerk of Madison County, Mississippi, CHARLES B. RATCLIFF, did convey certain property to DON A. NICHOLAS; and,

WHEREAS, said deed contained an error in the name of the Grantee; and,

WHEREAS, both CHARLES B. RATCLIFF and DON E. NICHOLAS, desire to correct said instrument to properly show the name of Grantee to be DON E. NICHOLAS.

NOW, THEREFORE, '

FOR THE CONSIDERATION stated in said deed, I, CHARLES B.

RATCLIFF, do convey and warrant unto DON E. NICHOLAS, the following described real property lying and being situated in Madison County, Mississippi, to wit:

Lot 17 of Cook Place Subdivision, a subdivision in the County of Madison, Mississippi, as shown by plat or map thereof on file and of record in Plat Slides B-25 and B-26 of the records of the Chancery Clerk of Madison County, Mississippi.

AND

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

Commencing at a concrete monument marking the West right-of-way line of Interstate Highway No. 55 and the North right-of-way line of Mississippi State Highway No. 22 in the SW% of the SW% of Section 23, Township 9 North, Range 2 East, Madison County, Mississippi, run S 65° 35' W along the North right-of-way line of Mississippi State Highway No. 22 for 1448.2 feet to an iron pin, said point hereinafter referred to as the point of beginning; thence continue S 65° 35' W along the North line of Mississippi State Highway No. 22 for 439.3 feet to an iron pipe; thence leaving said right-of-way run North and along an old fence for 1179.8 feet; thence run East for 400.0 feet; thence run South for 998.2 feet to the point of beginning.

The above described tract contains 10.0 acres situated in the SE% of the SE% of Section 22 and the NE% of Section 27, Township 9 North, Range 2 East, Madison County, Mississippi.

- 1. Ad valorem taxes for the year 1980 which are to be paid none by the Grantor and all by the Grantee.
- 2. Zoning and subdivision regulation ordinance of Madison County, Mississippi.
- 3. All oil, gas and other minerals lying in, on and under the above described property are reserved by prior owners of record.
- 4. The ten-acre tract as described herein is subject to pipe line right-of-way executed by G. P. Cook to Southern Natural Gas Corporation, dated July 25, 1930, recorded in Book 7 at Page 486. Said right-of-way is described as being 30 feet in width and 82 rods in length, and provides that should the same be permanently abandoned, it will revert to the Grantor, his heirs or assigns.

WITNESS my signature on this the 14 day of 12

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named DON E. NICHOLAS, 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 15% day of

, 1980.

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

Laco Do Do Con NOTARY PUBLIC

My commission expires

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Gooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this day of JUL 6 1980 19 Book No/7 on Page Join my office.

Witness my hand and seal of office, this the of JUL 1 6 1980 19

BILLY V. COOPER, Clerk By BILLY V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this. D. day of Jul 1980 19 Book Nov. M., and was duly recorded on the day of SEP 1 0 1980 19 Book Nov. On Page Join my office this day of SEP 1 0 1980 19 Book Nov. On Page Join my office this said of office, this the of SEP 1 0 1980 19 BILLY V. COOPER, Clerk By D. C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, PAUL H. SUMMERLIN and wife, NAOMI SUMMERLIN, Grantors, do hereby convey and forever warrant unto JERRY WADE MATTHEWS, JR. and TENIA KAY MATTHEWS, Grantees, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

That part of the W 1/2 of the NW 1/4 Section 33, Township 10 North, Range 5 East, Madison County, Mississippi, which lies South of Mississippi State Highway 16:

LESS AND EXCEPT the following:

TRACT I: That part of the W 1/2 of the NW 1/4 of Section 33, Township 10 North, Range 5 East, Madison County, Mississippi, which lies South of Mississippi State Highway 16 and West of the following described line, to-wit:

From a point on the south right-of-way line of said Highway 16, which point is fifty five (55) feet west of the northwest corner of that certain tract conveyed to Bennie McCain, et ux, by deed dated September 11, 1973, and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Land Deed Book 132 at page 625, reference to which is hereby made in aid of and as a part of this description; run thence southerly and parallel to the west line of the McCain tract to the south line of the NW 1/4 of Section 33, Township 10 North, Range 5 East, Madison County, Mississippi.

TRACT II: A parcel of land containing 1.5 acres, more or less, situated in the W 1/2 of NW 1/4 of Section 33, Township 10 North, Range 5 East, Madison County, Mississippi, that lies south of Mississippi Highway No. 16 more particularly described as:

Commencing at the northeast corner of the Henry Lee Myers property as recorded in Deed Book 127 at page 489 thereof in the Chancery Clerk's office for Madison County, Mississippi, and thence run North 26 degrees 08 minutes west 175.1 feet to a point on the south margin of Highway No. 16, thence North 55 degrees 52 minutes east 356.0 feet to a point, thence North 57 degrees 05 minutes east 395.3 feet to a point; thence south 35 degrees 11 minutes east 36.4 feet to an iron pin; thence north 56 degrees 36 minutes east 208.7 feet to an iron pin, being the point of beginning of the parcel here described, and from said point of BEGINNING run thence north 56 degrees 36 minutes east 208.7 feet to an iron pin; thence south 33 degrees



24 minutes east 313.0 feet to an iron pin; thence south 56 degrees 36 minutes west 208.7 feet to an iron pin; thence north 33 degrees 24 minutes west 313.0 feet to the point of beginning.

TRACT III: TRACT III: A parcel of land containing 1.5 acres more or less, situated in the W 1/2 of NW 1/4 of Section 33, Township 10 North, Range 5 East, Madison County, Mississippi, that lies south of Mississippi Highway No. 16 more particularly described as:

Commencing at the northeast corner of the Henry Lee Myers property as recorded in Deed Book 127 at page 489 thereof in the Chancery Clerk's office for Madison County, Mississippi, and thence run north 26 degrees 08 minutes west 175.1 feet to a point on the south margin of Highway No. 16, thence North 55 degrees 52 minutes east 356.0 feet to a point, thence north 57 degrees 05 minutes east 395.3 feet to a point; thence south 35 degrees 11 minutes east 36.4 feet to an iron pin, being the point of beginning of the parcel here described, and from said point of BEGINNING run thence north 56 degrees 36 minutes east 208.7 feet to an iron pin; thence south 33 degrees 24 minutes east 313.0 feet to an iron pin; thence north 36 degrees 24 minutes west 313.0 feet to the point of beginning.

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

- 1. County of Madison and State of Mississippi ad valorem for the year 1980, which are liens but are not yet due and payable.
- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 26, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 3. The reservation by the Grantors of all oil, gas and other minerals lying in, on and under the subject property.

WITNESS OUR SIGNATURES on this the 10th day of September, 1980.

Summer

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, PAUL H. SUMMERLIN and NAOMI SUMMERLIN, who acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for

the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 10^{4k} day of September, 1980.

CONTISSTON EXPIRES: My Commission Explies July 28, 1981

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

July 0.79873

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, DAVID M. HAYS, Grantor, do hereby remise, release, convey and forever quitclaim unt BARBARA HAYS, Grantee, all of my estate, right, title and interest in and to the following described real property lying and being situated in the Town of Madison, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 250 feet on the south side of Hoy Street, containing 5 acres, more or less, lying and being situated in the Town of Madison, in the N 1/2 SE 1/4, Section 9, Township 7 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Beginning at the intersection of the west fence line of the Hoy Estate and the south margin of Hoy Street, (said fence line representing the west line of the NE 1/4 SE 1/4 of said Section 9) and run east along the south margin of Hoy Street for 250 feet to a point; thence turn right an angle of 90° 32' and run 873.5 feet to a point; thence turn right an angle of 89° 28' and run 242 feet to a point on the existing fence; thence turn right an angle of 86° 50' and run along said fence for 125.2 feet to a point; thence turn right an angle of 03° 42' and run along said fence line for 748.5 feet to the point of beginning.

WITNESS MY SIGNATURE on this the 15th day of Queyent 1980.

STATE OF MISSISSIPPI

COPUNTY OF MALSON

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

ALVEN DINDER MY HAND and official seal on this the 5 day

MY COMMISSION EXPIRES:

Ney Commission Expires Juno 10, 1983.

STATE OF MISSISSIPPI, County of Madison:

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If Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for recorded in my office this day of SEA L 0 1980 19 Book No. on Page of SEA L 0 1980 SEP 1 0 1990

BILLY V. COOPER, Clerk
By D. C.

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and legal sufficiency of all of which is hereby acknowledged, I, H. M. WALDROP, do hereby convey, sell and quitclaim unto R. D. ANDERSON, EDWILL R. TRIPLETT and JAMES E. SHOEMAKER, the following described property lying and being situated in Section 34, Township 9 North, Range 1 West, Hadison County, Mississippi, to-wit;

tract of land described as from the intersection of the centerline of public road running along the North line of Section 34, Township 9 North, Range 1 West, Madison County, Mississippi, with the centerline of road known as North 16th Street as per deed of record to Ratliff in Book 45 at Page 83 of the records record to Ratliff in Book 45 at Page 83 of the records of the Chancery Clerk's office in Canton, Mississippi, and from said intersection being 1361.0 feet East of the intersection of the West property line of said Ratliff tract with the centerline of said public road along North line of Section 34, run thence South for 455.0 feet along the centerline of said North 16th Street, thence running West for 252.0 feet, thence running North for 457.0 feet to and along a fence to the centerline of said public road, thence running South 89°40' East for 252.0 feet along said centerline to point of beginning, and LESS AND EXCEPT that strip along the North line of said tract being the Southern half of the right-of-way for public road and that the Grantees be given access to the herein mentioned North 16th Street for ingress and egress to the property described above, containing in all 2.44 acres, more or less, and all being situated in Section 34, Township 9 North, Range 1 West, Madison County, Mississippi.

LESS AND EXCEPT water well on above property and perpetual easement thereto.

WITNESS MY SIGNATURE this/28 day of May, 1980.

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY CAME AND APPEARED before me the undersigned authority in and for the jurisdiction aforesaid, the within inamed H. M. WALDROF who acknowledged that he signed and delivered above and foregoing Deed on the day and year therein mentioned.

tha above and foregoing Deed on the day and year therein mention GIVEN UNDER MY HAND AND OFFICIAL SEAL, this day of May,

(ĪMy Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

5/16/82

......, 19, Book No /.) ./. on Page 9.0. in

BILLY V. COOPER, Clerk

KOOK 171 PAGE 207 TRUSTEE"S DEED

WHEREAS, on June 7, 1979, Lewis Van Sickel and wife, Louise
Nichlos Van Sickel, executed a Deed of Trust to Coleman Lowery, Trustee
for the benefit of Cameron-Brown South, Inc., which Deed of Trust is
recorded in Record Book 457, at page 605 in the office of the Chancery
Clerk of Madison County, Mississippi; and

-1389

WHEREAS, said Deed of Trust was assigned to Federal National Mortgage Association on July 19, 1979, by instrument recorded in Record Book 459, at page 788 of the aforesaid records; and

WHEREAS, default having been made in the terms and conditions of said Deed of Trust, which default continued for a period of time necessary for the holder thereof to declare the entire unpaid balance immediately due and payable as was its option so to do under the terms of the Deed of Trust, and default having made in said payment and said Trustee having been requested and directed by Federal National Mortgage Association to foreclose under the terms of said Deed of Trust, I did on the 5th day of September, 1980, during legal hours, being between the hours of 11:00 a. m. and 4:00 p.m., at the main front door of the County Courthouse of Madison County, at Canton, Mississippi, offer for sale at public auction and sell to the highest and best bidder, for cash, according to law, the following described land and property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

Lot 36, STONEGATE SUBDIVISION, 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 Slide B-17, reference to which map or plat is hereby made in aid of and as a part of this description.

Said property was sold after strictly complying with all the terms and conditions of said Deed of Trust and the statutes made and provided in such cases. A notice of time, place and terms of said sale, together with a description of said property to be sold, was given by publication in Madison County Journal, 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 August 14, 1980, and subsequent notices appeared on August 21, 28 and September 4, 1980, and a notice identical to said published notice was posted on the bulletin board at the main front door of the County Courthouse of Madison County, Mississippi for said time. Everything necessary to be done was done to make and effect a good and lawful sale.

At said sale, Federal National Mortgage Association, in competition with other bidders, bid for said property in the amount of \$63,876.14, which being the highest and best bid, the same was then and there struck off to Federal National Mortgage Association, and it was declared the purchaser thereof.

NOW THEREFORE, in consideration of the full payment of the purchase price, I, the undersigned Trustee do hereby sell and convey unto Federal National Mortgage Association the land and property herein described. I convey only such title as is vested in me as Trustee.

WITNESS MY SIGNATURE, this, the 5th day of September, 1980.

COLEMAN LOWERY, TRUSTERY

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

GIVEN under my hand and official seal, this, the 5th day of September, 1980.

My Commission Expires:

Cleira Cusper Public

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 171 PACT 200

1388

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QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned, HENRY L. ADAMS, do hereby sell, grant, bargain, convey, and quitclaim unto ELYBIA G. ADAMS all of my right, title, and interest in and to the following described land and property situated in Madison County, Mississippi, to-wit:

Lot One Hundred Thirty-Six (136) of NATCHEZ TRACE VILLAGE, Madison County, Mississippi, being more particularly described by metes and bounds as follows, to-wit:

Commence at the apparent southeast corner of the N. 1/2 of the SW 1/4 of Section 15, Township 7 North, Range 2 East, Madison County, and run east 453.9 feet; run South 1292.4 feet to the point of beginning for the property herein described; run thence south 83 degrees 28 minutes east 160.0 feet; run thence south 18 degrees 02 minutes west 200.0 feet to the north right of way line of Kiowa Drive; run thence North 83 degrees 28 minutes west along the north right of way line of Kiowa Drive 160.0 feet; run thence north 18 degrees 02 minutes east 200.0 feet to the point of beginning; said land herein described being located in Sections 15 and 22, Township 7 North, Range 2.East, Madison County, Mississippi, and containing 0.72 acres.

