

Mississippi

1982

BOOK 171 PAGE 591

INSTALLMENT LAND CONTRACT

Between

SOUTHWIDE REALTY ASSOCIATES

BI-STATE COTTON COMPRESS CORP.

and

FEDERAL LAND ACQUISITION CORP.

This Instrument Prepared By:
Robert I. Weissmann, Esq.
Wien, Lane & Malkin
60 East 42nd Street
New York, New York, 10165

*Intercreditor Agree
Book 488 Page 502
Billy V. Cooper, CC
By: BSV, D.C.*

*Amend #1 to Agree
Book 488 Page 469
Billy V. Cooper, CC
By: BSV, D.C.*

*1-27-81
Assignment
Book 173 Page 614
Billy V. Cooper, CC
By: BSV, D.C.*

*Amend #3 Amend +
Lease
Book 488 Page 348
Billy V. Cooper, CC
By: BSV, D.C.*

INSTALLMENT LAND CONTRACT

CONTRACT made this 28th day of September, 1980, by and between SOUTHWIDE REALTY ASSOCIATES, a limited partnership, formed pursuant to the laws of the State of New York, having an address at 60 East 42nd Street, New York, New York 10165 (hereinafter called "Associates"), BI-STATE COTTON COMPRESS CORP., a New York corporation, having an address at 60 East 42nd Street, New York, New York 10165 (hereinafter called "Bi-State") (Associates and Bi-State are sometimes hereinafter collectively called "Seller") and FEDERAL LAND ACQUISITION CORP., a Delaware corporation, having an address at First Tennessee Building, Memphis, Tennessee 38101 (hereinafter called "Purchaser").

W I T N E S S E T H:

WHEREAS, Associates directly or through its nominee Bi-State, owns real property in Arizona, Arkansas, California, Louisiana, Mississippi, Missouri, Tennessee and Texas, more particularly described on Exhibits A (hereinafter called the "A Properties"), B (hereinafter called the "B Properties"), C (hereinafter called the "C Properties") and D (hereinafter called the "D Properties") attached hereto (hereinafter the A Properties, B Properties, C Properties and D Properties are collectively called the "Real Property");

WHEREAS, Seller is the owner of certain personal property used in connection with the operation of the business conducted on the Real Property consisting principally of materials handling equipment (hereinafter called the "Personal Property");

WHEREAS, Purchaser wishes to purchase the Real Property and the Personal Property from Seller and Seller wishes to sell the Real Property and Personal Property to Purchaser, upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual premises stated above and the promises hereinafter contained, Seller and Purchaser hereby agree as follows:

1. Agreement to Sell and Purchase.

A. Subject to the terms and conditions of this contract, Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller, the Real Property and the Personal Property.

B. The purchase price shall be the sum of \$42,400,000, together with interest thereon from the Possession Date at the rate of 6% per annum (hereinafter called the "Purchase Price"), payable as follows:

(i) On the 25th day of the month in which the Possession Date occurs, or if the Possession Date occurs after the 25th of a month, ~~then~~ on the 25th day of the succeeding month, and on the 25th day of the next 47 consecutive months, \$3,678,000 per annum, payable in installments of \$306,500.00 each, applied first to interest on the unpaid principal balance of the Purchase Price and the balance in payment of the unpaid principal balance of the Purchase Price;

(ii) On the 25th day of the next 60 consecutive months, \$3,778,000 per annum, payable in installments of

\$314,833.33 each, applied first to interest on the unpaid principal balance of the Purchase Price and the balance in payment of the unpaid principal balance of the Purchase Price.

(iii) On the 25th day of the next 108 consecutive months \$3,978,000 per annum payable in installments of \$331,500.00 each, applied first to interest on the unpaid principal balance of the Purchase Price and the balance in payment of the unpaid principal balance of the Purchase Price.

(iv) On the 25th day of the next 12 consecutive months, \$2,884,500 per annum, payable in installments of \$240,375 each, applied first to interest on the unpaid principal balance of the Purchase Price and the balance in payment of the unpaid principal balance of the Purchase Price; and

(v) The entire unpaid balance of the Purchase Price, together with accrued interest thereon shall be due and payable on the 19th anniversary of the first payment hereunder.

C. Purchaser may prepay the Purchase Price in part as provided in paragraph B(v) of Section 5 hereof. If Purchaser does not prepay the Purchase Price, the number of years required to complete payment in accordance with the terms hereof is 19 years.

2. Title to the Real Property and the Personal Property.

A. Except as hereinafter provided, Seller shall retain title to the Real Property until the date

on which the Purchase Price, together with all accrued interest, has been paid (hereinafter called the "Conveyance Date"). On the Conveyance Date, Seller shall convey title to Purchaser by limited or special warranty deed. Purchaser shall be entitled to possession of the Real Property upon the Possession Date. Seller's interest in the Real Property is security for payment of the Purchase Price and for performance of all the terms and conditions of this Contract to be performed by Purchaser.

B. Promptly after the Possession Date, Seller will convey to Purchaser, or Purchaser's designee, title to the C Properties encumbered by the items referred to in paragraphs A(iv) through (viii) of Section 3 hereof (hereinafter called the "Permitted Encumbrances"), but free of the liens and encumbrances referred to in paragraphs A(i), (ii) and (iii) of Section 3 hereof.

C. Promptly after the Possession Date, Seller will convey to Purchaser title to the Personal Property, subject to the Lease, as hereinafter defined, and all liens and encumbrances thereon. The conveyance will be evidenced by a bill of sale.

3. Condition of Title to Real Property on the Date Hereof.

A. Purchaser acknowledges that on the date hereof the Real Property is encumbered by:

(i) an Amended and Restated First Mortgage and Deed of Trust dated October 12, 1972 and a First Mortgage and Deed of Trust dated October 12, 1972, both as

amended by instruments dated October 1975, and as of September 1, 1977, from Seller, Warehouse Agency Corp. and Southwide Capital Corporation, as Mortgagors, to Manufacturers Hanover Trust Company and Marvin A. Mueller as Trustees, on behalf of John Hancock Mutual Life Insurance Company (hereinafter called "Hancock") and mortgage amendments to be made pursuant to a certain 1980 Release and Amendment Agreement between Southwide Inc., Federal Compress and Warehouse Company (hereinafter called "Lessee") et al., (hereinafter collectively called the "Hancock Mortgage") which secures a principal indebtedness which, after the payment due September 1, 1980 was made, was \$30,320,858.85;

(ii) an Amended and Restated Lease dated as of October 12, 1972 as amended by instruments dated as of June 25, 1974 and as of September 1, 1977, among Seller as lessors and Lessee as lessee and amendments to be made pursuant to the 1980 Release and Amendment Agreement (hereinafter called the "Lease"). The Lease is encumbered by a Leasehold Mortgage and Deed of Trust with Assignment of Rents and Leases made as of September 1, 1977, by and between Lessee as Grantor and Trustor, St. Louis Union Trust Company and Robert McK. Jones, as Trustee, and Citizens' Fidelity Bank and Trust Company (hereinafter called "Citizens") as Beneficiary (hereinafter called the "Citizens Mortgage");

(iii) an Agreement Regarding Leasehold Mortgage made as of September 1, 1977 by and between Seller, Hancock, Manufacturers Hanover Trust Company and Marvin A.

Mueller as Trustees of the Hancock Mortgage, Lessee, Citizens, Warehouse Agency Corp., and St. Louis Union Trust Company and Robert McK. Jones as Trustees of the Citizens Mortgage, and as hereafter amended;

(iv) certain subtenancies which may change from time to time (hereinafter called the "Miscellaneous Subtenancies");

(v) all liens, encumbrances, easements, covenants and restrictions and other matters affecting title to the Real Property which may exist on the date hereof (except as may be provided herein);

(vi) the lien for taxes and assessments which are not now delinquent;

(vii) zoning laws and any other governmental restrictions on the subdivision, development or use of the Real Property; and,

(viii) water rights and other utility easements, if any, now or hereafter required by any utility company to install, maintain and operate lines, cables, poles, distribution boxes and the like under and upon the Real Property.

B. Purchaser acknowledges that a portion of the D Properties known as Jackson #1, Mississippi and a portion of the A Properties known as Grenada, Mississippi are leasehold interests.

C. With regard to that portion of the Real Property located in Arizona and Louisiana, Purchaser acknowledges the existence of the encumbrances referred to in subsection A of this Section 3, and waives any rights it may have to the benefit of a release guarantee, or the appointment of an escrow agent for the payment of prior liens, as may be provided under the laws of Arizona and Louisiana.

4. Execution of Mortgage by Seller.

A. Seller, as an accommodation to Lessee, as lessee under the Lease, will execute and deliver to Crocker National Bank individually, and as Agent for itself and other banks, one or more mortgages or deeds of trust (the "Crocker Mortgage") encumbering the B Properties. Such mortgage will be given as collateral security for payment by Lessee of sums due to Crocker under that certain Eleventh Amendment to the Loan and Security Agreement among Lessee, Federal Distribution Center, Inc. and Crocker National Bank individually and as Agent for itself and others as the same may from time to time be amended. This Contract and Purchaser's rights hereunder shall be subject and subordinate to the Crocker Mortgage. Purchaser shall promptly upon request execute such other documents as may be necessary to subordinate its interest in this Contract to the Crocker Mortgage.

B. Seller and Purchaser acknowledge that Lessee will receive the proceeds of the loan secured by the Crocker Mortgage and will be the party obligated to pay the obligations secured by the Crocker Mortgage and to obtain

the release and discharge thereof. If Lessee shall have satisfied all of its obligations to Crocker so that the Crocker Mortgage shall have been released, then on the Conveyance Date the B Properties shall be conveyed by Seller to Purchaser free of the Crocker Mortgage. In the event the Crocker Mortgage has not been released, the B Properties shall be conveyed subject to the lien thereof.

5. Conveyance of Title.

A. On the Conveyance Date, or on such earlier date as Seller shall be required by the terms of this Contract to convey a portion of the Real Property to Purchaser, Seller will convey title to the Real Property (or such portion thereof) subject to the state of facts an accurate survey or physical inspection of the Real Property would show, subject to the Lease and the Permitted Encumbrances and subject to any additional liens, encumbrances, easements, covenants and restrictions and any other matters affecting title to the Real Property created or permitted by Purchaser or Lessee as lessee under the Lease subsequent to the date hereof; the Real Property will be conveyed free and clear of the Hancock Mortgage.

B. In the event that any of the A Properties, the B Properties or the D Properties are released from the lien of the Hancock Mortgage and deleted from the premises demised by the Lease prior to the Conveyance Date, Seller will, prior to the Conveyance Date, upon thirty (30) days' prior written notice from Purchaser, but not before January 2, 1981, convey title to the parcels so released and deleted to Purchaser or its designee, free of Seller's lien under this Contract, provided that:

(i) Purchaser has provided Seller with a survey and legal description of the property to be conveyed and, if less than a whole tract, a survey and legal description of the portion of the tract which will not be conveyed together with any easements necessary in Seller's sole judgment;

(ii) Purchaser has fully complied with all of the terms of this Contract and so states in a certificate executed by an officer of Purchaser;

(iii) Seller shall only be obligated to convey any of the D Properties in connection with a sale thereof by Purchaser to a person or entity other than Southwide, Inc. or any subsidiary or affiliate;

(iv) with respect only to any of the D Properties, Purchaser provides Seller with an independent appraisal by The American Appraisal Company or another appraiser satisfactory to Seller demonstrating that the then appraised value of the D Properties remaining subject to this Contract after such conveyance (appraised as though free and clear of all encumbrances) is equal to at least 140% of the remaining unpaid principal balance of the Purchase Price; and

(v) Purchaser pays to Seller, but not before January 1, 1981, 66.6% of the proceeds received by Purchaser from the sale of any of the D Properties (after deduction of (a) income taxes payable by Purchaser in connection with the sale computed as if Purchaser were a single taxpayer, and (b) any consideration paid by Purchaser in connection with the release

of the property), first as a payment of any accrued interest on the unpaid principal balance of the Purchase Price and the balance as a prepayment of the unpaid principal balance of the Purchase Price in inverse order of maturing installments. The installments of the Purchase Price not due and payable at the time of the prepayment shall not be reduced to reflect the prepayment. In the event that Purchaser shall sell any of the D Properties for a consideration consisting in part of cash and in part of a purchase money obligation, then as a condition of the conveyance by Seller to Purchaser of such property, Purchaser shall, as further security for the payment of the balance of the Purchase Price under this Contract, assign of record and transfer to Seller at the time of the conveyance of such property by Seller, the purchase money obligation so received by Purchaser in connection with such sale. All payments on account of such purchase money obligation shall be paid two-thirds to Seller as a prepayment of the Purchase Price hereunder and one-third to Purchaser.

6. Obligations and Covenants.

A. Purchaser covenants and agrees that:

(i) from and after the Possession Date, it will perform the obligations, if any, to be performed by Seller pursuant to the Lease, the Citizens Mortgage, the Agreement Regarding Leasehold Mortgage and the Miscellaneous Subtenancies, and it will comply with the terms, restrictions and conditions of said documents as if it had been a party thereto. Purchaser does not assume any obligations secured by or created under the Hancock Mortgage, which obligations

remain those of Seller (but Seller does not hereby assume or create any additional obligations for repayment). In the event Purchaser fails to perform any of its obligations under this subsection A of this Section 6, Seller may, at its option, perform said obligation on Purchaser's behalf and any sums which Seller expends in so doing shall be added to the Purchase Price and, shall be paid by Purchaser with the installment of the Purchase Price next due hereunder, together with interest thereon at the rate of 1% in excess of the "prime rate" charged on the date of the expenditure by Crocker National Bank, but not less than 10% per annum (hereinafter called the "Default Rate"), provided, however, that in no event will the Default Rate exceed the maximum rate lawfully permitted to be collected by Seller;

(ii) from and after the Possession Date, Purchaser shall cause any mechanics' or materialmen's lien filed against the Real Property to be discharged immediately upon the filing thereof. Purchaser shall not commit waste on the Real Property nor permit anyone to commit waste. Provided that Purchaser complies with paragraph A (xii) of this Section 6, Purchaser may make such alterations, additions, and improvements to the Real Property (including demolition) as may be permitted by the Hancock Mortgage, the Lease, and the Crocker Mortgage;

(iii) from the date hereof, Purchaser will not merge or be liquidated into or consolidated with any other person, firm or other entity or permit any other person, firm

or entity to merge or be liquidated into or consolidated with it or directly or indirectly sell or otherwise transfer any of the Real Property except as permitted herein or contemplated hereby;

(iv) from the date hereof, Purchaser will not directly or indirectly (a) engage in any business activity other than the ownership, subject to leases to others, and the sale, of the Real Property (including the parts thereof theretofore released from the lien of this Contract) or any part thereof; (b) create, incur, assume, guarantee, agree to purchase or repurchase or provide for funds in respect of, or otherwise become liable contingently or otherwise with respect to any indebtedness other than the indebtedness to Seller under this Contract and current liabilities for accounts payable and expense accruals incurred in the ordinary course of conducting the business permitted by clause (a) of this paragraph (iv); (c) create, assume or permit to be created or to remain, and will promptly discharge, any pledge or security interest in, or conditional sale or other title retention agreement with respect to, any Personal Property now owned or hereafter acquired, except liens and encumbrances permitted by or pursuant to the terms of this Contract; (d) make any loan or advance to any person, or purchase or otherwise acquire or invest in or own any stock, obligations or other securities of any person, or make any capital contribution to any person, or become or be obligated to provide funds to any person, or become or be liable, contingently or otherwise (by guarantee, endorsement, discount, sale with recourse,

repurchase agreement or otherwise), with respect to, directly or indirectly, any indebtedness, liability, obligation, stock or dividend of any other person, except that (x) Purchaser may loan the proceeds from the sale of any of the Real Property to Lessee and (y) Purchaser may make loans or advances to affiliated corporations in addition to those permitted by clause (x) in amounts not to exceed \$350,000; (e) declare or pay any dividend on, order or make any distribution in respect of, or purchase or otherwise acquire, any shares of its capital stock; (f) purchase or agree to purchase any property or asset other than assets required in connection with this Contract; and (g) cancel, or consent to, or accept the cancellation or surrender of, the Lease, other than in accordance with its terms, consent to or permit or accept any prepayment or discount of rent or advance rent under the Lease or waive any default under or breach of the Lease, except that Purchaser may cancel or modify the Lease for the purpose of deleting therefrom any Real Property, the title to which shall have been conveyed to Purchaser or its designee pursuant to this Contract;

(v) from and after the Possession Date, in addition to the insurance requirements contained in paragraph A (xiv) of this Section 6, Purchaser shall cause the Lessee under the Lease to cause Seller to be named as an additional insured under all policies of insurance required under Section 5.02 of the Lease and shall cause Seller to be named as an additional insured, as its interest may appear, under the policies of the insurance required under Section 5.01 of

the Lease. Seller agrees that all proceeds of insurance resulting from damage or destruction of less than all of the improvements located on any parcel of the Real Property may be used for restoration in the manner provided in the Hancock Mortgage and the Lease.

(vi) from and after the Possession Date, Purchaser will duly and punctually before any fine, penalty or cost may be added for non-payment (except if permitted, payor may make payments in installments), pay or cause to be paid all taxes, assessments, ground rents, rates, charges, excises, levies, license fees, sales, use or privilege taxes or license fees, permit fees, inspection fees and other authorization fees and other charges which are assessed, levied or imposed or may become a lien on the Real Property or any part thereof or any occupancy, use or possession of the Real Property or any part thereof;

(vii) from and after the Possession Date, Purchaser will promptly comply with or cause to be complied with, all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of any and all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers which may be applicable to the Real Property or any part thereof, whether or not compliance requires structural change in any structure on the Real Property or will interfere with the use and enjoyment of any portion of the Real Property;

(viii) from and after the Possession Date, Purchaser will promptly comply with or cause to be complied

with, all provisions of any insurance policy covering or applicable to the Real Property or any part thereof (including any improvements thereon), all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Real Property, or any part thereof, or any use of the Real Property or any part thereof, whether or not compliance requires structural change in any structure on the Real Property, or will interfere with the use and enjoyment of any portion of the Real Property;

(ix) from and after the Possession Date, Purchaser will not directly or indirectly create, assume or permit to be created or to remain, and will promptly discharge any mortgage, lien, encumbrance or charge on or pledge of the Real Property or any part thereof, which has not been released from the lien of this Contract, or the interest of Purchaser therein, or any rents or other sums payable under the Lease, other than: (a) the encumbrances referred to in subsection A of section 3 hereof and the Crocker Mortgage; (b) the liens of carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet due or being contested in good faith by appropriate proceedings promptly initiated and diligently conducted; and, (c) the liens to secure the purchase price or construction cost of capital assets or improvements for use with the Real Property provided that (i) each such lien shall be confined to the asset or improvement in question, (ii) the aggregate principal amount secured by any such lien shall not exceed

66 2/3 per cent of the fair market value of such asset or improvement at the time of acquisition or construction and

(iii) Purchaser shall not become liable with respect to any indebtedness secured by any such lien;

(x) from and after the Possession Date, Purchaser will pay or cause to be paid all charges for all public and private utility services and all sprinkler systems and protective services at any time rendered to or in connection with the Real Property or any part thereof which has not been released from the lien of this Contract and comply with all contracts relating to any such services and will do all other things required for the maintenance and continuance of all such services;

(xi) from and after the Possession Date, Purchaser at its expense, will keep or cause to be kept the Real Property or any part thereof which has not been released from the lien of this Contract and adjoining sidewalks, curbs, vaults and vault space, if any, and ways in good and clean order and condition and will promptly make or cause to be made all necessary and appropriate repairs, replacements and renewals thereof, whether interior or exterior, structural or nonstructural, ordinary or extraordinary. All repairs, replacements and renewals shall be equal in quality and workmanship to the original work. Purchaser, at its expense will do or cause to be done all shoring of foundations and walls of any building or other improvements on the Real Property or any part thereof which has not been released from the lien of this Contract or of the ground adjacent thereto and every other act necessary or appropriate for the preservation and safety there-

on by reason of or in connection with any excavation or other building operation upon any portion of the Real Property not released from the lien of this Contract or any adjoining property. The provisions of this paragraph (xi) shall not be applicable to a Surplus Facility as defined in the Lease;

(xii) from and after the Possession Date, Purchaser may make or cause to be made alterations of and additions to any improvements on any portion of the Real Property provided that with respect to any portion of the Real Property not released from the lien of this Contract any alteration or addition (a) shall not change the general character of the portion of the Real Property in question, or reduce the fair market value thereof below its value immediately before such alteration or addition, or impair the usefulness of such portion of such Real Property, (b) is effected with due diligence in a good and workmanlike manner and in compliance with paragraphs (xii) and (viii) of this subsection A, (c) is promptly and fully paid for, (d) is made, in case the estimated cost of such alteration or addition exceeds \$200,000, under the supervision of an architect or engineer (who may be an architect or engineer employed by Lessee as lessee under the Lease), satisfactory to Seller and in accordance with plans, specifications and cost estimates approved by Seller, and, (e) if requested by Seller, only after Purchaser or Lessee, as lessee under the Lease, shall have furnished to Seller a performance bond or other security satisfactory to Seller. All alterations of and additions to any improvements on the Real Property not released from the lien of this Contract shall immediately become subject to the lien of this Contract without further action on the part of the Seller. The

provisions of this paragraph (xii) shall not be applicable to a Surplus Facility as defined in the Lease or to an alteration or addition involving solely the pouring of concrete floors or the applying of roofing or building siding to any building;

(xiii) the obligations of the Seller hereunder shall be enforceable only against the assets of Seller, and Purchaser will not seek to enforce or collect any such obligations against any of the personal or individual assets of any partner of Associates, general or limited;

(xiv) from and after the Possession Date, Purchaser at its expense will maintain or cause to be maintained with insurers approved by Seller (a) insurance with respect to any buildings and improvements on the Real Property not released from the lien of this Contract against loss of damage by fire and against such other risks as are included in coverage of the type now known as extended coverage, in amounts sufficient, except for a deductible not exceeding \$25,000.00 with respect to each event of loss or damage, to prevent Purchaser or Seller from becoming a coinsurer under the applicable policies, but in any event in an amount not less than 90% of the actual cash value of the buildings or improvements insured at the time of loss, but not exceeding the amount which it would cost to repair or replace such building or improvements with material of like kind and quality, (b) comprehensive general public liability insurance against claims for personal injury, death or property damage in amounts of not less than \$5,000,000.00 for personal injury to or death of any one person, \$20,000,000.00 for any one occurrence and \$5,000,000.00 for property damage,

(c) steam and pressure boiler explosion insurance, (d) war risk insurance, (e) workmen's compensation insurance, (f) and such other insurance in amounts and kind as may be required by Seller from time to time.

All insurance shall name Purchaser, Seller, Lessee, Hancock, Citizens and such other persons or entities having an insurable interest in the Real Property not released from the lien of this Contract as Seller or Purchaser may from time to time require, as insureds as their respective interests may appear. All insurance policies shall contain such special clauses or provisions as Seller may require from time to time.

Purchaser will deliver to Seller certified copies of all policies evidencing the insurance required hereunder 60 days from the date hereof and all renewals, extensions or modifications of the policies 30 days after the same shall be obtained, together with evidence of payment of all premiums due thereon.

In the event Purchaser shall fail to effect or maintain any insurance required hereunder, Purchaser will indemnify Seller against loss, damage or liability resulting from all risks against which such insurance should have been effected or maintained;

(xv) from the date hereof, Purchaser will keep financial records in accordance with generally accepted accounting principles consistently applied, reflecting all financial transactions of Purchaser. Purchaser will make such records available for examination by Seller or its representative upon reasonable request and permit Seller to make

copies of and take extracts from its records. Purchaser shall also furnish to Seller copies of all financial statements and reports which Purchaser may receive from Lessee, under the Lease. Purchaser shall keep such other records and prepare such reports and deliver copies thereof as Seller may from time to time request; and

(xvi) from the date hereof, Purchaser shall upon request by Seller, promptly execute such documents as Seller may reasonably request to perfect Seller's lien hereunder or enforce or maintain any of its rights pursuant to this Contract or at law or equity. In the event this Contract is terminated pursuant to Section 21 hereof, (a) Purchaser shall promptly execute such documents as may be necessary or required by Seller to effect the termination of this Contract and extinguish the rights of Purchaser hereunder, and (b) Purchaser agrees that Seller may effect the termination of Purchaser's rights under this Contract and at law or equity by filing Seller's affidavit stating that the Contract has been terminated, in each state and county in which the Real Property still subject to the lien of this Contract at the time of termination is situated.

B. Seller covenants and agrees that:

(i) Seller will not modify the Hancock Mortgage or the Crocker Mortgage without the prior written consent of Purchaser; and,

(ii) Seller will pay all installments of principal and interest due pursuant to the Hancock Mortgage. Seller makes this covenant exclusively for the benefit and protection of Purchaser; it is not intended that Hancock

or any other entity be a third party beneficiary to this covenant.

C. Purchaser and Seller covenant and agree that the consents of (i) Citizens, (ii) Hancock and (iii) the banks which participate in the working capital loan to the Lessee are necessary in order to complete the transaction contemplated by this Contract. Seller and Purchaser each agrees to use its best efforts to obtain such consents. If such consents have not been obtained on or before December 15, 1980, this Contract shall terminate and be of no further force and effect. The date on which all such consents shall have been obtained is herein referred to as the "Possession Date".

7. Eminent Domain and Destruction.

If, after the date hereof and prior to the conveyance of title to any part of the Real Property, Seller receives notice of the commencement of eminent domain or other like proceedings against such part of the Real Property, Seller shall immediately notify Purchaser, or if any of the buildings or improvements on any such part of the Real Property shall be totally or partially destroyed, Purchaser shall immediately notify Seller. The conveyance of title to the affected Real Property shall be subject to such eminent domain proceedings and Seller shall assign to Purchaser Seller's rights to any condemnation award or insurance proceeds. The Purchase Price shall not be reduced. Seller shall be entitled to receive in partial payment of the Purchase Price a portion of such condemnation award and, in the event of total destruction of any buildings or improvements on the

Real Property, insurance proceeds, equal to 66 2/3% of the 1980 appraised value of the property so taken in such condemnation or totally destroyed.

8. Expenses of Transaction.

All expenses of the transaction shall be borne by Purchaser including, without limitation, transfer taxes, recording fees and title insurance. Purchaser shall also pay all expenses, including reasonable attorney's fees, incurred by Seller while enforcing Seller's rights under this Contract.

9. Transfer of Rights under Lease.

From and after the Possession Date, Purchaser shall have and Seller by this instrument hereby assigns to Purchaser, all of Seller's rights under the Lease, including, but not limited to, the right to receive all rents payable thereunder for the period from and after the first day of the month following the Possession Date. From and after the Possession Date, Purchaser shall assume and be obligated to perform all of Seller's obligations as lessor under the Lease.

10. Recordation.

The parties hereto acknowledge that this Contract will be executed in counterparts and recorded in each county in which the A Properties, B Properties and D Properties are situated. Such properties are located in the States of Arizona, Arkansas, California, Louisiana, Mississippi, Missouri, Tennessee and Texas. Certain of the counterparts have been designated as master counterparts and contain descriptions of all of the Real Property which is the subject of this Contract. For convenience of recordation, this document

(and any document supplemental hereto) shall also be executed in counterparts which shall have attached and incorporated as exhibits, descriptions of only the Real Property which is located in the state in which the counterpart in question shall be recorded. Each such executed counterpart of this document (and each such supplemental document) shall be an original; all such executed counterparts shall constitute one and the same instrument; in any action or proceeding in which it shall be necessary to produce and prove this document (or any such supplemental document), the production of any such executed counterpart shall be sufficient.

