AT ZÁSE Rev. 1-15-79 ·Miss./FHA

Mortgagor <u>Gipson, D.C. & Sims, N</u>eal, J FNMA No. <u>1-23-812723-8</u> FHA No. <u>281-118403-203</u>

STATE OF MISSISSIPPI

COUNTY OF MARISON) 86.

KOOK 172 PAGE 702 . . .

603#

SPECIAL WARRANTY DEED

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

LOT 39, PRESIDENTIAL HEIGHTS, PART TWO, 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 reference to which map or plat is hereby made in aid of and as a part of this description description.

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

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

IN WITNESS WHEREOF, Federal National Mortgage Association has caused this instrument to be signed in its name by its undersigned officer and its corporate seal affixed, this TALL day of NOVERNOER, 19 70.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (CORPORATE SEAL)

Dives H. White like JAMES H. WHITEHEAD Vice President

AROKA O E G B G W

STATE OF GEORGIA)

COUNTY OF FULTON)

Personally appeared before me, the undersigned Notary Public in and for aforesaid County and State, JAMES H. WHITEHEAD , who acknowledged that he is County and State, JAMES H. WHITEHEAD, who acknowledged that he is the Vice President of Federal National Mortgage Association, and that, for and _, who acknowledged that he is on behalf of said corporation and as its act and deed, he signed and delivered the foregoing instrument on the day and year therein mentioned, being first duly authorized to do so by said corporation.

Witness my signature and official seal this 1840 day of WWEMBER , 19 8.

NOTATY Publicy Georgia at Large

My Commission Expires:

(GEAL)

STATE OF MISSISSIPP L County of Madison:

1, Billy V. Cooper, Cleik of the Chancery Court of said County, certify that the within instrument was filed for record. in my office this day of DEC 10 1980. at 2 OCa clock. A. M., and was duly recorded on the day of DEC 10 1980. 19 Book Nol 2 Jan Page 7.0.2—in Witness my hand and seel of affice this the of DEC 10 1980.

BILLY V. COOPER, Clerk

By ... BILLY V. COOPER, Clerk

QUITCLAIM DEED

· FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and legal sufficiency of all of which is hereby acknowledged, I, DEBRA BOWEN, do hereby convey, transfer and quitclaim forever unto GARLAND BOWEN all my right, title and interest in and to the following described real property lying and being situated in the Town of Flora, Madison County, Mississippi, to-wit:

Lot Four (4) PATSY ANN SUBDIVISION, PART I, Flora, Madison County, Mississipp1, less that certain portion conveyed to Homer Mullins by instrument recorded in Deed Book 94 at page 222.

WITNESS MY SIGNATURE, this the 28 day of November, 1980.

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named DEBRA BOWEN, who acknowledged that she signed and delivered the above and foregoing QUITCLAIM DEED on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the z_{δ}

STATE OF MISSISSIPPIT County of Madison:

.

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, I, RICK MARTIN JENSEN, do hereby sell, convey and warrant unto BETTY JENSEN, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

a lot fronting 103 feet on Carolyn Avenue in the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 9 North, Range 1 West, Madison County, Mississippi, being more particularly described as beginning at a point that is 101 feet South along Carolyn Avenue from the intersection of the West line of Carolyn Avenue with the South line of Virginia Avenue, and run thence South along Carolyn Avenue 103 feet, thence Westerly along the North line of the Thomas McMillan lot 191 feet, thence Northerly along the West line of the Echols property 100 feet to the Southwest corner of the Travis Lilley lot, thence Easterly along the South line of said Travis Lilley lot 190 feet to the point of beginning.

As part of the consideration for this conveyance, Grantee herein assumes and agrees to pay as and when due and payable all remaining indebtedness owing against the subject property to the Bank of Flora, as evidenced by a deed of trust on file in the office of the Chancery Clerk of Madison County, Mississippi, having a principal balance as of this date of \$3,353.70.

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

It is understood and agreed that taxes for the current year are to be paid by Grantor, and taxes for the year 1981 and subsequent years shall be paid by Grantee herein.

WITNESS MY SIGNATURE, this the 4 day of December, 1980.

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY CAME AND, APPEARED BEFORE ME, the undersigned

600x 172 PAGE 705

authority in and for the jursidiction aforesaid, the within named RICK MARTIN JENSEN, who acknowledged that he signed and delivered the above and foregoing Assumption Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the day ion Expires:

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. | day of | DEC 1 0 1980 | 19 | Book No. | 2 on Page | 0. | Company of the condense of the

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), CASH IN HAND PAID, TOGETHER WITH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF ALL OF WHICH IS HEREBY ACKNOWLEDGED, TOGETHER WITH THE GRANTEE'S TOTAL ASSUMPTION OF THAT CERTAIN DEED OF TRUST TO COLONIAL MORTGAGE COMPANY, IN THE APPROXIMATE BALANCE OF \$33,000.00, AS RECORDED IN BOOK 449, AT PAGE 564, IN THE OFFICE OF THE MADISON COUNTY CHANCERY CLERK, CANTON, MISSISSIPPI, WE CHARLES DAVID ROBERTS AND MARGIE CORINE ROBERTS, HUSBAND AND WIFE, SO HEREBY SELL, WARRANT AND CONVEY UNTO YI-JEN PAN THE FOLLOWING REAL PROPERTY SITUATED IN MADISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY. DESCRIBED AS FOLLOW, TO-WIT:

Lot 32, Pear Orchard Subdivision Part I, Ridgeland, . Madison County, Mississippi

THE GRANTORS HEREBY ASSIGN TO THE GRANTEE ALL THEIR RIGHTS, TITLE AND INTEREST IN AND TO THE ESCROW ACCOUNTS HELD BY THE MORTGAGE COMPANY HEREIN FOR THE PAYMENT OF TAXES AND INSURANCE, AND THUS, THE GRANTEE ASSUMES ALL PAYMENT OF SAID INSURANCE AND TAXES FOR THE CURRENT YEAR.

WITNESS MY SIGNATURE THIS THE 38 DAY OF Life.

1980.

