

MA

Tract No. MA-48,50,52

Rods 660

Draft No. 656

BOOK 171 PAGE 400

RIGHT-OF-WAY AND EASEMENT

INDEXED

4693

STATE OF MISSISSIPPI

COUNTY OF Madison

FOR AND IN CONSIDERATION OF the sum of Two Thousand Two Hundred Dollars (\$2200) cash in hand this day paid, and other good and valuable consideration the receipt and sufficiency of all of which is hereby acknowledged, I, we, Patricia Hardy Weathersby

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

This agreement shall remain in force until there is a cessation of use. For the purposes of this agreement, cessation of use is defined as a cessation by grantee or his assigns, of any use of said pipeline for a period of two years, and such cessation shall automatically terminate this agreement. Lands covered by this right of way and easement are as described on "Exhibit A" attached hereto and made a part hereof as though set out in full herein.

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

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

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

Grantee shall bury the above-mentioned pipeline to a depth of not less than <sup>36</sup> ~~30~~ inches below the normal surface <sup>(G.W.)</sup> of the soil. Grantee shall pay for damages to annual growing crops, fences or timber <sup>and/or maintenance</sup> which may arise from the construction of said pipeline and appurtenances. Further, Grantee shall pay for damages to annual growing crops or fences <sup>or timber or roads</sup> which may arise from the exercise of all rights herein granted other than construction rights.

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

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

IN WITNESS HEREOF, the Grantor herein has executed this conveyance this the 17 day of September 1980:

WITNESSES:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANTOR:  
Patricia H. Weathersby  
PATRICIA HARDY WEATHERSBY

EEC-404 (12/79)

FOR ASSIGNMENT

See Book 2026 Page 90  
ARTHUR JOHNSTON, CHANCERY CLERK

BY J. J. [Signature] D.C.

FOR ASSIGNMENT

See Book 2008 Page 713  
ARTHUR JOHNSTON, CHANCERY CLERK

BY Jennifer [Signature] D.C.

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

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

TENANT

GRANTOR'S ACKNOWLEDGEMENT

STATE OF MISSISSIPPI Virginia  
COUNTY OF Fairfax

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

Given under my hand and official seal of office this the 17<sup>th</sup> day of September, 19 80.

Marie B. Ochs  
NOTARY PUBLIC

My Commission Expires:  
18 June 1983

WITNESS'S ACKNOWLEDGEMENT

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

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

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

NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

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

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

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

NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

"Exhibit A"  
TRACT NUMBERS MA-48, 50, 52  
RIGHT OF WAY AND EASEMENT

Alfred W. Hardy, Jr., Michael W. Hardy, and Patricia Hardy Weathersby

Township 9 North-Range 1 East

Section 7: East Half of East Half of Northeast Quarter (E $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ ) and 52.2 acres off East Side of Southeast Quarter (SE $\frac{1}{4}$ ).

Section 8: All

Section 17: East Half (E $\frac{1}{2}$ ).

Township 9 North-Range 1 West

Section 2: Lot 4 containing 64 acres, more or less.

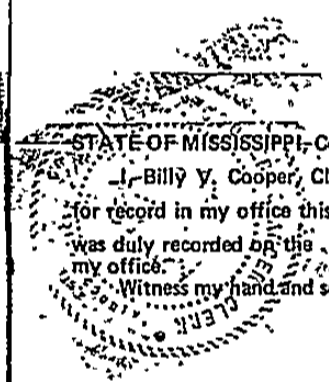
Section 1: Lots 3, 4, 11 and 12 being all that part of the East Half (E $\frac{1}{2}$ ) lying South of Big Black River, containing 296 acres, more or less.

Section 12: Northeast quarter (NE $\frac{1}{4}$ ).

THIS EASEMENT COVERS TEMPORARY WORKSPACES AS FOLLOWS:

Virilia Road: East Side; 100' by 100' centered on survey line.  
West Side; 75' North and South of survey line, beginning at North R/W Virilia Road, Westerly to 100' West of West Bank Moss Creek.

Big Black River: East Side: 200' wide by 200' long, 125' North and 75' South of survey line.



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of September 19 80., at 9:00 o'clock A.M., and was duly recorded on the day of SEP 29 1980, 19....., Book No. 171 on Page 402 in my office.

Witness my hand and seal of office, this the SEP 29 1980, 19.....

BILLY V. COOPER, Clerk

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

M

BOOK 171 PAGE 403  
QUITCLAIM DEED

0713

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00); cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, BARBARA HEMPHILL HEGWOOD; do hereby sell, convey and quitclaim unto WAYNE H. HEGWOOD, all of my right, title and interest in and to the following described land and property situated in Madison County, State of Mississippi, to-wit:

INDEXED

Lot Eight (8) of Ridgewood Commercial Park 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, reference to which map or plat is hereby made in aid of this description.

WITNESS MY SIGNATURE, this 24 day of September, 1980.

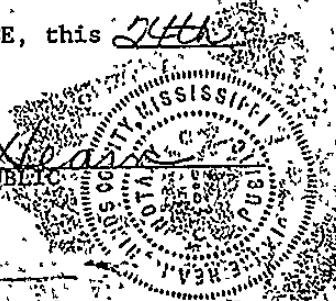
*Barbara Hemphill Hegwood*  
BARBARA HEMPHILL HEGWOOD

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the County and State aforesaid, BARBARA HEMPHILL HEGWOOD, who acknowledged that she executed and delivered the foregoing instrument of writing as her free act and deed, on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL OF OFFICE, this 24th day of September, 1980.

*Ulaune Hearsh*  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

My Commission Expires March 8, 1982

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 24 day of September, 1980, at 8:40 o'clock A.M., and was duly recorded on the 24 day of SEP 29 1980, 1980, Book No. 171 on Page 403 in my office.

Witness my hand and seal of office, this the 24 day of SEP 29 1980, 1980.

BILLY V. COOPER, Clerk

By *J. Wright*, D. C.

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 ----- Julian B. Watson -----, Grantee, leasehold interest in the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Unit 51, 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 thereto, 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 22nd day of September, 1980.

THE BREAKERS OF MISSISSIPPI, LTD.

By: Paul Garner

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 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 22nd day of September, 1980.

Susan H. Harty  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29th day of September, 1980, at 2:59 o'clock P.M., and was duly recorded on the 6 day of SEP 29 1980, 1980, Book No. 171 on Page 405 in my office.

Witness my hand and seal of office, this the 29 day of SEP 29 1980, 1980.

BILLY V. COOPER, Clerk

By: B. V. Cooper, D. C.

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, Julian B. Watson, Grantor does hereby sell, convey and warrant unto W. P. Bridges, Inc., Grantee, leasehold interest in the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Unit 51, 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 assessment for the maintenance and operation of the condominium which may be levied against such unit.

Grantor assigns to the grantee all rights, title and interest which he has in any policy of hazard insurance, maintenance deposit or ground rental pertaining to the said property.

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 22nd day of September, 1980.

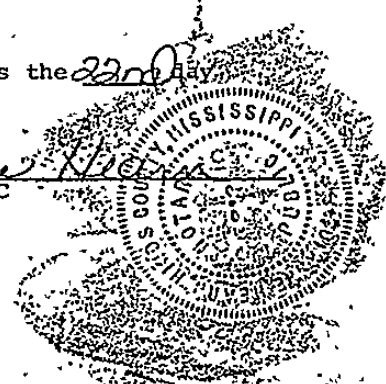
*Julian B. Watson*  
JULIAN B. WATSON

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Julian B. Watson who acknowledged that he signed, sealed, and delivered the foregoing Deed on the day and year therein mentioned as his act and deed.

GIVEN under my hand and official seal, this the 22nd day of September, 1980.

*William H. Hester*  
NOTARY PUBLIC



My Commission Expires:  
My Commission Expires March 8, 1982

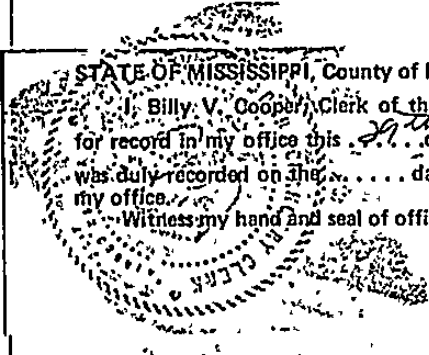
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 22th day of September, 1980, at 9:00 o'clock A.M., and was duly recorded on the 22th day of SEP 29 1980, 19....., Book No. 171 on Page 406 in my office.

Witness my hand and seal of office, this the 22th day of SEP 29 1980, 19.....

BILLY V. COOPER, Clerk

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





M

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand this day paid and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, RICHARD P. STURNIOLO and wife, SANDRA APPLETON STURNIOLO do hereby sell, convey and warrant unto CHING J. CHEN and wife, LIN LIN CHEN, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

LOT 6 OF WHEALTY PLACE, PART 2, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, as recorded in Plat Cabinet B at Slide 30, reference to which is hereby made in aid of this description.

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

Grantees assume and agree to pay that certain deed of trust executed by Richard P. Sturniolo to Deposit Guaranty Mortgage Corp., dated June 28, 1979, and recorded in the office of the aforesaid Clerk in Book 458 at Page 815, which was assigned to the Federal National Mortgage Assco., by instrument dated June 28, 1979, and recorded in the office of the aforesaid Clerk in Book 460 at Page 748. Grantors do hereby assign, set over and deliver unto the grantees any and all escrow funds held by the beneficiary under said deed of trust.

It is understood and agreed that taxes for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration as of this date is incorrect, then the grantors agree to pay to the grantees any deficit on an actual proration and, likewise, the grantees agree to pay to grantors any amount over paid by them.

WITNESS OUR SIGNATURE S, this the 26th day of September, 1980.

Richard P. Sturniolo  
RICHARD P. STURNIOLO

Sandra Appleton Sturniolo  
SANDRA APPLETON STURNIOLO

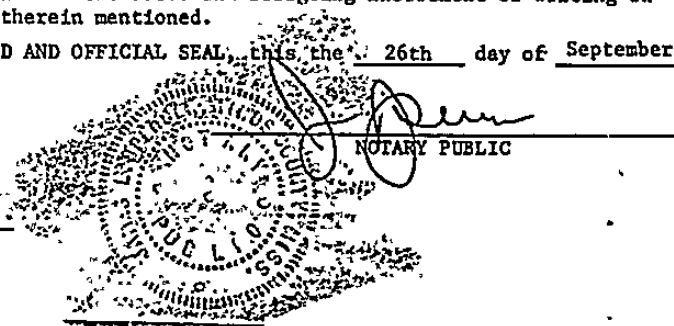
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named Richard P. Sturniolo, et ux, Sandra Appleton Sturniolo who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 26th day of September, 1980

My Commission Expires:

My Commission Expires 9-12-81



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29 day of September, 1980, at 9:00 o'clock A.M., and was duly recorded on the 29 day of SEP 29, 1980, Book No. 171 on Page 408 in my office.

Witness my hand and seal of office, this the ..... of SEP 29, 1980, 19.....

BILLY V. COOPER, Clerk

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

M

11 Brookside Place  
Madison, MS 39110

BOOK 171 PAGE 403

QUIT CLAIM

4720

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, FRIEDA K. STOVALL, do hereby grant, bargain, sell, assign, convey and quit claim unto THOMAS M. STOVALL all of my right, title and interest in the following described real property and improvements thereon, lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

Lot 11 of Madison Village Estates, revised, a subdivision according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 6 and Page 2 thereof reference to which is here made in aid of and as a part of this description.

The Grantor does hereby set over and assign unto Grantee all right, title and interest in that certain escrow account presently held by First Magnolia Federal Savings and Loan Association for the purpose of payment of taxes and insurance.

This property does not constitute my homestead.

WITNESS MY SIGNATURE, this the 26<sup>th</sup> day of August, 1980.

Frieda K. Stovall  
FRIEDA K. STOVALL

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, FRIEDA K. STOVALL, who acknowledged to me that she signed and delivered the above and foregoing Warranty Deed on the day and in the year therein written.

26<sup>th</sup> GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the day of August, 1980.

William A. Green  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29<sup>th</sup> day of September, 1980, at 9:00 o'clock A.M., and was duly recorded on the 29<sup>th</sup> day of SEP 29 1980, 1980, Book No. 171 on Page 403 in my office. Witness my hand and seal of office, this the 29<sup>th</sup> of SEP 29 1980, 1980.

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

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and legal sufficiency of all of which is hereby acknowledged, and for the further consideration of the Grantees assuming and agreeing to pay, as and when due and payable, all the remaining indebtedness owing on a certain debt evidenced by a real estate Deed of Trust filed for record in the office of the Chancery Clerk of Madison County, Mississippi in Book 473 at Page 271, payable to Don Barkley, Trustee for Wortmann and Mann, Inc., being due and payable on August 1, 2010, I, TOBIE WELDON KYLE, Grantor, do hereby sell, convey and warrant unto DANNY R. MATTHEWS and SHERRY R. MATTHEWS, 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 33, Lakeland Estates Subdivision, Part 3, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet A, Slot 115, and also recorded in Plat Book 4 at Page 28, reference to which is hereby made in aid of and as a part of this description.

IT IS UNDERSTOOD AND AGREED that taxes for the current year are hereby prorated by the transfer of the funds in that certain escrow account existing in the name of the Grantor herein with Wortmann and Mann, Inc.

IT IS LIKEWISE UNDERSTOOD AND AGREED that the present hazard insurance policy now in force covering the premises herein conveyed shall be assumed by the Grantees herein, and Grantors further assign, set over and deliver unto the Grantees all escrow funds presently held by the beneficiary under that certain Deed of Trust recorded in Book 473 at Page 271.

THERE IS EXCEPTED from the warranty of this conveyance all applicable protective covenants, building restrictions, prior mineral reservations, and easements of record in the land records of Madison county, Mississippi.

WITNESS THE SIGNATURE of the undersigned this the 26th day of September, 1980,

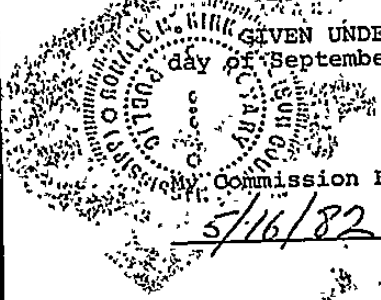
Tobie Weldon Kyle  
TOBIE WELDON KYLE

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the county and state aforesaid, the within named TOBIE WELDON KYLE, who acknowledged that he signed and delivered the above and foregoing Assumption Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 26th day of September, 1980.

Ronald M. Kirk  
NOTARY PUBLIC



Commission Expires:

5/16/82

STATE OF MISSISSIPPI, County of Madison:--

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29 day of September 1980 at 9:00 clock A.M., and was duly recorded on the SEP 29 1980 day of SEP 29 1980, 19... Book No. 171 on Page 411. In my office: SEP 29 1980



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

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

DEED

M

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, 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 ----- William B. Lee -----, Grantee, leasehold interest in the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Unit 56, 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 thereto, 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 26th day of September, 1980.

THE BREAKERS OF MISSISSIPPI, LTD.

By: Paul Garner

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 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 26th day of September, 1980.

Susan H. Hutzog  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29 day of September, 1980, at 9:00 o'clock A.M., and was duly recorded on the 29 day of SEP 29 1980, 1980, Book No. 71 on Page 42 in my office. SEP 29 1980

Witness my hand and seal of office, this the ..... of ..... 19.....  
BILLY V. COOPER, Clerk  
By: D. Wright, D. C.

M

WARRANTY DEED

4729

BOOK 171 PAGE 414

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CHEVRON U.S.A. INC., a California corporation, successor to Standard Oil Company, a division of Chevron Oil Company, by name change effective January 1, 1977, Grantor, does hereby sell, warrant and convey unto RODNEY ALLEN WOODRUFF and TIMOTHY S. CASE, Grantees, whose mailing address is Route 2, Box 318, Rolling Fork, Mississippi 39159, the following described property, lying and being situated in Madison County, Mississippi, to-wit:

PART 1 A 30.6 acre tract in the SW 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of the Section 23, T9N, R2E, Madison County, Mississippi, more fully described as follows:

Begin at the point where the north right-of-way line of Mississippi Highway #22 intersects the west line of Section 23, said point being 338 ft. more or less from the SW corner of Section 23, and proceed thence:

1. N 0° 22' W along the west line of Section 23 for a distance of 2212.4 feet to a point near the base of a 24" post oak tree; thence,
2. N 89° 46' E along the mean of an old barbed wire fence for a distance of 780.5 feet to a point on the west right-of-way line of U. S. Interstate Highway 55; thence,
3. Southerly along the west right-of-way line of U. S. Highway I-55 as indicated by a circular curve to the left of 7745.49 feet radius with a chord distance and bearing of 856.1 feet and S 3° 11' W for a distance of 779.0 feet to a point indicated by a highway right-of-way monument; thence,
4. S 14° 16' W for a distance of 1309.8 feet along the west line of I-55, to the point of intersection of the north line of Miss. Highway #22, indicated by a concrete R.O.W. monument, said point also being the end of controlled access; thence,

This instrument was prepared by:  
J. L. BAILEY  
Attorney-at-Law  
1518 Starks Building  
Louisville, Kentucky 40202

5. S 65° 31' W along the North right-of-way line of Mississippi Highway #22 for a distance of 439.6 feet to the point of beginning.

PART 2 A 0.2 acre tract in the SE 1/4 of the SE 1/4 of Section 22, T9N, R2E, Madison County, Mississippi, more fully described as follows:

Begin at the point where the north right-of-way line of Mississippi Highway #22 intersects the east line of Section 22 and proceed thence:

1. S 65° 31' W along the north right-of-way line of Mississippi Highway #22 for a distance of 45.4 feet to a point indicated by an iron pin; thence,
2. N 0° 22' W for a distance of 200.00 feet to an iron pin, thence,
3. N 65° 31' E for a distance of 45.4 feet to a point on the east line of Section 22 (the west line of Section 23); thence,
4. S 0° 22' E along the east line of Section 22 for a distance of 200.00 feet to the point of beginning.

