

WARRANTY DEED

1022

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, JOHN W. CHRISTOPHER, Grantor, do hereby convey and forever warrant unto ARTHUR J. TATE and wife, CONSUELLA S. TATE, Grantees, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

SE1/4 NW1/4 less 10 acres off the North end of Section 33; and S1/2 NE1/4 of Section 33; and SW1/4 NW1/4 of Section 34, all in Township 10 North, Range 4 East, Madison County, Mississippi.

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

1. County of Madison and State of Mississippi ad valorem taxes for the year 1981, which are liens, but are not yet due or payable and which shall be prorated as follows:  
Grantor: 2 months; Grantee: 10 months.

2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976 and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.

4. Rights-of-way and easements for roads, power lines, and other utilities.

The subject property constitutes no part of the homestead of the Grantor.

WITNESS MY SIGNATURE on this the 24th day of February, 1981.

  
JOHN W. CHRISTOPHER

STATE OF MISSISSIPPI

BOOK 174 PAGE 301

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above stated, the within named JOHN W. CHRISTOPHER, 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 24th day of February, 1981.



*W. S. Smith*  
NOTARY PUBLIC

JOHN W. CHRISTOPHER  
146 N. LIBERTY ST  
CANTON, MISS 39046

ARTHUR J. JATE  
298 W. PEACE ST  
CANTON, MISS 39046

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 24 day of February, 19 81, at 1:56 o'clock P.M., and was duly recorded on the day of FEB 24 1981, 19, Book No. 174 on Page 300 in my office.  
Witness my hand and seal of office, this the FEB 24 1981, 19.  
BILLY V. COOPER, Clerk  
By *B. V. Cooper*, D. C.

BOOK 174 PAGE 302

BOOK 85 PAGE 698

1981

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

DAVID CASE

COMPLAINANT

VS.

CAUSE NO. 25-155

JULIUS RADOWICK, IF LIVING, AND IF DEAD, THE HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, OR ASSIGNS OF JULIUS RADOWICK AND ALL PERSONS HAVING OR CLAIMING ANY INTEREST IN THE LAND INVOLVED HEREIN

DEFENDANTS

FILED  
THIS DAY  
FEB 23 1981  
BILLY V. COOPER  
Clerk

DECREE

THIS DAY this cause came on to be heard on a Bill of Complaint to confirm a tax title to certain land described herein filed by David Case, Complainant, against Julius Radowick, if living, and if dead, the heirs, devisees, executors, administrators or assigns of Julius Radowick and all persons having or claiming any interest in the land involved herein and process on said Defendants having been completed by publication in the manner and for the time required by law and said Defendants being all of the possible owners and parties in interest and no answer or pleadings having been filed by any of said Defendants and the Court having heard and considered the matter is of the opinion and does hereby find as follows, to-wit:

That the Court has jurisdiction of the subject matter and of the parties.

That the Complainant is the owner in fee simple, in possession of and entitled to ~~possess~~ possess the following described real property lying and being situated in Madison County, being more particularly described as follows, to-wit:

A lot or parcel of land lying and being situated in the NW 1/4 SW 1/4, Section 15, Township 8 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Rec. in Book 85 Page 698  
The 23 day of Feb 19 81  
Billy V. Cooper C.C.  
By *[Signature]* D.C.

Commencing at the SW corner of the well lot as shown on the plat of Twin Lakes Subdivision as recorded in the Chancery Clerk's Office of Madison County, Mississippi, run N 62° 18' W for 250.3 feet to a point; thence N 73° 31' W for 235.2 feet to a point on the east side of a private road, thence N 00° 45' W along the east side of said road for 400.0 feet to the point of beginning of the property herein being described, and from said point of beginning run thence south 73° 31' E for 170 feet to a point, thence North 00° 45' W for 94.8 feet to a point on the south side of another private road, thence North 81° 43' W along the south side of said private road for 164.3 feet to a point on the east side of the private road first mentioned herein, thence south 00° 45' E for 70.1 feet to the point of beginning.

That the above described land became subject to State of Mississippi and County of Madison ad valorem taxes for the year 1975, and the same were assessed to the "Julius Radowick Estate." At the time said land became subject to State of Mississippi and County of Madison ad valorem taxes for the year 1975 the record title owner was Julius Radowick. That the taxes on said land were not paid and the Tax Collector for said County advertised said land for sale according to law, and on September 20, 1976, offered said land for sale within legal hours to the highest bidder for cash. That the highest bidder was the Complainant, David Case, for the sum of Ten Dollars and Fifteen cents (\$10.15). That at the time of said sale the record title was shown by the records in the Chancery Clerk's office of Madison County, Mississippi, was in the name of Julius Radowick. That after the statutory two year redemption period passed and said property remained unredeemed, a Tax Deed was signed and delivered to Complainant by the Chancery Clerk of Madison County, Mississippi, on September 22, 1978, and recorded in Book 158 at page 554 in the land deed records of Madison County, Mississippi. A true copy of said Tax Deed is attached as an Exhibit to the Bill of Complaint filed herein.

That no objection, answer, or other pleadings by Defendants and Complainant would have been entitled to a decree *pro confesso* have been filed herein, and that the title to the above described property should be confirmed in and to Complainant, David Case.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the title is hereby confirmed in David Case in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land lying and being situated in the NW 1/4 SW 1/4, Section 15, Township 8 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the SW corner of the well lot as shown on the plat of Twin Lakes Subdivision as recorded in the Chancery Clerk's Office of Madison County, Mississippi run N 62° 18' W for 250.3 feet to a point; thence N 73° 31' W for 235.2 feet to a point on the east side of a private road, thence N 00° 45' W along the east side of said road for 400.0 feet to the point of beginning of the property herein being described, and from said point of beginning run thence south 73° 31' E for 170 feet to a point, thence North 00° 45' W for 94.8 feet to a point on the south side of another private road, thence North 81° 43' W along the south side of said private road for 164.3 feet to a point on the east side of the private road first mentioned herein, thence south 00° 45' E for 70.1 feet to the point of beginning.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Decree be recorded ~~in the Land Deed Records of the Chancery Clerk of Madison County, Mississippi~~ in the Land Deed Records of the Chancery Clerk of Madison County, Mississippi *and that final record be dispensed with.*

ORDERED, ADJUDGED AND DECREED on this the 23 day of

February, 1981.

*[Signature]*  
CHANCELLOR

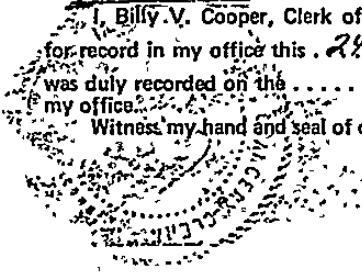
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 24 day of February, 1981, at 3:30 o'clock P. M., and was duly recorded on the MAR 4 1981 day of MAR 4 1981, 19....., Book No. 174 on Page 302 in my office.

Witness my hand and seal of office, this the MAR 4 1981 day of MAR 4 1981, 19.....

BILLY V. COOPER, Clerk

By *[Signature]*, D. C.



1033 UNDEVELOPED

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, We, the undersigned, DANNY R. GIBBS and CONNIE A. GIBBS, do hereby sell, convey and warrant unto DAVID K. CLEMER and wife, ELIZABETH ROSSKOPF CLEMER, as joint tenants with full rights of survivorship, and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot 129, Lake Lorman Subdivision, Part 4, 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 A at Slot 117 thereof, reference to which map or plat is hereby 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-ways, easements and mineral reservations of record. Taxes for 1981 and subsequent years are assumed by Grantees.

WITNESS OUR SIGNATURES this the 24th day of February, 1981.

*Danny R. Gibbs*  
DANNY R. GIBBS  
*Connie A. Gibbs*  
CONNIE A. GIBBS

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named DANNY R. GIBBS and CONNIE A. GIBBS, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as their act and deed.

GIVEN under my hand and official seal of office, this the 24<sup>th</sup> day of February, 1981.

*Jaqueline Hoff*  
NOTARY PUBLIC

My Commission Expires:

2-8-83

Grantor: 10-D Shore Drive  
Clinton, Ms. 39056

Grantee: Apt. N, 5840 Ridgewood Rd.  
Jackson, Ms. 39211



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 25<sup>th</sup> day of February, 1981, at 9:00 o'clock A.M., and was duly recorded on the day of FEB 25 1981, 19... Book No. 174 on Page 305 in my office. Witness my hand and seal of office, this the ... of FEB 25 1981, 19...

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

M

BOOK 174 PAGE 305

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, We, the undersigned do hereby convey and forever warrant unto JAMES PARKER, the following described real property lying and being situated in the County of Madison, State of Mississippi, to-wit: -

1037

7.00 Acres located on the South end of the Thelma Parker Place in the E 1/2 of the NW 1/4 of Section 26, Township 11 North, Range 4 East, Madison County, Mississippi - described as follows:

Beginning at a Concrete Block at the SE Corner of the Thelma Parker Place which is situated 5.00 Chains North of the SE Corner of the said E 1/2 of NW 1/4 of said Section 26 as a - Point of Beginning - and running thence North along the fence line 13.20 Chains to a stake on said fence line; thence West 5.31 Chains to an iron stake; thence South 13.20 Chains to a Concrete Block at the SW Corner of the Thelma Parker Place; thence East 5.31 Chains to the - Point of Beginning - containing 7.00 Acres, more or less.

WITNESS OUR SIGNATURES, this the 25th day of February, 1981.

*Thelma Parker*  
THELMA PARKER

*Michelle Parker*  
MICHELLE PARKER

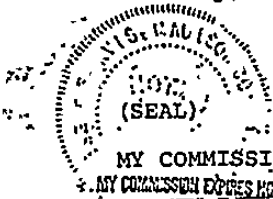
*Debroah Parker Kelly*  
DEBROAH PARKER KELLY

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said County and State aforesaid, the within named, THELMA PARKER, MICHELLE PARKER, MINOR, & DEBROAH PARKER KELLY, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 25th day of February, 1981.

*Bennie M. Travis*  
NOTARY PUBLIC



GRANTORS:  
THELMA PARKER ET AL  
ROUTE 1, BOX 160  
CAMDEN, MS

GRANTEE:  
JAMES L. PARKER  
Route 4, Box 118  
CANTON, MS 39042

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 25 day of February, 1981, at 11:25 o'clock, A.M., and as duly recorded on the 25 day of FEB 25 1981, Book No. 174 on Page 305 in my office.

Witness my hand and seal of office, this the 25 day of February, 1981.

BILLY V. COOPER, Clerk

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

M

WARRANTY DEED

BOOK 174 PAGE 307

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 and sufficiency of all of which are hereby acknowledged, the undersigned, BRYAN HOMES, INC., a Mississippi Corporation of 402 Harvest Drive, Jackson, Mississippi, 39213, does hereby sell, convey, and warrant unto ARETHA PERKINS, a single person, of 225 West North Street, Canton, Mississippi 39046, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Being the West 49.0 x 125.0 feet of Lot 5, on the South Side of West North Street according to the official map of the City of Canton, Madison County, Mississippi.

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 20th day of February, 1981.

BRYAN HOMES, INC.

BY: *[Signature]*  
STEVE BRYAN, PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, STEVE BRYAN, who acknowledged to me that he is President of Bryan Homes, Inc., a Mississippi Corporation, and who also acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for and on behalf of said corporation, first being duly authorized so to do by said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 20th day of February, 1981.

*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

6/26/82



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of February, 1981, at 9:00 o'clock P.M., and was duly recorded on the MAR 4 1981 day of MAR 4 1981, 19... Book No. 174 on Page 307. in my office. Witness my hand and seal of office, this the MAR 4 1981 of 19...

BILLY V. COOPER, Clerk

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



M

2019 INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Habitat, Inc., does hereby sell, convey and warrant unto Marc A. Horner and wife, Barbara J. Horner, as joint tenants with full rights of survivorship and not as tenants in common, the following land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 75, Stonegate Subdivision, Part II, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Slide B-28. reference to which is hereby made in aid of and as a part of this description.

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 said Grantees or their assigns any deficit on an actual proration.

THIS CONVEYANCE is subject to any and all recorded building restrictions, rights of way, easements or mineral reservations applicable to the above described property.

WITNESS the respective hand and signature of the undersigned Grantor hereto affixed on this the 25th day of February, 1981.

Habitat, Inc.

By: [Signature], Pres.

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 25th day of February, 1981.

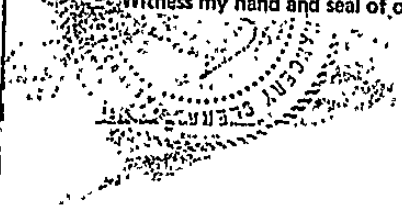
*Genea Williams*  
NOTARY PUBLIC

My Commission Expires: 9-14-84



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 25 day of February, 1981, at 9:00 o'clock a.M. and was duly recorded on the MAR 4 1981 day of MAR 4 1981, 19....., Book No. 174 on Page 309 in my office. Witness my hand and seal of office, this the ..... of ..... 19.....



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

M

WARRANTY DEED

1058

RECORDED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned DAVID S. CALLAWAY, LOUIS B. GIDEON, BRENDA PARKER HILBUN, RICHARD WAYNE PARKER, WILLIAM C. SMITH, JR., and ROBERT N. STOCKETT, JR., do hereby convey and warrant unto DAVID S. CALLAWAY, an undivided ten (10%) per cent interest, LOUIS B. GIDEON, an undivided ten (10%) per cent interest, THE MISSISSIPPI BANK, TRUSTEE FOR THE GIDEON REAL ESTATE, INC., MONEY PURCHASE PENSION PLAN, an undivided ten (10%) per cent interest, RICHARD WAYNE PARKER, RUBY PARKER HESTER and BRENDA PARKER HILBUN, d/b/a RICHARD PARKER ENTERPRISES, a partnership, an undivided fifteen (15%) per cent interest, RICHARD WAYNE PARKER, an undivided twenty (20%) per cent interest, WILLIAM C. SMITH, JR., an undivided fifteen (15%) per cent interest, and ROBERT N. STOCKETT, JR., an undivided twenty (20%) per cent interest, in and to the following described land and property being situated in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

A parcel of land fronting 1568.5 feet on the North side of County Line Road, containing 46.51 acres, more or less, lying and being situated in the South one half (1/2) of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi and more particularly described as follows:

Commencing at the Southwest corner of the Cantrell, Ragus and Beckham property as conveyed by deed recorded in Deed Book 129 at Page 768 in the records of the Chancery Clerk of said county, said Southwest corner being 330 feet west along the North right of way line of County Line Road from the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 32 according to said deed, and run North 89 degrees 55 minutes East along said North right of way line of 407.8 feet to a point on the East fence line of said Cantrell, Ragus and Beckham property and the POINT OF BEGINNING of the property herein described: thence North 00 degrees 01 minutes East along said East fence line of 1293.5 feet to an iron pin on a line indicated on Plats H-167 of July 5, 1978 and revised July 21, 1978, and H-132 of October 1, 1976 by Case & Associates, Inc., as being the North line

GRANTEES' ADDRESS: c/o William C. Smith, Jr.  
 P. O. Drawer 2428  
 Jackson, Mississippi 39205

of the South 1/2 of the South 1/2 of said Section 32; thence North 89 degrees 59 minutes 35 seconds East along said Case & Associates, Inc., line for 1566.3 feet to a round concrete monument that is 7.4 feet North of a square concrete monument; thence South 00 degrees 05 minutes East for 1291.4 feet to a point that is 1.2 feet South of a concrete monument and 40 feet North of the center line of County Line Road; thence South 89 degrees 55 minutes West 40 feet from and parallel to the center line of said road for 1568.5 feet to the POINT OF BEGINNING.

Taxes for the current year are to be prorated based upon taxes as assessed for the year 1979 between the parties hereto as of the date of this instrument. Grantees assume and agree to pay the ad valorem taxes for the year 1980 and all subsequent years.

There is excepted from the warranty hereof the following, to-wit:

1. Lien for advalorem taxes for the year 1980.
2. Madison County, Mississippi Zoning Ordinances and subdivision regulations.
3. A right of way in favor of Mississippi Power and Light Company by instrument between Bruce G. Marshall and Mississippi Power and Light Company dated October 3, 1951 and appearing of record in the office of the Chancery Clerk of Madison County in Book 52 at Page 115.
4. That reservation unto L. E. Raymond, R. B. Raymond, Julia R. Evans, Bertha R. Bailey, and their assigns, in fee simple, an undivided one-half (1/2) of one-eighth (1/8) of the whole of the oil, gas and other minerals of whatever nature which may be produced from the land next above described, more particularly described and reserved in that certain Warranty Deed from Mrs. Ida M. Raymond, et al to George A. Gear, of record in the office of the Chancery Clerk of Madison County in Deed Book 36 at Page 194.

Further, the Grantors do hereby convey and quitclaim unto the Grantees herein, all of their right, title and interest in and to the intervening property between the east line of the

property above described and that existing barbed-wire fence located two (2) feet, plus or minus, from and running parallel to the said east line of the property, as shown on the revised plat of survey of Tyner and Associates, dated August 6, 1980, a copy of which is marked as Exhibit "A" and attached hereto and made a part hereof by reference.

The purpose of this conveyance is to vest in each Grantee its particular interest purchased as of and on, and vested on the date hereof.

WITNESS OUR SIGNATURES, this the 12th day of August, 1980.

*[Signature]*  
 \_\_\_\_\_  
 DAVID S. CALLAWAY

*[Signature]*  
 \_\_\_\_\_  
 LOUIS B. GIDEON

*[Signature]*  
 \_\_\_\_\_  
 BRENDA PARKER HILBUN

*[Signature]*  
 \_\_\_\_\_  
 RICHARD WAYNE PARKER

*[Signature]*  
 \_\_\_\_\_  
 WILLIAM C. SMITH, JR.

*[Signature]*  
 \_\_\_\_\_  
 ROBERT N. STOCKETT, JR.

STATE OF MISSISSIPPI

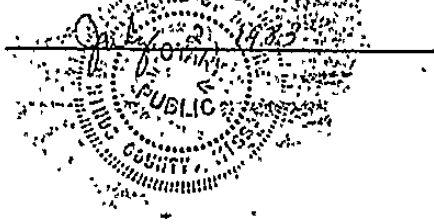
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named DAVID S. CALLAWAY, LOUIS B. GIDEON, RICHARD WAYNE PARKER, WILLIAM C. SMITH, JR., and ROBERT N. STOCKETT, JR., who acknowledged to and before me that they signed and delivered the above and foregoing warranty deed on the day and for the purposes therein stated.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 12th day of August, 1980.

*[Signature]*  
 \_\_\_\_\_  
 NOTARY PUBLIC

My Commission Expires:



STATE OF MISSISSIPPI

COUNTY OF Hinds

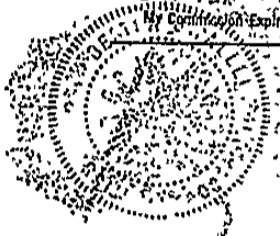
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named BRENDA PARKER HILBUN, who acknowledged to and before me that she signed and delivered the above and foregoing warranty deed on the day and for the purposes therein stated.