Charles David Roberts

Margie Corine Roberts
MARGIE FORINE ROBERTS

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, THIS DATE, THE UNDERSIGNED AUTHORITY, IN AND FOR THE AFORESAID JURISDICTION, THE WITHIN NAMED CHARLES DAVID ROBERTS, AND MARGIE CORINE

A

BOOK 172 PAGE 707

ROBERTS, HUSBAND AND WIFE, WHO ACKNOWLEDGED BEFORE ME
THAT THEY SIGNED AND DELIVERED THE ABOVE AND FOREGOING
INSTRUMENT OF WRITING ON THE DAY AND YEAR HEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE THIS THE 3 DAY OF FORMAL 1980.

NOTARY PUBLIC

My COMMISSION EXPIRES:

THE STATE OF MISSISSIPPI

BOOK 172 PAGE 708 -

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ristine Perry does hereby				₹ ⁶⁵ }	
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		11.2	- الناق ب		
Convey and WANTAN to	n Fred James P	erry Ir	÷ ,	••	•
Convey and wassing to	LICH OGMAS I	city bis	<i>n</i> , , ,	9,1	
e land described as Lot 7, Block hereof on file and of record ounty, Mississippi in Plat Bo	D, HcLaurin-Toug in the office of ook 2, Page 7.	aloo Heights, the Chancery	according t	o plat dison	
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BOOK 172 PAGE 709

L	THE STATE OF MISSISSIPPI, COUNTY OF, HINGS
;	Personally appeared before me. N.M. Watson
•	District fortig within the transformer administrative and and the control of the
D	and wife of said. wife of said. I be with the signed and delivered who acknowledged that the signed and delivered
ř	the foregoing instrument on the day and the year therein mentioned.
	Given under my hand and official seal at Jackson , Mississippi, this the 5th
Ī	- day of Dec A.D. 19_80
]	My Commission Expires Sept 28, 1984
	2
	THE STATE OF MISSISSIPPI, COUNTY OF.
	Personally appearedone of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he saw the within
	wife of saidney. It is a set at a second with the said second sec
	whose namesubscribed thereto, sign and deliver the same to the said
	; that he, this affiant, subscribed his name as a witness thereto, in the presence of
	the said
1	*
ŀ	Affiant.
	SHOW TO AM ADDITION THE PARTY OF THE PARTY O
	this theday of, A.D., 19
	ofCounty, Miss.
- 1	, , , , , , , , , , , , , , , , , , , ,
	STATE OF MISSISSIPPI County of Madison: Billy: V: Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
	day of A)-Clay May 19.00 , at
3	wee duly recorded on the day of UEU 1 0 1980, 19, Book No/ Son Page /. P. J. in
,	my office: DEC 1.0 1980
_ '	BILLY V. COOPER Clerk
77.1	By M. W. Left D. C.
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	Allorney at Law All 9
	A3301
	TELEPHONE 948-6136 BIS COURT STREET
	AREA CODE 601 JACKBON, ME 39201

<u>W A R R A N T Y D E E D</u>

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned WITHERS HOMES, INC. warrant unto Robert Thomas Pope and wife, Anne D. Pope as joint tenants with full rights of survivorship and not as tenants in $\dot{}$, that certain land and property common lying and being situated in Madison ____ County, Mississippi, .more particularly described as follows, to-wit:

Lot 29, GATEWAY NORTH, PART II, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in plat book 5 at page 44, reference to which is hereby made in aid of and as a part of this description.

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

It is understood and agreed that taxes for the current year have been prorated as of this date between the Grantor and the Grantees, and the Grantees, by the acceptance of this deed, agree to assume all ad valorem taxes assessed against the above described property for the year 1980 and subsequent years.

WITNESS the signature of WITHERS HOMES, INC.
this the 5th day of December , 1980 .

WITHERS HOMES INC.

W. T. WITHERS, IV, President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned Notary
Public in and for the jurisdiction aforesaid, W. T. WITHERS, IV,
President , of the above named WITHERS HOMES, INC
, a corporation, who acknowledged 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
written as the act and deed of said corporation, being thereunto
first duly authorized so to do.
Given under my hand and official seal of office, this the
Sthe day of We can be . 1980.
Lome on Deston
NOTARY PUBLIC
My Commission Expires:
3-6-84
The state of the s
STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clark of the Chancery Court of said County, certify that the within instrument was filed
for record in my office this day of DEC 1 0.1980
my-office. DEC 1 0 1980 19
BILLY V. COOPER, Clerk
By M. W. D. C.
With the state of

WARRANTY DEED

6027

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, JAMES HARKINS BUILDER, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto MICHAEL L. BRACKEN and wife, DIANE R. BRACKEN, as joint tenants with the 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 Twenty-Eight (28), 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 Grantees herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the day of December, 1980.

JAMES HARKINS BUILDER, INC.

Jimmy Harkins, President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Jimmy Harkins, who acknowledged to me that he is the President of James Harkins Builder, Inc.,

Book 112 Dage 7/2//2

a Mississippi corporation, and that he, as such 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 day of December, 1980.

ssion Expires: dission Expires Aug. 10, 1982

STATE OF MISSISSIEP! County of Madison:

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of Twenty-Five Thousand (\$25,000.00) Dollars to the Pearl River Valley Water Supply District, an agency of the State of Mississippi (herein styled Grantor), in hand paid, the receipt of which is hereby acknowledged, the said Grantor does hereby grant, bargain, sell, and convey to Amerada Hess Corporation, a Delaware corporation (herein styled Grantee), its successors and assigns, a right-of-way and easement twenty feet in width to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace a pipeline or pipelines and appurtenances thereto, including, but not limited to, fittings, tie-overs, valves, corrosion control and equipment and other apparatus, for the transportation exclusively of carbon dioxide under, upon, over, and through lands which the undersigned owns or in which the undersigned owns an interest, together, with a temporary construction easement as hereinafter defined, said lands being situated in the counties of Rankin and Madison, State of Mississippi, described as follows:

Commencing in the N/2 of the N/2 of Sec.

