ARRANTY DEED 809K 172 PAGE 01

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	d from the cabinet cab	d from the warrants of Madison County Cabinet B, Slide d from the warrants of way and mines greed and understoof this date on an if the proration by to the Grantees ikewise, t	County, Mississ 28 TRACELAND NORTH, PART or plat thereof on file ark of Madison County at Cark of Madison County at Cark Cabinet B, Slide 28. d from the warranty hereo sof way and mineral resegred and understood that of this date on an estimalif the proration as of the yto the Grantees or theilikewise, the Grantees agricerable by them. the signature of NORTH zed officer, this the 15th signature of NORTH and on behalf of said construment of writing or and on behalf of said construment of writing or the duly authorized so the county of Madison: County of Madison: Clark of the Chancery Court of Madison:	County, Mississippi, to- 28 TRACELAND NORTH, PART 6, a subdice or plat thereof on file and of records of plat thereof on file and of records of Madison County at Canton, Missisted Cabinet B, Slide 28. d from the warranty hereof are all sof way and mineral reservations greed and understood that the taxe of this date on an estimated basis if the proration as of this date if y to the Grantees or their assigns ikewise, the Grantees agree to pay verpaid by them. the signature of NORTHSIDE INVEXED AND AND AND AND AND AND AND AND AND AN	or plat thereof on file and of record in the k of Madison County at Canton, Mississippi Cabinet B, Slide 28. d from the warranty hereof are all restricts of Cabinet B, Slide 28. d from the warranty hereof are all restricts of the property of the taxes for the county of this date on an estimated basis and whe if the property of the Grantees of this date is incorry to the Grantees or their assigns, any de ikewise, the Grantees agree to pay to the verpaid by them. the signature of NORTHSIDE INVESTORS. I zed officer, this the 15th day of Octobe NORTHSIDE IN EY: F. Byro SISSIPPI, COUNTY OF Hinds Ily appeared before me the undersigned aut tion aforesaid F. BYRON DENNIS PRESIDENT Of NORTHSIDE INVESTORS And on behalf of said corporation, he signistrument of writing on the day and year instrument of writing on the day and year duly authorized so to do. MY COMMISSION EXPIRENT MY COMMIS	County, Mississippi, to-wit: 28 TRACELAND NORTH, PART 5, a subdivision according to or plat thereof on file and of record in the office of k of Madison County at Canton, Mississippi as now record and the control of the Stide 28. d from the warranty hereof are all restrictive covenance of way and mineral reservations of record affecting greed and understood that the taxes for the current y of this date on an estimated basis and when said taxe if the proration as of this date is incorrect, then they to the Grantees or their assigns, any deficit on an ikewise, the Grantees agree to pay to the Granter or verpaid by them. the signature of NORTHSIDE INVESTORS, INC. Zed officer, this the 15th day of October, 19 80. NORTHSIDE INVESTORS, INC. BY: F. Byrry Dennis, Property of Hinds Ity appeared before me the undersigned authority, in a stone of the signal of the day and year therein means of the signal of the signal of the signal of the signal of the country of the day of October MY COMMISSION EXPIRES: MY Commission expirity that the within the w	County, Mississippi, to-wit: 28 TRACELAND NORTH, PART 6, a subdivision according to the or plat thereof on file and of record in the office of the Chancer & of Morthside Theorem and the provided in Cabinet B, Slide 28. d from the warranty hereof are all restrictive covenants, ease—so of way and mineral reservations of record affecting said proper greed and understood that the taxes for the current year have been of this date on an estimated basis and when said taxes are actual if the proration as of this date is incorrect, then the Grantor y to the Grantees or their assigns, any deficit on an actual project in the Grantees agree to pay to the Grantor or its assigns verpaid by them. the signature of NORTHSIDE INVESTORS, INC, by its zed officer, this the 15th day of October , 19 80. NORTHSIDE INVESTORS INC. BY: F. Byrow Donnis, President Will appeared before me the undersigned authority, in and for the president of NORTHSIDE INVESTORS, INC. and on behalf of said corporation, he signed and delivered the action aforesaid F. Byrow Donnis for NORTHSIDE INVESTORS, INC. and on behalf of said corporation, he signed and delivered the action of the said corporation in the day and year therein mentioned, he is a signed and seal, this the

BOUK 172 PAGE 02 QUITCLAIM DEED

5117 For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, Donna Bates Grissom, do hereby remise, release and forever quitclaim unto Charles Edgar Grissom the following described land and property situated in the County of Madison, State of Mississippi, and more particularly described as follows, to-wit:

Located in the Southeast 1/4 and the East 1/2 of the Southwest 1/4 of Section 12, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows, to-wit:

Dast, Madison County, Mississippi, and Deing More particularly described as follows, to-wit:

Commencing at the Southeast corner of Lot 6 of Lake Haven of Rest, a subdivision according to a plat thereof on file and of record in the office of the Clerk of the Chancery Court of Madison County, Mississippi, at Canton, reference to which said plat is here expressly made in aid of this description (said subdivision now being known as Lake Castle); and from said point of beginning run thence South 47 degrees 97 minutes East 160 feet to an iron pin; run thence North 38 degrees 23 minutes East 400 feet to a point in Castle Lake; run thence Northwesterly in a straight line 115 feet to the Northeast corner of said Lot 6. Lake Haven of Rest, which point is in Castle Lake; run thence South 47 degrees 97 minutes West along the East line of said Lot 6, 351.5 feet to the Southeast corner of said Lot 6, which is the Point of Beginning, as aforesaid; being the same property conveyed to J. H. Swann by Correction Deed recorded in Book 62 at Page 413 and by Warranty Deed recorded in Book 62 at Page 413 and by Warranty Deed recorded in Deed Book 64 at Page 175 of the land records of Madison County, Missispi, reference to each of which is here expressly made in aid of this description; together with the full right of ingress and egress thereto over existing passageways; and fifteen (15) feet off the West side of that lot or parcel of land described in Warranty Deed dated July 28, 1955, executed by C. L. Castle and wife, Nancy G. Field, which Warranty Deed is recorded in Deed Book 62 at Page 443 in the office of the Chancery Clerk of Madison County at Canton, Mississippi, reference to which description therein contained is made in aid of and as part of this description.

The above described property is the same as that conveyed to Charles Edgar Grissom and wife, Donna Bates Grissom by War-' ranty Deed dated July 12, 1979, and recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Book 163

at Page 513, and by Quitclaim Deed dated March 11, 1980, and recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Book 168 at Page 319.

In consideration of the execution of this conveyance, grantee by his acceptance hereof, covenants and agrees to pay and discharge as and when due any and all indebtedness owed by grantor and secured by deed of trust or other security instrument to the property herein conveyed.

WITNESS MY SIGNATURE, this the 15 day of October, 1980.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me the undersigned authority at law in and for the jurisdiction aforesaid, the within named DONNA BATES GRISSOM, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein stated.

GIVEN under my hand and seal of office, this the /5 day of October, 1980.

ssion Expires:





WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, including the assumption by the Grantees and their agreement to pay as and when due the indebtedness evidenced by that certain Deed of Trust dated May 21, 1979 from Grantors and Dr. William F. Hutchison to Kimbrough Investment Company recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Book 457 at page 78, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, DAVID F. HUTCHISON and wife, CYNTHIA S. HUTCHISON, hereby sell, convey, and warrant unto DAVID L. HUNT and wife, ELISE J. HUNT, as joint tenants with full right of survivorship and not as tenants in common, the following described lot or parcel of land situated in Madison County, Mississippi, to-wit:

A parcel of land situated in the South 1/2 of Section 3, T7N-R2E, Madison County, Mississippi, and being described by metes and bounds, to-wit:

Commence at the corner common to Section 3, 4, 9, and 10, T7N-R2E, thence run North - 1928.5 feet; thence East - 2768.6 feet; thence North 03° 55' East - 713.58 feet; thence West - 120.12 feet; thence North 00° 05' West - 280.3 feet; thence North 89° 14' East - 1320.84 feet; thence South 01° 11' 30" West - 366.0 feet; thence North 89° 13' East - 216.04 feet to the true POINT OF BEGINNING. Thence continue along last mentioned call for a distance of 312.0 feet; thence run South 01° 11' 30" West - 147.78 feet; thence run South 89° 38' West - 312.0 feet; thence North 01° 13' East - 145.51 feet to the POINT OF BEGINNING, containing 1.0 acre.

ALSO: A perpetual and irrevocable easement and/or right-of-way for ingress and egress described as follows:

Commence at the corner common to Sections 3, 4, 9 and 10, T7N-R2E, thence run North - 1928.5 feet; thence East - 2768.6 feet; thence North 03° 55' East - 713.58 feet; thence West - 120.12 feet; thence North 00° 05' West - 280.3 feet;

thence North 89° 14' East - 1320.84 feet; thence South 01° 11' 30" West - 366.0 feet; thence North 89° 13' East - 201.03 feet to the POINT OF BEGIN-NING of the herein described 15 foot easement. Thence continue along last mentioned call for a distance of 15.01 feet; thence run South 01° 13' West - 291.03 feet to a point on the North line of a 50 foot easement for the purpose of ingress and egress; thence run North 89° 57' West along said North line 15.0 feet; thence leaving said North line run North 01° 13' East - 290.82 feet to the POINT OF BEGINNING.

This conveyance is made subject to and excepted from the warranty herein contained are all zoning restrictions, covenants, rights-of-way, servitudes, recorded or unrecorded easements, and all oil, gas, and other minerals reserved by previous owners. Ad valorem taxes for the year 1980 have been adjusted between the parties, and Grantees assume the payment thereof when due.

For the same consideration, Grantors hereby convey and assign to Grantees all sums in the mortgage payment escrow account held by Kimbrough Investment Company in connection with the loan hereby assumed. Grantees agree to provide a new policy of insurance as required by the assumed Deed of Trust, and Grantors shall retain the existing policy.

WITNESS OUR SIGNATURES, this the 16 4 day of

october , 1980.

k: •

DAVID F. HUTCHISON

CYNTHIA S. HOTCHISON

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the aforesaid county and state, the within named DAVID F. HUTCHISON and CYNTHIA S. HUTCHISON, who acknowledged that they signed and delivered the within and foregoin Warranty Deed on the day and year therein mentioned.

100x 172 PAGE 06

GIVEN under my hand and official seal, this the	
day iof Octobec_, 1980.	
NOTARY PUBLIC	_
My Commission Expires:	
My Commission Expires Sept. 14, 1981	
diverge	
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44 	
STATE OF MISSISSIPPI, County of Madison:	•
STATE OF MISSISSIPPI, County of Madison: I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument for record in my office this D. day of OCT 21 1980	; was filed
for record in my office this and day of OCT 21 1980 19 Book No. 7 Jen Page.	0.54. in
was duly recorded on the day of	
By D. Wright.	,, D. C.
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WARRANTY DEED

YOCK 172 PAGE 07

FOR AND IN; CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, WILLIAM GARY HAWKINS, INC., a Mississippi corporation, do hereby sell, convey and warrant unto WILLIAM GARY HAWKINS and SHARON A. HAWKINS as joint tenants, the following described parcels of land and property situated in the County of Madison, State of Mississippi, to wit:

Being situated in the NW 1 of Section 1, T7N-R1E, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at an iron pin which marks the Northeast corner of the NW ½ of the said NW ½ of Section 1 and run thence S 4° 06' 06" W, 2646.65' to a concrete right of way marker which is located 50' North of Mississippi Highway No. 463; run thence N 4° 06' 06" E, 2646.65' to the said Northeast corner of the NW ½ of the NW ½ of Section 1; run thence South, 1419.40' to a point; run thence West, 759.0' to a point in the center of a proposed public paved road, said point being the POINT OF BEGINNING for the parcel herein described; thence S 88° 21' 37" W, 516.105' to an iron pin; thence N 0° 03' 32" E, 168.57' to an iron pin; thence N 88° 21' 37" E, 521.835' to a point in the said center of a proposed public paved road; thence run Southerly, 168.965' along the arc of a 1260.33735' radius curve to the left in the said center of a proposed public paved road to the POINT OF BEGINNING, said arc having a chord bearing and length of S 2° 00' 09" W, 168.838'; containing 2.0 acres, more or less.

PARCEL B

Being situated in the NW 1 of Section 1, T7N-R1E, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at an iron pin which marks the Northeast corner of the NW ½ of the said NW ½ of Section 1 and run thence S 4° 06' 06" W, 2646.65' to a concrete right of way marker which is located 50' North of Mississippi Highway No. 463; run thence N 4° 06' 06" E, 2646.65' to the said Northeast corner of the NW ½ of the NW ½ of Section 1; run thence South 1419.40' to a point; run thence West, 759.0' to a point in the center of a proposed public paved road, said point being the POINT OF BEGINNING for the parcel herein described; thence S 88° 21' 37" W, 516.105' to an iron pin; thence S 0° 03' 32" W, 166.77' to an iron pin; thence N 88° 21' 37" E, 532.71' to a point in the said center of a proposed public paved road; thence run Northerly, 167.227' along the arc of a 1260.33735' radius curve to the right in the said center of a proposed public paved road to the POINT OF BEGINNING, said arc having a chord bearing and length of N 5° 38' 30" W, 167.105', containing 2.0 acres, more or less. or less.

It is hereby agreed and understood that this conveyance is made subject to all protective convenants; mineral reservations and easements of record applicable to said land and property.

172 PAGE 08

WITNESS OUR SIGNATURES, this the 20 day of october, 1880. William / Suc. Liw/his, President WILLIAM GARY HAWKINS, PRESIDENT SHARON A. HAWKINS, SECRETARY, TREASURER	
STATE OF MISSISSIPPI COUNTY OF HINDS PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named WILLIAM GARY HAWKINS, INC., WILLIAM GARY HAWKINS, acting as President, SHARON A. HAWKINS, acting as Secretary/ Treasurer, who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned and for the purpose therein stated. GIVEN UNDER MY HAND AND OFFICAL SEAL, this the	
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 day of day of 19 da	

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration on the part of the Grantees herein agreeing and allowing the Grantor, his assigns or future grantecs the right and privilege to connect to the City of Ridgeland, Mississippi sewer service line to be layed be the Grantees herein to the Northernmost property line of the herein described property and the Grantees herein further agreeing and allowing Grantor to connect to any natural gas service line which may be placed on, under and over the herein described property, or in the event that no such natural gas service line is so placed on, under or over said property within 90 days from the date of this conveyance, then Grantor shall at his election have the right to so place a natural gas service line on, under or over said herein described property as his sole expense and shall have a perpetual easement to so do, construct, service and maintain such natural gas service line, I, . ALONZO D. WELCH, Grantor, do hereby remise, release, convey and forever quitclaim unto GRADY MORGAN, JR. an undivided one-fourth interest, GRADY MORGAN, III, an undivided one-fourth interest, and C. R. MONTGOMERY, an undivided one-half interest, as tenants in common, Grantees, all of my estate, right, title and interest in and to the following described real property lying and being situated in the City of Ridgeland, Madison County, Mississippi, to-wit:

1.18 acres, more or less, lying and being situated in Lot 4, Block 24, Highland Colony Subdivision, also being in Section 30, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

From the SW corner of Lot 4, Block 24, Highland Colony Subdivision, Madison County, Mississippi, being in the centerline of East Ford Avenue, City of Ridgeland, Mississippi, run thence North 00° 20! East for a distance of 20.0 feet to a 3/4" iron pipe with cap, also being a point on the North Right-of-way of said East Ford Avenue, also being a fence corner and the point of beginning of the discription of the property described herein; thence continue North 00° 20' East along the West line of said Lot 4 and along an existing fence for a distance of 346.1 feet to an iron pin and fence corner; thence run

172 PAGE 1U South 87° 45' East along an existing fence a distance of 150.1 feet to a point; thence run South 60° 20' West for a distance of 341.1 feet to an iron pin on the North Right-of-way of said East Ford Avenue; thence run North 89° 40' West along said Right-of-way for a distance of 150.0 feet to the point of beginning.