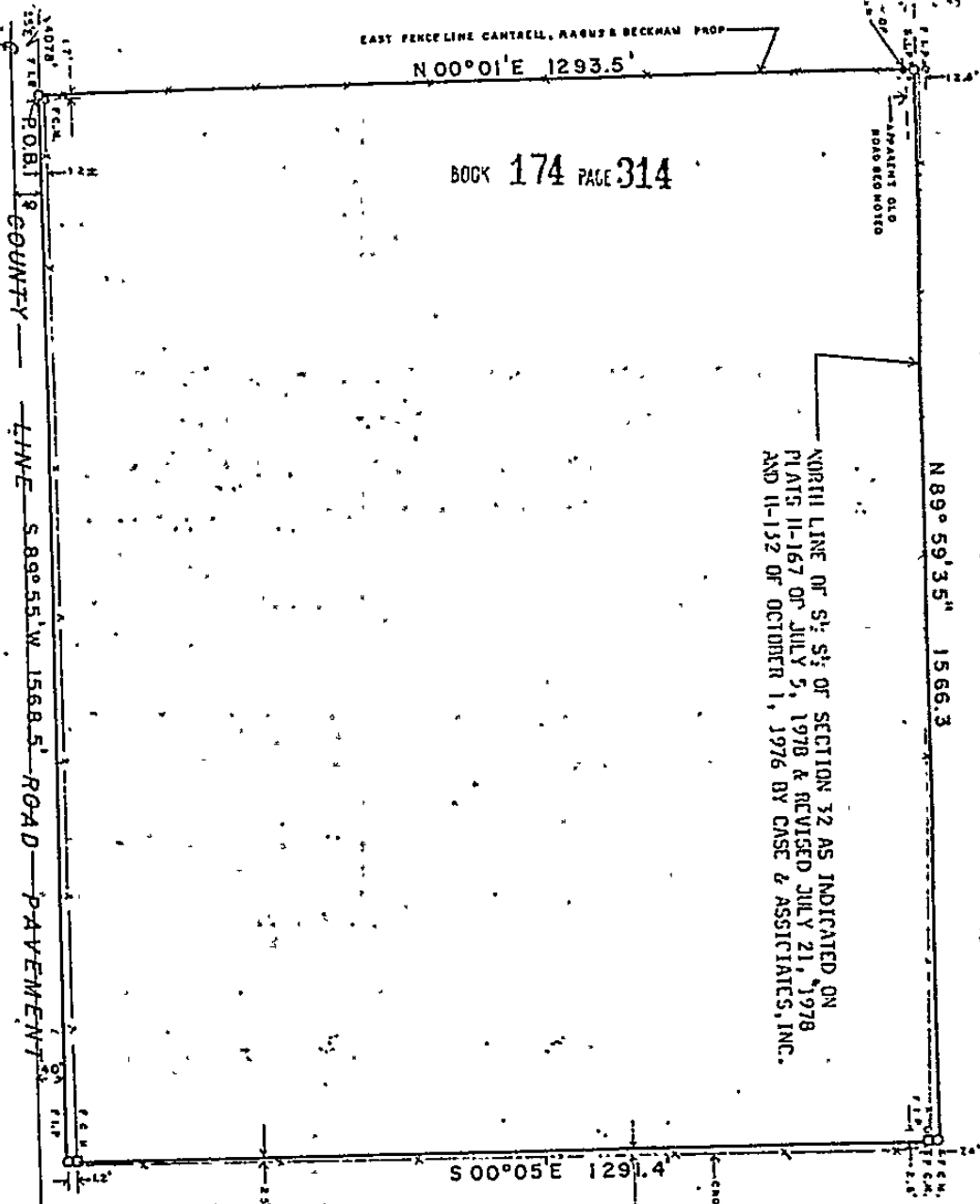
WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 12th day of August, 1980.

Bertha J. Allen  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 31, 1982





BOOK 174 PAGE 314

WESTERLY COUNTY LINE S 89° 55' W 1568.5' ROAD PAVEMENT

N 89° 59' 35" 1566.3

NORTH LINE OF S 1/2 S 1/2 OF SECTION 32 AS INDICATED ON PLATS II-167 OF JULY 5, 1978 & REVISED JULY 21, 1978 AND II-132 OF OCTOBER 1, 1976 BY CASE & ASSOCIATES, INC.

S 00° 05' E 1291.4

PROPERTY AS SURVEYED FOR CHRISTIANE D. MARSHALL  
 BEING AS SHOWN A PARCEL OF LAND FRONTING 1568.5 FEET ON THE NORTH SIDE OF COUNTY LINE ROAD, CONTAINING 46.51 ACRES, MORE OR LESS, LYING AND BEING SITUATED IN THE S 1/2 OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI.  
 July 16, 1980  
 Revised August 6, 1980

TYNER & ASSOCIATES  
 REGISTERED PROFESSIONAL ENGINEERS  
 OFFICE: 859-2912 OR HOME: 859-1634  
 P. O. BOX 143  
 CANTON, MISSISSIPPI 39048

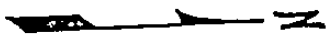
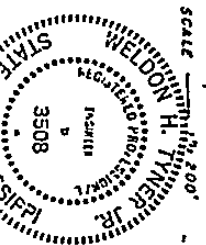


EXHIBIT "A"

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 to my office this 8th day of February, 1981, at 11:50 o'clock A.M., and was duly recorded on the 4th day of MAR 4 1981, 19... Book No. 174 on Page 314. in my office.  
 Witness my hand and seal of office, this the 4th day of MAR 4 1981, 19...  
 BILLY V. COOPER, Clerk  
 By *[Signature]*, D. C.

## WARRANTY DEED

For and in consideration of the sum of Ten (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, ROSE W. HIGGASON, reserving a Life Estate, do hereby convey and warrant unto ROSEMARY H. POOLE and DORIS H. JONES, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Beginning on the north margin of East Center Street at the Southeast corner of lot 36 on the north side of East Center Street, which point is also the southwest corner of the lot formerly occupied by Annie M. Yandell and W. M. Yandell as a residence, thence west along the north margin of East Center street 65 feet, thence north 200 feet to a stake, thence east 65 feet to the east line of said lot 36 or to the west line of the said Yandell property, thence south along the west line of said Yandell property to the point of beginning. Lot numbers and streets in this description are made with reference to George and Dunlap's map of the City of Canton made in 1898.

Also, a right of way and easement for the purpose of a driveway over and across the eastern four feet of the lot which adjoins the lot hereinbefore described to the west. The lot hereinbefore described is subject to the right of way and easement over the western portion of same for the purpose of a driveway.

This conveyance is made subject to the following:

1. To the Zoning Ordinance of the City of Canton, Madison County, Mississippi, approved and adopted October 7, 1958, and amendments hereto.
2. The Grantor herein specifically reserves unto herself a Life Estate in the above described property.

WITNESS my signature this the 24 day of Sept, 1980.

Rose W. Higginson  
Rose W. Higginson

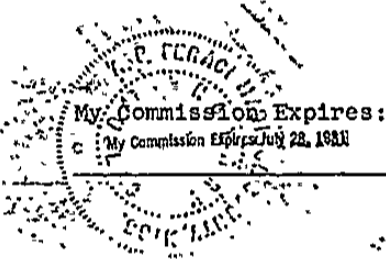


STATE OF MISSISSIPPI  
COUNTY OF MADISON

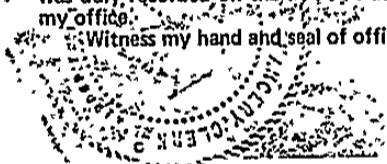
PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ROSE W. HIGGASON, who acknowledged to and before me that she signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein stated.

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

[Signature]  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of February, 1981, at 1:35 o'clock P. M., and was duly recorded on the 26 day of MAR. 4, 1981, 19....., Book No. 174 on Page 315 in my office.  
Witness my hand and seal of office, this the ..... of MAR. 4, 1981, 19.....



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

EXHIBIT

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, CATHERINE BUTLER BUFFINGTON, widow and sole beneficiary under the Last Will and Testament of Glenn Buffington, Deceased, do hereby convey and forever warrant, subject to the exceptions and limitations hereinafter contained, unto JEFFREY ALLEN RENFROW, the following described real property lying and being situated in Madison County, Mississippi, to wit:

A lot or parcel of land containing 0.75 acres, more or less, lying and being situated in Section 19, Township 10 North, Range 3 East, Madison County, Mississippi, as follows: Beginning at an iron pin representing the NE corner of the Mizell lot as conveyed by deed recorded in Deed Book 133 at Page 211 in the records of the Chancery Clerk of Madison County, Mississippi, and run Northerwesterly along the north line of said Mizell lot for 169.425 feet to an iron pin representing the NW corner of said Mizell lot; thence turn right an angle of  $96^{\circ} 48'$  and run 195 feet to a point; thence turn right an angle of  $83^{\circ} 12'$  and run 169.425 feet to a point; thence turn right an angle of  $96^{\circ} 48'$  and run 195 feet to the point of beginning.

THE WARRANTY of this conveyance is subject to:

1. County of Madison and State of Mississippi ad valorem taxes for the year 1980, and subsequent years.
2. The exception of all oil, gas and other minerals, the same having been heretofore reserved, excepted, or conveyed by prior owners.
3. The Madison County, Mississippi Zoning Ordinance and Subdivision Regulations of 1964.
4. The bylaws, rules and regulations of Lake Stephens, Inc., as they now exist or as they hereafter may be amended to read. The Grantee does hereby covenant, agree and bind himself, his heirs, personal representatives, successors, and assigns to adhere to and abide by the bylaws, rules and regulations of Lake Stephens, Inc.

The Grantor warrants that she is the widow and sole beneficiary under the Last Will and Testament of Glen Buffington, Deceased, which has been admitted to probate in Cause No. 24-721 on the docket of the Chancery Court of Madison County, Mississippi.

The Grantor further warrants that this conveyance has been approved by the stockholders of Lake Stephens, Inc., in the manner prescribed by and as set forth in the bylaws thereof.

WITNESS MY SIGNATURE on the 29 day of April, 1980.

*Catherine Butler Buffington*  
Catherine Butler Buffington

GRANTOR

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me; the undersigned authority in and for the jurisdiction above mentioned, CATHERINE BUTLER HUFFINGTON, 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.

GIVEN UNDER MY HAND and official seal of office on this 29 day of April, 1980.



*M. C. Boeckelmann*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

BY COMMISSION EXPIRES NOV. 22, 1981

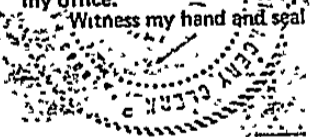
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of February, 1981, at 2:30 o'clock P.M., and was duly recorded on the MAR 4 1981 day of March, 1981, Book No. 174 on Page 317 in my office.

Witness my hand and seal of office, this the MAR 4 1981 day of March, 1981.

BILLY V. COOPER, Clerk

By *B. Wright*, D. C.



RECORDING REQUESTED BY:  
UNITED CALIFORNIA BANK

WHEN RECORDED MAIL TO:

UNITED CALIFORNIA BANK  
Trust-Real Estate T-262  
P. O. Box 3667  
Los Angeles, CA. 90051

MAIL TAX STATEMENTS FOR  
ONE-HALF DISTRIBUTED TO JEWISH  
FOUNDATION TO UGB AT ABOVE ADDRESS  
AND FOR ONE-HALF DISTRIBUTED TO  
HAYNER TO:

SIMEON EDWARD HAYNER  
P. O. Box 559  
Deerfield, ILL. 60015

1066

BOOK 174 PAGE 319

(SPACE BELOW FOR FILING STAMP ONLY)

LAW OFFICES  
KATZ, GRANOF & PALARZ  
A PROFESSIONAL CORPORATION  
8100 WILSHIRE BOULEVARD, SUITE 250  
BEVERLY HILLS, CALIFORNIA 90212  
TELEPHONE 278 9100  
878-0222

45 FILED  
AUG 5 1980  
JERRY L. COSCORA, CLERK  
COURT CLERK  
ST. CL. BARNETT, EXECUTIVE

Attorneys for Co-Trustees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Estate of / No. P-343,768  
/ /  
JOSEPH FELDMAN, / ORDER SETTLING FIFTH ACCOUNT  
/ AND REPORT OF TRUSTEES AND FOR  
Deceased. / DISTRIBUTION

The Fifth and Final Account and Report of Co-Trustees,  
Petition for its Settlement, Petition for Trustees' Fees, Petition  
for Attorneys' Fees and Petition for Distribution of United  
California Bank and Steven C. Good, as Co-Trustees of the  
Testamentary Trusts created under the Last Will and Testament of  
Joseph Feldman, deceased, coming on regularly to be heard on  
June 27, 1980, in Department 11 of the above-entitled Court, the  
Honorable Earl F. Riley, Judge Presiding, there appearing Leon  
Katz, on behalf of the Co-Trustees, G. William Shea and Clyde O.  
Bowles, Jr., on behalf of Margaret Hayner, Simeon Edward Hayner  
and Helen Hayner Meminger Kuhl, and Arnold D. Kahn, on behalf of  
the Jewish Community Foundation of the Jewish Federation Council of  
Greater Los Angeles; the Court, after hearing the evidence and  
accepting the stipulations made by the parties, and finding that

1 all notices of said hearing have been given as required by law,  
2 settles said account and grants said petition, as follows:

3 IT IS ORDERED, ADJUDGED AND DECREED by the Court as  
4 follows:

5 1. That said Fifth and Final Account and Report is  
6 approved as a fifth account current;

7 2. That the Trustees have in their possession belonging  
8 to the trust estate, after deducting the credits to which they  
9 are entitled, a total of \$1,150,424.97, of which the sum of  
10 \$26,592.73 is in cash and \$1,837.00 in a trust savings account,  
11 and the remainder consists of the property described in said  
12 account and report;

13 3. That said account and report and the acts of said  
14 Trustees, as set forth in said fifth account current and report  
15 are hereby approved, allowed and settled;

16 4. That no successor Co-Trustee be appointed to fill the  
17 vacancy created by the death of Gertrude M. Reilly;

18 5. That the waiver by Steven C. Good of Trustee's fees  
19 is approved;

20 6. That there is allowed to Gertrude M. Reilly, deceased,  
21 and the Trustees are authorized to pay to her estate, the sum of  
22 \$11,813.00 for her services as Trustee to the date of her death,  
23 to be charged to income of the oil royalty account;

24 7. That the sum of \$14,403.00 on account of ordinary  
25 services, heretofore paid to United California Bank as Trustee,  
26 is approved, and that United California Bank is allowed, and the  
27 Trustees are authorized to pay, the additional sum of \$21,550.50 on  
28 account of ordinary services, to be charged to income of the oil

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TELEPHONE 278-9100  
878 0222

1 royalty account;

2 8. That the sum of \$1,736.00 is hereby allowed to United  
3 California Bank for extraordinary services rendered, and the  
4 Trustees are authorized to pay said sum, to be charged to income  
5 of the oil royalty account;

6 9. That the sum of ~~\$22,596.00~~<sup>21,550.50</sup> is hereby allowed to Katz,  
7 Granof & Palarz, a Professional Corporation, for legal services  
8 rendered to the trust, and the Trustees are authorized and  
9 directed to pay said sum and to charge the same to income of the  
10 oil royalty account;

11 10. That the Trustees are authorized to retain a reserve  
12 for closing expenses in the sum of \$75,000.00, such reserve to  
13 the extent not yet available to be taken from income of the oil  
14 royalty account received after February 29, 1980;

15 11. That the Trustees shall retain, subject to further  
16 order of this Court, and not presently distribute, the fee simple  
17 title and surface rights (excepting therefrom the oil, gas and  
18 mineral interests therein which are subject to, and distributed  
19 under, Paragraph 12 following) in the following real property:

20 (a) An undivided 24/100ths interest in a parcel of  
21 approximately 37.55 acres in the County of Kern, State of Calif-  
22 ornia, described as the North 1/2 of the South 1/2 of the South-  
23 west 1/4 of Section 14, T30S, R29E, M.D.B.M.;

24 (b) An undivided 1/3 interest in Lots 1 and 2 of  
25 the Sunrise and Oceanview Tract, in the City of Long Beach, County  
26 of Los Angeles, State of California, per map recorded in Book 11,  
27 Page 82 of Maps, Records of Los Angeles County, California;

28 (c) The interest of the trust estate, if any, in

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TELEPHONE 276-9100  
878 0322

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 BEVERLY HILLS, CALIFORNIA 90212  
 TELEPHONE 278-9100  
 978-0222

1 two 40-acre parcels, located in Concordia Parish, State of  
 2 Louisiana, described as the Northeast 1/4 of the Northeast 1/4  
 3 of Section 41, T6N, R9E, and the Southeast 1/4 of the Northeast  
 4 1/4 of Section 22, T4N, R6E;

5 (d) Any other fee simple title and surface  
 6 rights in real property (excepting therefrom oil, gas and mineral  
 7 interests therein) not now known or hereafter discovered;

8 12. That all of the remaining assets and properties of  
 9 the trust estate, wheresoever located, be distributed to Simeon  
 10 Edward Hayner and to the Jewish Community Foundation of the  
 11 Jewish Federation Council of Greater Los Angeles, each as to a  
 12 one-half interest; provided, however, that the royalty interests  
 13 of varying fractions in eleven parcels of property in the County  
 14 of Brazoria, State of Texas, commonly known as the Bunte Minerals  
 15 Royalty Interest, is distributed subject to the interest, if any,  
 16 of the Trustees under the Will of George F. Bauerdrof, deceased;

17 13. That any other assets of Joseph Feldman and of the  
 18 trust estate created under the Will of Joseph Feldman, whether  
 19 now known or unknown, or hereafter discovered, be distributed as  
 20 follows:

21 (a) To Simeon Edward Hayner and the Jewish Community  
 22 Foundation of the Jewish Federation Council of Greater Los  
 23 Angeles, each as to a one-half interest, all oil, gas and mineral  
 24 interests and any income derived therefrom, and

25 (b) To Margaret Anderson Hayner, as to 20%, and to  
 26 La Salle National Bank, Trustee of the Helen H. Feldman Trust U/I  
 27 December 6, 1968 for the benefit of Simeon Edward Hayner and  
 28 Helen Hayner Meminger Kuhl, as to 80%, all other assets, excluding

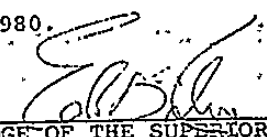
1 oil, gas and mineral interests and the income derived from such  
2 oil, gas and mineral interests, and excluding any real property de-  
3 scribed in subparagraph (d) of Paragraph 11;

4 14. That the Trustee are authorized and directed to  
5 execute any and all documents and instruments and undertake such  
6 proceedings as may be reasonably required to transfer title and  
7 vest all interests in the assets and properties distributed  
8 hereunder in Simeon Edward Hayner and the Jewish Community  
9 Foundation of the Jewish Federation Council of Greater Los  
10 Angeles, each as to a one-half interest;

11 15. That, with the written consent of United California  
12 Bank first had and obtained, Steven C. Good, as Trustee, acting  
13 alone, is hereby authorized and directed to execute all deeds, con-  
14 veyances and other documents affecting real property or interests  
15 in real property located in any state other than California.