For the aforesaid same consideration, Grantor does hereby sell, convey and quitclaim unto Grantees the following described property lying and being situated in Madison County, Mississippi, as follows, to-wit:

A 1.5 acre tract on the NW 1/4 of the SW 1/4 of the Section 23, T9N, R2E, Madison County, Mississippi, more fully described as follows:

Begin at a point on the west line of Section 23, said point being 2212.4 feet from the point where the north line of Mississippi Highway #22 intersects the west line of said Section 23 and proceed thence,

1. N 0° 22' W along the west line of Section 23 for a distance of 89 feet to a point on the north line of the south half of Section 23, thence,
2. N 89° 38' E along the north line of the south half of Section 23 for a distance of 785.2 feet to a point on the west line of U. S. Interstate Highway #55; thence,



3. Southerly along the west right-of-way line of U. S. Interstate Highway #55 as indicated by a circular curve to the left 7745.49 feet radius for a distance of 77.2 feet to a point on an old barbed wire fence; thence,
4. S 89° 46' W along the mean of the said barbed wire fence for a distance of 780.5 feet to the point of beginning.

BOOK 171 PAGE 418

This conveyance is subject to the following:

1. State and County ad valorem taxes for the year 1980, which are to be prorated between the Grantor and Grantees as of date of this deed. Grantees have paid Grantor their pro rata share. Therefore, Grantor hereby assumes and agrees to pay all 1980 taxes before penalty attaches.

2. An undivided one-half (1/2) minerals having been reserved by G. P. Cook in deed dated June 24, 1964, and recorded in book 93 at page 288.

3. Oil, gas and mineral lease from G. P. Cook to Texaco, Inc., dated September 26, 1963, and recorded in book 307 at page 277 in the records of the Chancery Clerk's Office at Madison County, Mississippi.

4. All easements and restrictions of record; zoning and building regulations applicable to said property; any state of facts that might be shown by an accurate survey and any roads or ways over and across said property.

This the 15th day of September, 1980.

CHEVRON U.S.A. INC.

BY   
Assistant Secretary



STATE OF KENTUCKY  
COUNTY OF JEFFERSON

Personally came and appeared before me, the undersigned authority in and for the county and state aforesaid, J. L. BAILEY who acknowledged to me that he is Assistant Secretary of CHEVRON U.S.A. INC., a California corporation, and that in its name and behalf and as its act and deed, he signed and delivered the above and foregoing instrument of writing and caused the corporate seal of said corporation to be affixed thereto on the day and year therein shown, being fully authorized and empowered so to do.

BOOK 171 PAGE 417

WITNESS my signature and seal on this the 15th day of September, 1980.

*Nell A. Olden*  
Notary Public, State of Large, Kentucky  
My Commission expires August 22, 1984



STATE OF MISSISSIPPI - County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29 day of Sept., 1980, at 10:55 o'clock A.M., and was duly recorded on the day of SEP 29 1980, 19, Book No. 17, on Page 414 in my office.

Witness my hand and seal of office, this the SEP 29 1980, 19.

BILLY V. COOPER, Clerk

By *N. Wright*, D. C.

STATE OF MISSISSIPPI

COUNTY OF MADISON

1730

WARRANTY DEED

BOOK 171 PAGE 418

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable consideration, the receipt of all of which is hereby acknowledged, and undersigned,

EDGAR W. GRACE, and wife, ADA A.

GRANTORS,

do hereby sell, convey and warrant unto,

EMPLOYEE TRANSFER CORPORATION, an Illinois Corporation, GRANTEE,

the land and property situated in MADISON COUNTY, STATE OF MISSISSIPPI, being more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The 1980 taxes on the above described property are to be paid by Grantee. It is the intent of the Grantors to convey any and all interest which they may have in the said property to the Grantee and to perfect fee simple title to them.

WITNESS OUR SIGNATURES, this the 17th day of Sept., 19 80

Edgar W. Grace  
EDGAR W. GRACE

Ada A. Grace  
ADA A. GRACE

STATE OF Alabama

COUNTY OF Mobile,

Personally appeared before me, a Notary Public, in and for the County and State aforesaid, EDGAR W. GRACE and wife, ADA A. GRACE who acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and deed on the day and year therein mentioned.

GIVEN UNDER BY HAND AND OFFICIAL SEAL, this the 17th day of Sept 19 80

Ray A. Carter  
NOTARY PUBLIC

My Commission expires 1-11-84

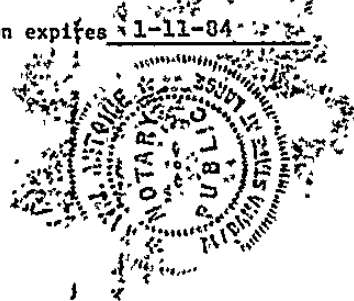


EXHIBIT "A"

A parcel of land situated in Section 6, Township 7 North, Range 1 East, Madison County, Mississippi, and being described by metes and bounds, to-wit:

BEGINNING at a point 539.64 feet West of and 1442.59 feet North of the South corner common to Lots 9 and 10, Lake Lorman, Part 1, according to the plat on file in the office of the Chancery Clerk at Canton, Madison County, Mississippi, as now recorded in Plat Book 4 at page 29; thence run North 00 degrees 40 minutes East 1071.52 feet to a fence corner; thence South 89 degrees 56 minutes 30 seconds East along a fence line - 1798.43 feet to a fence corner; thence South 19 degrees 52 minutes 30 seconds West - 181.8 feet; North 52 degrees 05 minutes West - 84.91 feet; South 35 degrees 58 minutes West - 148.57 feet; South 13 degrees 49 minutes West 160.0 feet; North 54 degrees 52 minutes West - 121.2 feet; thence run South 32 degrees 13 minutes West - 884.74 feet; thence North 89 degrees 38 minutes West - 983.56 feet to the point of beginning, containing 33.5 acres.

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SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Subject to: Mortgage in favor of UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION, dated April 23, 1979, filed May 10, 1979, recorded in Land Record Book 451 at Page 523 thereof in the Chancery Clerk's office for said county.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29 day of Sept., 1980, at 10:50 clock A.M. and was duly recorded on the 29 day of SEP. 29 1980, 1980, Book No. 171 on Page 418 in my office.

Witness my hand and seal of office, this the 29 day of SEP. 29 1980, 1980.

BILLY V. COOPER, Clerk

By *n. Wright* D. C.

M

4731.

QUIT CLAIM DEED

BOOK 171 PAGE 426

RECORDED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged. I, ERNEST D. COX, by these presents, do hereby sell convey, and quit claim unto ERNEST D. COX and wife, MARY N. COX, all my right, title and interest, as joint tenants with full rights of survivorship and not as tenants in common, in and to the following described land lying and being situated in Madison County, Mississippi, and more particularly described as follows, to-wit:

Being situated in Section 1, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of the said Section 1 and run thence North 87 degrees 09 minutes 16 seconds West 3402.42 feet along the South line of the said Section 1 to the POINT OF BEGINNING for the parcel herein described; thence South 87 degrees 09 minutes 16 seconds East, 1861.48 feet along the said South line of Section 1 to a point; thence North; 2679.57 feet to a point on the Southernly ROW line of Mississippi Highway No. 463; thence North 89 degrees 30 minutes 03 seconds West, 638.985 feet along the said ROW line to a concrete ROW marker; thence run 100.496 feet along the arc of a curve to the right in the said ROW line to a concrete ROW marker, said arc having a radius of 5779.583 feet and a chord bearing and distance of North 88 degrees 44 minutes 48 seconds West, 100.495 feet, thence North 88 degrees 26 minutes 25 seconds West, 1120.165 feet along the said ROW line to an Iron Pin; thence South, 2625.41 feet to the POINT OF BEGINNING, containing 113.0416 acres more or less.

LESS AND EXCEPT:

Being situated in the NW 1/4 of the SE 1/4 of Section 1, Township 7 North, Range 1 East, Madison County, Mississippi and being more particularly described as follows:

Commence at the apparent Northeast corner of the SE 1/4 of Section 1, Township 7 North, Range 1 East, and run West, 1699.8 feet; run thence South 21.4 feet to an iron bar on the South right-of-way line of Mississippi Highway 463 and the Point of Beginning for the property herein described; run thence South 0° 22' 30" West, 400.00 feet to an iron bar; run thence North 89° 37' 30" West, 545.00 feet to an iron bar; run thence North 0° 22' 30" East, 400.96 feet to an iron bar on the aforesaid South right-of-way line of Mississippi Highway 463;

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run thence South 88° 39' 30" East, along the said South right-of-way line, 66.76 feet to a concrete right-of-way monument; run thence South 89° 37' 30" East, along the said South right-of-way line, 478.29 feet to the Point of Beginning. Containing 5.00 acres, more or less.

WITNESS the signature of the Grantor hereto affixed on this the \_\_\_\_\_ day of \_\_\_\_\_, 1980.

*Ernest D. Cox*  
ERNEST D. COX

STATE OF MISSISSIPPI  
COUNTY OF Madison

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ERNEST D. COX, who acknowledged to me that he signed and delivered the foregoing instrument as his free and voluntary act and deed on the date therein mentioned and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal of office, this the 24 day of Sept, 1980.

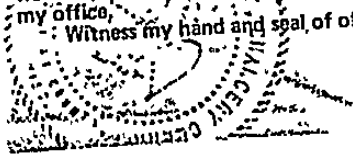
*Jane H. Henderson*  
NOTARY PUBLIC

My Commission Expires:

~~My Commission Expires May 12 1982~~



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29 day of Sept, 1980, at 11:25 o'clock P..M., and was duly recorded on the SEP 29 1980 day of SEP 29 1980, 19....., Book No. 171 on Page 420 in my office.  
Witness my hand and seal of office, this the ..... of SEP 29 1980, 19.....



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

M.

4731

BOOK 171 PAGE 422

RECORDED

LAND SALES CONTRACT

This Contract entered into by and between Curtis Lynch and <sup>and Jim e. h.</sup> Tom Gunter is on the proposed sale of approximately one (1) acre which is further described on the attached plat. The agreed upon price of the property is Four Thousand One Hundred Twenty-Nine Dollars (\$4,129.00) to include interest and to be paid in the manner of Fifty Dollars (\$50.00) per month for <sup>18 months e. h.</sup> 18 months, with the balance of Two Thousand Three Hundred Twenty-Nine Dollars (\$2,329.00) being due on the 37th payment.

Title to said property will pass with the satisfaction of this Contract. Curtis Lynch, his heirs, or assigns are to have use of and access to the property during the term of this Contract and will receive fee simple title with the satisfaction of this instrument.

Both parties are aware that the transfer is subject to a Deed of Trust in favor of Robert M. Case.

Jim Gunter  
SELLER

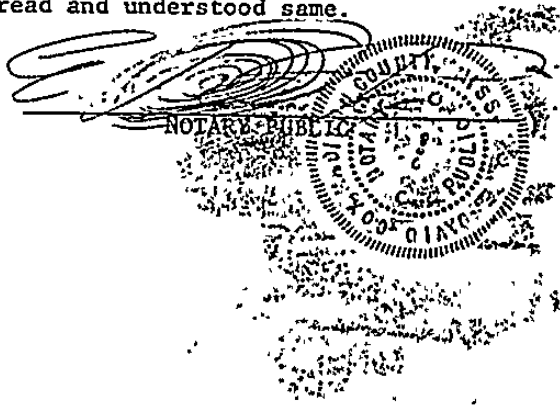
Curtis V. Lynch  
PURCHASER

W. C. Gunter  
SELLER

Brenda R. Lynch  
PURCHASER

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me the above named individuals, who, after being first duly sworn by me, stated that they executed the above and foregoing Land Sales Contract for the purposes therein stated, after having fully read and understood same.



My Commission Expires:

June 1, 1981

East & Associates Inc

Registered Land Surveyor  
Lithia 401.051.4741

BOOK 171 PAGE 423

11/1/80 4m 11

Jackson Mississippi 39201

September 10, 1980

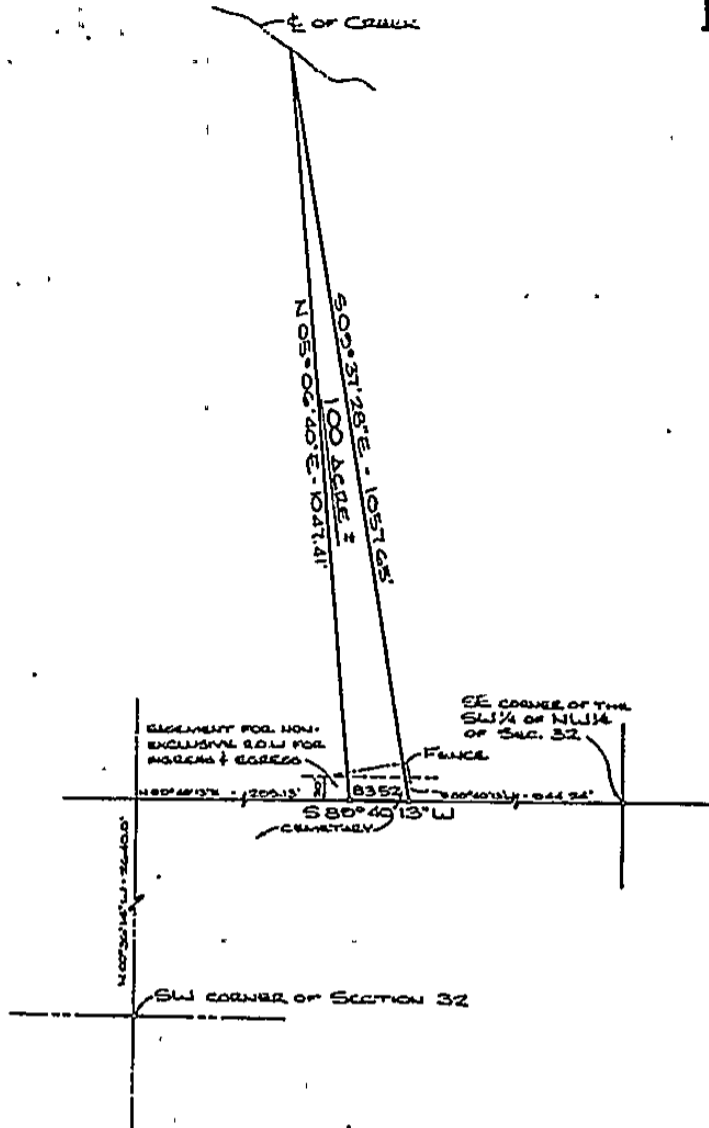
DESCRIPTION

Being situated in the W 1/2 of Section 32, T8N-R1E, Madison County, Mississippi and being more particularly described as follows:

Commence at the SE corner of the SW 1/4 of the NW 1/4 of said Section 32, T8N-R1E, and run S 89° 40' 13" W, 944.24 feet to an iron bar marking the SE corner of and the Point of Beginning for the property herein described; continue thence S 89° 40' 13" W, 83.52 feet to an iron bar; run thence N 05° 06' 40" E, 1047.41 feet to the center line of a creek; run thence S 09° 37' 28" E, 1057.65 feet to the Point of Beginning. Containing 1 acre, more or less.

*Witness my hand and the seal of my office this 10th day of September 1980.*



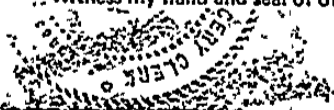


PLAT OF SURVEY  
FOR  
**CURTIS G. LYNCH**  
SITUATED IN THE W 1/2 OF SECTION 32, T8N-R1E,  
MADISON COUNTY, MISSISSIPPI

**CASE & ASSOCIATES, INC.**  
REGISTERED LAND SURVEYORS  
JACKSON, MISS. SCALE 1" = 200' SEPT. 10, 1980

STATE OF MISSISSIPPI, County of Madison:

I, **Billy V. Cooper**, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29 day of Sept, 1980, at 11:25 o'clock a.M., and was duly recorded on the SEP 29 1980 day of SEP 29 1980, 1980, Book No. 171 on Page 422 in my office.  
Witness my hand and seal of office, this the SEP 29 1980 of SEP 29 1980, 1980.



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

WARRANTY DEED

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

Commence at the Southeast corner of the Northwest One Quarter (NW1/4) of Section 28, Township 8 North, Range 2, East, Madison County, Mississippi; run thence North 00 degrees 00 minutes 40 seconds East, 2014.62 feet to a point; run thence North 89 degrees 59 minutes 20 seconds West 60.00 feet to a point; run thence South 00 degrees 00 minutes 40 seconds West 30.00 feet to the Point of Beginning.

From the Point of Beginning run thence South 00 degrees 00 minutes 40 seconds West, 158.00 feet along the West right-of-way line of a proposed roadway; run thence North 89 degrees 59 minutes 20 seconds West, 207.14 feet; run thence North 53 degrees 40 minutes 00 seconds West 52.74 feet; run thence North 36 degrees 20 minutes 00 seconds East, 50.00 feet; run thence North 53 degrees 40 minutes 00 seconds West, 90.00 feet; run thence North 36 degrees 20 minutes 00 seconds East, 68.08 feet to a point on the South right-of-way of a proposed roadway; run thence along said right-of-way and a circular curve to the left; delta angle = 15 degrees 44 minutes 24 seconds, radius = 578.31 feet, a chord bearing and distance of South 82 degrees 07 minutes 10 seconds East, 158.37 feet; run thence South 89 degrees 59 minutes 20 seconds East, 95.32 feet back to the Point of Beginning, a parcel situated in the Northeast One Quarter (NE1/4) of the Northwest One Quarter (NW1/4) of Section 28, Township 8 North, Range 2 East, Madison County, Mississippi, containing 0.9511 acres, more or less.

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

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

3. Prior mineral reservations, leases and/or conveyances.

4. Those certain restrictive covenants recorded in Book 471 at page 463 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE on this the 27th day of September, 1980.

LEVI STRAUSS & CO.

BY: Thomas C. Berelli

ATTEST:

STATE OF CALIFORNIA

COUNTY OF San Francisco

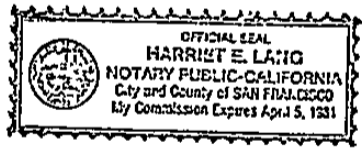
PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid jurisdiction \_\_\_\_\_ and Thomas C. Berelli, who acknowledged to me that <sup>he</sup> they are the PRESIDENT of the JEANS WEAR DIVISION and \_\_\_\_\_, respectively of LEVI STRAUSS & CO., a Delaware Corporation, and that as such, <sup>he</sup> 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 corporation, <sup>they</sup> being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this the 27th day of September, 1980.