1, Township 7 North, Range 3 East, Rankin
County, at the boundary of the Pearl River
Valley Water Supply District property therein, and then extending across the following
property, all located in Township 8 North,
Range 3 East, Rankin County, that being the
Southwest Quarter of Southeast Quarter of
Sec. 36, thence the S/2 of SW/4 of Sec. 36,
thence the NW/4 of SW/4 of Sec. 36, thence
the E/2 of SE/4 of Sec. 35, thence the
NW/4 of SE/4 and the SW/4 of NE/4 of Sec.
35, there entering into Madison County, Mississippi, and continuing therein, and thence
that part of the NE/4 of SW/4, the SE/4 of
NW/4, and the W/2 of NW/4 of Sec. 35 that
lies in Madison County, and thence that part
of the E/2 of NE/4 of Sec. 34 that lies in
Madison County, thence the NW/4 of NE/4 of
Sec. 34, thence the NE/4 of NW/4 of Sec. 34,
thence the S/2 of SW/4 of Sec. 27, thence

book 172 PAGE 714

the E/2 of SE/4 of Sec. 28, thence the NW/4 of SE/4 of Sec. 28, thence the NE/4 of SW/4 of Sec. 28, thence the SW/4 of NE/4 and the SE/4 of NW/4 of Sec. 28, terminating at the western boundary of the Pearl River Valley Water Supply District's property.

Grantor shall be notified a reasonable period of time in advance of the commencement of construction of the pipeline by Grantee so that Grantor or its representative may approve the exact location of the pipeline. If any reasonable objection is raised by grantor to the locating of the pipeline across the property generally described above, the parties shall resolve the conflict by negotiation.

Following construction, a survey shall be conducted at Grantee's expense that will indicate the centerline of the pipeline as constructed, such centerline description definitively fixing the location of the easement, and an appropriate amendment of this instrument setting forth the exact description may be filed of record.

The right-of-way and easement herein granted on, over, and across that portion of the above-described land lying above the 298 foot contour line above mean sea level (said 298 foot contour line being the normal maximum pool elevation of the Ross Barnett Reservoir, and being referred to hereinbelow as the "banks of said reservoir") shall, during initial construction of said pipeline be fifty feet (50') in width; provided, however, for a distance of twelve hundred feet (1200') extending along the centerline of the pipeline as constructed in an easterly direction from the east bank of said reservoir, said right-of-way herein granted shall, during initial construction, be one hundred fifty feet (150') in width, being one hundred feet (100') northerly from and parellel with and fifty feet (50') southerly from and parallel with the centerline of the pipeline as constructed, and for a distance of one hundred feet (100') extending along the centerline of the pipeline as constructed in a westerly

direction from the west bank of said reservoir, said rightof-way herein granted shall, during initial construction, be
one hundred fifty feet (150') in width, being one hundred
feet (100') northerly from and parallel with and fifty feet
(50') southerly from and parallel with the centerline of the
pipeline as constructed. Construction activities and the
right-of-way and easement herein granted across and between
the "banks of said reservoir" shall be confined to a reasonable area.

The pipeline to be constructed by the grantee herein across the property of grantor shall be laid approximately ten feet (10') (and under no circumstances more than 20 feet) southerly of and parallel with the pipeline to be constructed by Pennzoil Producing Company pursuant to the terms and conditions of that certain Corrective Easement heretofore granted to Pennzoil Producing Company by grantor herein, said Corrective Easement being recorded in Book 404 at page 227 in the records in the office of the Chancery Clerk of Rankin County, Mississippi and in Book 169 at page 688 in the records in the office of the Chancery Clerk of Madison County, Mississippi. After completion of initial construction, said right-of-way and easement herein granted shall revert to a width of twenty feet (20'), being ten feet (10') northerly from and parallel with and ten feet (10') southerly from and parallel with the center of the pipeline as constructed. It is understood by the grantee herein that that portion of the permanent rightof-way herein granted lying on the northerly side of grantee's proposed pipeline will overlap and cover the southerly ten feet (10!) in width of the permanent right-of-way and easement heretofore conveyed to Pennzoil Producing Company under the terms and conditions of the right-of-way and easement set forth hereinabove. Grantor herein makes no representations concerning the willingness of Pennzoil Producing Company to allow Amerada Hess Corporation to use any portion of Pennzoil

Producing Company's right-of-way for construction, operation or maintenance of a pipeline. Prior to beginning of construction Amerada Hess Corporation shall acquire from Pennzoil Producing Company all permits which it deems necessary to utilize any portion of Pennzoil Producing Company's right-of-way.

of the pipe is at least thirty inches (30") below the normal surface of the ground on dry land exclusive of appurtenances customarily laid above ground, and twenty-four inches (24") below the floor of any bodies of water provided, however, in that portion of the Barnett Reservoir normally inundated with water, the top of the pipe shall be no higher than an elevation of 290 feet (i.e. eight feet (8') below 298 foot contour line) extending along the centerline of the pipeline in a westerly direction from the 298 foot contour along the east bank of said reservoir the top of the pipe shall be no higher than the 288 foot contour line.

Grantee shall have the right during construction of that portion of the pipeline to be laid across and between the "banks of said reservoir" to dig, dredge, and excavate in the usual and ordinary ways, underwater trenches as Grantee may deem necessary or convenient, and to lay its line in the beds of such trenches.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress to and egress from the premises, for the purposes herein granted.

The said Grantor is to use fully and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures, piers, pilings or other obstructions on or over the pipeline or right-of-way

herein granted and will not change the grade over such pipeline. However, nothing herein shall prohibit Grantor from constructing or permitting the construction of a road or roads over and across and as nearly perpendicular as possible to said right-of-way and easement herein granted in a manner so as not to interfere unreasonably with Grantee's rights hereunder. In addition, Grantor shall have the right to lay and construct water, sewer, telephone, electrical utility lines on, over and across said right-of-way and easement in a manner so as not to interfere unreasonably with the rights herein granted. Prior to constructing said roads or utility lines across said right-of-way, Grantor shall submit to Grantee plans and specifications showing the location, manner, and method of construction and shall obtain written approval from Grantee for said construction, which approval shall not be arbitrarily or unreasonably withheld.

Grantor shall not permit any dredging or excavation to occur and will not construct or allow to be constructed any piers, pilings, structures or obstructions within fifty feet (50') of that part of the pipeline underwater.

During the construction Grantee agrees to mark those portions of the pipeline being laid and constructed across and between the "banks of said reservoir" and to take such steps as may be necessary to prevent, insofar as is reasonably possible, unreasonable interference by the pipeline or Grantee's construction equipment with boat traffic upon any navigable area of said reservoir. In no event shall Grantee prevent the passage of boat traffic across the right-of-way for a period greater than 24 consecutive hours. Grantee shall take all reasonable steps to coordinate with the Grantor the timing of any of said interference and assumes responsibility for damages to person or property occasioned thereby.