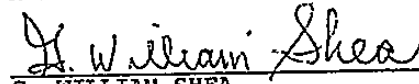
16 16. Until distribution of all of the assets of this trust  
17 estate has been completed and title vested in the distributees  
18 thereof, the Co-Trustees are authorized to submit periodic account-  
19 ings of their activities and request fees for the ordinary and  
20 extraordinary services rendered to complete distribution.

21 DATED: AUG 5 1980, 1980.

22   
23 JUDGE OF THE SUPERIOR COURT

24 APPROVED AS TO FORM:

Earl F. Riley.

25   
26 G. WILLIAM SHEA  
27 Attorney for Margaret Hayner,  
28 Simeon Edward Hayner and Helen  
Hayner Neminger Kuhl.

LAW OFFICES  
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9100 WILSHIRE BOULEVARD, SUITE 250  
BEVERLY HILLS, CALIFORNIA 90212  
TELEPHONE 278-8100  
875-0322



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8100 WILSHIRE BOULEVARD, SUITE 280  
BEVERLY HILLS, CALIFORNIA 90212  
TELEPHONE 872-0222

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APPROVED AS TO FORM.  
IRELL & MANELLA  
By Arnold D. Kahn  
ARNOLD D. KAHN,  
Attorney for the Jewish Community  
Foundation of the Jewish Federation  
Council of Greater Los Angeles

BOOK 174 PAGE 324

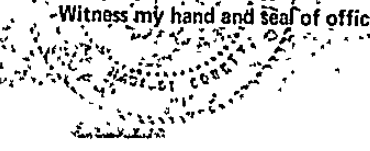


THE DOCUMENT TO WHICH THIS CERTIFICATE IS AT-  
TACHED IS A FULL TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE AT THE CLERK'S OFFICE,  
SAME HAVING BEEN FILED AUG 5 1980  
ATTEST NOV 14 1980  
JOHN J. CONCORAN, Clerk of the Superior  
Court of the State of California in and  
for the County of Los Angeles  
By Don J. Brown DEPUTY

6

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 7 day of February, 1981, at 9:40 o'clock A.M., and  
was duly recorded on the 174 day of MAR 4, 1981, Book No. 174 on Page 319. In  
my office.



Witness my hand and seal of office, this the 4 of MAR 4, 1981, 1981.

BILLY V. COOPER, Clerk

By D. W. Wright, D. C.

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, LAWRENCE ALLEN and ODESSA ALLEN, do hereby convey and forever warrant, subject to the limitations and exceptions hereinafter contained, unto WYTCH STUBBERFIELD and FRANKIE LOUISE STUBBERFIELD, as joint tenants with full right of survivorship, and not as tenants in common, the following described real property lying and being situated in the City of Ridgeland, Madison County, Mississippi, to wit:

Commencing at the Southeast corner of the NE 1/4 of the SE 1/4 of Section 18, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi, run East for 304.0 feet, thence North for 132.0 feet to a point in the center of a Public Road, said point hereinafter referred to as the point of beginning; thence North for 227.0 feet; thence East for 191.9 feet; thence South for 277.0 feet to the center of a 30-foot wide Public Road easement; thence West along said center line for 191.9 feet to the point of beginning.

LESS AND EXCEPT: A 15-foot wide easement off of the South end for a Public Road.

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

1. City of Ridgeland, County of Madison and State of Mississippi ad valorem taxes for the year 1981, and subsequent years.
2. The exception of any interest in oil, gas and other minerals reserved or conveyed by the Grantors' predecessors in title.
3. An easement over and across the northeast corner for natural gas transmission lines as shown on the plat of survey prepared by Williams Dempsey Sturdivant, dated February 23, 1981, a copy of which has been furnished to the Grantees.

4. The City of Ridgeland Zoning and Subdivision Ordinances.

WITNESS OUR SIGNATURES on this the 27<sup>th</sup> day February, 1981.

BOOK 174 PAGE 326

Lawrence Allen  
LAWRENCE ALLEN

Odessa Allen  
ODESSA ALLEN

GRANTORS

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, LAWRENCE ALLEN and ODESSA ALLEN who acknowledged to me that they did each sign and deliver the above and foregoing instrument on the date and for the purpose therein set forth.

GIVEN UNDER MY HAND and official seal of office on this the 27 day of February, 1981.

Donna C. Chambers  
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:

My Commission Expires Oct. 22, 1983



GRANTORS: P. O. Box 276  
Tougaloo, Mississippi 39174

GRANTEES: 5553 Drexel  
Detroit, Michigan 48213

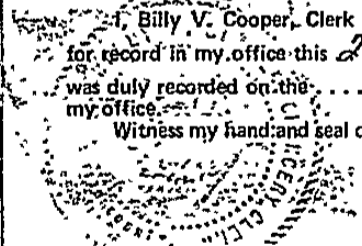
STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 27 day of February 1981, at 2:40 o'clock P. M., and was duly recorded on the MAR 4 1981 day of MAR 4 1981, 19 1981, Book No. 174 on Page 326 in my office.

Witness my hand and seal of office, this the MAR 4 1981 of MAR 4 1981, 19 1981.

BILLY V. COOPER, Clerk

By D. Wright, D. C.



M.

BOOK 174 PAGE 327

WARRANTY DEED

1075

*Handwritten note or signature*

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Woody Bryan Wilson, Jr. and wife, Linda Chaffin Wilson, do hereby sell, convey and warrant unto Carroll D. Blackledge and wife, Sharon C. Blackledge, as joint tenants with full rights of survivorship and not as tenants in common, the following land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 32, SQUIRREL HILL SUBDIVISION, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Canton, Mississippi as recorded in Plat Cabinet "B" at Slot 40, reference to which is hereby made.

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 Grantors agree to pay to said Grantees or their assigns any deficit on an actual proration.

THIS CONVEYANCE is subject to any and all recorded building restrictions, rights of way, easements or mineral reservations applicable to the above described property.

WITNESS the respective hand and signature of the undersigned Grantors hereto affixed on this the 20th day of February, 1981.

*Woody Bryan Wilson*  
Woody Bryan Wilson, Jr.

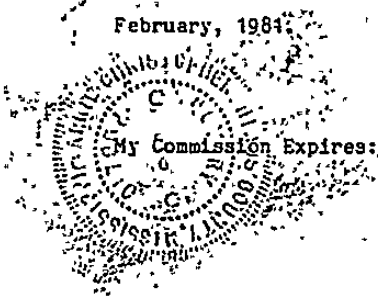
*Linda Chaffin Wilson*  
Linda Chaffin Wilson

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Woody Bryan Wilson, Jr. and wife, Linda Chaffin Wilson, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 20th day of February, 1984

*April Christopher*  
NOTARY PUBLIC



My Commission Expires: 1-15-84

Grantor's Address:

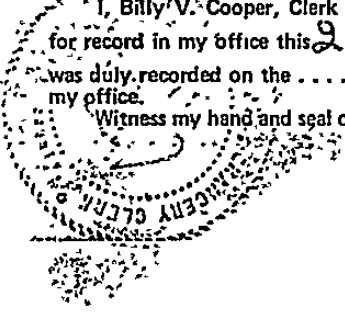
605 Camelia Trail  
Brandon, MS 39042

Grantee's Address:

102 Harvest Drive  
Ridgeland, MS 39157

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 27 day of February, 1981, at 7:00 o'clock P.m., and was duly recorded on the MAR 4 day of 1981, 1981, Book No. 174 on Page 327 in my office.



Witness my hand and seal of office, this the MAR 4 day of 1981, 1981.

BILLY V. COOPER, Clerk

By M. Wright, D. C.

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, Samuel R. Pierce, Jr., Secretary of Housing and Urban Development, of Washington, D. C., hereby sells, conveys and warrants specially unto Edward Earl Winters and Donna Marie Winters, as joint tenants with express right of survivorship and not as tenants in common,

INDEXED

the following described real property situated in Madison, State of Mississippi, to-wit:

Lot 55, Presidential Heights, Part 2, 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 in Plat Book 5 at Page 41, reference to which is hereby made in aid of and as a part of this description.

SAID CONVEYANCE is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record and subject to any state of facts which an accurate survey would show.

TOGETHER WITH all and singular the rights, easements, hereditaments and appurtenances thereunto belonging.

BEING the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

THE ABOVE DESCRIBED property is conveyed SUBJECT to protective covenants, restrictive covenants, easements, conditions and limitations, if any, now of record affecting the use or enjoyment of said property, and to the liens of all taxes, special assessments and levies of every kind and nature, if any, for the year 1981, and subsequent years, the payment of which said taxes, special assessments and levies is assumed by the Grantee herein.

IN WITNESS WHEREOF the undersigned on this 5th day of February, 1981, has set his hand and seal as Area Office Chief, Loan Management and Property Disposition Branch HUD Area Office, Jackson, Mississippi, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

WITNESSES:

Nancy J. Williams  
Dorman B. Jones

Samuel R. Pierce, Jr.  
SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
BY: Thomas C. Smith, Jr.  
Thomas C. Smith, Jr., Chief  
Area Office Loan Mgt. & Prop. Disp. Branch  
HUD Area Office, Jackson, Mississippi

STATE OF MISSISSIPPI )  
COUNTY OF HINDS ) ss

FHA FORM NO. 1835 REV. 1/74

PERSONALLY appeared before me, Maudene W. Brown, the undersigned Notary Public in and for said County, the within named Thomas C. Smith, Jr. who is personally well known to me and known to me to be the person who executed the foregoing instrument bearing date February 5, 1981, by virtue of the authority vested in him by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as Area Office Chief, Loan Management and Property Disposition Branch of Samuel R. Pierce, Jr. Secretary of Housing and Urban Development, for and on behalf of

GIVEN UNDER MY HAND AND SEAL this 5th day of February, 1981

Maudene W. Brown  
NOTARY PUBLIC

MY COMMISSION EXPIRES  
October 3, 1982

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 3rd day of March, 1981, at 9:00 o'clock A.M., and was duly recorded on the 5th day of March, 1981, Book No. 174 on Page 329 in my office.  
Witness my hand and seal of office, this the 5th day of March, 1981.

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

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, Samuel R. Pierce, Jr., Secretary of Housing and Urban Development, of Washington, D. C., hereby sells, conveys and warrants specially unto Sylvester Brown and Ledora Brown, as joint tenants with express right of survivorship and not as tenants in common,

INDEXED

the following described real property situated in Madison, State of Mississippi, to-wit:

A lot or parcel of land fronting 58.5' on the east side of Main Street, lying and being situated in the West 1/2 of Section 17, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows: Commencing at the Northwest corner of Lot 56, Presidential Heights, Part 2, as recorded in Plat Book 5, Page 41, in the records of the Chancery Clerk of said county, and run North along the east line of Main Street for 58.5' to the Southwest corner and Point of Beginning of the property herein described; thence North along the east line of Main Street for 58.5' to a point; thence East for 95' to a point; thence South for 58.5' to a point, thence West for 95' to the point of beginning. This property located in Madison County, Mississippi.

SAID CONVEYANCE is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record and subject to any state of facts which an accurate survey would show.

TOGETHER WITH all and singular the rights, easements, hereditaments and appurtenances thereunto belonging.

BEING the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

THE ABOVE DESCRIBED property is conveyed SUBJECT to protective covenants, restrictive covenants, easements, conditions and limitations, if any, now of record affecting the use or enjoyment of said property, and to the liens of all taxes, special assessments and levies of every kind and nature, if any, for the year 1981, and subsequent years, the payment of which said taxes, special assessments and levies is assumed by the Grantee herein.

IN WITNESS WHEREOF the undersigned on this 5th day of February, 1981, has set his hand and seal as Area Office Chief, Loan Management and Property Disposition Branch, HUD Area Office, Jackson, Mississippi, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

WITNESSES:

Nancy J. Williams
Dianne B. Jones

Samuel R. Pierce, Jr.
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

BY: Thomas C. Smith, Jr.
Area Office Loan Mgt. & Prop. Disp. Branch
HUD Area Office, Jackson, Mississippi

STATE OF MISSISSIPPI

COUNTY OF HINDS

ss

PERSONALLY appeared before me, Maudene W. Brown, the undersigned Notary Public in and for said County, the within named Thomas C. Smith, Jr. who is personally well known to me and known to me to be the person who executed the foregoing instrument bearing date February 5, 1981, by virtue of the authority vested in him by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as Area Office Chief, Loan Management and Property Disposition Branch and on behalf of Samuel R. Pierce, Jr. Secretary of Housing and Urban Development.

GIVEN UNDER MY HAND AND SEAL this 5th day of February, 1981

NOTARY PUBLIC

MY COMMISSION EXPIRES:
October 2, 1983

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office on the 5th day of March, 1981, at 9:00 o'clock A.M., and was duly recorded on the 5th day of March, 1981, in Book No. 174 on Page 330. in my office.

Witness my hand and seal of office, this the 5th day of March, 1981.

BILLY V. COOPER, Clerk

By: D. W. Smith, D.C.

FHA FORM NO. 1835 REV. 1/75

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, THOMAS M. HARKINS BUILDER, INC., a Mississippi corporation, 6018 Hanging Moss Road, Jackson, Mississippi 39213, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto JOHN E. STROWD, JR. and wife, BARBIE K. STROWD, Route 8, 103 Willow Drive, Jackson, Mississippi 39213, 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 Twelve (12), BEAVER CREEK, PART ONE (1), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slot 41 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 1981 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

19 day of February, 1981.

THOMAS M. HARKINS BUILDER, INC.

BY: Thomas M. Harkins  
THOMAS M. HARKINS, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

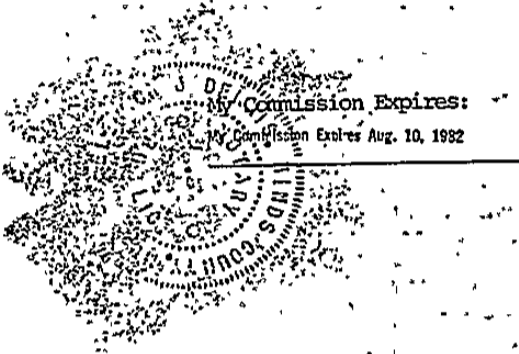
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas M. Harkins, who acknowledged to me that he is the President of Thomas M. Harkins



Builder, Inc., a Mississippi corporation, and that he, as such President, for and on behalf of said corporation, 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 19 day of February, 1981.

Elemer D. Davis Upton  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of March, 1981, at 9:00 o'clock A.M., and was duly recorded on the MAR 4 day of 1981, 19....., Book No. 174 on Page 332 in my office. Witness my hand and seal of office, this the MAR 4 day of 1981, 19.....



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

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 JAMES HARKINS BUILDER, INC., a Mississippi corporation,

INDEXED

the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot 11, 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 27th day of February, 1980.

HARKINS & HARKINS BUILDERS, INC.

BY: Gary J. Harkins  
Gary J. Harkins, Vice President

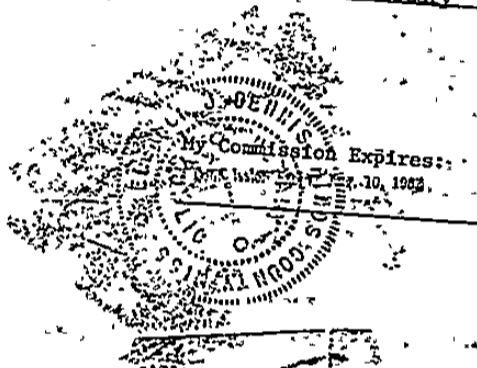
STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 174 PAGE 331

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 27th day of February, 1981.

*Eleanor A. Dennis Upton*  
NOTARY PUBLIC



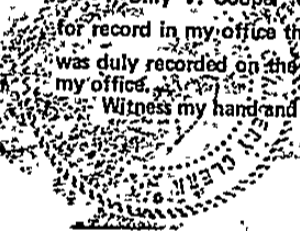
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of March, 1981, at 9:00 o'clock A.M., and was duly recorded on the day of MAR 4 1981, 19, Book No. 174 on Page 333 in my office.

Witness my hand and seal of office, this the MAR 4 1981, 19.

BILLY V. COOPER, Clerk

By *D. Wright*, D. C.



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 JOSEPH FRANCIS FINNEGAN, JR. and wife, DONNA JEAN EDWARDS, 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 Eleven (11), 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 1981 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 27 day of February, 1981.

JAMES HARKINS BUILDER, INC.

BY:   
Jimmy Harkins, President

STATE OF MISSISSIPPI

COUNTY OF HINDS

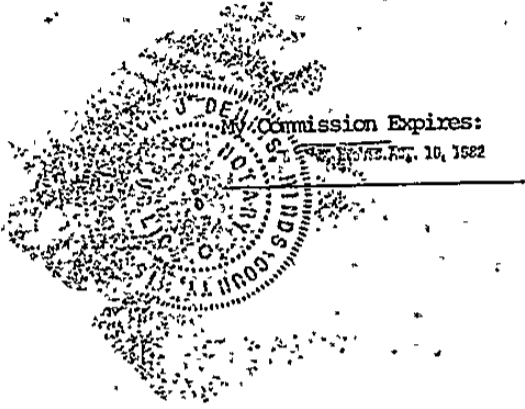
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Jimmy Harkins, who acknowledged to me that he is the President of James Harkins Builder, Inc.,

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 27 day of February, 1981.

BOOK 174 PAGE 335

Eleanor J. Dennis Upton  
NOTARY PUBLIC



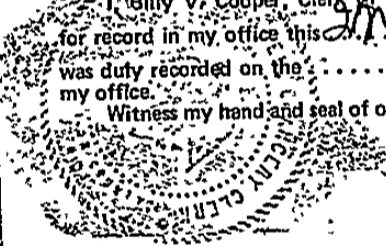
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 27th day of March, 1981, at 9:00 o'clock A.M., and was duly recorded on the 27th day of MAR. 4, 1981, Book No. 174 on Page 335 in my office.

Witness my hand and seal of office, this the 27th day of MAR 4, 1981.

BILLY V. COOPER, Clerk

By D. Wright, D. C.



IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and the assumption by the grantees of the payment of the unpaid balance, both principal and interest, of that certain indebtedness to Douglas Raspberry as trustee, to secure Canton Exchange Bank in the principal sum of \$11,688.60 which indebtedness is described in and secured by deed of trust dated November 25, 1980, filed for record November 26, 1980, in Book 478 at page 137 in the office of the Chancery Clerk of Madison County, Mississippi, upon and covering the hereinafter described real property, such payments to be made in accordance with the terms, conditions and obligations of said deed of trust, the receipt and sufficiency of which is hereby acknowledged, I, TOMMY KEITH do hereby convey and quit claim unto C. J. NICHOLSON and ABBIE P. NICHOLSON, husband and wife, 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:

INDEXED

A lot or parcel of land fronting 55 feet on the south side of Garfield Street and being all of Lot 8, Block "D" of Oak Hills Subdivision Part 1, Canton, Madison County, Mississippi, according to the map or plat thereof of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in and as a part of this description. LESS AND EXCEPT five (5) feet evenly off the south end thereof.