Harrist E. Lang  
NOTARY PUBLIC

(SEAL)

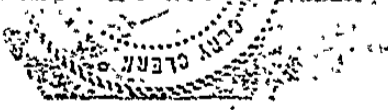
MY COMMISSION EXPIRES:  
April 5, 1981



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 27th day of September, 1980, at 11:40 o'clock A..M., and was duly recorded on the SEP 29 1980 day of SEP 29 1980, 1980, Book No. 171 on Page 423 in my office.

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



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

INDEXED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00); cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which being hereby acknowledged, the undersigned BARBARA ANN WANN, a single person, does hereby sell, convey and warrant unto ROY M. WEISSINGER, a single person, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot Fifteen (15), Gateway North, 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, Mississippi in Plat Book 5, Page 45, reference to which is hereby made in aid of and as a part of this description.

This conveyance is made expressly subject to that certain Deed of Trust executed by Joel L. Whittington and wife, Cheryl K. Whittington, on July 14, 1977, to Coleman Lowery, Trustee for Cameron-Brown South, Inc., said Deed of Trust being of record in Book 431 at Page 863 in the office of the aforesaid Chancery Clerk; the Grantees herein expressly assume the obligations of payment of said Deed of Trust, beginning with the payment due on April 1, 1980. It is further understood and agreed that the Grantor herein does transfer and set over to the Grantee herein any and all escrow funds on deposit with Cameron-Brown South, Inc., and or its assigns, incidental to the aforesaid Deed of Trust.

There is excepted from the warranty of this conveyance all zoning ordinances, building restrictions, protective covenants, mineral reservations and conveyances, and rights-of-way or easements of record affecting said property including

all easements and reservations on the recorded plat.

Ad valorem taxes for the year 1980 have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the pro-ration be incorrect, the Grantor herein agrees to pay to the Grantee or his assigns, any deficit on an actual pro-ration, and likewise, the Grantee herein agrees to pay to the Grantor or her assigns any amount overpaid by her.

All liens, encumbrances, or other debts against the property herein conveyed, shall be paid by the Grantor, less and except those certain liens or encumbrances otherwise herein specified.

WITNESS MY SIGNATURE on this the 17th day of September, A.D., 1980.

*Barbara A. Wann*  
Barbara A. Wann

STATE OF MISSISSIPPI

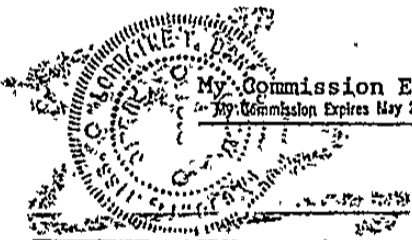
COUNTY OF RANKIN

Personally came and appeared before me, the undersigned Notary Public in and for the County and State aforesaid, BARBARA A. WANN, who stated to me on oath that she executed and delivered the above and foregoing Warranty Deed as her own voluntary acts and deeds on the day and year therein mentioned.

GIVEN under my official certification, hand and seal of office on this the 17th day of September, A.D., 1980.

*Louaine T. Barnes*  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires May 23, 1982



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 17 day of September 1980, at 3:35 o'clock P.M., and was duly recorded on the 17 day of September 1980, Book No. 171 on Page 427 in my office.

Witness my hand and seal of office, this the 17 day of September, 1980.

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

X

M

RECORDED

QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, Ruth B. Matthews, a widow, do hereby convey and quitclaim unto Canton Exchange Bank, Trustee for Elizabeth Cauthen, and Canton Exchange Bank, Trustee for Nelson Cauthen, Jr. Beth Cauthen, Alex Cauthen and Mary Anne Cauthen, the following described proeprty lying and being situated in Canton, Madison County, Mississippi. to-wit:

Lot 3, Block J, (Bk 6-457) Maris Town Addition Vac. (124-319) Less Lots to Luckett and Ware.

Signed this, the 4th day of ~~August~~<sup>September</sup>, 1979.

*Ruth B. Matthews*  
Ruth B. Matthews

STATE OF Mississippi  
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, the within named RUTH B. MATTHEWS, who acknowledged that she signed and delivered the foregoing instrument for the purpose therein stated on the day and year herein mentioned.

GIVEN UNDER MY HAND and official seal of office on this the 4th day of ~~August~~<sup>September</sup> 1979.

*Calvin J. Latimer*  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 27 day of September 19 80, at 3:40 o'clock P.M., and was duly recorded on the 27 day of OCTO 1980, Book No 171, on Page 429. in my office.

WARRANTY DEED

4742

RECORDED

M

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, we, ALBERT L. JACKSON and BARBARA JEAN S. JACKSON, do hereby convey and warrant unto CHARLES M. EDWARDS and BETTYE EDWARDS, husband and wife, as joint tenants with rights of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A tract or parcel of land containing one (1) acre more or less, situated in the SE $\frac{1}{4}$  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 $\frac{1}{2}$  of S $\frac{1}{2}$  of SE $\frac{1}{4}$  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 $\frac{1}{2}$  of S $\frac{1}{2}$  of SE $\frac{1}{4}$  of said Section 3 a distance of 1040 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 $\frac{1}{2}$  of S $\frac{1}{2}$  of SE $\frac{1}{4}$  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 $\frac{1}{2}$  of S $\frac{1}{2}$  of SE $\frac{1}{4}$  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 non-exclusive 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:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Exception of such oil, gas and mineral rights as may not be outstanding of record.

WITNESS OUR SIGNATURES, this 27th day of Sept. 1980.

Albert L. Jackson  
ALBERT L. JACKSON

Barbara Jean S. Jackson  
BARBARA JEAN S. JACKSON

STATE OF MISSISSIPPI  
COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority in and for said County and State, the within named ALBERT L. JACKSON and BARBARA JEAN S. JACKSON, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed.

*Albert L. Jackson*  
ALBERT L. JACKSON

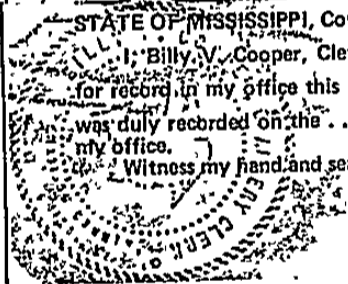
*Barbara Jean S. Jackson*  
BARBARA JEAN S. JACKSON

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the *27th* day of *Sept*, 1980.

*Bennie M. Davis*  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this *29* day of *September*, 19*80*, at *4:55* clock *P*. M., and was duly recorded on the *29* day of *OCT*, 1980, Book No. *171* on Page *430* in my office.  
Witness my hand and seal of office, this the *29* day of *OCT*, 1980, 19.....  
BILLY V. COOPER, Clerk  
By *D. Wright*, D. C.





INDEXED  
4743

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, PHILLIP CHINN, ERICH WILLIAMS, MINNIE McLENDON, COLEMAN PORTER, JOHN PORTER, LYODD WILLIAMS, REGGIE PORTER, ROBERT PORTER, RACHEL DRAINS, MELVIN DAVIS, WILLIE LEE JACKSON, WESLEY DAVIS, ELIZA PICKENS, WILLIE SMITH, SARA RUTH DAVIS, JOLLISTEEN EDMOND, PERCY EDMOND, JOHN EDMOND, ELBERT WALKER and WALTER JAMES DAVIS, do hereby convey and Quitclaim unto RUTHEL LUCKETT, all our interest in the following described property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing 10.5 acres more or less lying and being situated partly in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  and partly in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 28, Township 10 North, Range 4 East, Madison County, Mississippi and more particularly described as beginning at the SE corner of said NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  run N 89° 09' 23"W 1063.54 feet to an iron pin; thence N 54° 20' 14"E 1083.41 feet to an iron pin; thence S 51° 30'E 230.6 feet to an iron pin; thence N 89° 47' 49"E 272.49 feet to an iron pin; thence S 28° 01' 20"W 574.22 feet to the point of beginning.

WITNESS OUR SIGNATURES, this the \_\_\_ day of \_\_\_\_\_,

19\_\_.

Varie Robinson  
VARIE ROBINSON

Phillip Chinn  
PHILLIP CHINN

Erich Williams  
ERICH WILLIAMS

Minnie McLendon  
MINNIE McLENDON

Coleman Porter  
COLEMAN PORTER

John Porter  
JOHN PORTER

Willie Lee Jackson  
WILLIE LEE JACKSON

Sara Ruth Davis  
SARA RUTH DAVIS

Lloyd Williams  
LYODD WILLIAMS

Reggie C Porter  
REGGIE PORTER

Robert Porter  
ROBERT PORTER

Rachel Drains  
RACHEL DRAINS

Melvin Davis  
MELVIN DAVIS

Wesley Davis  
WESLEY DAVIS

Eliza Pickens  
ELIZA PICKENS

Willie Smith  
WILLIE SMITH

Percy Edmond  
PERCY EDMOND

Elbert Walker  
ELBERT WALKER

Jollisteon Edmond  
JOLLISTEON EDMOND

John Edmond  
JOHN EDMOND

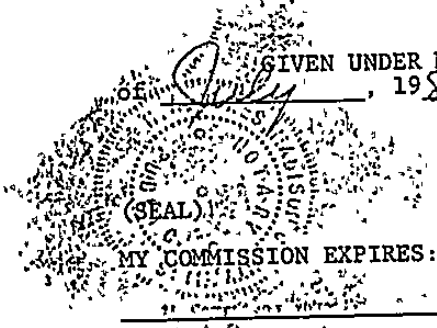
Walter James Davis  
WALTER JAMES DAVIS

STATE OF Ms.  
COUNTY OF Madison

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

Varie Robinson

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 25 day of July, 1980.



[Signature]  
NOTARY PUBLIC

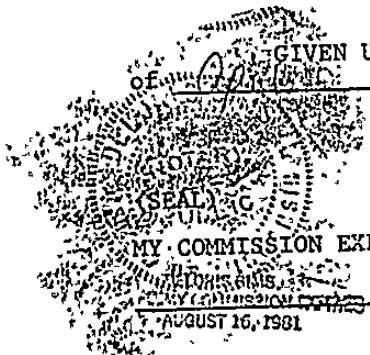
MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF Wisconsin  
COUNTY OF Milwaukee

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.

Phillip Chinn  
PHILLIP CHINN

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 22 day of April, 1980.



Delous Sims  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

AUGUST 16, 1981

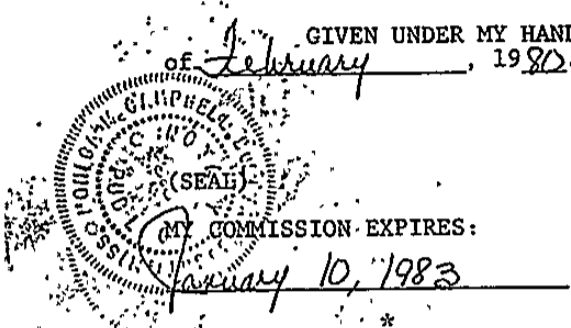
STATE OF Mississippi  
COUNTY OF DeLamar

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.

Erich Williams  
ERICH WILLIAMS

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 16<sup>th</sup> day of February, 1980.

Horace H. Campbell  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
January 10, 1983

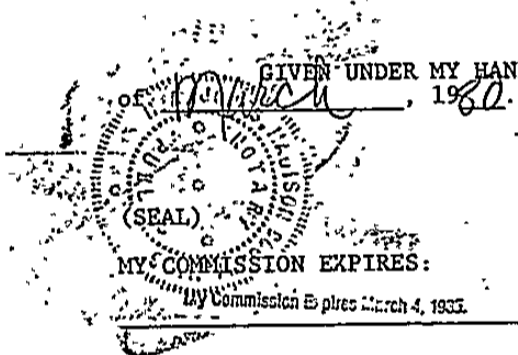
STATE OF Ms,  
COUNTY OF Madison

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 15 day of March, 1980.

H. O. Jones  
NOTARY PUBLIC



MY COMMISSION EXPIRES:  
My Commission Expires March 4, 1983.

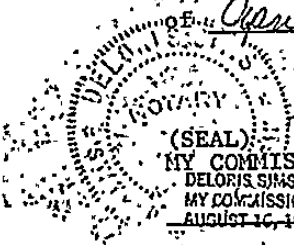
STATE OF Wisconsin BOOK 171 PAGE 435  
COUNTY OF Milwaukee

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.

Coleman Porter  
COLEMAN PORTER

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 2<sup>nd</sup> day of April, 1980.

Deloris Sims  
NOTARY PUBLIC



(SEAL)  
MY COMMISSION EXPIRES:  
DELORES SIMS  
MY COMMISSION EXPIRES  
AUGUST 10, 1981

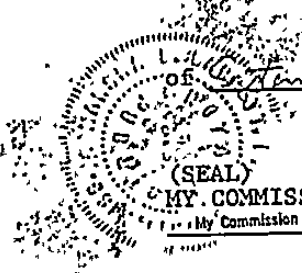
STATE OF Miss  
COUNTY OF Hinds

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.

John Porter  
JOHN PORTER

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 29<sup>th</sup> day of November, 1980.

Murder D. Barrett  
NOTARY PUBLIC



(SEAL)  
MY COMMISSION EXPIRES:  
My Commission Expires May 23, 1983

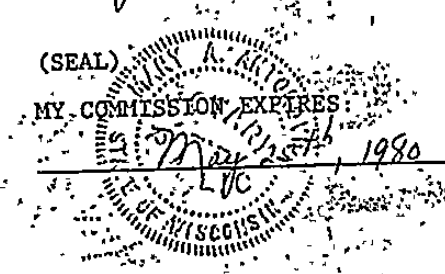
STATE OF Wisconsin  
COUNTY OF Milwaukee

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  
WILLIE LEE JACKSON

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 24<sup>th</sup> day of April, 1980.

Mary A. Antonovich  
NOTARY PUBLIC



(SEAL)  
MY COMMISSION EXPIRES:  
May 23, 1980

STATE OF  
COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority 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.

*Sara Ruth Davis*  
SARA RUTH DAVIS

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 7<sup>th</sup> day of February, 1980.

*Revalle Rand*  
NOTARY PUBLIC  
REVALLE RAND  
NOTARY PUBLIC, Jackson County, Mich.  
My Commission Expires 10-11-82

(SEAL)  
MY COMMISSION EXPIRES:

STATE OF *Illinois*  
COUNTY OF *Cook*

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  
*LLOYD*

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 30 day of April, 1980.

*Robert M. Fyke*  
NOTARY PUBLIC

(SEAL)  
MY COMMISSION EXPIRES:

STATE OF *Wisconsin*  
COUNTY OF *Delafield*

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.

*Reggie C. Porter*  
REGGIE PORTER

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 18 day of March, 1980.

*Raymond L. Sobel*  
NOTARY PUBLIC

(SEAL)  
MY COMMISSION EXPIRES:

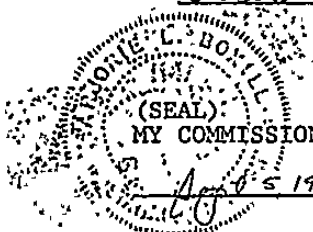
STATE OF Wisconsin  
COUNTY OF Milwaukee

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

Robert Porter  
ROBERT PORTER

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the    day of   Feb 25  , 19  80  

Margaret L. Spill  
NOTARY PUBLIC



(SEAL)  
MY COMMISSION EXPIRES:  
April 5 1982

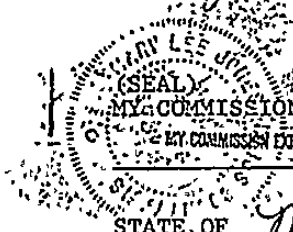
STATE OF Mississippi  
COUNTY OF Hinds

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  
RACHEL DRAINS

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the   3rd   day of   June  , 19  80  

Mary Lee Jones  
NOTARY PUBLIC



(SEAL)  
MY COMMISSION EXPIRES:  
MY COMMISSION EXPIRES JULY 23, 1981

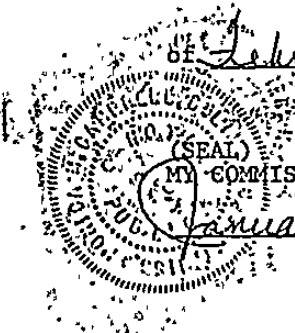
STATE OF Mississippi  
COUNTY OF Bellevue

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

Melvin Davis  
MELVIN DAVIS

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the   16th   day of   February  , 19  80  

Norma M. Campbell  
NOTARY PUBLIC



(SEAL)  
MY COMMISSION EXPIRES:  
January 10, 1983

STATE OF Wisconsin  
COUNTY OF Delaware

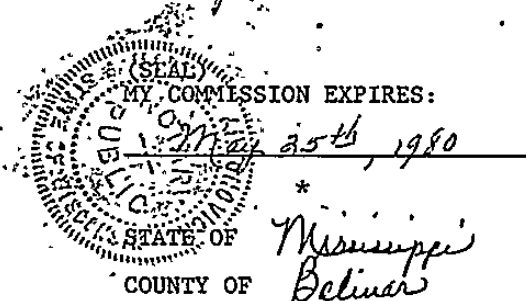
BOOK 171 PAGE 438

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  
WILLIE LEE JACKSON

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 24<sup>th</sup> day of April, 1980.

Mary A. Antocovich  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

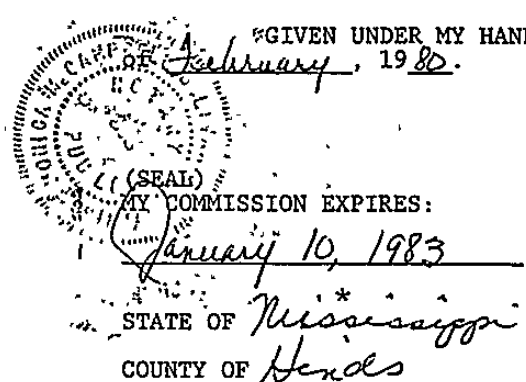
STATE OF Mississippi  
COUNTY OF Bellevue

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.

Wesley Davis  
WESLEY DAVIS

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 16<sup>th</sup> day of February, 1980.