IN CONSIDERATION of the execution of this instrument by Alonzo D. Welch, Grantor, the undersigned GRADY MORGAN, JR., GRADY MORGAN, III, and C. R. MONTGOMERY, Grantees, do hereby convey and grant unto the said ALONZO D. WELCH all of the rights, privileges and easements referred to hereinabove.

WITNESS THE SIGNATURES of the undersigned, this the 25 day of September, 1980.

OF-MISSISSIPPI)

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ALONZO D. WELCH, with acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

September, 1980.

My Commission Expires:

STATE OF MISSISSIPPI) COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named GRADY MORGAN, JR, GRADY MORGAN, III, and C. R. MONTGOMERY, who each acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

September 1980.

September 1980.

NOTARY DURLIC day of

NOTARY PUBLIC

My Commission Expires June 13, 1903

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

The second secon

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

800x 172 PAGE 11

5150

WARRANTY DEED



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

JIM ADAMS HOMES, INC.

does hereby sell, convey and warrant unto

STEPHEN GILMORE EGGER and REBECCA C. EGGER

as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in

MADISON County, Mississippi,

to-wit:

LOT 88, LONGMEADOW PART 3, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi as now recorded in Plat Cabinet B, Slide 21.

This conveyance is subject to the zoning regulations of any municipality, county or state jurisdiction, and air, water pollution and flood control regulations imposed by any governmental authority having jurisdiction over same.

No warranty or representation is hereby made whether or not the above-described property is or is not in any flood prone area, floodway or special flood hazard area as now or may hereafter be determined or designated by any governmental agency or political body. As a part of the consideration herein named, the within named Grantees, their successors or assigns, do hereby release the said Grantor from any and all claims of damages for damage accrued, accruing or to accrue as a result of any water damage, upkeep of drainage easements or any other damage, right ot claim whatsoever.

Excepted from the warranty hereof are all restrictive covenants, easements, rights of way and mineral reservations of record which affect the above-described property.

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

Witness the signature of _____JIM ADAMS HOMES, INC.

BOOK 172 PAGE 12

	, 1980.
•	
	JIM ADAMS HOMES, INC.
	By: JAMES N. ADAMS, PRESIDENT
	STATE OF MISSISSIPPI
	COUNTY OFHINDS
	Personally appeared before me, the undersigned authority
	in and for the jurisdiction aforesaid, <u>JAMES N. ADAMS</u>
	who acknowledged to me that he is PRESIDENT
	of JIM ADAMS HOMES, INC and that for
	and on behalf of said corporation, he signed and delivered the
	above and foregoing instrument of writing on the day and year
	therein mentioned, he having been first duly authorized to so do.
	GIVEN UNDER my hand and official seal of office on this
	the 17th day of October , 1980.
•	
	D. i. y Q.
	MV. commitssion expires:
	My commitssion expires: august 6, 1984
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TATE	OF MISSISSIPPI, County of Madison:
or recon	d in my office for the Chancery Court of said County, certify that the within instrument was filed
as duly	recorded on the day of UCT 2.2 1980 10 Park 1/2 9
ny office Wrtr	illy V. Cooper. Clerk of the Chancery Court of said County, certify that the within instrument was filed in my office this day of
	BILLY V. COOPER, Clark
	By M. Wright D.C.
	The second secon

STATE OF MISSISSIPPI MADISON _ book 172 PAGE 13 COUNTY OF 5143 SUBSTITUTED TRUSTEE'S DEED Johnny McGruder and Cora Mae McGruder WHEREAS, executed a Deed of Trust to Bailey Mortgage Company C. B. Henley _, Trustee, dated recorded in Book___ February 14, 1974 , Records of Mortgages and Deeds of Trust of Madison County, Mississippi; and FEDERAL WHEREAS, said Deed of Trust was assigned to __ NATIONAL MORTGAGE ASSOLCIATION by Assignment dated , Page____968 February 14, 1974 recorded in Book 400 Records of Mortgages and Deeds of Trust of County, Mississippi; and WHEREAS, FEDERAL . NATIONAL MORTGAGE ASSOCIATION appointed R. Conner McAllister as Trustee in said Deed of Trust in place of ____C. B. Henley ____, by Appointment of Substituted Trustee dated ____July 14,1980 , recorded in Book 474 . Page_ Records of Mortgages and Deeds of Trust of ___Madison_County, Mississippi; and WHEREAS, default having been made in the payment of the indebtedness secured by said Deed of Trust, which default continued for a period of time necessary for the holder thereof to declare the entire unpaid balance immediately due and payable as was its option so to do under the terms thereof, and default was made in said payment and said Substituted Trustee was requested and directed by the holder of the Note and Deed of Trust to foreclose under the

during legal hours between the hours of 11:00 A.M. and 4:00 P.M., at the south front door of the Madison County Courthouse

terms thereof, I, R. Conner McAllister, Substituted Trustee, pursuant

to the provisions of said Deed of Trust, did on October 13, 1980

BOUK 172 PAGE 14

Cánton

in the City of, Mississippi, offer for
sale at public auction and sell to the highest and best
bidder according to law, the following described property,
with improvements thereon situated, lying and being situated
in Madison County, Mississippi, more particularly
described as follows, to-wit:
A lot or parcel of land fronting 39.5 feet on the South side of Lee Street and more particularly described as follows, to-wit:
Commencing at the intersection of the South line of Lee Street with the West line of Cameron Street (according to the 1961 Official Map of the City of Canton) then run West along the South line of Lee Street for 237 feet to the point of beginning of the property herein described; thence South for 100 feet to a point; thence West for 39.5 feet to a point; thence North for 100 feet to a point on the South line of Lee Street, thence East along the South line of Lee Street for 39.5 feet to the point of beginning, said land and property all lying and being situated in the City of Canton, County of Madison, State of Mississippi.
Said property was sold after strictly complying with all of
the terms and conditions of said Deed of Trust and the statutes
made and provided in such cases. A notice of time, place and
terms of said sale, together with a description of said
property to be sold, was given by publication in the Madison
County Herald a weekly newspaper published and
generally circulated in Madison County, Mississippi,
for four (4) consecutive weeks preceding the date of sale.
The first notice of publication appeared September 18, 1980
and subsequent notices appeared September 25, October 2, and October 9,
1980 Proof of publication is
attached hereto and incorporated herein by reference. A notice
identical to said published notice was posted on the bulletin
board near the south front door of the Madison
County Courthouse in the City of, Mississippi,
on September 3, 1980 and everything necessary to be
done was done to make and effect a good and lawful sale.
At said sale, FEDERAL NATIONAL MORTGAGE ASSOCIATION
,, bid for said property in the amount of \$15,753.15
·

100x 172 page 15

and this being the highest and best bid, said
Federal National Mortgage Association was
declared the successful bidder and the same was then and
there struck off to said Federal National Mortgage Association
•
NOW, THEREFORE, in consideration of the premises,
and in consideration of the price and sum of \$15,753.15
, cash in hand paid, receipt of which is
hereby acknowledged, I, the undersigned Substituted Trustee,
do hereby sell and convey unto Federal National Mortgage
Association , its successors and assigns; the land
'and property above described, together with all improvements
thereon.
Title to this property is believed to be good,
but I convey only such title as is vested in me as Substitute
•
Trustee.
Witness my signature, this the 13th day of
October , 1995.
RI CONNER MCALLISTER
Substituted Trustee
STATE OF MISSISSIPPI
COUNTY OF HINDS
Personally appeared before me, the undersigned
authority in and for said County and State, the within
named R. Conner McAllister, Substituted Trustee, who stated to me on oath that he signed and delivered the above and
foregoing instrument on the day and in the year therein
stated, for the purposes therein mentioned.
Witness my signature, this the 13th day of
October , 1980 .
a Main a Malakantin
My Commission Expires:
My Commission Ethinashion 9, 1983

MADISON COUNTY HERALD PROOF OF PUBLICATION

THE STATE OF MISSISSIPPL MADISON COUNTY.

Personally appeared before me, a Notery Public in and for Madison County)
Mississippi, GARY ANDREWS, who being duly
sworn says that he is the Publisher of the
MADISON COUNTY HERALD, and that such is a
newspaper within the meaning of the statute,
published weekly in Canton, Madison County,
Mississippi, and having agent acticulation in the
City of Canton and Madison County, Mississippi,
and that the notice, a frue copy of which is hereio
attached, appeared in the issues of said
newspaper.

Limes as follows:

VOL 88 NO. 38 DATE Sept. 18, 1580 VOL 82 NO 39 DATE Ept 25 10 80 VOL. 88 NO. 40 DATE OUT 2 100 3 VOL. 88 NO. 4/ DATE Oct 9 1080 Y _ DATE_

Printer's Fee <u>s 79.35</u> Making Proof \$ 1.00 Total \$ 80,35

Motor Public Pub

BILLY, V. COOPER, Clerk

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, WILLIE GRISHAM, a single person, do hereby sell, convey and warrant unto RUBY G. BARTON, the following described property situated in the County of Madison, State of Mississippi, more particularly described as follows, to-wit:

Commence at the Southeast corner of the Northeast 1, Section 21, Township 8 North, Range 1
West, Madison, County, Mississippi, thence North 0 degrees 44 minutes West 706.32 to a point; thence West 409.78 to an iron pin hereafter referred to as the point of beginning; thence South 89 degrees 42 minutes West 417.42 to an iron pin; thence North 0 degrees 18 minutes West 1,344.85 to an iron pin; thence North 60 degrees 34 minutes East 477.88 to an iron pin; thence South 0 degrees 18 minutes East 1,577.5 to the point of beginning containing 14 acres more or less and being part of the Northeast 1, Section 21; Township 8 North, Range 1 West, Madison County, Mississippi.

Said property constitutes no part of my homestead.
WITNESS MY SIGNATURE this the 2/27 day of October,

1980.

Willie Grisham

NO TITLE OPINION RENDERED

STATE, OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid, this day, the within named WILLIE GRISHAM, a single person, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year, therein mentioned.

Given under MY HAND AND OFFICIAL SEAL OF OFFICE

COMMISSION EXPIRES:

MOTARY FUBLIC ()

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Mississip

· 1720 age 18

5149

WARRANTY DEED

IN CONSIDERATION OF THE SUM of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, I, I, IVORY NICHOLS, a widower, do hereby convey and warrant unto ANNIE R. NICHOLS, the following described property situated in Madison County, Mississippi, to-wit:

Begin at point of intersection of West Boundary of I-55 Interstate Highway, and the north boundary of Ivory Nichols property and run west 396.5 feet along old Fence Line to a 24 inch pine with cross and three hack's, thence run south 605 feet to an iron pin, same point being 25 feet north of center of ditch, thence run east 327 feet to west boundary of said Highway #55, thence run N 7 degrees E 607 feet to point of beginning, the above five (5) acre tract is in northeast corner of that part of grantor, Ivory Nichol's land, that lies west of interstate Highway #55 as shown on plat hereto attached, being partly in SW 1/4 of NW 1/4 and partly in E 1/2 of W 1/2 of SW 1/4 all in Section 24, Township 10 North, Range 2 East.

Grantor agrees to pay the 1980 taxes.

WITNESS MY SIGNATURE, this 21 day of October, 1980.

Wit Briete Va

The -

IVORY NICHOLS

STATE OF MISSISSIPPI COUNTY OF MADISON

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

GIVEN UNDER my hand and official seal, this 9/ day of October, 1980.

CHANCERY) CLERK

(SEAL)

BY: D. Wright

_D.C.

MY COMMISSION EXPIRES: 1- J-8 /

madison, County, missi 4-7104-

0. porter In 62 open 2 open 2 ban 4 24 - TION-KIE OF Enter Section of West Boundary OF I-53 Contex op : Ditch Hune Run Est 327 to WESI yeary H. ST. A Showing on Avole plat Bing Portly OB The About soon frack IS In Houth, East COKNER OF that nd the Houst Boundary OF INORY HICKOL 101- 534 HIGHWAY #55 - Thenke Run HITE 607 to Survey OF A. SHEVE THOCK Part of Grandow From Wichols Land that Lies west of of land on West Side , DESLIBEL AS Follows Courty of Madison. Att of Hississipp By Elle Hunderson Levie that's , thurse they Sourt The fourt Being 25' Kloveth OF "West 3915: A

ts my hand and seat of office, this the of ... 10CJ. 2.2. 1982.... 19

BOCK 1.72 PAGE 21

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For a valuable consideration not necessary here to mention, cash in hand paid to the grantor by the grantee herein, the receipt of which is hereby acknowledged, and the further consideration of TWENTY THOUSAND SIX HUNDRED SIXTY TWO AND 50/100 DOLLARS (\$20,662.50) due the grantor by the grantee herein as evidenced by promissory note described in and secured by purchase money deed of trust of even date herewith, I, H. J. CURRAN, do hereby convey and warrant unto MARIE C. CARVER, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

Lot 20 and 21 of GERMANTOWN, a subdivision, as shown by plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Slide B-40; LESS AND EXCEPT all oil, gas and other minerals.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the current year, the payment of which shall be pro-rated.
- (3) Existing deed of trust now of record against the above described property; however, grantor does hereby expressly warrant, covenant and agree that the above described property will be promptly released from the lien of said deed of trust upon the payment of the balance due on the purchase price of the above described property as evidenced by the aforesaid purchase money deed of trust.
- (4) Restrictive and/or Protective Covenants imposed upon the above described property as stated in that instrument executed by H. J. Curran dated June 10th, 1980, recorded in Land Record Book 471 at Page 635 thereof in the Chancery Clerk's Office for Madison County, Mississippi.

In addition to the aforesaid purchase money deed of trust, grantor does hereby expressly retain a vendor's lien to secure the balance due on the purchase price of the above described property, but a satisfaction and cancellation of said purchase money deed of trust shall also operate as a satisfaction and cancellation

of the vendor's lien herein retained.

WITNESS my signature this the 17th day of October, 1980.

H. J. Curren

STATE OF MISSISSIPPI COUNTY OF MARSON

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

Given under my hand and official seal this the 1/14 day of October, 1980.

Notary Public (Cari

V commission expires:

STATE OF MISSISSIPPI, County of Madison:

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SPECIAL WARRANTY DEED

5147

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100. (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BARBARA JEAN SNODGRASS JAMES, Administratrix of the Estate of Betty G. Snodgrass, deceased, by virtue of authority granted in Decree of the Chancery Court of Madison County, Mississippi, in Cause No. 24-354, rendered on the 1-13 day of Letruary, 1980, authorizing the sale of the lands described below, BARBARA JEAN SNODGRASS JAMES, Individually, MARY CAROL SNODGRASS McCULLER. and JOSEPH GLEN SNODGRASS, do hereby sell, convey and warrant specially unto H. L. VINSON and wife, DANYE CLAIRE VINSON, as joint tenants with right of survivorship, and not as tenants in common, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

> Lots 7, 6 and the East Half of Lot 5 of Block F, of Oakland Addition to the City of Canton, Mississippi, a plat of which is recorded in the Chancery Clerk's Office in Canton, Mississippi, recorded in Plat Book 1 at page 26 thereof.

This conveyance is executed subject to the following exceptions:

- 1. Ad valorem taxes for the year 1980 shall be paid by the Grantees herein.
- The restrictive covenants contained in instrument recorded in Book 29 at page 199 of the Chancery Clerk's Office of Madison County, Mississippi.
- 3. Zoning Ordinances and Subdivision Regulations of the City of Canton and Madison County, Mississippi.

EXECUTED this the _________, day of ___________, 1980.