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

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year of 1981.
2. Reservation by Denkman Lumber Company of all interest in oil, gas and other minerals in, on and under the described property as set forth in deed dated December 31, 1945, and recorded in Book 42 at page 49 in the records of the aforementioned Clerk.
3. City of Canton Zoning Ordinance of 1958, as amended.

The above described property is no part of grantor's homestead. WITNESS MY SIGNATURE on this 21 day of February, 1981.

Tommy Keith  
TOMMY KEITH  
Jerry Rich

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

WITNESS MY SIGNATURE on this 21 day of February, 1981.

Robert C. Nicholson  
NOTARY PUBLIC

MY COMMISSION EXPIRES: FEB 15 1982

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of March, 1981, at 10:10 clock A. M., and was duly recorded on the MAR 4 day of 1981, 1981, Book No. 174 on Page 337 in my office. Witness my hand and seal of office, this the MAR 4 day of 1981, 1981.

BILLY V. COOPER, Clerk

By [Signature] D. C.

M

WARRANTY DEED

1116

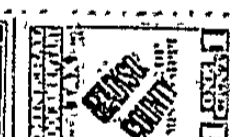
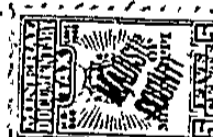
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigneds, MAXINE SPECTOR BAER of 36 Pointer Lane, St. Louis, Missouri 63124 and LESLIE STERLING of 54 Briarcliff, St. Louis, Missouri 63124, do hereby sell, convey and warrant unto NEAL CLEMENT, DOUGLAS L. COOPER, SEAY PROPERTIES (a General Partnership), HOWARD E. STOVER and ALTO, INC., as tenants in common, each devisee receiving an undivided 20% interest, whose addresses are Jackson, Mississippi, the following described land and property situated in Madison County, Mississippi, to-wit:

The N/2 NW/4 of Section 6, Township 7 North, Range 1 East; also all of the NW/4 which lies south of the public road leading from Madison, Mississippi to Pocahontas, Mississippi, containing 38 acres, more or less, in Section 31, Township 8 North, Range 1 East; and all that part of the SW/4 NE/4 that lies south of said Madison and Pocahontas road, in said Section 31, Township 8 North, Range 1 East, being about 25 acres more or less; and all of the NW/4 SE/4 of said Section 31, and all of the SW/4 of said Section 31, Township 8 North, Range 1 East, excepting however, from the said SW/4 Section 31, Township 8 North, Range 1 East, 20 acres known as the Robinson Springs property and lying near the center of said SW/4 of said Section 31, the 20 acres excepted being particularly described as follows: "Beginning at the center of said SW/4 of said Section 31, and running thence north 165 feet, thence west 943.5 feet, thence south 943.5 feet, thence east 943.5 feet, thence north 778.5 feet to the point of beginning."

Together with all improvements thereon or attached thereto.

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 Grantors agree to pay to said Grantees any deficit on an actual proration.

There is expressly conveyed by this Warranty Deed from the Grantors to the Grantees an undivided one-half (1/2) interest in the oil, gas and other minerals in, on and under said lands. The remaining one-half (1/2) interest of said oil, gas and other minerals in, on and under said lands are retained and owned by the Grantors herein and by Mrs. Ruth Soffer (formerly Ruth Sterling), and



said remaining one-half (1/2) interest is expressly not conveyed hereby.

The above described property is no part of our homestead and constitutes 322.5 acres, as per survey of Smith and Saunders, Inc. dated February, 1981.

This conveyance is subject to all restrictions, easements and conditions of record.

*Maxine Spector Baer*  
MAXINE SPECTOR BAER

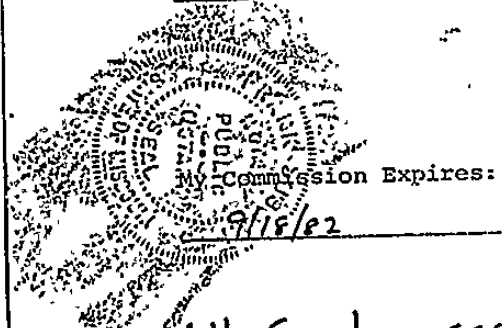
*Leslie Sterling*  
LESLIE STERLING

STATE OF MISSOURI )  
                          ) ss.  
COUNTY OF ST. LOUIS )

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, MAXINE SPECTOR BAER and LESLIE STERLING, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 1st day of March, 1981.

*[Signature]*  
Notary Public



All Grantees care of:  
Mr. James B. Grenfell  
Attorney at law  
Suite 200  
518 East Capitol  
Jackson, MS 39201

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 2nd day of March, 1981, at 1:09 o'clock P.M., and was duly recorded on the 2nd day of MAR 4, 1981, Book No. 174 on Page 339 in my office.  
Witness my hand and seal of office, this 2nd day of MAR 4, 1981.

BILLY V. COOPER, Clerk  
By *[Signature]*



ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid by me and the assumption by the Grantee of my share of the payment of the unpaid balances, both of principal and interest of those certain indebtednesses as follows (a) indebtedness to Eleanor C. Hale Freiler in the original sum of \$40,000.00 secured by a Deed of Trust dated January 11, 1978, and recorded in Book 438 at page 441, (b) indebtedness to Canton Exchange Bank in the original sum of \$7,500.00 secured by a Deed of Trust dated October 15, 1979 and recorded in Book 463 at page 676, (c) indebtedness to Hermit A. Jones in the original sum of \$7,500.00 secured by a Deed of Trust dated October, 1979, and recorded in Book 463 at page 679, (d) indebtedness to Citizens Bank & Trust Company, Canton Branch, in the original sum of \$12,000.00 secured by a Deed of Trust dated January 8, 1980, and recorded in Book 466 at page 580 all in the records of the Chancery Clerk of Madison County, Mississippi, upon and covering the hereinafter described property such payment to be made in accordance with the terms, conditions and obligations of said Deeds of Trust, the receipt and sufficiency of which is hereby acknowledged, I, WILLIAM J. MOSBY, III, Grantor do hereby convey and forever warrant unto HUGH K. WILSON, Grantee, my entire undivided one-third interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

TRACT I

✓ A lot in the City of Canton, Madison County, Mississippi, described as:

Beginning at a point on the East line of Railroad Street in said City, which point is 125 feet South of the North-east Corner of the Gulf Refining Company's main plant lot, and run thence due south along said street 280 feet to the intersection of said line with the Illinois Central Railroad's west boundary line, thence Northeasterly along the right of way of said Illinois Central Railroad 280 feet to a stake, thence due west 38 feet to the point of

beginning, being the same property conveyed to J. W. Hale by deed of January 8, 1940, recorded in Book 14, page 26.

TRACT II

A lot or parcel of land situated in said City of Canton, Mississippi, described as: Beginning at the Southwest corner of Lot 22 on the West side of South Union Street, which lot is marked on George and Dunlap's present map of the City of Canton as Charles Henderson's property, and which property formerly belonged to Ione Smith Parsons, run thence North along the West margin of said Ione Smith Parson's property 75 feet, thence West 98 feet, more or less, to the West margin of the former residence lot of W. M. Henry and F. E. Allen, thence South along the West margin of the said W. M. Henry and F. E. Allen lot 75 feet to the North margin of Otto Street, thence East along the North margin of Otto Street 98 feet, more or less, to the point of beginning, said lot being also designated on George and Dunlap's map of the City of Canton as Lot No. 4 on the North side of Otto Street, less and excepting from the above described property a ten (10) foot strip of land on the West end thereof, said 10 foot strip of land being reserved by Lizzie Otto and Johnnie Otto in their warranty deed to the said F. E. Allen dated February 28, 1930, LESS, ALSO, that lot 75 x 25 feet conveyed to Jake Wiley and Josephine Wiley by deed of September 22, 1947, recorded in Book 37, Page 474, of the Land Records of Madison County, Mississippi; being that property remaining unsold out of property conveyed to J. W. Hale by F. E. Allen June 12, 1944, recorded in Book 28; Page 300.

TRACT III

A lot in the City of Canton, Mississippi, being a part of lot 15 of Couch and Yeargins Addition according to a map or plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, more particularly described as from the Northeast corner of said Lot 15, go West along the North line of said lot a distance of 80 feet which is the point of beginning of the lot being described; from said point of beginning go 80 feet along the North line of lot 15, thence south 75 feet, thence east along the south line of said lot 15, thence north 75 feet to the point of beginning.

TRACT IV

The following described property situated in the W1/2 SW1/4 of Section 17, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as:

Beginning at a point that is 162.5 feet east of and 66.8 feet north of the intersection of the south line of Matthews Avenue with the east line of Industrial Park Subdivision, and run north 100 feet to a point; thence east 192.5 feet to a point; thence south 100 feet to a point; thence west for 192.5 feet to the point of beginning; and being the property acquired by A & J. ENTERPRISES, INC., in the deed appearing of record in Book 127 at page 219 of records in the office of the Chancery Clerk of Madison County, Mississippi.

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

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1981, which are liens but are not yet due and payable.
- 2. All applicable Zoning Ordinances.
- 3. Prior conveyances and/or reservations of oil, gas and other minerals.

WITNESS MY SIGNATURE on this the 26 day of February 1981.

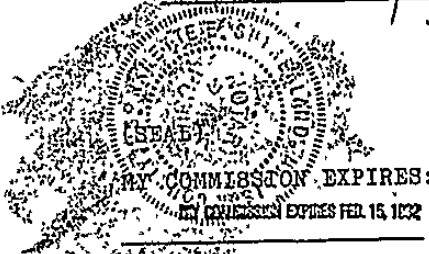
William J. Mosby, III  
WILLIAM J. MOSBY, III

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 26 day of February, 1981.

Margaret G. Ditcher  
Notary Public



Grantor:  
William J. Mosby, III  
261 E. Center Street  
Canton, Mississippi

Grantees:  
Hugh K. Wilson  
333 Glenrose Drive  
Jackson, Mississippi

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of March, 1981, at 1:25 o'clock P.M., and was duly recorded on the 7 day of MAR 4, 1981, Book No. 174 on Page 340.  
Witness my hand and seal of office, this the MAR 4 day of 1981.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

M

1927

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, JAMES A. SADLER, JR., Box 163, Flora, MS does

1127

hereby sell, convey and warrant unto NORTON G. MCKEIGNEY and JUDY N. MCKEIGNEY, as joint tenants with full rights of survivorship, and not as tenants in common, the following described land and property situated in \_\_\_\_\_

1127

Madison County, Mississippi, to-wit:

A tract of land situated in the SW $\frac{1}{4}$ , Section 5, Township 9 North, Range 5 East, Madison County, Mississippi, and more particularly described as:

Commence at an iron pin marking the NE corner of the Madison County, Mississippi tract of land as recorded in Deed Book 141 at page 390 in the office of the Chancery Clerk of Madison County, Mississippi and run thence S 32 degrees 25 minutes W 357.3 feet to an iron pipe; thence N 56 degrees 35 minutes W 430.9 feet to an iron pin, the point of beginning; thence S 15 degrees 34 minutes E 1028.5 feet to an iron pin; thence S 17 degrees 26 minutes E 316.1 feet to an iron pin set on a fence line on the North margin of a gravelled county road; thence S 36 degrees 46 minutes W 200.0 feet along said fence line on the North margin of said county road to a fence corner; thence N 29 degrees 06 minutes W 220.9 feet along a fence line to a point; thence N 24 degrees 47 minutes W 109.1 feet along said fence line to a point; thence N 27 degrees 16 minutes W 85.5 feet along said fence line to a point; thence N 00 degrees 17 minutes W 50.9 feet along said fence line to a fence corner; thence S 77 degrees 21 minutes W 147.3 feet along a fence line to a fence corner; thence N 00 degrees 16 minutes E 252.0 feet along a fence line to a point; thence N 00 degrees 39 minutes E 200.0 feet along said fence line to a point; thence N 03 degrees 07 minutes E 200.0 feet along said fence line to a point; thence N 01 degree 46 minutes E 200.2 feet along said fence line to a point; thence N 02 degrees 27 minutes E 248.5 feet along said fence line to an iron pin; thence S 56 degrees 35 minutes E 65.0 feet to the point of beginning, containing 7.0 acres, more or less.

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.

SUBJECT PROPERTY NOT PART OF GRANTORS HOMESTEAD.  
WITNESS our signatures this the 27th day of February, 1981.

James A. Sadler, Jr.  
JAMES A. SADLER, JR.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JAMES A. SADLER, JR., who acknowledged to me that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and seal, this the 27th day of February, 1981.

Dore Williams  
NOTARY PUBLIC

MY COMMISSION EXPIRES: Sept. 12, 1983



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 9 day of March, 1981, at 2:15 clock P.M., and was duly recorded in the 174 day of March, 1981, Book No. 174 on Page 343 in my office.  
Witness my hand and seal of office, this the MAR 4 day of 1981, 1981.

BILLY V. COOPER, Clerk

By M. Wright, D. C.

RECORDING REQUESTED BY \_\_\_\_\_  
 AND WHEN RECORDED MAIL TO \_\_\_\_\_

NAME \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_  
 CITY & STATE \_\_\_\_\_

BOOK 174 PAGE 345 1130

INDEXED

SPACE ABOVE THIS LINE FOR RECORDER'S USE \_\_\_\_\_

**POWER OF ATTORNEY**

**SPECIAL**

KNOW ALL MEN BY THESE PRESENTS: That Paul Robert Maranian.....  
 ....., the undersigned  
 (jointly and severally if more than one), hereby makes, constitutes and appoints Zareh Maranian.....  
 his true and lawful attorney for him and in his name, place and stead and for his use and benefit:

(a) To sell the  
Condomenium located at  
Unit 76 of the Breakers Lane  
Madison County, Mississippi

GIVING AND GRANTING unto his said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary, or appropriate to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present, hereby ratifying all that his said attorney shall lawfully do or cause to be done by virtue of these presents.

Wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

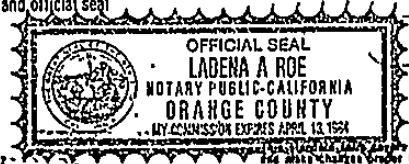
WITNESS his hand this 25<sup>th</sup> day of February....., 1981  
Paul Maranian

STATE OF CALIFORNIA }  
 County of Orange } ss

On February 25, 1981 before me, the undersigned, a Notary Public in and for said State personally appeared Paul Maranian

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal



Labena A. Roe  
 Notary Public in and for said State.

STATE OF MISSISSIPPI, County of Madison

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of March, 1981, at 2:25 o'clock P.M., and was duly recorded on the 4 day of MAR, 1981, Book No. 174 on Page 345 in my office.

Witness my hand and seal of office, this the 4 day of MAR, 1981.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

M

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATIONS 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-rate share of the outstanding balance of the rental payments due and owing by the Grantor herein, under that certain Lease Agreement dated September 28, 1978 and filed for record in Book 448 at Page 203 in the office of the Chancery Clerk of Madison County, Mississippi, said Lease Agreement having been subsequently supplemented and amended by instruments filed for record in book 456 at Page 100, Book 462 at Page 362 and Book 462 at Page 620, the undersigned Zareh Maranian and Paul Maranian, Grantors do hereby sell, convey and warrant unto Syble Inez Dickey, Grantee, leasehold interest in the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

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

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

The hereinbefore described property constitutes no part of the Homestead of Grantors.

This leasehold conveyance is made subject to the following:

1. All the terms and conditions of the above described Lease Agreement.
2. All protective covenants, easements and rights-of-way of

record and zoning ordinances affecting the above described property.

3. The liens of the 1981 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 2<sup>nd</sup> day of February, 1981.

Zareh Maranian  
ZAREH MARANIAN

PAUL MARANIAN

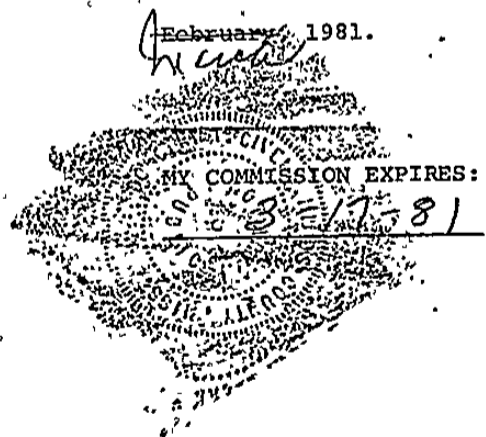
BY: Zareh Maranian  
HIS ATTORNEY IN FACT as per instrument recorded in Book 174 at Page 345

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY CAME AND APPEARED BEFOR ME, the undersigned authority in and for said county and state, the within named ZAREH MARANIAN, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2<sup>nd</sup> day of February, 1981.

Dorothy J. Green  
NOTARY PUBLIC



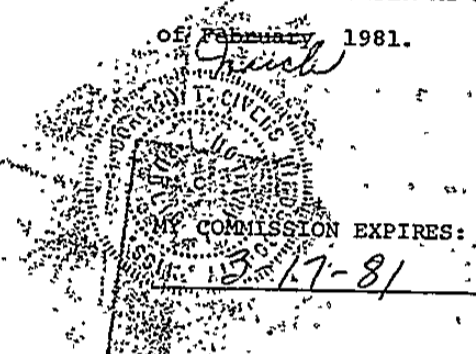


STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for said county and state, the within named ZAREH MARANIAN, ATTORNEY IN FACT FOR PAUL MARANIAN as per instrument recorded in Book 174 at Page 345, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2<sup>nd</sup> day of February 1981.



Dorothy J. Green  
NOTARY PUBLIC

GRANTORS:

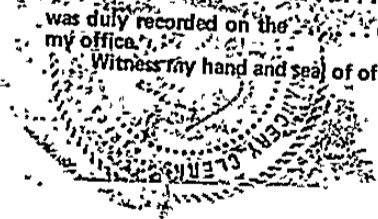
Zareh Maranian and  
Paul Maranian  
557 Pine Needle Court West  
Jackson, Ms 39211

GRANTEES:

Syble Inez Dickey  
Route 3  
Water Valley, Ms 38965

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of March, 1981, at 2:25 o'clock P. M., and was duly recorded on the MAR 4 day of 1981, Book No. 174 on Page 346. In my office, Witness my hand and seal of office, this the MAR 4 day of 1981.