WITNESS MY SIGNATURE this the 29th day of August,

1980.

HENRY L. ADAMS

STATE OF MISSISSIPPI COUNTY OF.HINDS

This day personally appeared before me, the undersigned Notary Public in and for said County, the within named HENRY L. ADAMS who acknowledged to me that he signed and delivered the within and foregoing instrument on the day and year therein mentioned.

171 not 210

GIVEN under my hand and official seal of office

NOTARY PUBLIC

this the 29th day of August,

My Commission Expires:

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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, including the assumption by Grantees herein a certain indebtedness to Kimbrough Investment Company, evidenced by a Promissory Note dated December 9, 1977 and the assumption of the duties and obligations under that certain Deed of Trust of even date therewith securing said indebtedness which is recorded in Land Deed of Trust Book 438 at Page 168 in the office of the Chancery Clerk of Madison County, Mississippi, such payment is to be made in the amount and at the time specifically set forth in said note and subject to the terms, conditions and provisions of said Deed of Trust, the undersigned WILLIAM RICHARD YATES and wife, FELICITA M. YATES, Grantors, do hereby sell, convey and warrant unto JIMMY E. GARRETT and wife EULA JANELLE GARRETT as joint tenants with the rights of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Starting at the NE corner of Section 5,
Township 7, North, Range 2 East, Madison
County, Mississippi, and running South 0
degrees 47 minutes West along the Section
line 2270.9 feet to the point of beginning
of the tract surveyed; thence run South 0
degrees 47 minutes West along the section line
188.65 feet; thence run North 89 degrees 45
minutes West 709.99 feet to the center of a
road; thence run North 22 degrees 10 minutes
West along the center of the road 107.98 feet
to a PI at the intersection of three roads;
thence run North 32 degrees 53 minutes East along
the road 105.50 feet; thence run South 89 degrees
45 minutes East 696.03 feet to the point of
beginning; less and except a road right of way
described as follows: Starting at the NE corner
of Section 5, Township 7 North, Range.2 East
and running South 0 degrees 47 minutes West
2173.7 feet; thence running North 89 degrees
45 minutes West 696.03 feet to the point of
beginning of the exception; thence run South
89 degrees 45 minutes East 23.80 feet; thence
run South 22 degrees 08 minutes West 95.73
feet; thence run South 9 degrees 51 minutes
East 101.38 feet; thence run North 89 degrees
45 minutes West 21.60 feet; thence run North
22 degrees 10 minutes West 107.98 feet; thence
run North 32 degrees 53 minutes East 105.50

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feet to a point of beginning of the exception, lying in the SE 1/4 of the NE 1/4 of Section 5, Township 7 North, Range 2 East and containing 3.00 acres after the right of way exception has been taken out.

It is agreed and understood that the 1980 ad valorem taxes on the within described property will be paid by the

This conveyance made subject to the zoning ordinances of Madison County, Mississippi, those restrictive covenants dated September 12, 1973 in Book 397 at Page 437 of the land records of Madison County, Mississippi, and a prior reservation of an undivided one-half of all oil, gas or minerals lying in, on or under the above described property.

WITNESS OUR SIGNATURES, this the 91 day of September, 1980.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, WILLIAM RICHARD YATES and wife FELICITA \dot{M} . YATES, who each acknowledged to me that they signed and delivered the above and foregoing Warranty Deed on the day and date herein mentioned for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the 9th day of September, 1980.

My Commission Expires:

My Commission Expires Sept. 2, 1931

STATE OF MISSISSIPPI, County of Madison:

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

WARRANTY DEED

The state of the s	
FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand this day paid and other good and valuable consideration, the receipt of which is hereby acknowledged, DEARMAN ENGINEERING, INC. a corporation, does hereby sell, convey and warrant unto PEPPER CONSTRUCTION COMPANY, INC.	
the following described land and property lying and being situated in County, Mississippi, to-wit:	
LOT THREE (3) OF PECAN CREEK SUBDIVISION, PART I, 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, as recorded in Plat Cabinet B at Slide 25, reference to which is hereby mad in aid of this description.	•
•	
There is excepted from the warranty of this conveyance all build restrictions, protective covenants, mineral reservations and conveyan and easements of record affecting said property.	ing ces
It is understood and agreed that 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 the grantees any deficit on an actual proration and, likewise, the grantees agree to pay to grantors any amount over paid by them.	
witness the signature and seal of grantor, this the 17 day of July , 1980.	
DEARMAN ENGINEERING, INC.	
BY: WF Dermanh	
STATE OF MISSISSIPPI W. F. DEARMAN, JR. COUNTY OF HINDS W. F. DEARMAN, JR. PRESIDENT	, •
Personally came and appeared before me, the undersigned authorit duly authorized by law to take acknowledgments in and for said Wounty and State, the within named W. F. Dearman, Jr.	
and that for and on behalf of said corporation and as its act and dee he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he being duly authorized so to do by said corporation. GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the day of July 1980.	d,

My Commission Expires:

My Com

WARRANTY DEED

STATE OF MISSISSIPPI COUNTY OF MADISON 1404

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

Lot 17, Country Club Woods, Part 2-B, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

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

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

BOOK 171 PAGE 215

WITNESS the signature of Mitchell Homes, an Alabama General Partnership, this the 5th day of August, 1980.

> MITCHELL HOMES, An Alabama General Partnership

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

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

Mitchell Company

STATE OF MISSISSIPPI COUNTY OF HINDS

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

WITNESS my hand and official seal on this the 5th day

her), 1980.

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

By, D. C.

BOOK 171 PAGE 216

QUITCLAIM DEED

3407

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS, (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, VARIE ROBINSON, WILLIE SMITH, RUTHEL LUCKETT, ELIZA PICKENS, SARA RUTH DAVIS, JOLLISTEEN EDMOND, PERCY EDMOND, JOHN EDMOND, ELBERT WALKER, WALTER JAMES DAVIS, PHILLIP CHINN, ERICH WILLIAMS, MINNIE MCLENDON, COLEMAN PORTER, JOHN PORTER, LYODD WILLIAMS, REGGIE PORTER, ROBERT PORTER, RACHEL DRAINS, WILLIE LEE JACKSON and WESLEY DAVIS, do hereby convey and quitclaim unto MELVIN DAVIS, all our interest in the following described property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing 3.7 acres more or less lying and being situated in the NW½ of the SW½, Section 28, Township 10 North, Range 4 East, Madison County, Mississippi and more particularly described as commencing at the SE corner of said NW½ of the SW½ run N 89 degrees 09' 23'W 1063.54 feet to an iron pin; thence N 54 degrees 20' 14"E 795.84 feet to an iron pin and the point of beginning, and from said point of beginning run N 38 degrees 13' 45"W 203.09 feet to an iron pin on the east right-of-way line of Mississippi State Highway No. 43; thence northeasterly along a curve in said right-of-way to the left with a radius of 5784.56 feet for 721.83 feet to an iron pin; thence S 00 degrees 11' 33"E 616.28 feet to an iron pin; thence N 51 degrees 30'W 230.6 feet to an iron pin; thence S 54 degrees 20' 14"W 287.57 feet to the point of beginning.

AND

A parcel of land containing 6.8 acres more or less lying and being siatuated in the NW½ of the SW½, Section 27, Township 10 North, Range 4 East, Madison County, Mississippi and more particularly described as commencing at the SE corner of the NW½ of the SW½, of Section 28, Township 10 North, Range 4 East run S 00 degrees 04' 27"E 479.11 feet to a concrete monument; thence N 89 degrees 53' 25"E 5281.62 feet to a concrete monument; thence N 00 degrees 20' 26"W 731.95 feet to an iron pin and the point of beginning, and from said point of beginning, run S 89 degrees 47' 49"W 1126.27 feet to an iron pin; thence N 00 degrees 20' 27"W 261.68 feet to an iron pin; thence S 00 degrees 20' 26"E 261.68 feet to the point of beginning.

WITNESS OUR SIGNATURES this the _ day of

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VARIE ROBINSON.	PHILLIP CHINN
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WILLIE SMITH.	Franch William.
	ERICH WILLIAMS WILLIAMS.
Ruthel Suclets	<u> </u>
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Eliza Ola Weff	
ELIZA PICKENS	Caleman Porter
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STATE OF MEdison

PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, VARIE ROBINSION, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Warie Robinsion

VARIE ROBINSION

VARIE ROBINSION

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VARIE ROBINSION

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VARIE ROBINSION

(SEAL)
MY COMMISSION EXPIRES:

A condition Merch 4, 1985.

STATE OF \mathcal{N} COUNTY OF YY

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

..... day 85 GIVEN UNDER MY HAND AND OFFICIAL SEAL NOTARY PUBLIC this the MY COMMISSION EXPIRES

STATE OF 4 COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, RUTHEL LUCKETT, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

day of Seven under my hand and official seal, NOTARY PUBLIC (SEAL) MY COMMISSION EXPIRES: Ly Commission Experes April 19, 1981

STATE OF MA

COUNTY OF Hences

4. 28

PERSONALLY APPEARED before me, PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, ELIZA PICKENS, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the

(SEAL) MY COMMISSION EXPIRES:

MY CONNESSAN EUROES JULY 70, 1981

STATE OF

COUNTY OF CAR

PERSONALLY APPEARED before me; in and for the County and State aforesaid, the within named, SARA RUTH DAVIS, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the

(SEAL)
MY COMMISSION EXPIRES:

NOTARY PUBLIC
REVALE RAID
ROTARY PUBLIC
REVALE RAID
ROTARY PUBLIC, Jackson County, Mich.
My Commission Expires 10-11-82

STATE OF Mississippi COUNTY OF Malison

PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, JOLLISTEEN EDMOND, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, 1980. EDMOND

this the 21st

(SEAL)
MY COMMISSION EXPIRES:

STATE OF COUNTY OF

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the Z

(SEAL)
MY COMMISSION EXPIRES:

rei NOTARY PUBLIC NEVALEE RAND NOTRAY PUBLIC, Jackson County, Mich. My Commission Expires 10-11-82

STATE OF MS.

COUNTY OF Madisan PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, JOHN EDMOND, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL,

(SEAL)

MY COMMISSION EXPIRES: this the The Principle of Living to Living to the Land of the Land STATE OF Michigan COUNTY OF Madison PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, ELBERT WALKER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the PUBLIC MY COMMISSION EXPIRES: ئىرى مىرىنى ئالىرىنى STATE OF Michigan COUNTY OF Ingham PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, WALTER JAMES DAVIS, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WALTER JAMES DAVIS GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 4+4 day of NOTARY PUBLIC O. Riley (SEAL)

MY COMMISSION EXPIRES:

OTARTO

AUBIC!

DERESA O. RILEY Intery Public, Ingham County, Mich. Commission Expires on August 10, 1981

-5-

- '	STATE OF THE COURT
	COUNTY OF. MILWAUKEE
7	PERSONALLY APPEARED before me, the undersigned authority. in and for the County and State aforesaid, the within named, PHILLIP CHINN, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.
	X Phillip Chinn PHILLIP CHINN
	day of Opriller MY HAND AND OFFICIAL SEAL, this the 22
	(SEAL) MY COMMISSION EXPIRES:
	* * *
	STATE OF Thesesuppi
	COUNTY OF YSelvar
	PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, ERICH WILLIAMS, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.
	AGIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 16 41
	notary Dublic Memphell
	ANUAY 10 1983
	STATE OF Wisconsin
•	COUNTY OF Milwarkee
,	PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, MINNIE McLENDON, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.
	Minnie McLendon MINNIE MCLENDON
	day of Mining of Manual
	NOTARY FUBLIC NOTARY FUBLIC NOTARY FUBLIC
	-6-

book 171 PAGE 222

STATE OF Wisconson COUNTY OF Milwaukie

PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, COLEMAN PORTER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Calessian Coleman FORTER day of OGIVEN UNDER MY HAND AND OFFICIAL SEAL, (SEAL)
MY COMMISSION EXPIRES:
DELOTE TO A STATE OF THE ST STATE OF MYCE COUNTY OF PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, JOHN PORTER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. GIVEN/UNDER MY HAND AND OFFICIAL SEAL, (SEAL) MY COMMISSION EXPIRES: 1991 STATE OF Ollinsia COUNTY OF COST PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, LYODD WILLIAMS, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Lloyd Williams
LYODD WILLIAMS
LYODD WILLIAMS GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 30 day of 19*<u>S</u>_* NOTARY PUBLIC COMMISSION EXPIRES:

STATE OF CELES con COUNTY OF PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, REGGIE PORTER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Aeggië c REGGIE PORTER GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the NOTARY PUBLIC F - 25 MY COMMISSION EXPIRES: STATE OF COUNTY OF Vilumla PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, ROBERT FORTER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned on the day of Civen under My HAND AND OFFICIAL SEAL, this the 20 (SEAL) MY COMMISSION EXPIRES: PUBLIC NÔTARY STATE OF MISSISSIPP COUNTY OF Hinds PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, RACHEL DRAINS, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

RACHEL DRAINS

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the

NOTARY PUBLIC

(SEAL)
MY. COMMISSION EXPIRES:

.. FR? COMMISSION DOTRES JULY 28, 1981

COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, WILLIE LEE JACKSON, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WILLIE LEE JACKSON

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

Moneth

(SEAL)
MY COMMISSION EXPIRES: mairs: 5; 1984

STATE OF Y Delinar COUNTY OF

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 16th

COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clark By. D. Waght...., D.C.