Marion H. Campbell  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

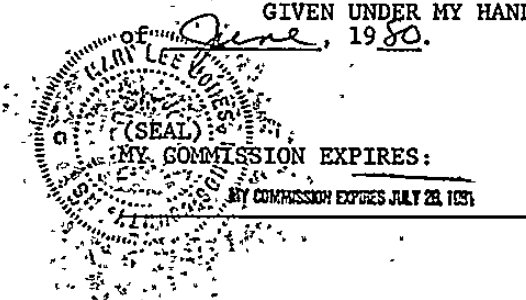
STATE OF Mississippi  
COUNTY OF Hinds

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.

Eliza Pickens  
ELIZA PICKENS

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 3<sup>rd</sup> day of June, 1980.

Mary Lee Jones  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES JULY 28, 1981

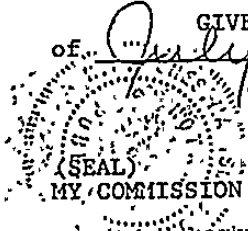
STATE OF MS.  
COUNTY OF Madison

BOOK 171 PAGE 439

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.

Willie Smith  
WILLIE SMITH

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 24 day of July, 1980.



H. C. Jones  
NOTARY PUBLIC

(SEAL)  
MY COMMISSION EXPIRES:  
March 4, 1985

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 foregoing instrument on the day and year therein mentioned.

Percy Edmond  
PERCY EDMOND

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 14 day of February, 1980.

Twalea Land  
NOTARY PUBLIC

(SEAL)  
MY COMMISSION EXPIRES:  
10-11-82

STATE OF Mississippi  
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 foregoing instrument on the day and year therein mentioned.

Elbert Walker  
ELBERT WALKER

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21 day of August, 1980.

Walter D. Jones  
NOTARY PUBLIC

(SEAL)  
MY COMMISSION EXPIRES:



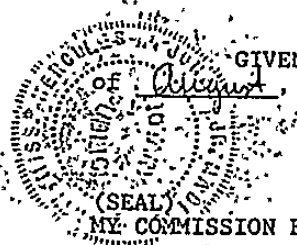


STATE OF Mississippi  
COUNTY OF Madison

BOOK 171 PAGE 440

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 foregoing instrument on the day and year therein mentioned.

Jollisteen Edmond  
JOLLISTEEN EDMOND



GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21st day of August, 1980.

Deresa O. Riley  
NOTARY PUBLIC

(SEAL)  
MY COMMISSION EXPIRES:  
12-28-80

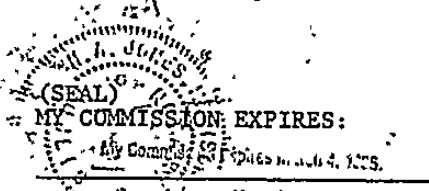
STATE OF MS  
COUNTY OF Madison

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 foregoing instrument on the day and year therein mentioned.

John Edmond  
JOHN EDMOND

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 15 day of March, 1980.

H.O. Jones  
NOTARY PUBLIC



(SEAL)  
MY COMMISSION EXPIRES:  
12-28-80

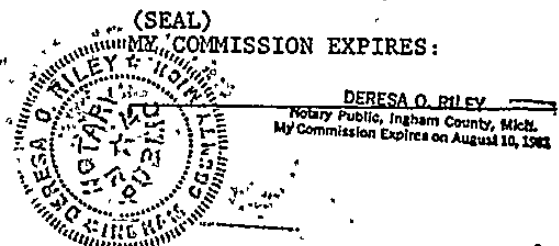
STATE OF Michigan  
COUNTY OF Ingham

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 foregoing instrument on the day and year therein mentioned.

Walter James Davis  
WALTER JAMES DAVIS

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 25th day of Feb., 1980.

Deresa O. Riley  
NOTARY PUBLIC



(SEAL)  
MY COMMISSION EXPIRES:  
10-10-83

-9-

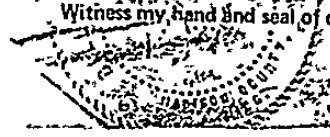
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of September, 1980, at 9:00 o'clock A.M., and was duly recorded on the 001 day of OCT 1, 1980, 19....., Book No 171 on Page 437 in my office.

Witness my hand and seal of office, this the OCT 1 day of 1980, 19.....

BILLY V. COOPER, Clerk

By J. W. Wadit, D. C.



INDEXED

WHEREAS, the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, is the owner and holder of the following real estate deed(s) of trust, securing an indebtedness therein mentioned, and covering certain real estate hereinafter described located in Madison County, Mississippi, said deed(s) of trust being duly recorded in the Office of the Chancery Clerk in and for said County and State:

GRANTOR(S)	DATE EXECUTED	TRUST DEED BOOK	PAGE
Willie L. Dawson and his wife, Lottie B. Dawson	December 8, 1975	414	915

And default having been made in the payment of said indebtedness;

And the United States of America, as Beneficiary, having authorized and instructed the United States of America Trustee to foreclose said deed(s) of trust by advertisement and sale at public auction as required by law;

The said Trustee caused a due notice to be published in the Madison County Herald, a newspaper published in the City of Canton, said County and State, and on August 28, 19 80, posted a like notice on the bulletin board of the County Courthouse in Canton, Mississippi, that certain lands hereinafter described would on September 22, 19 80; be sold at public auction at the front door of said Courthouse to the highest bidder for cash by virtue of the authority vested in the said Trustee by said deed(s) of trust, which said notice was published in said newspaper in the issues of August 28, September 4, September 11, and September 18, 19 80.

And said lands having been by said Trustee on September 22, 19 80, at 11:00 a.m., in the manner prescribed in and by said deed(s) of trust and in accordance with the laws of the State of Mississippi, and at the place aforesaid in pursuance of said notice, offered for sale at public auction to the highest bidder for cash, and United States of America, having been the highest bidder therefor and having bid the sum of Fourteen Thousand, Nine Hundred Thirty Eight and 66/100 Dollars (\$ 14,938.66), the said United States of America was duly declared the purchaser thereof.

NOW, THEREFORE, in consideration of the sum so bid, I, Freddie E. Robertson, as United States of America Trustee, do hereby convey and sell to the said United States of America, the following described land situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 100 feet on the east side of a county public road, lying and being situated in Section 32, Township 10 North, Range 5 East, Madison County, Mississippi, and more particularly described as follows: Commencing at the southeast corner of Lot 1 (Lot 1 west of Choctaw Boundary of said Section 32), and run east for 12.1 feet to a point on the east margin of a county public road; thence north 25 degrees 12 minutes east along the east margin of said road for 559.5 feet to a point that is 920.5 feet measured southwesterly along the east margin of said road from the centerline of Mississippi State Highway No. 16 and the point of beginning of the property herein described; thence north 88 degrees 57 minutes east for 200 feet to a point; thence South 25 degrees 12 minutes west for 100 feet to a point; thence south 88 degrees 57 minutes west for 200 feet to a point on the east margin of said road; thence north 25 degrees 12 minutes east along the east margin of said road for 100 feet to the point of beginning.  
 SUBJECT ONLY to the following exceptions, to-wit:

1. Madison County Zoning and Subdivision Regulations Ordinance of 1964, adopted April 6, 1964, and recorded in Supervisors Minute Book AD at page 266 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
2. Exception by prior owners in title of all oil, gas and other minerals lying in, on and under the subject property.

being the same property described in said deed(s) of trust and the same property sold and purchased at said sale.

IN WITNESS WHEREOF, I have caused these presents to be signed the 22nd day of September 19 80.

Freddie E. Robertson  
Trustee

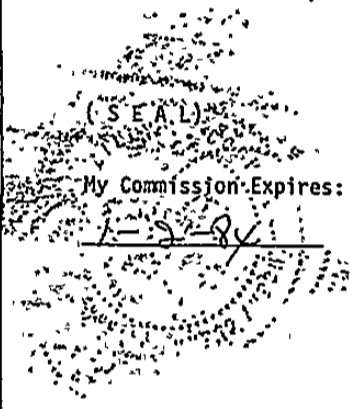
Duly authorized to act in the premises by instrument dated December 8 19 75 and recorded in Book 414, Page 915 of the records of the aforesaid County and State.

ACKNOWLEDGMENT

STATE OF MISSISSIPPI )  
                                  )SS:  
COUNTY OF Madison )

Personally appeared before me, Billy V. Cooper, a Chancery Clerk in and for the County and State aforesaid, Freddie E. Robertson, Trustee, who acknowledged that he signed and delivered the foregoing Trustee's Deed on the day and year therein mentioned.

Given under my hand this 22nd day of September 19 80.



Billy V. Cooper Chancery Clerk  
(Signature)

By N. Wright, D.C.  
(Title)

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of September, 19 80, at 9:00 o'clock A. M., and was duly recorded on the OCT 1 day of 1980, 19....., Book No. 171 on Page 441 in my office.

Witness my hand and seal of office, this the ..... of OCT 1 1980....., 19.....

BILLY V. COOPER, Clerk

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

M

AFFIDAVITS OF FORECLOSURE PROCEEDINGS

INDEXED

STATE OF MISSISSIPPI }  
COUNTY OF Madison } SS:

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, Cary Johnson, Publisher of the 'Madison County Herald' a newspaper published in the City of Canton, in said County and State, who on oath deposes and says that the publication, of which the annexed slip is a true copy, was published in said newspaper for four consecutive weeks, to-wit:

In Vol. <u>88</u>	No. <u>35</u>	Dated <u>August 28, 1980</u>
In Vol. <u>88</u>	No. <u>36</u>	Dated <u>Sept 4, 1980</u>
In Vol. <u>88</u>	No. <u>37</u>	Dated <u>Sept 11, 1980</u>
In Vol. <u>88</u>	No. <u>38</u>	Dated <u>Sept 18, 1980</u>

Cary Johnson  
Publisher

Subscribed and sworn to before me this 18<sup>th</sup> day of September 1980.

Elizabeth A. Wrenn  
Notary Public

(S.E.A.L.)  
My Commission Expires  
My Commission Expires May 27, 1983

(Attach Printed Copy of Notice of Sale)

**NOTICE OF SALE**  
WHEREAS, the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, is the owner and holder of the following real estate deed(s) of trust, securing an indebtedness therein mentioned and covering certain real estate hereinafter described located in Madison County, Mississippi, said deed(s) of trust being duly recorded in the office of the Chancery Clerk in and for said County and State:

Grantors, Willie L. Dawson and his wife, Lottie B. Dawson  
Date Executed, December 8, 1975  
Trust Deed Book 414, Page 915

WHEREAS, default has occurred in the payment of the indebtedness secured by said deed(s) of trust, and the United States of America, as Beneficiary, has authorized and instructed me as Trustee, to

foreclose said deed(s) of trust by advertisement and sale at public auction in accordance with the statutes made and provided therefor.

THEREFORE, notice is hereby given that pursuant to the power of sale contained in said deed(s) of trust and in accordance with the statutes made and provided therefor, the said deed(s) of trust will be foreclosed and the property described hereby and hereinafter described will be sold at public auction to the highest bidder for cash at the front door of the County Courthouse in the town of Canton, Mississippi, in the aforesaid County at 11:00 a.m., on the 22nd day of September, 1980, to satisfy the indebtedness now due under and secured by said deed(s) of trust.

The premises to be sold are described as:

A lot or parcel of land fronting 100 feet on the east side of a county public road, lying and being situated in Section 32, Township 10 North, Range 5 East, Madison County, Mississippi, and more particularly described as follows: Commencing at the southeast corner of Lot 1 (Lot 1 west of Choctaw Boundary of said Section 32), and run east for 12.1 feet to a point on the east margin of a county public road thence north 25 degrees 12 minutes east along the east margin of said road for 57.5 feet to a point that is 220.5 feet measured southwesterly along the east margin of said road from the centerline of Mississippi State Highway No. 16 and the point of beginning of the property herein described; thence north 88 degrees 57 minutes east for 200 feet to a point; thence south 25 degrees 12 minutes west for 100 feet to a point; thence south 88 degrees 57 minutes west for 200 feet to a point on the east margin of said road; thence north 25 degrees 12 minutes east along the east margin of said road for 100 feet to the point of beginning.

SUBJECT ONLY to the following exceptions, to-wit:

1. Madison County zoning and Subdivision Regulations Ordinance of 1964, adopted April 8, 1964, and recorded in Supervisors Minute Book A.D. at page 244 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

2. Exception by prior owners in title of all oil, gas and other minerals lying in, on and under the subject property.

August 26, 1980, Date  
Freddie E. Robertson, Trustee  
Duly authorized to act in the premises by instrument dated December 8, 1975, and recorded in Book 414, Page 915, of the records of the aforesaid County and State by Aug 28, Sept. 4, 11, 18

STATE OF MISSISSIPPI  
COUNTY OF Madison

Freddie E. Robertson, being first duly sworn on oath, deposes and says that he is the Madison County Supervisor for the Farmers Home Administration, United States Department of Agriculture; that on the 28th day of August 1980, as Trustee, he posted a copy of the Notice annexed to the foregoing Publisher's Affidavit on the bulletin board of the County Courthouse in Canton, Mississippi; that further, he was authorized and instructed by the Beneficiary to foreclose certain deed(s) of trust by advertisement and sale; that he acted as auctioneer for the sale of the premises described in the notice annexed to the foregoing Publisher's Affidavit and that pursuant to such Notice of Sale, he sold said premises at public auction at the place and at the time of sale mentioned therein, to-wit: At the hour of 11:00 a.m. on the 22nd day of September 1980, at the front door of the County Courthouse in the aforesaid County where said premises are situated; and that said premises were then and there purchased by United States of America for the sum of \$ 14,938.66 3/8, said purchaser being the highest bidder, and said sum being the highest sum bid; and deponent further says that said sale was conducted fairly, honestly, and according to the terms of said deed(s) of trust and the laws of the State of Mississippi, and that to the best of his knowledge and belief, the Grantor(s) are not members of the Armed Services of the United States of America.

Freddie E. Robertson

Subscribed and sworn to before me this 22nd day of September 1980.

(S.E.A.L.)  
My Commission Expires

Billy V. Cooper  
Notary Public  
by H. Wright

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 22<sup>nd</sup> day of September, 1980, at 9:00 o'clock A. M., and was duly recorded on the 22<sup>nd</sup> day of September, 1980, Book No. 71 on Page 443 in my office.

Witness my hand and seal of office, this the 22<sup>nd</sup> of September, 1980.

BILLY V. COOPER, Clerk

By H. Wright, D. C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned WILLIAM THOMAS LOWRIMORE and BETTY JOYCE LOWRIMORE, do hereby sell, convey and warrant unto PHIL MEDINA and SANDRA MEDINA, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located and situated in the County of Madison, State of Mississippi, to-wit:

Part of the North Half of Section 17, Township 7 North, Range 2 East, Madison County, described as follows:

From the Northeast corner of the Southwest Quarter of Northeast Quarter of said Section 17, go west 30 feet to the West side of Church Street, as said Church Street is now laid out and improved; thence South 0 degrees 30 minutes West 197 feet along the West side of Church Street to the point of beginning for the tract herein described; thence South 00 degrees 30 minutes West 150 feet to the North line of property heretofore conveyed by Judith M. Jones to May Crouch Banks and W. C. Crouch; thence West along the North line of said Banks-Crouch property 150 feet to a point; thence North parallel to the West side of Church Street 150 feet to a point; thence East 150 feet to the point of beginning.

Ad valorem taxes covering the above described property for the year 1980 are to be pro-rated.

This conveyance is subject to all mineral reservations, easements, and restrictive covenants affecting the above described property.

WITNESS OUR SIGNATURES, this, the 26 day of September, 1980.

*William Thomas Lowrimore*  
WILLIAM THOMAS LOWRIMORE

*Betty Joyce Lowrimore*  
BETTY JOYCE LOWRIMORE

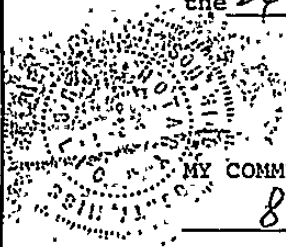
STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority,

in and for the jurisdiction aforesaid, the within named WILLIAM THOMAS LOWRIMORE and BETTY JOYCE LOWRIMORE, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal of office on this, the 26 day of September, 1980.



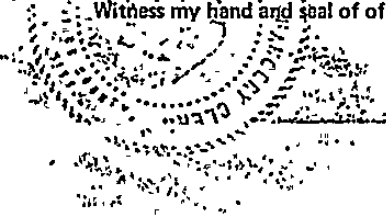
*Herman W. Mason*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
8-15-81

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of September, 1980, at 9:00 o'clock A.M., and was duly recorded on the OCT 1 day of 1980, 19 1980, Book No. 77 on Page 44 in my office.

Witness my hand and seal of office, this the OCT 1 day of 1980, 19 1980.



BILLY V. COOPER, Clerk

By [Signature], D. C.

M

BOOK 171 PAGE 446

WARRANTY DEED

4759

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due that certain indebtedness due and owing unto Deposit Guaranty Mortgage Company, which indebtedness is secured by a Deed of Trust dated June 25, 1980, and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Deed of Trust record Book 472 at Page 189, I, the undersigned, MARK S. JORDAN, do hereby sell, convey and warrant unto WILLIAM C. RUSSELL, JR., a single person, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

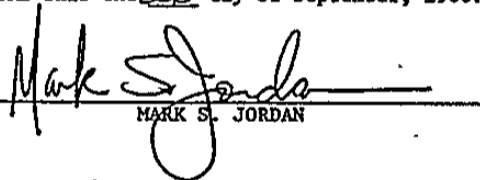
Lot Fifty-Four (54), STONEGATE, PART TWO (2), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Slide B, Slot 28 thereof, reference to which map or plat is here made in aid of and as a part of this description.

The Grantor herein hereby transfers and assigns unto the Grantee all escrow accounts for taxes and insurance now held by Deposit Guaranty Mortgage Company in connection with the above indebtedness.

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

The above described property constitutes no part of the homestead of the Grantor herein.

WITNESS MY SIGNATURE this the 26 day of September, 1980.

