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, WE, EMILY JANE CAIN ENDRIS and JOHN LEONARD ENDRIS, Grantors, do hereby convey and forever warrant unto JOE IUPE, SR., Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

LOT 4 on the West side of South Union Street in the City of Canton, Mississippi, according to the map thereof which appears of record in the Chancery Clerk's office, Madison County, Mississipi, and all buildings and other improvements located thereon.

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 shall be prorated as follows: Grantors: 5/12ths; Grantee: 7/12ths.
- City of Canton, Mississippi, Zoning Ordinance of 1958, as amended.
- 3. Prior reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.

Grantors herein reserve the right to retain possession until October 15, 1981.

WITNESS OUR SIGNATURES on this the day of June, 1891.

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, JOHN LEONARD ENDRIS and EMILY JANE CAIN ENDRIS, who acknowledged to me that they did sign and deliver the above and foregoing instrument on the date

į	GIVEN UNDER MY HAND			مر ۱۹۰۰ در محمد	<u>La</u>
Ì	بالدينان مم	981.	,, ,	this the 13	day
	a second that the second that	WWA	2600	/Nr	
1	CSEATY WILL	·		**	
	Tabogin 6 1945	•			
		*		* v	2
	GRANTORS: Emily Jane Cain Endris John Leonard Endris 156 S. Union Street	· .	, ``*	, , , , , , , , , , , , , , , , , , ,	
	Canton, Mississippi 39046 GRANTEE:		•	. •	
	Joe Iupe, Sr. 627 N. Kathy Circle Canton, Mississippi 39046	k		• • • •	
l sai	A MANAGEMENT OF THE PARTY OF TH				
1	STATE OF MISSISSIPPI, County of Madison:			•	
	for record in my office this day of was duly recorded in the chancer day of my office this day of my office this the my office, this the	y Court of sa Tree	JUN 1 7 1981	···, Book No/. // & ····, 19 ILLY V. COOPER, (on Pago &.QQin Clerk
	- '		V	and	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, WE, EMILY JANE CAIN ENDRIS and JOHN LEONARD ENDRIS, Grantors, do hereby convey and forever warrant unto JOE IUPE, SR., Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

LOT 6 on the West side of South Union Street, described according to the George and Dunlap Map of the City of Canton prepared in 1898, less and except 48 feet on the west end thereof.

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 shall be prorated as follows: Grantors: 5/12ths; Grantee: 7/12ths.
- 2. City of Canton, Mississippi, Zoning Ordinance of 1958, as amended.
- 3. Prior reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.

WITNESS OUR SIGNATURES on this the 15 day of June, 1981.

Emily Java Jain Endris

John Leonard Endris

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, JOHN LEONARD ENDRIS and EMILY JANE CAIN ENDRIS, who acknowledged to me that they 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 15 day of 1981.

WWAR Robbis

(SBAL)

NY COMMESSION EXPIRES:

Grantors: Emily Jane Endris John L. Endris 156 S. Union St. Canton, Miss. 39046

Grantee: Joe Iupe, Sr. 627 H. Kathy Cr. Canton, Ms. 39046

and the first of the second of	
STATE OF MISSISSIPPI, County of Madison:	
I, Billy V. Cooper, Clark of the Chancery Court of s	aid County, certify that the within instrument was filed
a till and a state of the state of the state of	19 8/ at //: 2.0 o'clock 77 M., and
was duly recorded on the	11
was duly recorded on the the day of	11 19 BOOK NOV N MOU Lade 34.1.4-711
my office. Witness my hand and seal of office, this theof	JUN 1 7 1381
Witness my hand and seal of office, this the	
realistication - "	BILLY V. COOPER, Clerk
	By D. Wrept D.C.
~~~ .	By

.

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

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 SIGNATURES this the 12th day of Dorene Sorrow Barker

Stephen Wayne Barker *→* 

STATE OF MISSISSABERE. COUNTY OF van Buren
Personally appeared before me, the undersigned authority in and
for the jurisdiction aforesaid, the within named STEPHEN WAYNE BARKER AND

June 🕹

Commission expires:

March 43, 1984

my office...

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

STATE OF MISSISSIPPI COUNTY OF MADISON 176 FAGE 304 3114

#### WARRANTY DEED

FOR AND IN CONSIDERATION 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 Evelyn Gretchen Riddell Ritchey, hereby convey and warrant unto T.H. Riddell, III, the following described real property located and situated in Madison County, Mississippi, to-wit:

A parcel of land fronting 640.49 feet on the east side of U.S. Highway No. 51, containing 42.38 acres, more or less, lying and being situated in the SW 1/4 of Section 1 and the SE 1/4 of Section 2, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows: Beginning at the intersection of the north line of the SE 1/4 of Section 2, Township 8 North, Range 2 East, Madison County, Mississippi, with the east right of way line of U.S. Highway No. 51 and run East along the north line of the SE 1/4 of said Section 2 and the north line of the SE 1/4 of said Section 2 and the north line of the SW 1/4 of said Section 1, said east line being represented by a county public road; thence South along the east line of said SW 1/4 for 586.7 feet to a point; thence West for 3275.23 feet to a point on the east right of way line of U.S. Highway No. 51; thence N 23°39'E along said right of way line for 640.49 feet to the point of beginning. Less & Except an area which may lie within the county public road on the east side of the above described property.

#### SUBJECT ONLY TO THE FOLLOWING:

Subject to a right of way to American Telephone and Telegraph one rod wide for the construction or erection of transmission lines below or above ground, beginning 5 feet west of the first cable, and togehter with a right of ingress and egress for repair.

Subject to a right of way to Pennzoil Producing Company for the construction and maintenance of a pipeline, which way is 50 feet wide to revert to 10 feet in width after completion, being 5 feet on either side of said pipe, which pipe is to be maintained to a depth of not less than 36 inches .

Witness my signature this /z day of _ JUNE

<u> Vickir. Tillill Like</u> Gretchen Riddell Ritchey

State of Mississippi County of Madison

Personally appeared before me the undersigned authority

# \$50x 176 PAGE 305

in and for the state and county aforesaid, the within named EVELYN GRETCHEN RIDDELL RITCHEY, who acknowledged to me that she signed and delivered the above and foregoing Warranty Deed as and for her free act and deed on the _/Z_ day of June, 1981.

. A should be sure

m. Whight ... D.C.

My Commission Expires:

-27- K8 E

Page 2

for record in my office this day of JUN 1 7 1981 19 ... Book No. 7 fon Page 3 a fine my office.

Witness my hand and seal of office, this the ... of ... BILLY V. COOPER, Clerk

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, DOROTHY SLAUGHTER YOUNG, Route 3, Box 20, Jackson, Mississippi 39213, do hereby sell, convey and warrant unto WOODROW W. BAILEY and LARRY W. EDWARDS, Post Office Box 16191, Jackson, Mississippi 39206, as tenants in common, my undivided one-seventh (1/7th) interest in and to the following described land and property lying and being situated in Madison County, Mississippi, to-wit;

All of those parts of Lots 19 and 20 of Addition to Tougaloo by the Tougaloo University of Madison County surveyed May 1892 by J. P. George, said map or plat being of record in Deed Book AAA at Page 138 in the office of the Chancery Clerk of Madison County at Canton, Mississippi, reference to which is hereby made in aid hereof, lying South of and adjacent to the South line of new County Line Road as relocated (and in part described by instrument recorded in Deed Book 81 at Page 4) and lying North of the North line of old County Line Road and lying East of old U. S. Highway 51.