QUITCLAIM 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 all of which is c.R.G., does hereby acknowledged, SUNBELT CONSTRUCTION CORR., does hereby sell, convey and quitclaim unto SHARON H. GREEN, the following described land and property situated in Madison County, Mississippi, being more particularly described as follows:

Begin at the point of intersection of the east right-of-way line of Old Canton Road and the north right-of-way line of Pine Knoll Drive as said road and drive are now (November, 1979) laid out and established; said point of intersection being 1,133.9 feet north of and 471.9 feet west of the corner common to Section 4 and 5, Township 6 North, Range 2 East, Hinds County, Mississippi, and Sections 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi; run thence north 27 degrees 56 minutes east and along said east right-of-way line of Old Canton Road for a distance of 160.0 feet to a point; run thence south 71 degrees 29 minutes east for a distance of 152.0 feet to a point; run thence south 27 degrees 56 minutes west for a distance of 185.0 feet to a point on said north right-of-way line of Pine Knoll Drive; run thence north 62 degrees 01 minute west and along said north right-of-way line of Pine Knoll Drive for a distance of 150.0 feet to the point of beginning.

The above described parcel of property is located in the East Half (E½) of the Southeast (SE½) of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and contains 25,873 square feet or 0.594 acres, more or less.

The Grantee herein assumes and agrees to pay all taxes.

for the year 1980.

IN WITNESS WHEREOF, this the ______ day of September,

1980.

SUNBELT CONSTRUCTION CORP.

Christopher R. Green, President

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named CHRISTOPHER R. GREEN, as President of Sunbelt Construction C.R.G., who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and CRG. year therein mentioned. For and on behalf of said corporation, being duly authorized so to do. WITNESS MY HAND AND SEAL, this the ______ day of September,

1980.

My Commission Expires:

NOTARY PUBLIC & Purios.

STATE OP 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 day of SEP 1 8 1980 19 Book No/ on Page 1 in my office. Witness my hand and seal of office, this the SEP 1 8 1980 19 BILLY V. COOPER, Clerk By D. C.

MOUNT 171 MEI 227

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, we, GEORGE CREEL, SAM CREEL, GOLDIE PURVIS, EMILY HUGHES, TOMMY CREEL, J. B. CREEL, VICKY JACKSON, GUY W. CREEL, MARION CREEL VESTA CREEL VICKERS, KENNETH CREEL, AND MATTIE CREEL being the sole and only heirs at law of Sylvester Creel, deceased, who departed this life intestate, do hereby convey and quitclaim forever unto GLENN A. PURVIS and ELIZABETH S. PURVIS as joint tenants with full right of survivorship and not as tenants in common the following described property located in Madison County, Mississippi, to-wit:

Beginning at a point on the West margin of the Flora and Brownsville Road in the North 1/2 of the North 1/2 of Section 33, Township 8 North, Range 2 West, where said road intersects the South line of the property conveyed to Joseph T. Creel and Mary Herrington Creel by an instrument recorded in Book 79 at Page 65 of the Chancery Clerk's office of Madison County, Mississippi, and from said point of beginning run thence Northerly along said road 150 feet, thence run West 294 feet, thence run Southerly and parallel to the aforesaid road 150 feet, thence run East 294 feet to the point of beginning; containing One (1) acre, more or less being situated in the North 1/2 of the North 1/2 of Section 33, Township 8 North, Range 2 West, Madison County, Mississippi.

WITNESS OUR SIGNATURES this the 10th day of September, 1980.

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South Ficher

Soldie Burinos

Vinola, Vickey Jackero

Sam (rel

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Thair rel

Thair rel

Thair rel

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STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named EMILY HUGHES, TOMMY CREEL, VESTA VICKERS, GOLDIE PURVIS, GUY W. CREEL, GEORGE.M. CREEL, SR., VICKY JACKSON, a/k/a VINLOA VICKY JACKSON, SAM CREEL, J.B. CREEL, KENNETH CREEL, MARION CREEL, and MATTIE CREEL, who each acknowledged that they signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned, and for the purpose therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 10 4

September, 1980.

SSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

Zrenc Secretaria

Jackson mo

THE STATE OF MISSISSIPPI County of Madison IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) CASH IN HAND PAID, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED I, Ira Nichols, DO HEREBY SELL Convey and warrant to Annie R. Nichols the land described as Commence at the SW corner of the east% of the West % of the SWk of Section 24, T10N, R2W, Madison County, Mississippi, and run thence N89°50'E, 84.6 feet; thence N19°44'22"E, 53.2 feet to the POB; From said POB at the intersection of the east line of interstate Hwy No. 55 and the north right-of-way line of a paved county road, run thence N86045'E, 194.3 feet along said county road, right-of-way line, to.,a concrete marker; thence northeasterly along said right-of-way line a distance of 86.8 feet to a concrete right-of-way marker; thence leave said right-of-way and run thence NO6030'W, 286.3 feet; thence S88045 W, 121.5 feet to a point on the east right-of-way line of Interstate Highway No. 55; thence S19044'22"W,86.0 feet to a concrete right-of-way marker; thence S22036'W, 100.0 feet along said right-ofway; thence S19044'22"W, 145.0 feet, more or less, to the point of beginning. The property described herein is situated in the east 3 of the West 1/2 of the SW1/4 of Section 24, T10N, R2W, Madison County, Mississippi, and contains 1.0 acre, more or less

Form 512 HEDERMAN BROS, Jackson, Miss

THE STATE OF MISSISSIPPI, COUNTY OF THE STATE OF	
THE STATE OF MISSISSIPPI, COUNTY OF Personally appeared before me,	of the County of
Personally appeared before me,in said State, the within named	
and wife of said	
	signed and delivered
the foregoing instrument on the day and year therein mentioned.	1
Given under my hand and cirical seal at	, Mississippi, this
theA. D., 19	
teriti	
THE STATE OF MISSISSIPPI, COUNTY OF Hinds	,
Personally appeared Billy J. Green	one of the subscribing
witnesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he	*
Ira Nichols	XXX
XXXXXXXX	
whose name. He subscribed thereto, sign and deliver the same to the said. Annie	
that he, this afflant, subscribed his name as a witness	hereto, in the presence
of the said Ira Nichols	0.00
0.00	Affiant
SWORN TO and subscribed before me at the Coulonty of Johnson	, Mississippi,
	o summanion
Carale K.	hunder
of Henda	Coginty Wish
MY COMMISSION EXP	RES E
5/19/81	
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WARRANT Filed for record His STATE OF MISSISSIP His STATE OF MISSISSIP His of the Charpery Countrify that the within instrumentify that the within instrumentify that the same was this day of the SEP 18 1980 Winces my hand and office SEP 18 1980	ording Control of the
Filed for record on the day of THE STATE OF MISSISSIP THE STATE OF MISSISSI	Indexing Tecording Certificates (2011)
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RETURN TO:

JIM WALTER HOMES, INC.
P. O. BOX 22601

TAMPA, FLORIDA 33622

4416

NOOK 171 PAGE 231

1 10972

THIS INDENTURE WITNESSETH, that the Grantor, ILLINOIS CENTRAL GULF RAILROAD COMPANY, a corporation of the State of Delaware, for and in consideration of the sum of ONE DOLLAR (\$1.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, so far as it lawfully may, to the MADISON COUNTY, MISSISSIPPI,

Grantee, an easement for a / public grade crossing, hereinafter for convenience referred to as the "Structure", on and across the land of the said ILLINOIS CENTRAL GULF RAILROAD COMPANY, in the vicinity of 3,009 feet north of Nile Post 698 at Way, Mississippi , more particul-

arly described as follows:

A parcel of land 50 feet wide, being 25 feet in width on each side of centerling of proposed road crossing, extending easterly and westerly over and across the 100-foot wide property of the Illinois Central Gulf Railroad Company, the centerline of said road crossing intersecting the centerline of railroad's main track at a point 3,009 feet northerly of Mile Post 698 at Valuation Station 571164 and making a right angle with said main track, situated in the Northwest Quarter of Section 7. Township 10 North, Range 3 East of the Chickasaw Meridian near Way, Hadison County, Mississippi.

All as shown on print attached hereto and made a part hereof.

1.(a) Anything contained herein to the contrary notwithstanding, the Grantor agrees to construct a 16-foot timber — amicrete grade crossing, in accordance with an estimate dated April 9, 1980, attached hereto and made a part hereof. The estimated cost of the work to be done by Grantor on said grade crossing is One Thousand One Hundred Eighty Three Bollars (\$1,183.00). However, the Grantee agrees to reimburse Grantor in an amount equal to the cost to Grantor of such work as shall be performed by Grantor under this provision. Cost as referred to in this provision shall be defined as stated in Section Six (6) of this agreement. The Grantee shall promptly reimburse Grantor upon presentation of a bill for work performed by Grantor under this provision.

MOOK 171 PAGE 232

The grant aforesaid is made solely upon the conditions and limitations hereinefter contained, and the Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

- 1. The easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.
- The Grantor reserves to itself, its grantees (other than the 2. Grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of and above the said described premises. The Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including. but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables and poles or other structures for the support of such fscilities and structures which may now or hereafter be on the said premises, provided that said ir tallations may be made without substantial interference with the e of the said premises as provided in this indenture.
- 3. The Grantee shall, without charge or assessment therefor against the Grantor or the Grantor's property, perform all work and furnish all material necessary for the construction, maintenance or reconstruction of the Structure, and make or cause to be made any changes or alterations in the location or construction of the Grantor's facilities that may be made necessary by this grant or by the location, construction, or use of the Structure. The Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a resu't of, the exercise of this grant.
- 4. Neither the Grantor nor its property shall be subjected to any charge, assessment, or expense, arising from, growing out of, or in

any way attributable to, the construction, maintenance, use or operations of the Structure, whether within or without the confines of Grantor's property, nor for any crossing protection thereat, nor for any highway improvement: thereon if this easement is for roadway purposes. If the Grantor or its property is legally subjected to any such charge, assessment, or expense, the Grantee shall pay Grantor, as additional compensation for the rights granted in this indenture, an amount of money equal to any such charge, assessment. or expense paid by the Grantor.

- 5. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.
- 6. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain from the Grantor's authorized representative permission for occupancy and use of the premises and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor, at such contractor's sole cost and expense, protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. Each contractor shall be required by the Grantee to reimburse the Grantor promptly upon receipt of bill for such protective services and devices furnished to the contractor.

The Grantee shall withhold final payment to its contractor or contractors until the Grantor has notified the Grantee that all such bills have been settled. The Grantee shall reimburse the Grantor upon receipt of bills for any work performed for the Grantee by the Grantor.

BOOK 171 PACE 234

Cost and expense for work performed by Grantor, as referred to in this indenture, shall consist of the actual cost of labor and materials plus Grantor's standard additives in effect at the time the work is performed.

- For any work let by contract, the Grantee shall require each of its contractors to furnish evidence of Workmen's Compensation coverage and to maintain at all times during any work: (A) Contractors' Public Liability and Property Damage Liability Insurance, including automobile coverage, with a combined single limit of \$2,000,000 per occurrence; (B) if subcontractors are involved, Contractors' Protective Public Liability and Property Damage Liability Insurance, with the limits prescribed in (A) above; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above. The Railroad Protective policy shall name the Illinois Central Gulf Railroad Company as the insured and shall include an endorsement in the form appearing in the Standard Provisions attached to and made a part of this indenture. The Grantee shall require each contractor to furnish to the Grantor the Railroad Protective policy and certificates evidencing the other insurance coverage required in this Section. The Railroad Protective policy and all insurance certificates shall be subject to the Grantor's approval before any work may be started on the Grantor's property by any contractor.
 - 8. If the public use of the easement on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, or if the Grantee violates any provision of this indenture, the said easement shall thereupon cease and determine, and

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the Grantee shall surrender or cause to be surrendered to the Grantor, or its successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of Grantor's premises and of the portions thereof herein involved are reserved to Grantor, its successors or assigns, subject to the right, permission and authority herein expressly granted in this indenture. Upon termination of the easement for any reason, the Grantee shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of the Grantor's duly authorized representative be practicable.

9. Subject to the provisions of the foregoing Section 8, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

IILINOIS CENTRAL/RAILROAD COMPANY

Secretary

ACCEPTED:

APPROVED AS TO FORM

Description

Engineering

Accounting

Law

EXECUTION

MADISON COUNTY, MISSISSIPPI

(9/1/)

Title
By
Title

Certified Resolution is required.

- 5 -

SS

I, NALTER F BURT , a Notary Public in and for said
County and State, hereby certify that
VICE PRESIDENT AND CHIEF ENGINEER Of the aforesaid ILLINOIS CENTRAL
GULF RAILROAD COMPANY, who is personally known to me, and known to be
such VICEPRESIDENT AND CHIEF ENGINEER Of said corporation; and the
same person whose name is subscribed in the above instrument as such
VICE PRESIDENT AND CHIEF ENGINEER appeared before me this day in
person in said State and County, and being by me duly sworn, did say
that he was on the date of the execution of the said instrument
VICEFRESIDENT AND CHIZERENGINZER of the said corporation, and that the seal
affixed to said instrument is the corporate seal of said corporation,
and that the said instrument was signed and sealed in behalf of said
corporation by authority of its Board of Directors, and he acknowledged
that he, being informed of the contents of the instrument as such
. VICEPRESIDENT AND CHIEF ENGINEER signed, sealed and delivered the
said instrument by signing the name of the corporation by himself
as vice president and chief engineer as his own free and voluntary
act as vice president and chief engineer and as the free and voluntary
act and deed of the said corporation for the uses and purposes therein
set forth. I further certify that the seal of said corporation as
affixed to said instrument was attested and proven before me by
J. B. Good RICH , as Secretary of said corporation.
Given under my hand and seal of office in Chicago, Cook County,
Italinois, this 3rd day of Sestender is ignificant
Company of the state of the sta
Halter F. Bust 2 2 2 2 2
Notary Public
My Commission Expires Jo. 1982
STATE OF MISSISSIPPI, County of Madison F. County o
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 . A. day of : Agattinile 19.80, at . 7.000 clock M., and
was duly recorded on the day of SEP.1.8 1980 19
Witness my hand and seal of office; this the
BILLY V. COOPER, Clerk
The state of the s

BOOK 171 PAGE 237

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 of which is hereby acknowledged, PARISH OF GRACE CHURCH, CANTON, MISSISSIPPI, A MISSISSIPPI CORPORA-TION, does hereby convey and forever warrant unto OLIVER KING BELOTE, SR. and JIMMY OTTS BELOTE as joint tenants with right of survivorship and not as tenants in common, the following property lying and being situated in the City of Canton, Madison County, Mississippi, and more accurately described as follows, to-wit:

A lot in Lot 69 of said City of Camton, according to George & Dunlap's 1898 map of said city, fronting 63 feet on the South side of East Center Street in said city and extending south 200 feet, being the east 63 feet of said lot and being the same lot conveyed by Mrs. Alice P. Stiles to "Terral S. Wales," dated September 21, 1922, recorded in Book 1, Page 478, of the land records in the office of the Chancery Clerk of Madison County, Mississippi.