11. Assignments by Purchaser; Binding Effect of Contract.

Purchaser shall not assign its rights under this Contract, in whole or in part, without the prior written consent of Seller. This Contract is binding upon the parties hereto and shall be binding upon and inure to the benefit of their successors and assigns, if any, subject to the limitations on the Purchaser's right of assignment imposed by the first sentence of this Section 11. All understandings and agreements heretofore made by the parties hereto are merged into this Contract, which alone completely expresses their understanding. This Contract may not be changed or terminated orally, but only by a written instrument executed by all parties hereto.

12. Governing Law.

This Contract is made and executed in the State of New York. The law of New York shall govern the interpretation and enforceability of this Contract except that Seller's

rights upon a default by Purchaser with respect to any portion of the Real Property remaining subject to this Contract shall be governed by the law of the state in which such portion of the Real Property is situated.

13. Brokerage.

Purchaser and Seller each warrant and represent to the other that neither has employed a real estate broker or agent in connection with the transaction contemplated hereby. Purchaser and Seller covenant and agree each to the other to indemnify the other against any loss, liability, cost, claim, demand, damage, action, cause of action or suit based upon or arising out of the actual or alleged employment or use by the indemnifying party of any real estate broker or agent. The representation, warranty and agreement to indemnify contained in this paragraph shall survive indefinitely.

14. Discharge of Liens.

If, on the Conveyance Date or on any date on which title to a portion of the Real Property is to be conveyed, there may be any other liens or encumbrances which Seller is obligated to pay and discharge, Seller may use any portion of the balance of the Purchase Price to satisfy the same, provided Seller shall simultaneously either (a) deliver to Purchaser at the closing of title, instruments in recordable form and sufficient to satisfy such liens and encumbrances of record, together with the cost of recording or filing said instruments; or, (b) deposit with the title company employed by Purchaser sufficient monies, acceptable to and required by it to obtain and record satisfactions of such liens and encumbrances and the issuance of title insur-

ance to Purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if Seller shall comply with the foregoing requirements.

15. Notices.

Any notice, designation, consent, approval or other communication required or permitted to be given pursuant to the provisions of this Contract shall be given in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

if to Seller: Southwide Realty Associates
60 East 42nd Street
New York, New York 10165

Bi-State Cotton Compress Corp.
60 East 42nd Street
New York, New York 10165

with a copy to: Wien, Lane & Malkin, Esqs.
60 East 42nd Street
New York, New York 10165
Attention: Robert I. Weissmann

if to Purchaser: Federal Land Acquisition Corp.
First Tennessee Building
Memphis, Tennessee 38101

Either party may, by notice given in accordance with the provisions of this Article, designate any further or different address to which subsequent notices, designations, consents, approvals or other communications pursuant to the provisions of this Contract shall be sent. Any such notice, designation, consent, and approval or other communication shall be deemed given when received.

16. Indemnity.

Purchaser shall indemnify, defend and hold Seller harmless from any loss, expense or damage resulting from Purchaser's possession of the Real Property.

17. Inspection.

Seller, its agent or designee, shall have the right to enter upon the Real Property to make any inspection Seller deems appropriate.

18. Assignment of Rents as Additional Security.

Purchaser hereby assigns to Seller subject to the rights of the holders of any prior liens thereon, any right, power and authority during the term of this Contract which Purchaser may have to collect the rents, issues and profits from the Real Property, including any rents arising from the Lease and the Miscellaneous Subtenancies, reserving to Purchaser the right, prior to any default by Purchaser hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any default by Purchaser hereunder, Seller may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the payment of the Purchase Price, enter upon and take possession of the Real Property or any part thereof and to sue for or otherwise collect such rents, issues and profits, including any past due and unpaid rent, and apply the same, less expenses and costs of operation and collection, including reasonable attorney's fees, to the Purchase Price. The entering upon and taking possession of the Real Property, the collection of such rents, issues and profits, and the

application thereof, shall not cure or waive any default hereunder, and shall not impose any liability upon Seller. Purchaser shall make no additional assignments or pledges of such rents, issues and profits without the consent of Seller.

19. Estoppel Certificates.

Purchaser and Seller shall, each at the request of the other, promptly execute such statement or certificate as may be reasonably requested stating the amount of the unpaid Purchase Price and the existence, if any, of defaults hereunder.

20. Risk of Loss.

Purchaser assumes the risk of loss from any hazard or damage or destruction to any buildings and improvements now on the Real Property or hereafter placed thereon.

21. Remedies.

Seller has a vendor's lien on the Real Property (excepting therefrom the C Properties and any Real Property or Personal Property released from the lien of this Contract) to secure the payment of the Purchase Price. Time is of the essence and if Purchaser defaults in the payment of any installment of the Purchase Price or any part thereof, or fails to perform any of its obligations hereunder for a period of 45 days after notice, Purchaser's right of possession of the Real Property shall terminate immediately and Seller may, pursuant to applicable law (a) declare the entire Purchase Price to be due and payable at once or (b) declare this Contract forfeited and not perform Seller's obligations hereunder and Purchaser's interest in the Real

Property terminated and Seller shall be entitled to retain all payments previously made by Purchaser as liquidated damages for breach of this Contract and as rent for the use of the Real Property and Purchaser shall immediately vacate the Real Property; (c) without declaring this Contract forfeited, cease performing Seller's obligations hereunder; and (d) pursue any and all other remedies which may be available to Seller at law or equity or by statute in the states where the Real Property is situated. Seller's remedies hereunder shall be cumulative. Purchaser, to the extent permitted by applicable law, waives all equity and right of redemption in connection with any action by Seller to enforce its lien on the Real Property or any part thereof.

With respect to those portions of the Real Property located in the State of California, the Seller may bring a court action to foreclose the Purchaser's equity of redemption or to enforce the provisions hereof or payment of any of the indebtedness or performance of any of the obligations hereunder. In addition, Purchaser hereby grants Seller a power of sale which, upon Purchaser's default hereunder, Seller may exercise and cause the Real Property to be sold under such power of sale in any manner permitted by law.

22. Non-Waiver.

No delay or omission of Seller to exercise any remedy set forth herein or available to Seller at law or equity, or Seller's waiver of any such remedy in any instance, shall be deemed a waiver of Seller's right to exercise any such remedy in the future.

23. Invalidity or Unenforceability.

In the event that any of the agreements or terms contained herein shall be invalid, illegal or unenforceable in any respect, the validity of the remaining agreements and terms shall in no way be affected, prejudiced or disturbed thereby.

IN WITNESS WHEREOF, the parties have executed this Contract this 28th day of September, 1980.

Witnesses as to all Parties: SOUTHWIDE REALTY ASSOCIATES

J. Whitcomb

By: William J. Fagan
General Partner

Em Effinger

BI-STATE COTTON COMPRESS CORP.

By: Mark H. Holz
Vice President

Attest:

FEDERAL LAND ACQUISITION CORP.

Karen Stevi
Assistant Secretary

By: Loren Shalkin
Chairman of the Board

Attest:

Paul Ob
Secretary



STATE OF NEW YORK)
): ss.:
COUNTY OF NEW YORK)

On this 28th day of September, 1980, before me Edward F. Gee, a Notary Public in and for such County and State, duly commissioned and sworn, personally in such County and State appeared William Jay Lippman, to me personally known and known to me to be the person who is described in the foregoing instrument and who executed said instrument by subscribing his name thereto; and acknowledged that he executed and delivered the foregoing instrument on the day and the year therein mentioned, for the consideration, uses and purposes therein set forth and expressed and that he executed the same instrument as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Edward F. Gee
Notary Public, State of New York
No. 24-4613799

I am qualified in:

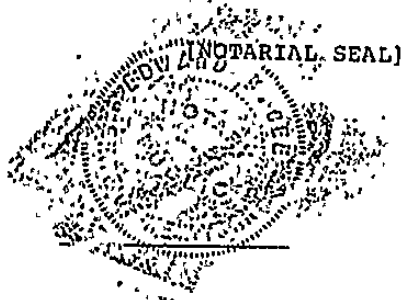
Kings County

My place of residence is:

124 Parrot Place
Brooklyn, New York

My commission expires:

March 30, 19 81



STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On this 28th day of September, 1980, before me Edward F. Gee, a Notary Public in and for such County and State, duly commissioned and sworn, personally in such County and State appeared Melvyn H. Halper and Karen Stein, to me personally known and known to me to be a Vice President and Assistant Secretary, respectively, of BI-STATE COTTON COMPRESS CORP., one of the corporations named in and executing and delivering the foregoing instrument, which instrument was produced to me in such County and State aforesaid by such Melvyn H. Halper and Karen Stein, who are known to me to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and Assistant Secretary, respectively, who, by me being duly sworn, did severally depose, say and acknowledge, on their several oaths, in such County and State aforesaid, that they reside at 9 Latonia Road, Port Chester, New York, and 114 East Maple Street, Teaneck, New Jersey, respectively; that they are the Vice President and Assistant Secretary, respectively, of such corporation and that such corporation executed and delivered such instrument; that they know the seal of such corporation; that they, being informed of the contents of such instrument, signed and sealed such instrument and that they executed and delivered the same in the name and on behalf of such corporation by order, authority and resolution of its Board of Directors, and that they signed their names thereto by like order, and that they executed the same as, and such instrument is, their free and voluntary act and deed and the free

and voluntary act and deed of such corporation for the consideration, uses and purposes therein set forth and expressed.

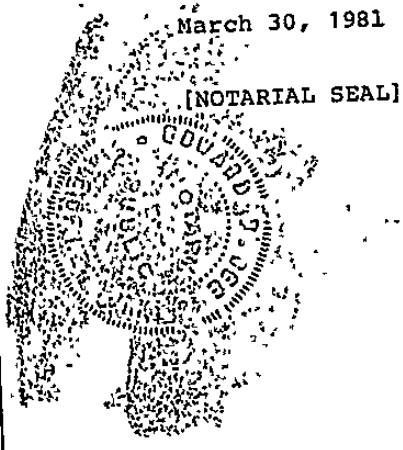
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Edward J. Jones
Notary Public, State of New York
No. 24-4613799

I am qualified in:
Kings County

My place of residence is:
124 Parrot Place
Brooklyn, New York

My commission expires:
March 30, 1981



STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 28th day of September, 1980, before me Edward F. Gee, a Notary Public in and for such County and State, duly commissioned and sworn, personally in such County and State appeared Roger D. Malkin and Robert I. Weissmann, to me personally known and known to me to be a Vice President and Assistant Secretary, respectively, of FEDERAL LAND ACQUISITION CORP., one of the corporations named in and executing and delivering the foregoing instrument, which instrument was produced to me in such County and State aforesaid by such Roger D. Malkin and Robert I. Weissmann, who are known to me to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and Assistant Secretary, respectively, who, by me being duly sworn, did severally depose, say and acknowledge, on their several oaths, in such County and State aforesaid, that they reside at 32 East 64th Street, New York, New York and 200 East 64th Street, New York, New York, respectively; that they are a Vice President and Assistant Secretary, respectively, of such corporation and that such corporation executed and delivered such instrument; that they know the seal of such corporation; that they, being informed of the contents of such instrument, signed and sealed such instrument and that they executed and delivered the same in the name and on behalf of such corporation by order, authority and resolution of its Board of Directors and that they signed their names thereto by like order; and that they executed the same as, and such instrument is, their free and voluntary act and deed and the free and voluntary act and deed of such corporation

for the consideration, uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Guadalupe J. G...
Notary Public, State of New York
No. 24-4613799

I am qualified in:

Kings County

My place of residence is:

124 Parrot Place
Brooklyn, New York

My commission expires:

March 30, 1981

[NOTARIAL SEAL]

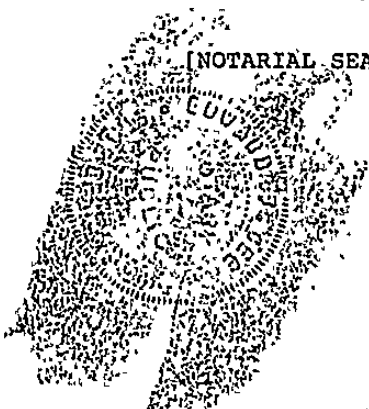


EXHIBIT A
A PROPERTIES

ASHDOWN, ARKANSAS
BLYTHEVILLE, ARKANSAS #1
BLYTHEVILLE, ARKANSAS #2
EUDORA, ARKANSAS
FOREST CITY, ARKANSAS #1
FOREST CITY, ARKANSAS #2
HELENA, ARKANSAS
LITTLE ROCK, ARKANSAS #3
MARIANNA, ARKANSAS
MCCRORY, ARKANSAS
MARKED TREE, ARKANSAS
NEWPORT, ARKANSAS
OSCEOLA, ARKANSAS
PINE BLUFF, ARKANSAS #1
WYNNE, ARKANSAS
ABERDEEN, MISSISSIPPI
BOONEVILLE, MISSISSIPPI
BRUCE, MISSISSIPPI
CLARKSDALE, MISSISSIPPI #1
CLEVELAND, MISSISSIPPI
COMO, MISSISSIPPI
CORINTH, MISSISSIPPI
GRENADA, MISSISSIPPI

JACKSON, MISSISSIPPI #1

MARKS, MISSISSIPPI

NEW ALBANY, MISSISSIPPI #1

RULEVILLE, MISSISSIPPI

SHELBY, MISSISSIPPI

HAYTI, MISSOURI

PORTAGEVILLE, MISSOURI

SIKESTON, MISSOURI

BROWNSVILLE, TENNESSEE

MEMPHIS, TENNESSEE
81 MONROE BUILDING

MEMPHIS, TENNESSEE
S.W.D.P. (EAST)

RIPLEY, TENNESSEE

ABERDEEN, MISSISSIPPI

Monroe County, Mississippi

PARCEL I: BEGINNING at the Southeast Corner of Block 45, "New" Aberdeen, Monroe County, Mississippi and being the Point of Beginning. Run thence South 88 degrees 54 minutes West 639.70 feet to a point; run thence North 0 degrees 30 minutes East 75.00 feet to a point; run thence North 88 degrees 54 minutes East 289.70 feet to a point; run thence North 0 degrees 30 minutes East 300.00 feet to a point; run thence North 88 degrees 54 minutes East 350.00 feet to a point on the West right-of-way of Meridian Street; run thence South 0 degrees 30 minutes West 375.00 feet along said West right-of-way to the Point of Beginning. All lying in the South Half of Block 45, "New" Aberdeen, Monroe County, Mississippi and containing 3.51 acres, more or less.

PARCEL III: BEGINNING at the Southeast Corner of Block 39, "New" Aberdeen, Monroe County, Mississippi and being the Point of Beginning. Run thence South 88 degrees 54 minutes West 639.70 feet along the North right-of-way of Short Street to a point; run thence North 0 degrees 30 minutes East 250.00 feet to a point; run thence North 88 degrees 54 minutes East 639.70 feet on the West right-of-way of Meridian Street; run thence South 0 degrees 30 minutes West 250.00 feet along said West right-of-way to the Point of Beginning. All lying in Block 39, "New" Aberdeen, Monroe County, Mississippi and containing 3.67 acres, more or less.

BOONEVILLE, MISSISSIPPI

Prentiss County, Mississippi

PARCEL 1.

Part of the SW 1/4, section 10, T 5 S, R 7 E described as follows:

COMMENCING at the NW corner of said 1/4 run thence south 640.28 feet; thence east 206.38 feet to the true point of the beginning. Run thence N 1° 50' E 6.78 feet; thence N 89° 03' 30" W 31.2 feet; thence N 1° 50' 16" E 115.59 feet; thence N 89° 49' W 42.0 feet; thence N 4° 27' 07" W 6.5 feet; thence S 89° 18' E 23.0 feet; thence N 4° 27' 07" W 46.61 feet; thence N 89° 18' W 156.0 feet; thence North 112.0 feet; thence S 89° 05' 30" E 150.0 feet; thence N 14° 54' E 229.9 feet; thence N 2° 09' 03" W 139.85 feet; thence N 89° 50' 57" E 317.5 feet to railroad row; thence southwesterly with said row 695 feet; thence N 79° 48' 36" W with a firewall 182.61 feet to the point of beginning.

Containing 4.61 acres

BRUCE, MISSISSIPPI

M-32
R.D.

Calhoun County, Mississippi

Bruce

A tract or parcel of land described as beginning at a point on the north line of Center Street 60 feet west of the southeast corner of Lot "D" in Block 10, according to the survey of the Town of Bruce, Mississippi, by C. G. Richardson, Civil Engineer, thence North 170 feet to a stake; thence west 145 feet to the spur track of the Mississippi & Skuna Valley Railroad; thence South along spur track 170 feet to the north line of Center Street; thence East with the North line of said Center Street 145 feet to the place of beginning.

Being the same property conveyed to the Grantor or Grantor's predecessor in title by deed recorded in Book A-18, Page 387, in the office of the Chancery Court Clerk of Calhoun County, Mississippi.

SUBJECT TO:

1. Any lien for taxes which are not delinquent.
2. Any matters or state of facts that would be disclosed by an accurate survey.
3. First Mortgage and Deed of Trust from Warehouse Agency Corp. to Manufacturers Hanover Trust Company and Marvin A. Mueller, as Trustee, recorded in Book A-69, Page 201, as amended by instrument of record in Book A-89, Page 398, in the Records of Calhoun County, Mississippi.
4. First Mortgage and Deed of Trust from Warehouse Agency Corp., et al to Manufacturers Hanover Trust Company and Marvin A. Mueller, as Trustees, recorded in Book A-89, Page 333, of said Records.

CLARKSDALE, MISSISSIPPI #1

Coahoma County, Mississippi

PARCEL NO. 1

The following parcel of land in Coahoma County, Mississippi, being part of that property formerly conveyed to Federal Compress and Warehouse Company, said parcel being a part of the property conveyed to Peoples Compress Company by deeds recorded in Book 15, page 19, and in Book 44, page 571 in the Chancery Court Clerks office in Coahoma County, Mississippi, and being a part of Lot Fourteen (14) in Section Twenty-four (24), Township twenty-seven (27) north, range four (4) west, lying west of the Illinois Central Railroad Company property. Said parcel being more particularly described as follows:

Commencing at an iron pipe at the intersection of the south line of Twelfth Street (formerly Eleventh Street - 40 foot R.O.W.) and the west line of the Illinois Central Railroad (100 foot R.O.W.); thence S 65° 41' 54" W, along said south line, a distance of 808.06 feet to the intersection of said south line with the east line of Sunflower Avenue, said point of intersection being herein described as THE POINT OF BEGINNING; thence N 65° 41' 54" E, along said south line, a distance of 265.57 feet; thence S 25° 51' 34" E a distance of 214.25 feet; thence S 66° 03' 41" W a distance of 258.70 feet to a point on the east line of Sunflower Avenue; thence N 27° 43' 14" W, along said east line, a distance of 212.91 feet to THE POINT OF BEGINNING and containing 1.28 acres.

PARCEL NO. 3

The following parcel of land in Coahoma County, Mississippi, being part of that property conveyed to Federal Compress and Warehouse Company, said parcel being a part of the property formerly conveyed to Peoples Compress Co. by deeds recorded in Book 15, Page-19, and in Book 44, Page 571 in the Chancery Court Clerk's office in Coahoma County, Mississippi, and being a part of Lot Fourteen (14) in Section Twenty-Four (24), Township Twenty-Seven (27) North, Range Four (4) west, lying west of the Illinois Central Railroad Company Property. Said parcel being more particularly described as follows:

Commencing at an iron pipe at the intersection of the south line of Twelfth Street (formerly Eleventh Street - 40 foot R.O.W.) and the west line of the Illinois Central Railroad (100 foot R.O.W.); thence S 26°36'59"E, along said west line, a distance of 1030.18 feet to the intersection of said west line with the north line of Thirteenth Street (70 foot R.O.W.), said point of intersection being herein described as THE POINT OF BEGINNING; thence S 87°36'08"W, along said north line, a distance of 960.00 feet to the intersection of said north line with the east line of Sunflower Avenue; thence N 08°24'10"W, along said east line, a distance of 120.86 feet; thence N 66°03'41"E a distance of 838.65 feet to the west line of the Illinois Central Railroad; thence S 26°36'59"E a distance of 469.43 feet to THE POINT OF BEGINNING and containing 5.84 acres.

M-9
R.D.

Bolivar County, Mississippi

Cleveland

Parcel 1

That part of the Southwest Quarter of the Southwest Quarter of Section 21, Township 22 North, Range 5 West, and that part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 22 North, Range 5 West, Bolivar County, Mississippi, more particularly described as follows:

Beginning at a point on the South boundary line of Section 21, Township 22 North, Range 5 West, 259.2 feet East of the Southwest corner of said Section 21; thence East 218.7 feet to a stake; thence North 7° 15' East 300 feet to a stake; thence East 537 feet to a stake in the West line of the right-of-way of the Yazoo & Mississippi Valley Railroad Company (now Illinois Central Railroad Company); thence South 8° 30' West along said right-of-way line, 1,251.2 feet to a stake; thence North 69° 45' West 455.2 feet to a stake; thence North 1° East 155 feet to a stake, thence North 89° West 212 feet to a stake; thence in a Northerly direction along the East edge of the old Cleveland and Boyle Public Road 621.5 feet to the point of beginning, and being the same property conveyed to Federal Compress & Warehouse Company by Bolivar Compress Company by deed dated October 19, 1925, recorded in Book M-14, Page 106, in the Office of the Chancery Clerk of Bolivar County, Mississippi, at Cleveland, Mississippi, less and excepting therefrom the following described strip of land conveyed to the City of Cleveland, Mississippi, by Federal Compress & Warehouse Company by deed dated June 8, 1964, recorded in the Office of said Chancery Clerk in Book M-76, Page 205, being a strip of land 10 feet in equal width running parallel to and immediately North of the North line of Lot 1 of the Boyland Addition to Bolivar County, Mississippi, and also being a strip of land 10 feet in width off of the South boundary of the Federal Compress & Warehouse Company property lying between the East right-of-way line of Memorial Drive and the West right-of-way line of the Illinois Central Railroad, and more particularly described as follows: Beginning at the Northwest corner of Lot 1 of said Boyland Addition; thence run South 70° 55' East along the North line of said Lot 1 and along a fence for 474.5 feet to a point on the West right-of-way line of said Railroad; thence run North 8° 15' East along said West right-of-way line of said Railroad for 10.18 feet to a point; thence run North 70° 55' West along a line parallel to and 10 feet North of the North line of said Lot 1 for 475.69 feet to a point on the East line of Memorial Drive; thence run South 1° 51' West along the East line of Memorial Drive for 10.47 feet to the point of beginning.

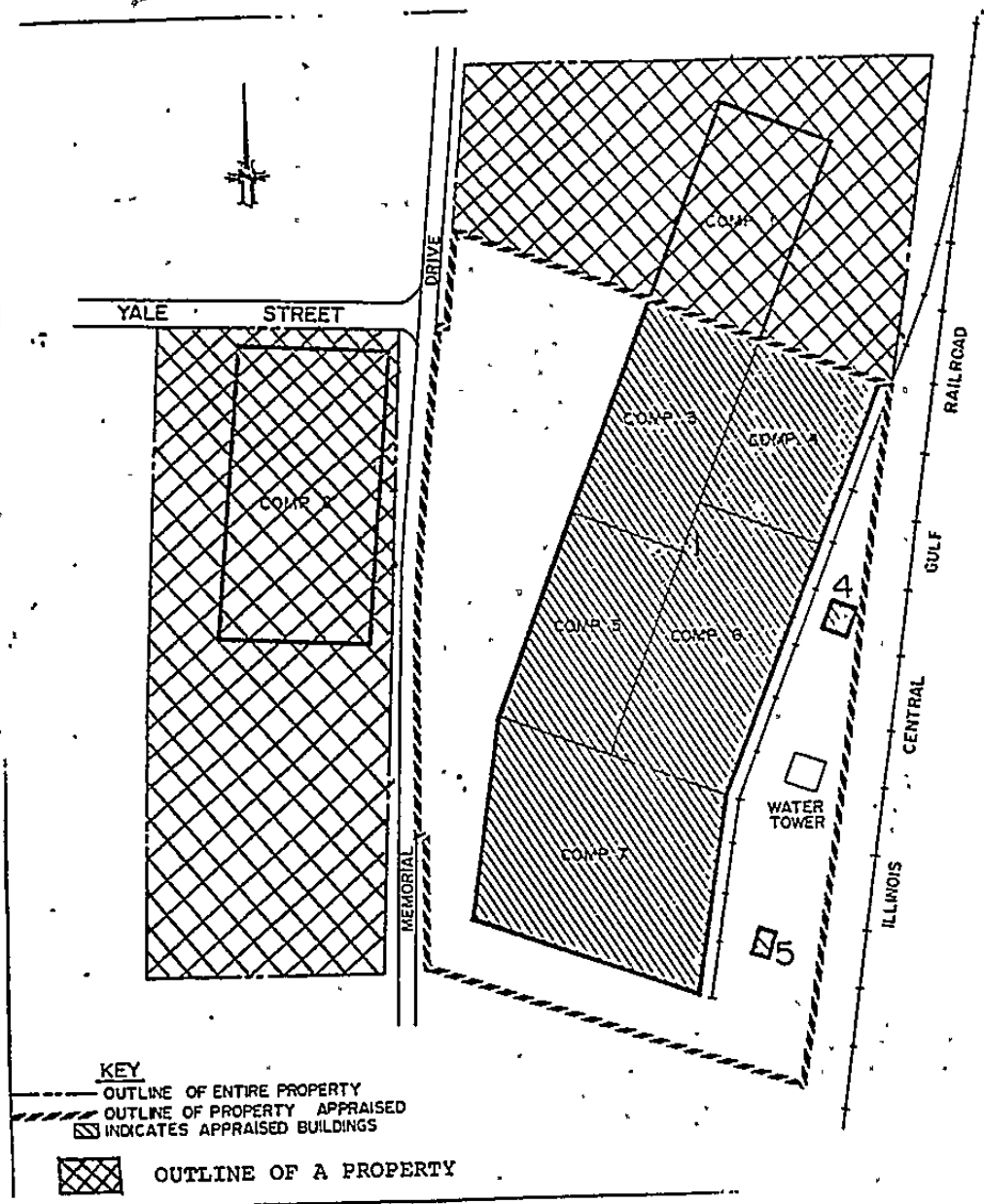
Parcel 2

That part of the Northwest Quarter of the Northwest Quarter of Section 28, Township 22 North, Range 5 West, Bolivar County, Mississippi, more particularly described as follows:

Beginning at a point where the north line of Section 28 intersects the eastern edge of the old road leading from Cleveland to Boyle on the east bank of Jones Bayou, which point is 259.2 feet East of the northwest corner of Section 28, Township 22 North, Range 5 West, thence in a southerly direction along the eastern boundary line of said road, being the western boundary line of the land now owned by Federal Compress & Warehouse Corporation, a distance of 621.5 feet; thence west to the center of Jones Bayou; thence in a northerly direction along the center of Jones Bayou to its intersection with the north line of said Section 28; thence east to the point of beginning being the same property conveyed by Bolivar County, Mississippi, to Bolivar Compress Company, by deed dated July 7, 1924, recorded in Book M-13, page 241.

Being part of the property conveyed to Grantor or Grantor's predecessor in title by deed recorded in Book M-14, Page 106, in the office of the Chancery Court Clerk of Bolivar County, Mississippi in which deed Parcel 2 hereinabove described was inadvertently omitted.