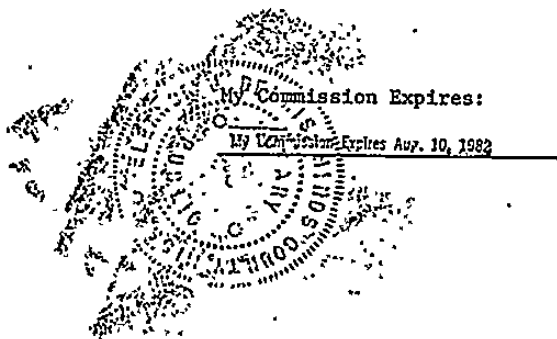
  
 MARK S. JORDAN

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Mark S. Jordan, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as his act and deed.

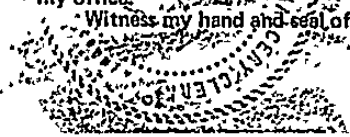
GIVEN under my hand and official seal of office, this the 26 day of September, 1980.

*Eleanor J. Dennis Upton*  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of September, 1980, at 9:00 clock A.M., and was duly recorded on the OCT 1 day of 1980, 19....., Book No. 171 on Page 447 in my office. Witness my hand and seal of office, this the OCT 1 day of 1980, 19.....



BILLY V. COOPER, Clerk

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



INDEXED

M

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, 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 Joe B. Agee and Helen F. Agee -----, 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 90, 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 thereto, 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 26<sup>th</sup> day of September 1980.

THE BREAKERS OF MISSISSIPPI, LTD.

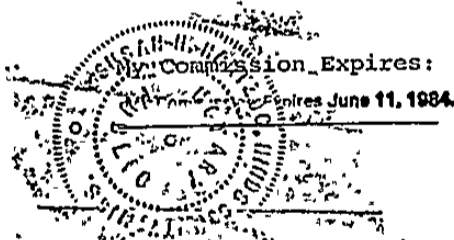
By Paul Garner

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 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 26<sup>th</sup> day of September, 1980.

Susan H. Hartzy  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of September, 1980, at 7:00 clock A.M. and was duly recorded on the 01 day of OCT, 1980, Book No. 171 on Page 448 in my office.

Witness my hand and seal of office, this the 01 day of OCT, 1980.

BILLY V. COOPER, Clerk

By N. Wright, D. C.

M

RECORDED

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 ----- Lamar Loe -----, Grantee, leasehold interest in the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Unit 53, 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 thereto, 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 25th day of September, 1980.

THE BREAKERS OF MISSISSIPPI, LTD.

By Paul Garner

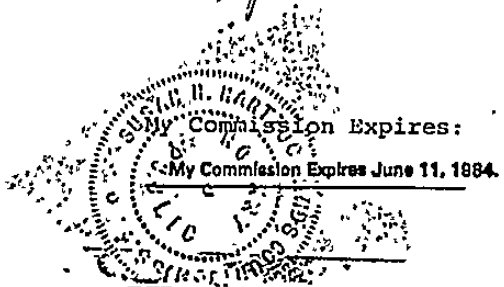
STATE OF MISSISSIPPI

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 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 25th day of September, 1980.

Susan H. Hartzy  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of September, 1980, at 7:00 o'clock A.M. and was duly recorded on the 171 day of October, 1980, Book No. 171 on Page 450 in my office.

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

BILLY V. COOPER, Clerk

By N. W. Wright, D. C.

DEED

M

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, 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 Rosemary Stoner Savery -----, Grantee, leasehold interest in the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Unit 75, 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 25th day of September, 1980.

THE BREAKERS OF MISSISSIPPI, LTD.  
By Paul Garner

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 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 25th day of September, 1980.

James H. Hartog  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of September, 1980, at 9:30 o'clock A.M., and was duly recorded on the OCT 1 day of 1980, 19....., Book No. 171 on Page 453. In my office. Witness my hand and seal of office, this the ..... of OCT 1, 1980, 19.....

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

M

ASSUMPTION WARRANTY DEED

4751

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 of all of which is hereby acknowledged, and for the further consideration of the assumption on the part of the Grantee herein of the indebtedness secured by that certain Deed of Trust in favor of Unifirst Federal Savings and Loan Association, recorded in Book 453 at Page 409, in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, the undersigned RUSSELL G. BUYS does hereby sell, convey and warrant unto SAM STALVEY the land and property situated in Madison County, Mississippi, described as follows, to-wit:

RECORDED

Lot 27, Pear Orchard Subdivision, Part III, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 5 at Page 56, reference to which is hereby made in aid of and as a part of this description.

Excepted from the warranty hereof are any building restrictions, restrictive covenants, easements, rights-of-way and mineral reservations of record affecting the above described property.

For the considerations named herein, the Grantor does hereby sell, assign and deliver unto the Grantee herein all of his right, title and interest in and to any and all escrow funds held by the beneficiary of the above named deed of trust, or its assigns, for the payments of taxes and insurance and all insurance policies covering improvements located on the above described property.

Ad valorem taxes for the current year are to be prorated between the Grantor and Grantee herein as of the date of delivery of this conveyance. Grantee assumes and agrees to pay all taxes for subsequent years.

WITNESS MY SIGNATURE, this the 26 day of September, 1980.

Russell G. Buys  
Russell G. Buys

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named RUSSELL G. BUYS,

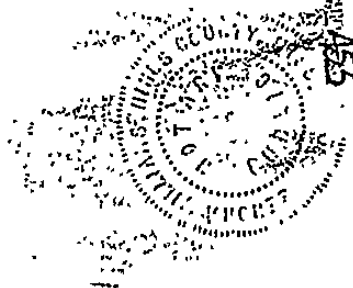
who acknowledged to me that he signed and delivered the above and foregoing Assumption Warranty Deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this, the 26<sup>th</sup> day of September, 1980.

*Jessie Williams*  
NOTARY PUBLIC

My Commission Expires:

9-14-84



BOOK 171 PAGE 455

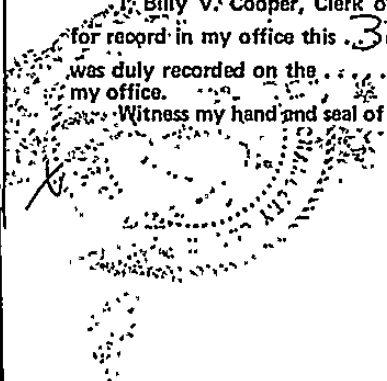
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of September, 1980, at 9:00 o'clock A. M., and was duly recorded on the 001 day of 1, 1980, Book No. 171 on Page 455 in my office.

Witness my hand and seal of office, this the 001 of 1, 1980, 19.....

BILLY V. COOPER, Clerk

By [Signature], D. C.





M

INDEXED

4766

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, E. KELLY CURRIE BUILDER, INC., a corporation, does hereby sell, convey and warrant unto WILLIAM DAVID WATKINS and wife, SUSAN BOYTE WATKINS, 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 32, TREASURE COVE, Part II, 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.

This conveyance is made subject to all protective and restrictive covenants, easements and mineral reservations of record pertaining to the above described property.

Taxes for the current year are to be prorated between the parties as of the date of this conveyance.

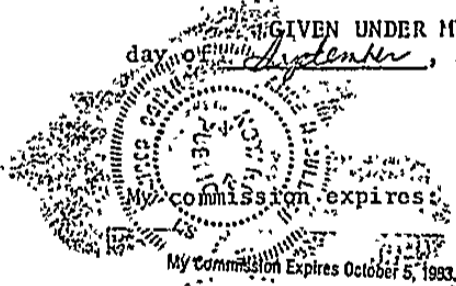
WITNESS THE SIGNATURE OF THE CORPORATION, this the 26<sup>th</sup> day of September, 1980.

E. KELLY CURRIE BUILDER, INC.  
By: [Signature]  
E. Kelly Currie, President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named E. KELLY CURRIE, personally known to me to be the President of E. KELLY CURRIE BUILDER, INC., who acknowledged that he signed and delivered the above and foregoing instrument of writing on the date therein mentioned as the act and deed of said corporation, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 26<sup>th</sup> day of September, 1980.



[Signature]  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of September, 1980, at 9:00 o'clock A.M., and was duly recorded on the 001 day of OCT, 1980, Book No. 171 on Page 456 in my office.  
Witness my hand and seal of office, this the 01 day of OCT, 1980.

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

M

1768

WARRANTY DEED

BOOK 171 PAGE 457

RECORDED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; the assumption by the Grantees of that certain indebtedness now held by the Federal National Mortgage Association and secured by a Deed of Trust which is of record in the office of the Chancery Clerk of Madison County, State of Mississippi, at Canton, in Book 454, page 548, which said indebtedness has an unpaid principal balance of \$49,011.18; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned, GARY WENDELL GRAVES and wife, GEA BAKER GRAVES, do hereby sell, convey and warrant unto PATRICK DAVID CHEATHAM and wife, JUDY N. CHEATHAM, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located in the County of Madison, State of Mississippi, to-wit:

Lot 3, Wheatley Place, Part 1, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Cabinet B, page 23, reference to which is hereby made in aid of and as a part of this description.

Ad valorem taxes covering the above described property for the year 1980 are to be prorated by and between the Grantors and Grantees as of September 30, 1980.

This conveyance is made subject to those certain restrictive covenants affecting said property recorded in Book 441, at page 37, in the aforesaid Chancery Clerk's office.

This conveyance is further made subject to prior reservation of oil, gas and other minerals reserved in

Book 156 at page 58 in the aforesaid Chancery Clerk's office.

Book 171 page 453

WITNESS OUR SIGNATURES, this the 23rd day of September, 1980.

Gary Wendell Graves  
GARY WENDELL GRAVES  
Gea Baker Graves  
GEA BAKER GRAVES

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named GARY WENDELL GRAVES and wife, GEA BAKER GRAVES, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 23rd day of September, 1980.

Pauline N. [Signature]  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires June 15, 1983

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of Sept, 1980, at 10:15 clock A.M., and was duly recorded on the OCT 1 day of 1980, 19....., Book No. 171 on Page 453 in my office.  
Witness my hand and seal of office, this the ..... of OCT 1, 1980, 19.....  
BILLY V. COOPER, Clerk  
By..... N. W. [Signature] D.C.

WARRANTY DEED

2770

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 Grantor, CANTON BUILDERS, INC., a Mississippi corporation, does hereby sell, convey and warrant unto GLYEN EDWARDS and wife, SANDRA M. EDWARDS, 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:

Lot 12 of Block 3, according to map of Virginia Addition to the City of Canton, Madison County, Mississippi, as shown by the plat of record in the office of the Chancery Clerk for Madison County, Mississippi.

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

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

WITNESS the signature of the Grantor herein on this the 30 day of September, 1980.

CANTON BUILDERS, INC.

By: H. G. Morgan  
H. G. Morgan, President

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named H. G. MORGAN, known to me to be the President of Canton Builders, Inc., who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein written as and for the act and deed of Canton Builders, Inc., having first been authorized so to do.

GIVEN under my hand and official seal on this the 30 day of September, 1980.

Levin J. Beach  
Notary Public

(SEAL)  
My Commission Expires: Oct 27 1982

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of September, 1980, at 10:35 clock AM M., and was duly recorded on the 30 day of OCT, 1980, 19....., Book No. 121 on Page 459 in my office.  
Witness my hand and seal of office, this the ..... of OCT, 1980, 19.....

BILLY V. COOPER, Clerk

By: D. Wright....., D.C.

M

#4769

WARRANTY DEED

BOOK 171 PAGE 460

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, JEFF D. PACE, do hereby sell, convey and warrant unto WESTSIDE MOBILE ESTATES, INC., a Mississippi corporation, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

N 1/2 of E 1/2 of S 1/2 of W 1/2 of SW 1/4, Section 24, Township 9 North, Range 2 East, being 10 acres in the north-east corner of the SW 1/4 of said Section. Intending to convey, I do hereby convey that 10 acres, more or less, which was conveyed by Pauline P. Michel to Albert Pfeifer and Helen Michel Pfeifer by deed dated April 1, 1965, and recorded in land Deed Book 97 at Page 32 in the Chancery Clerk's office for Madison County, Mississippi.

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

- 1. Zoning and sub-division regulation ordinance of Madison County, Mississippi.
- 2. Ad valorem taxes for the year 1980 which are a lien but are not due and payable until January, 1981.
- 3. The reservation of an undivided one-half (1/2) interest in all oil, gas and other minerals in, on and under the above described property as reserved by Barnett Phillips Lumber Company in its deed recorded in Book 160 at Page 114, public records of Madison County, Mississippi.

WITNESS my signature on this 3<sup>rd</sup> day of Sept, 1980.

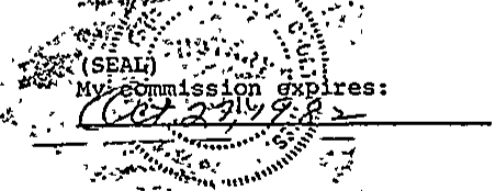
*Jeff D. Pace*  
JEFF D. PACE

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JEFF D. PACE who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein written.

GIVEN UNDER MY HAND and official seal on this 3<sup>rd</sup> day of Sept, 1980.

*Louise J. Heath*  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3<sup>rd</sup> day of Sept, 1980, at 1:35 o'clock P. M., and was duly recorded on the 3<sup>rd</sup> day of OCT 1, 1980, Book No. 171 on Page 460. In my office.

Witness my hand and seal of office, this the 1<sup>st</sup> day of OCT 1, 1980, 1980.

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

INDEXED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned JENEAN A. SWINDLE does hereby sell, convey and warrant unto JOHN L. SWINDLE and wife, JENEAN A. SWINDLE, as joint tenants, with the 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:

Lot Two Hundred Eighteen (218) of Natchez Trace Village, Madison County, Mississippi, according to the plat which was attached to that certain Warranty Deed executed by Lewis L. Culley, Jr. and wife, Bethany W. Culley to J. Carlton Smith and wife, Patricia Lawrence Smith, which Warranty Deed was dated October 7, 1963, and is recorded in the office of the Chancery Clerk of Madison County, Mississippi, and being more particularly described by metes and bounds as follows, to-wit:

Commencing at the Northwest corner of the Northeast Quarter of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi, run thence West 288.8 feet; thence South 397.6 feet to a point on the easterly boundary line of a 40 foot wide street, said point being the point of beginning of the land herein described; run thence North 9 degrees 44 minutes West 72.7 feet along the easterly boundary line of said street; thence North 23 degrees 28 minutes West 77.3 feet along the easterly boundary line of said street; thence North 81 degrees 12 minutes East 178.4 feet; thence South 27 degrees 56 minutes East 96.3 feet; thence South 64 degrees 34 minutes West 197.5 feet back to the point of beginning; said land herein described being located in the Northeast Quarter of the Northwest Quarter of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi, and containing 0.5 acres.

A part of Lot 160 of Natchez Trace Village, Madison County, Mississippi being more particularly described as follows, to-wit:

Commencing at the NW corner of the NE 1/4 of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi run thence South 540.1 feet; thence West 241.9 feet to

a point on the easterly boundary line of Cheyenne Lane (40 feet wide), run thence North 18 degrees 13 minutes West 75.0 feet along the easterly boundary line of said Cheyenne Lane to the Point of Beginning of the land herein described; continue thence along the easterly boundary line of said Cheyenne Lane North 18 degrees 13 minutes West 75.0 feet, thence North 64 degrees 34 minutes East 207.5 feet, thence South 27 degrees 46 minutes East 47.7 feet; thence South 57 degrees 40 minutes West 221.1 feet back to the point of beginning, said land herein described being located in the NE 1/4 of the NW 1/4 of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi, containing 0.31 acres.

This conveyance and the warranty herein contained are made subject to the following:

- (a) That Deed of Trust dated August 11, 1976, from John L. Swindle and wife, Jenean A. Swindle to Earl Keyes, Trustee for the benefit of Financial Security Life of Mississippi, recorded at Book 421, Page 509, in the office of the Chancery Clerk of Madison County, Mississippi. By the execution and acceptance of this deed, the Grantees assume and agree timely to perform in full all obligations mentioned in and secured by said Deed of Trust, including but not limited to the payment, when and as due, of the entire unpaid balance of the primary indebtedness secured by said Deed of Trust.
- (b) Protective covenants contained in that certain warranty deed executed by Lewis L. Culley, Jr. and wife, Bethany W. Culley, to J. Carlton Smith and wife, Patricia Lawrence Smith, dated October 7, 1963, pertaining to that portion of the above described property identified as Lot 218 of Natchez Trace Village, such deed being recorded in the office of the Chancery Clerk of Madison County, Mississippi.
- (c) Protective covenants contained in that certain warranty deed executed by Lewis L. Culley, Jr. and wife, Bethany W. Culley, to Walter M. Denny, Jr. and wife, Peggy Perry Denny, dated August 29, 1963, pertaining to that portion of the above described property identified as being part of Lot 160

of Natchez Trace Village, which protective covenants were amended by instrument dated January 11, 1965, executed by Lewis L. Culley, Jr., et al, both of the above instruments being recorded in the office of the Chancery Clerk of Madison County, Mississippi.

(d) All reservations of oil, gas and minerals and royalty interests made by predecessors in title to the Grantor herein, but Grantor does hereby sell, convey and quitclaim unto the Grantees such right, title and interest in and to all mineral and royalty interests which she may own.

(e) All zoning laws and regulations.

For the same consideration as stated above, Grantor does hereby sell and convey unto the Grantee herein all of the right, title and interest of the Grantor in and to the use of the roads and streets surrounding and in the vicinity of Natchez Trace Village, together with any other rights of ingress and egress to the property herein conveyed.

Ad valorem taxes for the year 1980 have been pro-rated as of the date of this conveyance, and Grantees assume and agree to pay all of such taxes when due.

WITNESS OUR SIGNATURES this the 29 day of September, 1980.

*Janean A. Swindle*  
\_\_\_\_\_  
JANEAN A. SWINDLE, Grantor

*Janean A. Swindle*  
\_\_\_\_\_  
JANEAN A. SWINDLE, Grantee

*John L. Swindle*  
\_\_\_\_\_  
JOHN L. SWINDLE, Grantee

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority, in and for the state and county aforesaid, the within named JOHN L. SWINDLE, who acknowledged that he signed and delivered the above and



foregoing instrument on the day and year therein mentioned as his free and voluntary act and deed.