EXECUTED this the _// day of September, 1980.

- PARISH OF GRACE CHURCH, CANTON, MISSISSIPPI

nior Warden

ATTEST:

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, LLOYD G. SPIVEY, JR. and MRS. BARBARA SAPPINGTON, who are the Senior Warden and Clerk respectively of the above named PARISH OF GRACE CHURCH, CANTON, MISSISSIPPI, a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

GOVERNMENT my hand and seal of office, this the // day of September, 1980.

STATE OF MISSISSIPP! Founty of Madison:

for record in my office this day of SEP 1 8 1980

SEP 1 8 1980

SEP 1 8 1980 SEP 1 8 1980 Book No. 7 / on Page 3.3.7 in

BILLY V. COOPER, Clerk

By D. Wright

£4419

CORRECTIVE CONVEYANCE

WHEREAS, a deed was executed by Mattie F. White to Lorene Rogers Everett dated October 27, 1971, recorded in Land Record Book 124 at Page 681 thereof in the Chancery Clerk's Office for Madison County, Mississippi, purporting to convey a parcel of land situated in the City of Canton, Madison County, Mississippi, described as:

The North 40 feet of Lot 28, Block A of Twin Oaks Subdivision, Part 3, according to map or plat thereof duly filed and recorded in Plat Book 4 on Page 49, of the records of the Chancery Clerk of Madison County, Mississippi;

AND WHEREAS, it was the mutual intention of the parties to the aforesaid instrument that said instrument convey a strip of land 40 feet in width evenly off the east side of said Lot 28 instead of the north 40 feet of said Lot 28; and

WHEREAS, a deed was executed by Mattie F. White to Mary
Rose Massie and J. William Massie dated March 10, 1973, recorded
in Land Record Book 130 at Page 204 thereof in the Chancery Clerk's
Office for Madison County, Mississippi, purporting to convey a
parcel of land situated in the City of Canton, Madison County,
Mississippi, described as:

Lots 27 and 28, less 40 feet off the east side of Lot 28, Block A, Twin Oaks Subdivision, Part 3, of the City of Canton, Mississippi, according to the plat thereof, recorded in the records of Madison County, Mississippi;

AND WHEREAS, the aforesaid Mary Rose Massie and J. William Massie executed a deed to Tressie A. Watkins, dated November 15, 1973, recorded in Land Record Book 133 at Page 482 thereof in the Chancery Clerk's Office for Madison County, Mississippi, purporting to convey the parcel last described herein above; and

WHEREAS, the aforesaid Tressie A. Watkins executed a deed to E. H. Fortenberry, dated April 22, 1980, recorded in Land Record Book 169 at Page 90 thereof in the Chancery Clerk's Office for Madison County, Mississippi, purporting to convey the parcel last

described herein above; and

WHEREAS, it is the mutual desire of the parties hereto that the title to the aforesaid Lot 28 be vested of record, subject to the terms and provisions hereof, as set forth hereinafter:

NOW THEREFORE, in consideration of the premises and for other good and valuable considerations not necessary here to mention, the receipt of which is hereby acknowledged, the undersigned do hereby convey and quitclaim unto LORENE ROGERS EVERETT, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

A strip of land 40 feet in width evenly off the east side of Lot 28 of Block "A" of TWIN OAKS SUBDIVISION, PART 3, in the City of Canton, Madison County, Mississippi, according to map or plat of said subdivision of record in Plat Book 4 at Page 49 (now Plat Slide A-126) in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description;

and, the undersigned do hereby convey and quitclaim unto E. H. FORTENBERRY, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot 28 of Block "A" of TWIN OAKS SUBDIVISION, PART 3, in the City of Canton, Madison County, Mississippi, according to map or plat of said subdivision of record in Plat Book 4 at Page 49 (now Plat Slide A-126) in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description; LESS AND EXCEPT THEREFROM a parcel of land 40 feet in width evenly off the east side thereof.

The aforesaid conveyances are expressly executed subject to (1) applicable zoning ordinances and/or governmental regulations; and (2) exception of one-half of all oil, gas, and mineral rights; and (3) any and all rights of way and easements as may now be outstanding of record; and (4) Restrictive Covenants as stated in that instrument recorded in Land Record Book 72 at Page 170 thereof

800x 171 PAGE 24U

as amended by instrument recorded in Land Record Book 304 at Page 45 thereof in the Chancery Clerk's Office for said county.

Mattie F. White

Lorene Rogers Everett

E. H. Fortenberry

STATE OF MISSISSIPPI COUNTY OF MADISON,

Personally appeared before me, the undersigned authority in and for the aformentioned jurisdiction, the within named MATTIE F. WHITE, a widow, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

mentioned.

Siven under my hand and official seal this the 94 day of September, 1980.

(SÉAL)

My commission expires:

Juice 3, 1981.

STATE OF MISSISSIPPI COUNTY OF MADISON

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

therein mentioned.

Given under my hand and official seal this the 1/2 day of September, 1980.

(SEAL)

Nota

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STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 171 PAGE 241

9 Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named E. H. FORTENBERRY who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned

Given under my hand and official seal this the Statement 1980. of September, 1980.

ssion expires:

STATE QE MISSISSIPPI, County of Madison:

. 1 m

AND THE PARTY OF

TRUSTEE'S DEED

WHEREAS, William Knight executed a deed of trust to Tower Loan of Mississippi, Inc., d/b/a Tower Loan of Yazoo City, as beneficiary, with Jack Lee as Trustee, which is

dated July 21, 1978, and recorded in Book 446 at page 128 in the office of the Chancery Clerk of Madison County at Canton,

Mississippi; and

WHEREAS, default having been made in the payment of said indebtedness secured by said deed of trust, and the beneficiary having called upon the Trustee to execute the trust and foreclose said deed of trust according to law:

NOW, THEREFORE, I, Jack Lee, after having given notice of the time, place and terms of sale by publication and by posting in the manner and for the time required by law, did during legal hours on Friday, the 12th day of September, 1980, at the front door of the Courthouse of Madison County, Mississippi, at Canton, Mississippi, offer for sale at public auction to the highest and best bidder for cash the following described property lying and being situated in Madison County, Mississippi, and more particularly described as follows:

Lot Seven (7) of Block "E" Magnolia Heights, Part 2, a subdivision of Madison County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at page 5 thereof, reference to which is hereby made in aid and as a part of this description.

At that time and place there appeared Tower Loan of Mississippi, Inc. who bid \$ 1239. 70/_ bid being the highest and best bid received by me, and the amount thereof having been paid in cash, receipt of which is hereby acknowledged: . I, the undersigned Trustee, do hereby sell and convey the above-described property to 10wer. of Mississippi, INC.

WITNESS my signature this the 12th day of September,

1980.

VSTATE HOF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the county and state aforesaid, Jack Lee, Trustee, who acknowledged that in his capacity as Trustee, he signed and delivered the above and foregoing Trustee's Deed on the day and year therein mentioned, he being duly authorized so to do. .

WITNESS my hand and official seal, this the 12/h __, 1980 े September My commission expires: Ny Commission Explos March 25, 122

my office. SEP 1.8 1980 19

BILLY V. COOPER

By Mand and seal of office, this the BILLY V. COOPER

BILLY V. COOPER, Clerk

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, WILLIAM HARLAN WALLACE, do hereby sell, convey and warrant unto CURTIS SMITH and wife, PAMELA J. SMITH, as joint tenants with the right of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lots 3 and 4, Oak Grove Estates, Part 1, a subdivision according to map or plat thereof on record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is made in aid of and as a part of this description.

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

- 1. Ad valorem taxes for the year 1980 which are to be paid ALL by the Grantor and DONE by the Grantee.
- Zoning and sub-division regulation ordinance of the City of Canton, Mississippi.
- 3. Those certain Restrictive Covenants dated November 16, 1959 and filed for record in the Chancery Clerk's office of said county in Book 75 at Page 315, and the amendment thereto by instrument dated August 3, 1979 and filed for record in Book 460 at Page 475 in said Clerk's office.

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

WITNESS my signature on this the 22 day of August.

William Harlan Wallace

STATE OF MISSISSIPPI COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within

Book_ 171 Gag 245.

named WILLIAM HARLAN WALLACE who acknowledged that he 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 22. _, 1980. day of neigher

mission expires:

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, EDMOND BROWN, JR., do hereby sell, convey and warrant unto CHARLES R. PIERCE all of my right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

St of SEt, Section 13, Township 10 North, Range 2 East, LESS AND EXCEPT 4 acres on the East side conveyed to Ed Porter by deed recorded in Book. 47 at Page 280, records of the Chancery Clerk of Madison County, Mississippi.

Grantor herein warrants that he owns at least an undivided 1/13th interest in and to the above described property.

WITNESS my signature on this the 10 day of Sept.

Edmond Brown, Jr.

STATE OF	_ 工儿
COUNTY OF	Cnot

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named EDMOND BROWN, JR. who acknowledged that he 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 /> day

f: Sept , 1980.

Mare Custin

My commission expires:

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STATE OF MISSISSIPPI, County of Madison:

BOOK 171 PAGE 247 4431

	WARRANTY DEED BOOK 111 PAGE 241 4431	EZ .
	' For and in consideration of the sum of Ten and No/100 Dollars	MOEXE
	(\$10.00), cash in hand paid and other good and valuable considerations,	盈
u.	the receipt of all of which is hereby acknowledged, RICHARD A. MacMILL	-
	and wife, ELIZABETH M. MacMILLAN	do
	hereby sell, convey and warrant unto JAMES CARLTON NORRIS, JR.	and
พร	fe, MARY JO HINERMAN NORRIS _, as joint tenants with full rights of	
	survivorship, and not as tenants in common, the following described land	
	and property situated in	
	Madison County, Mississippi, to-wit:	
•	Lot 88, LAKELAND ESTATES, PART III (3), a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, as now recorded in Plat Cabinet A at Slide 115 thereof, reference to which is hereby made in aid of and as a part of this description.	
	. Excepted from the warranty hereof are all restrictive covenants, ease-	
	ments, rights of way and mineral reservations of record affecting said prop	erty.
	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 th	e '
	Grantor agrees to pay to the Grantees or their assigns, any deficit on an	
	actual proration and likewise, the Grantees agree to pay to the Grantor or	
	its assigns any amount overpaid by them.	
	WITNESS our signatures, this the 12th day of September, 1980.	
	Elizabeth M. MacMillan Elizabeth M. MacMillan RICHARD A. MacMillan	
	STATE OF MISSISSIPPI, COUNTY OF HINDS	
	Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid RICHARD A. MacMILLAN and ELIZABETH M. MacMILLAN who acknowledged to me that they signed and delivered the foregoing instrument of writing on the day and year, there mentioned. Given under my hand and seal, this the 12th day of September 18 80 3	
	Charlotte Brown My Commission Expires: February 16: 1	9832
	Notary Public	
STATE	OF MISSISSIPP County of Madison:	27.37.45
fortreco	Billy V. Cooper, Clark of the Chancery Court of said County, certify that the within Instrument of in my office this // S. day of Alabert 190.0., at)	t was filed
	y recorded on the E. day of SEP 1.84980	14.7. in
	itness my hand and seal of office, this theof QF.P. J.O. 1900	
م فر _{ا ا} سما	BILLY V. COOPER, Clerk By M. + Whitelit.	, D. C.
	A. M. Carlotte and	

MODY 171 PAGE 248

WARRANTY DEED

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Lot 22 , BEAVER CREEK, PART ONE (1), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B at Slot 41 , reference to which map or plat is here made in aid of and as a part of this description.

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

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

day of <u>September</u>, 1980.

HARKINS & HARKINS BUILDERS, INC.

Got J. Harkins, Vice President

STATE OF MISSISSIPPI

MOOK 171 PAGE 249

COUNTY OF HINDS

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

GIVEN under my hand and official seal of office, this the _, 1980. 11th day of September

Elimon Deni (upti)

commission Expires:

STATE OF MISSISSIPPI, County of Madison:

والمستنبط المتناوية

BILLY V. COOPER, Clerk

By D. Warfit D.C.

BOOK 171 PAGE 250 WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration the receipt and sufficiency all of which is hereby acknowledged, we, VINCENT E. HUTCHINS, Grantor, and wife, MARIE H. HUTCHINS, do hereby sell, convey and warrant unto CHARLES R. WEBSTER, and JOHN B. HUMPHREYS, Grantees, as tenants in common, the following land and property lying and being situated in Madison County, Mississippi, being more particularly described as follows:

S 1/2 SW 1/4 SW 1/4 Section 6, Township 8 North, Range 4 East, LESS AND EXCEPT SW 1/4 S 1/2 SW 1/4 SW 1/4 Section 6, Township 8 North, Range 4 East. The land conveyed herein consists of 15 acres more or less and the land excepted from this conveyance consists of 5 acres more or less.