CLEVELAND, MISSISSIPPI



Purchaser and Seller agree that the legal description of the entire tract of land to be sold known as Cleveland, Mississippi appears on the preceding page. The tract of land has not been surveyed. The A Property is outlined as above indicated. Purchaser and Seller agree to accept the legal description of the A Property provided by the surveyor.

COMO, MISSISSIPPI

First Judicial District of Panola county, Mississippi

PARCEL NO. 1

A parcel of land located in Como, Mississippi, being part of the Southwest quarter (SW $\frac{1}{4}$) of Section 28, Township 6 South, Range 7 West, being a part of the Southwide Capital Corporation property, being part of that property described in Book A-19, page 448 and Book A-44, page 54 in the Records of Deeds in the Sardis office of the Chancery Court Clerks office of Panola County, Mississippi, and being more particularly described as follows:

Commencing at the point of intersection of the west R.O.W. line of the Illinois Central Railroad (100 foot R.O.W.) with the north line of Compress Road (~ 50 foot R.O.W.), said north line being described by previous deeds as being 15 feet north of the south line of said Section 28, said point also being the southeast corner of the lot formerly conveyed by Travis H. Taylor to the Como Canning Company; thence N $89^{\circ} 50' 23''$ W along the north R.O.W. line of Compress Road 343.86 feet to the POINT OF BEGINNING; thence N $89^{\circ} 50' 23''$ W continuing along the north R.O.W. line of Compress Road 509.52 feet to a point; thence N $10^{\circ} 59' 40''$ W along an extension of the east line of existing warehouse number 6 a distance of 72.10 feet to a point; thence N $79^{\circ} 0' 11''$ E along a line 5 feet south of and parallel to the south line of existing warehouse number 6 a distance of 50.0 feet to a point; thence N $10^{\circ} 59' 40''$ W along a line 50.0 feet east of and parallel to the east line of existing warehouse number 6 a distance of 40.56 feet to a point; thence N $79^{\circ} 55' 39''$ E along the extension of and along the south line of an existing dock and continuing along the extension of the south line of said dock a total distance of 453.54 feet to a point; thence S $9^{\circ} 59' 13''$ E along a line 42.425 feet east of and parallel to the east line of existing warehouse number 5 a distance of 203.97 feet to the POINT OF BEGINNING and containing 1.78 acres.

CORINTH, MISSISSIPPI

BOOK 171 PAGE 635

Alcorn County, Mississippi

Description.- Parcel #2

A part of Block 413 of the Mitchell & Mask Survey of the City of Corinth, Alcorn County, MS., described as beginning at the northeast corner of said Block 413, thence run in a westerly direction 25 feet more or less to the west side of Cox St.; thence run in a northerly direction along the west side of Cox St., 15 feet, more or less to the south side of Allen St.; thence run along the south side of Allen St. S 76° 57' 0" W 358 feet more or less to a firewall; thence run S 24° 48' 41" W 237.54 feet to another firewall; thence run along said firewall S 74° 38' 29" W 244.09 feet to the east side of Shady Grove Road, thence run in a southerly direction along Shady Grove Rd. to the north right-of-way of GM&O Railroad; thence run along said railroad in an easterly direction to the west side of Cox St.; thence run N 15° 41' 42" W along the west side of said street 460.86 feet to the point of beginning.

M-14
R.D.

Grenada County, Mississippi

Grenada

Parcel 1

The leasehold estate and all of the Grantor's right, title, interest, options, and privileges granted in that certain lease agreement dated September 23, 1964, between Illinois Central Railroad Company, as Lessor, and Federal Compress & Warehouse Company as Lessee, upon the following two parcels of property:

(a) Beginning at a point in the north line of Third Street in the City of Grenada 109 feet east of the center of the main track of the Illinois Central Railroad, and run thence in an easterly direction along the north line of Third Street 432 feet; thence in a northerly direction at right angles to Third Street 265 feet; thence in a westerly direction parallel to Third Street 432 feet; thence in a southerly direction 268 feet to the point of beginning.

(b) Beginning at a point in north line of Third Street 47 feet east of the center line of main track of said Railroad Company, and run thence in an easterly direction along north line of Third Street 11 feet, thence in a northerly direction at right angles to Third Street 263 feet; thence in an easterly direction parallel to Third Street 35 feet; thence in a northwesterly direction 60 feet to a point 8.5 feet west of the center line of the south end of the runaround track; thence in a northerly direction parallel to the center line of said runaround track 128 feet; thence in a westerly direction parallel with Third Street 30 feet to a point 8.5 feet east of the center line of the Compress track; thence in a southerly direction parallel with the center line of said Compress track 441 feet to the point of beginning.

Parcel 2

The leasehold estate and all of the Grantor's right, title, interest, options and privileges granted in that certain lease agreement dated September 15, 1885, between the City of Grenada, Mississippi, as Lessor, and Grenada Compress Company, as Lessee, said lease agreement being recorded in Book M, at Page 10, in the Office of the Chancery Court Clerk of Grenada County, Mississippi, said lease agreement covering certain portions of Wood Street in the City of Grenada, Mississippi, reference being here made to said lease agreement for a particular description of the property therein demised.

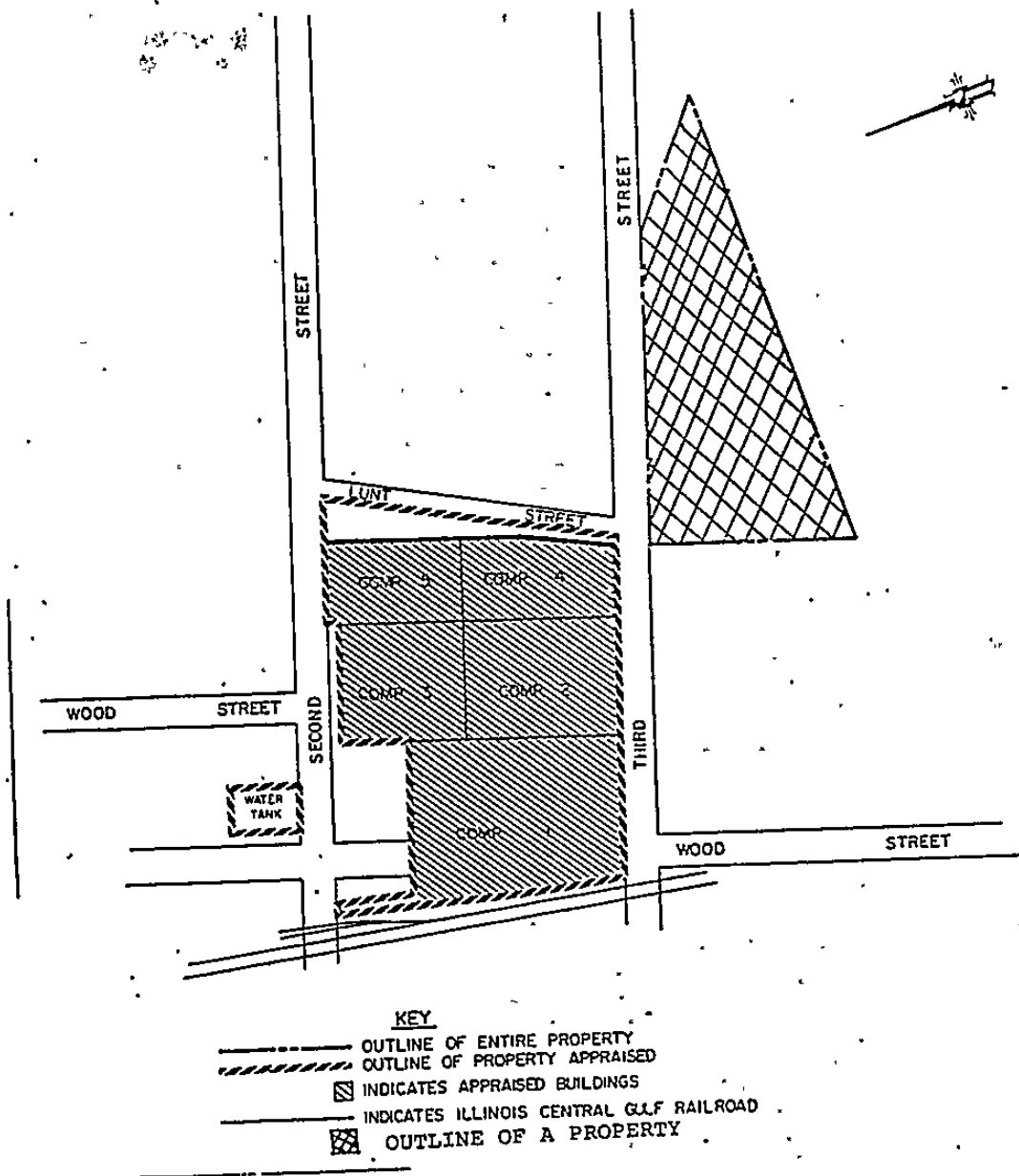
Parcel 3

Part of Lot 221 of the original East Ward of the City of Grenada, Mississippi, more particularly described as follows:

Beginning at a point in the South line of Third Street 20.5 feet East of the Northwest corner of said Lot 221 original East Ward of the City of Grenada, Mississippi; running thence in a southerly direction at right angles to Third Street 300 feet (prior deed call — 306 6 feet) to the South line of Section 8, Township 22 North, Range 5 East, said point being also in the South line of said Lot 221; thence East along the South line of Section 8 (being also the South line of said Lot 221) a distance of 857 feet, more or less, to a stake in the Southeast corner of said Lot 221; thence in a northerly direction at right angles to Third Street 39 feet, more or less, to the South line of Third Street, as said street appears originally designated on the official map of the City of Grenada; thence in a westerly direction along the South line of Third Street 513.75 feet to the point of beginning.

Less and except that part of the above described property containing .36 acres, more or less, described in and conveyed by deed recorded in Book C, at Page 283, in said Chancery Court Clerk's Office.

Parcel 3 being the same property conveyed to Grantor or Grantor's predecessor in title by deeds recorded in Book 76, at Page 22 and in Book 160 at page 146, in said Chancery Court Clerk's Office.



Purchaser and Seller agree that the legal description of the entire tract of land to be sold known as Grenada, Mississippi appears on the preceding page. The tract of land has not been surveyed. The A Property is outlined as above indicated. Purchaser and Seller agree to accept the legal description of the A Property provided by the surveyor.

M-17
R.D.

Hinds County, Mississippi

(Plant 1) Jackson

Parcel 1

Located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particularly described as: Lots 3, 4, 5, 6 and 7 of Bankston Survey, according to the map or plat thereof on file and of record in Deed Book 29 at Page 378 in the Office of the Chancery Clerk of Hinds County, at Raymond, Mississippi, together with the right, title and interest, if any, of Grantor in the immediately adjoining area west of said Lots 5 and 6 occupied by the presently existing improvements of Grantor.

Parcel 2

The leasehold estate and all of the Grantor's right, title, interest, options and privileges created in and by virtue of that certain lease bearing date of the 20th day of March 1906, between W. H. Fitz-Hugh and W. S. Jones, as lessors, and Gulf Compress Company, as lessee, upon the following described property, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, Block B, Roach survey, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Court Clerk of Hinds County, at Jackson, Mississippi in Plat Book 1 at Page 57, reference to which is hereby made.

Parcel 3

Beginning at a point in the North line of Block B of the Roach survey which point is North 89° 29' West 78.47 feet from the northeast corner of said Block B as platted; thence North 89° 29' West along the north line of said Block B a distance of 227.5 feet (prior deed call 225 ft.) to a point; thence North 0° 39' West 5.4 feet (prior deed call 10 ft.) to a point; thence North 89° 8' East 227.5 feet (prior deed call 225 ft.) to a point; thence South 0° 28' East 10.6 feet (prior deed call 12.5 ft.) to the point of beginning. Being part of Lot 33 (containing 3.27 acres) of West Jackson.

Being part of the property conveyed to Grantor or Grantor's Predecessor in title by deed recorded in Book 171 at Page 140 in the office of the Chancery Clerk of Hinds County, Mississippi.

Parcel 4

The right of Grantor to use the overhead walkway extending over South Street west of Roach Street.

Parcel 5

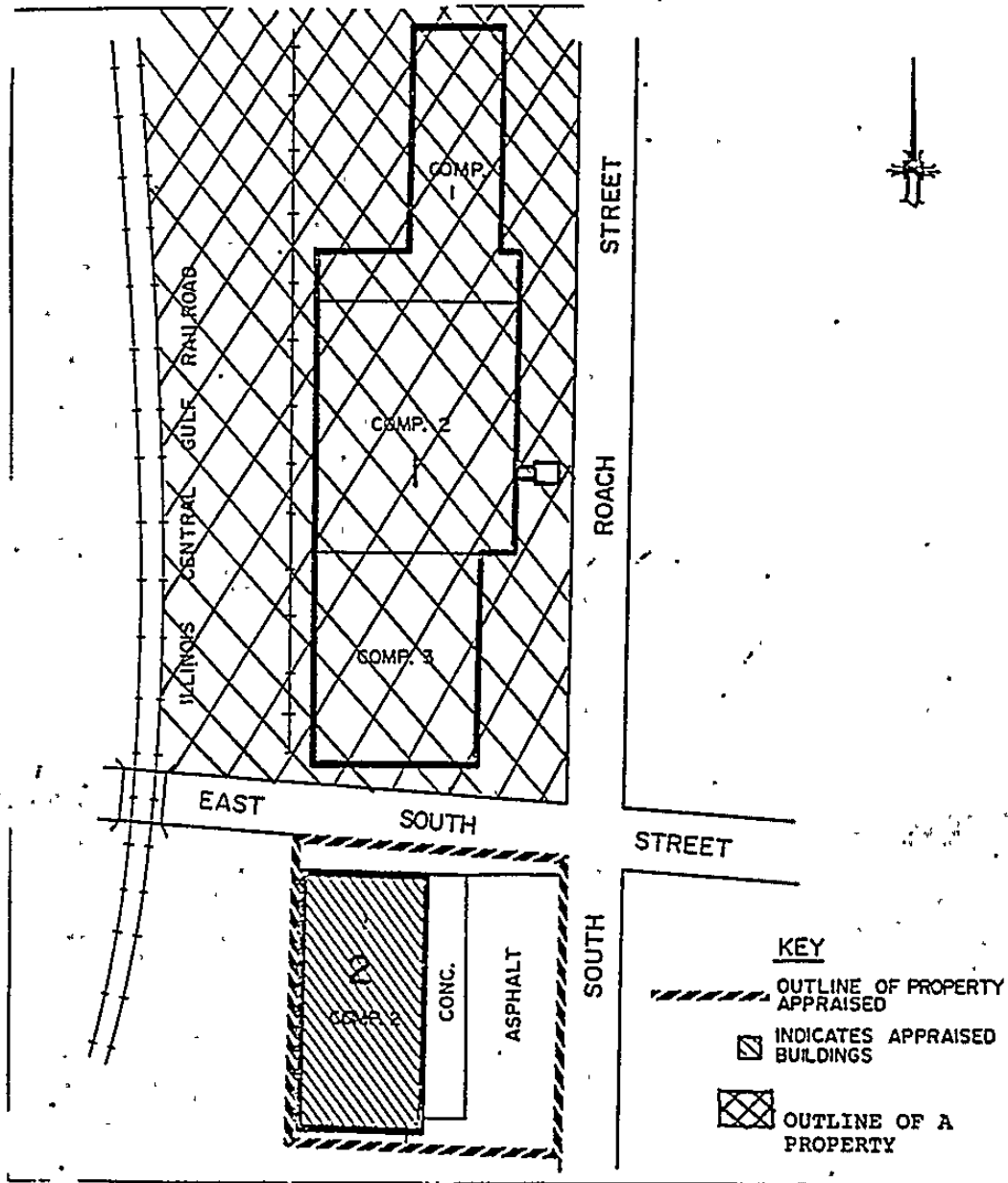
The right, title, and interest, if any, in and to the North-South alley 15 ft. wide lying within Block B of the Roach survey, and the leasehold interests in Lands owned by Illinois Central Railroad as described in Lease identified as L.C. Railroad Numbers 8680, 22513, and 23191.

Parcel 6

That certain strip of land situated in the Northwest Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 1 East, Jackson, First Judicial District of Hinds County, Mississippi, lying between the eastern right-of-way line of the property of the Illinois Central Railroad Company and the western line of Block "B" of Roach Survey, a subdivision in the City of Jackson, Mississippi, a map or plat of which is recorded in Plat Book 1, Page 57, in the Office of the Hinds County Chancery Clerk at Jackson, Mississippi, and being more particularly described as follows:

Begin at an iron stake at the southwest corner of Lot 10 of Block "B", Roach Survey in the City of Jackson, Mississippi, a map or plat of said subdivision is recorded in Plat Book 1, Page 87, in the Office of the Hinds County Chancery Clerk at Jackson, Mississippi, said point of beginning being a distance of 216.2 feet measured north $80^{\circ} 43' 30''$ west along the north line of South Street from a concrete monument at the intersection of the north line of South Street with the west line of Roach Street, as both streets are now (January, 1969) laid out, improved and occupied in the City of Jackson, Mississippi; run thence north $0^{\circ} 9' 30''$ west along the west line of said Block "B" a distance of 550.0 feet to the northwest corner of Lot 1 of Block "B", Roach Survey, run thence north $69^{\circ} 29'$ west, along the north line of said Block "B" extended westerly, for a distance of 54.5 feet to an iron stake on the eastern right-of-way line of the property of the Illinois Central Railroad Company, run thence south $4^{\circ} 17'$ east along the eastern right-of-way line of the property of the Illinois Central Railroad Company (the said eastern right-of-way line being a distance of 100 feet measured easterly at right angles from and parallel with the original centerline of said railroad) for a distance of 53.66 feet to the point of curve; run thence in a southerly direction along the eastern right-of-way line of the Illinois Central Railroad Company, said right-of-way line being the circumference of a curve to the right having a radius of 5829.8 feet, for a distance of 491.46 feet to an iron stake on the north line of South Street (said point being a distance of 0.79 feet northerly from an old rail right-of-way monument); run thence south $80^{\circ} 43' 30''$ east along the north line of South Street for a distance of 36.8 feet to the point of beginning.

JACKSON, MISSISSIPPI #1



Purchaser and Seller agree that the legal description of the entire tract of land to be sold known as Jackson, Mississippi #1 appears on the preceding page. The tract of land has not been surveyed. The A Property is outlined as above indicated. Purchaser and Seller agree to accept the legal description of the A Property provided by the surveyor.

MARKS, MISSISSIPPI

Quitman County, Mississippi

PARCEL NO. 1

A parcel of land located in Quitman County, Mississippi, being part of the east half (E 1/2) of the northeast quarter (NE 1/4) of Section 10, Township 27 North, Range 1 West, being part of that property heretofore conveyed to Bi-State Cotton Compress Corporation and being more particularly described as follows:

Beginning at a found iron pin at the intersection of the Illinois Central Railroad west R.O.W. line (100 foot R.O.W.) with the north line of Section 10, Township 27 North, Range 1 West; thence S⁰⁸ 10' 34" W along the Illinois Central Railroad west R.O.W. line 302.89 feet to a point; thence N⁰⁸ 1 47' 56" W along the extension and along the centerline of the firewall between existing shed number 1 & 2 and continuing along the extension of the centerline of said firewall a total distance of 395.62 feet to a point; thence N⁰⁸ 09' 40" E along a line 50 feet east of and parallel to the east line of the existing warehouse containing sheds 6 thru 9 a distance of 245.86 feet to a point on the north line of said Section 10; thence due east along the north line of Section 10 a distance of 399.74 feet to the POINT OF BEGINNING and containing 2.49 Acres.

PARCEL NO. 4

A parcel of land located in Quitman County, Mississippi, being part of the east half (E 1/2) of the northeast quarter (NE 1/4) of Section 10, Township 27 North, Range 1 West, being part of that property heretofore conveyed to Bi-State Cotton Compress Corporation and being more particularly described as follows:

Commencing at a found iron pin at the intersection of the Illinois Central Railroad west R.O.W. line (100 foot R.O.W.) with the north line of Section 10, Township 27 North, Range 1 West; thence due west along the north line of Section 10 a distance of 399.74 feet to a point; thence S⁰⁸ 8° 09' 40" W along a line 50 feet east of and parallel to the east line of an existing warehouse that contains sheds 6 thru 9 a distance of 254.84 feet to the POINT OF BEGINNING; thence S⁰⁸ 8° 09' 40" W continuing along the line 50 feet east of and parallel to the east line of said warehouse a distance of 841.73 feet to a point; thence N⁸⁰ 37' 13" W along a line 10 feet South of and parallel to the south line of an existing shop building 291.90 feet to a point; thence N⁰⁸ 8° 08' .02" E along a line 50 feet west of and parallel to the west line of the herein described warehouse a distance of 833.99 feet to a point; thence S⁸² 82° 08' 20" E along the extension of and along the centerline of the firewall between existing sheds 6 and 7 of said warehouse and continuing along the extension of the centerline of said firewall a total distance of 292.23 feet to the POINT OF BEGINNING and containing 5.62 acres.

NEW ALBANY, MISSISSIPPI #1

BOOK 171 PAGE 642

M-20
R. D.

Union County, Mississippi

(Plant 1) New Albany

Parcel 1

Being a part of the Parcel 1 heretofore conveyed to Bi-State Cotton Compress Corp. now described as follows:

Beginning at a point of intersection of the south boundary line of Section 5, Township 7 South, Range 3 East with the west line of the right-of-way (100 feet wide) of the Gulf, Mobile and Ohio Railroad; thence north 27 degrees 10 minutes east along the west line of said right of way 760', more or less, to a point; thence $N62^{\circ}50'W$ 190', more or less, to a point; thence $S27^{\circ}10'W$ 255' to a point, thence North 62 degrees 50 minutes West 409 feet, more or less, to a point in a fence line; thence southwestwardly along said fence line 400 feet, more or less, to a fence corner; thence southeastwardly 20 feet, more or less, to a point; thence South 27 degrees 10 minutes West 95 feet, more or less, to an iron pin; thence South 69 degrees 53 minutes East 338.2 feet to a point in the northwest wall of a building owned and occupied by Federal Compress & Warehouse Company; thence Southwestwardly along the north wall of said building 194 feet to a point, the corner of said building; thence southeast along the wall of said building 15 feet, more or less, to a point; thence South 27 degrees 10 minutes West to an iron pin in the south line of said Section 5; thence east along said Section line 40 feet, more or less, to the west wall of the building owned and occupied by Federal Compress & Warehouse Company, thence southwestwardly following the wall of the building and continuing southwestwardly a total distance of 262.5 feet to a point in the present north line of Cleveland Street; thence east along the present north street line of Cleveland Street 154.8 feet to a point in the west line of the right of way of the G.M. & O. R.R.; thence north 27 degrees 10 minutes east along said railroad right of way 310 feet, more or less, to the point of beginning.

Parcel 2

An easement for ingress and egress, 26 feet wide, over, upon and across a parcel of property, beginning from Collins Avenue to the southwest line of Parcel B. herein described, it being the intention of Grantor to convey the same easement as was conveyed by deed recorded in Book 44, Page 100, in the Office of the Chancery Court Clerk of Union County, Mississippi.

Parcel 3

A triangle off the east part of Lot 8 of the Rogers Survey of the Langston Subdivision of the City of New Albany, described as follows:

Beginning at the intersection of the north line of Lot 9 of said subdivision with the west line of Collins Avenue, thence north along the west line of Collins Avenue 147 feet, more or less, to the south line of Section 5, Township 7 South, Range 3 East; thence west along said Section line 26 feet, more or less; thence southwest 130 feet more or less to the point of beginning.

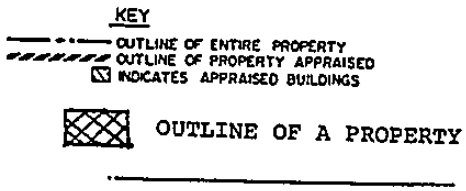
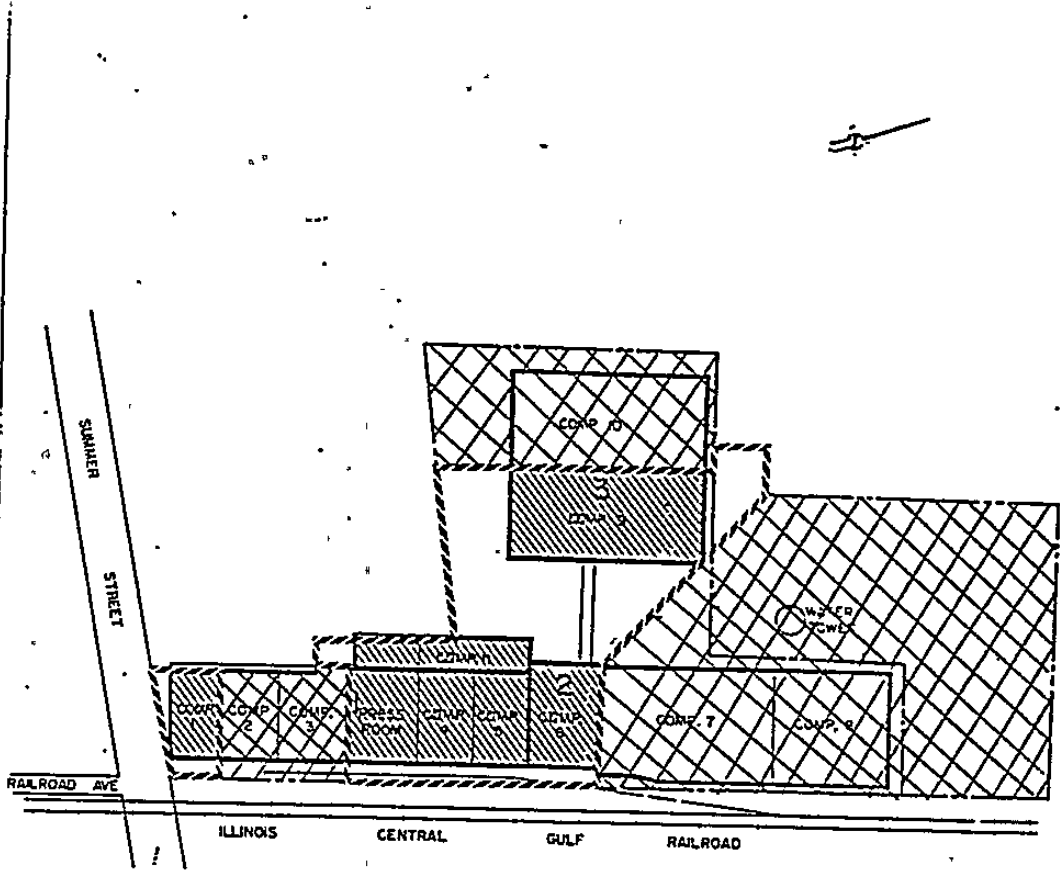
B. Commencing at an iron pin set in the south boundary line of Section 5, Township 7 South, Range 3 East, approximately 220 feet west of the west line of the right of way of the G.M. & O. R.R.; thence northeastwardly, parallel with said railroad right of way 23 feet, more or less, to wall of building the true point of beginning; thence northwestwardly along the wall of said building 15 feet to corner of the building; thence northeastwardly along the wall of the building 194 feet to a point, the northwest corner of this parcel; thence southeastwardly 15.4 feet to a point; thence southwestwardly 194 feet, more or less, to the point of beginning;

C. Commencing at the northwest corner of Parcel B hereinabove; thence North 69 degrees 53 minutes West 338.2 feet to an iron pin; thence North 27 degrees 10 minutes East 95 feet to a point in a fence line, the northwest corner of this parcel; thence southeastwardly along said fence line 350 feet, more or less, to the wall of a building; thence southwestwardly along wall of building to point of beginning;

D Commencing at the northwest corner of Parcel C hereinabove; thence North 27 degrees 10 minutes East 400 feet to a point; thence North 62 degrees 50 minutes West 9 feet to a point in a fence line; thence southwestwardly along said fence line 400 feet, more or less, to a point; thence southeastwardly 20 feet, more or less, to the point of beginning.