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

TRUSTEE'S DEED

WHEREAS, Wayne C. Hallam, did, by instrument dated March 25, 1977, execute and deliver unto the undersigned C. R. Montgomery, Trustee, a deed of trust covering the hereinafter described property securing an indebtedness to the beneficiary named therein, Eleanor C. Halé Freiler, which said deed of trust is recorded in Book 429 at page 446 in the records of the office of the Chancery Clerk of Madison County, Mississippi, to-wit:

WHEREAS, default was made in the payments and covenants contained in the said deed of trust and the holder of the indebtedness of said deed of trust did request the undersigned Trustee to execute the trust; and,

WHEREAS, I, C. R. Montgomery, the undersigned, as Trustee, did execute the trust therein contained by posting a notice of the Trustee's Sale at the Courthouse in Canton, Madison County, Mississippi, and caused publication of said notice to be made in the Madison County Herald, a newspaper within the meaning of the statute, published in the City of Canton, Mississippi, and having a general circulation in Madison County, Mississippi, in the issues of December 18, 1980, December 25, 1980, January 1, 1981, and January 8, 1981, which said notice called for the sale by the undersigned as Trustee on the 12th day of January, 1981, within legal hours at the South door of the Courthouse of Madison County at Canton, Mississippi, to the highest and best bidder for cash the property described in the said deed of trust; and,

WHEREAS, the date and hour set forth in the notice did arrive and on January 12, 1981, within legal hours at the South door of the Madison County Courthouse at Canton, Mississippi, I, the undersigned C. R. Montgomery, Trustee, did offer for sale to the highest and best bidder for cash the following described property and the within named purchaser having bid the sum of Six Thousand Four Hundred Eighty-two and 45/100 Dollars (\$6,482.45) was the highest and best bidder for cash for the

purchase of the property described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Six Thousand Four Hundred Eighty-two and 45/100 Dollars (\$6,482.45), cash in hand paid to me, I, C. R. Montgomery, Trustee, do hereby sell and convey unto Eleanor C. Hale, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot Thirteen (13) of Block "B" of Nolan's Second Subdivision of the City of Canton, according to plat on file in the Chancery Clerk's office in Plat Book No. 2, Page 16, said lot facing 50 feet on South West Street, and running back between parallel lines 90 feet, and being the same property to us conveyed by J. W. Hale, Sr. by deed duly recorded in Record Book No. 29, Page 181, now on file in the Chancery Clerk's Office in Canton, Madison County, Mississippi.

The undersigned C. R. Montgomery, as Trustee, hereby conveys such title as is vested in him as such.

The proof of publication of the notice of the Trustee's Sale published in the Madison County Herald as required by law is attached hereto as Exhibit "A".

THIS the 12<sup>th</sup> day of JANUARY, 1981.

*C. R. Montgomery*  
C. R. Montgomery, Trustee

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 12<sup>th</sup> day of January, 1981.

*SP Teraci*  
Notary Public



MADISON COUNTY HERALD  
PROOF OF PUBLICATION

THE STATE OF MISSISSIPPI,  
MADISON COUNTY.

Personally appeared before me,

*Elizabeth M. Williams*

a Notary Public in and for Madison County, Mississippi, NELL THAMES, who being duly sworn says that she 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 a general circulation in the City of Canton and Madison County, Mississippi, and that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper, 4 times as follows

VOL. 88 NO. 51 DATE Dec 18, 1980

VOL. 88 NO. 52 DATE Dec 25, 1980

VOL. 89 NO. 1 DATE Jan 1, 1981

VOL. 89 NO. 2 DATE Jan 8, 1981

VOL. NO DATE 19

Number Words 372

Published 4 Times

Printer's Fee \$ 55.80

Making Proof \$ 1.00

Total \$ 56.80

Affiant further states that said newspaper has been established for at least twelve months next prior to the first publication of said notice

(Signed) *Nell Thames* Publisher

Sworn to and subscribed before me this

day of *January* 1981

*Elizabeth M. Williams* Notary Public

My Commission Expires May 27, 1981

TRUSTEE'S NOTICE  
OF SALE  
WHEREAS, on March 25, 1977, Wayne C. Hollem executed a deed of trust to C. R. Montgomery, Trustee, for the benefit of Eleanor C. Hale Frailer which deed of trust is recorded in Deed of Trust Book 439 at page 444 in the records in the office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, and, WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby has been declared to be due and payable in accordance with the terms of said Deed of Trust and the legal holder of said indebtedness, Eleanor C. Hale Frailer, has directed the undersigned trustee to execute the trust and sale of said land and property in accordance with the terms of said Deed of Trust for the purpose of raising the sums due thereunder together with attorney's fees, Trustee's fees, and expense of sale. NOW, THEREFORE, C. R. MONTGOMERY, Trustee in said Deed of Trust, will on the 15th day of January, 1981, offer for sale at public outcry and will 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 front door of the County Courthouse of the County of Madison, in Canton, Mississippi, to the highest and best bidder for cash the following described property lying and being situated in Canton, Madison County, Mississippi, to wit: Lot Thirteen (13) of Block "B" of Nolan's Second Subdivision of the City of Canton, according to plat on file in the Chancery Clerk's office in Plat Book No. 2, Page 14, said lot, facing 50 feet on South West Street, and running back between parallel lines 70 feet, and being the same property to us conveyed by J. W. Hale, Sr. by deed duly recorded in Record Book No. 27, Page 141, now on file in the Chancery Clerk's office in Canton, Madison County, Mississippi. Title to said property is believed to be good, but I will convey only such title as is vested in me as Trustee. WITNESS MY SIGNATURE on this the 15th day of December, 1980, J. C. R. MONTGOMERY, Trustee Montgomery, Smith-Van Dyke & Slaters Attorneys at Law 340 North Liberty Street P. O. Drawer 284 Canton, Mississippi 39011 Telephone: (601) 857-3414 or (601) 948-0972 December 18th, 25th, 1980, January 1st, 8th, 1981

Exhibit "A"

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this *24* day of *March*, 19*81*, at *2:45* o'clock *p.m.* and was duly recorded on the *24* day of *MAR 4*, 1981, Book No. *174* on Page *349*. In my office. Witness my hand and seal of office, this the *24* day of *MAR 4*, 1981, 19*81*.

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

X

M

WARRANTY DEED

BOOK 174 PAGE 352

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, <sup>1128</sup> WIMPY DENNIS BUILDERS, INC.  
 P.O. Box 138, \_\_\_\_\_ xandx Ridgeland, Miss. 39157 does  
 hereby sell, convey and warrant unto WILLIE MOORE \_\_\_\_\_ and  
 \_\_\_\_\_ and  
 JUANITA MOORE, 132 Walnut St.,/ \_\_\_\_\_, as joint tenants with full rights of  
 survivorship, and not as tenants in common, the following described land  
 and property situated in \_\_\_\_\_ of

RECORDED

Madison County, Mississippi, to-wit:

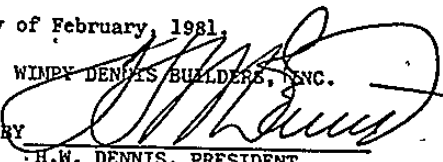
A lot or parcel of land fronting 55.25 feet on the west side of Walnut Street in Fulton's Addition, City of Canton, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the west line of Walnut Street with the present north line of West Fulton Street, and said point being 7 feet north of the old original southeast corner of Lot 32, Fulton's Addition, and run north along the west line of Walnut Street for 248.25 feet to the southeast corner and point of beginning of the property herein described; thence west for 91 feet to a point; thence north 55.25 feet to a point; thence east for 91 feet to a point on the west line of Walnut Street; thence south along the west line of Walnut Street for 55.25 feet to the point of beginning.

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 WIMPY DENNIS BUILDERS, INC., by its duly authorized officer, this the 27th day of February, 1981.

WIMPY DENNIS BUILDERS, INC.  
 BY   
 H.W. DENNIS, PRESIDENT

BOOK 1174 PAGE 353

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority, in and for the jurisdiction aforesaid, H.W. Dennis, who acknowledged to me that he is President of WIMPY DENNIS BUILDERS, 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 27th day of February, 1981.

*James Williamson*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: Sept 12, 1983



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of March, 1981, at 2:15 clock P.M., and was duly recorded on the MAR 4 day of 1981, 19....., Book No. 174 on Page 352 in my office.



Witness my hand and seal of office, this the ..... of MAR 4 1981, 19.....

BILLY V. COOPER, Clerk

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

BOOK 448 PAGE 255

1134

10-20-79

DEED

M

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption and agreement to pay by the Grantee herein, when and as due, his pro-rata share of the outstanding balance of the rental payments due and owing by the Grantors 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, CHARLES D. CHAMPLIN and JOANNA C. CHAMPLIN, do hereby sell, convey and warrant unto CHARLES F. CRAIG, leasehold interest in the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Unit Seventy (70), and an undivided interest in the common areas (and all other rights thereunto pertaining) of the Breakers, a Condominium, according to the Plan of Condominium for such project, the plats and exhibits attached thereto, as recorded in Book 466, Page 200; and the subdivision plat recorded in Cabinet B, Slide 39, in the Office of the Chancery Clerk of Madison County at Canton, Mississippi.

The Grantee by acceptance hereof and by agreement with Grantors, 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 Plan of Condominium and the Declaration of Restrictions, filed for record and any amendments pursuant thereunto, including, but not limited to, the obligation to make payment of assessments for the maintenance and operation of the condominium which may be levied against such unit.

This leasehold conveyance is made, subject to the following:

1. All the terms and conditions of the above described Lease Agreement.
2. All protective covenants, easements and rights-of-way of record and zoning ordinances affecting the above described property.
3. The liens of the 1981 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 pertaining 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 of the Grantors, this the 2nd day of March, 1981.

*Charles D. Champlin*  
Charles D. Champlin

*Joanna C. Champlin*  
Joanna C. Champlin



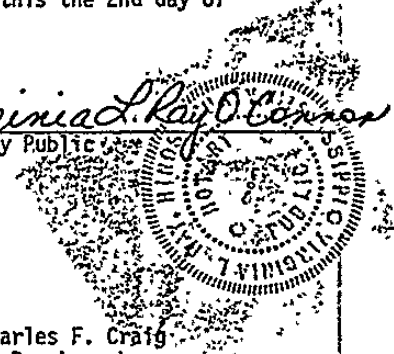
STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 174 PAGE 358

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Charles D. Champlin and Joanna C. Champlin, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 2nd day of March, 1981.

*Virginia L. Ray O'Connor*  
Notary Public



My Commission Expires:

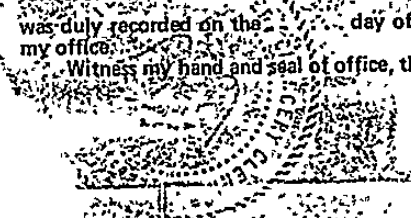
My Commission Expires Aug. 30, 1983

Charles D. Champlin  
Joanna C. Champlin  
175 Olympia Fields  
Jackson, Mississippi 39211

Charles F. Craig  
70 Breakers Lane  
Madison, Mississippi 39110

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of March, 1981, at 3:50 o'clock P.M., and was duly recorded on the MAR 4, 1981, 1981, Book No. 174 on Page 358 in my office. Witness my hand and seal of office, this the MAR 4, 1981, 1981.



BILLY V. COOPER, Clerk

By *N. Wright*, D. C.

M

INDEXED

WARRANTY DEED

BOOK 174 PAGE 357 1136

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, IMA THAMES, a widow, do hereby sell, convey and warrant unto ALVIN A. SPRINGER and wife, GLADYS McCRORY SPRINGER, as joint tenants with the right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A lot of land described as commencing at an iron stake at the intersection of the west boundary line of the W $\frac{1}{2}$  of E $\frac{1}{2}$  of Section 31, Township 9 North, Range 2 East with the north margin of the right-of-way of the black topped highway designated as Highway #22, and running east along said right-of-way for 16 chains, 5 feet 8 inches to an iron stake, which is the point of beginning and the southwest corner of the lot herein conveyed; run thence North 2 chains 12 feet to an iron stake; run thence east 2 chains 12 feet 6 inches to an iron stake; run thence south 2 chains 12 feet to an iron stake; run thence west 2 chains 12 feet 6 inches to the point of beginning; said lot being further designated as Lot #1.

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

1. County of Madison and State of Mississippi ad valorem taxes for the year 1981 which are to be paid all by the Grantees.
2. Zoning and subdivision regulation ordinance of Madison County, Mississippi.
3. The Grantor does not warrant the ownership of oil, gas and other minerals in, on and under the above described property but conveys unto Grantees all of her right, title and interest thereto.

WITNESS my signature on this 27 day of February 1981.

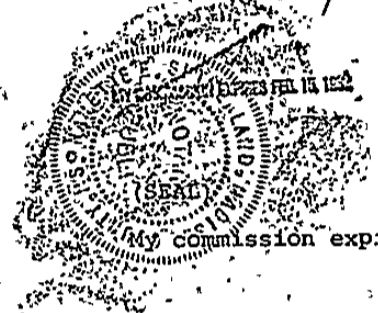
Ima Thames  
Ima Thames

STATE OF MISSISSIPPI

COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named IMA THAMES who acknowledged that she signed and delivered the above and foregoing Warranty Deed on the day and year therein written as and for her act and deed.

GIVEN UNDER MY HAND and official seal on this 27<sup>th</sup> day of February, 1981.



Neville E. Ruthersland  
Notary Public

Grantor: Mrs. Ima Thames  
Rt. 1, Box 34  
Canton, Mississippi 39046

Grantees: Mr. & Mrs. Alvin Springer  
Rt. 1, Box 33  
Canton, Mississippi 39046

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of March, 1981, at 4:05 clock P.M., and was duly recorded on the 2 day of MAR 4, 1981, Book No. 174 on Page 357 in my office.

Witness my hand and seal of office, this the MAR 4 1981, 19.....



BILLY V. COOPER, Clerk

By M. Wright, D. C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, RUFUS CARSON, Grantor, do hereby convey and forever warrant unto RUFUS CARSON and AGGIE CARSON, Grantees, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Beginning at a point 96 feet from the West margin of Orrick Street where the same intersects Hill Street and run thence West 50 feet along the North margin of Hill Street, thence North 100 feet, thence East 50 feet, thence South 100 feet to the point of beginning.

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

- 1. City of canton, County of Madison and State of Mississippi ad valorem taxes for the year 1981, which are liens but are not yet due and payable.
- 2. City of Canton, Mississippi Zoning Ordinance of 1958, as amended.
- 3. Prior reservations and/or conveyances of oil, gas and mineral rights.

WITNESS MY SIGNATURE on this the 27th day of FEBRUARY, 1981.

*Rufus Carson*  
Rufus Carson

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 27th day of FEBRUARY, 1981.



*[Signature]*  
Notary Public

Grantor: Route 2, Box 270  
Canton, Miss. 39046  
Grantee: Route 2, Box 270  
Canton, Miss. 39046

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 2nd day of March, 1981, at 4:05 o'clock P.M., and was duly recorded on the 4th day of MAR 4, 1981, in Book No. 174 on Page 359 in my office.

Witness my hand and seal of office, this the 4th day of MAR 4, 1981.

BILLY V. COOPER, Clerk

By *[Signature]*, D. C.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

BOOK 174 PAGE 360

1110

Name [ Senior Corp.  
Street 5915 Ponce de Leon Boulevard  
Address Coral Gables, Florida 33146

City & State [ ]

Mail Tax Statements To:

Name [ Senior Corp.  
Street 5915 Ponce de Leon Boulevard  
Address Coral Gables, Florida 33146

City & State [ ]

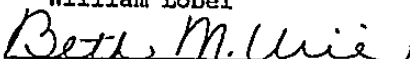
DEED

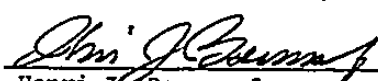
FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Paul Lazzaro and Henri J. Bourneuf, as they are all the Trustees in Reorganization of the property of Continental Mortgage Investors ("CMI"), a Massachusetts business trust, in accordance with the provisions of Chapter X of the Bankruptcy Act under and by virtue of an order dated May 1, 1979 of the United States District Court for the District of Massachusetts in proceedings pending in said Court for the reorganization of CMI under said Chapter X, No. 76-593-S, Grantors, pursuant to certain orders of said Court dated May 23, 1980 and June 27, 1980, authorizing the Trustees to perform the terms and conditions of a certain Compromise and Sale Agreement dated as of February 11, 1980 including, without limitation, such terms and conditions which authorize the execution of this deed, hereby CONVEYS and QUITCLAIMS to Senior Corp. a Delaware corporation (hereinafter "Grantee") the following described real property in the County of Madison, State of Mississippi, being that real property more particularly described on Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, one of the Trustees as aforesaid pursuant to the authority hereinabove referred to, has caused this instrument to be executed as a sealed instrument on this 30<sup>th</sup> day of JANUARY, 1981

Signed, sealed and delivered  
in the presence of:

  
William Lobel

  
Beth M. Urrie

  
Henri J. Bourneuf  
For self and co-trustee as  
trustees as aforesaid and  
not individually

Commonwealth of Massachusetts  
Suffolk, ss.

JANUARY 30, 1981

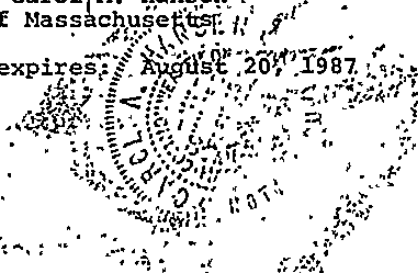
I, Carol A. Hansen, a Notary Public in and for the said Commonwealth, hereby certify that ~~Henri J. Bourneuf~~  
, whose name as one of the Trustees in Reorganization of Continental Mortgage Investors as aforesaid and not individually is signed to the annexed instrument and who is personally known to me

acknowledged before me after being duly sworn on this day that, being informed of the contents of the annexed instrument, he, in his capacity as such, Trustee in Reorganization of Continental Mortgage Investors, and not individually, executed the same before me for the purposes and uses therein contained freely and voluntarily, on this day.

*Carol A. Hansen*

Notary Public, Carol A. Hansen  
Commonwealth of Massachusetts

My commission expires August 20, 1987



Description

A tract or parcel of land consisting of 46.4 acres, more or less, situated in Sections 33 and 34, Township 7 North, Range 2 East, Madison County, Mississippi, particularly described as follows, to-wit:

Lot Three (3), or West Half of Northwest Quarter, Section 34, Township 7 North, Range 2 East, less and except 20.2 acres off the South end thereof, being a portion of the same property conveyed to J. L. Greenway in 1902 by J. W. McLaurin recorded in Book JJJ at page 501 in the office of the Chancery Clerk of Madison County, Mississippi, less and except that certain tract of land acquired by the Pearl River Valley Water Supply District by instrument recorded in Book 78 at page 375 in the office of the Chancery Clerk of Madison County, Mississippi; and the East Half of the Northeast Quarter, Section 33, Township 7 North, Range 2 East, less and except 21.8 acres off the South end thereof; being a portion of the same property conveyed to J. L. Greenway in 1902 by a Deed recorded in Book JJJ at Page 500 in the office of the Chancery Clerk of Madison County, Mississippi, less and except that certain tract of land acquired by the Pearl River Valley Water Supply District by instrument recorded in Book 78 at page 375, in the office of the Chancery Clerk of Madison County, Mississippi.