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

*[Signature]*  
NOTARY PUBLIC  
*[Notary Seal: HINDS COUNTY MISSISSIPPI]*

My Commission Expires:  
My Commission Expires Jan. 5, 1983

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority, in and for the state and county aforesaid, the within named JENEAN A. SWINDLE, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned as her free and voluntary act and deed.

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

*[Signature]*  
NOTARY PUBLIC  
*[Notary Seal: HINDS COUNTY MISSISSIPPI]*

My Commission Expires:  
My Commission Expires Jan. 5, 1983

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of September, 1980, at 4:00 o'clock P. M., and was duly recorded on the OCT 1 day of 1980, 1980, Book No. 171 on Page 46 in my office.  
Witness my hand and seal of office, this the OCT 1 day of 1980, 1980.  
BILLY V. COOPER, Clerk  
By [Signature], D.C.

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, BILLY V. COOPER and KATHERINE R. COOPER, do hereby convey and forever warrant, subject to the limitations and exceptions hereinafter contained, unto GERALD R. McALPIN and LENA E. McALPIN, as joint tenants with full right of survivorship, and not as tenants in common, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:



A parcel of land containing 1 acre more or less lying and being situated in the City of Canton, Madison County, Mississippi and more particularly described as beginning at the intersection of the west right-of-way line of U. S. Highway No. 51 with the north line of Frey Street run S 88°35'W along the north line of Frey Street 220.08 feet to a point; thence N 18°06'E 210 feet to a point; thence N 88°35'E 220.08 feet to a point on the west right-of-way line of U. S. Highway No. 51; thence S 18°06'W along the said right-of-way 210 feet to the point of beginning. Said property being situated in Section 19, Township 9, Range 3 East, Madison County, Mississippi.

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

1. The City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1980, and subsequent years.
2. The exception of an undivided one-half (1/2) interest in and to oil, gas and other minerals in, on and underlying the land hereby conveyed, the same having been reserved to S. R. Blakeman, et al, by deed dated March 24, 1972, and recorded in Deed Book 126 at page 518, in the office of the Chancery Clerk of Madison County, Mississippi.
3. The exception of an undivided one-fourth (1/4th) interest in and to said oil, gas and other minerals reserved by John L. Steen by deed dated October 19, 1978, and recorded in Deed Book 159 at page 551 in the office of the aforesaid Clerk.

May 11, 1981  
Correct Deed  
Book 175 Page 560  
Billy V. Cooper, Clerk  
By: Blumitt VA, DC

4. The reservation unto the Grantor of an undivided one-half (1/2) of the remaining one-fourth (1/4th) interest in and to said oil, gas and other minerals or as otherwise expressed, the Grantor hereby reserves unto himself an undivided one-eighth (1/8th) of the whole interest therein.

5. The City of Canton, Mississippi Zoning Ordinance of 1958, as amended.

6. A right of way and easement granted to the City of Canton, Mississippi for the installation, construction and maintenance of sewer lines.

The Grantors warrant that the realth hereby conveyed does not constitute his homestead or any part thereof.

WITNESS OUR SIGNATURES on this the 2<sup>nd</sup> day of SEPTEMBER, 1980.

Billy V. Cooper  
BILLY V. COOPER

Katherine R. Cooper  
KATHERINE R. COOPER

GRANTORS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal of office on this 2<sup>nd</sup> day of September, 1980.



Nancy Woodhoad  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2<sup>nd</sup> day of October, 19 80, at 8:00 o'clock 9 A.M., and was duly recorded on the 2 day of OCT 1, 1980, Book No. 171 on Page 466 in my office.

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

BILLY V. COOPER, Clerk

By J. Wright, D. C.

M

4777

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Be it known, that Z. H. Poole, Tax Assessor/Collector of said County of Madison, did on the 18th day of September, A.D., 1978, according to law, sell the following described land situated in said County and assessed to C. A. Gibeaut, Inc., to-wit:

Parcel 7 (9.42A) out N 1/2 NE 1/4 Section 9, Township 8 North, Range 2 East, Madison County, Mississippi.

for taxes assessed thereon for the year A.D. 1977, when D & T Corporation became the best bidder therefor, at and for the sum of Seventeen dollars and ninety seven cents; (\$17.97); and the same not having been redeemed, I therefore sell and convey said land to the said D & T Corporation. Given under my hand, the 30<sup>th</sup> day of September, 1980.

*Billy V. Cooper*  
BILLY V. COOPER, CHANCERY CLERK  
MADISON COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI  
COUNTY OF MADISON )

Personally appeared before me, the undersigned authority in and for said County and State, the within named BILLY V. COOPER, CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, this the 30<sup>th</sup> day of September, 1980.

*[Signature]*  
CIRCUIT CLERK

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 1<sup>st</sup> day of October, 19 80, at 8:05 o'clock P..M., and was duly recorded on the 1<sup>st</sup> day of October, 19 80, Book No. 171 on Page 467 in my office.

Witness my hand and seal of office, this the OCT 1 of 1980, 19 80.

BILLY V. COOPER, Clerk

By N. Wright, D. C.

M

1778

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Be it known, that Z. H. Poole, Tax Assessor/Collector of said County of Madison, did on the 18th day of September, A.D., 1978, according to law, sell the following described land situated in said County and assessed to Martha Pugh fo-wit:

4.44A. (E. of T.Gibbs) off E/S of: 26 2/3A off E/S Lot 6, (Share 5; Mat. Cole Est.) Section 10, Township 9 North, Range 1 West, Madison County, Mississippi.

for taxes assessed thereon for the year A.D., 1977, when David Case became the best bidder therefor, at and for the Sum of Ten dollars and thirty cents (\$10.30); and the same not having been redeemed, I therefore sell and convey said land to the said David Case.

Given under my hand, the 30<sup>th</sup> day of September, 1980.

*Billy V. Cooper*  
BILLY V. COOPER, CHANCERY CLERK  
MADISON COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI )  
COUNTY OF MADISON )

Personally appeared before me, the undersigned authority in and for said County and State, the within named BILLY V. COOPER, CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, this the 30<sup>th</sup> day of September, 1980.

*[Signature]*  
CIRCUIT CLERK

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 1<sup>st</sup> day of October, 19 80, at 8:25 o'clock A.M., and was duly recorded on the 1<sup>st</sup> day of October, 19 80, Book No. 71 on Page 48 in my office.

Witness my hand and seal of office, this the 1<sup>st</sup> day of October, 19 80.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

M

RECORDED  
INDEXED

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, BRYAN HOMES, INC. does hereby sell, convey and warrant unto HELEN A. GREGORY, the land and property situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 4, Block 2, Virginia Addition to City of Canton, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton Mississippi in Plat Book 4 at page 17 reference to which map or plat is here made in aid of and as a part of this description. (Plat Book 4 at page 17 being Cabinet Slide No. A-109)

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

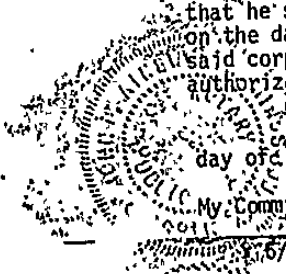
IT IS AGREED and understood that the taxes for the current year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantors agree to pay to the Grantees or their assigns any amount which is a deficit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

WITNESS THE SIGNATURES of the Grantors, this the 24th day of September, 1980.

BRYAN HOMES, INC.  
BY Steve Bryan  
Steve Bryan, President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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



GIVEN UNDER MY HAND and official seal of office on this the 24th day of September, 19 80.

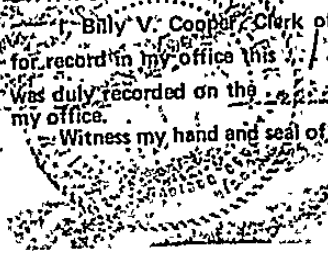
My Commission Expires: 5/26/82

John L. [Signature]  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 1st day of October, 1980, at 9:00 o'clock A.M., and was duly recorded on the 1st day of OCT 1, 1980, in Book No. 171, on Page 469. in my office.

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



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

INDEXED

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, H. W. Campbell, Jr. of Canton, Ms.  
do hereby constitute and appoint JOHN B. CAMPBELL  
my true and lawful attorney, for me and in my name, place and stead, to ask, demand  
sue for, collect, recover and receive all sums of money, debts, dues, accounts, legacies,  
bequests, interests, dividends, annuities, income and demands whatsoever as are now or  
or shall hereafter become due, owing payable or belonging to me, and have, use and  
take all lawful ways and means in my name or otherwise for the recovery thereof, by  
attachments, arrests, distress or otherwise, and to compromise and agree for the same  
and acquittances or other sufficient discharges for the same, for me, and in my name to  
make, seal and deliver; to bargain, contract, agree for, buy, sell, mortgage, hypothecate,  
and in any and every way and manner deal in and with stocks, bonds and securities of  
all kinds and character, goods and merchandise, chattels, choses in action, and other  
property, in possession or in action, and to release mortgages and other liens on lands  
or chattels; to exercise all rights and powers incident to ownership to the same and  
full extent as I could personally do as the owner thereof, and to make, do and trans-  
act all and every kind of business of whatsoever nature and whatsoever, kind. Also,  
to bargain, contract, agree for, purchase, receive, and take lands, tenements, here-  
ditaments and accept the seizing and possession of all lands and all deeds, grants and  
other assurances, and to lease, let, demise, bargain, sell; release, grant, convey,  
confirm, mortgage and hypothecate lands, tenements and hereditaments, upon such terms  
and conditions, and under and with such covenants, as she shall think fit, and also for  
me and in my name and as my act and deed to sign, seal, execute, make acknowledge and  
deliver such deeds, leases and assignments of leases, covenants, indentures, agree-  
ments, mortgages, hypothecations, bills of lading, bills, proxies, bonds, notes, checks,  
drafts, receipts, evidences of debt, releases and satisfaction of mortgages, judgments  
and other debts, and such other instruments in writing of whatever kind or nature as may  
be necessary or proper in the premises; it being the intention hereof to grant and  
give my said attorney the same, full and complete power and dominion over all my  
property and estate, whether tangible or intangible, vested and contingent, over all  
of my business of whatsoever kind or nature as I personally possess.

Hereby giving and granting unto said JOHN B. CAMPBELL  
said attorney, full power and authority to do and perform all and every act and  
thing whatsoever in his judgment requisite and necessary to be done, as fully to all  
intents and purposes as I might or could do if personally present, with full power  
of substitution and revocation; hereby ratifying and confirming all that my said  
attorney, or his substitute or substitutes, shall lawfully do or cause to be done by  
virtue of these presents.

It is expressly understood that the foregoing enumeration of specific powers or  
that any specific power herein contained does not, and shall not, in any way whatso-  
ever, control, limit or diminish the general powers herein granted, or which should  
have been granted in order to carry out the purposes hereinbefore expressed and the  
general intent hereof to grant unto my said attorney the fullest and most plenary  
power, authority and discretion with respect to any business transaction, property,  
account, asset, deposit, or anything of value, to the end that he may deal, manage,  
maintain, operate, conduct, dispose of, handle or otherwise do in the premises identi-  
cally the same as I could personally do.

I hereby ratify and conform all acts and deeds performed for me previous to this  
date by the said JOHN B. CAMPBELL

IN WITNESS WHEREOF, I have hereunto subscribed my name on this instrument this  
1st day of October, 1980.

H. W. Campbell, Jr.

STATE OF MISS.  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said  
county and state, the within named H. W. Campbell, Jr., who acknow-  
ledged that he signed and delivered the above and foregoing Power of Attorney on  
the day and date herein set out as his free and voluntary act and deed for the uses and  
purposes therein set forth.

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

MY COMMISSION EXPIRES FEB 15, 1982  
My Commission Expires:

Nautille G. Rutherford  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
for record in my office this 1st day of Oct, 1980, at 3:00 o'clock P.M., and  
was duly recorded on the 3 day of OCT 3, 1980, Book No. 171 on Page 470 in  
my office.

Witness my hand and seal of office, this the 3 day of OCT 3, 1980, 1980.

Billy V. Cooper, Clerk  
By B. V. Cooper, D. C.

INDEXED

KNOW ALL MEN BY THESE PRESENTS: That I, HENRY WALLACE CAMPBELL, JR., presently residing at Canton, Mississippi, have nominated, constituted and appointed and do by these presents nominate, constitute and appoint my son, JOHN BURDETTE CAMPBELL, my true and lawful attorney-in-fact for me and in my name to do and perform any and all acts with reference to my property and/or property rights, real and personal and wheresoever situated, which I could do in my own proper person. The power here vested in my said attorney-in-fact includes, but is not limited to, that of executing deeds, mortgages, and contracts of every nature and kind whatsoever; issuing and endorsing checks, drafts, notes or other negotiable instruments of every nature and kind whatsoever; receiving, collecting and receipting for monies and other things of value, and giving acquittances therefor; instituting and/or defending court proceedings; filing tax returns or other forms with taxing authorities; and generally to do and perform any and all acts of every nature and kind whatsoever with reference to my property and/or property rights or any part thereof which I could do in my own proper person, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitutes shall lawfully do or cause to be done by virtue thereof.

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

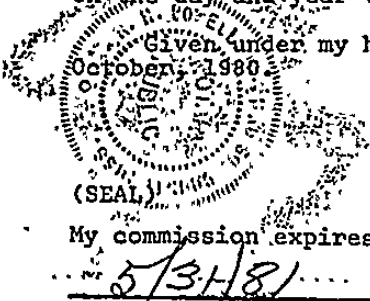
Henry Wallace Campbell, Jr.  
Henry Wallace Campbell, Jr.

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, a Notary Public in and for said county and state, the within named HENRY WALLACE CAMPBELL, JR. who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed.

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



R. H. Powell  
Notary Public

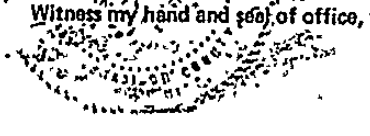
My commission expires:

5/31/81

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 1st day of Oct, 1980, at 3:34 clock P. M., and was duly recorded on the 1st day of OCT 3, 1980, Book No. 171 on Page 471 in my office.

Witness my hand and seal of office, this the 3 day of OCT, 1980.



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



INDEXED

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, H. W. CAMPBELL, JR., do hereby convey and quitclaim unto my sons JOHN BURDETTE CAMPBELL and HUGH GORDON CAMPBELL, as joint tenants with rights of survivorship and not as tenants in common, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

A lot or parcel of land that is part of Lot 46 on the West side of South Liberty Street when described with reference to the map of the City of Canton, Madison County, Mississippi, made by George & Dunlap in 1898, and which lot is marked "A Purviance" on said map, and which parcel of land is more particularly described as: Beginning at a point of the West side of South Liberty Street that is 117 feet North of the Southeast corner of said Lot 46, thence run South along the West line of South Liberty Street for 117 feet to the Southeast corner of said Lot 46, thence run westerly along the South line of said Lot 46 for 200 feet, thence run North 112 feet to what was formerly the South line of the A. Eldridge residence property, thence run Easterly along what was formerly the South line of said Eldridge property to the point of beginning.

ALSO:

A strip of land off the North side of Lot 48 on the West side of South Liberty Street when described with reference to the map of the City of Canton, Madison County, Mississippi, made by George & Dunlap in 1898, reference to said map being here made in aid of and as a part of this description, and which strip of land is more particularly described as: Beginning at an iron stake at the Northeast corner of said Lot 48 and run thence West 200 feet to a point one foot West of the West wall of the building formerly used by Ray Thompson Ford Company, and which point is the Southwest corner of Lot 46 described above, thence run South 1.4 feet to a iron stake, thence run northeasterly 200.05 feet to the point of beginning.

It is the intention of grantor to describe and convey that property formerly used and occupied by the business known as Campbell Motor Company.

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

WITNESS my signature this 26th day of May, 1980.

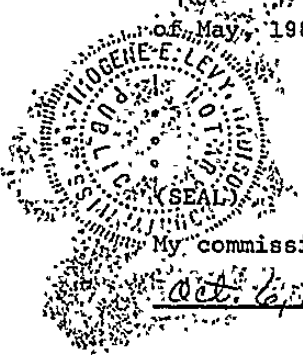
*H. W. Campbell Jr.*  
H. W. Campbell, Jr.  
(a/k/a Henry Wallace Campbell, Jr.)

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 171 PAGE 473

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

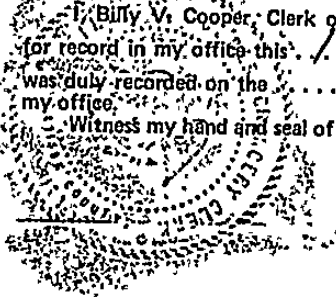
Given under my hand and official seal this the 30th day of May, 1980.



Gene E. Levy  
Notary Public

My commission expires: Oct. 6, 1981

STATE OF MISSISSIPPI, County of Madison:



I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 1 day of Oct, 1980, at 3:34 o'clock P.M., and was duly recorded on the 1 day of OCT, 1980, Book No. 171 on Page 472 in my office.  
Witness my hand and seal of office, this the OCT 3 of 1980, 19.....

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

M  
1547

GREENWOOD TAP

RIGHT OF WAY INSTRUMENT

4798

In consideration of \$ 1100 cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we (acting personally and for and on behalf of our heirs, successors, and assigns and any other person claiming or to claim the property hereinafter described, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY,

its successors and assigns (herein called "Grantee"), a right of way and easement 30 feet in width for the location, construction, reconstruction, operation, maintenance, and removal of electric power and/or communications lines and circuits, including poles, towers, cross arms, insulators, wires, cables, hardware, transformers, switches, guy wires, anchors and all other equipment, structures, material and appliances, now or hereafter used, useful or desired in connection therewith, over, across, under, and on that land in the County of

MADISON, Mississippi, described as follows, to-wit:

RECORDED

EAST 1/2 OF SW 1/4 SECTION 25 T10N R5E

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

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

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

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

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

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

WITNESS my/our signature, this the 12 day of SEPT. 19 80

WITNESS: ✓ Joanette Greenwood

Elmer Carson  
James Carson

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named ✓ Joanette Greenwood, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named

Elmer Carson and James Carson

whose names are subscribed (written) on and deliver the same to the said Mississippi Power & Light Company; that he, this affiant, subscribed his name as witness thereto in the presence of the above named Grantors, and

Sworn to and subscribed before me, this the 10th day of SEPT. 19 80

My Commission Expires FEBRUARY 7 1982

700-7338

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 5th day of October, 1980, at 9:00 o'clock A.M., and was duly recorded on the 13th day of OCT 3 1980, 19....., Book No. 171 on Page 474 in my office.