6. Easement in favor of Southwide Capital Corporation, its successors and assigns for access and utilities, said easement being along and within 20 feet of the westwardly building wall, reserving however in Grantor or Grantor's successors, the right to relocate said easement at any time.
7. First Mortgage and Deed of Trust from Warehouse Agency Corp. to Manufacturers Hanover Trust Company and Marvin A. Mueller, as Trustees, recorded in Book 258, Page 1, as amended by instrument recorded in Book 265, Page 501, in the Records of Union County, Mississippi.
8. First Mortgage and Deed of Trust from Warehouse Agency Corp., et al to Manufacturers Hanover Trust Company and Marvin A. Mueller, as Trustees, recorded in Book 265, Page 566, of said Records.

NEW ALBANY, MISSISSIPPI #1



Purchaser and Seller agree that the legal description of the entire tract of land to be sold known as New Albany, Mississippi #1 appears on the preceding page. The tract of land has not been surveyed. The A Property is outlined as above indicated. Purchaser and Seller agree to accept the legal description of the A Property provided by the surveyor.

RULEVILLE, MISSISSIPPI

BOOK 171 PAGE 645

Sunflower County, Mississippi

Ruleville

M-23
R. D.

Parcel 1

Commencing at the southwest corner of Lot 1 of Block 4 of Rule's Second Addition to the Town of Ruleville, Sunflower County, Mississippi, run thence in a Northerly direction along the west line of said Lot 1, 100 feet; thence in an Easterly direction parallel with the south line of said Lot 1, 445.5 feet; thence in a Southerly direction parallel with the west line of said Lot 1, 100 feet to the north line of Lot 2 of said Block 4; thence in an Easterly direction along the north line of said Lot 2, 30 feet; thence in a Southerly direction parallel with the west line of said Lot 2, 35 feet; thence in an Easterly direction parallel with the north line of said Lot 2, 100 feet; thence in a Northerly direction parallel with the west line of said Lot 2, 35 feet to the north line of Lot 2; thence in an Easterly direction along the north line of Lot 2, 200 feet to the northeast corner of Lot 2; thence in a Southerly direction along the east line of Lot 2, 100 feet; thence in a Westerly direction parallel with the northline of said Lot 2, 150 feet; thence in a Southerly direction parallel with the east line of Lots 2 and 3 of said Block 4, 300 feet to the south line of Lot 3; thence in a Westerly direction along the south line of said Lot 3, 150 feet, thence South 26° 30' West 75 feet; thence North 63° 30' West 410.8 feet, more or less, to the west line of Section 31, Township 22 North, Range 3 West, thence North along said section line to the point where the north line of said Lot 2 if extended in a Northwesterly direction would intersect the same; thence in a straight line to the point of beginning, being parts of Lots 1, 2, 3 and 4 of Block 4 of Rule's Second Addition to the Town of Ruleville and a triangular shaped tract lying between the west line of said Lots 2, 3 and 4 and the west line of said Section 31 except the easement of the Town of Ruleville in the part of Lot 4 occupied by its water tank.

Parcel 2

A perpetual easement and right of way to the strip 30 feet wide lying west of and adjoining a line located by beginning at a point on the north line of Lot 2 of Block 4 of Rule's Second Addition to the Town of Ruleville, 300 feet in a Westerly direction from the northeast corner of said Lot 2 and run thence in a Northerly direction parallel with the east line of Lot 1 of said Block 4 across said Lot 1 and across Residence Lot 3 of said Rule's Second Addition to the south line of the public road leading West from Ruleville, being the easements granted to Ruleville Compress Company by two deeds, one executed by Terry and Shelton recorded in Book W-5, page 212 and one executed by R. C. Terry recorded in Book W-5, page 214, of the Records of Sunflower County, Mississippi.

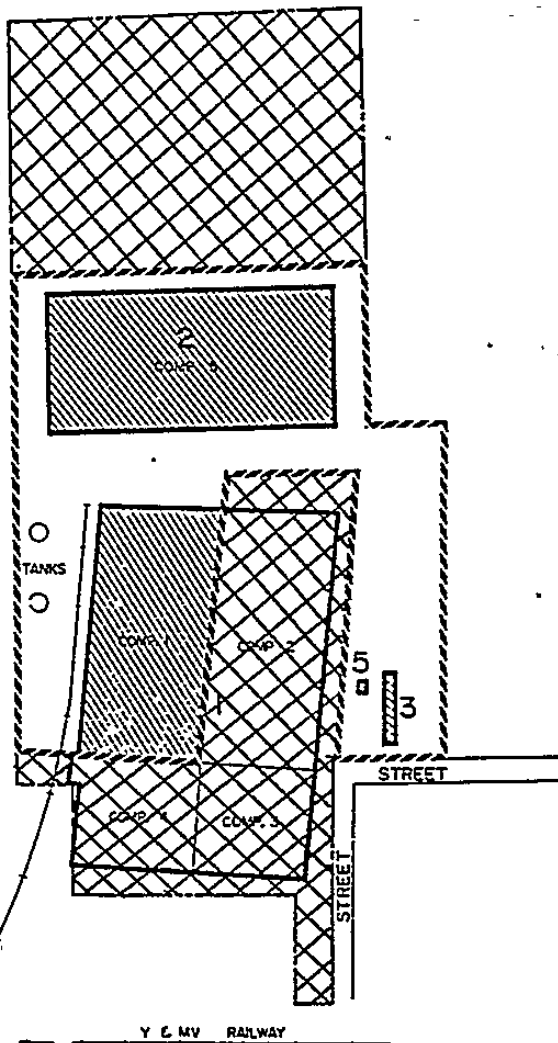
Parcel 3

All interests of Federal Compress and Warehouse Company in and to the right-of-way for spur track conveyed to Ruleville Compress Company by Planters Gin Compress & Oil Mill Company by deed dated April 22, 1920, and recorded in Book W-5, page 216, and by deed of correction dated July 20, 1925, and recorded in Book K-7, page 30, of the Records of Sunflower County, Mississippi.

Parcel 4

Begin at the northwest corner of Lot 2, Block 4 in Rule's Second Addition to the Town of Ruleville, Sunflower County, Mississippi according to a map of said addition on file in the office of the Chancery Clerk of said county and state, thence North 63° 30' West along the north line of said Lot 2 projected a distance of 165 feet for a point of beginning, the same being the most westerly northwest corner of Parcel 1 hereinabove described; thence South 0° 32' West with the west line of said Parcel 1 a distance of 527.6 feet to the south line or southwest corner of said Parcel 1; thence North 63° 30' West along a westward projection of the south line of said Parcel 1 a distance of 289.7 feet to a stake; thence North 26° 30' East parallel with the west line of said Lot 2 a distance of 475 feet to a stake; thence South 63° 30' East along a westward prolongation of the south line of said Lot 2, 60 feet to the point of beginning, containing 1.91 acres, more or less.

RULEVILLE, MISSISSIPPI



- KEY**
- OUTLINE OF ENTIRE PROPERTY
 - OUTLINE OF PROPERTY APPRAISED
 - INDICATES APPRAISED BUILDINGS
 - INDICATES CLINGO'S CENTRAL GULF RAILROAD
 - ▣ OUTLINE OF A PROPERTY

Purchaser and Seller agree that the legal description of the entire tract of land to be sold known as Ruleville, Mississippi appears on the preceding page. The tract of land has not been surveyed. The A Property is outlined as above indicated. Purchaser and Seller agree to accept the legal description of the A Property provided by the surveyor.

M-25
R.D.

The Second Judicial District of Bolivar County, Mississippi

Shelby

Parcel 1

That part of Lot 34 in Section 1, Township 24 North, Range 6 West, described as:

Beginning on the West side of the right-of-way of the Yazoo and Mississippi Valley Railroad Company on the North boundary line of the Town of Shelby, Mississippi; thence West with said North boundary line of said Town, 5 chains to a point in the center of Holmes Lake, thence due North up the center of said Lake, 10 chains; thence East 5 chains to the West side of the right-of-way of the Yazoo and Mississippi Valley Railroad Company, thence South along the West side of said right-of-way, 10 chains to the point of beginning, and

Parcel 2

A tract of land described as: Beginning at the Southeast corner of the tract of land described in the deed to the Shelby Oil Company, recorded in Book A-10, Page 372, of the records of the Second Judicial District, Bolivar County, Mississippi; thence West 330 feet to the center of Holmes Lake; thence South, down said lake, 60 feet; thence East 330 feet to the West side of the right-of-way of the Yazoo and Mississippi Valley Railroad Company; thence North 60 feet to the point of beginning; and

Parcel 3

A tract of land described as: Beginning at a point 660 feet North of the Southeast corner of the tract of land conveyed to the Shelby Oil Company by deed recorded in Book A-10, page 372, of the records aforesaid; thence West 330 feet to a point in the center of Holmes Lake; thence up said lake 60 feet; thence East 330 feet to the right-of-way of the Yazoo and Mississippi Valley Railroad Company; thence South 60 feet to the point of beginning.

Parcel 4

That part of Lot 39 in Section 1, Township 24 North, Range 6 West, described as: Commencing at a point in the West line of the right-of-way of the Yazoo and Mississippi Valley Railroad Company 1,704 feet South of the point where said West line of said railroad right-of-way intersects the North line of Lot 34 in said Section 1, Township 24 North, Range 6 West; thence at right angles to said railroad right-of-way in a Westerly direction 25 feet; thence at right angles in a Northerly direction 115 feet; thence in a Southwesterly direction a distance of 315.5 feet to a point 34 feet South of a line drawn perpendicular to the Western railroad right-of-way line and 335 feet West of said right-of-way line; thence in a Northerly direction parallel with said railroad right-of-way 34 feet; thence in a Westerly direction on the line perpendicular to said Western railroad right-of-way line 120 feet to the center of Holmes Lake Canal; thence in a Southwesterly direction along the center line of said Holmes Lake Canal a distance of 396.5 feet to a point on a line which is an extension of the North line of the Shelby Gin Lot and which said line is 652 feet North of and parallel to the South line of said Lot 39; thence East along a line 652 feet North of and parallel to the South line of said Lot 39 a distance of 408 feet to the Western Railroad right-of-way line; thence North along said Western railroad right-of-way line 272.5 feet to the point of beginning.

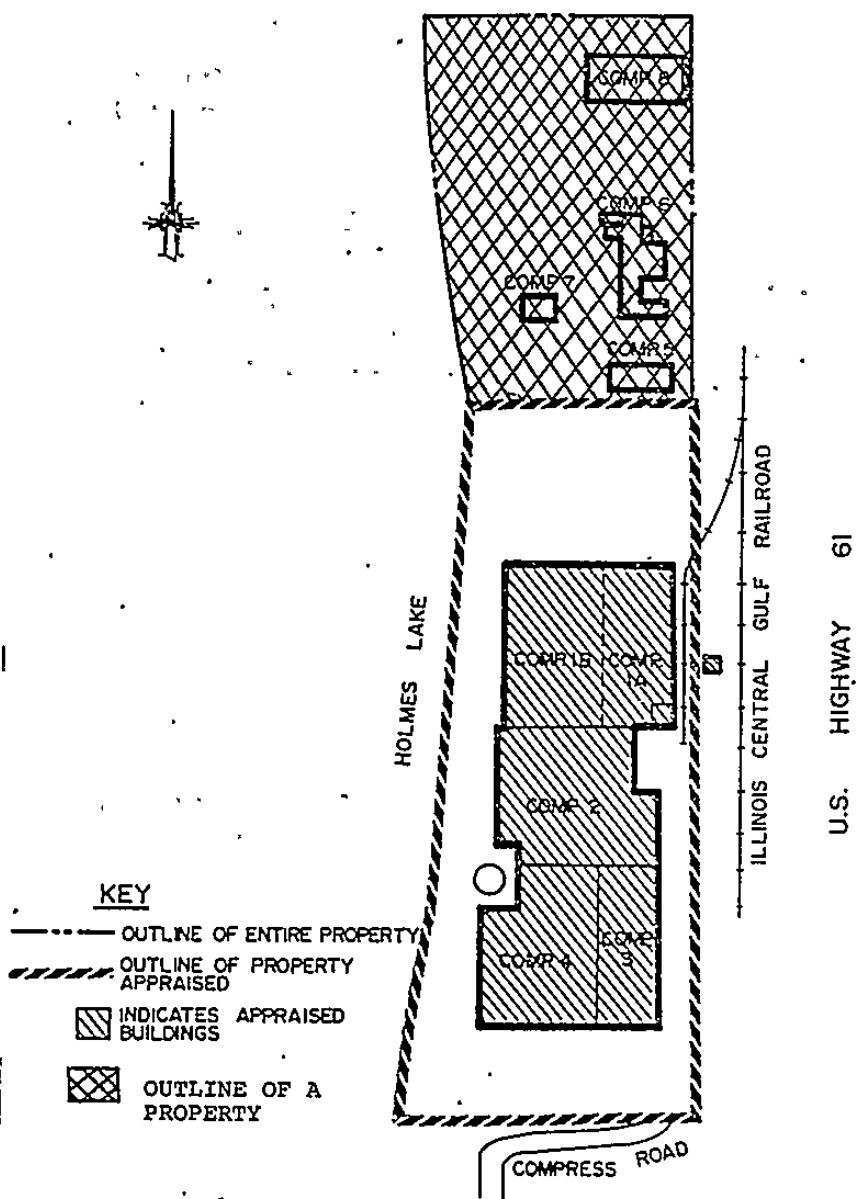
Parcel 5

A tract of land described as: Beginning at a point in the West line of the right-of-way of the Yazoo and Mississippi Valley Railroad Company, 1,042.5 feet South of the point where said West right-of-way line intersects the North line of Lot 34, in Section 1, Township 24 North, Range 6 West; run thence in a Southerly direction along said right-of-way line 661.5 feet, thence at right angles in a Westerly direction 25 feet; thence at right angles in a Northerly direction 115 feet; thence at right angles in a Westerly direction 430 feet to the center of the Holmes Lake Canal; thence in a Northerly direction along the center line of said canal 553 feet; thence in an Easterly direction 351 feet to the point of beginning, containing 5.1 acres.

Parcel 6

That part of Lot 39 in Section 1, Township 24 North, Range 6 West, described as: Commencing at the intersection of the West line of the right-of-way of the Yazoo and Mississippi Valley Railroad Company with the North line of Lot 39 in Section 1; thence South 250.5 feet along the West line of said right-of-way, thence West perpendicular to said right-of-way, 25 feet to the point of beginning of the tract herein described; thence continuing West perpendicular to said right-of-way, 310 feet; thence South parallel with said right-of-way, 34 feet; thence in a Northeasterly direction 315.5 feet to the point of beginning, said tract being a triangular shaped tract and containing .12 of an acre.

Being the same property conveyed to Federal Compress & Warehouse Company by deeds recorded in Book M-29, page 417, in Book M-19, page 148, in Book M-19, page 599, and in Book M-11, page 506, all in the Office of the Chancery Court Clerk of Bolivar County, Mississippi.



Purchaser and Seller agree that the legal description of the entire tract of land to be sold known as Shelby, Mississippi appears on the preceding page. The tract of land has not been surveyed. The A Property is outlined as above indicated. Purchaser and Seller agree to accept the legal description of the A Property provided by the surveyor.

EXHIBIT B
B PROPERTIES

DUMAS, ARKANSAS
EARLE, ARKANSAS
HUGHES, ARKANSAS
LEPANTO, ARKANSAS
PINE BLUFF, ARKANSAS #4
PINE BLUFF, ARKANSAS #2
PORTLAND, ARKANSAS
WALNUT RIDGE, ARKANSAS
LAKE PROVIDENCE, LOUISIANA
NEWELLTON, LOUISIANA
TALLULAH, LOUISIANA
BOONEVILLE, MISSISSIPPI
CLARKSDALE, MISSISSIPPI #2
DREW, MISSISSIPPI
GREENWOOD, MISSISSIPPI #2
JACKSON, MISSISSIPPI #2
NEW ALBANY, MISSISSIPPI #2
RIPLEY, MISSISSIPPI
SLEDGE, MISSISSIPPI
TUNICA, MISSISSIPPI
WEST POINT, MISSISSIPPI
CARUTHERSVILLE, MISSOURI
LILBOURN, MISSOURI
JACKSON, TENNESSEE #1
JACKSON, TENNESSEE #2
TIPTONVILLE, TENNESSEE

PRENTISS COUNTY

PARCEL 2

Part of the SW 1/4, section 10, T 5 S, R 7 E described as follows:

COMMENCING at the NW corner of said 1/4 and run thence south 640.28 feet; thence east 206.38 feet to the true point of beginning. Run thence S 79° 48' 36" E with a firewall 182.61 feet to the railroad row; thence southwesterly with said row 560.0 feet; thence west 121.84 feet; thence N 0° 09' 18" E 506.10 feet; thence S 89° 03' 30" E 47.0 feet; thence N 1° 50' E 75.22 feet to the point of beginning.

Containing 2.23 acres

M-8-(a)
R.D.

Coahoma County, Mississippi

(Plant 2) Clarksdale

Beginning at the point where the Southern line of the right-of-way of the Yazoo & Mississippi Valley Railroad Company intersects the line running north and south through the center of Section 23, T27N, R1W, run thence south 638.77 feet to a stake, thence North 65 degrees 24 minutes east 752.95 feet to a stake; thence north 37.97 feet; thence north 65 degrees 34 minutes east 490 feet (prior deed call — north 65 degrees 21 5 minutes east 504.1 feet) to the west line of Madison Avenue in The City of Clarksdale, thence in a northerly direction along the west line of Madison Avenue 560.5 feet (prior deed call — 533 feet, more or less) to a point in the southern line of the right of way of said railroad, thence south 65 degrees 24 minutes west along said right of way line 1,108.7 feet to the point of beginning, containing 15.50 acres, being parts of Lots 6 and 8 in Section 23, Township 27, North, Range 4 West, and being the same property conveyed by Walter P. Holland to Peoples Compress Company by deed dated September 29, 1919 and recorded in Book 56, Page 545 of the records of Coahoma County at Clarksdale; and also,

Six acres in Sectional Lot Nine, Section Twenty-three, Township Twenty-Seven, North, Range Four West, described as follows:

Beginning in the North and South center line of said Section Twenty-Three at its intersection with the South line of the right of way of the Yazoo & Mississippi Valley Railroad Company's main-line, thence South along the said center line of said Section Twenty-Three aforesaid, Six Hundred Fifty-Eight and Seventy-Seven Hundredths feet to an iron pipe, thence South Sixty-Five degrees Twenty-Four minutes West, parallel with the main line of the Yazoo & Mississippi Valley Railroad, Four Hundred Thirty-Six and Eight tenths feet to an iron pipe, thence North Six Hundred Fifty-Eight and Seventy-Seven Hundredths feet to an iron pipe in the South line of the right of way of the Yazoo & Mississippi Valley Railroad Company, thence North Sixty-Five degrees and Twenty-Four minutes East along said right of way line aforesaid, Four Hundred Thirty-Six and Eight-Tenths feet to the point of beginning, containing six acres, more or less.

Being part of the property conveyed to Grantor or Grantor's predecessor in title by deed of record in Book 61, Page 328, and all of the property conveyed to Grantor or Grantor's predecessor in title by deed in Book 68, Page 521, all in the records of Coahoma County, Mississippi.

LESS AND EXCEPT THAT PART OF SECTIONAL LOT 9 OF SECTION 23, TOWNSHIP 27, NORTH, RANGE 4 WEST, COAHOMA COUNTY, MISSISSIPPI described as follows:

STARTING at the northwest corner of Block "B", Riverton Addition, City of Clarksdale, Mississippi; thence south 65 degrees 16 minutes west 66.06 feet to an iron stake marking the northeast corner of the Riverton Elementary School site and which is also the southwest corner of the intersection of Washington Avenue with Walnut Street; thence north 24.04 feet along the west side of Washington Avenue to a point which is the Point of beginning; thence south 65 degrees 24 minutes west 436.8 feet along the south side of the Federal Compress property to the southwest corner thereof; thence North 40.90 feet along the west side of said Compress property to a point; thence north 65 degrees 16 minutes east 238.06 feet along a line parallel to and 60 feet perpendicular distance from said school property to a point; thence south 24 degrees 44 minutes east 20 feet to a point; thence north 65 degrees 16 minutes east 190 feet to a point; thence south 20 feet along the west side of said Washington Avenue to the point of beginning, and containing 0.29 acre.

M:12-1-100
R. D.

Sunflower County, Mississippi

Drew

Parcel 1

Beginning at a point on the East and West centerline of Section 5, Township 22 North, Range 3 West, Sunflower County, Mississippi, 100 feet East of the intersection of said line with the east line of the right-of-way of the Yazoo & Mississippi Valley Railroad Company (such point is also the north-east corner of the negro church lot 50 x 100 feet) and running thence South 13° West 50 feet thence West 100 feet to the east line of the right-of-way of said railroad company; thence South 13° West 200 feet to the north line of the right-of-way of Ruleville-Drew concrete road; thence South 77° East 40 feet; thence South 13° West 1 foot; thence East 838.814 feet; thence North 13° East 260 feet to said line running East and West through the center of said Section 5, thence West 779.814 feet to the point of beginning, being a part of the $N\frac{1}{2}$ of $N\frac{1}{2}$ of $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 5, Township 22 North, Range 3 West, containing 5 acres, more or less.

Parcel 2

Commence on the center section line east and west of Section 5, Township 22 North, Range 3 West, Sunflower County, Mississippi, 50 feet East of the centerline of the right-of-way of the Yazoo & Mississippi Valley Railroad Company running through the Town of Drew, Mississippi, and at right angles thereto; thence South parallel with the center of the railroad 13° West a distance of 260 feet; thence East 40.6 feet to the point of beginning; thence South 13° West parallel with the center of said railroad 260 feet; thence East 882.28 feet; thence North 3° 10' East 233.57 feet; thence West 838.14 feet to the point of beginning and containing 5 acres, more or less, located in the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 5, Township 22 North, Range 3 West.

Parcel 3

Commencing at the intersection of the center section line east and west of Section 5, Township 22 North, Range 3 West, Sunflower County, Mississippi, with the western boundary line of the right-of-way of Highway No. 49W; thence run in a Southwestern direction parallel with and along the western boundary line of said Highway No. 49W a distance of approximately 427 feet to the intersection of said right of way with the eastern boundary line of the property heretofore conveyed by deed from Mrs. R. K. Sage and husband, R. K. Sage, thence run North 3° 10' East 97 feet; thence run North 13° East 260 feet to the center section line east and west of said Section 5, Township 22 North, Range 3 West; thence East along and on said center section line a distance of approximately 185.4 feet to the point of beginning, said property being located in the $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 5, Township 22 North, Range 3 West.

Parcel 4

Commencing at the southwest corner of the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 5, Township 22 North, Range 3 West, Sunflower County, Mississippi, thence run East on said $S\frac{1}{4}$ section line a distance of 100 feet to the intersection with the west boundary line of the right of way of Highway No. 49W thence run in a Northeasterly direction parallel with and along the west boundary line of said right of way of said Highway No. 49W a distance of 1,111 feet; thence run due West a distance of 769 feet to the western boundary line of the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 5; thence run due South along and on said western boundary line of said $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of said Section 5, a distance of 882 feet to the point of beginning and containing 7 acres, more or less, and located in $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 5, Township 22 North, Range 3 West.

Parcel 5

The following lot or parcel of land in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 22 North, Range 3 West, Sunflower County, Mississippi, described by metes and bounds as follows: Beginning at a stake at the west line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 5, Township 22 North, Range 3 West, said stake being located 632 feet North of the southwest corner of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 5, and running thence North, along and on said west line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 5, a distance of 100 feet to a stake; run thence East parallel to the south line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 5, a distance of 684.6 feet, more or less, to a stake in the west line of the right of way of U. S. Highway No. 49W; run thence in a southwesterly direction along and on said east boundary line of said U. S. Highway No. 49W, a distance of 127.2 feet, more or less, to a stake located on a line projected East from the point of beginning and parallel to said south line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 5; run thence West, parallel to said south line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 5, a distance of 595.9 feet, more or less, to a stake, the point of beginning.

LESS AND EXCEPT THE FOLLOWING TWO PARCELS:**Parcel 1**

A strip of land along the east right-of-way of the Yazoo & Mississippi Valley Railroad North from concrete highway railroad crossing said strip of land being conveyed for street purposes only. Begin at an iron marker on the half section line east and west through Section 5, Township 22 North, Range 3 West, Sunflower County, Mississippi, said marker being in the eastern right-of-way of the Yazoo & Mississippi Valley Railroad and the northwest corner of the negro church lot; run thence South 13° West 50 feet along the right-of-way to the southwest corner of the negro church lot and to the point of beginning; thence East 41 feet along the south line of the negro church lot; thence South 13° West parallel with the right-of-way of the Yazoo & Mississippi Valley Railroad a distance of 210 feet; thence North 77° West 40 feet to a point in the right-of-way of the Yazoo & Mississippi Valley Railroad; thence North 13° East a distance of 200 feet along the said right-of-way to the point of beginning located in the South $\frac{1}{2}$ of Section 5, Township 22 North, Range 3 West, and containing .18 acres, more or less.

Parcel 2

For the use of the State Highway Department a strip of land 120 feet in width extending through, over, on and across that part of the SE $\frac{1}{4}$ of Section 5, Township 22 North, Range 3 West, containing 0.15 acres, more or less, more particularly described as a strip of land extending within 60 feet right and 60 feet left from the centerline and beginning at Station about 271 + 43 and ending at Station about 271 + 90 of a proposed highway as now surveyed and shown by the plans for said highway on file in the office of the State Highway Department in Jackson, Mississippi, and known as Federal Aid Project no. 96 Reop. between Drew and Tutwiler and said plans are hereby especially referred to and made a part hereof by record.

Including the reversionary interest, if any, in and to excepted Parcel No. 1, if said excepted Parcel No. 1 ever ceases to be used for street purposes or is abandoned as a street.

For source of title reference is made to deeds recorded in Book K-7, Page 177, in Book M-7, Page 565, in Book O-9, Page 349, in Book A-10, Page 89, in Book K-11, Page 539, and in Book K-11, Page 542; and for part previously sold to those deeds recorded in Book Q-7, Page 201, in Book U-S, Page 83, all references being to the records in the Office of the Chancery Court Clerk of Sunflower County, Mississippi.

All of the foregoing describes all of the property conveyed to Bi-State Cotton Compress Corp.

ALSO LESS AND EXCEPT the tract conveyed to Southwide Capital Corporation and described as:

Beginning at the SE corner of the Bi-State Cotton Compress Corp. property, as a point of beginning; thence northeastwardly along the west line of U.S. Highway 49-W 255' more or less to a point of intersection with a line parallel to and 40' south of the south wall of Compress Building; thence following said line westwardly with an interior angle of 52°-28' 7/16' more or less to a point on the east line of South Front Street; thence southwestwardly following said east line 86' to a point; thence South 131.7' to a point; thence in an eastward direction with an interior angle of 90°-27' a distance of 612' to the point of beginning and containing an area of 3.27 more or less.