The Grantor hereby reserves unto himself an individed one-eighth (1/8th) interest in and to all of the oil, gas and other minerals lying in, on or under the property hereby conveyed, together with the usual right of ingress and egress for exploration, development and production of such minerals.

In addition to the aforesaid reservation this conveyance is made subject to and there is excepted from the warranty hereinabove contained the following:

- 1. That certain reservation of one-sixteenth (1/16th) non-participating royalty interest which is of record in Book 51 at Page 444 in the office of the Chancery Clerk of Madison County at Centon, Mississippi.
- 2. That certain reservation of three-fourths (3/4ths) interest in and to all of the oil, gas and other minerals which is of record in Book 67 at Page 461 in the office of the aforesaid Chancery Clerk.

The property hereby conveyed constitutes the homestead of the Grantor herein and his wife, Marie H. Hutchins, who hereby joins in this conveyance for the sole purpose of conveying her homestead rights.

Ad valorem taxes for the year 1980 have been prorated between the parties as of the date hereof and will be paid when due by the Grantees herein.

WITNESS OUR SIGNATURES, this the 12 day of Sept., 1980.

Vincent & Vitchins

Marie H. HUTCHINS Lulcher

STATE OF MISSISSIPPI COUNTY OF HINDS

THIS DAY, personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, VINCENT E. HUTCHINS and MARIE H. HUTCHINS, who acknowledged to me that they signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of <u>september</u>, 1980.

Vikki typu Kennedy.

PPI, County of Madison:

Chopper, Clerk of the Chancely Court of said County, certify that the within instrument was filed conficient of the chancely court of said County, certify that the within instrument was filed conficient of the chancely court of said County, certify that the within instrument was filed conficient of the chancely court of said County, certify that the within instrument was filed county certified the county certified county y office this ... day of

BILLY V. COOPER, Clerk

8094 171 PAGE 252

For and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, TOMMIE CLARK WILSON, WOODROE WILSON, LIZZIE WILSON ROACH, SALLIE WILSON ANDERSON and LOUISE WILSON ROACH, do hereby convey and warrant unto WRIGHT WILSON all of our right, title and interest in and to the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Beginning at a stake on the west side of South Liberty Street at the Southeast corner of what is known as the Laura Handy lot, and running thence south 33 feet, more or less, along the west margin of said Liberty Street to the northeast corner of the lot owned by Oscar Harris, 2, 1926, as shown by deed recorded in Book 5 at Page 1926, as shown by deed recorded in Book 5 at Page thence run west along the northern margin of said Harris north 33 feet, more or less, to a stake, and then run east 255 feet, more or less, to a stake, and then run east 255 feet, more or less, to the point of beginning.

WITNESS our signatures this the 16th day of July, 1979.

Wilson Roach

STATE OF ILLINOIS COUNTY OF COOK

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named TOMMIE LANK WILSON who acknowledged that he signed and delivered the tiphed and foregoing instrument on the day and year therein mentioned to the day and year therein mentioned to the day and year therein mentions of the day and year the day and year therein mentions of the day and year the day and

Notary Public

7418 Madison St.

Forest Park, III. 60130

My commission expires:

BOOK 171 PAGE 253

STATE OF MISSISSIPPI COUNTY OF FORREST

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

Given under my hand and official seal this the 27 day commission expires: STATE OF INDIANA COUNTY OF WANTE Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named LIZZIE WILSON ROACH, SALLIE WILSON ANDERSON and LOUISE WILSON ROACH who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned. Given under my hand and official seal this the 23 day of 200 July, 1979. My commission expires:

WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, ALBERT SCOTT and JOHNNIE MAE BOWEN, do hereby convey and warrant unto WRIGHT WILSON all of our right, title and interest in and to the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Beginning at a stake on the west side of South Liberty Street at the Southeast corner of what is known as the Laura Handy lot, and running thence south 33 feet, more or less, along the west margin of said Liberty Street to the northeast corner of the lot owned by Oscar Harris, said lot being conveyed to him by A. Eldridge on January 2, 1926, as shown by deed recorded in Book 5 at Page 136 in the Chancery Clerk's Office for said county, and thence run west along the northern margin of said Harris Lot 255 feet, more or less, to a stake, and then run north 33 feet, more or less, to a stake, and then run east 255 feet, more or less, to the point of beginning.

WITNESS our signatures this the 9th day of//July, 1979.

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Given under my hand and official seal this the day of

Seklin miles Justichensti Trose

mission expires:

MISSISSIPPI STATE OF MICHIGAN /// AD / SON COUNTY OF XXXXXXXXX

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named JOHNNIE MAE BOWEN who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned. Given under my hand and official seal this the

71 A. R. Linmer Justice COST Junge

STATE OF MISSISSIPPI, County of Madison:

dit ..., D. C.

4444

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 Grantors, J. D. RANKIN and wife, JANE B. RANKIN, do hereby sell, convey and warrant unto MICHAEL M. BROWN and wife, CAROL N. BROWN, as joint tenants with the right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, and described as follows, to-wit:

Lot 42 of DEERFIELD SUBDIVISION, PHASE I, according to the map or plat thereof on file and of record in Plat Slide B-26 in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is made in aid of and as a part of this description.

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

- County of Madison and State of Mississippi ad valorem taxes for the current year which will be paid by the Grantors and all subsequent years will be paid by the Grantees.
- 2. Zoning and sub-division regulation-ordinance of Madison County, Mississippi.
- Grantors reserve all oil, gas and other minerals in, on and under the above described property.
- 4. Grantees herein, upon the acceptance of this deed, do hereby agree to construct a home or residence on the above described lot, which shall contain at least 1600 square feet of heated area. This shall be a covenant running with the land and binding upon the heirs, assigns and successors in interest of the Grantees named herein and shall be enforceable in a court of equity by specific performance.

Those Protective Covenants of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Book 465 at Page 159.

6. Grantees herein, by their acceptance of this deed, do hereby agree to join the Deerfield Property Owners Association and to abide by the By-Laws of such association. This membership requirement shall be a covenant running with the land and shall be binding upon the heirs, assigns or successors in interest of the herein named Grantees. This paragraph may be specifically enforced in a court of equity.

WITNESS OUR SIGNATURES, this 12 day of Doptomboul 1980.

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named J. D. RANKIN and JANE B. RANKIN who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND and official seal of office, this

day of September), 1980. mexpires: 9-12-81

By M. Wright ... D.C.

MOSK 171 PAGE 255



1445 Nº '

WARRANTY DEED

he receipt and sufficiency of which is hereby acknowledged, THE CITY OF CANTON, MISSISSIPPI, does hereby convey and forever warrant unto	FOR AND IN CONSIDERATION of the sum of	Two Hundred and no/100
Es Lot 54 of Block J of the addition to the Canton Cemetery, according to the map or plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Slide A-112, A-113, A-113 and Plat Slide B-20, B-21, B-22 This conveyance is made under authority of an ordinance of the Mayor and Board of Aldermen of the City of Canton recorded in Minute Book 17 at page 61, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 61, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 61, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 61, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 62, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 62, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 62, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 62, in the office of the Clerk of Canton Mississippi, who acknowledged that the difficult seal at fixed berefor at the office of the Clerk	•	
the following described land lying and being ituated in the City of Canton, Madison County, Mississippi, to-wit: Ps		
the following described land lying and being ituated in the City of Canton, Madison County, Mississippi, to-wit: Ps	ereby convey and forever warrant unto Henry	J. & Lessie F. Hupperich
Es Lot 54 of Block J of the addition to the Canton Cemetery, according to the map or plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Slide A-112, A-113, A-113 and Plat Slide B-20, B-21, B-22 This conveyance is made under authority of an ordinance of the Mayor and Board of Aldermen of the City of Canton recorded in Minute Book 17 at page 61, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 61, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 61, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 61, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 62, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 62, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 62, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained and minute Book 17 at page 62, in the office of the Clerk of Canton Mississippi, who acknowledged that the difficult seal at fixed berefor at the office of the Clerk		
Canton Cernetery, according to the map or plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Slide A-112, A-113, A-113 and Plat Slide B-20, B-21, B-22 This conveyance is made under authority of an ordinance of the Mayor and Board of Aldermen of the City of Canton recorded in Minute Book 17 at page 84, in the office of the Clerk of sald City, and this conveyance and the Warracty herein contained as subject to the provisions of said ordinance, the provisions and terms of which are incorporated and made a part hereof by reference. IN WITNESS whereof the City of Canton has caused its algunture to be subscribed and its official seal affixed herein on the 15thay of September 1980 CITY OF CANTON, MISSISSIPPI COUNTY OF MADISON PERSONALLY appeared before me the undersigned authority in and for the jurisdiction above mentioned, Reference,	•	
Canton Cemetery, according to the map or plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Slide A-112, A-113, A-113 and Plat Slide B-20, B-21, B-22 This conveyance is made under authority of an ordinance of the Mayor and Board of Aldermen of the City of Canton recorded in Minute Book II at page 6, in the office of the Clerk of said City, and this conveyance and the Warranty herein contained a subject to the provisions of said ordinance, the provisions and terms of which are incorporated and made a part hereof by reference. IN WITNESS whereof the City of Canton has caused its signature to be subscribed and its official seal affixed hereto on the 15thay of September 1980 CITY OF CANTON, MISSISSIPPI COUNTY OF MADISON PERSONALLY appeared before me the undersigned authority in and for the jurisdiction above mentioned, RMENEXINEWARD personally known to me to be the Clerk of the City of Canton, Mississippi, who acknowledged that she signed, affixed the seal of said City thereto, and delivered the foregoing deed on the date therein stated, as and for the act and deed of said City, being first duly subtorized so to do. GIVEN UNDER my hand and official seal this the 15th day of September 19 AD A TO COUNTY OF MISSISSIPPI County of Madison: 1 Filly Cooper, Clerk of the Chancero Court of said County, certify that the within instrument was file of the county of the Chancero Court of said County, certify that the within instrument was file of the county of the Chancero Court of said County, certify that the within instrument was file of the county of the Chancero Court of said County, certify that the within instrument was file of the County of the Chancero Court of said County, certify that the within instrument was file of the County of the Chancero Court of said County, certify that the within instrument was file of the Chancero Court of said County, certify that the within instrument was file of the Chancero Court of said County, certify that the within instrument was	ituated in the City of Canton, Madison County, Mi	ssissippi, to-wit:
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BOOK 171 PAGE 259

ADMINISTRATOR'S DEED

By virtue of the authority conferred on me, Administrator of the estate of Claudine Frazier, deceased, by decree of the Chancery Court of Madison County, Mississippi rendered on the 22 day of ALGUST, 1980 authorizing the sale of the real property hereinafter described, I, as Administrator of said estate, in consideration of Seven Thousand Five Hundred and no/100 (\$7,500.00) Dollars, convey to Norman J. Belsom and wife, Nelvie Louise Belsom, as joint tenants with the right of survivorship and not as tenants in common, the purchasers thereof, the following described land situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 31 of Northwood Heights Subdivision according to revised plat of said subdivision which is recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 3 at Page 64.

As part of the consideration for this conveyance, 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 dated <a href="https://www.nuger.nug

WITNESS my signature this 15 day of Sentencher, 19 80

Frank H. Frazier, Administrator of the Estate of Claudine Frazier, Deceased.

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in

BOOK 171 PAGE 260

and for the aforesaid county and state, the within named FRANK H. FRAZIER, Administrator of the estate of Claudine Frazier, deceased, who acknowledged that he signed and del- . ivered the above and foregoing Administrator's Deed, being first authorized so to do.

GIVEN UNDER my hand and official seal on this <u>/よ</u>day of Lepponeller, 19_ Public Descrip mmission expires:

STATE OF MISSISSIPP!, County of Madison:

3.7

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

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, E. H. FORTENBERRY, do hereby convey and warrant unto BRYAN HOMES, INC., a Mississippi corporation, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lots 27 and 28 of Block "A" of TWIN OAKS SUBDIVISION, PART 3, in the City of Canton, Madison County, Mississippi, according to map or plat of said subdivision now of record on Plat Slide A-126 in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description; IESS AND EXCEPT THEREFROM a strip of land 40 feet in width evenly off the east side thereof.

This conveyance is executed subject to (1) zoning ordinances and/or governmental regulations applicable to the above described property; and (2) ad valorem taxes for the year 1980, the payment of which is to be pro-rated; and (3) exception of such oil, gas, and mineral rights as may now be outstanding of record; and (4) right-of-ways and easements which may now be outstanding of record; and (5) restrictive covenants now of record which may be applicable to the above described property.

The above described property is no part of grantor's homestead property.
WITNESS my signature this 17 day of September, 1980.

E. H. Fortenberry

STATE OF MISSISSIPPI . MADISON COUNTY

Personally appeared before me, a Notary Public in and for said County and
State, the within named E. H. FORTENBERRY who acknowledged that he signed and delivered
the foregoing instrument on the day and year therein mentioned as his act and

GEAL):

My commission expires:

My commission expires:

MY COMMISSIMENTERS FW. 22, 1991

STATE OF MISSISSIPPI, County of Madison:

- 1 1 2 4

THE TOTAL

1451.

AFFIDAVIT

Personally appeared before me, a Notary Public in and for said county and state, the undersigned Carrie C. Smoot who, being by me first duly sworn, states on oath: That affiant is commonly known by the names of Carrie C. Smoot, Carrie Cockrell Smoot and Carrie M. Smoot.

That affiant is the widow of Willie Smoot, deceased.

That affiant is one of the grantees in that deed executed by Alice Bransom to Willie Smoot and Carrie M. Smoot dated November 24, 1952, recorded in Land Record Book 54 at Page 513 thereof in the Chancery Clerk's Office of Madison County, Mississippi, conveying that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot Five (5) of Block "E" of Carroll Smith Addition to the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said addition now on file in the Chancery Clerk's Office for Madison County, Mississippi, reference to said map or plat being here made in aid of and as a part of this description.