Grantor believes that the hereinabove described land and property is all of the land and property that grantor now owns in Lots 19 and 20 of Addition to Tougaloo by the Tougaloo University of Madison County. However, if grantor owns any other land and property located within both or either of said Lots 19 and 20, then grantor also hereby sells, conveys and warrants to grantees as tenants in common that land and property also.

This conveyance is made subject to, and there is expressly excepted from the warranty hereof, the following:

- 1. The liens of the 1981 city, county and state ad valorem taxes, which said taxes are not yet due and payable.
- 2. All matters and facts which an accurate survey of the land and property would disclose.
- 3. All oil, gas, sand, gravel and other mineral rights reserved by grantor's predecessors in title.
- 4. All of those certain terms and conditions contained in those certain restrictive covenants of record in Book GGG, beginning at Page 208 thereof and in Book GGG, beginning at Page 210 thereof, of the records of the Chancery Clerk of Madison County, Mississippi.
- 5. That certain right of way executed by Charles V. Slaughter and Bettie L. Slaughter to Mississippi Delta Power Company dated March 2, 1928, and recorded in Book 6, beginning at Page 307 thereof in the records of the Chancery Clerk of Madison County, Mississippi.
- 6. All protective covenants, easements, restrictions, reservations, conditions, and rights appearing of record in the office of the Chancery Clerk of Madison County, Mississippi.
- 7. All zoning ordinances of the City of Ridgeland, Mississippi and/or Madison County, Mississippi.

The grantees herein hereby assume and agree to pay the 1981 ad valorem taxes on the land and property conveyed hereby when the same shall become due and payable.

. The land and property conveyed hereby does not constitute the homestead or any part of the homestead of the grantor herein.

No portion of any property conveyed to grantor by Elma Slaughter

Harper and her husband, I. C. Harper, located in Lot 21 of Addition to Tougaloo

by the Tougaloo University of Madison County is being conveyed to grantees

by this instrument.

WITNESS MY SIGNATURE on this the 16th day of June, 1981.

STATE OF MISSISSIPPI

COUNTY OF HINDS:::::

2004 176 PAGE 308

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named DOROTHY SLAUGHTER YOUNG, who acknowledged to me that she signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned. Given under my hand and official seal, this the lett day of June, 1981.

Seulah Ghel

NOTARY PUBLIC

My commission expires: July 1 1984

STATE OF MISSISSIPPI; County of Madison:

QUITCLAIM DEED HIVED

JIZZ

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 and sufficiency of which is hereby acknowledged, including the assumption by the Grantee herein of that certain indebtedness to Jackson Savings and Loan Association, evidenced by a promissory note dated March 12, 1979; and the assumption of the duties and obligations under that certain Deed of Trust of even date therewith securing said indebtedness, which instrument is recorded in Land Deed of Trust Book 453 at Page 812 in the office of the Chancery Clerk of Madison County, Mississippi, the undersigned Grantor, C. H. Galloway, Jr., does hereby sell, convey and quitclaim unto Cecilia R. Galloway, Grantee the following described land and property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

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

TRACT II: Beginning at the Southeast corner of .

Lot 24 of Kathy Circle Addition to the City of Canton, run thence south 35°59'
East for 20 feet to a point; run thence south 54°01' West 125 feet to a point; run thence North 35°59' W for 20 feet to a point; run thence North 54°01' East for 125 feet to the point of beginning, all in the Southwest Quarter (SW1/4) Northwest Quarter (NW1/4) of Section 29, Township 9 North, Range 3 East, Madison County, Mississippi:

WITNESS MY SIGNATURE on this the /5 day of force

C. H. GALLOWAY, JR.

STATE OF MISSISSIPPI COUNTY OF MA

5054 176 PAGE 310

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named C. H. · GALLOWAY, JR., who acknowledged that he signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned and for the purposes therein contained.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the _______ . 1981 ، mission Expires:

STATE OF MISSISSIPPI, County of Madison:

F 18 4 7 7 7 1