M-13-(a)
R. D.

Leflore County, Mississippi

(Plant # 2) Greenwood

Parcel 1

The Federal Compress and Warehouse Company property in Greenwood, Leflore County, Mississippi, known as Plant No. 2, and more particularly described as follows:

Beginning at the intersection of the east line of the right of way of the Illinois Central Railroad (formerly the Yazoo and Mississippi Valley Railroad) with the north boundary line of Section 15, Township 19 North, Range 1 East, Leflore County, Mississippi (said Section line being also described as the south line of Carrollton Avenue); thence east along said Section line 330.1 feet (prior deed call-373.3 feet) to the west line of Avenue "F" North, said point being also described as the intersection of the south line of Carrollton Avenue with the west line of Avenue "F" North; thence South along the west line of Avenue "F" North 327.1 feet to a point, the northeast corner of Lot 1, Block 21 of the Henry Addition to the City of Greenwood, Mississippi, as shown by Map of said Addition recorded in Plat Book 1, Page 12, of the Records of Maps of Leflore County, Mississippi; thence west along the north line of Lots 1, 3, 4, 5 and 6, Block 21, Henry Addition, 300 feet to the northeast corner of Lot 7, Block 21; thence south along the line dividing Lots 6 and 7, a distance of 7 feet to a point; thence east and parallel to the north line of Lot 6 a distance of 50 feet to a point in the line dividing Lots 5 and 6, Block 21, Henry Addition; thence south along said dividing line 93 feet to a point in the north line of Longino Street, the southwest corner of Lot 5, Block 21, Henry Addition; thence west along the north line of Longino Street 199 feet to a point, the southwest corner of Lot 9, Block 21, Henry Addition; thence south along the west line if projected south of the said Lot 9, and along the west line of Roosevelt Street North 150 feet to a point, the northeast corner of Lot 17, Block 23, Henry Addition; thence west along the north line of Lots 17, 16, and 15, Block 23, Henry Addition, 150 feet to a point, the northwest corner of Lot 15; thence south on the line dividing Lots 14 and 15, a distance of 100.0 feet to the north line of Vardaman Street East; thence west along the north line of Vardaman Street East 347 feet to the intersection of the north line of Vardaman Street with the east line of the Illinois Central Railroad right of way, said point being 50 feet from the center line of the main tract of said railroad, when measured at right angles thereto; thence northeasterly along the east line of said right of way 224 feet to a point; thence along said railroad right of way southeastwardly 50 feet to a point, said point being 100 feet from the center line of the main tract of said railroad when measured at right angles thereto; thence northeastwardly along the east line of said railroad right of way to the point of beginning.

Parcel 2

- (a) The north 6 feet of Lots 1, 3, 4, 5 and 6 of Block 21, Henry Addition to the City of Greenwood.
- (b) A triangular parcel described as follows:

Beginning at the northeast corner of Lot 8, Block 23, Henry Addition to the City of Greenwood; thence northeasterly along the western line of Parcel 1 hereinabove described a distance of 255 feet, more or less; thence southwesterly 260 feet more or less to a point in the Illinois Central Railroad right of way, said point being 50 feet from the center of the main track of said railroad; when measured at right angles thereto; thence southeasterly along the northern boundary of Lot 8, Block 23, Henry Addition, 50 feet to the point of beginning.

- (c) Right of way for spur and switching railroad track serving the above described Compress and Warehouse described as follows in Deed of Conveyance dated February 6, 1914, recorded in Book 42 at Page 396 of the Land Deed Records of Leflore County, Mississippi (said right of way being upon the following described property):

GREENWOOD, MISSISSIPPI

(cont'd)

All that part of Block 7 of the Johnson Survey to the City of Greenwood, Mississippi, lying North of the right of way of the Southern Railway Company.

All that part of Block 8 in the Johnson Survey to the City of Greenwood, Mississippi, lying North of the right of way of the Southern Railway Company, now occupied by the right of way of the Yazoo and Mississippi Valley Railroad Company's Spur Track running from the Yazoo and Mississippi Valley Railroad Company's Track to the Leflore Compress and Storage Company's Compress and which said Spur Track is more particularly described as being six feet on each side of the center line of said Spur Track which said center line is as follows. — Begin at a point on the North line of said Block 8 which said point is 89 feet East of the Northwest corner of said Block and 40 feet south and 32 feet west of the Southwest corner of Block 5 of the Johnson Survey to the City of Greenwood, and run thence Southeasterly on a 16 degree curve 134 feet to end of curve which is 9.4 feet south of the north line of said Block 8; run thence north 89 degrees 55 minutes East 196 feet to a point on the East line of said Block 8 which is 8.2 feet south of the northeast corner of said Block 8.

All that part of Block 22 in the Douglas Part of the City of Greenwood now occupied by the right of way of the Yazoo and Mississippi Valley Railroad's Spur Track, which said Spur Track is the same as hereinbefore mentioned, and which right of way is described as being six feet on each side of the center line of said Spur Track, and which said center line is as follows — Begin at a point on the north line of said Block 22 which said point is 45 feet south, 76 degrees west of the northeast corner of said Block 22 and 113 feet north 76 degrees east of the intersection of the center line of the Yazoo and Mississippi Valley Railroad with the North Boundary line of said Block 22 and run thence Southeasterly on a 16 degree curve 151 feet to a point on the east line of said Block 22 which said point is 141 feet south 14 degrees East of the Northeast corner of said Block 22.

M-17(a)
R. D.

Hinds County, Mississippi

(Plant 2) Jackson

Being a part of that property heretofore conveyed to Bi-State Cotton Compress Corp. and now described as:

A certain parcel of land situated in Lot 3 of Section 15, T5N, R1E at Jackson, First Judicial District of Hinds County, Mississippi, lying east of the eastern right-of-way line of the property of the Illinois Central Railroad Company, south and west of the southern right-of-way line of U. S. Highway No. 80 and west and north of the western and northern right-of-way line of Federal Aid Project No. FL-001-2(5) and being more particularly described as follows:

Begin at an iron stake on the eastern right-of-way line of the property of the Illinois Central Railroad Company (formerly the Gulf and Ship Island Railroad) which point is a distance of 1688.4 feet measured south $89^{\circ} 42' 30''$ east from the northeast corner of Section 15 (formerly marked with an old iron rail monument) T5N, R1E, Hinds County, Mississippi (said point of beginning is a distance of 7.1 feet measured south $15^{\circ} 34' 45''$ east from a highway right-of-way concrete monument), run thence south $15^{\circ} 34' 45''$ east along the eastern right-of-way line of the property of the Illinois Central Railroad Company, formerly the Gulf and Ship Island Railroad (said eastern right-of-way line being a line 50 feet measured easterly at right angles from and parallel with the centerline of the old G & SRR track) for a distance of 640.73 feet to a point; thence North $71^{\circ} 25' 15''$ E 370', more or less to a point; thence North $42^{\circ} 25' 12''$ W 42.54' to a point; thence north $15^{\circ} 34' 45''$ west for a distance of 434.6 feet to an iron stake; thence north $57^{\circ} 43' 45''$ west for a distance of 56.6 feet to an iron stake; thence south $89^{\circ} 03' 15''$ west for a distance of 46.1 feet to an iron stake, which point is a distance of 90 feet measured southwesterly at right angles from the centerline of U. S. Highway No. 80, as the same is now (February, 1969) constructed; thence north $78^{\circ} 24' 45''$ west along a line which is a distance of 90 feet measured southwesterly at right angles from and parallel with the centerline of said U. S. Highway No. 80 for a distance of 174.6 feet to an iron stake, run thence south $89^{\circ} 54'$ west for a distance of 116.5 feet to the point of beginning. (All bearings are true.)

Together with all of the property acquired from The Federal Company (formerly conveyed by the Mississippi State Highway Department at Book 1820, Page 379) and described as:

Begin at the point of intersection of the South line of Section 10, Township 5 North, Range 1 East, with the present Westerly right of way line of the I.C.R.R.; from said point of beginning, run thence Northwesterly along said Westerly right of way line, a distance of 32 feet, more or less, to a line that is parallel with and 30 feet Northerly of the South line of said Section 10; thence North $89^{\circ} 42' 30''$ West along said parallel line a distance of 119 feet, more or less, to the Southeasterly edge of pavement of South West Street Extension; thence Southwesterly along said Southeasterly edge of pavement, a distance of 47 feet, more or less, to the South line of said Section 10, thence South $89^{\circ} 42' 30''$ East along the South line of said Section 10, a distance of 164 feet, more or less, to the point of beginning, containing 0.10 acres, more or less, and being situated in the Southwest $\frac{1}{4}$ of Section 10, Township 5 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi.

NEW ALBANY, MISSISSIPPI #2

BOOK 171 PAGE 658

M-20-(a)
R.D.

Union County, Mississippi

(Plant 2) New Albany

Begin at the Southeast Corner of the Southeast Quarter of Section (6) Township (7) Range (3) East, in Union County, Mississippi, and run thence North on the Section line 34 poles to a stake, thence North 86 degrees, 50 minutes, West 28.5 feet to a stake, thence North 5 degrees, 15 minutes East 131 feet for a beginning point; thence North 5 degrees 15 minutes East, 175 feet to a stake; thence due North 236.3 feet to a stake, thence North 81 degrees, 37 minutes, West 404 feet to a stake on Butler Avenue; thence South 4 degrees 20 minutes West, 412 feet to a stake; thence South 81 degrees 37 minutes East 423 feet to beginning point. All in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section (6) Township (7) Range (3) East, said county.

Being the same property conveyed to Grantor or Grantor's predecessor in title by deeds recorded in Book 45, page 370, and in Book 57, page 476, both in the records of Union County, Mississippi.

M-22
R.D.

Tippah County, Mississippi

Ripley

Five and nine-tenths (59) acres, more or less, in the Southeast Quarter of Section 23 in Township 4, Range 3 East, bounded as follows:

Beginning on the east boundary line of the Gulf, Mobile and Northern Railroad right of way, at the point of the southwest corner of that tract of land sold by W. R. Alvis to C. W. Smith, (which deed is recorded in the records of the said county in Land Deed Book No. 27, Page 408, reference to which is here made) and running from said point South 43 degrees east 25 rods, more or less, to the west side of the right of way of Public Highway No. 15; thence in a southwesterly direction with said highway right of way seventy (70) rods, more or less, to the northline of the J. D. Bell land; thence northwest with the line of said Bell land four and one-half (4½) rods, more or less, to the right of way of the said railroad company; thence along the east boundary of the said right of way of said railroad in a northeasterly direction sixty-four and one-half (64½) rods, more or less, to the starting point.

Less and except that part of said property conveyed by Federal Compress and Warehouse Company to State Highway Commission of the State of Mississippi by deed recorded in Book 43, Page 215, in the Office of the Chancery Court Clerk of Tippah County, Mississippi.

Being part of the property conveyed to Federal Compress and Warehouse Company by instrument of record in Book 33, Page 479, in the Office of the Chancery Court Clerk of Tippah County, Mississippi.

M-26
R. D.

Quitman County, Mississippi

Sledge

Situated in the north half of the south half of Section 25, Township 7 South, Range 10 West, in Quitman County, Mississippi:

To locate the point of beginning, commence at the point of intersection of the North Boundary Line of the south half of Section 25, Township 7 South, Range 10 West, with the East line of the right of way of the old Mississippi Highway No. 3, and proceed S 36° 45' W 760 feet, more or less, to the point of true beginning, which point lies due west of the southeast corner of the Compress Office; thence with the east line of old Mississippi Highway No. 3 517 feet, more or less, to a point; thence East 1659 feet to the west line of the right of way of Mississippi Highway No. 3; thence with the west line of Mississippi Highway No. 3 N 34° 30' E 517 feet, more or less, to a point which lies due east of the southeast corner of the Compress Office; thence West 1109 feet, more or less, to a point 50 feet from the southeast corner of said compress office; thence north 50 feet; thence west 200 feet; thence south 50 feet; thence west 350 feet, more or less, to the point of true beginning. Containing 15.51 acres, more or less.

TUNICA, MISSISSIPPI
Tunica County, Mississippi

BOOK 171 PAGE 661

PARCEL II.

The following parcel of land in Tunica County, Mississippi, being part of that property conveyed to Federal Compress and Warehouse Company by deed recorded in Book D-3, Page 302 in the Chancery Court Clerks office in Tunica County, Mississippi and being part of the south half (S $\frac{1}{2}$) of Section Eight (8), Township five (5) South, Range 11 West lying East of the Right of Way of the Illinois Central Railroad Company property and west of U.S. Highway No. 61 and being more particularly described as follows:

Commencing at a railroad iron marker at the quarter section corner in the center of said Section 8; thence due west along the north line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 8 417.07 feet to a point on the east R.O.W. line of the Illinois Central Railroad Company property (100 foot R.O.W.), said point also being the northwest corner of the Tunica Gin Company property; thence S $7^{\circ} 24' 50''$ W along said east railroad R.O.W. line and along the west line of the Tunica Gin Company property 756.32 feet to the southwest corner of the Tunica Gin Company property and to a northwest corner of the above mentioned Federal Compress property; thence S $7^{\circ} 24' 50''$ W continuing along said east railroad R.O.W. line and along a west line of the Federal Compress property 879.56 feet to the POINT OF BEGINNING; thence S $89^{\circ} 3' 45''$ E along a line 25 feet north of and parallel to the north line of an existing warehouse 628.24 feet to a point in the west line of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 8; thence due south along the west line of said Southeast Quarter (SE $\frac{1}{4}$) 1071.19 feet to a point on the north R.O.W. line of County Road (50 foot R.O.W.); thence N $89^{\circ} 2' 46''$ W along the north line of said County Road 375.09 feet to a point; thence N $0^{\circ} 58' 36''$ E along the extension of the firewall of an existing warehouse 90.82 feet and continuing along the firewall of said warehouse 245.72 feet for a total distance of 336.55 feet to a point of the north line of said warehouse; thence N $89^{\circ} 55' 41''$ W along the north line of said warehouse 158.69 to the northwest corner of said warehouse; thence S $0^{\circ} 57' 01''$ W along the west line of said warehouse 56.80 feet to a point; thence due west along a line 10 feet south of and parallel to the south line of an existing shop building 202.72 feet to a point on the east line of the Illinois Central Railroad property (100 foot R.O.W.); thence N $7^{\circ} 24' 50''$ E along the east line of said railroad R.O.W. 802.03 feet to the POINT OF BEGINNING and containing 14.55 acres.

M-30
R. D.

Clay County, Mississippi

West Point

Being all of the following described property lying east of the centerline of the spur track of the Columbus and Greenville Railroad running through the below described tract containing 30 acres, more or less. The below described tract is a redescription of all of the property heretofore conveyed to Bi-State Cotton Compress Corp. in a thru parcel description, said thru parcel description being described by 1971 survey of Ellers & Reaves as follows:

Part of Lots one and two, Block Ninety, Ward Three, and Part of Block Eighty-Five, Ward Three, in the City of West Point, Clay County, Mississippi according to the C. L. Wood map of said City of West Point, more particularly described as follows:

Beginning at a point, said point of beginning being the intersection of the east R/W line of a Columbus & Greenville Railroad spur track (A. B. Norris short line spur) with the South line of Broad Street; thence easterly along the said south line of Broad Street which curves to the left and has a radius of 654.12 feet, 63.97 feet to a point said point being the point of tangent; thence N 76° 18' 41" E, continuing along the said south line of Broad Street, 147.0 feet to a point; thence easterly, along the said south line which curves to the right and has a radius of 237.15 feet, 183.10 feet to a point; thence S 59° 27' 10" E, continuing along the south line of Broad Street, 195.11 feet to a point; thence S 14° 22' 29" W, 353.68 feet to a point said point being in the Illinois Central Railroad Co. west R/W line; thence S 42° 24' 34" W, along said ICRR west line, 202.40 feet to a point; thence S 11° 50' 58" W, continuing along said ICRR west line, 98.34 feet to a point; thence S 42° 24' 34" W continuing along said ICRR west line, 360.65 feet to a point, said point being the intersection of the ICRR's west line and the Columbus & Greenville Railroad's north R/W line; thence S 55° 15' 11" W, along the C & G R R said north line, 39.77 feet to a point, said point being the intersection of the C & G R R north line with the aforementioned east line of a C & G R R spur track; thence northerly along said east line of a spur track, which curves to the left and has a radius of 393.06, 323.42 feet, thence N 20° 43' 06" W continuing along said east line, 26.29 feet to a point; thence continuing along said east line which curves to the left and has a radius of 563.96 feet, 181.0 feet to a point; thence N 0° 19' 34" W continuing along said east line 436.09 feet to the point of beginning and containing 7.80 acres.

Together with the right of access to and use of the boiler house situated on the property conveyed to Southwide Capital Corporation for so long as said building is used as a boiler house.

EXHIBIT C

C PROPERTIES

GLENDALE ARIZONA

PHOENIX, ARIZONA

FORT SMITH, ARKANSAS

LITTLE ROCK, ARKANSAS #2

LITTLE ROCK, ARKANSAS #3

MONROE, LOUISIANA

TUPELO, MISSISSIPPI

JACKSON, TENNESSEE #2

JACKSON, TENNESSEE #4

M-2S
R.D.

Lee County, Mississippi

Tupelo

Beginning at the intersection of the north line of Elizabeth Street (40 feet wide) and the east line of the right of way of the Gulf, Mobile and Ohio Railroad; thence north along the east line of said railroad right of way 1030 feet, more or less, to the south line of an east-west street (40 feet wide); thence east along the south line of said forty-foot street 346.5 feet, more or less, to the southwest line of the right of way of the St. Louis and San Francisco Railroad; thence southeast along the southwest line of the St. Louis & San Francisco Railroad right of way 1154.4 feet, more or less, to the intersection of said railroad right of way with the present north line of Elizabeth Street; thence west along the present north line of Elizabeth Street 1066.5 feet, more or less, to the point of beginning, all as shown on survey of Jas. B. Lawson, dated January, 1946.

It is intended, notwithstanding any errors in the above description, to include only Parcels 1, 2, and 4, as described in Book 249, page 301, and the property described in Book 150, page 604, less and except that property which was conveyed by Tupelo Compress Company to Kansas City, Memphis and Birmingham Railroad Company by deed in Book 184, page 362, and also less and except that property conveyed to the City of Tupelo by deed in Book 635, page 335, all references being to the office of the Chancery Clerk of Lee County, Mississippi.

EXHIBIT D
D PROPERTIES

- GLENDALE, ARIZONA
- PICACHO, ARIZONA
- BLYTHEVILLE, ARKANSAS #1
- BLYTHEVILLE, ARKANSAS #2
- DUMAS, ARKANSAS
- ENGLAND, ARKANSAS
- MARIANNA, ARKANSAS
- MARKED TREE, ARKANSAS
- MARVELL, ARKANSAS #1
- MARVELL, ARKANSAS #2
- MCCRORY, ARKANSAS
- MCGEHEE, ARKANSAS
- NEWPORT, ARKANSAS
- OSCEOLA, ARKANSAS
- PINE BLUFF, ARKANSAS #2
- PINE BLUFF, ARKANSAS #3
- PORTLAND, ARKANSAS
- SEARCY, ARKANSAS
- TRUMAN, ARKANSAS
- BAKERSFIELD, CALIFORNIA
- BATESVILLE, MISSISSIPPI
- BELZONI, MISSISSIPPI
- CANTON, MISSISSIPPI
- CARTHAGE, MISSISSIPPI
- CLARKSDALE, MISSISSIPPI #1
- CLEVELAND, MISSISSIPPI
- COMO, MISSISSIPPI
- CORINTH, MISSISSIPPI
- GREENWOOD, MISSISSIPPI #1

GRENADA, MISSISSIPPI
HOLLY SPRINGS, MISSISSIPPI
INVERNESS, MISSISSIPPI
JACKSON, MISSISSIPPI
MARKS, MISSISSIPPI
NEW ALBANY, MISSISSIPPI #1
OKOLONA, MISSISSIPPI
RULEVILLE, MISSISSIPPI
SHAW, MISSISSIPPI
SHELBY, MISSISSIPPI
TUNICA, MISSISSIPPI
YAZOO CITY, MISSISSIPPI
CARUTHERSVILLE, MISSOURI
HAYTI, MISSOURI
SIKESTON, MISSOURI
BROWNSVILLE, TENNESSEE
COVINGTON, TENNESSEE
DYERSBURG, TENNESSEE
MEMPHIS, TENNESSEE
BODLEY PLANT
MEMPHIS, TENNESSEE
S.W.D.P. (EAST)
RIPLEY, TENNESSEE
TEXARKANA, TEXAS

ABERDEEN, MISSISSIPPI

BOOK 171 PAGE 667

Monroe County

PARCEL II: BEGINNING at the Northeast Corner of Block 39, "New" Aberdeen, Monroe County, Mississippi being the Point of Beginning. Run thence South 0 degrees 30 minutes West 410.00 feet along the West right-of-way of Meridian Street to a point; run thence South 88 degrees 54 minutes West 639.70 feet to a point; run thence North 0 degrees 30 minutes East 410.00 feet to a point; run thence North 88 degrees 54 minutes East 639.70 feet to the Point of Beginning. All lying in Block 39, "New" Aberdeen, Monroe County, Mississippi and containing 6.02 acres, more or less.

D M-1

BATESVILLE, MISSISSIPPI

M-3
R. D.

Panola County, Mississippi

Batesville

Being the easterly part of Parcel 2 heretofore conveyed to Bi-State Cotton Compress Corp., situated in the Second Court District of Panola County, Mississippi, and now described as:

To locate the point of beginning, commence on a point on the west boundary of Section 17, T25. R7W 818.5 feet south of the Northwest corner of said Section 17, said point being on the right of way line of U. S. Highway No. 6, and proceed thence westerly with the margin of said highway a distance of 100 feet to the point of beginning; thence from said point of beginning at right angles to said Highway 510 feet more or less to the northerly margin of the right of way of the Old Batesville & Southwest Railroad; thence N 73° 30' E, 1147 feet, more or less, to the westerly margin of County Poorhouse Road; thence with said roadway N 15° E 431.5 feet; thence N 75° W 40 feet to the south boundary of U. S. Highway No. 6; thence westerly with the south boundary of said highway, a distance of 1388 feet, more or less, to the point of beginning.

Together with an easement for spur track granted by J. D. Vance unto Federal Compress & Warehouse Company.

"LESS AND EXCEPT the following described parcel: Being parts of Sections 17 and 18, Township 9 South, Range 7 West, Panola County, Mississippi, more particularly described as follows:

BEGINNING at the point of intersection of the west line of Section 17 (being also the east line of Section 18) with the south right of way line of Mississippi Highway No. 6, said beginning point being 818.5 feet south of the northwest corner of Section 17; running thence North 72 degrees 56 minutes east along the south right of way line of Mississippi Highway No. 6 a distance of 87.63 feet as measured along the chord of a slight curve to the right to an iron pin; thence south 16 degrees 30 minutes east, 515.27 feet to an iron pin in the north right of way line of the Old Batesville and Southwestern Railroad (abandoned); thence south 73 degrees 30 minutes west along said right of way line, passing the west line of Section 17 at a distance of 240 feet, and continuing an additional 689 feet for a total distance of 929 feet to an iron pin; thence due north a measured distance of 521.78 feet (deed call 530 feet) to an iron pin in the south right of way line of Mississippi Highway No. 6; thence north 72 degrees 20 minutes east along said right of way line a measured distance of 693.33 feet as measured along the chord of a slight curve to the right to the point of beginning. Containing 9.96 acres of land.

Nothing in this endorsement shall be construed to change the description as written, except the above mentioned addition thereto.

M-4
R.D.

Humphreys County, Mississippi

Belzoni

Parcel 1

Beginning at a point 654.2 feet South and 1091.2 feet West of the Northeast corner of Section 3, T15N, R3W, said point being the intersection of the North line of Compress Street (shown as First Street on the Plat of the West Side Addition) and the West line of Railway Avenue, run thence North S5 degrees 10 minutes West 425.6 feet along the North line of said Compress Street to the intersection of the West line of Briley Avenue; thence South 5 degrees 30 minutes East 65.0 feet along the West line of said Briley Avenue to the toe of a levee; thence South 84 degrees 20 minutes West 197.8 feet along the toe of said levee; thence South 84 degrees 20 minutes West 84.0 feet to the center of a ditch; thence North 14 degrees 55 minutes East 208.1 feet along the center of said ditch; thence North 12 degrees 20 minutes West 229.0 feet along the center of said ditch; thence North 2 degrees East 84.0 feet along the center of said ditch; thence North 8 degrees 37 minutes West 167.0 feet along the center of said ditch to the South right-of-way of Mississippi Highway No. 12; thence South 85 degrees 57 minutes East 518.0 feet along the South right-of-way of said Mississippi Highway No. 12 to a fence marking the west line of the Standard Oil Company lot; thence South 0 degrees 16 minutes East 83.0 feet along said fence; thence North 89 degrees 54 minutes East 113.2 feet along said fence to the West line of Railway Avenue, thence South 15 degrees 58 minutes East 184.1 feet along the West line of said Railway Avenue; thence South 5 degrees 30 minutes East 350.0 feet along the West line of Railway Avenue to the point of beginning, containing 7.37 acres in the City of Belzoni, Mississippi, and 1.52 acres in Lot 2, Section 3, T15N, R3W, being a total of 8.89 acres in Lots 1 and 2, Section 3, T15N, R3W, Humphreys County, Mississippi.

Parcel 2

Beginning at a point 52.1 feet North and 1208.4 feet West of the Southeast corner of Section 34, T16N, R3W, said point being the intersection of the West right-of-way of the Illinois Central Railroad and the North right-of-way of Mississippi Highway No. 12, run thence North 22 degrees 37 minutes West 145.2 feet along said Illinois Central Railroad right-of-way; thence North 23 degrees 39 minutes West 101.6 feet along said Illinois Central Railroad right-of-way; thence North 25 degrees 23 minutes West 136.8 feet along said Illinois Central Railroad right-of-way; thence North 38 degrees 53 minutes West 43.6 feet along said Illinois Central Railroad right-of-way; thence North 52 degrees 06 minutes West 79.2 feet along said Illinois Central Railroad right-of-way; thence North 58 degrees 32 minutes West 85.7 feet along said Illinois Central Railroad right-of-way; thence North 67 degrees 37 minutes West 63.8 feet along said Illinois Central Railroad right-of-way; thence North 75 degrees 37 minutes West 81.0 feet along said Illinois Central Railroad right-of-way; thence North 85 degrees 36 minutes West 91.7 feet along said Illinois Central Railroad right-of-way; thence North 88 degrees 58 minutes West 93.8 feet along said Illinois Central Railroad right-of-way to the center of a ditch; thence South 11 degrees 43 minutes East 224.8 feet along the center of said ditch; thence South 8 degrees 43 minutes East 312.0 feet along the center of said ditch to the North right-of-way of Mississippi Highway No. 12; thence South 88 degrees 57 minutes East 566.3 feet along the North right-of-way of said Mississippi Highway No. 12 to the point of beginning, containing 5.63 acres in the South 1/2 of the Southeast 1/4 of Section 34, T16N, R3W, Humphreys County, Mississippi.