Grantee shall, in the construction, operation and maintenance of said pipeline and appurtenances thereto comply

BOOK 172 PAGE 718

with all applicable federal and state laws and regulations. Grantee agrees to maintain said pipeline and appurtenances thereto in a good and reasonable manner and hereby indemnifies Grantor, its successors and assigns, against any loss, damage, injury or claim arising from Grantee's use of said easement, the pipeline located or to be located therein, and the carbon dioxide to be transported in said pipeline.

No right of indemnification established by any section of this agreement shall be construed to permit Grantor to be indemnified for any loss, injury or damage arising out of or caused by Grantor's own negligence.

After construction of the pipeline has been completed, the above-described temporary and permanent right-of-way and easement on the east and west banks of the reservoir will be smoothed and reseeded, using seed as selected by Grantor.

In addition to the consideration paid by Grantee to Grantor for the granting of this easement, Grantee agrees that Grantor shall be paid the value of any timber that is cut along the right-of-way and easement by Grantee.

If Grantee abandons the pipeline constructed along the right-of-way and easement herein granted for a period of three (3) consecutive years, the ownership of said right-of-way and easement shall revert to Grantor. The pipeline itself shall, in such event, likewise become owned by Grantor.

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

witness the signatures of Grantor and Grantee, acting by and through their duly authorized officers as of this the 2/2 day of October., 1980.

BOOK 172 PAGE 719

PEARL RIVER VALLEY WATER SUPPLY DISTRICT, Grantor

ATTREST. Marie 21 Facult

AMERADA HESS CORPORATION, Grantee

WEnloe_

ATTEST: D()

STATE OF MISSISSIPPI

COUNTY OF MADISON

GIVEN UNDER MY HAND AND OFFICAIAL SEAL, this the

21st day of _______, 1980.

NOTARY PUBLIC

My Commission Expires: Hy Commission Expires Dec. 5. 1982 STATE OF OKLAHOMA
COUNTY OF TULSA
Personally

Personally appeared before me within my official
jurisdiction, the undersigned authority in and for the juris-
diction aforesaid, the within named, J. R. Enloe
and D. G. Stevenson , to me personally
known, who acknowledged to me that they are the Vice President and
Asst. Secretary, respectively, of AMERADA HESS CORPORATION,
a Delaware corporation, and that they signed and delivered
the above and foregoing instrument on the day and year there-
in stated for and on behalf of said corporation and as its
act and deed, they having been first duly authorized so to
do. , .
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 2nd day of December , 1980. Commission Expires:
STATE OF MISSISSIPPI, County of Madison: I. Billy V. Cooper, Clerk of the Chancery Court of said County certify that the within instrument was filled for record in my office, this day of DEC 1 0 1980 19 Book No. 2 on Page 7.1.3 in my office. Witness my hand and seal of office, this the Of DEC 1 0 1980 19 BILLY V. COOPER, Clerk By D. Co.

RIGHT-OF-WAY AND EASEMENT

6033

STATE OF MISSISSIPPI COUNTY OF MADISON

For and in consideration of the sum of Eleven Thousand Six Hundred Fifty-Four Dollars and Sixty Cents (\$11,654.60) cash in hand this day paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged the Board of Trustees of the Canton Municipal Separate School District, acting by and through _, its President and Dr. Alfred W. Hardy, Jr. Lamar Fortenberry, Superintendent of Education of said school district (hereinafter called Grantor) does hereby grant, bargain, sell and convey unto Pennzoil Producing Company, a Delaware corporation authorized to do and doing business in the State of Mississippi, its successors and assigns (hereinafter called Grantee) a right-of-way and easement 50 feet wide during construction, to revert thereafter to 20 feet in width, all as more particularly set forth hereinbelow, to construct, lay, maintain, operate, alter, repair, replace, remove and abandon one pipeline and appurtenances thereto for the transportation of oil, gas, carbon dioxide and other similar gases or substances which can be transported through a pipeline under, across and through the following described land which is subject to the jurisdiction of the Canton Municiapl Separate School District, to-wit:

Section 16, Township 8 North, Range 3 East Madison County, Mississippi; and

Section 16, Township 9 North, Range 1 East, Madison County, Mississippi.

The center line of said right-of-way and easement herein granted across Section 16, Township 8 North, Range 3 East, Madison County, Mississippi is more particularly described as follows:

FOR ASSIGNMENT See Book

FOR ASSIGNMENT

See Book 2008 ARTHUR JOHNSTON, CHANCERY CLERK

D.C.

Beginning at a point in the south property line fence, also being the south section line of Section 16, Township 8 North, Range 3 East, Madison County, Mississippi, said point being 600 feet east of a center post fence corner marking the SE corner of the SW/4 of the SW/4 of Section 16;

ķ.,

Thence north 40° 02' 10" west a distance of 2,800.0 feet to a point;

Thence north 44° 56' 30" west a distance of 151.0 feet to a point in the west boundary line and section line, also marking the end of the survey line herein described;

All being Section 16, Township 8 North, Range 3 East, Madison County, Mississippi.

Said center line of said right-of-way being more particularly. shown on that certain map or plat identified as Drawing No. PB-MA-5, and attached hereto as Exhibit "1" and made a part hereof as if copied herein in full in words and figures. During construction of said pipeline over and across said Section 16, Township 8 North, Range 3 East, said right-of-way and easement shall be limited to 50 feet in width, being a strip of land 25 feet in width on each side of and parallel with the above-described center line. After completion of construction of said pipeline, said right-of-way and easement herein granted shall revert to 20 feet in width being a strip of land 10 feet in width on each side of adjacent to and parallel with the above-described center line.

The center line of the right-of-way and easement herein granted over and across Section 16, Township 9 North, Range 1 East, Madison County, Mississippi is more particularly described as follows:

Beginning at a point in the south property line fence, also being the south section line of Section 16, Township 9 North, Range 1 East, Madison County, Mississippi, said point being 275 feet west of a concrete monument marking the SE corner of Section 16;

Thence north 50° 30" west a distance of 6,664 feet to a point in the west property line fence, also being the west section line of Section 16, said point being 1,018 feet south of a corner fence post marking the SW corner of Section 16;

All being in Section 16, Township 9 North, Range 1 East, Madison County, Mississippi.