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, RAYMOND L. HARVEY and IMA JEAN HARVEY, do hereby convey and forever warrant, subject to the limitations and exceptions hereinafter contained, unto JOE M. TURNER and VALERIE J. TURNER, 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 Canton, Madison County, Mississippi, to wit:

Lot Nine (9) in Block Two (2) of VIRGINIA ADDITION, a subdivision as shown on and according to the map or plat thereof which is on file and of record on Cabinet Plat Slide No. A-109 in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid and as a part of this description.

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

- 1. City of Canton, County of Madison, and State of Mississippi ad valorem taxes for the year 1981, and subsequent years.
- . 2. Any interest in oil, gas and other minerals excepted, reserved or conveyed by the Grantors' predecessors in title.
- 3. The City of Canton, Mississippi Zoning Ordinance of 1958, as amended.

WITNESS OUR SIGNATURES on the day of June, 1981.

RAYMOND L. HARVE

IMA JEAN HARVEY

GRANTORS

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, RAYMOND L. HARVEY and IMA JEAN HARVEY, who acknowledged to me that they did each sign and deliver the foregoing instrument on the date and for the purposes therein set forth.

GIVEN UNDER MY HAND and official seal of office on this the 1724 day of June, 1981.

Electures C. Henry

MY COMMISSION EXPIRES:

GRANTORS:

514 South Ridge

West Helena, Arkansas 72390

GRANTEES:

384 South Williams Street Canton, Mississippi 39046

STATE OF MISSISSIPPI, County of Madison:

| Billy V. Cooper, Glerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office; this // day of ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 ... 19 .

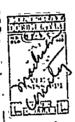
STIPULATION AND AGREEMENT OF MINERAL INTERESTS

JIZY

A MARKET STATE OF THE PARTY AND

day of June, 1981, This Agreement made as of the by and between L. C. Dickinson and wife, Hannah N. Dickinson, as parties of the first part, and Augustus Lee Hayes and wife, Ruth Norman Hayes, as parties of the second part.

WHEREAS, by Warranty Deed'dated May 5, 1977, L. C. Dickinson and wife, Hannah N. Dickinson, conveyed the following described land to Augustus Lee Hayes and wife, Ruth Norman Hayes:



Beginning at the Southwest corner of that certain parcel of land conveyed by L. C. Dickinson and wife, Hannah N. Dickinson, to Augustus Lee Hayes and Ruth Norman Hayes by Warranty Deed dated October 30, 1971, and recorded in Book 124, at page 705, of the Land Deed Records in the office of the Chancery Clerk of Madison County, Mississippi, run thence West along the North side of the present highway 66 feet; thence North 1320 feet; thence East 66 feet to the Northwest corner of another parcel of land conveyed by L. C. Dickinson and wife, Hannah N. Dickinson, to Augustus Lee Hayes and wife, Ruth Norman Hayes, by Warranty Deed also Beginning at the Southwest corner of Dickinson, to Augustus Lee Hayes and wife, Ruth Norman Hayes, by Warranty Deed also dated October 30, 1971, but recorded in Book 124, at page 704, of said Land Deed Records; thence South along the West lines of the said parcels so conveyed 1320 feet to the point of beginning, containing 2 acres, more or less, and which land is situated in the Southwest Quarter of the Southwest Quarter of Section 36, Township 8 North, Range 2 East, Madison County, Mississippi.

WHEREAS, said Warranty Deed contained the following pro-

vision:

The warranty herein does not extend to the oil, gas and other minerals but nevertheless the Grantors convey unto the Grantees an undivided one-half (1/2) interest in and to all of the oil, gas and mineral interest owned by them immediately prior to the execution of this deed prior to the execution of this deed.

WHEREAS, although it was intended by L. C. Dickinson and wife, Hannah N. Dickinson to convey an undivided one-half (1/2) mineral interest in the above-described and to reserve the other undivided one-half (1/2) mineral interest in the above-described property, it is questionable whether the above quoted provision accomplishes the intended result, since actually there is no

expressed reservation by L. C. Dickinson and wife, Hannah N. Dickinson, of any interest in the minerals;

WHEREAS, on June 12, 1979, Book 163, page 95, Augustus Lee Hayes and wife, Ruth Norman Hayes, executed, as Grantors, to L. C. Dickinson and wife, Hannah N. Dickinson, as Grantees, a Mineral Right and Royalty Transfer (Form R-101) wherein, Augustus Lee Hayes and wife, Ruth Norman Hayes, purported to convey to the Dickinsons an undivided one-half (1/2) mineral interest in the above-described property.