AND ALSO. . . Easement for ingress and egress over the following described property, Madison County, Mississippi:

Beginning at the NE corner of the NW 1/4 of the NE 1/4 of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi, run south along the West line of the East 1/2 of the East 1/2 of said Section 33 a distance of 850 feet, more or less, to the northwest corner of the James E. Warwick property (formerly a portion of the B. N. Walker property), run thence S 85 degrees 24 minutes East a distance of 49.70 feet to the Point of Beginning; run thence northwesterly through an arc of 90 degrees 00 minutes, having a radius of 37 feet, a distance of 58.1 feet to a point; run thence North 04 degrees 36 minutes East a distance of 30.7 feet; run thence South 85 degrees 24 minutes East along the south edge of Blacktop paving surface of Charity Church Road a distance of 124 feet to a point; run thence South 04 degrees 36 minutes West a distance of 30.7 feet to a point; run thence southwesterly through an arc of 90 degrees 00 minutes, having a radius of 37 feet, a distance of 58.1 feet to a point on the north line of the aforesaid James E. Warwick property; run thence North 85 degrees 24 minutes West a distance of 50.0 feet to the Point of Beginning

The above described easement is situated in a portion of the E 1/2 of the NE 1/4, Section 33, T 7 N, R 2 E, Madison County, Mississippi, and containing .14 acres, more or less.

LESS AND EXCEPT:

Lots 1, 17, 33, 41 and 42 of Harbor Village No. I subdivision, more particularly shown in Plat Book 5 at page 52 of the records of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

Lot 67 of Harbor Village No. II subdivision, more particularly shown in Plat Book 5 at page 55 of the records of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

Lot 134 of Harbor Village No. III subdivision, more particularly shown in Plat Book 5 at page 58 of the records of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

copy of the document is a full copy of the document in my office.  
DEC 18 1980  
IN RE  
CONTINENTAL MORTGAGE INVESTORS,  
U.S. DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

CONTINENTAL MORTGAGE INVESTORS,  
Debtor

In Proceedings for  
the Reorganization  
of a Corporation  
No. 76-593-S

*J. Bourneuf*

FURTHER ORDER ON COMPROMISE  
WITH SENIOR CREDITORS

At Boston, in said District Court on this 25<sup>th</sup> day of  
November, 1980.

Upon consideration of the Reorganization Trustees' Application for a Further Order amplifying this Court's Order of May 23, 1980 in respect of the compromise of controversies with the Debtor's Senior Creditors, and after a duly noticed hearing on said Application, and it appearing that:

- (1) This Court has exclusive jurisdiction of the Debtor and its properties wherever located;
- (2) This Court has exclusive jurisdiction of all claims, rights, demands, interests, liens and encumbrances of every kind and character of creditors of, or claimants against, the Debtor and its properties, whether or not properly or timely filed and whether or not approved in these proceedings;
- (3) Paul Lazzaro and Henri J. Bourneuf are the duly appointed, qualified and acting Trustees in Reorganization of Continental Mortgage Investors under Chapter X of the Bankruptcy Act and in that capacity have succeeded to all of the assets,



properties, rights, interests and claims of Continental Mortgage Investors and the trustees of said Debtor appointed or elected under its Declaration of Trust;

(4) By Order dated May 23, 1980 this Court approved a compromise of controversies with Senior Creditors on the terms and conditions set forth in that certain Compromise and Sale Agreement among the Reorganization Trustees, certain Senior Creditors, the Senior Committee and Senior Corp. dated as of February 11, 1980 (which, as amended, is hereinafter called the "Agreement")\*;

(5) The Agreement was duly amended by an Agreement of Amendment dated June 23, 1980 and approved by this Court after due notice and hearing on June 27, 1980;

(6) The aforesaid Order of May 23, 1980 became final on June 23, 1980 and the aforesaid Order of June 27, 1980 became final on July 28, 1980;

(7) The Agreement provides and calls for, among other things, the transfer to Senior Corp. of assets defined therein as Transfer Assets;

(8) It is reasonable and in the best interest of the estate, its creditors and stockholders to facilitate the implementation and consummation of the compromise provided for in the Agreement by specifying in this Order matters which are implicit, if not explicit, in the Court's Orders of May 23 and June 23, 1980;

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\*Capitalized terms used herein and not otherwise defined are used with the meanings given to them in the Agreement.

(9) The entry of this Order is contemplated in the Agreement and the aforesaid Agreement of Amendment and is incidental thereto; and

(10) Other good cause exists therefor.

It is hereby ORDERED that:

1. Approval of the compromise and settlement of the matters and controversies described in Article II of the Agreement on the terms and conditions set forth in the Agreement is hereby confirmed.

2. The Reorganization Trustees are hereby and by virtue of the Orders of May 23, and June 27, 1980 authorized to take all actions which the Agreement requires or contemplates that they take or which are otherwise necessary or appropriate to consummate the compromise provided for in the Agreement in accordance therewith. Without limiting the generality of the foregoing, the Trustees are so authorized to:

(a) establish a Transfer Date mutually acceptable to them, the Senior Committee and Senior Corp.;

(b) transfer, exchange and sell the Transfer Assets to Senior Corp. and/or its designees for the consideration called for by the Agreement;

(c) execute and deliver and cause each subsidiary in the Debtor's estate to execute and deliver to Senior Corp. and/or its designees such deeds, assignments, bills of sale and other documents as Senior shall reasonably request, conveying good and marketable title to each of the Transfer Assets,

including subsidiary assets, or such other title as Senior Corp. shall elect to take pursuant to the Agreement or otherwise free and clear of all claims, liens and encumbrances except as otherwise provided in the Agreement or as otherwise accepted by Senior Corp.;

(d) execute and deliver the release called for by Section 4.09 of the Agreement;

(e) make or cause to be made when due the payments to be made by the estate pursuant to Section 6.01; and

(f) subsequent to the Transfer Date take such action as may be reasonably requested by Senior Corp. to confirm the transactions contemplated in the Agreement or any part thereof, to cure any error or omission in the implementation of the same or as may be necessary or appropriate to fully achieving the purpose and intent of the Agreement, including, without limiting the generality of the foregoing, executing and delivering or causing to be executed and delivered any and all such further deeds, conveyances, bills of sale, assignments, transfers and other instruments as may be necessary or proper for more fully and certainly conveying, assigning, transferring and delivering to Senior Corp. and/or its designees, the Transfer Assets or any thereof.

3. The obligations of the Reorganization Trustees under the Agreement shall, following their discharge, be assumed by their successors and any plan of reorganization approved and confirmed in these proceedings shall provide for such assumption by the reorganized Debtor or other successor.

4. The execution or endorsement by any one of the Reorganization Trustees of any instrument, deed, bill of sale or other document shall for all purposes be deemed the execution or endorsement by both Reorganization Trustees.

5. All actions which the Trustees have heretofore taken or may hereafter take in accordance with or pursuant to the authority herein described are hereby confirmed.

6. Upon the execution by or on behalf of the Reorganization Trustees of instruments or documents of transfer, the Transfer Assets described therein, shall, notwithstanding the laws of any state or the decision or order of any state authority to the contrary, be transferred to, vest in and become the absolute property of Senior Corp. and/or its subsidiaries and shall be free and clear of all claims, rights, demands, interests, liens and encumbrances of every kind and character, whether or not properly or timely filed and whether or not approved, acknowledged or allowed in these proceedings, of the Debtor's shareholders and creditors of and claimants

against the Trustees, the Debtor and its subsidiaries except to the extent otherwise provided in the Agreement and except for the claims of the Trustees and the Debtor against the Debtor's subsidiaries or any subsidiaries' property which claims ("Surviving Claims") are acquired by Senior Corp. or its designees pursuant to the Agreement.

7. All persons (other than Senior Corp. or any designee of Senior Corp. in respect of Surviving Claims), effective on the closing on the Transfer Date are permanently enjoined from asserting or in any way attempting to enforce or collect from Senior Corp., or any of its subsidiaries or any assets of any thereof, any liability obligation or duty not specifically designated in the Agreement as a charge against a Transfer Asset to which Senior Corp. takes subject.

8. The Court retains jurisdiction for the purpose set forth in Section 6.03 and 11.11 of the Agreement and any plan of reorganization approved and confirmed in these proceedings shall provide for the retention of such jurisdiction in this Court.

*Walter Jay Skinner*  
Walter Jay Skinner  
United States District Judge

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 5 day of March, 1981, at 9:00 o'clock A.M., and was duly recorded on the 4 day of MAR 4 1981, 1981, Book No. 174 on Page 360 in my office.

Witness my hand and seal of office this the 4 day of MAR 4 1981, 1981.

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

For and in consideration of Ten Dollars (\$10.00) Cash, the receipt of which is hereby acknowledged and the agreement of the Grantee to pay for the timber herein conveyed as hereinafter stipulated, I, Betty Hawkins Flint, Grantor, do hereby convey and warrant unto Georgia-Pacific Corporation, Grantee, the following described property situated in <sup>BN-  
2-16-81</sup> ~~Carroll~~ Madison County, Mississippi:

All merchantable pine and hardwood sawtimber marked in orange paint, whatsoever lying, standing and being on the following described land, situated in Madison County, Mississippi, to-wit:

The NE 1/4 NW 1/4 less 13 acres conveyed to the Natchez Trace Parkway and less 2 acres conveyed to Watkins, Section 2, Township 9 North, Range 5 East.  
SE 1/4 NW 1/4 Section 2, Township 9 North, Range 5 East.

1. The rights herein granted shall continue for a period of two (2) years from date hereof, and on the expiration of said period, all rights herein granted shall cease and terminate and all timber conveyed hereby not then cut and removed from the above described lands shall revert to and become the property of the Grantor, freed of any claim or right of the Grantee, its successors or assigns.
2. Grantee agrees to notify Forest Owners, Inc., before commencing the cutting operations under the terms of this contract.
3. All severance tax shall be borne and paid by Grantee.
4. Grantor hereby gives and grants Grantee the right of ingress and egress over and across any adjoining lands of Grantors as the same may be necessary for the proper conduct and cutting and removal of said timber and for the movement and transfer of men, materials and logging trucks. Grantee will be permitted to cut small trees or trees of inferior species for clearing the necessary log roads or routes but no standing timber shall be used in logging work except that which is marked or may be designated by Grantor.
5. Grantee agrees that in cutting and removing said timber and in conducting its logging operations, all of same shall be done in a proper and protective manner and in conformity to approved practices and caution shall be exercised to prevent damage to the residual stand. Grantee agrees to repair immediately any damage to fences, roads, bridges, and other improvements due to logging operations, and to pay for all damage done to growing crops and livestock resulting from the cutting and removal of the timber hereby conveyed. Grantee further agrees to remove any tree tops from the cultivatable portions of said lands.
6. All existing woods roads or woods roads constructed for the removal of this timber will be left in travelable condition upon completion of the logging job.
7. Grantee shall be permitted to use for the purpose of movement of men, materials and logging trucks, the dirt road that exits this property at its northeast corner. The dirt road referenced to in this article is the road that runs in a North-South direction and passes between the East side of the restaurant and the West side of the ditch.

8. It is agreed between Grantee and Grantor that the Grantee shall not be required to cut any tree where in the judgment of Grantee the cutting of such tree would result in injury or damage to growing crops on the above described land.

9. Grantee agrees that it will take all reasonable steps to prevent fire to the timber on the lands hereinabove mentioned, whether standing or felled, or whether merchantable or young growth, and agrees that it will use all reasonable means to suppress any fires however originating on said land during the hours that cutting operations are in action.

10. All trees shall be topped and de-limbed before being skidded to the loading site.

11. Grantee agrees that it will leave on the stump of each tree cut the Grantor's paint mark, and stumps of any trees which fail to show remaining thereon the Grantor's paint mark will be considered as not being covered by this contract and as having been cut without authority, and Grantee agrees to pay as liquidated damages and as a penalty for all trees so cut without authority a sum which is equal to two times the market value of the total stumpage of all such trees; provided however, that this provision shall not apply in such cases where in the judgment of Grantor or his agent, it becomes necessary for Grantee to cut unmarked trees in order to conduct its operations in a safe and practical manner. Grantee will make note of and immediately call to the attention of Grantor or his agent any stump from which Grantor's paint mark has been barked or knocked off due to the felling or skidding operation. Trees that are marked with "X" at head height may be cut at option of Grantee. Shall the Grantee fail to pay any penalty accruing against the Grantee under this paragraph, the Grantor may recover against the Grantee attorney's fees and all other costs shall such penalty be collected through the services of an attorney.

12. Grantee agrees to remove any tree tops, logs, or other debris caused by logging operations from any creeks, streams, canals or ponds on Grantor's property.

13. Grantee agrees to require its employees, agents, and independent contractors to refrain from littering the forest lands and other lands of Grantors with cans, bottles, paper, trash, etc., and Grantee agrees to promptly remove any such litter from Grantor's lands.

14. If any of the conditions of this contract are violated by Grantee, Grantor, at his option, may upon giving Grantee notice in writing, suspend all operations engaged in by Grantee under this contract until the conditions and requirements of this contract have been complied with.

15. All payments by Grantee for the timber shall be made to Forest Owners, Inc., P. O. Box 295, Yazoo City, Mississippi 39194, who shall pay Grantor according to terms set out in Marketing Agreement.

EXECUTED this the 16th day of February, 1981

Betty Hawkins Flint  
Betty Hawkins, Flint Grantor  
510 College Street  
Batesville, MS 38606

James Magath  
Georgia-Pacific Corporation Grantee  
P. O. Box 309  
Louisville, MS 39339

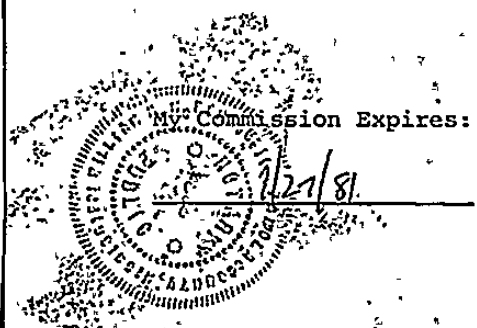
BOOK 174 PAGE 370

STATE OF MISSISSIPPI  
COUNTY OF DAWSON

Personally appeared before me, the undersigned authority in and for said County and State, Betty Hawkins Flint who acknowledged that (s)he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this 16th day of FEBRUARY, 19 81

William R. McKeith  
Notary Public

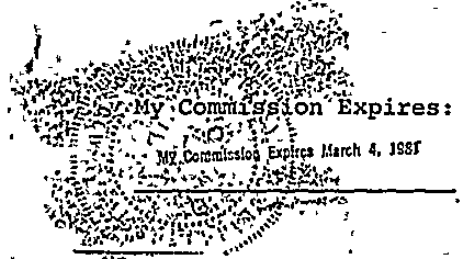


STATE OF MISSISSIPPI  
COUNTY OF WINSTON

Personally appeared before me, the undersigned authority in and for said County and State, James C. Major Atty who acknowledged that (s)he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this 2 day of March, 19 81

Jerry D. Clark  
Notary Public



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3 day of March, 1981, at 9:00 o'clock A. M., and was duly recorded on the 369 day of MAR 4, 1981, 19....., Book No. 174 on Page 369 in my office. Witness my hand and seal of office, this the MAR 4, 1981, 19.....

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





M

RECORDED

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 LINWOOD NOOE, does hereby sell, convey and warrant unto MELVILLE L. CORDUA and ISABEL P. CORDUA, as joint tenants with full rights of survivorship and not as tenants in common, the land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Lot Ten (10), 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 hereby 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 Grantor agrees 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.

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

WITNESS THE SIGNATURE of the Grantor this the 27th day of February, 1981.

LINWOOD NOOE  
LINWOOD NOOE

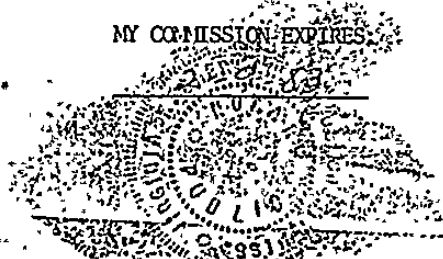
STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, Linwood Nooe, who acknowledged to me 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 this the 27th day of February, 1981.

Virginia R. Sherman  
NOTARY PUBLIC

MY COMMISSION EXPIRES



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3 day of March, 1981, at 9:00 clock A.M. and was duly recorded on the 5 day of MAR 4, 1981, Book No. 174 on Page 372 in my office.

Witness my hand and seal of office, this the 4 day of MAR 4, 1981, 19.....

BILLY V. COOPER, Clerk

By N. Wright, D. C.

Grantor's Address:  
Star Route, Box 65  
Oil Trough, Arkansas 72564

Grantee's Address:  
424 Longwood Trail  
Madison, MS

BOOK 174 PAGE 373

1153

WARRANTY DEED

**INDEXED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Belinda S. Mobley, does hereby sell, convey and warrant unto Dewey Wright, III and wife, Jesnic G. Wright, as joint tenants with full rights of survivorship and not as tenants in common, the following land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 8, Block "A", TRACELAND 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 at Canton, Mississippi in Plat Book 5 at Page 47, reference to which is hereby made in aid of and as a part of this description.

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 said Grantees or their assigns any deficit on an actual proration.

THIS CONVEYANCE is subject to any and all recorded building restrictions, rights of way, easements or mineral reservations applicable to the above described property.

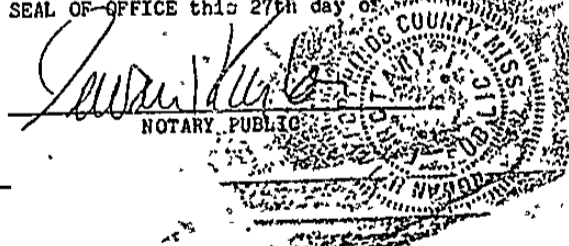
WITNESS the respective hand and signature of the undersigned Grantor, hereto affixed on this the 27th day of February, 1981.

*Belinda S. Mobley*  
Belinda S. Mobley

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Belinda S. Mobley, who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 27th day of February, 1981.



My Commission Expires: 5/30/83

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 March, 1981, at 2:15 o'clock P.M., and was duly recorded on the 4 day of MAR., 1981, Book No. 174 on Page 373 of my office.

Witness my hand and seal of office, this the 4 day of MAR., 1981.

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

Grantor's Address:  
3912 Chicamauga Drive  
Kennesaw, Georgia 30144

Grantee's Address:  
262 Pecan Hill Drive  
Madison, MS 39110

BOOK 174 PAGE 374

WARRANTY DEED

1154

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned John A. Baxter and wife, Alenia N. Baxter, do hereby sell, convey and warrant unto Bruce McPherson and wife, Deborah K. McPherson, as joint tenants with full rights of survivorship and not as tenants in common, the following land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot Twelve (12) Pecan Creek 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 Book 5 at Page 54.

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 Grantors agree to pay to said Grantees or their assigns any deficit on an actual proration.