Witness my hand and seal of office, this the 5th day of OCT 3 1980, 19.....

BILLY V. COOPER, Clerk

By D. W. Wright, D. C.

RECORDED

Madison

County, Mississippi

ELECTRICAL DISTRIBUTION

LINE

WALTON RD

PCA 360-2

BA 80-372

4799

RIGHT OF WAY INSTRUMENT

In consideration of \$100 cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we (acting personally and for and on behalf of our heirs, successors, and assigns and any other person claiming or to claim the property herein-after described, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY,

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

Madison, Mississippi, described as follows, to-wit: A CERTAIN PARCEL OF LAND LYING AND BEING SITUATED IN THE NORTHWEST 1/4 SECTION 22, TOWNSHIP 9 NORTH, RANGE 1 WEST, MADISON COUNTY, MISSISSIPPI AS STAKED AND POINTED OUT TO THE GRANTOR

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

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

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

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

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

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

WITNESS my/our signature, this the 4 day of August, 1980

DE LOOBE  
Lee Baker

J. Edgar  
J. Edgar

FORM NO. 700-7320

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

J. Edgar and

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

Lee Baker

Sworn to and subscribed before me, this the 6 day of SEPTEMBER, 1980

My Commission Expires Feb. 22, 1982

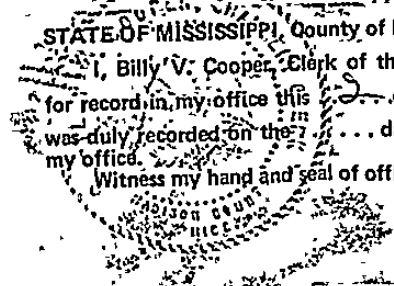
My Commission Expires

DE LOOBE  
Mrs. Bettye Swift Hall  
Lee Baker  
(Official Title)

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of October, 1980, at 9:00 o'clock A.M., and was duly recorded on the 3 day of OCT 3 1980, 1980, Book No. 171, on Page 475 in my office.

Witness my hand and seal of office, this the 3 day of OCT 3 1980, 1980



BILLY V. COOPER, Clerk

By N. W. Wright, D. C.

*RECORDED*

Madison County, Mississippi  
Electric Primary Underground LINE WA 65531 FCA 360.2  
MA 83-7700

**RIGHT OF WAY INSTRUMENT**

4200

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

its successors and assigns (herein called "Grantee"), a right of way and easement 10 feet in width for the location construction, reconstruction, operation, maintenance, and removal of electric power and/or communications lines and circuits, including poles, towers, cross arms, insulators, wires, cables, hardware, transformers, switches, guy wires, anchors and all other equipment, structures, material and appliances, now or hereafter used, useful or desired in connection therewith, over, across, under, and on that land in the County of

Madison, Mississippi, described as follows, to-wit: This Right-of-Way is for the 7200-8000 (Nominal) underground electric cable to be installed in trench that is to be dug and backfilled by owner or his representative. It also included the right to extend service from the pad mount transformer at the end of this line across the lot line between Lots 9 & 10 to serve a customer on Lot 10. This is Lot 9, Quail Run Subdivision, Section 14, Township 7 N, Range 1 E, Madison County, Mississippi.

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

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

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

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

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

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

WITNESS my/our signature, this the 29 day of Aug, 1980

William H. Inzer  
Catherine M. Inzer

STATE OF MISSISSIPPI  
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named William H. Inzer, Jr. and Catherine M. Inzer, husband and wife, who acknowledged that they signed and delivered the foregoing instrument on the day and date therein mentioned.

Given under my hand and official seal, this the 29th day of Aug, 1980

Walter  
(Title) Notary  
My Commission Expires Nov. 15 1989

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29 day of October, 1980, at 5:00 o'clock A.M., and was duly recorded on the 29 day of OCT 3, 1980, in Book No. 171 on Page 476. in my office.  
Witness my hand and seal of office, this the 29 day of OCT 3, 1980.

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

ELECTRICAL DISTRIBUTION LINE

MADISON County, Mississippi  
WA 65532 FCA 360.21  
BA 80-1045

**RIGHT OF WAY INSTRUMENT**

4801

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

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

MADISON, Mississippi, described as follows, to-wit:

A CERTAIN PARCEL OF LAND LYING & BEING SITUATED IN THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 EAST MADISON COUNTY, MISSISSIPPI AS STAKED & POINTED OUT TO THE GRANTOR

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

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

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

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

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

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

WITNESS my/our signature, this the 20 day of AUG, 1980

I.D. Edwards  
[Signature]

J. Joe B. Hardy  
[Signature]

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

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

J. Joe B. Hardy

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

J. Joe B. Hardy

Sworn to and subscribed before me, this the 6 day of SEPTEMBER, 1980

My Commission Expires Feb. 22, 1982

I.D. Edwards  
Mrs. Reston Smith Hall  
[Signature]  
(Official Title)

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of October, 1980, at 9:00 o'clock A.M., and was duly recorded on the 7 day of Oct., 1980, Book No. 171 on Page 497 in my office.

Witness my hand and seal of office, this the ..... of .. Oct. 3 .. 1980 .., 19 ..!

BILLY V. COOPER, Clerk

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

RECORDED

M

GENERAL DISTRIBUTION

LINE

Madison

County, Mississippi

WA 65528

FCA 360.2

BA 80-403

RIGHT OF WAY INSTRUMENT

1802

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

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

Madison, Mississippi, described as follows, to-wit: A CERTAIN PARCEL OF LAND LYING AND BEING SITUATED IN THE Southeast 1/4 Sec 9, TOWNSHIP 8 NORTH, RANGE 1 West, HINDS COUNTY, MISSISSIPPI AS STAKED AND POINTED OUT TO THE GRANTOR.

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

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

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

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

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

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

WITNESS my/our signature, this the 24 day of July, 19 80

LE TOOLE

[Signature]

STATE OF MISSISSIPPI

FORM NO. 700-7320

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the above named jurisdiction, the within named LE TOOLE, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named SWAIGNE WATSON

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

Sworn to and subscribed before me, this the 6 day of SEPTEMBER, 19 80

My Commission Expires Commission Expires Feb. 27, 1982

LE TOOLE, MRS. RUTH S. SMOOD DOLL, Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 24 day of October, 19 80, at 7:00 o'clock P.M. and was duly recorded on the OCT 3 1980 day of OCT 3 1980, Book No. 171 on Page 478 in my office.

Witness my hand and seal of office, this the 3 day of OCT 3 1980, 19 80

BILLY V. COOPER, Clerk

By [Signature], D.C.

M

BOOK 171 PAGE 479

RECORDED

1807

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, AND IN THE FURTHER CONSIDERATION OF THE GRANTEEES HEREIN ASSUMING AND AGREEING TO PAY THE INDEBTEDNESS REMAINING UNDER THE TERMS OF THAT CERTAIN DEED OF TRUST IN FAVOR OF MID STATE MORTGAGE COMPANY DATED 9/11/78 AND RECORDED IN BOOK 448 AT PAGE 723, RECORDS OF THE CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI, SAID ASSUMPTION TO BEGIN WITH THE PAYMENT WHICH WILL BE DUE THEREON ON NOVEMBER 1, 1980, WE, WILLIAM TERRY GROCE AND BARBARA SUE GROCE, HUSBAND AND WIFE, DO HEREBY SELL, CONVEY AND WARRANT UNTO CHARLES W. HOPPER AND BEVERLY C. HOPPER, 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 SIXTEEN (16), TRACELAND NORTH, PART FOUR (4), 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 19 THEREOF, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

THIS CONVEYANCE IS SUBJECT TO PROTECTIVE COVENANTS RECORDED IN BOOK 426 AT PAGE 149, RECORDS OF SAID COUNTY, ANY RIGHTS OF WAY, EASEMENTS OR MINERAL RESERVATIONS BY PRIOR OWNERS NOW OF RECORD PERTAINING TO THE SUBJECT LANDS.

ALL ESCROW FUNDS NOW HELD TO THE CREDIT OF THE GRANTORS BY MID STATE MORTGAGE COMPANY AND/OR ITS ASSIGNS FOR THE PAYMENT OF TAXES AND/OR INSURANCE TOGETHER WITH ALL EQUITIES IN INSURANCE POLICIES PERTAINING TO THE SUBJECT LANDS ARE HEREBY SOLD AND TRANSFERRED TO THE GRANTEEES HEREIN.

SHOULD IT BE ASCERTAINED THAT GRANTORS HAVE NOT PAID THEIR PRORATA SHARE OF 1980 AD VALOREM TAXES WHEN SAME



BECOME DUE, GRANTORS AGREE TO PAY TO GRANTEEES AN ADDITIONAL AMOUNT TO EQUAL THEIR PRORATA SHARE OF SAID TAXES.

ALSO CONVEYED ARE ALL DININGROOM DRAPERIES LOCATED IN THE SUBJECT PROPERTY.

POSSESSION OF THE SUBJECT PROPERTY IS TO BE DELIVERED TO GRANTEEES ON OR BEFORE NOVEMBER 1, 1980.

WITNESS OUR SIGNATURES THIS 1 DAY OF OCTOBER, 1980.

William Terry Groce
WILLIAM TERRY GROCE
Barbara Sue Groce
BARBARA SUE GROCE

STATE OF MISSISSIPPI
COUNTY OF HINDS

THIS DAY PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE AND COUNTY AFORESAID, WILLIAM TERRY GROCE AND WIFE, BARBARA SUE GROCE, WHO EACH ACKNOWLEDGED TO ME THAT THEY SIGNED, EXECUTED AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT AS THEIR ACT AND DEED ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 1st DAY OF OCTOBER, 1980.

Notary Public signature and seal

MY COMM. EX: 1-15-83

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of October, 1980, at 9:00 o'clock A.M., and was duly recorded on the 2 day of OCT 3 1980, 19... Book No. 171 on Page 479 in my office.

Notary seal for Billy V. Cooper

Witness my hand and seal of office, this the 2 day of OCT 3 1980, 19...

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

CORRECTED WARRANTY DEED

WHEREAS, the original Warranty Deed filed for record on October 25, 1979 at 3:00 p.m., in Book 165, page 654 of the records of the Chancery Clerk of Madison County, Mississippi, contained an incorrect acknowledgment of the Grantor's signature, this corrected deed is filed to record the correct Grantor and acknowledgment.

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, receipt of which is hereby acknowledged, I the undersigned, M. L. COLEMAN, JR., President of HERITAGE CORPORATION, known as HERITAGE CORPORATION OF AMERICA, a Mississippi corporation qualified and doing business in Mississippi, do hereby convey and warrant unto CECIL D. ALFORD AND MARIE ALFORD, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Commencing at the SW corner of Section 19, T9N, R5E, run S 89° 30' E 660.2 feet, thence N 00° 30' E 2640.0 feet to the point of beginning. Thence run S 89° 30' E 660.8 feet thence N 49° 30' W 1236.6 feet to the right of way line of a public road, thence along said right of way line southwesterly 284 feet, more or less, to an iron pin located 797.4' N 39° 30' W of the point of beginning, thence run S 39° 30' E 797.4 feet to the point of beginning, containing 8.63 acres, more or less, and being situated in Section 19, T9N, R5E, Madison County, Mississippi.

This conveyance contains 8.63 acres, more or less, of an original 183.13 acres, more or less, of which 7.19 acres, more or less, is a public road running through the property, conveyed by H. D. Guion et al., to Heritage Corporation, known as Heritage Corporation of America, on July 6, 1972, by Warranty Deed recorded in the land records of Madison County, Mississippi, in Book 338, at Page 675.

The Grantees herein agree to pay all taxes due and owing on the above described property.

This conveyance is subjected to the following exceptions, to-wit:

- 1) Rights or claims of parties in possession and not shown of record.
- 2) Such state of facts as might be revealed by an accurate survey and inspection of the premises, and further excepted are all easements, restrictions and reservations of record.
- 3) Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1979, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 4) The reservation by prior owners of all oil, gas and other minerals lying in, on and under the subject property together with rights of ingress and egress for exploration, etc.

IN TESTIMONY WHEREOF, witness the signature of the Grantor, this the 30th day of September, 1979.

*M. L. Coleman, Jr.*  
 M. L. COLEMAN, JR., PRESIDENT  
 HERITAGE CORPORATION OF AMERICA

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named M. L. COLEMAN, JR., President of Heritage Corporation, known as Heritage Corporation of America, a corporation, who acknowledged that for and on behalf of said corporation, he signed, sealed and delivered the above and foregoing Warranty Deed on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 30th day of September, 1980.

*V. D. ...*  
 Notary Public.

My Commission Expires:

Commission Expires AUG 4 1982.



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of October, 1980, at 9:00 o'clock A. M., and was duly recorded on the 3 day of OCT 3, 1980, Book No. 171 on Page 481 in my office.

Witness my hand and seal of office, this the OCT 3 day of 1980, 19.....

BILLY V. COOPER, Clerk

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

M

RIGHT OF WAY AND EASEMENT

BOOK 171 PAGE 489

4812

For and in consideration of TWO THOUSAND FIVE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$2,575.00), the receipt and sufficiency of which are hereby acknowledged, we, CLIFTON MOORE and wife, ARCHIE MOORE, do hereby grant and convey unto MADISON COUNTY, MISSISSIPPI, a perpetual right of way and easement to construct, reconstruct, operate and maintain a public road on, over, across and under a strip of land more particularly described as follows, to-wit:

INDEXED

Begin at the point of intersection of the northeast right of way line of State Aid Project No. SAP 45(28) as said project is now (February, 1980) laid out on the ground and the south right of way line of a county road known as Robinson Springs Road as said south right of way line is now marked by an existing fence line, said point being at Station 118+08 on said State Aid Project SAP 45(28); run thence south 08 degrees 49 minutes west and along said existing fence line marking the south right of way line of Robinson Springs Road for a distance of 48.8 feet to a point at Station 118+42 on the center-line of said Project No. SAP 45(28); run thence south 02 degrees 08 minutes west and along said existing fence line marking the south line of Robinson Springs Road for a distance of 55.4 feet to a point at Station 118+85 on the southwest right of way line of said SAP 45(28); run thence south 37 degrees 01 minute east and along said southwest right of way line of Project No. SAP 45(28) for a distance of 332.0 feet to a point on an existing fence line marking the north right of way line of said Robinson Springs Road; run thence south 86 degrees 25 minutes east and along said existing fence line for a distance of 92.2 feet to a point on said northeast right of way line of Project SAP 45(28); run thence north 37 degrees 01 minute west and along said northeast right of way line for a distance of 469.0 feet to the point of beginning.

The above described parcel of property is located in the West Half (W 1/2) Southwest Quarter (SW 1/4) of Section 33, Township 8 North, Range 1 East, Madison County, Mississippi, and contains 0.6 acres, more or less.

All oil, gas and other minerals are excepted from this conveyance.

WITNESS our signatures, this the 9<sup>th</sup> day of October, 1980.

Clifton Moore  
Clifton Moore

Archie Moore  
Archie Moore

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

BOOK 171 PAGE 484

Given under my hand and official seal this the 2<sup>nd</sup> day  
of October, 1980.



*Ray H. Portcouery*  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
for record in my office this 2 day of Oct, 1980, at 10:15 o'clock A. M., and  
was duly recorded on the 2 day of OCT 3, 1980, Book No 171 on Page 483 in  
my office.

Witness my hand and seal of office, this the 2 day of OCT 3, 1980.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

1813

ASSUMPTION WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid me and the assumption by the Grantees of the payment of the unpaid balance, both principal and interest, of that certain indebtedness to O. B. Taylor, Trustee, to secure Kimbrough Investment Company in the original principal sum of \$8,000.00 which is described in and secured by a deed of trust dated August 8, 1962 and recorded in Book 296 at page 235 and assigned to Boston Federal Savings & Loan by instrument recorded in Book 297 at page 125 in the office of the Chancery Clerk of Madison County, Mississippi, upon and covering the herinafter described real property, such payment to be made in accordance with the terms, conditions and obligations of said deed of trust, the receipt and sufficiency of which is hereby acknowledged, we, WILLIAM J. STEEN and wife CORRINE STEEN do hereby convey and forever warrant unto JOHN NORMAN SANDERS and wife, EUNA MAE SANDERS, as joint tenants with full rights 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:

A lot or parcel of land described as beginning at a point on the north side of East Fulton Street, which point is 164 feet east of the southwest corner of Lot 8 of Broome's subdivision, plat of which subdivision is on file in the Chancery Clerk's office of said county, said point being the southeast corner of the lot deeded to William Albert Greaves and Edna May Greaves, and from said point run east along the north side of said East Fulton Street a distance of 64 feet, thence northerly, parallel with the east line of said Greaves lot, a distance of 167 feet, thence west parallel with East Fulton Street a distance of 64 feet, thence southerly along the east boundary of said Greaves lot 167 feet, more or less, to said East Fulton Street.

THIS CONVEYANCE and warranty herein contained are hereby expressly made subject to the following, to-wit:

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1980, which are liens, but are not yet due or payable.
2. City of Canton Zoning Ordinance of 1958, as amended.

3. Those certain reservations and restrictions contained in a Warranty Deed from J. W. Broome and Lina K. Broome to Isadore Perlinsky dated June 10, 1946, and recorded in Book 33 at page 456 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the 15<sup>th</sup> day of October, 1980.

William J. Steen  
WILLIAM J. STEEN

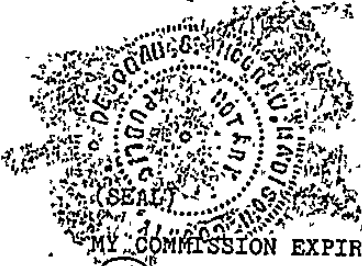
Corrine Steen  
CORRINE STEEN

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above stated, the within named WILLIAM J. STEEN and CORRINE STEEN, who stated and acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated.

GIVEN UNDER MY HAND and official seal this the 15<sup>th</sup> day of October, 1980.