WHEREAS, this Mineral Right and Royalty Transfer does not resolve the ambiguity of the 1977 Warranty Deed since that Warranty Deed is ambiguous and therefore susceptible of two interpretations as to whether it has the effect of (1) reserving to L. C. Dickinson and wife, Hannah N. Dickinson, a one-half (1/2) mineral interest in the above-described property or (2) whether it is ineffective to reserve a one-half (1/2) mineral interest and therefore conveyes the entire mineral interest in the above-described property to Augustus Lee Hayes and wife, Ruth Norman Hayes;

WHEREAS, it is the desire of the parties hereto to agree and stipulate their respective ownerships in the oil, gas and minerals in the above-described property;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) cash in hand paid each unto the other, and of the mutual covenants and conveyances herein, each of the parties hereto stipulate and agree that L. C. Dickinson and wife, Hannah N. Dickenson, as joint tenants with rights of survivorship, own an undivided one-half (1/2) mineral interest in the above-described property and that Augustus Lee Hayes and wife, Ruth Norman Hayes, as joint tenants with rights of survivorship, own an undivided one-half (1/2) mineral interest in the above-described property. Each of the parties hereto does hereby convey unto each other the mineral interest necessary to result in ownership as set forth above.

This Stipulation and Agreement supersedes and merges herein all previous conveyances and agreements between or among

# BOOK 176 PAGE 315

the parties or any of them shall be binding on all the parties hereto and on their heirs, administrators, executors, successors and assigns.

This instrument may be executed in multiple counterparts, each becoming effective and binding on the party when executed by that party, but only as to such other parties who have at that time or who thereafter likewise execute the same instrument or another counterpart hereof.

This instrument shall be effective as of May 5, 1977. IN WITNESS WHEREOF, the parties have caused this Stipulation and Agreement of Mineral Interests to be duly executed as of the date first above written.

STATE OF MISSISSIPPI

COUNTY OF MADISON This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named L. C. DICKINSON and wife, HANNAH N. DICKINSON, 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 16 day Katherine D. Ofmousth

1981.

Commission Expires: My Commission Expired Sept 28, 1992

STATE OF MISSISSIPPI COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the County and State aforesaid, the within named AUGUSTUS LEE HAYES and wife, RUTH NORMAN HAYES, who acknowledged that they signed and delivered the above and forgoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 16 day of June, 1981.

Yatteria De Chinaworth

My Commission Expires Schl. 2F, 1922

 GENERAL POWER OF

KNOW ALL MEN BY THESE PRESENTS:

That I, Frances Montgomery of Cleveland, Ms.

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

Hereby giving and granting unto said

Flora J. Rimmer

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

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

I hereby ratify and conform all acts and deeds performed for me previous to this date by the said  $\checkmark$  Flora J. Rimmer

date by the salu -
IN WITNESS WHEREOF, I have hereunto subscribed my name on this instrument this
15th day of V fune 1931
STATE OF MISSISSIPPI Zrances Wontgring
STATE OF MISSISSIPPI TANKEL MONNY
COUNTY OF JAOIIVAY
the undersigned authority in and for the said
School and state, the within named France's montgoing, who acknow
definite personally appeared before me, the undersigned authority in the property and state, the within named <u>Frances Months in the property</u> , who acknowledged that See signed and delivered the above and foregoing Power of Attorney on ledged that See signed and delivered the above and foregoing Power of Attorney on the light wind date herein set out as <u>See</u> free and voluntary act and deed for the uses and
THE HIP and date herein set out as the history
O if it colven and it my name one of the color of the col
- Angeles - Che Hoot
COUNTY Public Notary Public
ETOF MISSISSIPPI County of Madison:
Clark of the Changery Court of said County, certify that the within instrument was filed

hand and seal of office, this the ......of . JUN. 2.5.1981...........19......

BILLY V. COOPER, Clerk
By ...., 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, LINWOOD NOOE, does hereby sell, convey and warrant unto S. LINWOOD NOOE and wife, SHERREE L. NOOE, 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 Thirty-Three (33), 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.