Parcel 3

Beginning at a point 903.8 feet South and 1017.2 feet West of the Northeast corner of Section 3, T15N, R3W, said point being on the East line of Railway Avenue, run thence North 5 degrees 30 minutes West 246.0 feet along the East line of said Railway Avenue to the intersection of the North line of Compress Street (shown as First Street on the Plat of the West Side Addition); thence North 5 degrees 30 minutes West 336.0 feet along the East line of said Railway Avenue to the West right-of-way of the Illinois Central Railroad; thence South 17 degrees 52 minutes East 108.7 feet along said Illinois Central Railroad right-of-way; thence South 15 degrees 52 minutes East 195.4 feet along said Illinois Central Railroad right-of-way; thence South 14 degrees 24 minutes East 60.6 feet along said Illinois Central Railroad right-of-way; thence South 13 degrees 27 minutes East 141.9 feet along said Illinois Central Railroad right-of-way; thence South 12 degrees 26 minutes East 93.8 feet along said Illinois Central Railroad right-of-way; thence North 89 degrees 53 minutes West 100.0 feet to the point of beginning, containing 0.74 acres in the City of Belzoni, Mississippi, also being in Lot 1, Section 3, T15N, R3W, Humphreys County, Mississippi.

M-6
R. D.

Madison County, Mississippi

Canton

Parcel 1

Beginning at a point that is 247 feet east of the intersection of the south line of W. North Street with the east line of Chestnut Street, said point of beginning being on the south right of way line of said W. North Street, and from said point of beginning run thence south for 100 feet, thence running east for 15.5 feet, thence running south for 58.5 feet, thence running east for 11.0 feet, thence running south for 27.6 feet, thence running east for 72.3 feet, thence running south for 55.0 feet, thence running south $87^{\circ}50'$ East for 61.5 feet, thence running south $12^{\circ}55'$ East for 169.0 feet, thence running south $79^{\circ}25'$ East for 37 feet to the west right of way of Illinois Central Railroad, thence running south $10^{\circ}35'$ West along the west right of way of the Illinois Central Railroad to its intersection with the north right of way of W. Peace Street, thence west along the north right of way of W. Peace Street to a point on the north right of way of W. Peace Street which is 70 feet east of the intersection of the north right of way of W. Peace Street and the east right of way of Chestnut (Canal) Street, thence running north 253.0 feet to a point, thence running west a distance of 57 feet to the east right of way of Chestnut (Canal) Street, thence running north along the east right of way of Chestnut (Canal) Street to the south right of way of west North Street, thence running east along the south right of way of W. North Street a distance of 122 feet, thence running south a distance of 100 feet, thence running east a distance of 80 feet, thence running north a distance of 100 feet, to the south right of way line of W. North Street, thence running east along the south right of way of W. North Street a distance of 45 feet to the point of beginning.

Parcel 2

Beginning at a point on the south right of way of W. North St. at its intersection with the west right of way of Chestnut (Canal) Street, thence running south along the west right of way of Chestnut (Canal) Street a distance of 558 feet to the north right of way of Franklin Street, thence running west along north right of way of Franklin Street a distance of 520 feet, thence running north a distance of 8 feet, thence running west along the north right of way of Franklin Street a distance of 42 feet, thence running north a distance of 292 feet, thence running south $89^{\circ}20'$ East a distance of 323 feet to a point which is 261 feet south of the south right of way of W. North Street, thence running north a distance of 261 feet to the south right of way of W. North Street, thence running east along the south right of way of W. North Street a distance of 241 feet to the point of beginning.

Parcel 3

All right, title and interest in and to (a) the easement for roadway purposes, 35 feet in width, granted to Grantor or Grantor's predecessor in title by unrecorded instrument, dated March 6, 1961, executed by George S. Walker, J. H. Lacey, and Toxey W. Hall, d/b/a Thomas-Walker-Lacey, reference to which is here made for all of the terms and provisions thereof; and (b) the reversionary interest, if any, in Chestnut Street, lying between the South line of West North Street, and the North line of Franklin Street.

CARTHAGE, MISSISSIPPI

M-7
R.D.

Leake County, Mississippi

Carthage

Parcel 1

A lot or parcel of land containing in all 4.45 acres, more or less, in the City of Carthage, Leake County, Mississippi, and being more particularly described as follows:

From a point that is described as being 413.6 feet North of the Southwest corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 12, Township 10, North, Range 7, East, run thence North 87 degrees 20 minutes East for 598.0 feet to the Northwest corner of the lot formerly owned by J. T. Peoples and Son, now owned by L. H. Sanders, et al, this being on the East margin of Pearl Street; thence continue from said point East for 50 feet, thence South for 72.0 feet, thence East for 120 feet to the POINT OF BEGINNING, And West line of the property of Federal Compress & Warehouse Company, being described herein; thence run North 3 degrees 30 minutes East for 54.5 feet to the Northwest corner of the lot being described; thence East for 367.6 feet; thence South 13 degrees 00 minutes East for 75 feet; thence North 77 degrees 00 minutes East for 100 feet to the west margin of the Old Carthage and Walnut Grove road; thence South 11 degrees 30 minutes east for 51.2 feet, measured along the West margin of said Old Carthage and Walnut Grove Road to its intersection with the North line of the Old Canton and Carthage Railroad right-of-way at a point that is 100 feet, measured at right angles from the center line of said old railroad right-of-way; thence running South 38 degrees 35 minutes West for 732.7 feet along the North right-of-way line of said Old railroad to the South line of the lot being described; thence run West for 68.7 feet; thence run North 3 degrees 30 minutes East for 614.1 feet to the established POINT OF BEGINNING of the property being described herein.

All being in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 12, Township 10 North, Range 7 East, City of Carthage, Leake County, Mississippi.

Being the same property conveyed to Federal Compress and Warehouse Company by deed recorded in Book 53, Page 241, of the records of Leake County, Mississippi.

To the extent that the above description includes an area greater than that set forth in prior deeds, to Federal Compress & Warehouse Company n/k/a The Federal Company, no warranties are made as to such excess area.

Parcel 2

The triangular parcel of land lying south of the above described parcel, bounded on the West by the western boundary of the above parcel, if extended south, on the east by the Canton & Carthage Railroad right of way, and on the north by the westernmost 68.7 feet of the south boundary of the above parcel.

CLARKSDALE, MISSISSIPPI #1

BOOK 171 PAGE 672

Coahoma County

PARCEL NO. 2

The following parcel of land in Coahoma County, Mississippi, being part of that property conveyed to Federal Compress and Warehouse Company, said parcel being a part of the property formerly conveyed to Peoples Compress Company by deeds recorded in Book 15, Page 19, and in Book 44, Page 571 in the Chancery Court Clerk's office in Coahoma County, Mississippi, and being a part of Lot Fourteen (14) in Section Twenty-Four (24), Township Twenty-Seven (27) North, Range Four (4) West, lying west of the Illinois Central Railroad Company Property. Said parcel being more particularly described, as follows:

Beginning at an iron pipe at the intersection of the south line of Twelfth Street (formerly Eleventh Street - 40 foot R.O.W.) and the west line of the Illinois Central Railroad (100 foot R.O.W.), thence S $26^{\circ}36'59''$ E, along said west line, a distance of 560.75 feet; thence S $66^{\circ}03'41''$ W, a distance of 838.65 feet to a point on the east line of Sunflower Avenue; thence along the east line of Sunflower Avenue the following calls: N $08^{\circ}24'10''$ W 77.91 feet; N $18^{\circ}19'22''$ W 68.62 feet; N $23^{\circ}52'16''$ W 59.95; and N $27^{\circ}43'14''$ W 139.57 feet; thence leaving the east line of Sunflower Avenue N $66^{\circ}03'41''$ E a distance of 258.70 feet; thence N $25^{\circ}51'34''$ E a distance of 214.25 feet to a point on the south line of Twelfth Street; thence N $65^{\circ}41'54''$ E, along said south line, a distance of 542.49 feet to THE POINT OF BEGINNING and containing 9.06 acres.

CLEVELAND, MISSISSIPPI

BOOK 171 PAGE 613

M-9
R.D.

Bolivar County, Mississippi

Cleveland

Parcel 1

That part of the Southwest Quarter of the Southwest Quarter of Section 21, Township 22 North, Range 5 West, and that part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 22 North, Range 5 West, Bolivar County, Mississippi, more particularly described as follows:

Beginning at a point on the South boundary line of Section 21, Township 22 North, Range 5 West, 299.2 feet East of the Southwest corner of said Section 21; thence East 213.7 feet to a stake; thence North 7° 15' East 300 feet to a stake; thence East 557 feet to a stake in the West line of the right-of-way of the Yazoo & Mississippi Valley Railroad Company (now Illinois Central Railroad Company); thence South 8° 30' West along said right-of-way line, 1,251.2 feet to a stake; thence North 69° 45' West 455.2 feet to a stake; thence North 1° East 155 feet to a stake, thence North 89° West 212 feet to a stake; thence in a Northerly direction along the East edge of the old Cleveland and Boyle Public Road 621.5 feet to the point of beginning, and being the same property conveyed to Federal Compress & Warehouse Company by Bolivar Compress Company by deed dated October 19, 1925, recorded in Book M-14, Page 106, in the Office of the Chancery Clerk of Bolivar County, Mississippi, at Cleveland, Mississippi, less and excepting therefrom the following described strip of land conveyed to the City of Cleveland, Mississippi, by Federal Compress & Warehouse Company by deed dated June 8, 1964, recorded in the Office of said Chancery Clerk in Book M-76, Page 205, being a strip of land 10 feet in equal width running parallel to and immediately North of the North line of Lot 1 of the Boyland Addition to Bolivar County, Mississippi, and also being a strip of land 10 feet in width off of the South boundary of the Federal Compress & Warehouse Company property lying between the East right-of-way line of Memorial Drive and the West right-of-way line of the Illinois Central Railroad, and more particularly described as follows: Beginning at the Northwest corner of Lot 1 of said Boyland Addition; thence run South 70° 55' East along the North line of said Lot 1 and along a fence for 474.5 feet to a point on the West right-of-way line of the Illinois Central Railroad; thence run North 8° 15' East along said West right-of-way line of said Railroad for 10.18 feet to a point, thence run North 70° 55' West along a line parallel to and 10 feet North of the North line of said Lot 1 for 475.69 feet to a point on the East line of Memorial Drive; thence run South 1° 51' West along the East line of Memorial Drive for 10.47 feet to the point of beginning

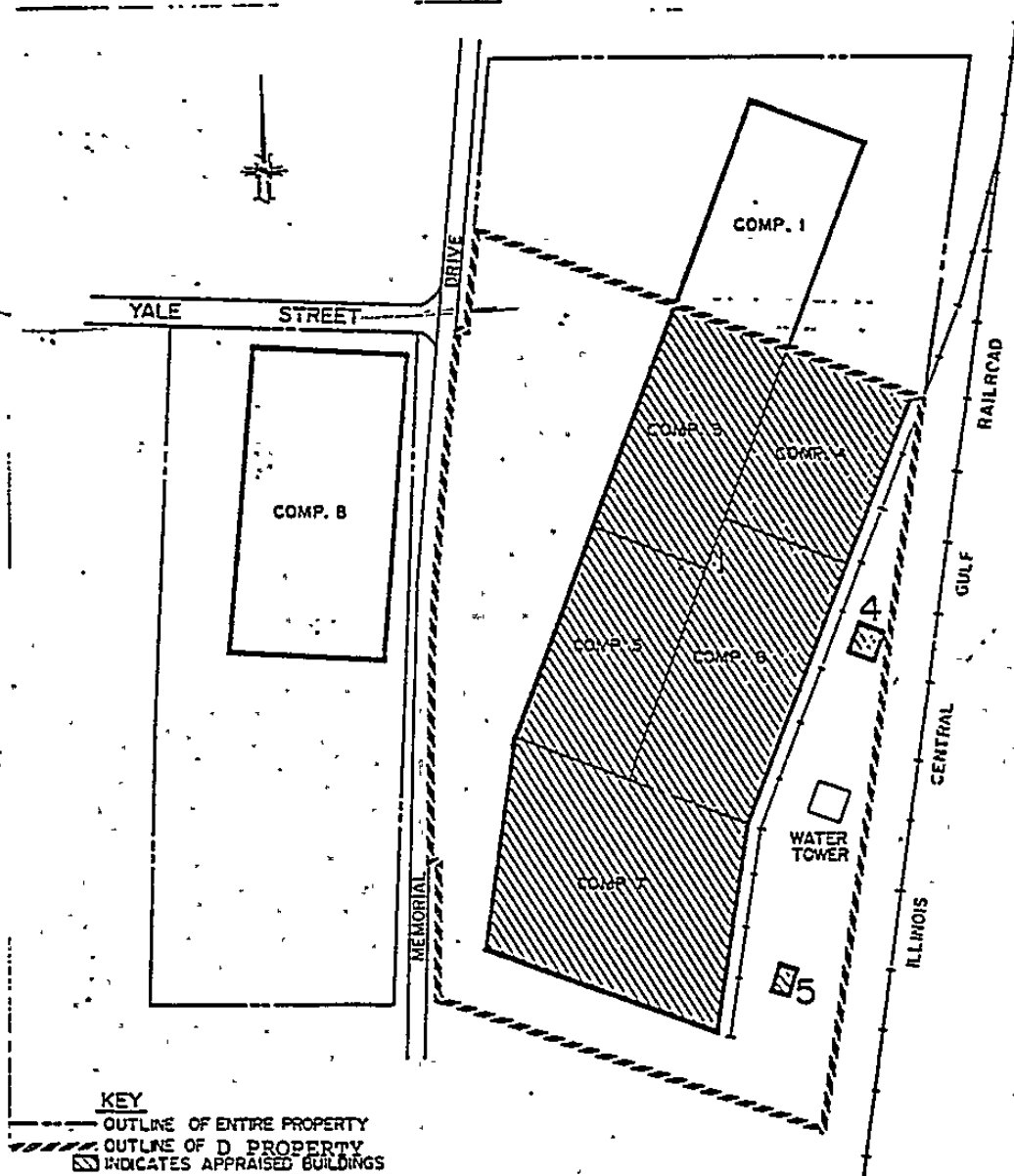
Parcel 2

That part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 22 North, Range 5 West, Bolivar County, Mississippi, more particularly described as follows:

Beginning at a point where the north line of Section 25 intersects the eastern edge of the old road leading from Cleveland to Boyle on the east bank of Jones Bayou, which point is 299.2 feet East of the northwest corner of Section 25, Township 22 North, Range 5 West, thence in a southerly direction along the eastern boundary line of said road, being the western boundary line of the land now owned by Federal Compress & Warehouse Corporation, a distance of 621.5 feet, thence west to the center of Jones Bayou; thence in a northerly direction along the center of Jones Bayou to its intersection with the north line of said Section 25; thence east to the point of beginning being the same property conveyed by Bolivar County, Mississippi, to Bolivar Compress Company, by deed dated July 7, 1924, recorded in Book M-13, page 241.

Being part of the property conveyed to Grantor or Grantor's predecessor in title by deed recorded in Book M-14, Page 106, in the office of the Chancery Court Clerk of Bolivar County, Mississippi in which deed Parcel 2 hereinabove described was inadvertently omitted.

CLEVELAND, MISSISSIPPI



Purchaser and Seller agree that the legal description of the entire tract of land to be sold known as Cleveland, Mississippi appears on the preceding page. The tract of land has not been surveyed. The D Property is outlined as above indicated. Purchaser and Seller agree to accept the legal description of the D Property provided by the surveyor.

D M-7-A

COMO, MISSISSIPPI
Panola County

BOOK 171 PAGE 675

PARCEL NO. 2

A parcel of land located in Como, Mississippi, being part of the Southwest quarter (SW $\frac{1}{4}$) of Section 28, Township 6 South, Range 7 West, being a part of the Southwide Capital Corporation property, being part of that property described in Book A-19, page 448 and Book A-44, page 54 in the Records of Deeds in the Sardis office of the Chancery Court Clerks office of Panola County, Mississippi, and being more particularly described as follows:

Commencing at the point of intersection of the west R.O.W. line of the Illinois Central Railroad (100 foot R.O.W.) with the north line of Compress Road (~ 50 R.O.W), said north line being described by previous deeds as being 15 feet north of the south line of said Section 28, said point also being the southeast corner of the lot formerly conveyed by Travis H. Taylor to the Como Canning Company; thence N 89° 50' 23" W along the north R.O.W. line of Compress Road and along the south line of the lot formerly conveyed to the Como Canning Company 209.0 feet to the POINT OF BEGINNING; thence N 89° 50' 23" W continuing along the north line of Compress Road 134.86 feet to a point; thence N 9° 59' 13" W along a line 42.425 east of and parallel to the east line of existing warehouse number 5 a distance of 203.97 feet to a point; thence S 79° 55' 39" W along the extension of and along the south line of an existing dock and continuing along the extension of the south line of said dock a total distance of 453.54 feet to a point; thence S 10° 59' 40" E along a line 50 feet east of and parallel to the east line of existing warehouse number 6 a distance of 40.56 feet to a point; thence S 79° 0' 11" W along a line 5 feet south of and parallel to the south line of existing warehouse number 6 a distance of 50.0 feet to a point on the extension of the east line of existing warehouse number 6; thence S 10° 59' 40" E along the extension of the east line of said warehouse number 6 a distance of 72.10 feet to a point on the north R.O.W. line of Compress Road; thence N 89° 50' 23" W along the north R.O.W. line of Compress Road 531.20 feet to the southwest corner of the Southwide Capital Corporation property; thence N 10° 03' 03" W along the west line of said Southwide Capital Corporation property and generally along an existing old fence line a distance of 660.0 feet to the northwest corner of said Southwide Capital Corporation property; thence S 89° 50' 39" E along the north line of said Southwide Capital Corporation property and generally along an existing old fence line a distance of 1385.16 feet (called 1386 feet) to the northeast corner of said Southwide Capital Corporation property, said point lying of the west R.O.W. line of said Illinois Central Railroad; thence S 10° 0' 0" E along the Illinois Central Railroad west R.O.W. line 451.0 feet to a point at the northeast corner of that property formerly conveyed to Como Canning Company; thence N 89° 50' 23" W along the north line of the property formerly conveyed to the Como Canning Company 209.0 feet to the northwest corner of said Como Canning Company property; thence S 10° 0' 0" E along the west line of said Como Canning Company property 209.0 feet to the POINT OF BEGINNING and containing 17.88 acres.

Alcorn County

Description - Parcel #1

A part of Block 413 of the Mitchell & Mask Survey of the City of Corinth, Alcorn County, Mississippi, described as beginning at the northeast corner of said Block 413; thence run in a westerly direction 25 feet more or less to the west side of Cox St.; thence run in a northly direction, along the west side of Cox St., 15 feet, more or less, to the south side of Allen Street, thence run S 76° 57' W, along the south side of Allen St., 498 feet to the east side of Shady Grove Road (now abandoned) and the true point of beginning; thence run in a southwesterly direction, along the east side of Shady Grove Road, 238.43 feet to the center of a firewall; thence run N 74° 38' 29" E 244.09 feet to another firewall center; thence run N 24° 48' 41" W along said firewall 237.54 feet, more or less, to the south side of Allen St.; thence run S 76° 57' 0" W, along the south side of Allen St. 140 feet, more or less, to the point of beginning.

M-13
R.D.

Leflore County, Mississippi

(Plant 1) Greenwood

Those certain lots or parcels of land located in the Madison Jones Addition to the City of Greenwood, Leflore County, Mississippi, as shown by Maps of said Addition recorded in Deed Book 12, at Page 562 and Deed Book 26, at Page 185, to-wit:

Parcel 1

Lots 5, 7 and 8 in Block 2 in said Madison Jones Addition

Parcel 2

Lots 9, 10 and 12 in Block 3 in said Madison Jones Addition

Parcel 3

All of Block 6 in said Madison Jones Addition lying south of the center line of Pelucia Creek

Parcel 4

All of Block 7 in said Madison Jones Addition

Parcel 5

All of Block 8 in said Madison Jones Addition

Parcel 6

All of Block 11 in said Madison Jones Addition

Parcel 7

All of Block 12 in said Madison Jones Addition

Parcel 8

All of Block 13 in said Madison Jones Addition which lies South of the center of Pelucia Creek

Parcel 9

Those certain parts of streets and avenues occupied by the Federal Compress & Warehouse Company Plant No. 1, to-wit:

(a) McLean Street, between the east line of Lot 11, Block 3, if extended south, and the west line of Avenue "D" North;

(b) That part of the North one-half of Jones Street between the east line of Lot 7, Block 2, if extended south, and the west line of Avenue "D" North;

(c) Avenue B from Jones Street to the north line of Block 3, if extended east;

(d) Avenue C from Jones Street to Pelucia Creek (Pelucia Bayou);

(e) McConnell Street, west of Avenue "D" North.

All of which streets located in the Madison Jones Addition, have been abandoned and vacated.

For prior source of title reference is made to deeds recorded in Book 58, Page 206, in Book 73, Page 149, in Book 65, Page 348, all in the office of the Leflore County Chancery Clerk, and to the ordinances of the City of Greenwood, Mississippi closing and vacating said streets and avenues.

Parcel 10

The east 18 feet of Lot 11, Block 3, Madison Jones Addition

Parcel 11

The east 13.5 feet of Lot 6, Block 2, Madison Jones Addition

Parcel 12

The unimproved Street lying immediately north of and adjacent to Block 3, Madison Jones Addition.

M-14
R.D.

Grenada County, Mississippi

Grenada

Parcel 1

The leasehold estate and all of the Grantor's right, title, interest, options, and privileges granted in that certain lease agreement dated September 23, 1964, between Illinois Central Railroad Company, as Lessor, and Federal Compress & Warehouse Company as Lessee, upon the following two parcels of property:

(a) Beginning at a point in the north line of Third Street in the City of Grenada 109 feet east of the center of the main track of the Illinois Central Railroad, and run thence in an easterly direction along the north line of Third Street 432 feet; thence in a northerly direction at right angles to Third Street 268 feet; thence in a westerly direction parallel to Third Street 432 feet; thence in a southerly direction 268 feet to the point of beginning.

(b) Beginning at a point in north line of Third Street 47 feet east of the center line of main track of said Railroad Company, and run thence in an easterly direction along north line of Third Street 11 feet, thence in a northerly direction at right angles to Third Street 263 feet; thence in an easterly direction parallel to Third Street 35 feet; thence in a northwesterly direction 60 feet to a point 8.5 feet west of the center line of the south end of the runaround track; thence in a northerly direction parallel to the center line of said runaround track 123 feet; thence in a westerly direction parallel with Third Street 30 feet to a point 8.5 feet east of the center line of the Compress track; thence in a southerly direction parallel with the center line of said Compress track 441 feet to the point of beginning.

Parcel 2

The leasehold estate and all of the Grantor's right, title, interest, options and privileges granted in that certain lease agreement dated September 15, 1885, between the City of Grenada, Mississippi, as Lessor, and Grenada Compress Company, as Lessee, said lease agreement being recorded in Book M, at Page 10, in the Office of the Chancery Court Clerk of Grenada County, Mississippi, said lease agreement covering certain portions of Wood Street in the City of Grenada, Mississippi, reference being here made to said lease agreement for a particular description of the property therein demised.

Parcel 3

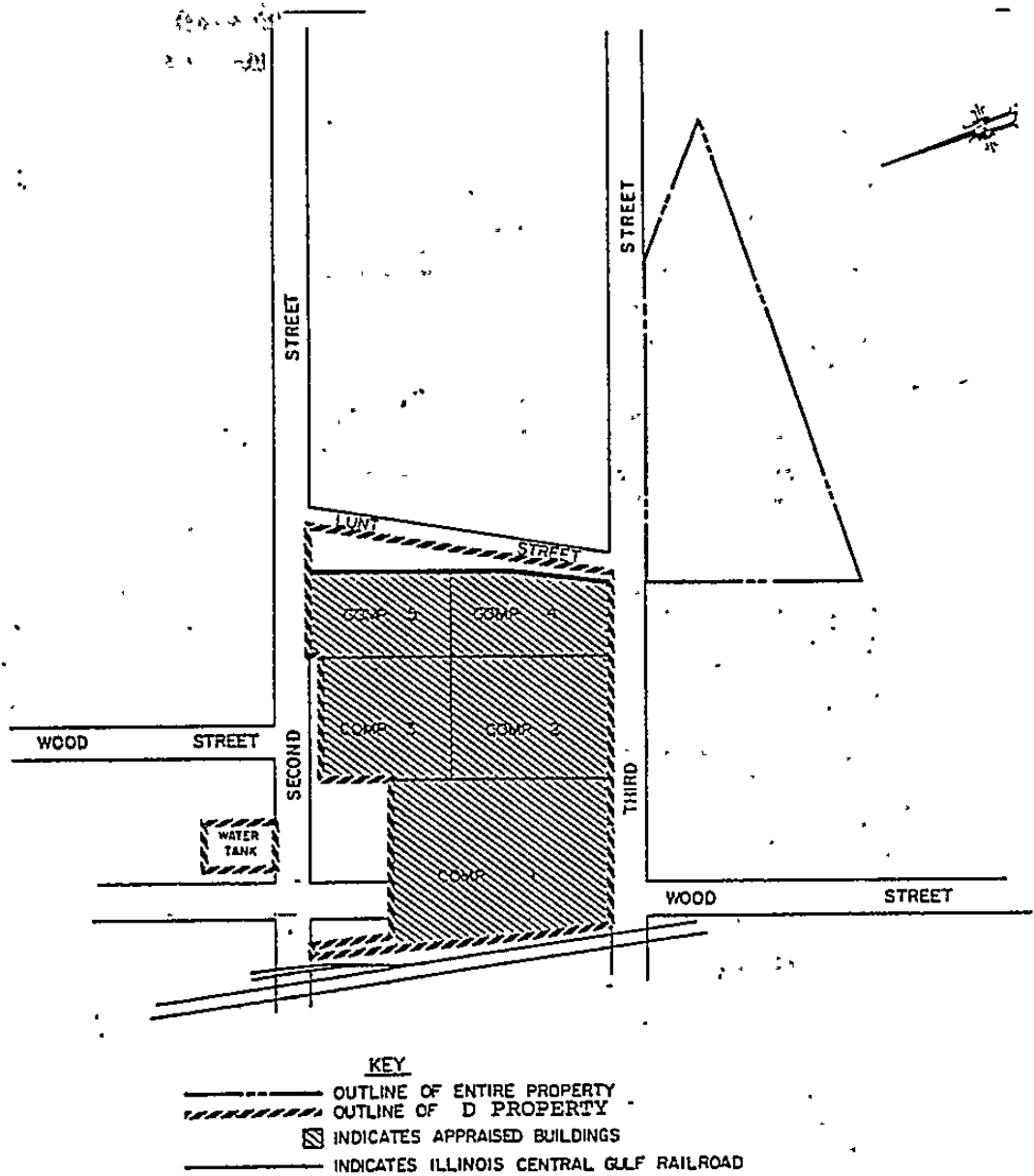
Part of Lot 221 of the original East Ward of the City of Grenada, Mississippi, more particularly described as follows:

Beginning at a point in the South line of Third Street 20.5 feet East of the Northwest corner of said Lot 221 original East Ward of the City of Grenada, Mississippi; running thence in a southerly direction at right angles to Third Street 300 feet (prior deed call—306.6 feet) to the South line of Section 8, Township 22 North, Range 5 East, said point being also in the South line of said Lot 221; thence East along the South line of Section 8 (being also the South line of said Lot 221) a distance of 857 feet, more or less, to a stake in the Southeast corner of said Lot 221; thence in a northerly direction at right angles to Third Street 39 feet, more or less, to the South line of Third Street, as said street appears originally designated on the official map of the City of Grenada; thence in a westerly direction along the South line of Third Street 813.75 feet to the point of beginning.

Less and except that part of the above described property containing .36 acres, more or less, described in and conveyed by deed recorded in Book G, at Page 283, in said Chancery Court Clerk's Office.