BOOK 172 PAGE 723

Said center line of the right-of-way being more particularly shown on that certain map or plat identified as Drawing No.

PB-MA-47, attached hereto as Exhibit "2" and made a part hereof as if copied herein in full in words and figures. During construction of said pipeline over and across said Section 16, Township 9 North, Range 1 East, said right-of-way and easement shall be limited to 50 feet in width, being a strip of land 25 feet in width on each side of and parallel with the above-described center line. After construction of said pipeline, said right-of-way and easement herein granted across said Section 16, Township 9 North, Range 1 East, shall revert to 20 feet in width being a strip of land 10 feet in width on each side of adjacent to and parallel with the above-described center line.

To have and to hold unto Grantee, its successors and assigns, with the free right of ingress to and egress over and across said land to and from said right-of-way and easement, for the pruposes herein granted.

It is understood by Grantee herein that the abovedescribed 16th Sections are classified, under the laws of the
State of Mississippi as agricultural land and Grantor herein
reserves the right at any time, and from time to time to
lease said land, including the above-described right-of-way
and easements for agricultural and pasturage purposes and
said Grantor and its lessees shall, at all times, have the
right to utilize the surface of the land covered by said
right-of-way and easement for the planting, growing and cultivation of annual growing crops and other agricultural purposes provided, however, that Grantor shall not construct nor
permit to be constructed any house, structure, pond, buildings
or other obstructions, on, over or across said right-of-way
and easement which will interfere with the exercise of the
rights herein granted. Grantor reserves unto itself and its

lessees the right to construct roads, streets and fences over, across and approximately perpendicular to said right-of-way.

Grantee shall bury the above-mentioned pipeline and all appurtenances thereto to a depth of not less than 36" below the normal surface of the soil and shall construct said pipeline in a manner so as not to be dangerous to persons or property nor to unreasonably interfere with the use of the land for ordinary agricultural purposes. No part or portion of said pipeline or appurtenances shall be constructed above ground. In addition to the consideration hereinabove provided Grantee shall pay the present or future agricultural lessees for any damages to annual growing crops, fences, pasture and building of said tenants which may arise from construction of said pipeline and appurtenances and shall pay the Canton Municipal Separate School District for all merchantable timber, if any, which may be cleared from the right-of-way herein granted during construction. Further, Grantee shall pay the present or future agricultural tenants for damages to annual growing crops or fences of such tenant which may arise from the exercise of all rights herein granted other than construction rights.

It is understood and agreed that Section 16, Township 8 North, Range 3 East, is presently leased, for agricultural purposes to C. H. Galloway, Jr. and Section 16, Township 9 North, Range 1 East, is presently leased, for agricultural purposes to Roy E. Tate. Said C. H. Galloway, Jr. and Roy E. Tate have both consented to the execution of a right-of-way and easement across the above-described lands all as more particularly shown by the application heretofore filed by Grantee with Grantor.

Grantee shall indemnify and hold Grantor harmless from any loss, injury or damages caused or alleged to have been caused to Grantor's tenant or tenants or to any third person by the construction, operation and maintenance of said pipeline on the right-of-way and easement herein granted.

BODY 172 PAGE 725

This agreement shall remain in force until there is a cessation of use. For the purposes of this agreement, cessation of use is defined as a cessation by grantee or his assigns, of any use of said pipeline for a period of one year, and such cessation shall automatically terminate this agreement.

Witness the signature of the Canton Municipal Separate
School District on the 14th day of October , 1980, and the approval of the Board of Supervisors of Madison County, Mississippi on the 17th day of October , 1980.

CANTON MUNICIPAL SEPARATE SCHOOL DISTRICT

President, Board of Trustees, Canton Municipal Separate School District

Superintendent of Education, Canton Municipal Separate School District

BOARD OF SUPERVISORS, MADISON COUNTY, MISSISSIPPI

BY_

President, Board of Supervisors Madison County, Mississippi STATE OF MISSISSIPPI

COUNTY OF MADISON

signed authority in and for the jurisdiction aforesaid the within named Alfred W. Hardy, Jr. and Dr. Lamar Fortenberry , who acknowledge to me they are President of the Board of Trustees, Canton Municipal Separate School District and Superintendent of Education, Canton Municipal Separate School District, respectively, and that they signed and delivered the above and foregoing instrument of writing for and on behalf of said Canton Municipal Separate School District on the day and year therein mentioned, all of which they were first authorized so to do.

Witness my signature this the Ital day of Maucoulus,

DARSELES E. Levy .
NOTARY PUBLIC

My Commission Expires:

oct. 6, 1981.

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named Pat H. Luckett, Jr., who acknowledged to me that he is President of the Board of Supervisors of Madison County, Mississippi, and that he signed and delivered the above and foregoing instrument of writing for and on behalf of said Board of Supervisors on the day and year there-

Witness my signature this the The day of nevertees.

rew & Levy

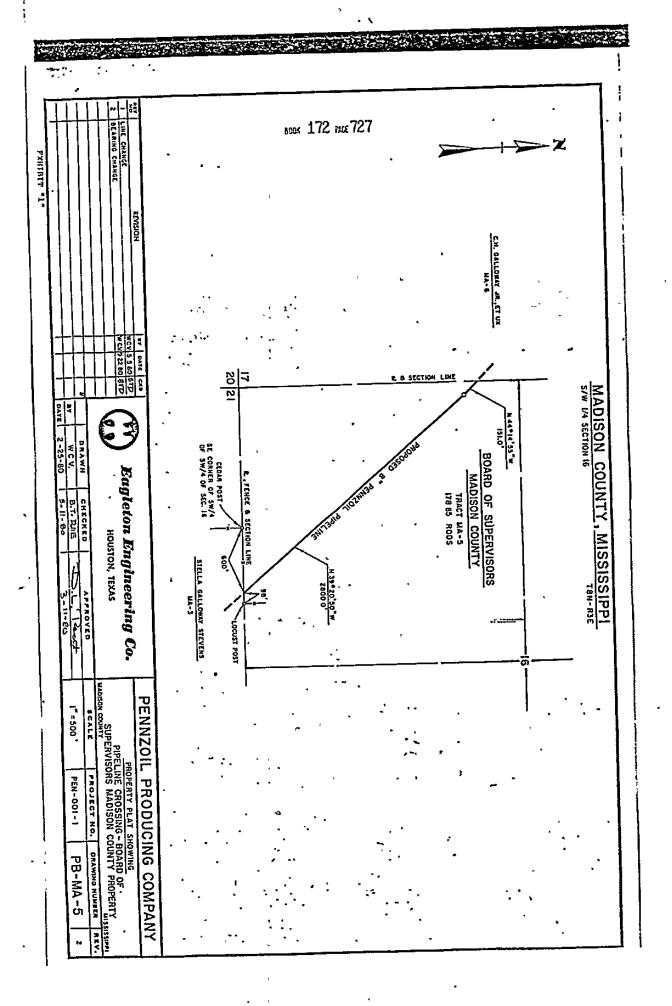
Ĺ98Q

My Commission Expires: .

act.6,1981.