BARBARA JEAN/SNODGRASS JAMES, ADMINISTRATRIX OF THE ESTATE BETTY G. SNODGRASS, DECEASED

STATE OF MISSISSIPPI

COUNTY OF MADISON

BOCK 172 PAGE 24

Personally appeared before me, the undersigned authority in and for said county and state, the within named BARBARA JEAN SNODGRASS JAMES, Administratrix of the Estate of Betty G. Snodgrass, deceased, and Individually, who being first duly authorized so to do, acknowledged that she signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 7½ day

Liquita an Scott

My commission expires:

STATE OF MISSISSIPPI COUNTY OF MACLIONA

Personally appeared before me, the undersigned authority in and for said county and state, the within named MARY CAROL SNODGRASS McCUL-LER, who acknowledged that she signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 74 day of Uruary, 1980.

Uguta ann Scott

My commission expires

COUNTY OF C	CZ BDAS ZII NOOB
Personally appeared before me,	the undersigned authority in and
for said county and state, the with	in named JOSEPH GLEN SNODGRASS, who
acknowledged that he signed, execut	ed and delivered the above and
foregoing instrument on the day and	year therein mentioned.
Given under my hand and offici	al seal, this the <u>lst</u> day
. of February , 1980.	•
em Tacker	
Dog months of the second of th	
S F A L	James M. Churchell
Amborised 10 5 8 Administr Oalth 2 1 Aministr Oalth	NO WANTER WALLE OF THE WALL WAS AND
(SEAL)	JAMES M. CHURCHILL, LtCol, USAE 126-32-5227 48 TFW/USAFE
MAXBOUMTABLOUXBEATEER:	Judge Advocate, Syracuse, NY
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Sign and the state of the state	er er
STATE OF MISSISSIPPI, County of Madison:	
STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper Clerk of the Chancery Court of sa	id County, certify that the within instrument was filed
for record in my office this day of OCT. 2 2 198	24. 19.80 at 10.45 clock M., and
was dully recorded on the angles day of ULLA A 198	U, 19, Book No.//son Page. J. in
my office. Witness my hand and seal of office, this the of .	BULY V. COOPER Clork A
	BILLY V. COOPER, Clork By D. D. C.
The state of the s	

SHAHNOOK RAF LAKENHEATH, SUFFOLK, ENGLAND

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BOOK 172 PAGE 26 5152

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

A parcel of land containing 9.5 acres more or less lying and being situated partly in the E½ of the SE½ of Section 28 and partly in the W½ of the SW½ of Section 27 and all in Towhnship 10 North, Range 4 East, Madison County, Mississippi and more particularly described as commencing at the SE corner of the NW½ of the SW½ of said Section 28 run S 00 degrees 04' 24"E 479.ll feet to a concrete monument; thence N 89 degrees 53' 25"E 3315.82 feet to an iron pin; thence N 00 degrees 06' 35"W 495.21 feet to an iron pin and the point of beginning and from said point of beginning, run N 00 degrees 06' 35"W 495.22 feet to an iron pin; thence N 89 degrees 47' 49"E 835.53 feet to an iron pin; thence S 00 degrees 20' 27"E 497 feet to an iron pin; thence S 89 degrees 55' 04"W 837.53 feet to the point of beginning.

AND

A parcel of land containing 1 acre more or less lying and being situated in the NWk of the SWk, Section 28, Township 10 North, Range 4 East, Madison County, Mississippi and more particularly described as commencing at the SE corner of said NWk of the SWk run N 89 degrees 09' 23"W 1063.54 feet to an iron pin; thence N 54 degrees 20' 14"E 360.04 feet to an iron pin and the point of beginning, and from said point of beginning, run N 35 degrees 39' 46"W 198.39 feet to an iron pin on the east right-of-way line of Mississippi State Highway No. 43; thence N 53 degrees 54' 46"E along said east right-of-way 217.8 feet to an iron pin; thence S 35 degrees 39' 46"E 200 feet to an iron pin; thence S 54 degrees 20' 14"W 217.8 feet to the point of beginning. beginning.

WITNESS OUR SIGNATURES, this the gth day of

STATE OF MIS. COUNTY OF William Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, WILLIE SMITH, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. ist with SMITH GIVEN under my hand and official seal, this the 3/day (SEAL) MY COMMISSION EXPIRES: 11 · Commission Expires March 4, 1935. STATE OF MIGGISSIPP COUNTY OF HINDS Personally appeared before me, the undersigned authority in and for the county and state-aforesaid, the within named; RUTHEL LUCKETT, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. RUTHEL GIVEN under my hand and official seal, of PUBLIC (SEAL)
MY COMMISSION EXPIRES: MY COMMISSION EXPIRES 1-14-82

2

STATE OF hussissippi COUNTY OF HINGS

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, ELIZA PICKENS, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

SEAL)

STATE OF Mississippi
COUNTY OF Hands Managered before me, the seal, this the 5 day of Fary Exconnission expires 1:14-82

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, SARA' RUTH DAVIS, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

SARA RUTH DAVIS

GIVEN onder my hand and official seal, this the 20 day of William 1979.

(SEAL)

MY COMMISSION EXPIRES:

STATE OF California COUNTY OF Jos angeles.

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, JOLLISTEEN EDMOND, who acknowledged that signed and delivered the foregoing instrument on the day and year therein mentioned.

Allestern Edmond

Allestern Edmond

GIVEN under my hand and official seal, this the Journal day

Kernice NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES:

OFFICIAL SEAL BERNICE TUCKER
HOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN LOS ANGELES COUNTY
My Commission Expires June 1, 1981

- 3' -

STATE OF heart

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, PERCY EDMOND, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

day of Auruany, 1979.1980

(SEAL). (OF MY COMMISSION EXPIRES:

NOTARY PUBLIC NEVALEE RAND HOTRAY PUBLIC, Jeckson County, Alley, My Commission Expires 10-11-82

STATE OF MARKET

Personally appeared before me, the undersigned authoriting and for the county and state aforesaid, the within named, JOHN EDMOND, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. the undersigned authority

GIVEN under my hand and official seal, 1979.

(SEAL)

NOTARY PUBLIC

Personally appeared before me, the und this the

Personally appeared before me, the undersigned authority in and for the county and state aforesaid; the within named, ELBERT WALKER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

of November my hand and official seal, this the Servere June

(SEAL)
MY_COMMISSION EXPIRES:

me!

NOTARY PUBLIC

DEEICIAL SEAU
BERNICE TUCKER
NOTARY PUBLIC - GALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGLES COUNTY DEEIGIAL SEAU
BERNICE TUCKER
NOTARY PUBLIC: CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
STOR Explass June 1, 1921

-4-

telug STATE OF COUNTY OF

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, WALTER JAMES DAVIS, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Walter James Davis WALTER JAMES DAVIS

GIVEN junder my hand and official seal, this the 184 day

(SEAL)
MY COMMISSIONLEXPIRES:

Notary Public, Ingham County, Mich.

My Commission Expires 3-7-81

My Commission Expires 3-7-81

My Commission Expires 3-7-81 JAMES R. RILEY

nienosei W _{TATE} COUNTY OF m: I wankee

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, PHILLIP CHINN, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this the , 19**70**.

(SEAL)

MY COMMISSION EXPIRES: My Commission Expires 1/2/83

STATE OF MG, · COUNTY OF he police

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, ERICH WILLIAMS, who acknowledged that signed and delivered the foregoing instrument on the day and year therein mentioned.

ERICH WILLIAMS

GIVEN under my hand and official seal, this the 23 day of 1979.

(SEAL)

MY COMMISSION EXPIRES:

COMMISSION EXPIRES:

(MY (11; 11) 300 Express Vaich 4, 1995

STATE OF freed

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, MINNIE McLENDON, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

MINNIE McLENDON

GIVEN under my hand and official seal, this the Sday of commission expires.

MY COMMISSION EXPIRES:

STATE OF WISCONDER COUNTY OF Milwanker

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, , COLEMAN PORTER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

COLEMAN PORTER

GIVEN under my hand and official seal, this the 24 day

(SEAL)
MY COMMISSION EXPIRES:
DELORIS SIMS
MY COMMISSION EXPIRES
AUGUST 16, 1981

STATE OF Minio, Lo

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, JOHN PORTER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

JOHN PORTER

GIVEN Under my hand and official seal

NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES:
COMMISSION Expires Jan. 17, 196-

STATE OF JUL COUNTY OF COOK.

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, LLODD WILLIAMS, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

LLODD WILLIAMS

GIVEN under my hand and official seal, this the /2 day

(SEAL)

(SEAL)

(SEAL)

MY GORISSION EXPIRES:

STATE OF Like County OF Incolubrate COUNTY OF melistell

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, REGGIE PORTER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

REGGIE PORTER

NOTARY PUBLIC

in in day of frucky, 1979/980

(SEAL)

(SEAL)

MY COMMISSIONS MAY PIRES:

Notary Public Minimum Res County

State of Visconsin

My Commission expires Jan. 23, 1933

**

STATE OF Wis Consum

COUNTY OF Pulwanter

11.5

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, ROBERT PORTER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Robert PORTER

NOTARY PUBLIC

MY COMMISSION EXPIRES: Notary Public Microsoft Spirit of Microsoft Co. 1903 ت ۱۳۶۶ و ۱۳۶ ۱۳۶۶ و ۱۳۶۶

-7-

STATE OF MISS
COUNTY OF MINGS
Personally appeared before me, the undersigned authority
in and for the county and state aforesaid, the within named,
RACHAEL DRAINS, who acknowledged that she signed and delivered
the foregoing instrument on the day and year therein mentioned.

ROBL DIA

RACHAEL DRAINS

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

Lee Mary a NOTARY PUBLIC

(SEAL)2 (SEAL)

** * * * *

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named WILLIE LEE JACKSON, Who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Willie de Jackson Willie LEE JACKSON

GIVEN under my hand and official seal, the 4th day of February,

• 1980.

Mary D.
NOTARY PUBLIC Mary A. Antonovich

COMMISSION EXPIRES

STATE OF MISSISSELL

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

MELVIN DAVIS

MELVIN DAVIS

day of Mahon, 1980.

(SEAL).
MY COMMISSION EXPIRES:

Mir comprission Expires Moreh 4, 1945.

STATE OF husburn

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

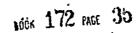
Mesley Davis

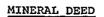
GIVEN under my hand and official seal 1980. this the

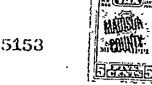
(SEAE) YOU EXPIRES:

My Commission Expires March 4, 1925.

STATE OF MISSISSIPPI, County of Madison:







FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, the receipt of which is hereby acknowledged, and the love that I have for my mother, the Grantee herein, and other good and väluable considerations, the receipt of all of which is hereby acknowledged, I, EVELYN MARIE MURPHY, do hereby sell, convey and specially warrant unto my mother, MRS. FLORA JONES MURPHY, all of my right, title and interest in and to the oil, gas and other minerals in, on and under that certain tract of land lying and being situated in the County of Madison, State of Mississippi, and described as follows, to-wit:

SE 1/4 NE 1/4 and all E 1/2 SE 1/4 east of road, Section 9, N 1/2 and SW 1/4 and W 1/2 SE 1/4 of Section 10, and the NW 1/4 NW 1/4 of Section 3, all in Township 8 North, Range 1 West. Also any and all right, title and interest in and to all Also any oil, gas and other minerals in, on and under any lands lying and being situated in the County of Madison, State of Mississippi.

The interest conveyed herein constitutes no part of my homestead.

WITNESS my signature, this the 20th day of Odl 1980.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority at law in and for the jurisdiction aforesaid, EVELYN MARIE MURPHY, who acknowledged that she signed and delivered the above and foregoing deed of conveyance on the day and date as therein stated.

WITNESS my signature and the seal of my office, this the

20 day of October

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.03/4.2 Marie

OSUM SECRETARIAN

(SEAL)

MISTRE

Witness my hand and soll of office, this theof ... DCT 2 2 1980....., 19

BILLY V. COOPER, Clerk

COUNTY OF MADISON

BOCK 172 PAGE 38



TIMBER DEED

For and in consideration of the sum of One Hundred Dollars (\$100.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I, RAYMOND J. ANTON, hereinaf called "Seller," do sell, convey and warrant unto KITCHENS BROTHERS MANUFACTURING COMPANY, hereinafter called "Purchaser," all timber marked for cutting as hereinafter indicated on the following described lands: hereinafter

Approximately 250 acres described as South part of El of SEl, Wi of SEl, SWi, Section 20; part of Sk of Sk, Section 21; Ni of Nk, SWi of Nwk, Wi of SWi North of Bear Creek, Section 28; all Section 29 North of Bear Creek, Township 10 North, Range 2 East, Madison County, Mississippi, and more particularly as shown on the attached map by James M. Vardaman & Co., Inc.

The terms and considerations of this deed are as follows:

- 1. All timber sold under this agreement has been marked with blue paint spots below stump height and on the body of the trees. For any unmarked trees containing merchantable timber which are cut by Purchaser its employees, contractors, or employees of contractors, Purchaser pay Seller at double the current price of stumpage for the class of material said trees contain.
- 2. No unnecessary damage shall be done to young growth or to trees left standing. Purchaser shall have the right of ingress and egress on, across, and over the lands owned by Seller for the purpose of logging the timber conveyed herein. Roads and fences must be maintained during logging and must be restored to their original condition when logging is completed. Purchaser may cut and use such small hardwood timber as may be necessary for bridging, roadbuilding, and logging.
- 3. Unless extension of time is granted in writing by Seller, the timber sold under this agreement shall be cut and removed from the above-described lands by 31 December 1982. Title to any timber sold under this agreement and remaining on the lands described above after such deadline or any extension thereof shall revert to Seller.
- 4. Purchaser agrees and warrants that it will at all times indemnify and save harmless Seller against any and all claims, demands, actions, or causes of action, for injury or death of any person or persons, or damage to the property of any third person or persons, which may be due in any manner to operations of Purchaser upon these lands.

* .	SIGNATURE,	this	_2/_day	of	0,8	, 1	980.
•			1	R2	C. YMOND T	16.	-

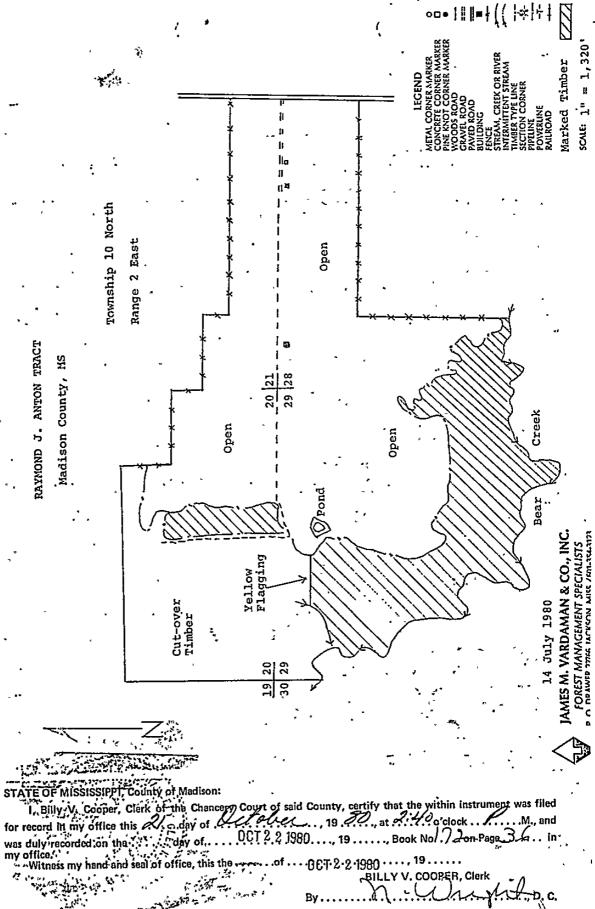
STATE OF Misousupper COUNTY OF Medicine

Personally appeared before me, the undersigned authority in and for said county and state, Raymond J. Anton, who acknowledged that he signed and delivered the foregoing instrument on the day and date therein named and for the purposes therein expressed.