WITNESS my signature, this 1/5 day of September, 1980.

Carrie C. Smoot

SWORN TO and subscribed before me, this 15th day of

September, 1980.

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Notary Public

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STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 171 PAGE 263

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

Given under my hand and official seal this the 15th

tinke, 1980.

commission expires:

STATE OF MISSISSIPPI, County of Madison:

BOOK 171 PAGE 204

For a valuable consideration not necessary here to mention, 4452 the receipt and sufficiency of which are hereby acknowledged, we, HUBERT McDONALD and LEORA McDONALD, husband and wife, and LEWIS McDONALD and VERA McDONALD, husband and wife, do hereby convey and warrant unto ALEANE MILLS that real estate situated in Madison County, Mississippi, described as:

A tract or parcel of land containing one (1) acre, more or less, situated in the SE 1/4 of Section 3, Township 7 North, Range 1 East, Madison County, Mississippi, more particularly described as commencing at the point of intersection of the North line of the S 1/2 of S 1/2 of SE 1/4 of said Section 3 with the East line of what is commonly known as the Livingston Road, and from said point of intersection run East along the North line of the S 1/2 of S 1/2 of SE 1/4 of said Section 3 a distance of 1456 feet to the point of beginning of the parcel here described, and from said point of BEGINNING run east along the north line of said S 1/2 of S 1/2 of SE 1/4 of said Section 3 a distance of 208 feet, thence run south parallel to the East line of said road a distance of 208 feet, thence run west parallel to the North line of the S 1/2 of S 1/2 of SE 1/4 of said Section 3 a distance of 208 feet, thence run North 208 feet to the point of beginning; SUBJECT to a common right of way and easement for road purposes over a strip of land twenty (20) feet in width evenly off the North side of the above described property. ALSO, a nonexclusive right of way and easement over the existing roadway running along the North side of the above described property, westerly to the public road.

This conveyance is executed subject to:

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the year 1980 which shall be paid by grantors when the same become due and payable.
- (3) Exception of such oil, gas and mineral rights as may now be outstanding of record.

WITNESS our signatures this 15th day of September, 1980.

sculow mc. Dorald Euro, Mr. 1 Lewis McDonald

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Given under my hand and official seal this the /5

of September, 1980.

ssion expires:

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Given under my hand and official seal this the

of September, 1980.

commission expires:

Billy V Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for second in my office this county. SEP 1 8 1980 19 Book No. // on Page ... in my office my hand and seal of office, this the ... of ... SEP 1 8 1980 19 BILLY V. COOPER, Clerk By ... D. C. STATE OF MISSISSIPPI, Equity of Madison:

YOOK 171 PAGE 2005. WARRANTY DEED



4453

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, GLUCKSTADT RANCH, LTD, A Mississippi Limited Partnership, Grantor, does hereby convey and forever warrant unto INDUSTRIAL DEVELOPMENT AUTHORITY OF MADISON COUNTY, MISSISSIPPI, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land fronting on the north side of the Gluckstadt Road, containing 115.21 acres, more or less, lying and being situated in the SE 1/4 of Section 21, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Beginning at the SE fence corner of the Clarence Schmidt property as conveyed by deed recorded in Deed Book 119 at Page 276 in the records of the Chancery Clerk of Madison County, Mississippi (said fence corner representing the intersection of the west line of the SE 1/4 of said Section 21 with the north margin of the Gluckstadt Road according to the said Schmidt Deed); and run N 0° 04'30" E along the existing fence for 1824.0 feet to a point on the east ROW line of I-55 Highway; thence N 29°33'56" E along said ROW for 121.25 feet to an iron pin; thence N 89°55'40"E for 2501.8 feet to an iron pin on a fence on the west margin of a county public road; thence S 0°30'15" E along the existing fence and west margin of said county public road for 322.14 feet to a fence corner; thence S 1°23'27" E along the existing fence for 274.9 feet to a fence corner; thence S 0°20'50" E along the existing fence for 897.86 feet to an iron pipe that is 2 feet north of a fence corner, said pipe being on the north margin of the Gluckstadt Road; thence along the curve of the existing fence (said curve having chords of S60°48'10" W for 106.58 feet and S 77°16'17" W for 187.18 feet) to a point; thence S 89°46'31" W along the north margin of said Gluckstadt Road for 2370.7 feet to the point of beginning.

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

						Mississippi	
	the year	[,] 1980, v	hich	shall	Ъę	prorated as	follows:
Grantor:	<u>. 84</u>	Mo.	;	Grante	e:_	372 Mo.	

BOOK 171 PAGE 267

- 2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 3. The reservation and/or conveyance by prior owners of undivided 3/4 interest in all oil, gas and other minerals lying in, on and under the subject property.
- 4. An oral crop lease to Gerald Pickle for the crop year 1980.
- 5. The Grantees will allow Kenneth A. Primos, Jr. until December 15, 1980, to remove from the premises the house which is presently located thereon.

WITNESS MY SIGNATURE on this the 15^{M} day of September, 1980.

GLUCKSTADT RANCH, LTD., A Mississippi Limited Partnership

BY:

BY: Kinth Dinos/R

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid jurisdiction Kenneth A. Primos Jr. and John L. Burwell Jr., who acknowledged to me that they are the General Partners of GLUCKSTADT RANCH, LTD., A Mississippi Limited Partnership, and that as such, they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated in the name of, for and on behalf of the said Partnership, they being first duly authorized so to do.

171 PAGE 268 GIVEN UNDER MY HAND and official seal on this the 15th day of September, 1980.

W. South. K

(SEAL)

B-20-83

STATE OF MISSISSIPPI, County of Medison:

KOOK 171 PAGE 269 QUITCLAIM 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, GLUCKSTADT RANCH, LTD., A Mississippi Limited Partnership, Grantor, do hereby remise, release, convey and forever quitclaim unto INDUSTRIAL DEVELOPMENT AUTHORITY OF MADISON COUNTY, MISSISSIPPI, Grantee, all of its estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land fronting on the north side of the Gluckstadt Road, containing 130.15 acres, more or less, lying and being situated in the SE corner of Section 21, Township 8 North, Range 2 East, Madison Section 21, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows: Beginning at the SE fence corner of the as follows: Beginning at the records of the in Deed Book 119 at Page 276 in the records of the in Deed Book 119 at Page 276 in the records of the in Deed Book 119 at Page 276 in the records of the in Deed Book 119 at Page 276 in the records of the in Deed Book 119 at Page 276 in the records of the in Deed Book 119 at Page 276 in the north line of the SE 1/4 of said Section 21 with the north line of the SE 1/4 of said Section 21 with the north line of the SE 1/4 of said Section 21 with the north line of the SE 1/4 feet to a point on the east ROW line of fence for 1824 feet to a point on the east ROW line of fence for 1824 feet to a point on the east ROW line of fence for 1824 feet to a fence corner of the Hawthorne property (Deed Book 117 page 702); thence N Hawthorne property (Deed Book 117 page 702); thence N 110 fer 2345.4 feet to a fence corner on the west line for 2345.4 feet to a fence corner on the west line for 2345.4 feet to a fence corner on the west along the existing fence and west margin of said along the existing fence for 342 feet to a fence corner; thence S 00°31' E along the existing fence for thence S 00°37' E along the existing fence for 898 thence S 00°37' E along the existing fence for 898 thence S 00°37' E along the existing fence for 898 thence S 00°37' E along the existing fence for 898 thence S 00°37' E along the existing fence for 898 thence S 00°37' E along the existing fence for 898 thence S 00°37' E along the existing fence for 898 thence S 00°37' E along the existing fence for 896 thence S 00°37' E along the existing fence on 124.4 feet and S 77°00' W for 165.6 feet) to a for 124.4 feet and S 77°00' W for 165.6 feet) to a for 12

LESS AND EXCEPT:

Commencing at the SE fence corner of the Clarence Schmidt property as conveyed by deed recorded in Deed Book 119 at page 276 in the records of the Chancery Clerk of said county (said fence corner representing the intersection of the west line of the SE 1/4 of said Section 21 with the north margin of the Gluckstadt Road according to said Schmidt deed), and run N 00°15' W along the existing fence for 1824 feet to a point on the east right of way line of Interstate thighway No. 55; thence N 29°20' E along said east right of way line for 121 feet to the SW corner and point of beginning of the property herein described; thence N 29°20'E along said east right of way line for 310.8 feet to a fence corner at the SW corner of the Hawthorne property (Deed Book 117, Page 702); thence N 89°34' E along said Hawthorne's existing south fence line for 2345.4 feet to a fence corner on the west margin of Old Jackson Road; thence S 00°31' E along the west margin of said road for 269.8 feet to a point; thence S 89°34' W parallel to said Hawthorne south fence line for 2499.9 feet to the point of beginning.

WITNESS MY SIGNATURE on this the 15th day of September;

GLUCKSTADT RANCH, LTD., A Mississippi Limited Partnership

General Partner

BY: Sunah Bonnos fur General Partner

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid jurisdiction <u>John L. Burwert Jr.</u> and <u>Kenueru A. Primos Jr.</u>, who acknowledged to me that they are all of the General Partners of GLUCKSTADT RANCH, LTD., A

. BOOK 171 PAGE 271

Mississippi Limited Partnership, and that as such, they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated in the name of, for and on behalf of the said Partnership, they being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this the 15th day _, 1980. SEPTEMBOR

SSION EXPIRES:

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

STATE OF MISSISSIPPI COUNTY OF MADISON



4468

QUITCLAIM DEED

FOR AND IN CONSIDERATION of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, Pamelia F. McFarland, do hereby convey and quitclaim unto Milton R. McFarland the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 11 in Block B of GREEN ACRES SUBDIVISION according to the map or plat thereof, which is on file and of record in Plat Book 3 at Page 40 in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid and as a part of this description this description.

WITNESS my signature this the 1st day of July, 1980.

Ramelia F. McFarland

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named Pamelia F. McFarland, who acknowledged that she signed and delivered the above and foregoing QUITCLAIM DEED on the day and year therein mentioned, as and for her act and deed.

WITNESS my signature and official seal, this the 1st day of July, 1980.

martha m. Bullack

My Commission Expires:

OCK O HADA

On the STATE OF WISSISSIPPI; County of Madison:

UBLI

NOTARI-

BOOK-171 PAGE 273 -WARRANTY DEED-

3463 FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt \$ of all of which is hereby acknowledged, the undersigned HARRELL_E. HOLLOWAY, JR. and wife, CHRISTINE C. HOLLOMAY do hereby sell, convey and warrant unto TEDDY J. CHAMBERS and wife, DORIS C. CHAMBERS, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

> Lot 1, Longmeadow Subdivision, Part 1, Revised, 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 6 at page 23 reference to which map or plat is here made in aid of and as a part of this description.

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

GRANTEES assume and agree to pay that certain Deed of Trust executed by Harrell E. Holloway, Jr. and wife, Christine C. Holloway to Mid State Mortgage Company, dated October 27, 1978, recorded in Book 449 at page 337, securing \$48,950.00.

GRANTORS do hereby assign, set over and deliver unto the Grantees any and all escrow funds held by beneficiary under said Deed of Trust.

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 $% \left(1\right) =\left(1\right) \left(1\right)$ 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.

WITHESS THE SIGNATURES of the Grantors, this the 8th day of September 1980.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Harrell E. Holloway, Jr. and wife, Christine C..Holloway, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

Notary Public No

FOOK 171 PAGE 275 ASSUMPTION WARRANTY DEED

and other consideration cash in hand paid, for the further consideration of the assumption by Grantees of that certain outstanding loan in the amount of Forty-Six Thousand, Three Hundred Twenty-Five and 95/100 (\$46,325.95) Dollars owed Jackson Savings and Loan Association of Jackson, Mississippi by Grantors, the receipt and sufficiency of all of which consideration is hereby acknowledged, we, VERNON LARRY HALL and KATHERINE THOMPSON HALL, husband and wife, the Grantors, do hereby sell, convey and warrant unto CHARLES W. PERKINS and SHEILA H. PERKINS, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, the Grantees, the following described land and property situated in Madison County, Mississippi, more particularly described as follows, to-wit:

Lot 12, Pecan Creek Subdivision, 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 Cabinet B, Slide 25, reference to which is hereby made in aid of and as a part of this description;

this conveyance and Grantors' warranty of title, however, being subject to the following reservations, exceptions, liens and encumbrances:

- 1. Those certain protective covenants and restrictions on file in the Office of the Chancery Clerk of Madison County at Canton, Mississippi in Book 445 at Page 361.
- 2. That certain Deed of Trust dated August 24, 1979, executed by Vernon Larry Hall and Katherine Thompson Hall to Thomas I. Starling, Jr., Trustee for Jackson Savings and Loan Association, Jackson, Mississippi, covering the properties herein conveyed, said Deed of Trust being recorded in the Office of the Chancery Clerk of Madison County at Canton, Mississippi in Book 461 at Page 369.
- 3. City, County and State ad valorem taxes for the year 1980 covering the above described property, which said taxes shall be prorated by and between Grantors and Grantees as of the date of execution of this instrument.

- 4. All zoning regulations now in force and effect.
- 5. A Vendor's Lien as hereinafter specifically provided.

 As an essential part of the consideration for the conveyance of the above land by Grantors to Grantees, said Grantees,
 jointly and severally, do hereby covenant, promise and agree
 as follows:
- 1. To assume and to pay as and when due the entire outstanding indebtedness owed by Grantors to Jackson Savings and Loan Association, Jackson, Mississippi, in the principal sum of \$46,325.95, together with all interest now or hereafter accrued or accruing thereon, as evidenced by that certain Promissory Note from Grantors to Jackson Savings and Loan Association, Jackson, Mississippi, dated August 24, 1979, reference to which said instrument is hereby made as if copied herein in words and figures.
- 2. To assume and to duly fulfill each covenant, condition and obligation of Grantors, imposed upon Grantors or arising by virtue of the terms and conditions of that certain Deed of Trust executed by Grantors in favor of Jackson Savings and Loan Association, dated August 24, 1979, recorded in the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Book 461 at Page 369, reference to which said instrument is hereby made as if copied herein in words and figures.