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ile.



800× 172 PAGE 728 1 20 7 MADISON SECTION 16 3-10-80 BOARD OF SUPERVISOR Eagleton Engineering Co. IADISON COUNT TRACT MA-47 404 21 RODS 2 HOUSTON, TEXAS MISSISSIPPI R. FENCE & SECTION LINE JULIE STOKES LEE 275' 22 CONC. MON. PENNZOIL PRODUCING COMPANY l.. = 1000 PIPELINE CROSSING - BOARD OF SUPERVISORS MADISON COUNTY PROPERTY. PROJECT NO. PEN-001-1 PB-MA-47

WARRANTY DEED

6032 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, MELVIN DAVIS, Grantor, do hereby convey and forever warrant unto ELBERT WALKER, Grantee, my undivided one-half (1/2) interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Thirty acres off the East side of the SEl/4 of the NEl/4 of Section 32, and the SWl/4 of NWl/4 and 10 acres off the North end of the SEl/4 of NWl/4, and 5 acres off the south end of NEl/4 of NWl/4 of Section 33, all in Township 10 North, Range 4 East, containing 85 acres, more or less. SUBJECT to a reservation of all oil, gas and other minerals. The Warranty herein does not extend to the 5 acres mentioned above but it is nevertheless conveyed.

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

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

WITNESS MY SIGNATURE on this the 200 day of Decembee 1980.

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above stated, the within named MELVIN DAVIS, who stated and acknowledged to me that he 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 _______ day : December _______, 1980. P DECEMBER (SEAL)

MY COMMISSION EXPIRES:

STATE OF MISSISSIPP (County of Madison:

BILLY V. COOPER, Clerk By M. Wught D.C. Forta valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, S. N. HOLLIDAY, JR., do hereby convey and warrant unto G. M. CASE, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

A lot or parcel of land containing 0.33 acres, more or less, being part of Lots 31, 32, 33 and 34, Block "A", Green Acres Subdivision, Canton, Madison County, Mississippi, and more particularly described as follows:

Commencing at the Northeast corner of Lot 34, Block "A" of said Green Acres Subdivision and run North 57 degrees 15 minutes West along the North line of Lot 34 for 167.9 feet to the Northeast corner and point of beginning of the property herein described, and from said point of BEGINNING run thence North 57 degrees 15 minutes West along the North line of said Lot 34 for 145.4 feet to a point on the West line of said subdivision and the East edge of a ditch; thence South along the West line of said subdivision for 235.8 feet to a point on the West edge of a ditch; thence North 37 degrees 53 minutes East for 199.1 feet to the point of beginning.

This conveyance is executed subject to:

- 1. Zoning Ordinance of the City of Canton, Mississippi.
- Ad valorem taxes for the year 1980 which grantor covenants and agrees to pay when the same become due and payable.
- 3. Exception of such oil, gas and mineral rights as may now be outstanding of record.
- 4. Restrictive covenants as stated in that instrument executed by I. M. Perlinsky, et al, dated May 1, 1950, recorded in Land Record Book 47 at Page 205 thereof in the Chancery Clerk's Office for said county.

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

WITNESS my signature, this the 12th day of November, 1980.

N. Holliday, Jr.

1274

STATE OF MISSISSIPPI COUNTY OF MADISON

800x 172 PAGE 731

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

munification under my hand and official seal this the Rth day November, 1980.

My commission expires:

Oct. 6; 1981.

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, G. M. CASE, single, do hereby convey and warrant unto S. N. HOLLIDAY, JR., subject to the terms and provisions hereof, that real estate situated in threelingorofon amtor; Madison County, Mississippi, described as:

A lot or parcel of land lying and being situated in the S 1/2 of Section 7, Township 9 North, Range 3 East, Madison County, Mississippi, adjacent to Lots 29, 30, and 31, Block "A", Green Acres Subdivision, and more particularly described as follows:

Beginning at the Southwest corner of Lot 29, Block "A", Green Acres Subdivision, Canton, Madison County, Mississippi, and run North 63 degrees 17 minutes West along the extension of the South line of said Lot 29 for 159.3 feet to a point in the center of a ditch; for 159.3 feet to a point in the center of a ditch; thence North 37 degrees 53 minutes East along the center of said ditch for 231.73 feet to a point on the west line of said Lot 31; thence South along the West line of said Lots 31, 30 and 29 for 254.51 feet to the point of beginning.

This conveyance is executed subject to:

- (1) Zoning Ordinance and/or Governmental Regulations pertaining to captioned property.
- (2) Ad valorem taxes for the year 1980 which grantor covenants and agrees to pay when the same become due and payable.
- (3) Exception of such oil, gas and mineral rights as may now be outstanding of record.

WITNESS my signature, this the 12th day of November, 1980.

maoisi

STATE OF MISSISSIPPI COUNTY OF MADISON

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

going instrument on the day and year therein mentioned.

Given under my hand and official seal this the 9

of the tember 1980.

My commission expires:

STATE OF MISSISSIPPI, County of Madison:

1. Billy. V. Cooper, Clark of the Chancery Court of said County, certify that the within instrument was filed

BOOK 172 PAGE 733 WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, we, WILL WASHINGTON and wife, MATTIE WASHINGTON, Grantors, do hereby convey and warrant unto JOHNNIE JOHNSON, Grantee, the following described property, lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land lying and being situated in Section 31, Township 10 North, Range 3 East, Madison County, Mississippi and more particularly described as follows:

Commencing at the Northeast corner of the property conveyed grantee herein by Ethel Billingslea, et al on June 23, 1980 which deed is of record in Land Deed Book 169 at page 728, and from which point of beginning run east 200 feet, to a point, thence south 100 feet, thence west 200 feet and thence north 100 feet to the point of beginning.