Witness my hand and the seal of my office on this 2/ day of October

NOTARY PUBLIC

Commission-expires



5158@

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due the certain indebtedness due and owing by the Grantors herein, unto Unifirst Savings and Loan, which indebtedness is secured by a Deed of Trust dated March 12, 1976, and recorded in Book 417 at Page 342 of the records of the Chancery Clerk of Madison County, at Canton, Mississippi, we JOHN W. BONINO and wife, SARAH S. BONINO, do sell, convey and warrant unto WILLIAM A. McCRARY and wife, MARTHA H. McCRARY, the following described land and property lying and being situated in the County of Madison, .State of Mississippi, to-wit:

Lot Seven (7), Natchez Trace Village Subdivision Part Two (2), according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 6 at Page 4.

And further more particularly described as follows, to-wit:

Commence at an iron pin in the East margin of the Old Jackson-Canton Road that is South 615.3 Feet and East 533.4 Feet of the NW corner of Section 22, Township 7 North, Range 2 East, Madison County, Mississippi, and run thence S 14 degrees 38 minutes East along East right-of-way of Old Canton Road 518.4 feet; thence S 20 degrees 52 minutes East 196.1 feet along right-of-way of Old Canton Road; thence S 40 degrees 46 minutes East 95.1 feet to an iron pin, thence N 89 degrees 57 minutes East 317.7 feet to an iron pin; thence North 89 degrees 17 minutes East 310.9 feet to an iron pin; thence S 89 degrees 58 minutes East for 297.4 feet to Southwest corner of this property and this being point of beginning; thence N 00 degrees 02 minutes East 201.9 feet; thence S 89 degrees 58 minutes East along a public street right-of-way for 132.2 feet; thence S 00 degrees 02 minutes West 201.9 feet; thence N 89 degrees 58 minutes West 132.2 feet to point of beginning.

Grantors do transfer and assign any interest in all accrued escrow accounts and in any insurance policies to Grantees.

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

	Taxes for the year 1980 are prorated as of the date of
	this conveyance.
	WITNESS OUR SIGNATURES, this the day of
	October, 1980.
	1 the second
	JOHN W. BONINO.
	Loral S: Borino
• -	. SARAH S. BONINO
	STATE OF MISSISSIPPI
	COUNTY OF HINDS
	THIS DAY PERSONALLY came and appeared before me, the under-
	signed authority in and for the aforesaid jurisdiction, the within
	named, SARAH S. BONINO, who acknowledged that she signed, executed
	and delivered the above and foregoing instruments of writing on
	the day and year therein mentioned.
	- UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the
	day of notolei, 1980.
-	NOTARY PUBLIC
	2 3 11 3 3 11 1 2 3 11 1
	My Commission Expires:
	STATE OF ILLINOIS
	COUNTY OF COOK
•	THIS DAY PERSONALLY came and appeared before me, the under-
	signed authority in and for the jurisdiction aforesaid, the within
	named JOHN W. BONINO, who acknowledged that he signed, executed
	and delivered the above and foregoing instrument of writing on the
	day and year therein mentioned. ' ' '
	GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the
	1980.
	NOTARY PUBLIC
	My Commission Expires:
	max 27 1984 ···
	and the same of th
	Don McLemore
	Attorney At Law Suite 100, Jackson Mall
*•	Jackson; MS 39213
	STATE OF WISSISSIPP, County of Madison:
	for record in my office this. A. day of O. J. at J. J. day of O. J.
	was duly recorded on the E day of UC.1.4.2 1980 19, Book No. /. / Jon Page JO in
•	my office of the my office of this the
	BILLY V. COOPER, Clerk By M. Wught, D. C.
	No the second se

eôŝk 172 page 40

WARRANTY DEED

5162

FOR AND IN CONSIDERATION of the sum of Ten Dollars

(\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, HARKINS & HARKINS

BUILDERS, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto LEMUEL LAWRENCE HOUCHINS, JR., a single person, and PAMEIA PAIMER, a single person, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot 12 , SQUIRREL HILL, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slot 40 thereof, reference to which map or plat is here made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURE of the Grantor herein, this the

HARKINS & HARKINS BUILDERS, INC.

Gary J Horkins, Vice President

800x 172 PAGE 41

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

GIVEN under my hand and official seal of office, this the 17th day of October, 1980.

Commission Expires:

Withdraw I want and sale sale

BILLY V. COOPER, Clerk

EÖÖK 172 PAGE 42

-WARRANTY DEED-



5166

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, HIGHLAND DEVELOPMENT CORPORATION does hereby sell, convey and warrant unto HOWARD H. KINSER and wife, MURIEL L. KINSER, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 60, STONEGATE SUBDIVISION, PART II, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton Mississippi in Plat Book B at page 28 reference to which map or plat is here made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURES of the Grantors, this the 17th day of October, 1980.

HIGHLAND DEVELOPMENT CORPORATION

BY Richard L. Chard. President

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

GIVEN UNDER MY HAND and official seal of office on this the 17th day of October, 19 80.

My Commission Expires:

6/26/82

Notary Public

STATE DE MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk
By D. C.

The second secon

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, T. C. ALEXANDER, do hereby convey and warrant unto T. C. ALEXANDER and MILDRED LOUISE ALEXANDER, as joint tenants with full right of survivorship and not as tenants in common,.. the following described property lying and being situated in Madison County, Mississippi, to-wit:

> A parcel of land containing 3/4 acres (more or less) situated in the SE% of NE% of Section 15, Township 7 North, Range 1 East, Madison County, Mississippi, more particularly described as:

Commencing at an iron peg in the South East corner of the SE% of NE% of said Section 15 and running thence West for a distance of 200' 8", thence North for a distance of 157', thence East for a distance of 200' 8", thence South 157' to point of beginning.

WITNESS MY SIGNATURE, this the Zo day of september, 1980.

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said County and State, the within named, T. C. ALEXANDER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed.

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

COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

WARRANTY DEED

5172

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, WE, the undersigned, DORSEY HAMLIN and EARNESTINE HAMLIN, do hereby sell, convey and warrant unto BRYAN HOMES, INC., a Mississippi corporation, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A parcel of land containing one (1) acre, more or less, lying and being situated in the Wł of the NWł of the NEł, Section 33, Township 10 North, Range 3 East, Madison County, Mississippi, and more particularly described as beginning at a point on the south line of Stump Ridge Road 480.71 feet North of and 468.25 feet East of the southwest corner of said NWł of the NEł Section 33, Township 10 North, Range 3 East run south 52° 52' 35" east along the south line of Stump Ridge Road 145.36 feet to a point; thence South 23° 19' 54" east 49.79 feet to a point; thence South 03° 01' 14" West 230.19 feet to a point; thence North 86° 58' 56" West 142.46 feet to a point; thence North 03° 01' 14" East 356.31 feet to the Point of Beginning.

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

THE 1980 Ad Volorem Taxes shall be pro rated.

WITNESS OUR SIGNATURES this the 21 day of Octor , 1980

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named DORSEY HAMLIN and EARNESTINE HAMLIN who acknowledged to me that they signed and delivered the above and foregoing instrument of writing of the day and year therein mentioned as their act and deed for the purposes therein stated.

GIVEN under my hand and official seal of office, this the 0 / 12 E / 17 Confession Extres 1:31, 22, 1991

STATE OF MISSISSIPPI, County of Madison:

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

172 PAGE 45



5173

cash in hand paid me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, FLORA R. LAWRENCE, do hereby convey and forever warrant, subject to the limitations and exceptions hereinafter contained, unto DAVID F. LAWRENCE and MARY C. LAWRENCE, as joint tenants with full right of survivorship, and not as tenants in common, the following described real property lying and being situated in Madison County, Massissippi to wit:

A parcel of land containing 7.0 acres in the South Half (S 1/2) of Section 33, Township 9 North, Range 4 East, Madison County, Mississippi, and being more particularly described as:

From the northeast corner of the South Half of the Southeast
Quarter of the Northeast Quarter (S 1/2 SE 1/4 NE 1/4) of said
Section 33, run thence west for a distance of 2498.4 feet to a
point; thence run South for a distance of 984.4 feet to the POINT
OF BEGINNING of the lot or parcel of land hereby described and
conveyed, and from said point of beginning run thence southwesterly
in an arc which is 25 feet east of the center line of a public county
road, for a distance of 349.62 feet to a point (said point also described as being 551° 09' 58" West a distance of 347.46 feet from
the point of beginning; thence run South 89° 26' E for a distance
of 758:9 feet to a point; thence run South 00° 12' W for a distance
of 149.0 feet to a point; thence run South 98° 26' E for a distance
of 346.4 feet to a point; thence North 00° 34' E for a distance of 370.0
feet to a point; thence run North 89° 26' W for a distance of 844.5
feet to a point; thence run North 55° 57' W for a distance of 208.8
feet to the POINT OF BEGINNING, all as shown on the Plat of Survey prepared by Case-Hutchinson, Inc., dated March 26, 1974, a
copy of which is attached hereto as Exhibit "A" in aid and as a part
of this description for all purposes.

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

- 1. County of Madison and State of Mississippi ad valorem taxes for the year 1980, and subsequent years.
- 2. The covenants and provisions contained in the deed from Pearl River Valley Lumber Company to W. R. Chambers dated July 9, 1938, and recorded

<u> 111</u>2

BOOK 172 PAGE 46

in Deed Book 11 at page 460, including the reservation to the Grantor therein of all oil, gas and other minerals in, on and underlying the above described property.

3. Madison County, Mississippi Zoning Ordinance and Subdivision Regulations.

WITNESS MY SIGNATURE on this the day of October, 1980.

FLORA R. LAWRENCE

GRANTOR

STATE OF MISSISSIPPI COUNTY OF MADISON

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

day of October, 1980.

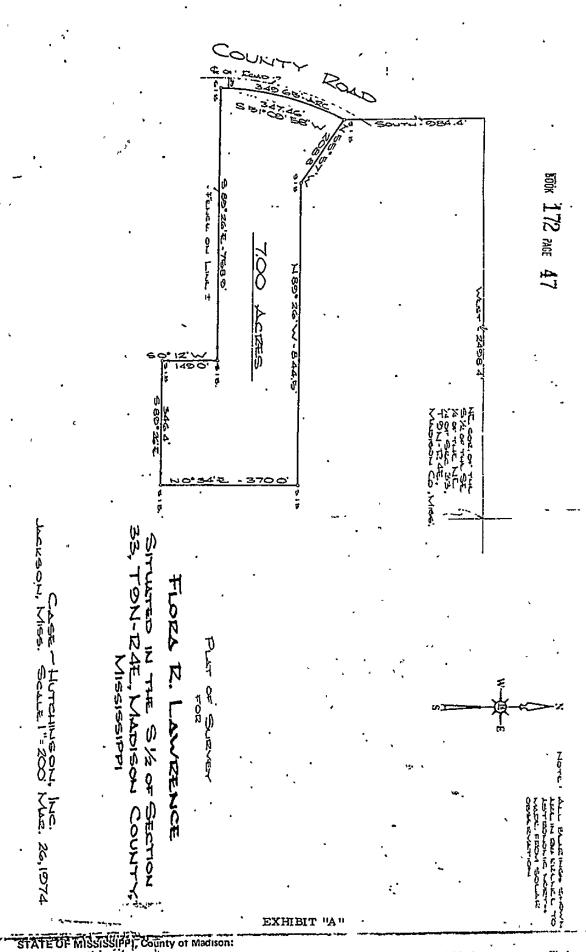
NOTARY PUBLIC

MY COMMISSION EXPIRES:

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STATE OF MISSISSIPPI, County or Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 22 day of OCT 2 2 1980 at 3 ... O'clock ... M., and was duly recorded on the day of OCT 2 2 1980 applications of OCT 2 2 1980 and Book No. 7. Son Page ... in Witness my hand and saal of office, this the of OCT 2 2 1980 applications of OCT 2 2

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BOUK 172 PAGE 48

WARRANTY DEED

5175

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, EARLINE HARRIS, do hereby sell, convey and warrant unto KODAS MARSHALL, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

One (1) acre of land off the North end of that part of the NE 1/4 NE 1/4 of Section 32, Township 10 North, Range 3 East, which lies East of Highway 51 and North of the old public road, less and except 13 acres off the East side of NE 1/4 of NE 1/4 of Section 32, Township 10 North, Range 3 East, said one acre to front on the east side of Highway 51.

This conveyance is executed subject to the following exceptions:

- 1. Ad valorem taxes for the year 1980 shall be prorated with the Grantor paying 12 /12ths of said taxes and the Grantee paying _______/12ths of said taxes.
- 2. Zoning Ordinances and Subdivision Regulations of Madison County, Mississippi.

EXECUTED this the 22nd day of October

STATE OF MISSISSIPPI COUNTY OF MADISON

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

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TRA EGUSTICE TO EXCITE THE C MOS

STATE OF MISSISSIPPI County of Madison:

- (4) - (5)

A STATE OF THE STA

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 production of the Chancery Court of said County certify that the within instrument was filed for record in my office this production of the chancery Court of said County certify that the within instrument was filed for record in my office this production of the chancery Court of said County certify that the within instrument was filed for record in my office this product of the chancery Court of said County certify that the within instrument was filed for record in my office this product of the chancery Court of said County certify that the within instrument was filed for record in my office this product of the chancery Court of said County certify that the within instrument was filed for record in my office this product of the chancery Court of said County certify that the within instrument was filed for record in my office this product of the chancery Court of said County certify that the within instrument was filed for record in my office this product of the chancery Court of said County certify that the within instrument was filed for record in my office this product of the chancery Court of said County certify that the within instrument was filed for record in my office. The chancery Court of said County certify that the within instrument was filed for record in my office.

BILLY V. COOPER, Clerk

By M. Whight D.C.

WARRANTY DEED BOOK 172 PAGE 49 5182

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, GORDON W. MARKS and VIVIAN S. MARKS, husband and wife, do hereby sell, convey and warrant unto WALKER DEVELOPMENTS, INC. the following described land and improvements lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to wit:

The following described land and property, lying and being situated in Madison County, State of Mississippi, and being more particularly described as follows, to wit:

Part of the West one-half (1/2) of Section 14, Township 7 North, Range 1 East, lying and being situated Southwest of Richardson public Road and South of Ridley Hill Road, and being more particularly described by metes and bounds as follows:

From an iron pin marking the Southwest corner of Section 14, Township 7 North, Range 1 East, Madison County, Mississippi, go North along the West line of Section 14 a distance of 329.5 feet to a point and iron pin marking the point of beginning.

beginning.