Parcel 3 being the same property conveyed to Grantor or Grantor's predecessor in title by deeds recorded in Book 76, at Page 22 and in Book 160 at page 146, in said Chancery Court Clerk's Office.

GRENADA, MISSISSIPPI



Purchaser and Seller agree that the legal description of the entire tract of land to be sold known as Grenada, Mississippi appears on the preceding page. The tract of land has not been surveyed. The D Property is outlined as above indicated. Purchaser and Seller agree to accept the legal description of the D Property provided by the surveyor.

HOLLY SPRINGS, MISSISSIPPI

BOOK 171 PAGE 650

M-15
R. D.

Marshall County, Mississippi

Holly Springs

Parcel 1

The following described tract of land located in Section 5, Township 4 South, Range 2 West, in the City of Holly Springs, County of Marshall, State of Mississippi, to wit:

Commencing at the section corner at Northwest corner of Section 5, Township 4, Range 2 West, said section corner being located in center of West Street, in the Town of Holly Springs, in Marshall County, Mississippi, and on the North line of Salem Street in said City, and run North 89 degrees 49 minutes East 1,914.0 feet along the north limit of said Salem Street to a point; thence run South 120 7 feet to an iron pin that marks the point of intersection of the West limit of Bethlehem Street in said City of Holly Springs, Mississippi, with the South limit of that certain tract of land conveyed by that certain deed from Mack Simpson, Jr., Howard T. Jones and C. L. Robison to the State Highway Commission of Mississippi by deed dated November 27, 1950, recorded in Book 57 at page 524 of the Land Deed Records of said County; thence South and along the Western boundary line of said Bethlehem Street 178.0 feet to the point of beginning of the tract of land hereby conveyed; thence South and along the Western boundary line of said Bethlehem Street a distance of 142.9 feet to an iron pin; thence North 89 degrees 46 minutes West a distance of 220.0 feet to an iron pin; thence North a distance of 144.0 feet; thence East a distance of 220.0 feet, more or less, to the point of beginning of the tract of land hereby conveyed.

Parcel 2

Situated as being in Holly Springs, County of Marshall, State of Mississippi, to wit:

Section 5, Township 4 South, Range 2 West in the City of Holly Springs, County of Marshall, State of Mississippi, and being more particularly described as follows:

Beginning at a point said point being the Northwest corner of Lot 13 and the Southwest corner of Lot 17 according to the plans of the City of Holly Springs, Mississippi; thence South 89° 33' 49" East along the South line of said Lot 17, 564.24 feet to a point, said point being 50 feet from the center line of the Illinois Central Railroad main track as measured at right angles thereto; thence South 7° 11' 6" West, 50.35 feet to a point; thence North 89° 33' 49" East, 8,213 feet to a point in the center line of a spur track; thence following the center line of said spur South 34° 18' 59" West, 123.47 feet to a point of curvature; thence along a curve to the left having a radius of 521.67 feet, the distance of 225.95 feet to a point of tangency; thence South 9° 30' 0" West, 350.42 feet to a point; thence leaving the spur track South 0° 55' 42" East, 75.15 feet to a point in the north line of Van Dorn Street; thence South 89° 04' 18" West, along the north line of Van Dorn Street, 267.19 feet to a point in the east line of Compress Street; thence North 0° 17' 36" East along the east line of Compress Street, 792.52 feet to the point of beginning, and contains 271,334 square feet.

Parcel 3

A part of Lot No. 6 of the Frazier Subdivision of Original Lot No. 15, of the plan of the City of Holly Springs, Marshall County, Mississippi, on Section 5, Township 4, Range 2 West, described by metes and bounds as: Commencing at the Southeast corner (SE-cor.), of said Lot No. 6 at the intersection of East College Street into Compress Street, as a starting point, thence due North, along the West boundary line of Compress Street, 52 feet to a stake; thence due West 95 feet to a stake on the North boundary line of said Lot No. 6; thence due South, entirely across said Lot No. 6, a distance of 52 feet to a stake on the Northern boundary line of said East College Street; thence due East therealong a distance of 95 feet to the point of beginning, being the East part of said Lot No. 6.

HOLLY SPRINGS, MISSISSIPPI

(cont'd.)

M-15
R. D.

Marshall County, Mississippi

Holly Springs

Parcel 4

The following described real estate, lying and being situate in the City of Holly Springs, Marshall County, Mississippi, to wit:

Beginning at the Southwest corner of Lot No. 6 of the Subdivision of Lot No. 15 in the Northwest Quarter of Section 5, Township 4, Range 2 West, said beginning point being on the North right of way line of College Avenue, as the same is now laid out and in place in said City, and running thence East along said right of way line 140 feet to the West right of way line of Compress Street, as the same is now laid out and in place; running thence North along the West right of way line of Compress Street 411 feet to a stake; thence West along the South right of way line of an alley 140 feet to a stake; thence South 411 feet to the stake at the point of beginning. LESS AND EXCEPT that part of the afore-described property which is described in Book 84, Page 380 in the office of the Chancery Court Clerk of Marshall County, Mississippi.

Parcel 5

The following described property in Marshall County, Mississippi, to wit:

Commence at the Northwest corner of Lot 17, according to the plan of the City of Holly Springs, on the East boundary of Compress Street, of Section 5, Township 4 South, Range 2 West, and run thence South along the East boundary of Compress Street 494.0 feet to a point; run thence North 88 degrees 10 minutes East, 308.0 feet to the point of beginning. Run thence North 5 degrees 0 minutes West 123.5 feet to a point on the boundary of the Gulf Oil property; run thence North 85 degrees 0 minutes East along the South boundary of the Gulf Oil property 210.0 feet to a point on the West boundary of Bethlehem Street. Run thence South 5 degrees 0 minutes East along the West boundary of Bethlehem Street 371.0 feet to a point. Run thence South 85 degrees 0 minutes West 192.0 feet to a point. Run thence North 9 degrees 0 minutes West 249.0 feet to the point of beginning. The above tract contains 1.64 acres, all in the City of Holly Springs, Mississippi.

LESS AND EXCEPT that certain right of way granted by F. A. Lucas, attorney in fact for Peter W. Lucas, to Mississippi Central Railroad Company, dated September 29, 1868, recorded in Land Deed Record 27, at page 523, in the office of the Chancery Court Clerk of Marshall County, Mississippi.

Parcel 6

The following described lot or parcel of land situated in Holly Springs, Marshall County, Mississippi, to wit:

Beginning at a point 494 feet South of the Northwest corner of Lot 17 of Section 5, Township 4, Range 2 West, according to the plan of the City of Holly Springs, Marshall County, Mississippi, running thence North 88 degrees 10 minutes East 306 feet to a point; thence running South 249 feet to a stake; running thence South 85 degrees West 320 feet to a stake; running thence North 4 degrees 40 minutes West 261 feet to the point of beginning, all being in the City of Holly Springs, Marshall County, Mississippi.

Parcels 1, 3, 4, 5 and 6 being the same property conveyed to Grantor or Grantor's predecessor in title by deeds recorded in Book 106, Page 479, in Book 84, Page 380, in Book 106, Page 80, in Book 97, Page 41, and in Book 96, Page 547 in the office of the Chancery Court Clerk of Marshall County, Mississippi.

INVERNESS, MISSISSIPPI

BOOK 171 PAGE 682

M-16
R.D.

Sunflower County, Mississippi

Inverness

Parcel 1

6.02 acres in the E $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34, Township 18 North, Range 4 West, Sunflower County, Mississippi, more particularly described as follows: Begin at the corner of Sections 34 and 35, Township 18 North, Range 4 West, and Sections 2 and 3, Township 17 North, Range 4 West, and run thence West 680 feet to the East side of the state highway; run thence North 582 feet to the southwest corner of the lot herein intended to be conveyed and the beginning point hereof; run thence North 750 feet; run thence North 75° East 350 feet; run thence South 750 feet; run thence South 75° West 350 feet to the point of beginning.

Parcel 2

A tract of 6.89 acres in the E $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 34, Township 18 North, Range 4 West, Sunflower County, Mississippi, lying immediately East of the lot conveyed to Federal Compress & Warehouse Company by deed of record in Book C-8, page 186, of the records in the office of the Chancery Clerk of Sunflower County, Mississippi, and between that lot and U. S. Highway No. 49, more particularly described as follows. Beginning at the corner common to Sections 34 and 35, Township 18 North, Range 4 West, and Sections 2 and 3, Township 17 North, Range 4 West, thence West with the Section line 680 feet to the east side of the state gravel road, thence Northwardly with the east side of said road 1332 feet to the northwest corner of said lot conveyed to Federal Compress & Warehouse Company by deed of record in Book C-8, page 186, thence North 75° East with the north line of said compress lot 350 feet to the northeast corner thereof and the northwest corner of the lot herein conveyed, which is the point of beginning; thence continuing North 75° East 400 feet to the west line of U. S. Highway 49; thence South along the west line of said highway 750 feet; thence South 75° West 400 feet to the southeast corner of said compress lot; thence North with the east line of said compress lot 750 feet to the point of beginning.

Parcel 3

A lot 198 feet north and south by 132 feet east and west on the extreme southeast corner of the property conveyed by R. J. Vanlandingham and Mrs. Nora J. Vanlandingham, husband and wife, to Delta Gin of Inverness by correction deed dated April 23, 1956, recorded in Book Y-13, page 214, and more particularly described as: Begin at the southeast corner of the property conveyed as hereinabove mentioned, run thence North along the west side of Highway 49W a distance of 195 feet to the northeast corner of the property herein intended to be conveyed; run thence South 75° West a distance of 132 feet to the northwest corner of the property herein intended to be conveyed; run thence South parallel with the west line of said Highway 49W a distance of 195 feet to the southwest corner of the property herein intended to be conveyed; run thence North 75° East a distance of 132 feet to the point of beginning, being .6 acres, more or less, and situated in the E $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34, Township 18 North, Range 4 West, Sunflower County, Mississippi.

Being the property conveyed to Federal Compress and Warehouse Company, by deeds recorded in Book C-8, Page 186, in Book R-9, Page 417, and in Book Z-16, Page 441, all references being to the records of Sunflower County, Mississippi, Chancery Court Clerk's Office.

M-17
R.D.

Hinds County, Mississippi

(Plant 1) Jackson

Parcel 1

Located in the City of Jackson, First Judicial District of Hinds County, Mississippi, more particularly described as: Lots 3, 4, 5, 6 and 7 of Bankston Survey, according to the map or plat thereof on file and of record in Deed Book 29 at Page 378 in the Office of the Chancery Clerk of Hinds County, at Raymond, Mississippi, together with the right, title and interest, if any, of Grantor in the immediately adjoining area west of said Lots 5 and 6 occupied by the presently existing improvements of Grantor.

Parcel 2

The leasehold estate and all of the Grantor's right, title, interest, options and privileges created in and by virtue of that certain lease bearing date of the 20th day of March 1906, between W. H. Fitz-Hugh and W. S. Jones, as lessors, and Gulf Compress Company, as lessee, upon the following described property, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, Block B, Roach survey, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Court Clerk of Hinds County, at Jackson, Mississippi in Plat Book 1 at Page 87, reference to which is hereby made.

Parcel 3

Beginning at a point in the North line of Block B of the Roach survey which point is North 89° 29' West 78.47 feet from the northeast corner of said Block B as platted; thence North 89° 29' West along the north line of said Block B a distance of 227.5 feet (prior deed call 225 ft.) to a point; thence North 0° 39' West 5.4 feet (prior deed call 10 ft.) to a point; thence North 89° 8' East 227.5 feet (prior deed call 225 ft.) to a point, thence South 0° 26' East 10.6 feet (prior deed call 12.5 ft.) to the point of beginning. Being part of Lot 33 (containing 3.27 acres) of West Jackson.

Being part of the property conveyed to Grantor or Grantor's Predecessor in title by deed recorded in Book 171 at Page 140 in the office of the Chancery Clerk of Hinds County, Mississippi.

Parcel 4

The right of Grantor to use the overhead walkway extending over South Street west of Roach Street.

Parcel 5

The right, title, and interest, if any, in and to the North-South alley 15 ft. wide lying within Block B of the Roach survey, and the leasehold interests in Lands owned by Illinois Central Railroad as described in Lease identified as I.C. Railroad Numbers 8680, 22513, and 23191.

Parcel 6

That certain strip of land situated in the Northwest Quarter of the Northwest Quarter of Section 10, Township 5 North, Range 1 East, Jackson, First Judicial District of Hinds County, Mississippi, lying between the eastern right-of-way line of the property of the Illinois Central Railroad Company and the western line of Block "B" of Roach Survey, a subdivision in the City of Jackson, Mississippi, a map or plat of which is recorded in Plat Book 1, Page 87, in the Office of the Hinds County Chancery Clerk at Jackson, Mississippi, and being more particularly described as follows:

Begin at an iron stake at the southwest corner of Lot 10 of Block "B", Roach Survey in the City of Jackson, Mississippi a map or plat of said subdivision is recorded in Plat Book 1, Page 87, in the Office of the Hinds County Chancery Clerk at Jackson, Mississippi, said point of beginning being a distance of 216.2 feet measured north $80^{\circ} 43' 30''$ west along the north line of South Street from a concrete monument at the intersection of the north line of South Street with the west line of Roach Street, as both streets are now (January, 1969) laid out, improved and occupied in the City of Jackson, Mississippi. run thence north $0^{\circ} 9' 30''$ west along the west line of said Block "B" a distance of 550.0 feet to the northwest corner of Lot 1 of Block "B", Roach Survey; run thence north $89^{\circ} 29'$ west, along the north line of said Block "B" extended westerly, for a distance of 54.8 feet to an iron stake on the eastern right-of-way line of the property of the Illinois Central Railroad Company; run thence south $4^{\circ} 17'$ east along the eastern right-of-way line of the property of the Illinois Central Railroad Company (the said eastern right-of-way line being a distance of 100 feet measured easterly at right angles from and parallel with the original centerline of said railroad) for a distance of 53.66 feet to the point of curve; run thence in a southerly direction along the eastern right-of-way line of the Illinois Central Railroad Company, said right-of-way line being the circumference of a curve to the right having a radius of 5829.6 feet, for a distance of 491.46 feet to an iron stake on the north line of South Street (said point being a distance of 0.79 feet northerly from an old rail right-of-way monument); run thence south $80^{\circ} 43' 30''$ east along the north line of South Street for a distance of 36.8 feet to the point of beginning.

M-17-(a)
R. D.

Hinds County, Mississippi

(Plant 2) Jackson

Being a part of that property heretofore conveyed to Bi-State Cotton Compress Corp. and now described as:

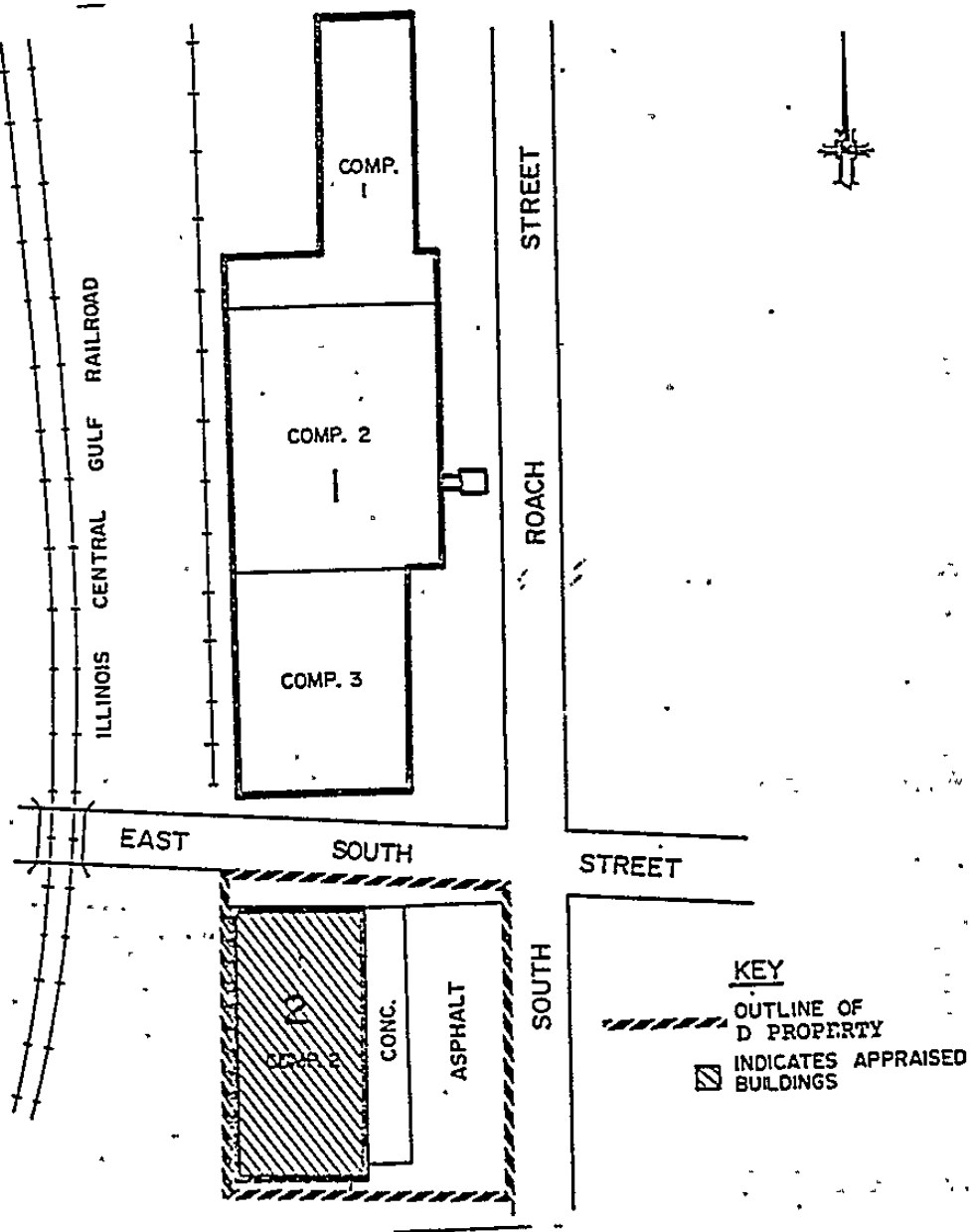
A certain parcel of land situated in Lot 3 of Section 15, T5N, R1E at Jackson, First Judicial District of Hinds County, Mississippi, lying east of the eastern right-of-way line of the property of the Illinois Central Railroad Company, south and west of the southern right-of-way line of U. S. Highway No. 80 and west and north of the western and northern right-of-way line of Federal Aid Project No. FI-001-2(5) and being more particularly described as follows:

Begin at an iron stake on the eastern right-of-way line of the property of the Illinois Central Railroad Company (formerly the Gulf and Ship Island Railroad) which point is a distance of 1655.4 feet measured south $89^{\circ} 42' 30''$ east from the northeast corner of Section 15 (formerly marked with an old iron rail monument) T5N, R1E, Hinds County, Mississippi (said point of beginning is a distance of 7.1 feet measured south $15^{\circ} 34' 45''$ east from a highway right-of-way concrete monument), run thence south $15^{\circ} 34' 45''$ east along the eastern right-of-way line of the property of the Illinois Central Railroad Company, formerly the Gulf and Ship Island Railroad (said eastern right-of-way line being a line 50 feet measured easterly at right angles from and parallel with the centerline of the old G & SIRR track) for a distance of 640.73 feet to a point; thence North $74^{\circ} 25' 15''$ E 370' more or less to a point, thence North $42^{\circ} 25' 12''$ W 42.54' to a point; thence north $15^{\circ} 34' 45''$ west for a distance of 434.6 feet to an iron stake; thence north $57^{\circ} 43' 45''$ west for a distance of 56.6 feet to an iron stake; thence south $89^{\circ} 03' 15''$ west for a distance of 46.1 feet to an iron stake, which point is a distance of 90 feet measured southwesterly at right angles from the centerline of U. S. Highway No. 80, as the same is now (February, 1969) constructed, thence north $78^{\circ} 24' 45''$ west along a line which is a distance of 90 feet measured southwesterly at right angles from and parallel with the centerline of said U. S. Highway No. 80 for a distance of 174.6 feet to an iron stake, run thence south $89^{\circ} 54'$ west for a distance of 116.5 feet to the point of beginning. (All bearings are true.)

Together with all of the property acquired from The Federal Company (formerly conveyed by the Mississippi State Highway Department at Book 1520, Page 379) and described as:

Begin at the point of intersection of the South line of Section 10, Township 5 North, Range 1 East, with the present Westerly right of way line of the I.C.R.R.; from said point of beginning, run thence Northwesterly along said Westerly right of way line, a distance of 32 feet, more or less, to a line that is parallel with and 30 feet Northerly of the South line of said Section 10, thence North $89^{\circ} 42' 30''$ West along said parallel line a distance of 119 feet, more or less, to the Southeasterly edge of pavement of South West Street Extension; thence Southwesterly along said Southeasterly edge of pavement, a distance of 47 feet, more or less, to the South line of said Section 10; thence South $89^{\circ} 42' 30''$ East along the South line of said Section 10, a distance of 164 feet, more or less, to the point of beginning, containing 0.10 acres, more or less, and being situated in the Southwest $\frac{1}{4}$ of Section 10, Township 5 North, Range 1 East, City of Jackson, First Judicial District of Hinds County, Mississippi.

JACKSON, MISSISSIPPI #1



Purchaser and Seller agree that the legal description of the entire tract of land to be sold known as Jackson, Mississippi #1 appears on the preceding page. The tract of land has not been surveyed. The D Property is outlined as above indicated. Purchaser and Seller agree to accept the legal description of the D Property provided by the surveyor.

MARKS, MISSISSIPPI

Quitman County
PARCEL NO. 2

A parcel of land located in Quitman County, Mississippi, being part of the east half (E $\frac{1}{2}$) of the northeast quarter (NW $\frac{1}{4}$) of Section 10, Township 27 North, Range 1 West, being part of that property heretofore conveyed to Bi-State Cotton Compress Corporation and being more particularly described as follows:

Commencing at a found iron pin at the intersection of the Illinois Central Railroad west R.O.W. line (100 foot R.O.W.) with the north line of Section 10, Township 27 North, Range 1 West; thence S 8° 10' 34" W along the Illinois Central Railroad west R.O.W. line 302.89 to the POINT OF BEGINNING; thence S 8° 10' 34" W continuing along the Illinois Central Railroad west R.O.W. line 858.85 feet to a point; thence N 80° 37' 13" W along a line 10 feet south of and parallel to the south line of an existing shop building 395.48 feet to a point; thence N 8° 09' 40" E along a line 50 feet east of an parallel to the east line of an existing warehouse that contains sheds 6 thru 9 a total distance of 850.71 feet to a point; thence S 81° 47' 56" E along the extension and along the centerline of the existing firewall between existing shed number 1 and 2 and continuing along the extension of the centerline of said firewall a total distance of 395.62 feet to the POINT OF BEGINNING and containing 7.76 acres.

PARCEL NO. 3

-A parcel of land located in Quitman County, Mississippi, being part of the east half (E $\frac{1}{2}$) of northeast quarter (NE $\frac{1}{4}$) of Section 10, Township 27 North, Range 1 West, being part of that property heretofore conveyed to Bi-State Cotton Compress Corporation and being more particularly described as follows:

Commencing at a found iron pin at the intersection of the Illinois Central Railroad west R.O.W. line (100-foot R.O.W.) with the north line of Section 10, Township 27 North, Range 1 West; thence due west along the north line of said Section 10 399.74 feet to the POINT OF BEGINNING; thence S 8° 09' 40" W along a line 50 feet east of and parallel to the east line of the existing warehouse containing sheds 6 thru 9 a distance of 254.84 feet to a point; thence N 82° 08' 20" W along the extension of an along the centerline of the firewall between sheds 6 and 7 and continuing along the extension of the centerline of said firewall a total distance of 292.23 feet to a point; thence N 8° 08' 02" E along a line 50 feet west of and parallel to the west line of the existing warehouse containing sheds 6 thru 9 a distance of 214.46 feet to a point on the north line of said Section 10; thence due east along the north line of Section 10 a distance of 295.32 feet to the POINT OF BEGINNING and containing 1.57 acres.

M-20
R. D.

Union County, Mississippi

(Plant 1) New Albany

Parcel 1

Being a part of the Parcel 1 heretofore conveyed to Bi-State Cotton Compress Corp. now described as follows:

Beginning at a point of intersection of the south boundary line of Section 5, Township 7 South, Range 3 East with the west line of the right-of-way (100 feet wide) of the Gulf, Mobile and Ohio Railroad; thence north 27 degrees 10 minutes east along the west line of said right of way 760', more or less, to a point; thence N62°50'W 190', more or less, to a point; thence S27°10'W 255' to a point; thence North 62 degrees 50 minutes West 409 feet, more or less, to a point in a fence line; thence southwestwardly along said fence line 400 feet, more or less, to a fence corner; thence southeastwardly 20 feet, more or less, to a point, thence South 27 degrees 10 minutes West 95 feet, more or less, to an iron pin; thence South 69 degrees 53 minutes East 388.2 feet to a point in the northwest wall of a building owned and occupied by Federal Compress & Warehouse Company; thence Southwestwardly along the north wall of said building 194 feet to a point, the corner of said building; thence southeast along the wall of said building 15 feet, more or less, to a point; thence South 27 degrees 10 minutes West to an iron pin in the south line of said Section 5; thence east along said Section line 40 feet, more or less, to the west wall of the building owned and occupied by Federal Compress & Warehouse Company; thence southwestwardly following the wall of the building and continuing southwestwardly to a total distance of 262.5 feet to a point in the present north line of Cleveland Street; thence east along the present north street line of Cleveland Street 154.8 feet to a point in the west line of the right of way of the G.M. & O. R.R.; thence north 27 degrees 10 minutes east along said railroad right of way 310 feet, more or less, to the point of beginning.

Parcel 2

An easement for ingress and egress, 26 feet wide, over, upon and across a parcel of property, running from Collins Avenue to the southwest line of Parcel B. herein described, it being the intention of Grantor to convey the same easement as was conveyed by deed recorded in Book 44, Page 100, in the Office of the Chancery Court Clerk of Union County, Mississippi.

Parcel 3

A triangle off the east part of Lot 8 of the Rogers Survey of the Langston Subdivision of the City of New Albany, described as follows:

Beginning at the intersection of the north line of Lot 9 of said subdivision with the west line of Collins Avenue; thence north along the west line of Collins Avenue 147 feet, more or less, to the south line of Section 5, Township 7 South, Range 3 East; thence west along said Section line 26 feet, more or less; thence southwest 130 feet more or less to the point of beginning.

B. Commencing at an iron pin set in the south boundary line of Section 5, Township 7 South, Range 3 East, approximately 220 feet west of the west line of the right of way of the G.M. & O. R.R.; thence northeastwardly, parallel with said railroad right of way 23 feet, more or less, to wall of building the true point of beginning; thence northwestwardly along the wall of said building 15 feet to corner of the building; thence northeastwardly along the wall of the building 194 feet to a point, the northwest corner of this parcel; thence southeastwardly 15.4 feet to a point; thence southwestwardly 194 feet, more or less, to the point of beginning.