Grantors agree to pay the 1980 ad valorem taxes. WITNESS OUR SIGNATURES, this 3 day of November, 1980.

Motto Washington

STATE OF MISSISSIPPI COUNTY OF MADISON

IERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, WILL WASHINGTON and MATTIE WASHINGTON, WHO ACknowledged to me that they did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the D.C. ssión expires:/

STATE OF MISSISSIPPI, County of Madison:

المرابع المرابع

BILĻY V. COOPER, Clerk By M. Wught ..., D. C.

? .	603 1/2 PAGE /34 Date October 3, 1980 193
	For and in consideration of \$1.00 and other valuable considerations received
	from St. Regis Paper Company, Mississippi Wood, Incorporated, a Corporation
	organized and existing under the laws of the State of Mississippi, does
	hereby assign to St. Regis Paper Company all rights and privileges pertaining
	to trees and timber conveyed by a certain deed granted by:
	R. M. Mackey & Kathleen Mackey
	On the 30 day of July, 19 80, and duly recorded in the records
	of Madison County, Mississippi in Book 170
•	Page 654
	This assignment is given to secure a certain demand note executed by
	Mississippi Wood, Incorporated, and payable to St. Regis Paper Company and
	upon the satisfaction of the debt represented by such note this assignment will
*	become null and void.
•	$\mathcal{L} = \mathcal{L} = \mathcal{L}$
*	President, Mississippi Wood, Incorporated
	State of <u>Mississippi</u>
	County of Lawrence
	Personally appeared before me, the undersigned authority in and for the County
• "	and State aforesaid, the within named William E. Jones
	, who acknowledged that he signed, sealed and delivered
	the above and foregoing assignment on the Lay and year therein mentioned, as .
1	his voluntary act and deed.
	Given under my hand and seal of office, this the 3 day of octobally 1980
•	TO MINO MINO MANORE
	My Commission Expires:
•	3/08/84 100 100 100 100 100 100 100 100 100 10
STATE O	MISSISSIPPI, County of Madison:
j j Bii	ly V. Cooper, Clerk, of the Chancery Court of said County, certify that the within instrument was filed
for record	in my office this cor. day of . When the state of the sta
my office.	ecorded on the
- L	BILLY V. COOPER, Clerk
E 2 NE	4.36=12-3E By M. Wright D.C.
Variation	met and the second of the seco

BOUK 172 PAGE 735

QUIT-CLAIM DEED

6040

FOR AND IN CONSIDERATION of the sum of ten dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, I, ELYBIA G. ADAMS, do hereby sell, convey and quit-claim unto HENRY L. ADAMS all my right, interest and title in and to the following described property, to-wit:

Lot 107, Stonegate III, to the City of Madison, Madison County, Mississippi as filed of record in the Chancery Clerk's Office for said County at Canton, Mississippi.

WITNESS MY SIGNATURE on this, the ______ day of

December, 1980.

STATE OF MISSISSIPPI COUNTY OF Heads

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ELYBIA G. ADAMS, who, after being first duly sworn on oath by me, stated that she sign, executed and delivered the above and foregoing instrument of writing on the day and date and for the purpose therein stated, as her own free act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the day of December, 1980.

My commission expires: 2/17/82

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

STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 172 PAGE 7:15

#6092

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, GEORGE T. FAURE, JR. and ALICE C. FAURE, do hereby sell, convey and warrant unto GEORGE T. FAURE, JR., and wife, ALICE C. FAURE, 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:

> Commencing at the intersection of the west line of Lyons Street with the north line of Semmes of Lyons Street with the north line of Semmes Street and run westerly along the north line of Semmes Street for 122 feet to an iron pin, thence turn right at an angle of 86°13' and run 182.5 feet to the point of beginning of the property herein described. Thence N 80° 37' W for 211.6' to a point thence N 05° 16' for 254.4' to a point; thence N 88° 05' for 100 feet to a point; thence S 03° 15' W for 60 feet to a point; thence S 88° 20' E for 62 feet to an iron pipe on the existing fence; thence S 05° 18' for 184 feet to a point; thence S 82° 51' E for 50 feet to a point; thence S 05° 36' W for 39.5 feet to the point of beginning. point of beginning.

_ day of *December*, 1980. EXECUTED this the

STATE OF MISSISSIPPI COUNTY OF MARISON

Given under my hand and official seal, this the Grand day of NOTARY PUBLICATION OF MISSISSION Expires: Personally appeared before me, the undersigned authority in and for said county and state, the within named GEORGE T. FAURE, JR. and ALICE C. FAURE, who acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

STATE OF MISSISSIFFI Chunty of Madison:

to a mississiff country 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 DEC 10 1980

was duly recorded on the day of DEC 10 1980

Witness my hand and seaf of office, this the DEC 10 1980

BILLY V. COOPER, Clerk

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

QUITCLAIM DEED

BOOK 172 PAGE 737

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, WE, GEORGE T. FAURE, JR. and ALICE C. FAURE, do hereby sell, convey and warrant unto GEORGE T. FAURE, JR., and wife, ALICE C. FAURE, 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:

A lot or parcel of land fronting 210.5 feet on the north side of Semmes Street and being a part of Lots 18 and 20 according to the 1898 George & Dunlap Map of the City of Canton, Madison County, Mississippi, and more particularly described as: Commencing at the intersection of the west line of Lyons Street with the north line of Semmes Street and run Westerly along the north line of Summes Street for 122 feet to an iron pin at the SE corner of the property herein described: thence turn right an angle of 86° 13' and run 182.5 feet to a point; thence turn left an angle of 86°13' and run 211.6 feet to a point; thence turn left an angle of 94°07' and run 182.6 feet to a point on the north line of Semmes Street; thence turn left an angle of 85° 53' and run along the north line of Semmes Street for 210.5 feet to the point of beginning.

_ day of December, 1980.

STATE OF MISSISSIPPI COUNTY OF Transier

Personally appeared before me, the undersigned authority in and for said county and state, the within named GEORGE T. FAURE, JR. and ALICE C. FAURE, who acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the day of the day and year therein ment: My commission expires

STATE OF MISSISSIPPI; Gounty of Madison:

by D. Warghil. D.C.