Thence continuing North along the West line of Section 14, said line also being the West line of the herein described property, for a distance of 3,595.3 feet to a point, said point being on the center line of Ridley Hill Road; thence along the center line of Ridley Hill Road on a bearing of N 69° 34' E a distance of 360.1 feet to a point of curve to the left, said curve having a radius of 1048.8 feet; thence along the arc of said curve and along the center line of along the intersection of the center lines of Ridley Hill Road and Richardson Road; thence Southeasterly along the center line of Richardson Road; thence Southeasterly along the center line of Richardson Road \$ 23° 27' E for a distance of 330.9 feet to a point; thence \$ 25° 27' E for a distance of 427.4 feet to a point; thence \$ 26° 40' E for a distance of 347.7 feet to a point; thence \$ 26° 40' E for a distance of 347.7 feet to a point; thence \$ 26° 40' E for a distance of 427.4 feet to a point; thence \$ 26° 40' E for a distance of 347.5 feet to a point; thence \$ 26° 40' E for a distance of 347.7 feet to a point; thence \$ 26° 40' E for a distance of 347.5 feet to a point; thence \$ 51° 56' curve a distance of 367.9 feet to a point; thence \$ 51° 56' curve a distance of 367.9 feet to a point; thence \$ 29° 00' E for a distance of 601.8 feet to a point; thence \$ 29° 00' E for a distance of 601.8 feet to a point; thence \$ 29° 00' E for a distance of 310.8 feet to a point; thence \$ 29° 00' E for a distance of 310.8 feet to a point; thence \$ 29° 00' E for a distance of 83° 13' W 751.8 feet to a point and iron pin; thence \$ 0.° 46' W 1070.1 feet to a point and iron pin; thence \$ 0.° 46' W 1070.1 feet to a point and iron pin; thence \$ 0.° 46' W 1070.1 feet to a point and iron pin and the point of beginning, containing 137.2 acres more or less.

3084 172 PAGE 50

This conveyance and the warranty hereof are made subject to those certain easements to TEXAS EASTERN TRANSMISSION CORPORATION as recorded in Book 62 at Page 172, Book 71 at Page 112 and Book 71 at Page 412 of the records of Madison County, Mississippi.

This conveyance and the warranty hereof are made subject to any building restrictions, zoning ordinances, ordinances, and regulations of the County of Madison which apply to the above mentioned property.

WITNESS OUR SIGNATURES on this the 29% day of December, 1978.

Gordon W. Marks

Il. S. B. Paarhi Vivian S. Marks

book 172 PAGE 51 STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, GORDON W. MARKS and VIVIAN S. MARKS, who acknowledged to me they signed and delivered the above and foregoing instrument of writing on the day and year therein written as their act and deed.

Given under my hand and official seal, this the 29 day, of December, 1978.

me B. Mc Co aw

C Mission expires:

STATE OF MISSISSIRPI, County of Medison:

If Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this State of the Chancery Court of said County, certify that the within instrument was filed to record in my office this State of the Chancery Court of said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify that the within instrument was filed to the said County, certify th

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5183

ELECTRIAGE DISTRIBUTION LINE

County, Mississippi

RIGHT OF WAY INSTRUMENT

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

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

... Mississippi, described as follows, to-

Township 9 North, Range 4 East Section 29: NW4 of SE4

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

right of way.

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

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

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

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

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

WITNESS my/our signature_ ___ this the_ 18th DAVID K. BROOKS STATE OF MISSISSIPPI Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named husband and w adjusted and delivered the foregoing instrument on the day and date therein mentioned.

August August Coven under my hand and efficial seal, this the 22 day of Talund South Rotary Public husband and wife, who acknowledged . 19_ STATE OF MISSISSIPPI. County of Madison:

STATE OF MISSISSIPPI. County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3 day of 19 day o

BILLY V. COOPER, Clerk
By. Limith - Van-

172 PAGE 53

5184

DISTRIBUTION LINE ELECTRICAL

RIGHT OF WAY INSTRUMENT

and other valuable considerations, receipt of all of which is hereby acknowledged, 'I/we firs, successors, and assigns and any other person claiming or to claim the property herein-hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY,

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

_, Mississippi, described as follows, to-wit-

Township 9 North, Range 4 East Section 29: NE's of SW's

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

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

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

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

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

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

_ this the 19_80 WITNESS my/our signature..... James m JAMES M. CHANDLER STATE OF MISSISSIPPI COUNTY OF AMALISON

Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named yams M. Chandler and husband and w , husband and wife, who acknowledged plined and delivered the foregoing instrument on the day and date therein mentioned. Given under my hand and official seal, this the 22 19 80 August Later (Title).

STATE OF MISSISSIPPI, County of Madison:

C-192

402 WHOL LINE .

County, Mississippi 3607 642.80

RIGHT OF WAY INSTRUMENT

5185

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

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

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

SE1/4 SECT. 24 TION RSE

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

right or way.

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

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

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

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

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

WITNESS my/our signature____ this the. WITHER : CHARLES A. YOWG STATE OF MISSISSIPPI COUNTY OF

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

whose hands to hybridiscribed thereto, sign and deliver the same to the said Mississippi Power & Light Company; that the latis affiant, subscribed his name as a witness thereto in the presence of the above named Grantors, and Sworthand and subscribed before me, this the day of the said Mississippi Power & Light Company; that the latin affiant, subscribed before me, this the day of the above named Grantors, and sworthand and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, the latin and subscribed before me, this the day of the latin and subscribed before me, this the day of the latin and subscribed before me, the latin and su right 10.80 notary Pul

STATE DE MISSISSIPPI, County of Madison:

1. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2. day of 0.073 0 1980 at 0.00 clock. A. M., and was duly recorded on the day of 0.073 0 1980 at 0.00 clock. A. M., and my office, and my office, this the of 0.073 0 1980 are some filed.

Witness my hand and seal of office, this the of 0.073 0 1980 are some filed.

BILLY V. COOPER, Clerk

By Mills V. COOPER, Clerk

By Mills V. COOPER, Clerk

By Mills V. COOPER, Clerk

BILLY V. COOPER, Clerk
By Amile - Van-

5186 MADISA 36<u>0</u> BA 80-1146

RIGHT OF WAY INSTRUMENT

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

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

MADISON Mississippi, described as follows, to-wit: Haertain parcel land lying AND BEING Situated in the Northwest quadrant of Section 36, Township & North, Pange I west As staked And pointed to the grantor.

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

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

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

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

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

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

STATE OF MISSISSIPPI COUNTY OF HINDS Personally appeared before me, the undersigned authority in and for the and Dolones M. Jenkins (AR) Jenkins signed and delivered the foregoing instrument on the day and date Given under my hand and official seal, this the STATE OF MISSISSIPPI County of Madison:

BOOK 172 PAGE 56

5187

Electrical Distribution

LINE

65533 65545 WA.

360.2

RIGHT OF WAY INSTRUMENT

In consideration of \$\frac{1.00}{2.00}\$ cash, and other valuable considerations, receipt of all of which is hereby acknowledged, I/we ing personally and for and on behalf of our heirs, successors, and assigns and any other person claiming or to claim the property hereing described, called collectively "Grantors") do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY,

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

, Mississippi, described as follows, to-wit: A certain parcel of land lying and

being situated in the Southwest 1 of the Southeast 1 of Section 2. Township 8 North.

Range 3 East, Madison County, Mississippi as staked and pointed out to the grantor. The actual location of subject right of way extends from the existing utility pole which serves the barn on the subject property, straight through to the land line which divides subject property from the McPhail property. It is understood that Grantor shall be compensated for permanently damaged and/or removed merchantable timber. Debris from tree trimming and/or removal shall be removed from premises by Grantee.

See attached addendim See attached addendum

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

right of way.

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

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

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

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

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

WITNESS my/our signature___, this the x Lara C. Lawren (Dono) لينتص <u>Sara C.</u> Lawson (Mrs STATE OF MISSISSIPPI Personally appeared before me, the undersigned authority in and for the above jurisdiction, the within named Mrs. Sara, G.: Lawson and hypersonally signed and delivered the foregoing instrument on the day and date therein mentioned. , hžžžžžžžžžžžžžžže, who acknowledged

Given under my hand and official seal, this the 27th _day of .

My Commission Expires January 27, 1984,

(Title) Notary Public

. NOOK 172 PAGE 57

ADDENDUM

Grantee will limit the use of the said right of way and easement to small scale electrical and communication distribution to proximate residences and small commercial establishments only. Grantee will exclude the use of said right of way and easement for long distance high voltage electrical transmission including the construction of towers and other related long distance high voltage electrical transmission apparatus.

Grantee will operate its construction and maintenance equipment under such conditions and manner that will not cause damage to Grantors property within said right of way or Grantors adjoining land and property. Grantee will compensate Grantor in full for any damage caused by Grantee's equipment and/or personnel to Grantors fences, fields, and related property within said right of way and adjoining land that Grantee may require for ingress and egress to said right of way for purposes of construction and maintenance.

Grantor shall have the right to retain the integrity of all existing fencing and enclosures within the right of way and shall have the right to construct any future fencing and related enclosure within said right of way as deemed necessary and desireable by Grantor for the operation of Grantor's adjoining land.

September 9, 1980

Mississippi Power and Light Company Post Office Box'47 Clinton, Mississippi 39056

Gentlemen:

It is my understanding that you will cut one dead tree and two or three old willow trees and there will be no charge. These trees are not merchantable.

Sincerely, Sara C. Lawson
(Mrs. James S. Lawson)

P.S. It is also my understanding that you will remove all trees cut from $my\ property\ at\ your\ expense.$

STATE OF MISSISSIPPI, County of Madison:

5188

Electrical Distribution

WA 65533 WA 65849

RIGHT OF WAY INSTRUMENT

	in consideration o	* *	<u> </u>	b, and other v	ainable conside	rations, receil	n of all of	which is hereby	/ acknowl	edged. I/we
(acti	ng personally only	for and on	behalf of our	neirs, successor	s, and assigns :	and any other	nerson clau	ning or to clau	n the pro-	verty herein.
- 6	described, called	anliantural	"Countre"	Ja Lacalus			- MICCICCIA	DE DOUGED A	i Chirc	COLUMN
Tifet	acacunea, éxeca	concenver	y Grantons ;	no netern Res	it' contach min	wantant uni	0 1112212211	TI PUNER O	1110111	COMPANI,
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., Mississippl, described as follows, to-wit: A cortain parcel of land lying and

being situated in the Northeast 1 of Section 11, Township 8 North, Range 3 East, Madison

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

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

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

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

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

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

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

to protect Grantee's property on said right of way.		JenT.		00	
WITNESS my/our signature, this the	day ot	()=//_		, 19_3_	0.
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min additional .	•			•	
Lee baker					
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		*	;	•	•
STATE OF MISSISSIPPI					•
COUNTY OF <u>H 1/4/2/5</u>	•			•	9
			**		•
Personally appeared before me, the undersigned	authority	in and for the	e above named	jurisdiction,	the within
named 10 10 . S. T. L. J.	1	•		one of the	
witnesses to the foregoing instrument, who being fire	st duly sy	worn denoseth	and saith that h	o courtha wi	gmaracane bomon riviti
miles Titri 10 mm Phone	, .,	worm, doposedi	and saidt that I	s saw the wi	min named

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

Sworn to did subscribed before me, this the My Commission Expires Feb. 22, 1982

7) 6 Take (Official Tule) My Commission Expires. STATE OF MISSISSIPER Chanty of Madison:

tness my hand and sear or office,

DISTRIBUTION LINE

wa <u>65</u>532

RIGHT OF WAY INSTRUMENT

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

, Mississippi, described as follows, to-wit:

A CERTAIN PARCEL OF LAND LYING & being SITUATED IN The Southwest 1/4 OF The NORTH ENST 1/4 OF SECTION ZZ DWNShip of NORTH, RANGE 3 EMST, MADISON COUNTY MISSISSIPPI BS STAKED & POINTED OUT TO THE GRANTOR,

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

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

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

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

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

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

WITNESS IN	y/our signature_	this the	day of_	0 -	OCT	1 <u>9.80</u>	
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STATE OF MI	SSISSIPPI						
COUNTY OF.	- 6	<u> </u>					
named	~ · · · · · · · · · · · · · · · · · · ·					ned jurisdiction, t	
witnesses to the	foregoing insh	rument, who be	ing first duly	swom, depose	th and saith th	, one of the s at he saw the with	ubscribing ain named
1 " Milliant Con	10						
whose names ar he, this affiant	e subscribed the subscribed his	ereto, sign and on name as a with	dollarer the ea-	e to the said he presence o	Mississippi Por f the above na	wer & Light Companied Grantors, and	pany; that
339			 	<u>_</u> /d/	19, 20	Wich	
Sworn to an	d subscribed be	fore me, this th	1e/ <u> </u>	day of	C103E1	7	1980
My Commission	Expires My Con	mlssion Expires Feb.	22, 1982	Mr	(1200)	1 Suite	1200
		~			/OII	icial Title)	······································
STATE OF MIS	SISSIPPI, Cour	ty of Madison:			•••	•	•
≼ L Billy V.	Cooper, Clerk	nd also out.					

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

<u>MADISON</u>

Distribution LINE Electric -

WA 65530 BA 80-114 RIGHT OF WAY INSTRUMENT

other valuable considerations, receipt of all of which is hereby acknowledged, I/we successors, and assigns and any other person clauning or to claim the property hereinably grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY,

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

... Mississippl, described as follows, to-wit. A certain parcel of land lying MADISON_ and being situated in the Northwest 1/4, section 18, township & North, Range I west, Madison County, Mississippi, as staked and pointed Out to the grantor.

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

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

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

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

Should Grantee, or its successors, remove its facilities from said land and abandon ntee shall terminate, but with the right to remove therefrom all of Grantee's property

It is understood that Grantors shall have, at all times the right to use said right of way for any lawful purpose provided it does not right the rights herein created in Grantee, and that Grantee will not enclose said right of way, and Grantor will use the best efforts rotect Grantee's property on said right of way. _, this the WITNESS my/our signature

 Julius	williams. Sich.	ク	Garis Williams	_

STATE OF MISSISSIPPI COUNTY OF MANIET

Personally appeared before me, the undersign Williams

that Thuy signed and delivered the foregoing instrument on the day and date

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M

TRUSTEE'S DEED

:3191

WHEREAS, on April 20, 1979, Dollarmark Lumber Company, Incorporated, a Mississippi Corporation, by and through its duly authorized President and Secretary, executed a Deed of Trust to Ronald M. Kirk, Trustee, for the benefit of the Bank of Flora, which Deed of Trust is recorded in Deed of Trust Book 455 at Page 766 in the office of the Chancery Clerk of the County of Madison, State of Mississippi; and

WHEREAS, default having been made in the payment of part of the indebtedness secured by said Deed of Trust, which default continued for a period of time necessary for the holder thereof to declare the entire unpaid balance immediately due and payable in accordance with terms of said Deed of Trust, and the legal holder of said indebtedness, the Bank of Flora, of Flora, Madison County, Mississippi, having requested the undersigned Trustee to execute the trust and sell said land and property in accordance with the terms of said Deed of Trust for the purpose of raising the sum due thereunder, together with attorney's fees, trustee's fees, and expenses of the sale, I, Ronald M. Kirk, did on the 3rd day of October, 1980, during legal hours, being between the hours of eleven o'clock A.M. and four o'clock P.M., at the south door of the County Courthouse of Madison County at Canton, Mississippi, offer for sale at public auction for sale to the highest and best bidder for cash, according to law, the following described land and property lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

Commence at an iron pin marking the Southwest corner of Tract 1 of the Francis X. and Fred M. Lauritzen property as recorded in Deed Book 130 at Page 65 in the office of the Chancery Clerk, Madison County, Mississippi, and run thence South 00°15' West 389.5 feet to an iron pin on the North margin of a county public road; thence South 89°26' East 455.7 feet along the North margin of said county road to an iron pin; thence South 89°26' East 70.0 feet to an iron pin; thence South 89°26' East 70.0 feet along the North margin of said county road to an iron pin; thence North 00°34' East 440.4 feet to an iron pin, the point of beginning; thence North 19°53' East 486.7 feet to an iron pin on the South right-of-way line of a rail-road spur track; thence South 72°56' East 442.6 feet along the South right-of-way line of said spur track to an iron pin; thence South 331.5 feet to an iron pin; thence North 89°38' West 588.9 feet to the point of beginning, containing 4.71 acres, more or less;

ALSO, commence at an iron pin marking the Southwest corner of Tract 1 of the Francis X. and Fred M. Lauritzen property as recorded in Deed Book 130 at Page 65 in the office of the Chancery Clerk, Madison County, Mississippi, and run thence South 00°15' West 389.5 feet to an iron pin on the North margin of a county public road; thence South 89°26' East 455.7 feet along the North margin of said county road to an iron pin; thence South 89°26' East 70.0 feet to an iron pin; thence South 89°40' East 253.0 feet along the North margin of said county road to an iron pin;

thence North 00°34' East 440.4 feet to an iron pin, the point of beginning; thence South 89°38' East 588.9 feet to an iron pin; thence South 440.2 feet 3.5 to an old railroad iron on the North margin of said county road; thence North 89°40' West 593.5 affect along the North margin of said county road to an iron pin; thence North 00°34' East 440.4 feet to the point of beginning, containing 5.9 acres, more or less;

ALSO, commence at an iron pin marking the Southwest corner of Tract 1 of the Francis X. and Fred M. Lauritzen property as recorded in Deed Book 130 at Page 65 in the office of the Chancery Clerk, Madison County, Mississippi, and run thence South 00°15'. West 389.5 feet to an iron pin on the North margin of a county public road; thence South 89°26' East 455.7 feet along the North margin of said county road to an iron pin; thence South 89°26' East 70.0 feet to an iron pin; thence South 89°40' East 253.0 feet along the North margin of said county road to an iron pin; thence North 00°34' East 440.4 feet to an iron pin, the point of beginning; thence North 89°33' West 254.5 feet to an iron pin on the East margin of a public road; thence North 00°21' East 240.2 feet along the East margin of said public road to an iron pin; thence North 08°17' West 363.8 feet along the East margin of said public road to an iron pin on the South right-of-way line of railroad spur track; thence South 72°56' East 492.4 feet along the South right-of-way line of said spur track to an iron pin; thence South 19°53' West 486.7 feet to the point of beginning; containing 4.35 acres, more or less.