THIS CONVEYANCE is subject to any and all recorded building restrictions, rights of way, easements or mineral reservations applicable to the above described property.

WITNESS the respective hand and signature of the undersigned Grantors hereto affixed on this the 25th day of February, 1981.

John A. Baxter  
John A. Baxter

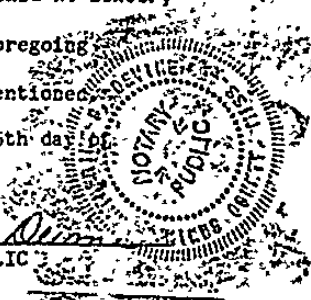
Alenia N. Baxter  
Alenia N. Baxter

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, John A. Baxter and wife, Alenia N. Baxter, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 25th day of February, 1981.

Katherine S. Quinn  
NOTARY PUBLIC



My Commission Expires July 2, 1983

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3rd day of March, 1981, at 2:45 o'clock P.M., and was duly recorded on the 4th day of March, 1981, Book No. 174 on Page 374 in my office.

Witness my hand and seal of office, this the 4th day of March, 1981.

BILLY V. COOPER, Clerk

By D. L. Wright, D. C.

SPECIAL WARRANTY DEED

INDEXED 1161

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, DAC MORTGAGE COMPANY, a Mississippi corporation, does hereby sell, convey and specially warrant unto LOUIS E. BALL and wife, MARY E. BALL, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in Madison County, State of Mississippi, to-wit:

Lot 19, PECAN CREEK SUBDIVISION, PART II, 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 Book 6, at Page 21.

There is excepted from the warranty of this conveyance a Deed of Trust to MID STATE MORTGAGE COMPANY dated September 15, 1977, and recorded in the office of the aforesaid Chancery Clerk in Deed of Trust Record Book 434 at Page 726 thereof, and the indebtedness secured by this Deed of Trust is assumed by the Grantees herein.

For the same consideration herein set forth, the Grantor conveys to the Grantees all its right, title and interest in and to all escrow funds now held on deposit in connection with the aforesaid Deed of Trust and the unexpired portion of the hazard insurance policy now in force and effect covering the residence situated on the above-described property.

Ad valorem taxes for the year 1981 are assumed by the Grantees herein.

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

Witness the signature of DAC MORTGAGE COMPANY by its duly authorized officer this the 3rd day of March, 1981.

DAC MORTGAGE COMPANY

BY: [Signature]  
D. L. Pope  
President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, D.K. Pope who acknowledged to me that he is President of DAC MORTGAGE COMPANY 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 official seal, this the 3rd day of March, 1981.

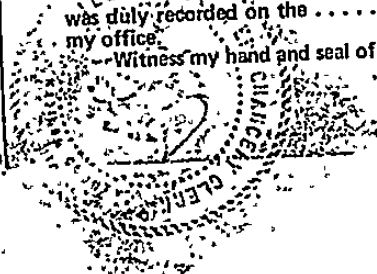
[Signature]  
NOTARY PUBLIC

My Commission Expires Oct. 22, 1983



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3 day of March, 1981, at 3:40 o'clock P. M., and was duly recorded on the MAR 4 day of 1981, 19 ....., Book No. 174 on Page 325 in my office.



Witness my hand and seal of office, this the MAR 4 day of 1981, 19 .....

BILLY V. COOPER, Clerk

By [Signature] D.C.

Grantor's Address 1441 Canton Mart Road

Grantee Address Box 98, Ridgeland, Ms. 39157

12182  
10-11-81  
10-11-81  
10-11-81

Grantee: P.O. Box 4309, Fondren Station  
Jackson, Ms. 39201

Grantor: Rt. 1, Box 249A  
Canton, Ms. 39046.

BOOK 174 PAGE 377

RECORDED

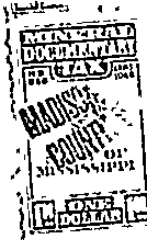
1162

WARRANTY DEED

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

The Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) and the South Half of the Southeast Quarter of the Northeast Quarter (S 1/2 SE 1/4 NE 1/4), Section 27, Township 9 North, Range 4 East.

LESS AND EXCEPT: A strip of land thirty feet (30') in width evenly off of the west side of the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 27, Township 9 North, Range 4 East, which was conveyed to Madison County, Mississippi, by J. O. Gilbert, et al for a public road by deed dated November 18, 1916, and recorded in the Deed Book WWW at page 171 in the office of the Chancery Clerk of Madison County, Mississippi. PROVIDED, HOWEVER, that the Grantor does hereby convey and quitclaim unto the Grantees his reversionary interest in and to said land in the event that the same shall cease to be used and legally abandoned as a public road.



THE WARRANTY of this 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 1981, and subsequent years. Such taxes for 1981 shall be prorated between and paid by the parties hereto as follows: 1/6th by the Grantor and 5/6ths by the Grantees.
2. The Grantor hereby reserves unto himself, his heirs, devisees or assigns, a one-sixteenth (1/16th) non-participating royalty interest in and to all oil, gas and other minerals which may be produced and saved, from the lands hereby conveyed for and during the lifetime of Floyd Kern Gilbert, the Grantor's son. At the death of Floyd Kern Gilbert, such interest shall cease and determine,

and the remainder therein shall vest in the Grantees, their heirs, devisees or assigns. The royalty interest hereby reserved shall be subject to its proportionate share of any taxes levied and assessed against the whole royalty interest.

3. An unrecorded oil, gas and mineral lease granted to Shell Oil Company for a primary term of five (5) years, from and after the 9th day of February, 1981, on the standard terms, covenants and conditions contained in form Producers 88 9-70 with Pooling Provision Sp 4-75. The Grantor does hereby transfer, set over and assign unto the Grantees all future rentals becoming due and payable under said lease.

4. The Madison County, Mississippi Zoning Ordinance and Subdivision Regulations.

The Grantor warrants that the above described lands do not constitute his homestead or any part thereof.

WITNESS MY SIGNATURE on the 3<sup>rd</sup> day of March, 1981.

Floyd Gilbert  
FLOYD GILBERT

GRANTOR

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, FLOYD GILBERT, 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 3<sup>rd</sup> day of March, 1981.

Robert Louis Hoya, Jr.  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 3<sup>rd</sup> day of March, 1981, at 4:04 o'clock P. M., and was duly recorded on the 3<sup>rd</sup> day of MAR 4, 1981, Book No. 174 on Page 377 in my office. Witness my hand and seal of office, this the 4<sup>th</sup> day of MAR 4, 1981.

BILLY V. COOPER, Clerk

By D. Wright, D. C.

WARRANTY DEEDHENDERSON  
1164

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid us, and other good and valuable consideration, including the assumption by the Grantee herein of that certain indebtedness to Billy V. Cooper and Katherine R. Cooper, evidenced by a promissory note dated June 7, 1979, and the assumption of the duties and obligations under that certain deed of trust of even date therewith securing said indebtedness which is recorded in Deed of Trust Book 457 at page 511 in the office of the Chancery Clerk of Madison County, Mississippi, such payment to be made in the amounts and at the times specified in said note and in accordance with the terms, conditions and provisions of said deed of trust, the receipt and sufficiency of which is hereby acknowledged, WE, HENRY E. CARTER and MARY CARTER, do hereby convey and forever warrant, subject to the limitations and exceptions hereinafter contained, unto JERRY M. SUMRALL, the following described property lying and being situated in Madison County, Mississippi, to wit:

NW 1/4 of Section 27, Township 10 North, Range 3 East, less and except: S 1/2 SW 1/4 NW 1/4; S 1/2 SE 1/4 NW 1/4; NE 1/4 SE 1/4 NW 1/4; E 1/2 NE 1/4 NW 1/4; E 1/2 E 1/2 W 1/2 NE 1/4 NW 1/4; E 1/2 E 1/2 NW 1/4 SE 1/4 NW 1/4; E 1/2 E 1/2 W 1/2 E 1/2 W 1/2 NE 1/4 NW 1/4; E 1/2 E 1/2 W 1/2 E 1/2 NW 1/4 SE 1/4 NW 1/4; and W 1/2 E 1/2 W 1/2 E 1/2 NW 1/4 SE 1/4 NW 1/4; all being situated in Section 27, Township 10 North, Range 3 East, Madison County, Mississippi, and containing in all 80 acres.



THE WARRANTY of this 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 1981, and subsequent years.
2. The obligations, provisions, terms, conditions and covenants contained in the above mentioned deed of trust.



3. The exception of an undivided 1/8th interest in and to all oil, gas and other minerals in, on and under the above described property which was conveyed by Herbert H. Coleman and Carolyn H. Coleman to S. L. Brown by deed dated December 6, 1939, and recorded in Deed Book 13 at page 329, in the office of the aforesaid Clerk.

4. The exception of an undivided 7/24ths interest in and to all oil, gas and other minerals in, on and under the above described property which was reserved unto Carolyn H. Coleman by deed to Herbert H. Coleman and Carolyn C. Downs dated September 1, 1962, and recorded in Deed Book 86 at page 122, in the office of the aforesaid Clerk.

5. The exception of an undivided 7/24ths interest in and to all oil, gas and other minerals in, on and under said property which was reserved unto Herbert H. Coleman, et al, by deed to L. H. McMullen, Jr., dated January 14, 1966, and recorded in Deed Book 100 at page 361, in the office of the aforesaid Clerk.

6. The exception of an undivided 7/48ths interest in all oil, gas and other minerals reserved unto L. H. McMullen, Jr., in that certain deed to Josephine N. Holland dated March 25, 1968, and recorded in Deed Book 110 at page 507 in the office of the aforesaid Clerk.

7. The exception of an undivided 7/96ths interest in all oil, gas and other minerals reserved unto Billy V. Cooper and Katherine R. Cooper in that certain deed to Henry E. Carter, et ux, dated June 8, 1979, and recorded in Deed Book 163 at page 2 in the office of the aforesaid Clerk.

8. The Grantors hereby reserve unto themselves an undivided one-half of any interest which they own in such oil, gas and other minerals.

9. A right of way and easement thirty feet (30') in width conveyed to

Mississippi Gas & Electric Company by J. W. Coleman, et al, by deed dated July 10, 1929, and recorded in Book 7 at page 149.

10. Rights-of-way for public roads and public utilities.

11. The Madison County, Mississippi Zoning Ordinance and Subdivision Regulations.

WITNESS OUR SIGNATURES on this the 3rd day of March, 1981.

Henry E. Carter  
HENRY E. CARTER

Mary Carter  
MARY CARTER

GRANTORS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, HENRY E. CARTER and MARY CARTER, who acknowledged to me that they did each sign and deliver the above and foregoing instrument on the date and for the purpose therein set forth.

GIVEN UNDER MY HAND and official seal of office on this the 3rd day of March, 1981.

James W. Smith  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires Feb. 28, 1984.

GRANTORS: Route 1, Box 176-A  
Canton, Mississippi 39046

GRANTEE: Route 3, Box 213-A  
Canton, Mississippi 39046

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 March, 1981, at 4:00 o'clock P. M., and was duly recorded on the 4 day of MAR, 1981, in Book No 174 on Page 379 in my office.

Witness my hand and seal of office, this the 4 day of MAR, 1981.

BILLY V. COOPER, Clerk

By J. Wright D. C.

Grantors Address Route 8, Jackson, Miss.  
Grantee Address 541 E. Center, Canton, Miss.  
*Kate M Wallace, Continental Divide, New Mexico*

EDLS 174 PAGE 382

QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we, JIMMY R. TAYLOR and BOBBIE G. TAYLOR, husband and wife, do hereby sell, convey and quitclaim unto KATE M. WALLACE and ABBIE M. GOBER, as joint tenants with right of survivorship and not as tenants in common, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lots 22, 23, and 24 in Block "B" of the Maris Subdivision as of record in Plat Book 2 of the records in the office of the Chancery Clerk of Madison County, Mississippi, and being a lot or parcel of land fronting 75 feet on the west side of Cisne Avenue and further described as follows: From a point on the west line of Cisne Avenue, said point of beginning being the southeast corner of the above described Lot 24 and said point of beginning being 100 feet north on the west line of Cisne Avenue from its intersection with the north line of Hillcrest Streer; and from said point of beginning run north on the west line of Cisne Avenue 75 feet to a stake; thence west 150 feet to a stake; thence south for 75 feet to a stake; thence east 150 feet to the point of beginning.

Witness our signatures, this the 18<sup>th</sup> day of March, 1975.

*Jimmy R. Taylor*  
Jimmy R. Taylor

*Bobbie G. Taylor*  
Bobbie G. Taylor

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said County and State, the within named Jimmy R. Taylor and his wife, Bobbie G. Taylor, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, this the 18<sup>th</sup> day of March, 1975.

My Commission Expires Dec. 21, 1975

*M. E. Spivey*



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 18<sup>th</sup> day of March, 1975, at 8:20 o'clock A.M., and was duly recorded on the 18<sup>th</sup> day of MAR. 4, 1981, Book No. 174, on Page 382 in my office. Witness my hand and seal of office, this the 18<sup>th</sup> day of MAR. 4, 1981.

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

M

BULK 174 PAGE 33

170 REGISTERED

WARRANTY DEED

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, R. A. WARRINER, JR., BUILDER, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto HUDSON L. THOMAS and wife, LINDA GENTRY THOMAS, as joint tenants with the full right of survivorship and not as tenants in common, the land and property lying and being situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot Twenty-one (21), HUNTERS CREEK, 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, State of Mississippi, in Plat Cabinet B at Slot 33 thereof, reference to which map or plat is here made in aid of and as a part of this description.

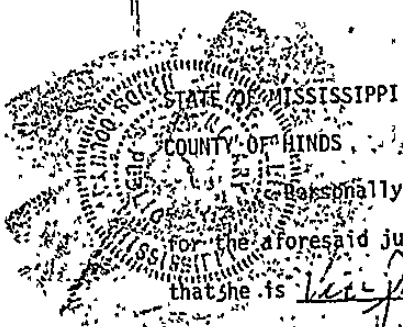
THIS CONVEYANCE is made subject to all applicable building restrictions, restrictive covenants, easements and mineral reservations of record.

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 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 assigns any amount overpaid by them.

WITNESS THE SIGNATURE of the Grantor, this the 27 day of February, 1981.

R. A. WARRINER, JR., BUILDER, INC.

By: Catherine W. Warriner  
Vice-Pres



STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Catherine M. Warriner, who acknowledged that she is Vice President of R. A. Warriner, Jr., Builder, Inc., a Mississippi corporation and that he signed and delivered the above and foregoing instrument as the act and deed of said corporation, he being first duly authorized so to do on the day and year therein mentioned.

Given under my hand and seal of office, this the 27<sup>th</sup> day of February, 1981.

A. P. Baird  
Notary Public

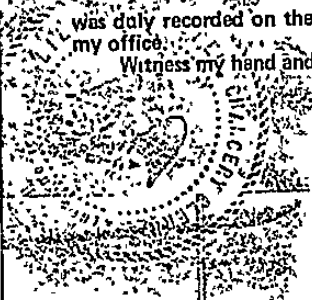
My Commission Expires:  
1981

R. A. Warriner, Jr. Builder, Inc.  
P. O. Box 8  
Madison, Mississippi 39110

Hudson L. Thomas  
Linda Gentry Thomas  
Hunters Creek Circle  
Madison, Mississippi 39110

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 4 day of March, 1981, at 9:00 o'clock A. M., and was duly recorded on the 4 day of MAR 4, 1981, 19....., Book No. 174 on Page 383. in my office.  
Witness my hand and seal of office, this the ..... of MAR 4, 1981, 19.....



BILLY V. COOPER, Clerk  
By B. V. Wright....., 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, the undersigned Habitat, Inc. does hereby sell, convey and warrant unto John K. Wright, III and wife, Petricia B. Wright, as joint tenants with full rights of survivorship and not as tenants in common, the following land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 49, Stonegate Subdivision, Part 1, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Cabinet B at slot 17; reference to which is hereby made in aid of and as a part of this description.

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 said Grantees or their assigns any deficit on an actual proration.

THIS CONVEYANCE is subject to any and all recorded building restrictions, rights of way, easements or mineral reservations applicable to the above described property.

WITNESS the respective hand and signature of the undersigned Grantor hereto affixed on this the 2nd day of March, 1981.

Habitat, Inc

By: J. Parker Sartain  
President

STATE OF MISSISSIPPI

BOOK 174 PAGE 386

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction,

J. Parker Sartain, personally known to me to be the President of the within named Habitat, Inc., who

acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said corporation and as its own act and deed, he having been first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 2nd day of March, 1981.

*Sandra L. O'Neil*  
NOTARY PUBLIC

My Commission Expires: My Commission Expires October 17, 1984.



GRANTORS ADDRESS:

P. O. Box 342  
Madison, Ms. 39110

GRANTEES ADDRESS:

164 Stonegate Drive  
Madison, Ms. 39110

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 4 day of March, 1981, at 9:00 o'clock A.M., and was duly recorded on the MAR 4 1981 day of MAR 4 1981, 19....., Book No. 174 on Page 386 in my office.

Witness my hand and seal of office, this the ..... of .. MAR 4 ..1981....., 19.....

BILLY V. COOPER, Clerk

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

1176

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, PAUL HAGLER and ELODIA M. HAGLER do hereby sell, convey and warrant unto JOHN A. GRECO and SHERRY F. GRECO/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:

Lots 18 and 19 of ANNANDALE NORTH SUBDIVISION, a subdivision as shown by map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Slide A-164 (formerly Plat Book 6 at Page 6) and more particularly described as follows, to-wit:

13.15 acres in the South one-half of Section 23, Township 8 North, Range 1 East, described as commencing at the Northwest corner of the South one-half of Section 23, and run thence Easterly along the North line of said South one-half of Section 23 for 5282.5 feet to a point on the West line of the Dewees Road 30 foot right of way, thence Southerly through an angle to the right of 90 degrees 02 minutes for 2231.2 feet along the West line of the said Dewees Road right of way to a point on the North line of the Mannsdale Road 50 foot wide right of way to the Southeast corner of said Lot 19 and the point of beginning of the property to be described; thence West along the North line of Mannsdale Road right of way for 846.3 feet to the Southwest corner of said Lot 18, thence North for 558.1 feet to the Northwest corner of Lot 18, Thence East for 799.2 feet to the West line of the Dewees Road right of way and the Northeast corner of Lot 18, thence South for 831.2 feet to the point of beginning.

Ad valorem taxes for the current year have been prorated and are assumed by the Grantees herein.

There is excepted from the warranty of this conveyance; a Deed of Trust to THE FEDERAL LAND BANK OF NEW ORLEANS which is on file and of record in Book 449 at Page 537 in the office of the Chancery Clerk aforesaid, and the indebtedness secured by this Deed of Trust is assumed by the Grantees.

For the same consideration herein set forth, the Grantors convey to the Grantees the unexpired portion of the hazard insurance policy now in force and effect covering the above described property.

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

WITNESS our signature, this the 2nd day of March, 1981.