STATE OF MISSISSIPPL

COUNTY OF MADISON 600K 172 PAGE 738

6053

SUBSTITUTED TRUSTEE'S DEED

WHEREAS, William Travis and Lucile Travis
executed a Deed of Trust to Bailey Mortgage Company
Beneficiary, John Land McDavid , Trustee, dated
April 28, 1976recorded in Book418 , Page
Madison County, Mississippi; and
WHEREAS, said Deed of Trust was assigned to
NATIONAL MORTGAGE ASSOCIATIONby Assignment dated
April 28, 1976 recorded in Book 418 , Page 684
Records of Mortgages and Deeds of Trust of Madison
County, Mississippi; and
WHEREAS, FEDERAL NATIONAL MORTGAGE ASSOCIATION
appointed R. Conner McAllister as Trustee in said Deed of Trust
in place of, by Appointment of Substituted
Trustee dated October 23, 1980, recorded in Book 477, Page 139,
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 terms thereof, I, R. Conner McAllister, Substituted Trustee, pursuant to the provisions of said Deed of Trust, did on December 8, 1980 during legal hours between the hours of 11:00 A.M. and 4:00 P.M., south front door of the Madison County Courthouse

in the City of, Mississippi, offer for	
sale at public auction and sell to the highest and best	٠
the following described property,	-
with improvements thereon situated, lying and being situated	ġ.
in Madison County, Mississippi, more particularly	172
described as follows, to-wit:	724
A certain lot or parcel of land lying and being situated in the West half of Section 17, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows: A lot or parcel of land fronting 59.4 feet on the West side of Sugar Hill Street and being all of Lot 45, Presidential Heights, Part 2, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.	172 mg 739
	•
	•
Said property was sold after strictly complying with all of	•
the terms and conditions of said Deed of Trust and the statutes	5 '
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 <u>Madison</u> County, Mississippi,	
for four (4) consecutive weeks preceding the date of sale.	
The first notice of publication appeared November 13, 1980	
and subsequent notices appeared November 20, November 27, an	<u>d</u>
December 4, 1980 Proof of publication is	
attached hereto and incorporated herein by reference. A noti	ce
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, Mississ	ippi
on November 12, 1980 and everything necessary to be	
to make and effect a good and lawful sale.	017
At said sale, FEDERAL NATIONAL MORTGAGE ASSOCIATI	
, bid for said property in the amount of \$16,866.90	<u> </u>

Canton

	and this being the highest and best bid, said	
FEDI	ERAL NATIONAL MORTGAGE ASSOCIATION was	
	ared the successful bidder and the same was then and	
there	struck off to said FEDERAL NATIONAL MORTGAGE ASSOCIATION	
		6
	 •	
	NOW, THEREFORE, in consideration of the premises,	1000
and :	in consideration of the price and sum of \$16,866.90	5
	, cash in hand paid, receipt of which is	,
herel	by acknowledged, I, the undersigned Substituted Trustee,	`
do h	ereby sell and convey untoFEDERAL NATIONAL MORTGAGE	
	SSOCIATION , its successors and assigns, the land	
	-	
and)	property above described, together with all improvements	
ther	eon.	
	Title to this property is believed to be good,	
but	I convey only such title as is vested in me as Substituted	
Trus	tee.	,
	Witness my signature, this the 8th day of	
	December 80	
	1975	
	SXXXIII. and X	
•	R. CONNER MCALLISTER	
	Substituted Trustee	
STAT	E OF MISSISSIPPI	
COUN	TY OF HINDS	
	Personally appeared before me, the undersigned	
	ority in and for said County and State, the within d R. Conner McAllister, Substituted Trustee, who stated	
to m	e on oath that he signed and delivered the above and	
	going instrument on the day and in the year therein ed, for the purposes therein mentioned.	
	Witness my signature, this the 8th day of	
	December , 1980.	
	annum Strip Sub-Chartte	
MV C	ommission TexpOres:	
2343	Commercial Expires nov. or 1200	
<u> </u>		
	O MAN	
FM SS	SSIFPL Chanty of Medison:	
	Cooper, Clark of the Changery Court of said County, certify that the within instrument	Yās
	office this 10 % day of DEU 1 0 1980 19 80 at 7 10 So'clock G	*
	hand and seal of office, this theofDEC 1.0.1980 19	46
6	BILLY V. COOPER, Clerk	
ive.	By h While	

FOR AND IN CONSIDERATION of the sum of Ten Dollars

(\$10.00), cash in hand paid, and other good and valuable

considerations, the receipt and sufficiency of which is hereby

acknowledged, we, MICHAEL JEFFERIS and wife, REBECCA H.

JEFFERIS, do hereby sell, convey and warrant unto BOBBY W.

PENCE and wife, BEVERLY T. PENCE, as joint tenants, with full right of survivorship and not as tenants in common, the following described land and property situated in Madison County, Mississippi, to-wit:

Blocks "C" and "D" of SUNNY LEA ACRES, when described with reference to map or plat of said Addition now on file in the Chancery Clerk's office for Madison County, Mississippi, in Plat Book 4 at page 15 thereof, reference to said map or plat being here made in aid of and as a part of this description, Madison County, Mississippi.

Grantors convey two-fifths (2/5ths) of the oil, gas and other minerals in, on and under the above described property, this being the entire interest owned by grantors herein.

For further consideration, the grantees herein agree to assume that certain indebtedness to the Federal Land Bank, Jackson, Mississippi, secured by a Deed of Trust on the subject property, which said Deed of Trust is recorded in Book 456, at Page 191, said Deed of Trust being reindexed in Book 457, at Page 696, and the further execution by the Grantees herein of a Promissory Note, in the sum of \$6,000.00, with interest at the rate of ten (10%) percent per annum, payable on or before June 9, 1981, supported by a Deed of Trust on the subject property, thereby establishing a purchase money lien in favor of the Grantors herein.

BOOK 172 PAGE 742

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis.

WITNESS OUR SIGNATURES this the 9 day of December, 1980.

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY appeared before me this day, the undersigned authority, in and for the jurisdiction aforesaid, the within named MICHAEL JEFFERIS and wife, REBECCA H. JEFFERIS, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this _ day of December, 1980.

Commission Expires:

My Commission Expires Jun. 7, 1982

STATE OF MISSISSIPPI, County of Madison:

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