ALSO, beginning at the Southwest corner of Section 29

ALSO, beginning at the Southwest corner of Section 29, Township 9 North, Range 1 West, and run thence North 71°25'58" East 1787.9 feet to a point in the West right-of-way line of the local road, thence South 00°36' West 290 feet along the right-of-way of said local road to an iron pin, thence North 72°42'19" West 478.2 feet to an iron pin, and run thence South 00°15' West 389.5 feet to an iron pin on the North margin of a county public road; thence South 89°26' East 455.7 feet along the North margin of said county road to an iron pin; thence South 89°26' East 70.0 feet to an iron pin; thence South 89°40' East 253.0 feet along the North margin of said county road to an iron pin; thence North 00°34' East 440.4 feet to an iron pin; thence North 00°34' West 440.4 feet to an iron pin on the North margin of a county public road; thence North 89°40' West 253.0 feet along the North margin of said county road to an iron pin; thence North 89°40' West 253.0 feet along the North margin of said county road to an iron pin; thence North 00°21' East 440.8 feet along the North margin of a public road to an iron pin; thence South 89°33' East 254.5 feet to the point of beginning; containing 2.57 acres, more or less, in the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 9 North, Range 1 West, Madison County, Mississippi...

The aforementioned Deed of Trust is a first Deed

The aforementioned Deed of Trust is a first Deed of Trust and subordinate to none others.

Said property was sold after strictly complying with all the terms and conditions of said Deed of Trust

and the statutes made and provided in such cases. A notice of time, place and terms of said sale, together with a description of said property to be sold, was given by publication in the Madison County Herald, a newspaper published in Madison County, Mississippi, for four consecutive weeks preceding the date of sale. The first notice of the publication appeared on September 11, 1980, and subsequent notices appeared on September 18, 1980, September 25, 1980, and October 2, 1980, and a notice identical to said public notice was posted on the bulletin board at the main front door of the County Courthouse at Canton, Mississippi, for said time. Everything necessary to be done was done to make and effect a good and lawful sale.

At said sale, the Bank of Flora bid for said property in the ammount of \$78,000.00, which, being the highest and best bid, the same was then and there struck off to the Bank of Flora and the Bank of Flora was declared the purchaser thereof.

NOW, THEREFORE, in consideration of the payment of the purchase price, I, the undersigned Trustee, being fully authorized so to do, do hereby sell and convey unto the Bank of Flora the land and property herein described. Title to this property is believed to be good but I convey only such title as is vested in me as Trustee.

WITNESS MY SIGNATURE, this the day of

day of October, 1980.

STATE OF MISSISSIPPI COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the jurisdiction of foresaid, the within named Ronald M. Kirk, Trustee herein, who acknowledged to me that he signed and delivered the above and foregoing Trustee's Deed on the day and in the year therein mentioned and in his official capacity as Trustee as stated therein.

Given under my hand an official seal, this the 41

MADISON COUNTY HERALD PROOF OF PUBLICATION

THE STATE OF MISSISSIPPI, MADISON COUNTY.

Personally appeared before me
Closalett & Unilly
MADISON COUNTY HERALD and the
newspaper within the meaning of the statute, published weekly in Canton, Marison County, Mississippi, and having a general circulation in the
and that the notice, a true copy of which is hereto
attached, appeared in the Issues of said newspaper,times as follows:
VOL. 88 NO 37 DATES 11 15 80
VOL. 88 NO. 38 DATE Syd 18, 111 80
VOL. 88 NO.39 DATE AGAL 25. 15 80
VOL 88 NO 45 DATE OL 2 1980
VOLNODATE, 19
Number Words 1266
Number Words 1066
Published Times
100 00
Printer's Fee \$ 189,90
· · · · · · · · · · · · · · · · · · ·
Making Proof \$ 7-00
Making Proof \$
Total \$ 190-90
Total \$ 190-95 Affiliant further states that said newspaper has
Afflant further states that said newspaper has been established for affects twelve months next prior to the first publication of paid rightes.
Total \$ 190-95 Affiliant further states that said newspaper has
Afflant further states that said newspaper has been established for affeast twelve months next prior to the first publication of paid rightes. (Signed)
Afflant further states that said newspaper has been established for of least twelve months next prior to the first publication of said forice. (Signed)
Afflant further states that said newspaper has been established for affeast twelve months next prior to the first publication of paid rightes. (Signed)
Afflant further states that said newspaper has been established for af least twelve months next prior to the first publication of said rights. (Signed) Publisher Sworm to and subscribed before me this said some states of the said states.
Afflant turther states that said newspaper has been established for of least twelve months next prior to the first publication of said finite. (Signed) Swom to and subscribed before me this will have a said to the first publication of said finite.
Afflant turther states that said newspaper has been established for of least twelve months next prior to the first publication of said finite. (Signed) Description of said finite. Sworm to and subscribed before me this will be a said finite. If Commission Explices May 77 1992
Afflant turther states that said newspaper has been established for of least twelve months next prior to the first publication of said finite. (Signed) Definition Publisher Sworn to and subscribed before me this 200 lay of 1900 Notary while Notary while
Afflant further states that said newspaper has been established for of least twelve months next prior to the first publication of said ginice. (Signed) Publisher Sworn to and subscribed before me this day of the first publication of said ginice. Notary Public try Commission Expires May 27, 1933
Afflant turther states that said newspaper has been established for of least twelve months next prior to the first publication of said finite. (Signed) Definition Publisher Sworn to and subscribed before me this 200 lay of 1900 Notary while Notary while

For and in consideration of the sum of Ten and No/100 Dollars
(\$10.00), cash in hand paid and other good and valuable considerations,
the receipt of all of which is hereby acknowledged, NORTHSIDE INVESTORS, INC. do
hereby sell, convey and warrant unto ROBERT BRUCE FOGG and
JUDY E. FOGG as joint tenants with full rights of
survivorship, and not as tenants in common, the following described land
and property situated in
County, Hississippi, to-wit:
Lot 3 TRACELAND NORTH, PART 6, according to the map or plat thercof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi as now recorded in Plat Cabinet 8, Slide 28.
Excepted from the warranty hereof are all restrictive covenants, easements, rights of way and mineral reservations of record affecting said property. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantees or their assigns, any deficit on an actual proration and likewise, the Grantees agree to pay to the Grantor or its assigns any amount overpaid by them.
WITNESS the signature of NORTHSIDE INVESTORS, INC. , by its
duly authorized officer, this the 22ndday of October , 19 80.
NORTHSIDE INVESTORS, INC.
BY: B. Blon John 5
STATE OF MISSISSIPPI, COUNTY OF Hinds
Personally appeared before me the undersigned authority, in and for
the jurisdiction aforesaidF. Byron Dennis, who acknowledged to me
that he is President of NORTHSIDE INVESTORS, INC.
and that for and on behalf of said corporation, he signed and delivered the above
and foregoing instrument of writing on the day and year therein mentioned, he
having been first duly authorized so to do. Given under my hand and seal, this the 22nd day of October, 1980. Notary Public MY COMMISSION EXPIRES: Regist 6 1988
ATTENT ALLONDON COMMENTS
ATE OF MISSISSIPPL County of Madison: [1] Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
record in my office this 2 day of Detailed 19.00 at /2 of lock
s duly recorded on the
yettness my nand and sear of office, this the
BILLY V. COOPER, Clerk By Billy V. COOPER, Clerk D.C.

;;,,

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, THOMAS W. BUTLER and wife, LINDA BUTLER, do hereby sell, convey and warrant unto CALVIN A. GREENWALDT and wife, MARY GREENWALDT, as joint tenants with the right of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot Four (4) of Block "D" of East Acres Subdivision when described with reference to the revised map or plat of said subdivision as recorded in the Chancery Clerk's office of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

The warranty of this conveyance is made subject to the following:

- Zoning and sub-division regulation ordinance of the City of Canton, Mississippi.
- 3. Five-foot easement for buried facilities of Southern Bell Telephone & Telegraph Company as shown on revised plat of East Acres Subdivision on file in the said Clerk's office, and as shown by survey of Tyner & Associates Engineering dated October 10, 1980.
- 4. Reservations and exceptions by predecessors in title of an undivided three-fourths (3/4ths) interest in and to all oil, gas and other minerals in, on and under the above described property.
- 5. Those Restrictive Covenants as shown by instrument recorded in Land Record Book 102 at Page 236 thereof in the

.

Chancery Clerk's office of said County. WITNESS OUR SIGNATURES on this 11 day of October. 1980.

STATE OF MISSISSIPPI

COUNTY OF Madison

This day personally appeared before me, the within named THOMAS W. BUTLER and LINDA BUTLER who each acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND and official seal on this the 22 day of October, 1980.

Edevuls C. Henry

mission expires:

3376

WARRANTY DEED 163 au 134

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of Which is hereby acknowledged, I, A. J. BROWN, 'a single person, do hereby sell," convey and warrant unto CHARLES R. PIERCE the following described real property lying and being situated in Madison County, Mississippi, to-wit:

> 17'acres, more or less, lying and being situated in the NE%, Section 12, Township 10 North, Range 2 East, Madison County, Mississippi and described as a strip of land 330 feet wide off the North end of said NE% of said Section 12, LESS AND EXCEPT 290 feet wide off the West end thereof.

ALSO a perpetual easement and right of way thirty (30) feet in width off of the East end of the NE4 of Section 12, Township 10, Range 2 East, Madison County, Mississippi for purposes of ingress and egress as granted to Grantor herein in Partition deed filed for record in the Chancery Clerk's office for Madison County, Mississippi in Deed Book 154 at Page 673.

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

Zoning and sub-division regulation ordinance of Madison County, Mississippi.

Ad valorem taxes for the year 1979 which are to be paid by the Grantor and All by the Grantee. WITNESS my signature on this the O 1979.

STATE OF COUNTY OF

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named A. J. BROWN who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein

GIVEN UNDER MY HAND and official seal on this the 9 My commission expires:

STATE OF MISSISSIPPI, County of Madison:

witness my hand and seal of office, this theof. BILLY V. COOPER, Clerk

· By M. Wright D.C. and hade made substituting and substitution and substitut

STATE OF MISSISSIPPI, County of Medison:

1. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this was duly recorded on the day of DCT 30 1980 19 Book No. Mon Page in my office, Witness my hand and seal of office, this the SILLY V. COOPER, Clerk By Mills Van X. D. C.

WARRANTY DEED

5203

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged we the undersigned MILTON B. GALLAGHER and LORETTA WARNER GALLAGHER do hereby sell, convey, and warrant unto RICHARD S. GALLAGHER the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Said property being a parcel of land containing 0.43 acres, more or less, lying and being situated in the NW½ of the NE½ of Section 29, T-7-N, R-2-E, Madison County, Mississippi, and more particularly described as follows:

Commencing at an Iron Pin assumed to be the SW corner of the NWz of the NEz of Section 29, T-7-N, R-2-E, and being the Point of Beginning of the land herein described; and run thence North 19° 01" East for 202.9 feet to the centerline of a gravel road; run thence South 63° 43" East for 58.1 feet along the centerline of said gravel road; run thence South 38° 47" East for 62.0 feet along the centerline of said gravel road; run thence South 19° 01" West for 125.7 feet; and run thence North 89° 30" West for 116.0 feet back to the Point of Beginning.

WITNESS OUR SIGNATURES this 13 day of October, 2:55 P.M.

1980.

Milten B. Lallagher MILTON B. GALLAGHER

LORETTA WARNER GALLAGHER

Made 172 Mar 71

STATE OF MISSISSIPPI

COUNTY OF Maderan

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid MILTON B. GALLAGHER and LORETTA WARNER GALLAGHER who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 13 day of

October, 1980.

Lh. 6.

Month of the control of the

expires: 8- 2-12

t_{i)}

BILLY V. COOPER, Clerk
By Blaith - Van., D. C.

ECCE 172 PAGE 72 WARRANTY DEED

5203

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

Twenty-three (23) acres in the NE corner of NW2 and NW2 of NE2 of Section 29, Township 7 North, R-2-E, less 48.6 acres to Natchez Trace, as per deed recorded in Book 11, Page 16, of the Land Deed Records of Madison County, Mississippi; and also the following described land:

Beginning at a point that is 18.25 chains North of center of Section 29, thence North 1.30 chains to an old iron peg, thence West 4.41 chains to approximate center of gravel road, thence in a Southeasterly direction along said road to point of beginning, containing 0,25 acres, more or less, all being in E2 of NW2, Section 29, T-7, R-2-E, Madison County, Mississippi, as conveyed by deed from Mr. E. C. Yellowley to Mrs. Eva L. Gallagher, the 18th day of June, 1949, save and except the following described real property therefrom.

Beginning at a point that is 19.55 chains North of the center of Section 29, (This point is marked by an old iron peg), and 4.41 chains West of said center of Section 29, this point being in the approximate center of gravel road, running thence 2.34 chains West, thence North to center of said road, thence in a Southeasterly direction along center of said road to point of beginning, containing 0.15 acres, more or less, and all being in Et of NWt, Section 29, T-7, R-2-E, Madison County, Mississippi, as conveyed to Mr. E. C. Yellowley by deed from Mrs. Eval L. Gallagher, dated 18th day of June, 1949, save and excepting also the following described real property therefrom:

A tract of land containing 3.1 acres, more or less, in the Et of NWt, Section 29, and being more particularly described as:
Beginning at a point that is 30 feet South and 157

feet West of SE corner of NEz of NWz, and from said point of beginning run thence North 19° 40 minutes East for 385 feet to South margin of Natchez Trace right of way, thence North 83° 50 minutes West along said South margin of Natchez Trace right of way for 423 feet, thence South 0° 30 minutes East for 332 feet to approximate center of public gravel road, thence South 63° 15 minutes East along said center of 300 feet, thence North 19° 40 minutes East for 61 feet to point of beginning, containing in all 3.1 acres, more or less, and all being in Ez, NWz, Section 29, T-7, R-2-E, Madison County, Mississippi. Mississippi.

WITNESS MY SIGNATURE this /3 day of October, 1980. 2:53 7.11.