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

WITNESS MY SIGNATURE this the  $12^{14}$  day of June, 1981.

LINKON NOOF

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid durisdiction, the within named Linwood Nooe, who is nowledged to me that he signed and delivered the above and Notesian instrument of writing on the day and year therein mentioned, for the purposes therein stated, as his act and deed.

GIVEN under my hand and official seal of office, this the

eday of June 1981

Wy Commission Entry Right 10, 1932

NOTARY PUBLIC

•

:

#### 835K 176 PAGE 319

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 Thomas M. Harkins Builder, Inc., does hereby sell, convey and warrant unto George Gerald Thompson and wife, Marsha S. Thompson, 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 23 of Squirrel Hill Subdivision, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Hadison County, Hississippi, recorded in Plat Cabinet B Slot 40, 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 8th day of June, 1981.

Thomas M. Harkins Builder, Inc.

homas m / Howker

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY came and appeared before	e me, the undersigned authority in	
and for the jurisdiction aforesaid, and the	ile within my official jurisdiction,	
Thomas M Harry, personally	y known to me to be the	
	in named Thomas H. Harkins Euilder,	<b>1</b> 000
Inc., who acknowledged that he signed, sea	led and delivered the above and	176
foregoing instrument of writing on the day	and for the purposes therein	
mentioned for and on behalf of said corpor		rate 320
having been first duly authorized so to do	*	$\simeq$
PARTITION OF STREET AND OFFICIAL	SEAL OF OFFICE this 8th day of June,	
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	KOTARY PUELIC	_
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Hy Commission Expires , Commission Expires Aug. 10, 19	•	
Thought the second		
ART SEE SEE SEE SEE SEE SEE SEE SEE SEE SE	•	
EIQE Mississippi County of Madison:	• •	
Billy V. Cooper, Clerk of the Chancery Court of sa	id County certify that the within instrument w	as filed
sord in my office this	19 8, at 7.400. o'clock	M., and
######################################		κ1. In
Vitness my hand and seal of office, this theof	. JUN 4 9. 1981 19	
A STATE OF THE PARTY OF THE PAR	BILLY V. COOPER, Clerk	
	By M. Mas Sate	D.C

#### WARRANTY DEED

TROTECTOR

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and the assumption and agreement to pay by the Grantee(s) herein, as and when due, that certain indebtedness remaining under the terms of that certain deed of trust in favor of Deposit Guaranty Mortgage Company, which said indebtedness is secured by a deed of trust on the hereinafter described land and property, dated August 31, 1979, and of record in Book 462 at Page 11 thereof in the office of the Chancery Clerk of Madison County, State of Mississippi, we the undersigned CHARLES H. BROWN and wife, MARCIA LYNN BROWN, do hereby sell, convey and warrant unto BHARTI V. PATEL AND WIFE, V. S. PATEL, as joint tenants with full rights of survivorship and not as tenants in common, that certain land and property lying and being situated in the County of Madison, State of Mississippi, more particularly described as follows, to-wit:

LOT THIRTY TWO (32), GATEWAY NORTH, PART 2, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madıson County, at Canton, Mississippi, in Plat Book 5, at Page 44 thereof, reference to which is hereby made in aid of and as a part of this description.

The Grantee(s) herein named, by the acceptance of this deed, agree(s) to assume and pay all ad valorem taxes assessed against the herein described property for the current year; and for the same considerations hereinabove recited, Grantor(s) transfer and assign to Grantee(s) all escrow monies presently being held for tax and insurance purposes by Deposit Guaranty Mortgage Company or its assigns in connection with the mortgage loan assumed and described herein. Grantor(s) further hereby transfer and assign any and all

existing hazard insurance policies to Grantee(s), and Grantee(s), by their acceptance of this Deed agree(s) to assume the same.

The warranty of this conveyance is expressly made subject to any and all easements, dedications, rights-of-way, building restrictions, protective covenants, mineral reservations and mineral conveyances of record pertaining to or affecting the useage of the herein described property.

WITNESS THE SIGNATURES of the Grantor(s) hereto on this the 16th day of June, 1981.

Charles H. Brown

MYTIME TOTAL BROWN

STATE OF MISSISSIPPI COUNTY OF HINDS