C. Commencing at the northwest corner of Parcel B hereinabove; thence North 69 degrees 53 minutes West 388.2 feet to an iron pin; thence North 27 degrees 10 minutes East 95 feet to a point in a fence line, the northwest corner of this parcel; thence southeastwardly along said fence line 350 feet, more or less, to the wall of a building; thence southwestwardly along wall of building to point of beginning;

D. Commencing at the northwest corner of Parcel C hereinabove; thence North 27 degrees 10 minutes East 400 feet to a point, thence North 62 degrees 50 minutes West 9 feet to a point in a fence line; thence southwestwardly along said fence line 400 feet, more or less, to a point; thence southeastwardly 20 feet, more or less, to the point of beginning.

6. Easement in favor of Southwide Capital Corporation, its successors and assigns for access and utilities, said easement being along and within 20 feet of the westwardly building wall, reserving however in Grantor or Grantor's successors, the right to relocate said easement at any time.
7. First Mortgage and Deed of Trust from Warehouse Agency Corp. to Manufacturers Hanover Trust Company and Marvin A. Mueller, as Trustees, recorded in Book 258, Page 1, as amended by instrument recorded in Book 265, Page 501, in the Records of Union County, Mississippi.
8. First Mortgage and Deed of Trust from Warehouse Agency Corp., et al to Manufacturers Hanover Trust Company and Marvin A. Mueller, as Trustees, recorded in Book 265, Page 566, of said Records.

M-20-(a)
R.D.

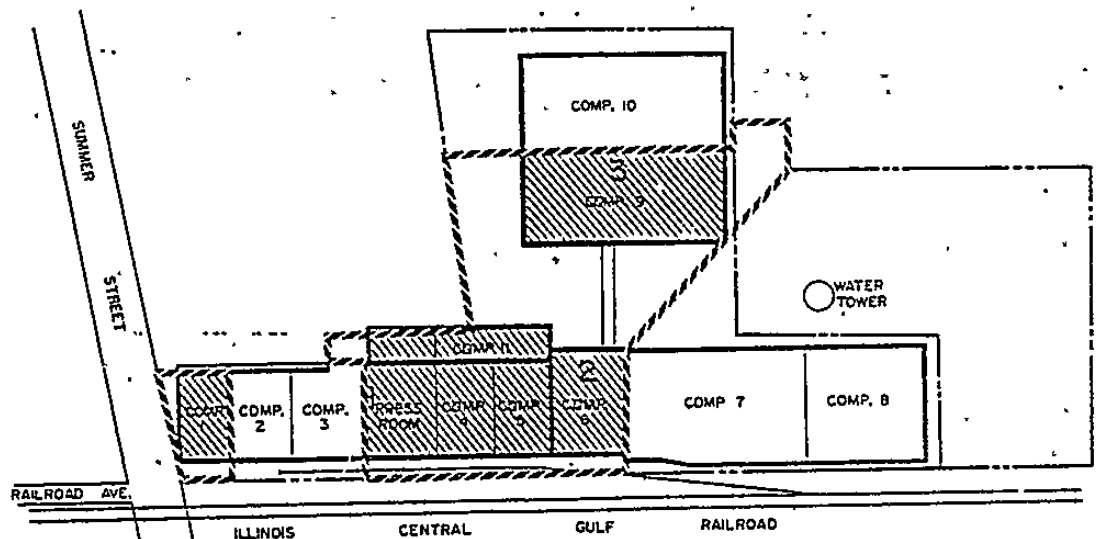
Union County, Mississippi

(Plant 2) New Albany

Begin at the Southeast Corner of the Southeast Quarter of Section (6) Township (7) Range (3) East, in Union County, Mississippi, and run thence North on the Section line 34 poles to a stake, thence North 86 degrees, 50 minutes, West 28.5 feet to a stake, thence North 5 degrees, 15 minutes East 131 feet for a beginning point; thence North 5 degrees 15 minutes East, 175 feet to a stake; thence due North 236.3 feet to a stake, thence North 81 degrees, 37 minutes, West 404 feet to a stake on Butler Avenue; thence South 4 degrees 20 minutes West, 412 feet to a stake; thence South 81 degree 37 minutes East 423 feet to beginning point. All in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section (6) Township (7) Range (3) East, said county.

Being the same property conveyed to Grantor or Grantor's predecessor in title by deeds recorded in Book 45, page 370, and in Book 57, page 476, both in the records of Union County, Mississippi.

NEW ALBANY, MISSISSIPPI #1



KEY
 - - - - - OUTLINE OF ENTIRE PROPERTY
 - - - - - OUTLINE OF PROPERTY APPRAISED
 ▨ OUTLINE OF D PROPERTY

Purchaser and Seller agree that the legal description of the entire tract of land to be sold known as New Albany, Mississippi #1 appears on the preceding page. The tract of land has not been surveyed. The D Property is outlined as above indicated. Purchaser and Seller agree to accept the legal description of the D Property provided by the surveyor.

D M-24

OKOLONA, MISSISSIPPI

M-21
R.D.

Chickasaw County, Mississippi

Okolona

Lots 117 and 118, according to the Foote Survey and Map of the City of Okolona, Mississippi, later being known as Lots 194 and 195 of Block 27, Tift's Survey and Map of the City of Okolona, and also known as Lots 1 and 2, Block 32, Randolph's Survey and Map of the City of Okolona. Said property being bounded as follows: On the North by the Gulf, Mobile & Ohio Railroad property; on the East by the Gulf, Mobile & Ohio Railroad right of way; on the South by Main Street and on the West by Fleming Street.

Being the same property conveyed to Grantor or Grantor's predecessor in title by deed recorded in Book 238, page 262, Chickasaw County, Mississippi.

M-23
R. D.

Sunflower County, Mississippi

Ruleville

Parcel 1

Commencing at the southwest corner of Lot 1 of Block 4 of Rule's Second Addition to the Town of Ruleville, Sunflower County, Mississippi, run thence in a Northerly direction along the west line of said Lot 1, 100 feet; thence in an Easterly direction parallel with the south line of said Lot 1, 445.5 feet; thence in a Southerly direction parallel with the west line of said Lot 1, 100 feet to the north line of Lot 2 of said Block 4; thence in an Easterly direction along the north line of said Lot 2, 30 feet; thence in a Southerly direction parallel with the west line of said Lot 2, 35 feet; thence in an Easterly direction parallel with the north line of said Lot 2, 100 feet; thence in a Northerly direction parallel with the west line of said Lot 2, 35 feet to the north line of Lot 2; thence in an Easterly direction along the north line of Lot 2, 200 feet to the northeast corner of Lot 2; thence in a Southerly direction along the east line of Lot 2, 100 feet; thence in a Westerly direction parallel with the northline of said Lot 2, 150 feet; thence in a Southerly direction parallel with the east line of Lots 2 and 3 of said Block 4, 300 feet to the south line of Lot 3; thence in a Westerly direction along the south line of said Lot 3, 150 feet; thence South $26^{\circ} 30'$ West 75 feet; thence North $63^{\circ} 30'$ West 410.8 feet, more or less, to the west line of Section 31, Township 22 North, Range 3 West; thence North along said section line to the point where the north line of said Lot 2 if extended in a Northwesterly direction would intersect the same; thence in a straight line to the point of beginning, being parts of Lots 1, 2, 3 and 4 of Block 4 of Rule's Second Addition to the Town of Ruleville and a triangular shaped tract lying between the west line of said Lots 2, 3 and 4 and the west line of said Section 31 except the easement of the Town of Ruleville in the part of Lot 4 occupied by its water tank.

Parcel 2

A perpetual easement and right of way to the strip 30 feet wide lying west of and adjoining a line located by beginning at a point on the north line of Lot 2 of Block 4 of Rule's Second Addition to the Town of Ruleville, 300 feet in a Westerly direction from the northeast corner of said Lot 2 and run thence in a Northerly direction parallel with the east line of Lot 1 of said Block 4 across said Lot 1 and across Residence Lot 3 of said Rule's Second Addition to the south line of the public road leading West from Ruleville, being the easements granted to Ruleville Compress Company by two deeds, one executed by Terry and Shelton recorded in Book W-5, page 212 and one executed by R. C. Terry recorded in Book W-5, page 214, of the Records of Sunflower County, Mississippi.

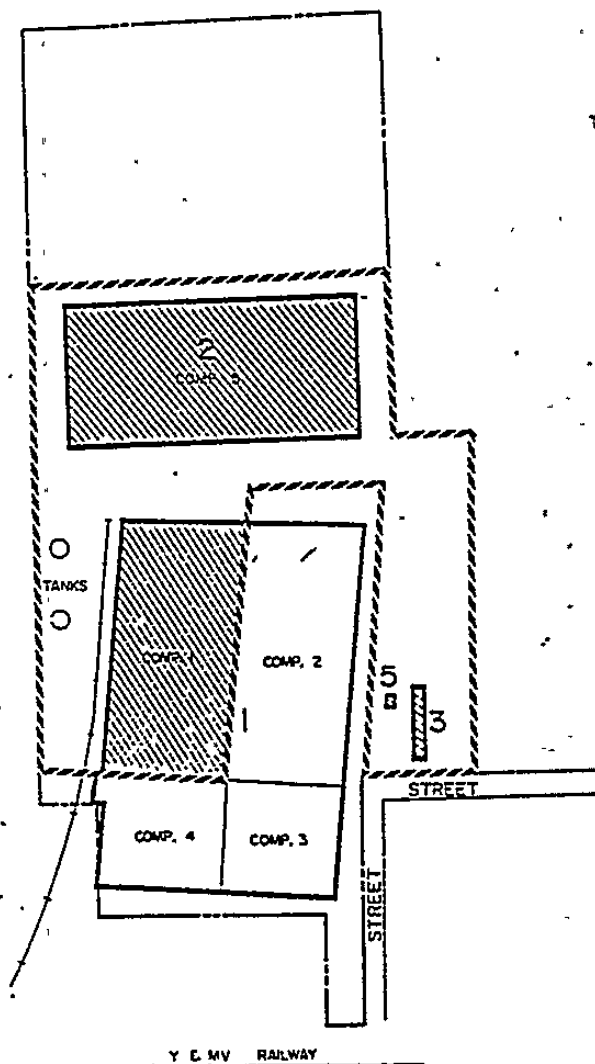
Parcel 3

All interests of Federal Compress and Warehouse Company in and to the right-of-way for spur track conveyed to Ruleville Compress Company by Planters Gin Compress & Oil Mill Company by deed dated April 22, 1920, and recorded in Book W-5, page 216, and by deed of correction-dated July 20, 1925, and recorded in Book K-7, page 30, of the Records of Sunflower County, Mississippi.

Parcel 4

Begin at the northwest corner of Lot 2, Block 4 in Rule's Second Addition to the Town of Ruleville, Sunflower County, Mississippi according to a map of said addition on file in the office of the Chancery Clerk of said county and state; thence North $63^{\circ} 30'$ West along the north line of said Lot 2 projected a distance of 165 feet for a point of beginning, the same being the most westerly northwest corner of Parcel 1 hereinabove described; thence South $0^{\circ} 32'$ West with the west line of said Parcel 1 a distance of 527.6 feet to the south line or southwest corner of said Parcel 1, thence North $63^{\circ} 30'$ West along a westward projection of the south line of said Parcel 1 a distance of 259.7 feet to a stake; thence North $26^{\circ} 30'$ East parallel with the west line of said Lot 2 a distance of 475 feet to a stake; thence South $63^{\circ} 30'$ East along a westward prolongation of the south line of said Lot 2, 60 feet to the point of beginning, containing 1.91 acres, more or less.

RULEVILLE, MISSISSIPPI



KEY
 - - - - - OUTLINE OF ENTIRE PROPERTY
 // // // // // OUTLINE OF D PROPERTY
 [Hatched Box] INDICATES APPRAISED BUILDING
 --- --- --- INDICATES ILLINOIS CENTRAL GULF RAILROAD

Purchaser and Seller agree that the legal description of the entire tract of land to be sold known as Rueleville, Mississippi appears on the preceding page. The tract of land has not been surveyed. The D Property is outlined as above indicated. Purchaser and Seller agree the legal description of the D Property provided by the Surveyor.

SHAW, MISSISSIPPI

M-24
R.D.

The Second Judicial District of Bolivar County, Mississippi

Shaw

Parcel 1

Part of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ Section 12, Township 20 North, Range 6 West, Bolivar County, Mississippi, described as: Beginning at a point in the west line of Gibert Street in the Town of Shaw, as shown by plat made by Lamar Fontaine, in 1891, 209 feet South of the intersection of the South line of Alsop Avenue with the west line of Gibert Street; thence continue S $30^{\circ}30'$ W along the west line of said Gibert Street for 480.5 feet to a point on the north line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, which point is 947.61 feet west of the northeast corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 12, thence run due East along said line for 147.61 feet; thence run due South for 156.3 feet; thence run due West for 299.8 feet; thence run N $6^{\circ}49'$ W for 732.55 feet, thence run S $72^{\circ}00'$ E for 508.0 feet to the point of beginning.

Parcel 2

That part of the west half of Gibert Street lying south of the north line (extended east) of the above described parcel, and north of the north line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 20 North, Range 6 West.

M-25
R.D.

The Second Judicial District of Bolivar County, Mississippi

Shelby

Parcel 1

That part of Lot 34 in Section 1, Township 24 North, Range 6 West, described as:

Beginning on the West side of the right-of-way of the Yazoo and Mississippi Valley Railroad Company on the North boundary line of the Town of Shelby, Mississippi; thence West with said North boundary line of said Town, 5 chains to a point in the center of Holmes Lake; thence due North up the center of said Lake, 10 chains; thence East 5 chains to the West side of the right-of-way of the Yazoo and Mississippi Valley Railroad Company, thence South along the West side of said right-of-way, 10 chains to the point of beginning, and

Parcel 2

A tract of land described as: Beginning at the Southeast corner of the tract of land described in the deed to the Shelby Oil Company, recorded in Book A-10, Page 372, of the records of the Second Judicial District, Bolivar County, Mississippi; thence West 330 feet to the center of Holmes Lake; thence South, down said lake, 60 feet; thence East 330 feet to the West side of the right-of-way of the Yazoo and Mississippi Valley Railroad Company; thence North 60 feet to the point of beginning; and

Parcel 3

A tract of land described as: Beginning at a point 660 feet North of the Southeast corner of the tract of land conveyed to the Shelby Oil Company by deed recorded in Book A-10, page 372, of the records aforesaid; thence West 330 feet to a point in the center of Holmes Lake; thence up said lake 60 feet; thence East 330 feet to the right-of-way of the Yazoo and Mississippi Valley Railroad Company; thence South 60 feet to the point of beginning.

Parcel 4

That part of Lot 39 in Section 1, Township 24 North, Range 6 West, described as: Commencing at a point in the West line of the right-of-way of the Yazoo and Mississippi Valley Railroad Company 1,704 feet South of the point where said West line of said railroad right-of-way intersects the North line of Lot 34 in said Section 1, Township 24 North, Range 6 West; thence at right angles to said railroad right-of-way in a Westerly direction 25 feet; thence at right angles in a Northerly direction 115 feet; thence in a Southwesterly direction a distance of 315.5 feet to a point 34 feet South of a line drawn perpendicular to the Western railroad right-of-way line and 335 feet West of said right-of-way line; thence in a Northerly direction parallel with said railroad right-of-way 34 feet; thence in a Westerly direction on the line perpendicular to said Western railroad right-of-way line 120 feet to the center of Holmes Lake Canal; thence in a Southwesterly direction along the center line of said Holmes Lake Canal a distance of 396.5 feet to a point on a line which is an extension of the North line of the Shelby Gin Lot and which said line is 652 feet North of and parallel to the South line of said Lot 39; thence East along a line 652 feet North of and parallel to the South line of said Lot 39 a distance of 403 feet to the Western Railroad right-of-way line; thence North along said Western railroad right-of-way line 272.5 feet to the point of beginning.

Parcel 5

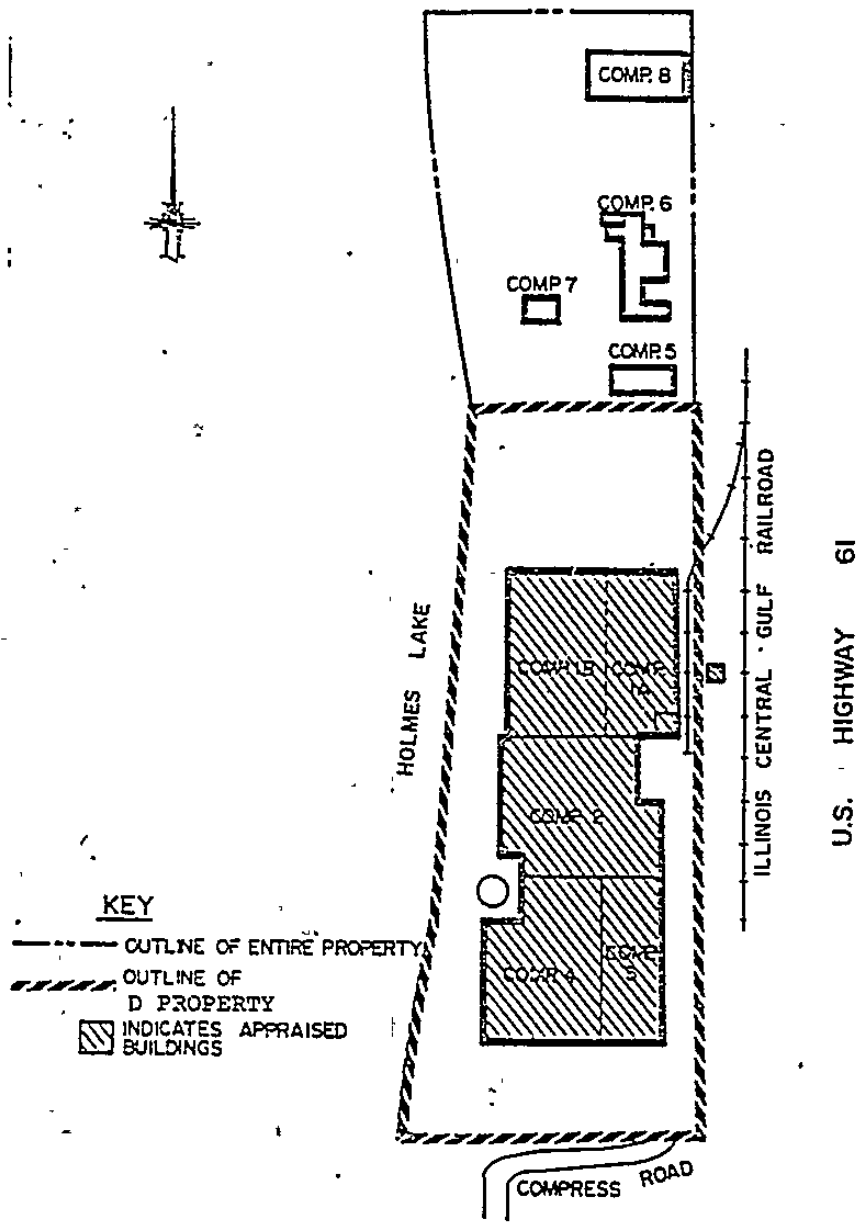
A tract of land described as: Beginning at a point in the West line of the right-of-way of the Yazoo and Mississippi Valley Railroad Company, 1,042.5 feet South of the point where said West right-of-way line intersects the North line of Lot 34, in Section 1, Township 24 North, Range 6 West; run thence in a Southerly direction along said right-of-way line 661.5 feet; thence at right angles in a Westerly direction 25 feet, thence at right angles in a Northerly direction 115 feet; thence at right angles in a Westerly direction 430 feet to the center of the Holmes Lake Canal; thence in a Northerly direction along the center line of said canal 538 feet; thence in an Easterly direction 351 feet to the point of beginning, containing 5.1 acres.

Parcel 6

That part of Lot 39 in Section 1, Township 24 North, Range 6 West, described as: Commencing at the intersection of the West line of the right-of-way of the Yazoo and Mississippi Valley Railroad Company with the North line of Lot 39 in Section 1; thence South 250.5 feet along the West line of said right-of-way; thence West perpendicular to said right-of-way, 25 feet to the point of beginning of the tract herein described; thence continuing West perpendicular to said right-of-way, 310 feet; thence South parallel with said right-of-way, 34 feet; thence in a Northeasterly direction 315.5 feet to the point of beginning, said tract being a triangular shaped tract and containing .12 of an acre.

Being the same property conveyed to Federal Compress & Warehouse Company by deeds recorded in Book M-29, page 417, in Book M-19, page 148, in Book M-19, page 599, and in Book M-41, page 506, all in the Office of the Chancery Court Clerk of Bolivar County, Mississippi.

SHELBY, MISSISSIPPI



Purchaser and Seller agree that the legal description of the entire tract of land to be sold known as Shelby, Mississippi appears on the preceding page. The tract of land has not been surveyed. The D Property is outlined as above indicated. Purchaser and Seller agree to accept the legal description of the D Property provided by the surveyor.

TUNICA, MISSISSIPPI

Tunica County, Mississippi

PARCEL I.

The following parcel of land in Tunica County, Mississippi, being part of that property conveyed to Federal Compress and Warehouse Company by deed recorded in Book D-3, Page 302 in the Chancery Court Clerks office in Tunica County, Mississippi and being part of the south half (S $\frac{1}{2}$) of Section Eight (8), Township five (5) South, Range 11 west lying east of the Right of way of the Illinois Central Railroad Company property and west of U.S. Highway No. 61 and being more particularly described as follows:

Commencing at a railroad iron marker at the quarter section corner in the center of said Section 8; thence due west along the north line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 8 417.07 feet to a point on the east R.O.W. line of the Illinois Central Railroad Company property (100 foot R.O.W.), said point also being the northwest corner of the Tunica Gin Company property; thence S $7^{\circ} 24' 50''$ W along said east railroad R.O.W. line and along the west line of the Tunica Gin Company property 756.32 feet to the southwest corner of the Tunica Gin Company property and to a northwest corner of the above mentioned Federal Compress property; thence S $7^{\circ} 24' 50''$ W continuing along said east railroad R.O.W. line and along a west line of the Federal Compress property 1681.59 feet to the POINT OF BEGINNING; thence due east along a line 10 feet south of and parallel to the south line of an existing shop building 202.72 feet to a point on the west side of an existing warehouse; thence N $0^{\circ} 57' 01''$ E along the west line of said warehouse 56.80 feet to the northwest corner of said warehouse; thence S $89^{\circ} 55' 41''$ E along the north line of said warehouse 158.69 feet to the firewall of said warehouse; thence S $0^{\circ} 58' 36''$ W along the firewall of said warehouse 245.72 feet and continuing along the extension of said firewall 90.82 feet for a total distance of 336.55 feet to a point on the north R.O.W. line of County Road (50 foot R.O.W.); thence N $89^{\circ} 2' 46''$ W along the north R.O.W. line of County Road 392.23 feet to a point on the east R.O.W. line of the Illinois Central Railroad property (100 foot R.O.W.); thence N $7^{\circ} 24' 50''$ E along the east line of said railroad R.O.W. 275.68 feet to the POINT OF BEGINNING and containing 2.60 acres.

TUNICA, MISSISSIPPI
Tunica County, Mississippi

BOOK 171 PAGE 700

PARCEL III.

The following parcel of land in Tunica County, Mississippi, being part of that property conveyed to Federal Compress and Warehouse Company by deed recorded in Book D-3, Page 302 in the Chancery Court Clerk's office in Tunica County, Mississippi and being part of the south half (S 1/2) of Section Eight (8), Township five (5) South, Range 11 West lying East of the Right-of-Way of the Illinois Central Railroad Company property and west of U.S. Highway No. 61 and being more particularly described as follows:

Commencing at a railroad iron marker at the quarter section corner in the center of said Section 8; thence due west along the north line of the Southwest Quarter (SW 1/4) of said Section 8 417.07 feet to a point on the east R.O.W. line of the Illinois Central Railroad Company property (100 foot R.O.W.), said point also being the northwest corner of the Tunica Gin Company property as shown in Book V3, Page 77 and Book Y3, Page 92 in the Tunica County Chancery Court Clerk's office; thence S 7°24'50"W along said east railroad R.O.W. line and along the west line of the Tunica Gin Company property 756.32 feet to the POINT OF BEGINNING, said point also being the southwest corner of the Tunica Gin Company property; thence due east along the south line of the Tunica Gin Company property and along a line 750 feet south of and parallel to the north line of the south half (S 1/2) of said Section 8 a distance of 514.66 feet to a point on the west line of the Southeast Quarter (SE 1/4) of said Section 8; thence due South along the west line of said Southeast Quarter (SE 1/4) 882.48 feet to a point; thence N 89°03'45"W along a line 25 feet north of and parallel to the north line of an existing warehouse 628.24 feet to a point in the east R.O.W. line of the Illinois Central Railroad; thence N 7°24'50"E along said railroad east R.O.W. line 879.56 feet to the POINT OF BEGINNING and containing 11.52 acres.

M-29
R. D.The Second Judicial District,
Tallahatchie County, Mississippi

Tutwiler

Beginning at a point in the south boundary line of the right of way line of the Illinois Central Railroad Company (formerly the Yazoo & Mississippi Valley Railroad Company); running from Tutwiler to Clarksdale, 500 feet in a westerly direction measured along said right of way line from the point where said right of way line intersects the west line of West Street, as shown by the recorded map of the town of Tutwiler, run thence N 63° 0' W (called N 65° 40' W in prior survey) along said right of way line 620 feet to an iron stake; thence south 24 degrees west 377.7 feet to an iron stake; thence run southwesterly 390 feet, more or less, to a point which lies 30 feet from the westerly wall and 20 feet from the southerly wall of Compress Building No. 2, both measured perpendicularly; thence parallel to and 20 feet southwesterly from the wall of said Compress Building 450 feet, more or less, to the South line of Section 19; thence with the south line of Section 19 East 307 feet to a point; thence N 48° 30' W 46 feet; thence North° E 78 feet; thence N 66° W along the boundary of the Crystal Ice and Coal Company property 300 feet; thence N 46° 30' E (called N 51° 0'E in prior survey) 600 feet, more or less, to the point of beginning.

YAZOO CITY, MISSISSIPPI

M-31
R.D.

Yazoo County, Mississippi

Yazoo City

Parcel 1

Beginning at the intersection of the West line of Water Street and the North line of Madison Street, being the Southeast corner of Lot 455, Yazoo City, Mississippi, run thence North 63 degrees 23 minutes West 872.5 feet along the North boundary of said Madison Street to the Southeast corner of Lot 6 of the Subdivision of Lot 3 Kohlman's Addition to Yazoo City, Mississippi, run thence North 26 degrees 37 minutes East 980.0 feet to a point 25.0 feet South of the toe of a levee; thence South 69 degrees 49 minutes East 206.4 feet parallel to and 25 feet South of the toe of said levee; thence South 60 degrees 59 minutes East 668.0 feet parallel to and 25 feet South of the toe of said levee to the West line of Water Street; thence along the West line of Water Street South 26 degrees 37 minutes West 975.2 feet to the point of beginning, containing 19.82 acres in the City of Yazoo City, Mississippi, being all of Lots 455, 527, 528, 623, and 686 and part of Lot 688, Yazoo City, Mississippi and part of Lot 26 of the Meadow Gin Subdivision of part of Lot 687, Yazoo City, Mississippi, including that part of Powell Alley and Swamp Alley bounding Lot 455 (and the leasehold estate therein).

Parcel 2

The parcel of property immediately adjacent and north of Parcel 1, lying north of the north line thereof, and south of Levee Street.

D M-35

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 13 day of October, 19 80, at 2:50 o'clock P.M., and was duly recorded on the 14th day of October, 19 80, Book No. 171, on Page 591, in my office.
Witness my hand and seal of office, this the 14th of October, 19 80.

BILLY V. COOPER, Clerk

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