LORETTA WARNER GALLAGBER

STATE OF MISSISSIPPI

COUNTY OF Madera

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid LORETTA WARNER GALLAGHER who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 23 day of

mmission expires: 8.2.82 Salatina Ar-

STATE OF MISSISSIPPI, County of Madison:

144

5203

KNOW ALL MEN BY THESE PRESENTS, that I, RICHARD S. GALLAGHER, being at the present a bona adult fide resident of Madison County, Mississippi, by these presents do hereby make, constitute and appoint MILTON B. GALLAGHER my true and lawful attorney to act for me in my place and stead in the futherance of my personal business, including but not limited to, the following;



To sign checks, receipts, deposits, releases, and to execute my name on endorsement of any checks payable to me with reference to any bank or financial institution where I may now, or in the future, have an account.

To do anything and all things with reference my personal business as if I were personally present so to do;

Hereby ratifying and approving anything my said attorney shall lawfully do in my name, place, and stead.

WITNESS MY SIGNATURE this /3 day of October, 1980.

STATE OF MISSISSIPPI COUNTY OF Madeson

PERSONALLY appeared before me the undersgined authority in and for the County aforesaid RICHARD S. GALLAGHER , who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 13 day of

MICELLE CA.

My Commission expires: 8.2-83

STATE OF MISSISSIPPI, County of Madison:

Tober 1980

TRUSTEE'S DEED

WHEREAS, on the 28th day of January, 1974, The New Ballard Gin Company executed a Deed of Trust to Reynolds S. Cheney, Trustee, to secure the payment of an indebtedness to the Mississippi Cottonseed Products Company, said indebtedness being set forth in said Deed of Trust, the same being of record in Book 400, at page 517, of the records of the Chancery Clerk's office in Madison County, Mississippi; and

WHEREAS, default having been made in the payment of said indebtedness secured by the above mentioned Deed of Trust, and all amounts due thereunder having been declared due and payable, and Reynolds S. Cheney, Trustee, having been called upon by the holder of said indebtedness to foreclose same by reason of said default; and

WHEREAS, Trustee's Notice of Sale under the terms of the original Deed of Trust was posted on the Bulletin Board of the Courthouse at Canton, Mississippi, through the period from August 21, 1980, to the hour of sale on September 23, 1980, said notice being attached hereto as Exhibit "A", and said Trustee's Notice of Sale having been published in the Madison County Herald on August 28, September 4, 11 and 18, 1980, as shown by Proof of Publication attached hereto as Exhibit "B", and all other precedent steps having been taken to make valid disposition hereunder, thereupon:

Reynolds S. Cheney, Trustee, at public auction at the South Door of the Courthouse at Canton, Madison County, Mississippi, offered the property hereinafter described and struck off at 11:15 A.M. Central Daylight Time, on September 23, 1980, said property to the highest and best bidder for cash thereat, Mississippi Cottonseed Products Company, in the sum of \$85,000.00, pursuant to the full power vested in said Trustee to foreclose

mortgage en pais in accordance with the terms of said instrument and with the laws of the State of Mississippi;

NOW, THEREFORE, in consideration of Eighty-five
Thousand and no/100ths Dollars (\$85,000.00) cash, receipt of
which is hereby acknowledged, and prior full compliance with
all requirements having been made, said Reynolds S. Cheney,
Trustee, as such Trustee and not personally, does hereby sell
and convey unto Mississippi Cottonseed Products Company all
rights, title and interest as may be vested in said Trustee as
such to the property covered by said mortgage, described as
follows, to-wit:

All that land known as the Canton Stock Farm lying between the Canton and Jackson Road and Canton and Vernon Roads, and on which land is situated a gin and other outbuildings going with the gin, said property being situated in the NE's of Section 27, Township 9 North, Range 2 East, Madison County, Mississippi, and further described as: Beginning where the Jackson and Canton Road intersects the Canton and Vernon Road, and run thence Westerly along the south margin of the Canton and Vernon Road a distance of 725 feet, thence south to the north margin of the Canton and Jackson Road, being approximately 840 feet, thence northeasterly along the north side of the Canton and Jackson Road a distance of 725 feet to the Point of Beginning, being a triangular strip of slightly more than two acres, on which is situated metal buildings used as a gin and other buildings.

AND, ALSO, the New Ballard Gin, as is, including all buildings, machinery, fifteen (15) trailers (whose Serial Nos. are as follows: 63-80-217, 63-80-216, 63-80-213, 63-80-219, 63-8-215, 64-80-852, 64-80-334, 64-60-356, 62-80-276, 62-80-275, 65-80-158) and the other two trailers are yellow in color, the product of Brown Manufacturing Company, equipment and personal property, of every kind and character now situated on this property.

This property is subject to Zoning Ordinance and Subdivision regulations of Madison County, Mississippi; and is also subject to the conveyance of a strip of land 30 feet in width measured from the centerline of the Flora-Canton Road executed by T. H. Riddell and M. E. Ragsdale to the Board of Supervisors of Madison County, Mississippi, dated January 25, 1946, filed for record June 14, 1946, and recorded in Book 33 at page 366.

The Trustee conveys only such title as is in him

BOOK 172 PAGE 77

, vested, having first duly performed all precedent requisite

EXECUTED, this the 24th day of September, 1980.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Reynolds S. Cheney, Trustee, who acknowledged that he signed and delivered the foregoing instrument as Trustee on the day and year therein mentioned, as the act and deed of said Trustee.

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

My Commission Expires:

My Commission Expires Oct. 18, 1982

TRUSTEE'S NOTICE OF SALE

Ξ.

WHEREAS, on January 28, 1974, The New Ballard Gin Company executed a certain Deed of Trust to Reynolds S. Cheney, Trustee, for the benefit of Mississippi Cottonseed Products Company, which Deed of Trust is of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book No. 400 at Page 517; and

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire outstanding debt secured thereby having been declared to be due and payable in accordance with the terms and conditions of said Deed of Trust and the legal owners and holders of said indebtedness and Deed of Trust having requested the undersigned Trustee to execute the trust and sell said land and property in accordance with the terms and conditions of said Deed of Trust and for the purpose of raising the sums due thereunder, together with attorney's fees, Trustee's fees, and expenses of sale;

NOW, THEREFORE, I, Reynolds S. Cheney, Trustee, will on the 23rd day of September, 1980, offer for sale at public outcry and sell within legal hours, being between the hours of 11:00 o'clock A.M. and 4:00 o'clock P.M., at the South door of the County Courthouse of Madison County at Canton, Mississippi, to the highest and best bidder for cash, the following described property, situated in Madison County, Mississippi, to-wit:

All that land known as the Canton Stock Farm lying between the Canton and Jackson Road and Canton and Vernon Roads; and on which land is situated a gin and other outbuildings going with the gin, said property being situated in the NE4 of Section 27, Township 9 North, Range 2 East and further described as: Beginning where the Jackson and Canton Road intersects the Canton and Vernon Road, and run thence Westerly along the south margin of the Canton and Vernon Road a distance of 725 feet, thence south to the north margin of the Canton and Jackson Road, being approximately 840 feet, thence northeasterly along the north side of the Canton and Jackson Road a distance of 725 feet to the Point of Beginning, being a triangular strip of slightly more than two acres, on which is situated metal buildings used as a gin and other buildings.

EXHIBIT "A"

BOOK 172 PAGE 79

AND, ALSO, the New Ballard Gin, as is, including all buildings, machinery, fifteen (15) trailers (whose Serial Nos. are as follows: 63-80-217, 63-80-216, 63-80-213, 63-80-219, 63-80-215, 64-80-852, 64-80-333, 64-80-334, 64-60-345, 64-60-356, 62-80-276, 62-80-275, 65-80-158) and the other two trailers are yellow in color, the product of Brown Manufacturing Company, equipment and personal property, of every kind and character now situated on this property.

This property is subject to Zoning Ordinance and Sub-division regulations of Madison County, Mississippi; and is also subject to the conveyance of a strip of land 30 feet in width measured from the centerline of the Flora-Canton Road executed by T. H. Riddell and M. E. Ragsdale to the Board of Supervisors of Madison County, Mississippi, dated January 25, 1946, filed for record June 14, 1946, and recorded in Book 33 at page 366.

I will convey only such title as is vested in me as Trustee under said Deed of Trust, and the sale will be made subject to any liens of record.

WITNESS MY SIGNATURE, this the Aday of

1980.

GREEN, CHENEY & HUGHES 1200 Plaza Building Jackson, Mississippi 39201

This notice was posted at the Madison County Courthouse at Canton, Mississippi, on this the 2/day of August, 1980.

This notice was removed from the Bulletin Board at the Madison County Courthouse, Canton, Mississippi, shortly after 11:00 A.M. on September 23, 1980.

SILLIS ESTRUSTEE

MULLIE TRUBTEE

- 2 -

800x 172 PAGE 80

MADISON COUNTY HERALD

PROOF OF PUBLICATION

TRUSTER'S HOTICE	THE STATE OF MISSISSIPPI.
WHEREAS, on January 20, 1974,	MADISON COUNTY.
The New Ballerd Gin Cempany executed a certain Deed of Trust to Reynolds S. Chengy, Trustee, for	
Reynolds S. Cheney, Trusies, for the benefit of Mississippi Cor- tonesed Products Company, which	Personally appeared before me
toneed Products Company, which losed Products Company, which losed of Trust is of record in the office of the Chancery Clerk of imadieon County, Mississippl, in Book No. 400 at Page SIT; and WHEREAS, default having been made in the terms and cavellings of	Gentlet The leundenger
Book No. 400 at Page 31f2 and WHEREAS, default having been made in the terms and conditions of	a Notary Public in and for Madison County, Mississippi, GARY ANDREWS, who being duly
seld Deed of Trust and the entire - journanting dest secured thereby having been declared to be due and	Sworn says that he is the Publisher of the MADISON COUNTY HERALD, and that such is a
payable in accordance with the	newspaper within the meaning of the statute, published weekly in Canton, Madison County,
Trust and the legal owners and helders of said ladebtedness and Deed at Trust having requested the undersigned Trustee to execute the	Mississippi, and having a general circulation in the City of Canton and Madison County, Mississippi, and that the notice, a true copy of which is hereto
1 H Wat and sell said land and bedretty	attached, appeared in the issues of said
in accordance with the terms and conditions of said bead of Trust and for the europe of raising the sums	newspaper,times as tollows:
for the purpose of raining the sums for the purpose of training the sums for the random region of the sums for the sum of	VOL 88 NO.35 DATE 28, 1580
がpenses of sales NOW, THEREFORE, I, Reynelds S. Chaney, Trustee, will on the 型rel	VOL 38 NO 36 DATE DEAL 1, 1082
itals at subtle outces and sett within	VOL 88 NO.37 DATE POLY 1/ 1885
legal heurs, being beween the hours of 11 00 eclock M and 4 00 o'clock, P.M., of the South door of the County Caurihause of Madison County at Canton, Mississippi, to	28
County at Canton, Mississippi, to the highest and best bidder for	VOL 00 NO.38 DATE 18 1000
the highest and best bidder for cash, the fallowing described properly, situated in Madiaon County, Mississippi, to-wit.	VOLNODATE 10
	560
Stock Farm lying between the Canton and Jestock Rate of Canton and Jeston Road and Canton and Vernon Roads, and on Which land is situated a gin and other outbuildings going with the	Number Words 070
	Published Times
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1 150 334. 44 60-345, 64 49 356, 142-60 276, 42-80 275, 65-40-358) and 18-9 other two trailers are value to	Sworn to and subscribed before me this //
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GREEN, CHENEY & MUGHES 1300 Place Building 175 175 Jackson, Mississippi 37201	•
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was duly recorded on the day of OCT	1.0.4000
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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which being hereby acknowledged, the undersigned STEPHEN O. SHAFFER and wife, CYNTHIA A. SHAFFER, do hereby sell, convey and warrant unto ALEX BALDUCCI, JR., the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot Sixty Eight (68), GREENBROOK SUBDIVISION, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Cabinet "B". at Slide 24 thereof, reference to which is hereby made in aid of and as a part of this description.

This conveyance is made expressly subject to that certain Deed of Trust executed by Stephen O. Shaffer and wife, Cynthia A. Shaffer, on May 16, 1979, to Lem Adams, III, Trustee for Mid State Mortgage Company, said Deed of Trust being of record in Book 456 at Page 792 in the office of the aforesaid Chancery Clerk, and Assignment of Deed of Trust from Mid State Mortgage Company to Boyle Mortgage Company dated May 25, 1979, filed for record on June 8, 1979, in Book 457 at Page 515; the Grantee herein expressly assumes the obligations of payment of said Deed of Trust, beginning with the payment due on November 1, 1980. It is further understood and agreed that the Grantors herein do transfer and set over to the Grantee herein any and all escrow funds on deposit with Mid State Mortgage Company, and or its assigns, incidential to the aforesaid Deed of Trust.

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

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

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

WITNESS OUR SIGNATURES on this the 20th day of October, A.D., 1980.

STATE OF MISSISSIPPI COUNTY OF RANKIN

Personally came and appeared before me, the undersigned Notary Public in and for the County and State aforesaid, STEPHEN O. SHAFFER, and wife, CYNTHIA A. SHAFFER, who stated to me on oath that they executed and delivered the above and foregoing Warranty Deed as their own voluntary acts and deeds on the day and year therein mentioned.

GIVEN under my official certification, hand and seal of office on this the 20th day of October, A.D., 1980.

e: T. Banes NOTARY PUBLIC

-2-

STATE OF MISSISSIPPI, County of Madison:

By Smith - Jam., D. C.

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, C. P. BUFFINGTON, also known and being one and the same person as PHILLIP BUFFINGTON, do hereby convey and forever warrant, subject to the limitations and exceptions hereinafter contained, unto BRYAN HOMES, INC., a Mississippi Corporation, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

A lot or parcel of land sixty-four feet (64') in width evenly off of the east side of Lot Forty-Seven (47) as shown by George and Dunlap's map of the City of Canton which is duly of record in the Chancery Clerk's office for Madison County, Mississippi, reference to which is hereby made in aid and as a part of this description.

LESS AND EXCEPT: A strip of land one hundred forty-one and one-half feet (141.5') evenly off of the south end thereof.

LESS AND EXCEPT: A strip of land ten feet (10') in width evenly off of the east side thereof.

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

- 1. City of Canton, County of Madison, and State of Mississippi ad valorem taxes for the year 1980, and subsequent years.
 - 2. Rights of way and easements for public utilities.
- 3. The City of Canton, Mississippi Zoning Ordinance of 1958, and all amendments thereto.

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

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

C. P. BUFFINGTON, also known and being one and the same person as PHILLIP BUFFINGTON

GRANTOR

WHONTH H.

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

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

<u>&</u>

Murlew C. Bruchung well

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Madison:

1. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this day of day of 1980, at 200 clock A. M., and was duly recorded on this day of 0CT 3 0 1980, 19 Book No. Mem Page 8. in my office.

Witness my hand and sgal of office, this the of 0CT 3 0 1980 19

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

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BOOK 172 FACE 85



OUITCLAIM DEED

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FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid us, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, JESSIE J. LAWRENCE and DOROTHY W. LAWRENCE, Grantors, do hereby convey and quitclaim unto DAVID LAWRENCE and CONNIE LAWRENCE, Grantees, as joint tenants with full right of survivorship and not as tenants in common, all of our right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to wit:

A lot or parcel of land being situated in the SW 1/4 of the NE 1/4 of Section 33, Township 9 North, Range 4 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at the NE corner of the S 1/2 of SE 1/4 of the NE 1/4 of Section 33, Township 9 North, Range 4 East, Madison County, Mississippi, and run thence West 1,761. I feet; run thence South 161.7 feet to the eastern right-of-way line of a county road and the Point of Beginning for the property herein described; run thence South 43 degrees 01 minutes 30 seconds West, along the eastern right-of-way line of said road, 207.0 feet to an iron bar; run thence South 46 degrees 58 minutes 30 seconds East, 210.43 feet to an iron bar; run thence North 43 degrees 01 minutes 30 seconds East, 207.0 feet to an iron bar; run thence North 46 degrees 58 minutes 30 seconds West, 210.43 feet to the Point of Beginning, containing 1.00 acres, more or less.