Grantors hereby reserve unto themselves a Vendors' lien in the above described property to secure the balance of the payment of the purchase price therefor, to-wit: those certain sums to be paid Jackson Savings and Loan Association, Jackson, Mississippi, under the terms of the Note and Deed of Trust dated August 24, 1979, as hereinabove particularly described; said Vendors' lien automatically shall terminate simultaneously with the valid cancellation of record of said Deed of Trust recorded in Book 461 at Page 369.

EDDK 171 PAGE 277

For the considerations hereinabove stated, Grantors sell, convey and assign unto Grantees all draperies presently located herein conveyed shall be delivered by Grantors to Grantees as

on the above described premises. Possession of the property of the date of execution hereof. EXECUTED this the 13 day of Liptonbur KATHERINE THOMPSON HALL COUNTY OF GREENVILL Personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named VERNON LARRY HALL and wife, KATHERINE THOMPSON HALL, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein stated. Given under my hand and seal of office, this the 12_, 1980. My Commission Expires: <u>5~18-98</u> STATE OF MISSISSIPPI, County of Madison: for record in my office this day of SEP 191980 19. Book No. on Page 2. in my office. Witness my hand and seal of office, this theof .. SEP 1. 9. 1980....... 19

BILLYV. COOPER, CIPIK

... 4472

WARRANTY DEED

BOOK 171 PAGE 278

KNOW ALL MEN BY THESE PRESENTS:

That Robert R. Matthews and Paulette H. Matthews
his wife, for the consideration of the sum of one dollar (\$1.00) and other
good and valuable consideration, the receipt of which is acknowledged,

Commencing at the Southeast corner of the 9.73 acre tract of land owned by John B. Riley, Sr., said corner being at the intersection of the Northern line of Peach Street, (Also being the Northern right-of-way of MS Highway 22) and the Western line of the 4th Street, (MS Highway 22) as shown on the official map of the Town of Flora, Mississippi, thence Northerly along the Westerly line of 4th Street, (MS Highway 22) 400 feet to a point of beginning, thence Westerly at right of angles 200 feet, thence Northerly at right angles 94 feet, thence Easterly at right angles 200 feet to a point in the Westerly line of 4th Street, (MS Highway 22), thence Southerly along the Western line of 4th Street 94 feet to a point of beginning. Also described as being part of Lot 5, JOHN B. RILEY SUBDIVISION, all of which is situated in the Northeast ½, Section 17, Township 8 North, Range 1 West, Madison County, Mississippi. ippi.

EXCEPTIONS:

- 1. All oil, gas, other minerals reserved by prior owners.
- 2. Zoning ordinances of record.
- 3. Deed of trust, Robert R. Mathews et al to Farmers Home Administration, dated January 29, 1979, \$25,000.00, filed for record at 11:20 a.m. on January 29, 1979, recorded in Book 452, Page 196.
- 4. 1979 City, County and State Advalorem Taxes now due.
- 5. 1980 City, County and State Advalorem Taxes not yet due. Sen 3 3 1

Any set of facts an accurate survey would reveal.

TO HAVE AND TO HOLD the said property unto the United States of America, and unto its assigns forever, together with all and singular the tenements, appurtenances, and hereditaments thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, We have	hereunto set our hands and seals on ay of September , 1980 .
this, the <u>wayth</u>	
	Jan S. Land
<u>. 1</u>	Koley R. Harber
•	Robert R. Matthews
	O Att who mothers
	The state of the s
	Paulette H. Matthews
	• • • • • • • • • • • • • • • • • • • •
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	CKNOWLEDGEMENT
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STATE OF MISSISSIPPI) SS	
COUNTY OF Makes	
	e me, the undersigned authority in and for the within named Color P matter
and its	AWALL THE ARREST HAD STONED AND UCLIVE
hand and o	official seal this 9th day of Sextenhe
Given under my hand and s	
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2010, 19.00	A CALL OF THE PARTY OF THE PART
	The same filed
OF AUSSISSIPP! County of Madison:	A said County, certify that the within instrument was income
STATE OF THE V Cooper Clerk of the Chancer	y court of said sound at 1900 at 1000 o'clock
is my office this day of	CEO 1 9 1980 19 Book No. /. /. on Page C. /
for record in the day of	SEP 1 \$ 1980
my office and sent of office, this th	BILLY V. COOPER, Clerk
Witness my nand and	SEP 1 9 1980
Witness my walls and the same of the same	Ву
A Committee of the Comm	
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•	•

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00)

cash in hand paid and other good and valuable consideration, the
receipt and sufficiency of which is hereby acknowledged,

CLARIDGE AND ASSOCIATES, INC., a Mississippi Corporation,

Grantor, does hereby convey and forever warrant unto MELVIN

PHILLIPS, Grantee, the following described real property lying

and being situated in Madison County, Mississippi, to-wit:

Beginning where the southeast corner of a road known as the school road way intersects the Canton and Jackson Gravel Road and thence run South along the west margin of said Canton and Jackson Gravel Road 50 feet, thence west 150 feet, thence north 50 feet, thence east along the south margin of the school roadway 150 feet to the point of beginning, said lot being in the NE 1/4 of SE 1/4 of Section 33, Township 9, Range 2 East, said lot has been staked off and pointed out to the Grantee herein. This lot is part of the land purchased by S. L. High from the Trustees of Canton Municipal Separate School District, Madison County, Mississippi on November 17, 1958, and recorded in Deed Book 73 on page 504 thereof in the Chancery Clerk's Office for Madison County, Mississippi.

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

- 1. County of Madison and State of Mississippi ad valorem taxes which shall be due and payable on Janaury 1, 1981, shall be prorated as of the date hereof.
- 2. Any and all prior reservations and interest in minerals lying in, on or under the subject property by prior parties in interest or Grantors.
- 3. Any and all easements and/or rights of ways of record.
 WITNESS OUR SIGNATURES on this the day of September,

CLARIDGE AND ASSOCIATES, INC.

BY: Case, President

ATTEST:

C. R. Montgomery Secretary

STATE OR MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, G. M. CASE and C. R. MONTGOMERY, who acknowledged to me that they are the President and Secretary, respectively, of Claridge & Associates, Inc., a Mississippi corporation, and that as such they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

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

(SEAL)

Grandwaskii Explies July 28, 1981

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

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 legal sufficiency of all of which is hereby acknowledged, I, TOMMY DUNLAP, dohereby sell, convey and warrant unto EDWARD B. FIFE, JR. and SANDRA C. FIFE, as joint tenants with full rights of survivorship and not as tenants in common, the following described property lying and being situated in the Town of Flora, Madison County, Mississippi, to-wit:

The North 1/2 of Lot 1 and 2 of Block 16 of Allen's Addition to the Town of Flora, Mississippi, according to the plat thereof recorded in the office of the Chancery Clerk of Madison County, at Canton, Mississippi.

It is understood and agreed that taxes for the current year are to be paid by Grantor.

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

WITNESS THE SIGNATURE of the undersigned Grantor, this the day of September, 1980.

Tommy Dundge

STATE OF MISSISSIPPI COUNTY OF MADISON

PESONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named TOMMY DUNLAP, who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 16 NOTARY PUBLIC

Expires:

STATE OF MISSISSIPP: County of Madison:

BILLY V. COOPER, Clyk By. M. (I) right..., D.C. Form FmHA-Miss. 465-12A (10-9-73)

3 4482

the take to "

. QUITCLAIM DEED

600K 171 PAGE 283

Š. 3,

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers
Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS
to Edna M. Johnson and .x> xx x x

Lot 14, Block "D", Magnolia Heights, Part 2, a subidvision of Madison County, Mississippi according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at Page 5 thereof, reference to which is hereby made in aid of and as a part 25/25211 of this description.

SUBJECT 'TO:

- Reservation of all oil, gas and other minerals in, on and under the described property.
- Easement for sewer lines as set forth on the aforesaid Plat of Magnolia Heights Subidvision.
- 3. Right-of-way to Mississippi Power and Light Company for construction, operation and maintenance of electric circuit, dated January 2, 1950, and recorded in Book 46 at Pate 169.
- 4. Terms and conditions contained in that certain deed recorded in Book 45 at Page 348, and corrected deed recorded in Book 46 at Pages 114 and 115.

 5. Right-of-way and easement to Southern Bell Telephone and Telegraph Co. as shown by instrument dated October 31, 1966, and recorded in Book 104 at Page 79.
- Page 79.

 6. Lien of Persimmon-Burnt Corn Water Management District, being a Chancery Clerk's Decree filed March 26, 1962, and recorded in Minute Book 37 at Page 524 of the Chancery Court of Madison County, Mississippi

This deed is executed and delivered pursuant to the provisions of contract for sale dated September 2, 1980 and the authority set forth in 7 CFR 1800.22.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom. Dated September 3, 19 80 By Sylve Director
Farmers None Administration . United States Department of Agriculture - 1mg · ACKNOWLEDGMENT Administration, United States Department of Agriculture, and acknowledged to me that he signed, executed and delivered the said deed in the capacity therein stated as his free and voluntary act and deed and as the free and voluntary act and deed of the United States of America, for the uses, purposes, and consideration therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the day and year last above written.

In the set my hand and seal this the day and year last above written. My Commission Expires:

June. 26, 1981

STATE OF MISSISSIPPI Southly of Madison:

STATE OF MISSISSIPPI Southly of Madison:

Billy / Cooper, Clerk of the Chancery Gourt of said County, certify that the within instrument was filed for record in my office this // day of // 19 // at 3 // 30'clock // My, and was duly recorded on the day of SEP 19 1980 // SEP 19 1980

Witness my hand and seal of office, this the of SEP 19 1980 // 19

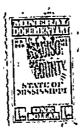
BILLY V. COOPER, Clerk

By ... Mau J. Jaylor

S.E.A.L. T. And S. C. S. C. A.L. T. A. T. A.

4485 WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, BILLY V. COOPER, do hereby convey and forever warrant, subject to the limitations and exceptions hereinafter contained, unto LLOYD M. HARRINGTON, the following described real property lying and being situated in Madison County, Mississippi, to wit:



TRACT ONE: A tract of land fronting 2.58 chains on the North side of the Public Road, and being more particularly described as "Beginning at a point that is 3.87 chains South, and 4.25 chains West of the NE corner of Section 31, T10N-R3E, Madison County, Mississippi, and from said point of beginning, being the NW corner of tract being described, run thence South for 16.35 chains to the North ROW line of the Public Road, thence running N 75° 27'E for 2.58 chains along the North ROW of said Road, thence running North 15.71 chains, thence running West for 2.50 chains to the point of beginning and containing 4.0 acres, more or less, and being situated in the NE 1/4 of NE 1/4 of Section 31, T10N-R3E, Madison County, Mississippi.

TRACT TWO: A tract of land fronting 2.89 chains on the North side of the Public Road, and being more particularly described as "Beginning at a point that is 3.87 chains South, and 2.25 chains East of the NE corner of Section 31, T10N-R3E, Madison County, Mississippi, and from said point of beginning, being the NW corner of tract being described, run thence South for 14.68 chains to the North ROW line of the Public Road, thence running North 75° 27' E for 2.89 chains along said ROW, thence running North for 13.95 chains thence running West for 2.80 chains to the point of beginning and being situated in the NE 1/4 of NW 1/4 of Section 32, T10N-R3E, Madison County, Mississippi, containing 4.0 acres, more or less.

TRACT THREE: A tract of land fronting 5.13 chains on the North side of the Public Road, and being more particularly described as "Beginning at a point that is 3.87 chains South, and 4.25 chains West of the NE corner of Section 31, T10N-R3E, Madison County, Mississippi, and from said point of beginning run thence East for 9.30 chains, thence running South for 13.95 chains to the North ROW line of the Public Road, thence running North 75° 27' East for 5.13 chains along said ROW, thence running North for 25.87 chains, thence running West for 14.25 chains, thence running South 13.22 chains to the point of beginning, and containing in all 26.00 acres, more or less, and all being situated in Sections 29, 30, 31 and 32, T10N-R3E, Madison County, Mississippi.

The lands hereby conveyed being further described as shares 1, 4, and 5 of the Harry Jones Estate, which were separately allotted to A. R. Jones, Mariah Vanible Jones, et al, and Allecy Jones Nichols, respectively, under and pursuant to a decree entered on March 13,

1972, by the Chancery Court of Madison County, Mississippi, in Cause No. 20-814 on the docket thereof, the same being of record in Minute Book 57 at page 125 and in Deed Book 126 at page 310, in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid and as a part of this description, and as shown on the plat of division of the Harry Jones Estate, prepared by M. H. James, Jr., a true and correct copy of which is attached hereto as Exhibit "A".

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

- I. County of Madison and State of Mississippi ad valorem taxes for the year 1980, and subsequent years.
- 2. The exception and reservation of an undivided three-fourths (3/4ths) interest in and to all oil, gas and other minerals in, on and underlying the above described property under and pursuant to that certain deed from C. J. Edgar to Harry C. James dated October 9, 1945, and recorded in Deed Book 31 at page 108 in the office of the Chancery Clerk of Madison County, Mississippi.
- 3. The exception of an undivided nineteen-eightieths (19/80ths) interest in and to all oil, gas and other minerals in, on and underlying Tracts Ones and Two. The Grantor hereby reserved unto himself one-half (1/2) of the remaining one-eightieth (1/80th) interest therein or as otherwise expressed an undivided one-one hundred sixtieth (1/160th) of the whole interest therein.
- 4. The exception of an undivided seven-fourtieths (7/40ths) interest in and to all oil, gas and other minerals in, on and underlying Tract Three. The Grantor hereby reserves unto himself one-half (1/2) of the remaining three-fortieths (3/40ths) interest or as otherwise expressed an undivided three-eightieths (3/80ths) of the whole interest therein.
- 5. The Madison County, Mississippi Zoning Ordinance and Subdivision Regulations.