*Paul Hagler*  
Paul Hagler  
Box 593 Madison, MS. 39110

*Elodia M. Hagler*  
Elodia N. Hagler

STATE OF MISSISSIPPI  
COUNTY OF HINDS:::::



Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, PAUL HAGLER and ELODIA M. HAGLER, who acknowledged to me that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and seal, this the 2nd day of March, 1981.

Quida L Rankin  
Notary Public

My commission expires: August 6, 1984



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of March, 1981, at 9:00 o'clock A M and was duly recorded on the MAR 4 1981 day of MAR 4 1981, 19....., Book No. 174 on Page 388 in my office.

Witness my hand and seal of office, this the ..... of MAR 4 1981, 19.....

BILLY V. COOPER, Clerk

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

BOOK 174 PAGE 389

2181

WARRANTY DEED

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, DORIS LOUISE MYERS, does hereby sell, convey and warrant unto ALBERT THOMAS, JR. and wife, TOMMIE LEE THOMAS, as joint tenants with the full right of survivorship and not as tenants in common, the land and property lying and being situated in the County of Madison, State of Mississippi, described as follows, to-wit:

A parcel of land lying and being situated in Section 24, Township 9 North, Range 2 East, Canton, Madison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the South side of West Academy Street and the West side of Walnut Street, where they intersect each other; thence run South along the West side of Walnut Street for a distance of 50 feet to the Point of Beginning; thence run West for a distance of 70 feet; thence run East for a distance of 106 feet to the West line of Walnut Street; thence run North along the West line of Walnut Street for a distance of 70 feet to the Point of Beginning.

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 Grantor agrees to pay to the Grantees or their assigns any deficit on an actual proration, and likewise the Grantees agrees to pay to the Grantor or assigns any amount overpaid by her.

WITNESS THE SIGNATURE of the Grantor, this the 26th day of February, 1981.

*Doris Louise Myers*  
DORIS LOUISE MYERS

STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 174 PAGE 399

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Doris Louise Myers, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, this the 26<sup>th</sup> day of February, 1981.

*Mary Elinor Clark*  
Notary Public

My Commission Expires:  
My Commission Expires Oct. 17, 1982.

Doris Louise Myers  
Route 4, Box 115-F  
Canton, Mississippi 39046

Albert Thomas, Jr.  
Tommie Lee Thomas  
306 Walnut Street  
Canton, Mississippi 39046

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 4 day of March, 1981, at 9:00 o'clock A. M., and was duly recorded on the MAR 4 1981 day of MAR 4 1981, 19....., Book No. 174 on Page 389. In my office.

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

BILLY V. COOPER, Clerk

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

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, I, GUY W. CREEL, of Route 1, Box 130-A, Flora, Mississippi, 39071, do hereby sell, convey and warrant unto ROBIN L. CREEL and BRENDA A. CREEL of Route 1, Box 120, Flora, Mississippi, 39071, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property lying and being situated in Section 33, Township 8 North, Range 2 West, of Madison County, Mississippi, to-wit:

Commencing at a point where the North line of the property of John T. Kirk intersects with the East line of the public road; run thence South 2°50' West 261.9 feet along said East side of public road to the point of beginning for the lot herein described; run thence South 2°50' West 215.1 feet along the East line of road to an iron pipe; thence South 87°14' East 457.0 feet to an iron pipe; thence North 2°50' East 166.2 feet to an iron pipe; thence North 81°08' West 459.6 feet to the point of beginning, containing 2.0 acres, in the Northeast 1/4 of Section 33, Township 8 North, Range 2 West, Madison County, Mississippi.

The conveyance is executed subject to:

1. The zoning and subdivision regulations ordinances of Madison County, Mississippi.
2. Ad valorem taxes for the year 1981, which Grantees herein assume and agree to pay by the acceptance of this conveyance.
3. An existing deed of trust against the above described property now of record in Book 477 at Page 423 thereof, heretofore executed by Grantor, dated November 10, 1980, which Grantees herein assume and agree to pay, it being fully understood by all parties hereto that the amount owing as of the date of this conveyance is \$20,104.49.

The Grantor herein warrants that the property conveyed herein constitutes no part of his homestead property, and that Grantor

resides elsewhere in Madison County, Mississippi.

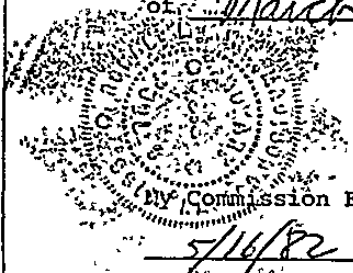
WITNESS MY SIGNATURE this the 3 day of March, 1981.

Guy W. Creel  
GUY W. CREEL

STATE OF MISSISSIPPI  
COUNTY OF MADISON.

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named GUY W. CREEL, who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 3d day of March 1981.



Ronald M. Kirk  
NOTARY PUBLIC

My Commission Expires:  
7/16/82

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of March, 1981, at 9:00 o'clock A. M., and was duly recorded on the MAR 4 day of 1981, 1981, Book No. 174 on Page 391 in my office.

Witness my hand and seal of office, this the MAR 4 of 1981, 1981.

BILLY V. COOPER, Clerk

By n. Wright, D. C.

QUITCLAIM 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 are hereby acknowledged, I, the undersigned MURRY OWEN TEMPLE do hereby sell, convey and quitclaim unto JOYCE S. TEMPLE all of my right, title and interest in and to the following described land and property lying and being situated in Madison County, Mississippi, described as follows, to-wit:

Beginning at the E 1/2 E-1/2 SW.1/4, Section 25, Township 9 North, Range 3 East, Madison County, Mississippi, containing 36 3/4 acres, more or less.

WITNESS MY SIGNATURE, this the 3 day of March 1981.

*Murry Owen Temple*  
MURRY OWEN TEMPLE

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MURRY OWEN TEMPLE who, after being by me first duly sworn did state on oath that he signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as his voluntary act and deed.

*Murry Owen Temple*  
MURRY OWEN TEMPLE

SWORN TO AND SUBSCRIBED before me, this the 3 day of March 1981.

*W. O. Ramsey*  
NOTARY PUBLIC

My commission expires:  
My Commission Expires Dec. 30, 1982

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 4 day of March, 1981, at 9:00 o'clock A.M., and was duly recorded on the 4 day of MAR 4, 1981, in Book No. 174 on Page 393 in my office.

Witness my hand and seal of office, this the 4 day of MAR 4, 1981.

BILLY V. COOPER, Clerk

By W. O. Ramsey, D. C.

Grantors Address \_\_\_\_\_

Grantees Address \_\_\_\_\_

M

1189

BOOK 174 PAGE 394

QUITCLAIM 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 are hereby acknowledged, I, the undersigned MURRY OWEN TEMPLE do hereby sell, convey and quitclaim unto JOYCE S. TEMPLE all of my right, title and interest in and to the following described land and property lying and being situated in Madison County, Mississippi, described as follows, to-wit:

Beginning at the W 1/2 E 1/2 SW 1/4, Section 25 Township 9 North, Range 3 East containing 36 3/4 Acres more or less, Madison County, Mississippi.

WITNESS MY SIGNATURE, this the 3rd day of March 1981.

Murry Owen Temple  
MURRY OWEN TEMPLE

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MURRY OWEN TEMPLE who, after being by me first duly sworn did state on oath that he signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as his voluntary act and deed.

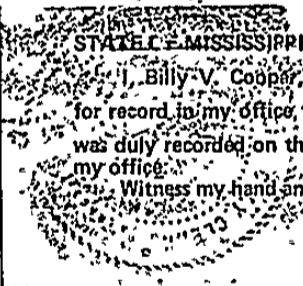
Murry Owen Temple  
MURRY OWEN TEMPLE

SWORN TO AND SUBSCRIBED before me, this the 3 day of March 1981.

W. Ramsey  
NOTARY PUBLIC

My commission expires:  
My Commission Expires Dec. 30, 1981

Notary Public  
W. Ramsey



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 4 day of March, 1981, at 9:00 o'clock a.M., and was duly recorded on the 4 day of MAR, 1981, Book No. 174 on Page 394 in my office.  
Witness my hand and seal of office, this the 4 day of MAR, 1981.

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

Grantors Address \_\_\_\_\_  
Grantee Address \_\_\_\_\_

QUITCLAIM 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 are hereby acknowledged, I, the undersigned MURRY OWEN TEMPLE, do hereby sell, convey and quitclaim unto JOYCE S. TEMPLE all of my right, title and interest in and to the following described land and property lying and being situated in Madison County, Mississippi, described as follows, to-wit:

Beginning at the West half of Southwest quarter of Section 25, Township 9 North, Range 3 East Madison County, Mississippi, containing 73 Acres more or less

WITNESS MY SIGNATURE, this the 3 day of March 1981

Murry Owen Temple  
MURRY OWEN TEMPLE

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MURRY OWEN TEMPLE who, after being by me first duly sworn did state on oath that he signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as his voluntary act and deed.

Murry Owen Temple  
MURRY OWEN TEMPLE

SWORN TO AND SUBSCRIBED before me, this the 3 day of March 1981

Notary Public  
NOTARY PUBLIC

commission expires:  
Mississippi Expires Dec. 30, 1982

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 4 day of March, 1981, at 9:00 o'clock A.M., and was duly recorded on the day of MAR 4, 1981, Book No. 74 on Page 395 in my office. Witness my hand and seal of office, this the MAR 4, 1981, 1981

BILLY V. COOPER, Clerk

By: [Signature] D.C.

Grantors Address \_\_\_\_\_  
Grantee Address \_\_\_\_\_



# MINERAL RIGHT AND ROYALTY TRANSFER

(To Undivided Interest)

1190

STATE OF MISSISSIPPI  
COUNTY of Hinds

KNOW ALL MEN BY THESE PRESENTS:

that Blue Lake Hunting and Fishing Club, a Mississippi Corporation, acting by and through J. B. Love, President, and Walter Helums, Jr., Secretary-Treasurer, pursuant to authority vested in them

of Hinds County, State of Mississippi, hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of XXX ten & no/100 Dollars \$ 10.00 and other good and valuable considerations, paid by J. B. Walker, Union Depot Service Station, Jackson, Mississippi

hereinafter called grantee the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided One-fortieth (1/40) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the Counties of Madison and Rankin State of Mississippi, and described as follows:

Parcel No. 1. Lots 1, 3, & 5 of section 24, Township 7 North, Range 2 East, being situated in Rankin County, Mississippi, containing in all 313 acres, more or less;

Parcel No. 2. All that portion of Lot 2 of Section 24, Township 7 North, Range 2 East, being situated in Madison County, Mississippi, surrounded by old river, and containing 82 acres, more or less.



TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on or under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all and singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem from Grantor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, if any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

WITNESS the signature of the grantor on this 14th day of December, 1960

Witnesses: \_\_\_\_\_  
BY J. B. Love PRESIDENT  
ATTEST: Walter Helums Jr. SECRETARY



REC 148 PAGE 56



M

WARRANTY DEED

BOOK 174 PAGE 398

1193

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 THE PEARLINE PARTNERSHIP, A MISSISSIPPI GENERAL PARTNERSHIP, whose address is 6 Oakleigh Place, Jackson, Mississippi 39211, does hereby sell, convey and warrant unto PUTT-PUTT OF JACKSON, INC., A MISSISSIPPI CORPORATION, whose address is P. O. Box 16305, Jackson, Mississippi 39206, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Being situated in the Southeast 1/4 of Section 31, Township 7 North, Range 2 East, Madison County, Mississippi, and being a part of Lot 1 and Lot 8 of Block 35 of Highland Colony, a subdivision, the map or plat of which is recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at an iron pin which marks the intersection of the west line of Lot 7 of the said Block 35 with the North right of way line of County Line Road and run thence South 89 degrees 59 minutes 45 seconds East, 802.79 feet along the said North right of way line of County Line Road to an iron pin which marks the POINT OF BEGINNING for the parcel herein described; thence turn left through a deflection angle of 89 degrees 59 minutes and run North 0 degrees 01 minutes 15 seconds East, 210.0 feet to an iron pin; thence turn left through a deflection angle of 90 degrees 01 minutes and run North 89 degrees 59 minutes 45 seconds West, 65.0 feet to an iron pin; thence North 0 degrees 01 minutes 15 seconds East, 533.48 feet to an iron pin; thence South 89 degrees 59 minutes 45 seconds East, 150.0 feet to an iron pin; thence South 0 degrees 01 minutes 15 seconds West, 743.48 feet to an iron pin; thence North 89 degrees 59 minutes 45 seconds West, 85.0 feet along the said North right of way line of County Line Road to the POINT OF BEGINNING, containing 2.25 acres, more or less.

It is agreed and understood that advalorem taxes for the current year have been prorated by and between the parties hereto on an estimated basis and when taxes are actually determined, if the proration as of this date is incorrect, then the Grantor herein agrees to pay to said Grantee or its assigns any deficit on an actual proration.

BOOK 174 PAGE 399

The warranty of this conveyance is made subject to the terms and conditions of that certain fifteen (15) foot easement for ingress and egress as conveyed to Edward F. Kennedy in deed dated May 10, 1978, recorded Book 156 at Page 215.

Further, the warranty of this conveyance is made subject to any easement for sewer line across the South fifteen feet of subject property.

Further, the warranty of this conveyance is made subject to any and all oil, gas and mineral leases, reservations or conveyances affecting subject property.

WITNESS OUR SIGNATURES, this the 23rd day of February, 1981.

THE PEARLINE PARTNERSHIP, A MISSISSIPPI GENERAL PARTNERSHIP

BY: Edwin E. Ware  
EDWIN E. WARE, General Partner  
David S. Callaway  
DAVID S. CALLAWAY, General Partner  
Louis B. Gideon  
LOUIS B. GIDEON, General Partner

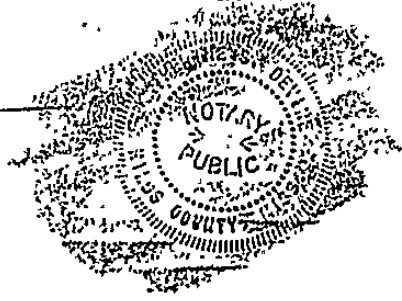
STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named EDWIN E. WARE, DAVID S. CALLAWAY and LOUIS B. GIDEON, personally known to me to be the General Partners of THE PEARLINE PARTNERSHIP, A MISSISSIPPI GENERAL PARTNERSHIP, who acknowledged to and before me that they signed and delivered the above and foregoing warranty deed on the day and for the purposes therein stated, they having authority so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 23rd day of February, 1981.

Katherine A. Deane  
NOTARY PUBLIC

My Commission Expires:  
July 2, 1983

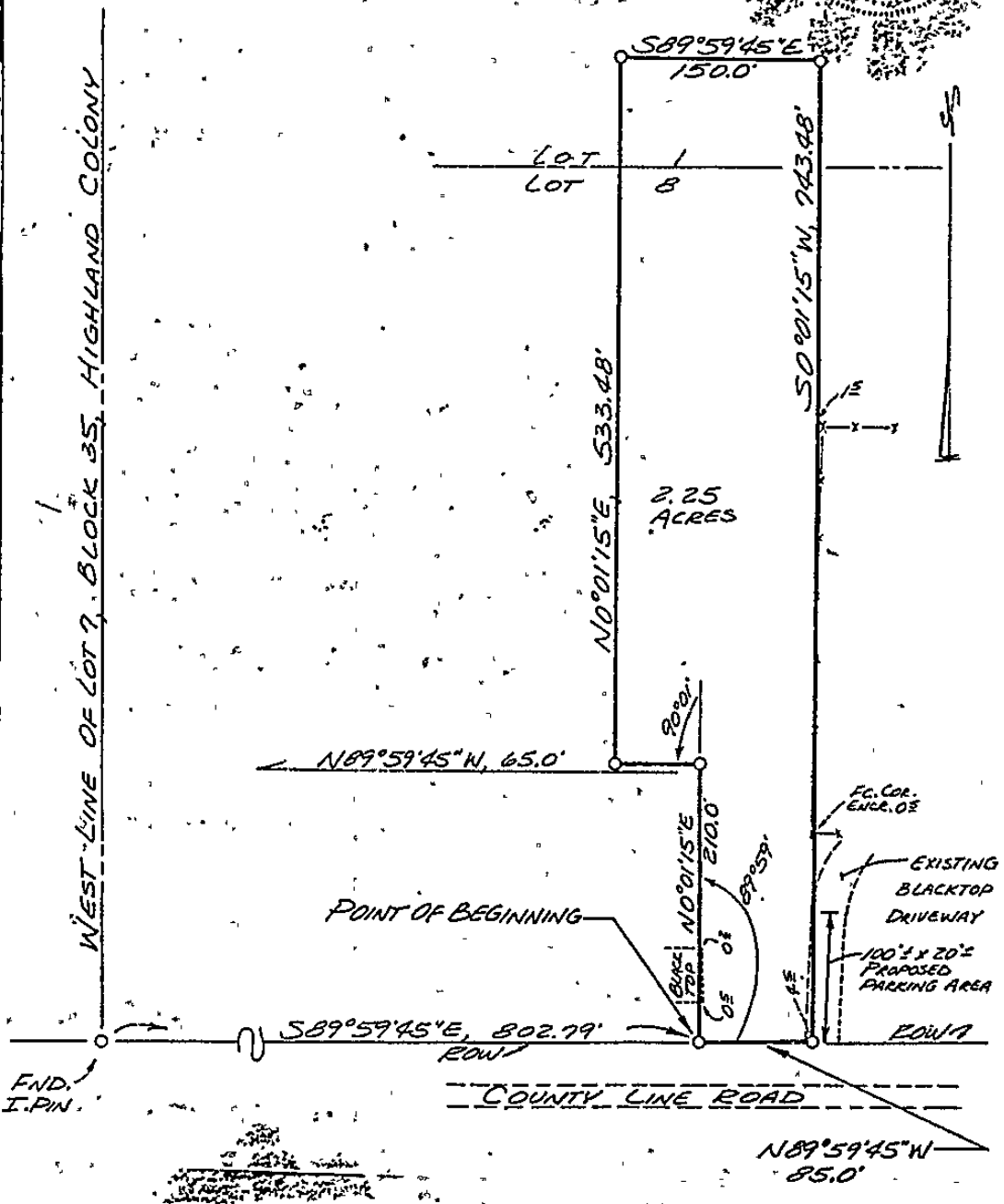


ROBERT B. BARNES CIVIL ENGINEER SCALE: 1" = 100' DATE: 2-7-81

# PLAT SHOWING CERTAIN PROPERTIES

BEING SITUATED IN THE SE 1/4 OF SECTION 31, T7N-R2E, MADISON COUNTY, MISS. & BEING A PART OF LOT 1 & LOT 8 OF BLOCK 35 OF HIGHLAND COLONY

BOOK 174 PAGE 400



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 4th day of March, 1981, at 11:05 o'clock A. M., and was duly recorded on the 4th day of MAR. 4, 1981, Book No. 174 on Page 398 in my office.

Witness my hand and seal of office, this the 4th day of MAR. 4, 1981, 19.....

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