The Grantors intend to convey and do hereby convey unto the Grantees the land conveyed to the Grantors by warranty deed from Flora R. Lawrence dated March 29, 1974, and recorded in Land Deed Book 135 at Page 284 in the office of the Chancery Clerk of Madison County, Mississippi

WITNESS OUR SIGNATURES on the _ 7th day of October, 1980.

Jease J. Lawrence

ressie of Pawiches

Dorothy W. Lawrence

GRANTORS

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STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, JESSIE J. LAWRENCE and DOROTHY W. LAWRENCE, who acknowledged to me that they did each sign and deliver the foregoing instrument on the date and for the purpose therein stated.

GIVEN UNDER MY HAND and official seal on this the _____7th__

October, 1980. COMMISSION EXPIRES: 'in '' mmission Expires Sept 27, 1951 STATE OF MISSISSIPPI, County of Madison:

1. Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this S. J. day of OCT 3 0 1980 19 Book No. 2 on Page S. in my office.

Witness my hand and seal of office, this the OCT 3 0 1980 19 BILLY V. COOPER, Clerk By Mississipping D. C. STATE OF MISSISSIPPI, County of Madison:

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BOOK 171 PAGE 517

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W. OFFICE

DEPARTMENT OF TRANSPORTATION Federal Aviation Administration Southern Region P. O. Box 20636 Atlanta, Georgia 30320

THIS RELEASE is issued this day of Japlane 1980, by THE UNITED STATES OF AMERICA, Acting by and through the Department of Transportation, Federal Aviation Administration, Southern Region, P. O. Box 20636, Atlanta, Georgia 30320, hereinafter called the Government;

WHEREAS on the 8th day of September 1961, a Perpetual Exclusive Use Easement bearing Government Contract No. FA SW-732 (subsequently changed to FA SO-652) was entered into between Willie S. Ware and wife, Fannie Ware, and the UNITED STATES GOVERNMENT, affected the following:

A tract of land lying and being in the S1/2 of S1/2 of Section 32, Township 10 North, Range 5 E, Madison County, Mississippi, and more particularly described as follows: The Point of beginning being the North line of the S1/2 of S1/2 of Section 32 and the Western right-of-way line of a paved county road and the NE corner of the tract herein described; thence run S 25*-13'W 525.0 feet along the western right-of-way of said county road to a point; thence N 64*-47'W 475.0 feet to a point; thence N 25*-13'E 303.90 feet to a point on the north line of S1/2 of S1/2 of Section 32; thence along the north line of S1/2 of S1/2 of Section 32 run S 89*-45'E 523.93 feet to the point of beginning. The described plot contains 4.52 acres more or less. Bearings are true.

AND WHEREAS, the said Perpetual Exclusive Use Easement was recorded in the records of Madison County, State of Mississippi in Book No. 83 at Pages 122-126 on the 18th day of December 1961;

AND WHEREAS, it is the intention of the Government to terminate and cancel said Perpetual Exclusive Use Easement and all rights and obligations of the parties therein;

THEREFORE, the Perpetual Exclusive Use Easement herein identified and described with respect to the property particularly described therein shall be considered cancelled and terminated and at an end and of no further force and effect, effective as of the 31st day of October 1980.

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A Comment

BOOK 171 PAGE 518

IN WITNESS, the Government causes the execution of this release as of the date first above stated.

THE UNITED STATES OF AMERICA Department of Transportation Federal Aviation Administration Southern Region

JOSEPH L. ERYAN, JR.

Title: Contracting Officer
Real Property Manager

Ronule Johnson Romand Representation Express Sept 21 Mary 1871 M. S.Z.

DISCLAIMER AND BOUNDARY LINE AGREEMENT

WHEREAS, the undersigned DONALD A. BROWN and MORTON W. SCHOMER, as General Partners for and in behalf of HICKORY KNOLL LIMITED PARTNERSHIP, a Limited Partnership, is the owner of that certain land and property lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

Being a part of Lots 3 and 6, Block 42, Highland Colony Subdivision of Section 32, T7N-R2E, Ridgeland, Madison County, Mississippi and being more particularly described as follows:

Commence at an iron bar marking the intersection of that certain boundary between Rhodes and Cabell, established by Court Decree No. 15,616 and recorded in Deed Book 68 at Page 376, all in the Chancery records of Madison County, Mississippi, with the East R.O.W. line of Pear Orchard Road, as it is now (July, 1978) in use, and run thence North 89 degrees 57 minutes East, along the aforesaid court established line, 957.21 feet to an iron pin on the Northerly projection of the line between the East 1/2 and West 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of aforesaid Section 32 and the Point of Beginning for the property herein described; run thence North 89 degrees 57 minutes 40 seconds East, 407.80 feet to an iron pin; run thence South 0 degrees 01 minutes 30 seconds West, 1305.94 feet to an iron bar on the North R.O.W. line of County Line Road, as it is now (July, 1978) in use; run thence South 89 degrees 50 minutes 30 seconds West along the said North R.O.W. line of County Line Road, 406.26 feet to an iron bar marking the Southeast corner of the now or former property of Forrest M. Morris, Jr., as recorded in Deed Book 135 at Page 483 of the aforesaid Chancery records; run thence North 0 degrees 02 minutes 35 seconds West along the East boundary of the said Morris property and the aforesaid line between the East 1/2 and West 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4, 1306.80 feet to the Point of Beginning. Containing 12.207 acres, more or less.

WHEREAS, the undersigned DONALD B. McGEHEE, MARY PATRICIA McGEHEE and VIRGINIA McGEHEE ELIAS, hereinafter referred to as "McGehees", are the owners or claim to be the owners of certain property lying North of and adjacent to said Hickory

Knoll Limited Partnership property and do further claim to be the owners of a strip of land lying South of and adjoining the North line of the said Hickory Knoll Limited Partnership property; and

WHEREAS, the North line of said Hickory Knoll Limited Partnership property has been a matter of dispute with the undersigned "McGehees"; and

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

NOW, THEREFORE, the undersigned Donald A. Brown and Morton W. Schomer, as General Partners for and in behalf of Hickory Knoll Limited Partnership, a Limited Partnership, and Donald B. McGehee, Mary Patricia McGehee and Virginia McGehee Elias, do hereby establish that the description contained in Exhibit "A" attached hereto and made a part hereof by reference and signed for identification is the line between their respective properties and do therefore quitclaim and convey as follows:

The undersigned Donald A. Brown and Morton W. Schomer, as General Partners for and in behalf of Hickory Knoll Limited Partnership, a Limited Partnership, do hereby quitclaim and convey all of their right, title and interest in and to any property lying North of said line unto the said Donald B McGehee, Mary Patricia McGehee and Virginia McGehee Elias, and do expressly by this instrument disclaim any interest in and to any and all property, whether under a fence or not, lying North of said line as described and established in said Exhibit "A";

Further, the undersigned Donald B. McGehee, Mary Patricia McGehee and Virginia McGehee Elias, do hereby quitclaim and convey unto Donald A. Brown and Morton W. Schomer, as General Partners for and in behalf of Hickory Knoll Limited Partnership, a Limited Partnership, all of their right, title and interest

in and to all land and property lying South of said line as described and established by said Exhibit "A" and do hereby expressly quitclaim any interest to said property whether under fence or not.

There is attached hereto a portion of a plat of survey prepared by Case and Associates, Inc., dated October 1, 1976 and designated as job number H-132, being a plat of the McGehee property lying North of and adjoining the property of Hickory Knoll Limited Partnership, reference to which is hereby made for the particulars thereof.

It is agreed and understood that said portion of the McGehee plat is attached hereto and made a part hereof by reference, said plat indicating the North line of the Rhodes property as established under Chancery Cause Number 15,616; that the South line of the McGehee property is 7.0 feet South of said Rhodes boundary line extended Eastwardly and being indicated on the attached plat in a "dashed red line".

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

Hickory Knoll Limited Partnership is a Limited Partnership organized under the laws of the State of Washington, District of Columbia, U.S.A., filed for record in the office of the Chancery Clerk of Madison County, dated July 28, 1978 and recorded in said office in Book 157 at Page 516.

witness our signatures, this the 4th day of Affinher 1980.

HICKORY KNOLL LIMITED PARTNERSHIP, a Limited Partnership

A. BROWN, General Partner

MORTON W. SCHOMER, General Partner

(See Following Page for Signature of McGehees)

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MARY PATRICIA MCGEHEE VIRGINIA MCGEHEE ELIAS VIRGINIA MCGEHEE ELIAS
· · _
STATE OF DISTRICT' OF
COUNTY-OF COCUMBIA
PERSONALLY came and appeared before me, the undersigned
authority in and for the jurisdiction aforesaid, and while within
my official jurisdiction, the within named DONALD A. BROWN and
MORTON W. SCHOMER, personally known to me to be General Partners
of the within named HICKORY KNOLL LIMITED PARTNERSHIP, who acknow-
ledged to and before me that they signed and delivered the above
and foregoing Disclaimer on the day and for the purposes therein
stated in their capacity as General Partners of said limited
partnership and as its own act and deed, they having been first
duly authorized so to do.
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the
Janie O June
My Commission Expires:
Oct. 31, 1982
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STATE OF FLORIDA
COUNTY OF DALE
PERSONALLY came and appeared before me, the undersigned
authority in and for the jurisdiction aforesaid, and while within
my official jurisdiction the within named DONALD B. McGEHEE, who
acknowledged to and before me that he signed and delivered the
above and foregoing Disclaimer on the day and for the purposes
therein mentioned.
WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, this the
day of October, 1980.
My Commission Expires: Notar mulc state of total take of

COUNTY OF PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction the within named MARY PATRICIA McGEHEE, who acknowledged to and before me that she signed and delivered the above and foregoing Disclaimer on the day and for the purposes therein mentioned. WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, this the of ___ 1980. Commission Expires: PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named VIRGINIA McGEHEE ELIAS, who acknowledged to and before me that she signed and delivered the above and foregoing Disclaimer on the day and for the purposes therein mentioned. . WITNESS MY, HAND AND OFFICIAL SEAL OF OFFICE, this the 10

EXHIBIT "A"

Commence at an iron bar marking the Northwest corner of the Lottie Rhodes property as said corner was established in that certain Court Decree in Chancery Cause Number 15,616, Madison County, Mississippi, said pin marking the East right of way of Pear Orchard Road and being 40 feet from the centerline thereof, and continue thence North 89 degrees 57 minutes East and along the North line of the Rhodes property and the South line of the Cabell property as established by said Court Decree for a distance of 957.21 feet to an iron pin, said iron pin marking the Eastern terminus of said line established by said Court Decree; said iron pin marking the Northwest corner of a certain 12.207 acre tract as shown on the plat of survey of Case and Associates, Inc., dated July 5, 1978 and revised July 14, 1978, said plat being Job Number H-167; said dividing line between the Rhodes and the Cabell property being further shown on the plat of Case and Associates, Inc. dated October 1, 1976 on a plat prepared for Donald B. McGehee, et al and being further designated as Job Number H-132; from said iron pin, run thence South 0 degrees 02 minutes 35 seconds East for a distance of 7.0 feet to a point, said point being the Western terminus of the line herein agreed upon, and said point being further described as being North 0 degrees 02 minutes 35 seconds West 1299.80 feet from the North line of County Line Road as the same is shown on the plat of survey prepared by Case and Associates, Inc. dated July 5, 1978, revised July 14, 1978 and designated as Job Number B-179 on a plat of survey prepared of Hickory Knoll Apartments; from said Western terminus, run thence North 89 degrees 57 minutes 40 seconds East for a distance of 407.82 feet to a point in the East line of the Hickory Knoll Apartments property, and said point further marking the Northeast corner of the property belonging to the undersigned Hickory Knoll Limited Partnership, subsequent to and based upon this boundary line agreement and mutual disclaimer. The Eastern end of sai

igned for intertation: B. Mr. Gelec now Poting M. C. Dahu Justinia Mc Schee Elias

STATE OF MISSISSIPRI: County of Madison:

I, Billy V. Cooper, Clark of the Chancery Court of said County pertify that the within instrument was filed for record in my office this day of the Chancery Court of said County pertify that the within instrument was filed for record in my office this day of the Chancery Court of said County pertify that the within instrument was filed for record in my office this day of the Chancery Court of said County pertify that the within instrument was filed for record in my office this day of the Chancery Court of said County pertify that the within instrument was filed for record in my office this day of the Chancery Court of said County pertify that the within instrument was filed to record in my office this day of the Chancery Court of said County pertify that the within instrument was filed to record in my office this day of the Chancery Court of said County pertify that the within instrument was filed to record in my office this day of the Chancery Court of said County pertify that the within instrument was filed to record in my office this day of the Chancery Court of said County pertify that the within instrument was filed to record in my office this day of the Chancery Court of said County pertify that the within instrument was filed to record in my office this day of the county pertify the county pertification of the county pertificatio

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DEED ** : ?

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

Unit 81, and an undivided interest in the common areas (and all other rights thereunto pertaining) of The Breakers, a Condominium, according to the Plan of Condominium for such project, the plats and exhibits attached thereto, as recorded in Book 466, Page 200; and the subdivision plat recorced in Cabinet B, Slide 39, in the Office of the Chancery Clerk of Madison County at Canton, Mississippi.

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

This leasehold conveyance is made subject to the following: '

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

WITNESS THE SIGNATURE, this the 24th day of October 1980.

THE BREAKERS OF MISSISSIPPI, LTD.

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

of October, 1980.

My Commission Expires: My Commission Evolute has 23, 1981

STATE OF MISSISSIPPI, County of Madison:

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BILLY Y. COOPER, Clerk

Smitto-Van., D. C.

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QUITCLAIM DEED

WOLKEN !

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, JOHN DAVIS and CALLIE M. DAVIS, Grantors, do hereby remise, release, convey and forever quitclaim unto CALLIE M. DAVIS, a single person, Grantee, all of our estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Part of Lots 5 and 6, Block C, of Brame Addition in Madison County, Mississippi and described as follows:

Beginning at a point on the west line of said Lot 5 which is 400 feet measured northerly from the southwest corner of Lot 3 of said Block C of Brame Addition; thence continue northerly along the west line of Lots 5 and 6 for a distance of 100 feet; turn thence to the right thru an angle of 92 degrees 27 minutes 30 seconds and run easterly 150 feet; thence southerly and parallel with the west line of said Lots 5 and 6 for a distance of 100 feet; thence southerly 150 feet to the point of beginning. A plat of Brame Addition being of record in Plat Book 3 at page 16, in the office of the Chancery Clerk of Madison County, Mississippi.

The Grantee by acceptance of the delivery of this deed does assume in full the balance of that certain indebtedness to the U.S.A. acting through the Farmers Home Administration, which indebtedness is secured by a deed of trust dated December 10, 1970 and recorded in Book 378 at Page 175 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

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

JOHN DAVITS

CALLIE M. DAVIS

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and $\mathbf{r}\hat{\mathbf{r}}\hat{\mathbf{r}}$ the jurisdiction above stated, the within named JOHN DAVIS AND CALLIE M. DAVIS, who stated and acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated.

GIVEN UNDER MY HAND and official seal this the _, 1980`.

STATE OF MISSISSIPPI, County of Madison:

By Billy V, COOPER, Clerk

By Brutto Van & ..., D. C.