William J. Steen  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
July 3, 1983

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2<sup>nd</sup> day of Oct, 1980, at 10:06 o'clock A.M., and was duly recorded on the OCT 3 day of 1980, 19....., Book No. 171 on Page 485 in my office.

Witness my hand and seal of office, this the ..... of OCT 3 1980, 19.....

BILLY V. COOPER, Clerk

By Wright....., D. C.

M  
STATE OF MISSISSIPPI

COUNTY OF MADISON

BOOK 171 PAGE 487

WARRANTY DEED

1818

FOR AND IN CONSIDERATION of the price and sum of TEN AND No/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CANTON, a Corporation, organized and existing under the laws of the United States of America, whose address is Canton, Mississippi, by and through E. C. Henry, its President and Mrs. Mary G. Herring, Secretary, being thereunto duly authorized does hereby sell, convey and warrant to THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT OR THE SECRETARY'S PURCHASER, the following described land and property located in the City of Canton, Madison County, Mississippi, and described as follows, to-wit:

A lot or parcel of land fronting 39.7 feet on the West side of Walnut Street and being a part of Lot 27 on the South side of West Fulton Street according to the 1898 George & Dunlap Map of said City and more particularly described as follows: Beginning at a point that is 198.5 feet South of the intersection of the South line of West Fulton Street with the West line of Walnut Street and run South along the West line of Walnut Street for 39.7 feet to a point; thence turn right an angle of 90 degrees 00 minutes and run parallel to the South line of West Fulton Street for 98 feet to a point; thence turn right an angle of 90 degrees 00 minutes and run parallel to the West line of Walnut Street for 39.7 feet to a point; thence turn right an angle of 90 degrees 00 minutes and parallel to the South line of West Fulton Street for 98 feet to the Point of Beginning.

SUBJECT TO; An encroachment by fences on the North, West and South ends of the subject property, as shown on plat of Tyner and Associates Engineering dated April 18, 1978.

Warranty of this conveyance is subject to the following exceptions:

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1980, a lien, but not yet due and payable.

City of Canton, Mississippi Zoning Ordinance of 1958, as amended.

EXECUTED this the 2nd day of October, 1980.

(CORP. SEAL)

SECRETARY

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CANTON

BY: E. C. Henry  
PRESIDENT

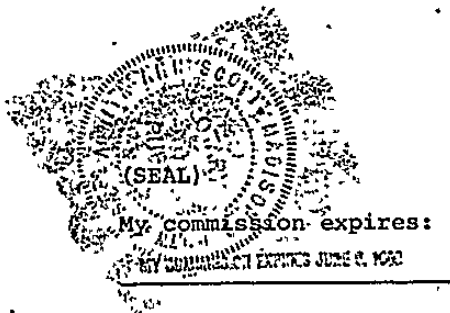


STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 171 PAGE 488

Before me, the undersigned authority within and for the above jurisdiction, this day personally appeared, E. C. HENRY and MRS. MARY G. HERRING, known to me to be President and Secretary, respectively, of First Federal Savings and Loan Association of Canton, a Corporation, who duly acknowledged that they, being thereunto duly authorized, signed, executed and delivered the above and foregoing deed and affixed the corporate seal thereto as the act of said corporation on the day and year therein written.

WITNESS my signature and official seal, this the 2<sup>nd</sup> day of October, 1980.

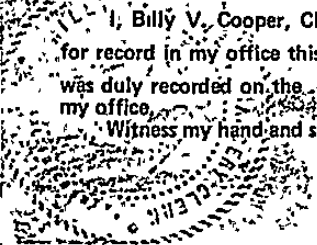


*Agita Ann Scott*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of October, 1980, at 2:35 o'clock P. M., and was duly recorded on the 3 day of OCT. 3, 1980, Book No. 171 on Page 488 in my office.

Witness my hand and seal of office, this the 3 day of OCT. 3, 1980, 1980.



BILLY V. COOPER, Clerk

By *B. Wright*, D. C.

M

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 are hereby acknowledged, including the assumption by the Grantees herein of that certain indebtedness to Jackson Savings & Loan Association, evidenced by a promissory note dated March 12, 1979, and the assumption of the duties and obligations under that certain deed of trust of even date therewith securing said indebtedness, which instrument is recorded in Land Deed of Trust Book 453 at Page 812 in the office of the Chancery Clerk of Madison County, Mississippi, such payment to be made in the amounts and at the times specifically set forth in said note and subject to the terms, conditions and provisions of said deed of trust, the undersigned Grantors, SAMUEL R. SULLIVAN and wife, STEPHANIE S. SULLIVAN, do hereby sell, convey and warrant unto C. H. GALLOWAY, JR. and CECILIA R. GALLOWAY 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:

TRACT I: A lot or parcel of land fronting 125 feet on the South side of Katherine Drive and being all of Lot 24 and 15 feet evenly off the East side of Lot 23 Kathy Circle Addition, Canton, Madison County, Mississippi.

TRACT II: Beginning at the Southeast corner of Lot 24 of Kathy Circle Addition to the City of Canton, run thence south  $35^{\circ}59'$  East for 20 feet to a point; run thence south  $54^{\circ}01'$  West 125 feet to a point; run thence North  $35^{\circ}59'W$  for 20 feet to a point; run thence North  $54^{\circ}01'$  East for 125 feet to the point of beginning, all in the Southwest Quarter (SW $\frac{1}{4}$ ) Northwest Quarter (NW $\frac{1}{4}$ ) of Section 29, Township 9 North, Range 3 East, Madison County, Mississippi.

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

9/12 by the Grantors and 3/12 by the Grantees.

2. Zoning ordinances of the City of Canton, Mississippi.  
3. Reservation by prior owners of an undivided one-half (1/2) interest in and to all oil, gas and other minerals lying in, on and under the subject property.

4. A mineral right and royalty transfer conveying an undivided 1/4 interest in and to all oil, gas and other minerals lying in, on and under the subject property from F. H. Edwards et ux to W. J. Wilder, dated March 27, 1953, and recorded in Book 55 at Page 471 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

5. A right-of-way and easement to the American Telephone and Telegraph Company dated December 18, 1947, and recorded in Book 39 at Page 53 in the records in the office of the Chancery Clerk of Madison County, Mississippi..

6. An encroachment by fence line on the South end of subject property as shown by a plat of Tyner & Associates, Engineers, dated February 23, 1979.

7. Those Restrictive Covenants as set forth in Warranty Deed from F. H. Edwards and wife, Lottie M. Edwards, to Samuel R. Sullivan and wife, Stephanie S. Sullivan dated February 15, 1978, and recorded in Book 154 at Page 729 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

8. A drainage and/or utility easement five feet in width evenly off the south end of Tract I, as is shown in Plat Book 5 at Page 43 in the office of the aforesaid Clerk.

WITNESS OUR SIGNATURES on this the 30<sup>th</sup> day of SEPTEMBER, 1980.

*Samuel R. Sullivan*  
SAMUEL R. SULLIVAN  
*Stephanie S. Sullivan*  
STEPHANIE S. SULLIVAN

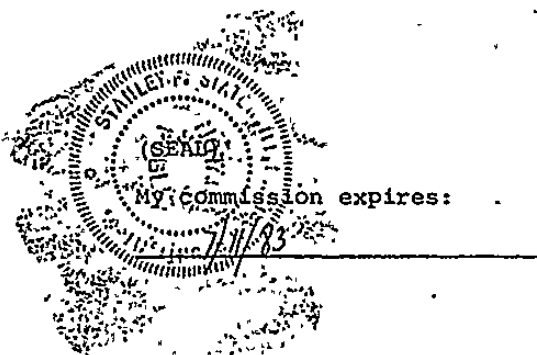
STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named SAMUEL

R. SULLIVAN and STEPHANIE S. SULLIVAN who each acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 30<sup>th</sup> day of SEPTEMBER, 1980.

*Stanley J. Statton*  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of October, 19 80, at 4:25 o'clock P. . . . . M., and was duly recorded on the 3 day of OCT 3, 1980 . . . ., 19 . . . ., Book No. 171 on Page 489 in my office.

Witness my hand and seal of office, this the . . . . . of OCT 3, 1980 . . . ., 19 . . . .

BILLY V. COOPER, Clerk

By n. W. [Signature] . . . . ., D. C.

M

RECORDED

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, C. P. BUFFINGTON, do hereby convey and forever warrant, subject to the limitations and exceptions hereinafter contained, unto BRYAN HOMES, INC., a Mississippi Corporation, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

Beginning at a point on the south line of West North Street, which is sixty-four feet (64') west of the northeast corner of Lot Forty-Seven (47) as shown by George and Dunlap's map of the City of Canton which is duly of record in the Chancery Clerk's office for Madison County, Mississippi, reference to which is hereby made in aid and as a part of this description, and is the northeast corner and POINT OF BEGINNING of the lot hereby described and run thence south one hundred twenty-five feet (125') parallel with the east line of said Lot Forty-Seven (47) to a point; thence run west parallel to the south line of West North Street for a distance of fifty feet (50'); thence run north for a distance of one hundred twenty-five feet (125') parallel with the east line of said Lot Forty-Seven (47) to a point on the south line of West North Street; thence run east a distance of fifty feet (50') on the south line of West North Street to the POINT OF BEGINNING.

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

1. City of Canton, County of Madison, and State of Mississippi ad valorem taxes for the year 1980, and subsequent years.
2. All reservations, covenants, conditions, restrictions, easements, and rights of way as shown by the survey of Tyner & Associates, dated June 27, 1977.
3. Reservation by prior owners in title to all oil, gas and minerals which lie or may be found on or under the above described property.
4. A covenant contained in the warranty deed from Charles Riddell to C. P. Buffington, dated October 13, 1977, and recorded in Deed Book 152 at page 899 in the office of the aforesaid Clerk, which provides that: "Purchaser

hereby covenants and agrees with Seller that Purchaser, its successors, and assigns, will not use the property conveyed by this deed for the purpose of the storage, warehousing or compressing of cotton after it has been ginned."

5. The City of Canton, Mississippi Zoning Ordinance of 1958, and all amendments thereto.

The Grantor warrants that the above described property does not constitute Grantor's homestead or any part thereof.

WITNESS MY SIGNATURE on the 30th day of September, 1980.

C. P. Buffington  
C. P. BUFFINGTON  
GRANTOR

STATE OF MISSISSIPPI  
COUNTY OF MADISON.

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

GIVEN UNDER MY HAND and official seal of office on this 30 day of September, 1980.



Madison C. Baudouin  
NOTARY PUBLIC

STATE OF MISSISSIPPI County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of October, 1980, at 4:45 o'clock P. M., and was duly recorded on the 3 day of OCT 3, 1980, Book No. 17 on Page 492 in my office.



Witness my hand and seal of office, this the 3 day of OCT 3, 1980, 1980.

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

Mortgagor Samuel Williams

BOOK 171 PAGE 494

INDEXED 4831

STATE OF MISSISSIPPI)  
COUNTY OF HINDS )

SS. SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned SECURITY SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Mississippi, does hereby grant, bargain, sell, convey, and specially warrant unto SECRETARY OF HOUSING AND URBAN DEVELOPMENT of Washington, D. C., his successors and assigns, the following described land lying, being and situated in Hinds County, Mississippi, to-wit:

Lot Six (6), PINE LAKE SUBDIVISION, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, in Plat Book 22 at Page 44 thereof, reference to which map or plat is here made in aid of and as a part of this description.

AND FOR THE SAME CONSIDERATION as hereinabove recited the Grantor herein does hereby transfer, assign, and set over unto the Grantee herein all of said Grantor's claims and notes representing the indebtedness heretofore secured by liens on the property hereinabove described, which said liens have been heretofore foreclosed.

This conveyance is made subject to unpaid taxes and assessments, if any.

IN WITNESS WHEREOF, Security Savings and Loan Association has caused this instrument to be signed in its name by its undersigned officer this the 30th day of September, 1980

SECURITY SAVINGS AND LOAN ASSOCIATION

BY:

*Rodney D. Hartman*

RODNEY D. HARTMAN  
Vice-President



STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned Notary Public in and for aforesaid County and State, RODNEY D. HARTMAN, who acknowledged that he is the Vice President of Security Savings and Loan Association and that, for and on behalf of said corporation and as its act and deed, he signed and delivered the foregoing instrument on the day and year therein mentioned, being first duly authorized to do so by said corporation.

Witness my signature and official seal of office this the 30th day of September, 1980

*Cheryl Vandenberg*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Nov. 22, 1982

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3rd day of October, 1980, at 7:00 o'clock A.M., and was duly recorded on the 3rd day of OCT 3, 1980, Book No. 171 on Page 494 in my office.

Witness my hand and seal of office, this the 3rd day of OCT 3, 1980

BILLY V. COOPER, Clerk

By Wright, D. C.



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

cash in hand paid me and the assumption by the Grantee of the payment of the unpaid balance, both principal and interest, of that certain indebtedness to James H. Herring, as Trustee, to secure First Federal Savings & Loan Association of Canton, Canton, Mississippi, in the principal sum of \$70,000.00, which is described in and secured by a deed of trust dated March 26, 1979, and recorded in Book 454 at page 523 in the office of the Chancery Clerk of Madison County, Mississippi, upon and covering the hereinafter described real property, such payment to be made in accordance with the terms, conditions and obligations of such deed of trust, the receipt and sufficiency of which is hereby acknowledged, SPEEDIE LOADER, INC., a Mississippi corporation, does hereby convey and forever warrant unto C & H DISTRIBUTORS, INC., Grantee; the following described real property lying and being situated in the City of Ridgeland, County of Madison, Mississippi, to-wit:

Being situated in the SE 1/4 of the NE 1/4 of Section 25, Township 7 North, Range 1 East, Madison County, Mississippi, containing 0.51 acres, more or less, and being more particularly described as follows:

Commencing at the NE corner of the SE 1/4 of the NE 1/4 of Section 25, Township 7 North, Range 1 East, Madison County, Mississippi, run thence along the East line of said SE 1/4 of the NE 1/4 of Section 25, South 01 degrees 07 minutes 02 seconds West, 850.66 feet to the Point of Beginning of the parcel herein described.

Run thence North 87 degrees 00 minutes West, 200.0 feet; run thence North 01 degrees 07 minutes 02 seconds East, 110.00 feet; run thence South 87 degrees 00 minutes East, 200.0 feet; run thence South 01 degrees 07 minutes 02 seconds West, 110.00 feet to the point of beginning.

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

1. City of Ridgeland, County of Madison and State of Mississippi ad valorem taxes for the year 1979, which are liens but are not yet due and payable.
2. City of Ridgeland, Mississippi, Zoning Ordinance, as amended.

WITNESS MY SIGNATURE on this the 1 day of October, 1979.

SPEEDIE LOADER, INC., a Mississippi corporation

BY: William B. Haysan, President



STATE OF MISSISSIPPI

COUNTY OF HINDS *JW*

BOOK 171 PAGE 436

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, William S. Simpson who acknowledged to me that he is the President of Speedie Loader, Inc., a Mississippi corporation, and that as such he did sign and deliver the above and foregoing instrument for the purposes therein stated on behalf of said corporation he being first authorized so to do.

BOOK 165 PAGE 335

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 1st day of

October, 1979.



My Commission Expires:

June 21, 1980

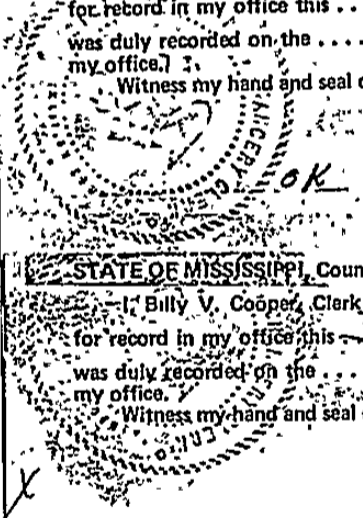
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 8 day of October, 1979, at 9:00 o'clock A.M., and was duly recorded on the 8 day of OCT, 1979, Book No 165 on Page 334 in my office.

Witness my hand and seal of office, this the 8 day of OCT, 1979.

BILLY V. COOPER, Clerk

By J. H. Wright, D.C.



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3 day of October, 1980, at 9:00 o'clock A.M., and was duly recorded on the 3 day of OCT, 1980, Book No 171 on Page 495 in my office.

Witness my hand and seal of office, this the 3 day of OCT, 1980.

BILLY V. COOPER, Clerk

By J. H. Wright, D.C.

M

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WARRANTY DEED

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, J. D. RANKIN and wife, JANE B. RANKIN, do hereby sell, convey and warrant unto L. A. PENN, JR. the following described real property lying and being situated in Madison County, Mississippi, and described as follows, to-wit:

Lot 74, 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:

1. 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 Grantee.
2. Zoning and sub-division regulation ordinance of Madison County, Mississippi.
3. Grantors reserve all oil, gas and other minerals in, on and under the above described property.
4. Grantee herein, upon the acceptance of this deed, does hereby agree to construct a home or residence on the above described lot, which shall contain at least 2500 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 Grantee named herein and shall be enforceable in a court of equity by specific performance.
5. Those Protective Covenants of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded

in Book 465 at Page 159.

6. Grantee herein, by his acceptance of this deed, does 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 assigns or successors in interest of the herein named Grantee. This paragraph may be specifically enforced in a court of equity.

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WITNESS OUR SIGNATURES, this 26 day of September 1980.

J. D. Rankin  
J. D. Rankin

Jane B. Rankin  
Jane B. Rankin

STATE OF MISSISSIPPI

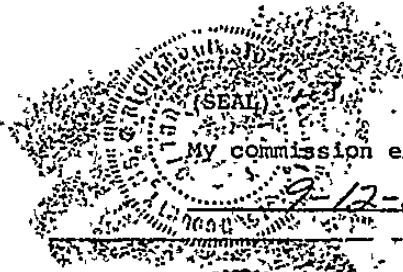
COUNTY OF MADISON

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

26 day of September, 1980.

Richard W. Taylor  
Notary Public



My commission expires:

9-12-81

STATE OF MISSISSIPPI County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of September, 1980, at 9:50 o'clock A.M., and was duly recorded on the 26 day of September, 1980, Book No. 171 on Page 498 in my office.

Witness my hand and seal of office, this the 26 day of September, 1980.

BILLY V. COOPER, Clerk

By N. Wright, D. C.