WITNESS MY SIGNATURE on this 15th day of September, 1980.

Billy V. GOOPER GRANTOR

STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 171 PAGE 287

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

GIVEN UNDER MY HAND and official seal of office on this 15th day of September, 1980.

MA COMMISSION EXPIRES:

57 page 128 1008 BOOK 126 PALES13 k 15 Poqu 25 N 14.95-523-25.67 Chs. KE: 5 į 79.57 Division JONES ESTATE gelng بري. ۲۰ JAMES JR., Acreage I owners in Sections 25-30-31-32. Tioxk3E, Hadison County, Hiss. STATE OF MISSISSIPPI, County of Madison:

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1972 at 20 o'clock M.

1972 Book No. 25 on Page 3/0.

1972 M. A SIMS, Clark

By Madison:

1972 Book No. 25 on Page 3/0.

W. A SIMS, Clark

By Madison:

1972 Book No. 25 on Page 3/0.

STATE OF MISSISSIPPI, County of Madison:

1973 Book No. 25 on Page 3/0.

EXITIBIT "A"

STATE OF MISSISSIPPI, County of Madison:

1973 Book No. 25 on Page 3/0.

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EXITIBIT "A"

BILLY V. COOPER, Clark

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DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption and agreement to pay by the Grantees herein, when and as due, their pro-rata share of the outstanding balance of the rental payments due and owing by the Grantor herein, under that certain Lease Agreement dated September 28, 1978 and filed for record in Book 448 at Page 203 in the office of the Chancery Clerk of Madison County, Mississippi, said Lease Agreement having been subsequently supplemented and amended by instruments filed for record in Book 456 at Page 100, Book 462 at Page 362 and Book 462 at Page 620, the undersigned, The Breakers of Mississippi, Ltd., a Mississippi Corporation, Grantor does hereby sell, convey and warrant unto Curtis E. Bell and Sharae T. Bell -----Grantees, as joint tenants with full rights of survivorship and not as tenants in common, leasehold interest in the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Unit. 55, and an undivided interest in the common areas (and all other rights thereunto pertaining) of The Breakers, a Condominium, according to the Plan of Condominium for such project, the plats and exhibits attached thereto, as recorded in Book 466, Page 200; and the subdivision plat recorded in Cabinet B, Slide 39, in the Office of the Chancery Clerk of Madison County at Canton, Mississippi.

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

This leasehold conveyance is made subject to the following:

- 1. All the terms and conditions of the above described Lease Agreement.
- 2. All protective covenants, easements and rights-of-way of record and zoning ordinances affecting the above described property.
- 3. The liens of the 1980 state, county and city taxes, which are not yet due and payable, which are to be pro-rated as of the date of delivery of this deed.
- All prior oil, gas and mineral reservations, conveyances or leases of record as pertain to the subject property.
- 5. The terms, conditions, liens, easements, rights and obligations contained in the Declaration of Restrictions (to-

gether with any amendments thereto) as recorded in Book 466, Page 200, in the office of the Chancery Clerk of Madison County, Mississippi. WITNESS THE SIGNATURE, this the 12th day of September. 1980. THE BREAKERS OF MISSISSIPPI, LTD. STATE OF MISSISSIPPI - HINDS COUNTY OF _ Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Paul Garner who acknowledged that he is Chairman of the Board of The Breakers of Mississippi, Ltd., a Mississippi corporation, and that for and on behalf of said corporation, he signed, sealed, and delivered the foregoing Deed on the day and year therein mentioned as its act and deed, being first duly authorized so to do. GIVEN under my hand and official seal, this the 12th day STATE OF MISSISSIPPO County of Madison:



BÓOK 171 PAGE 291

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), CASH IN HAND PAID, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, SMITHWICK HOMES, ÎNC., À MISSISSIPPI CORPORATION, DOES HEREBY SELL, CONVEY AND WARRANT UNTO JAMES BARRY WINSLOW AND LINDA J. WINSLOW, HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON, THE FOLLOWING DESCRIBED REAL PROPERTY LYING AND BEING SITUATED IN MADISON COUNTY, MISSISSIPPI, TO-WIT:

LOT SIX (6), TREASURE COVE SUBDIVISION, PART I, A SUBDIVISION IN AND TO THE COUNTY OF MADISON, STATE OF MISSISSIPPI ACCORDING TO A MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF MADISON COUNTY AT CANTON, MISSISSIPPI, IN PLAT BOOK 6 AT PAGE 17 THEREOF, REFERENCE TO-WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

THIS CONVEYANCE IS SUBJECT TO THOSE PROTECTIVE COVENANTS RECORDED IN BOOK 426 AT PAGE 22, RECORDS OF SAID COUNTY, AND ANY RIGHTS OF WAY, EASEMENTS OR MINERAL RESERVATIONS OF RECORD PERTAINING TO THE SUBJECT LANDS.

ALL AD VALOREM TAXES FOR YEAR 1980 ARE TO BE PRORATED BETWEEN THE PARTIES HERETO AS OF THE DATE HEREOF. SHOULD IT BE ASCERTAINED THAT GRANTOR HAS NOT PAID ITS PRORATA SHARE OF 1980 TAXES WHEN SAME BECOME DUE, GRANTOR AGREES TO PAY TO GRANTEES AN ADDITIONAL AMOUNT TO EQUAL ITS PRORATA SHARE OF SAID TAXES.

WITNESS THE SIGNATURE OF THE CORPORATION THIS 15 DAY OF SEPTEMBER, 1980.

> SMITHWICK HOMES, ANC.

STATE OF MISSISSIPPI COUNTY OF HINDS

THIS DAY PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE AND COUNTY AFORESAID, BILL J. SMITH, WHO ACKNOWLEDGED TO ME THAT HE IS PRESIDENT OF SMITHWICK HOMES, INC., A MISSISSIPPI CORPORATION, AND THAT HE SIGNED THE EXECUTED AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT FOR AND ON BEHALF OF SAID CORPORATION, AS THE ACT AND DEED OF SAID CORPORATION, ON THE DAY AND YEAR THEREIN MENTIONED. HE BEING FIRST DULY AUTHORIZED SO TO DO.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 15

NOTARY PUBL

1-15-73

MY COMM.EX:_ STATE OF MISSISSIPPI County of Madison:

· KANTAK TERMENTAN

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MODE 171 PAGE 292



DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption and agreement to pay by the Grantees herein, when and as due, their pro-rata share of the outstanding balance of the rental payments due and owing by the Grantor herein, under that certain Lease Agreement dated September 28, 1978 and filed for record in Book 448 at Page 203 in the office of the Chancery Clerk of Madison County, Mississippi, said Lease Agreement having been subsequently supplemented and amended by instruments filed for record in Book 456 at Page 100, Book 462 at Page 362 and Book 462 at Page 620, the undersigned, The Breakers of Mississippi, Ltd., a Mississippi corporation, Grantor does hereby sell, convey and warrant unto Zareh Maranian and Paul R. Maranian , Grantee, leasehold interest in the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Unit 76, and an undivided interest in the common areas (and all other rights thereunto pertaining) of The Breakers, a Condominium, according to the Plan of Condominium for such project, the plats and exhibits attached thereto, as recorded in Book 466, Page 200; and the subdivision plat recorded in Cabinet B, Slide 39, in the Office of the Chancery Clerk of Madison County at Canton, Mississippi.

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

This leasehold conveyance is made subject to the following:

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

WITNESS THE SIGNATURE, this the 10 day of plember 1980.

THE BREAKERS OF MISSISSIPPI, LTD.

STATE OF MISSISSIPPI

COUNTY OF Hinds

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

GIVEN under my hand and official seal, this the 10th day _, 1980. of <u>September</u>

My Commission Expires:

C My Commission Espace June 11, 1984.

STATE OF MISSISSIRP! County of Madison:

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, BILLY D. JOHNSON and wife, LINDA R. JOHNSON, do hereby sell, convey and warrant unto HERBERT POWER, JR. and wife, GLORY B. POWER, as joint tenants with the full right of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Part of Lot 3, Lansdowne Estates, a subdivision, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 4, page 6, reference to which is hereby made in aid of and as a part of this description, being more particularly described as follows:

Beginning at the northwest corner of Lot 3, and run in a southwesterly direction and along the west line of Lot 3, 335 feet to the southwest corner of Lot 3, thence southeasterly and along the south line of Lot 3, 459 feet to a post, thence northeasterly and parallel to the west line of Lot 3, 336 feet, more or less, to a point on the north line of Lot 3, thence northwesterly and along the north line of Lot 3, 458.5 feet, more or less, to the point of beginning.

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

The 1980 ad valorem taxes are to be pro rated as of the date of this conveyance.

s conveyance.
WITNESS our signatures, this 12 day of September, 1980.

Billy O. Je hoson

Linda R. JOHNSON

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 BILLY D. JOHNSON and wife, LINDA R. JOHNSON, who each acknowledged that they signed and delivered the foregoing instrument of writing on the day and in the year therein mentioned.

Given under my hand and seal of office, this 12

of September, 1980.

TE OF MISSISSIPPI, County of Madison:

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

STATE OF MISSISSIPPI COUNTY OF MADISON

CORRECTIVE QUITCLAIM DEED

TOM. WHEREAS, by Quitclaim Deed dated June 2, 1980, Charles DeWitt Walcott, III and Marion Brown Walcott did give, remise, release, and forever quitclaim unto Bagley, Walcott & Associates, Inc., a Mississippi corporation, all of their interest in the real property described below; and

WHEREAS, Charles DeWitt Walcott, III, did sign that deed as C. DeWitt Walcott, III; and

WHEREAS, Charles DeWitt Walcott, III now wishes the public land records of Madison County, Mississippi to reflect that C. DeWitt Walcott, III is the same as Charles DeWitt Walcott, 1. A. Mar III;

THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, Charles DeWitt Walcott, III and wife, Marion Brown Walcott (the "Grantors") do hereby give, remise, release, and forever quitclaim unto Bagley, Walcott & Associates, Inc., a corporation duly incorporated under the laws of the State of Mississippi (the "Grantee"), and its assigns, all that parcel of land, lying in Madison County, Mississippi, and more particularly described as follows:

LOT NINETEEN (19), TREASURE COVE, PART TWO, LOT NINETEEN (19), TREASURE COVE, PART TWO, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in plat slide B-17, reference to which is hereby made in aid of and as a part of this description scription.

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

IN WITNESS WHEREOF, the Grantors have set their hand and seal this the 177 day of June, 1980.

STATE OF MISSISSIPPI COUNTY OF Prinking

Personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named Charles DeWitt Walcott, III who acknowledged that he signed, executed and delivered the above and foregoing instrument, as his act and deed.

GIVEN under my hand and seal of office, this the 12 to day of Juffe, 1980.

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My Commission Expires: My Commission Expires Aug. 17, 192"

STATE OF MISSISSIPPI COUNTY OF Ranken

Personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, the within named Marion Brown Walcott who acknowledged that she signed, executed and delivered the above and foregoing instrument, as her act and deed.

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

My Commission Expires: My Commission Expires Aug 17, 1952

STATE OF MISSISSIPPI, County of Madison:

BILLX V. COOPER, Clerk
By D. C.

DEED

FOR AND IN CONSIDERATION of the sum of One Hundred Eighty Seven Thousand and No/100ths Dollars (\$187,000.00), cash in hand paid, R. L. GOZA, Successor Receiver of the Bank of Madison, does hereby convey and quitclaim unto David W. Fieselman, the following described parcel of property lying and being situated in the county of Madison, Mississippi, to-wit:

The Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi, containing 39.70 acres, more or less.

This Deed is executed by the undersigned pursuant to authority granted by the Chancery Court of Madison County, Mississippi by Order dated the <u>11th</u> day of <u>September</u>, 1980 in Cause Number 10,096 on the docket of the Chancery Court of Madison County, Mississippi styled "IN THE MATTER OF THE RECEIVER-SHIP OF BANK OF MADISON, MADISON, MISSISSIPPI".

WITNESS	MY	SIGNATURE	THIS	THE	17th		day	of	
September		, 1980.							٠
		,		M	12	m 0	-		
			j	R. L.	GOZA,			RECEIVER	

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, R. L. Goza, Successor Receiver of the Bank of Madison, who acknowledged to me that he signed, executed and delivered the above and foregoing Deed on the day and year therein mentioned.

Given under my hand and official seal, this the 17th _, 1980. September Commission Expires:

STATE OF MISSISSIFF 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, L. day of SEP.1 9.1980. 19 Book No. 21 on Page 7.8 in my office. The state of the s

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

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

TRACT I:

E% SW% NE%, Section 23, Township 1 containing 20 acres, more or less. Section 23, Township 11 North, Range 3 East

TRACT II:

All of that part of Why SEN less 25 acres off of the west side thereof and all of that part of 5 acres off of the west side of Ek SEk in Section 23, Township 11 North, Range 3 East which lies north of the Old Concord Church and Loring Gin Public Road, containing 2 acres, more or less.

Less and except an undivided 9/10ths interest in and to all of the oil, gas and other minerals in, on and under Tract I.

Less and except all of the oil, gas and other minerals in, on and under Tract II.

State and county ad valorem taxes for the year 1980 have been prorated as of the date of this instrument and Grantee herein agrees to pay same when they become due and payable.

WITNESS MY SIGNATURE, this the day of September, 1980.

& Forms

STATE OF MISSISSIPPI COUNTY OF HOLMES

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

GIVEN UNDER MY HAND and official seal, this the 17 day of September, 1980.

Commission Expires:

ប់រាំមុន៍វិទេ February 9, 1931.

STATE QE MISSISSIPPT, County of Madison:

and seal of of

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