personally came and appeared before me, the undersigned authority in and for the county and state aforesaid, the within named Charles H. Brown and wife, Marcie Lynn Brown, who acknowledged that they signed and delivered the above and foregoing Warranty Deed of the day and year therein mentioned, as their own voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office, this the

Shr Indles

My Commission Expires:
My Commission Expires July 3, 1983

GRANTORS' ADDRESS:

GRANTEES' ADDRESS:

2077 Lakeshore Drive Madison, Mississippi 405 Myrtle Avenue, Apt. 2F Albany, New York 12208

man reference of the property and the same of the same	
STATE OF MISSISSIPPI, County of Madison:	
Court of the Changary Court of	f said County, certify that the within instrument was filed
Billy, A' Cooper, Clerk of the chancely cours of	61/12
the referriting my office this X. day of	β 19 .0 . (, at . (
STATE OF MISSISSIPPI, County of Madison:  1. Billy, V. Cooker, Clerk of the Chancery Court of the Chancer of	981 19 Book No.171e on Page . 3.24 i
was duly recorded on the day of your my office. Witness my hand and seal of office, this the	101
my office with the second	1 111N 2 5 1981 10
Witness my hand and seal of office, this the	
	By D. Wingest
A CONTRACTOR OF THE PARTY OF TH	By //. / a
A CONTRACTOR OF THE PARTY OF TH	, , , , , , , , , , , , , , , , , , ,

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#### WARRANTY DEED

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FOR and in consideration of the sum of Ten Dollars, cash paid in hand, and other good and valuable considerations, the receipt of which is hereby acknowledged, KEEP CORPORATION d/b/a MADISON MINI TRUCK STOP, a Mississippi Corporation, does hereby sell, convey and warrant unto SUMMERTREE IAND COMPANY, LTD., the following described property situated in Madison County, Mississippi, to-wit:

All of that certain tract and parcel of lawl situated in the North half of Section 7, Township 7 North, Range 2 East Madison County, Mississippi, and being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of Section 7, Township 7 North, Range 2 East, Madison County, Mississippi; thence run South 0 degrees East, Madison County, Mississippi; thence run South 0 degrees 55 minutes 30 seconds East along the West line of said Northeast Quarter, 790.89 feet to the point of beginning; thence South Quarter, 790.89 feet to the point on the North line of 36 minutes West 200 feet to a point on the North line of Mississippi Highway No. 463; thence North 63 degrees 24 minutes West 200 feet along the chord of a curve having a minutes West 200 feet; thence leaving said North line, North radius of 3869.83 feet; thence leaving said North line, North 24 minutes East 172 feet to the point of beginning (indexed in the Chancery Clerk's office of Madison County at Canton, Mississippi, as being a part of Lots 13 and 14 of Richland Plantation Subdivision according to Plat Book 1 page 32):

It is understood and agreed that the taxes for the current year are to be prorated as of the date of this Deed 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 Grantee or assigns, any deficiency on an actual proration, and likewise, Grantee agrees to pay to Grantor or assigns any amount over paid by Grantor or assigns.

The warranty of this conveyance is subject to all rights-of-way, easements, mineral reservations and conveyances and all zoning ordinances of record affecting said property.

WITNESS THE SIGNATURE OF KEEP CORPORATION d/b/a MADISON MINI TRUCK STOP, by its duly authorized officer(s), this the 12th day of June, 1981.

* STATE OF MISSISSIPPI COUNTY OF HINDS

Personally, appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, Kenneth F. Pritchard, who acknowledged that he is President of KEEP CORPORATION d/b/a MADISON MINI TRUCK STOP, a Corporation, and 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 corpora-. tion, having been first duly authorized so to do.

Given under my hand and official seal, this the 12th day of June, 1981.

Public

My commission expires: 9-14-84

ATE	OF MI	SSISSII	PI, C	county o	of Madison:
. 416			-		

ALE OF MISSISSIPPI, County of Madison:

A Billy W Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed record in my office this. O day of 1981, at 10450 clock A. M., and saluly recorded on the control of 1981, Book Nol 746 on Page 323. in office.

Witness my hand and seal of office, this the of JUN 2.5 1981 19

BILLY V. COOPER, Clerk

By D. ... When the control of the control of

3144

FOR A VALUABLE CONSIDERATION now necessary here to mention, the receipt of which is hereby acknowledged, I, GEORGE HARPER, do hereby convey and warrant unto SAM W. LEDDY and CATHERINE P. LEDDY, husband and wife, my undivided interest in the hereinafter described land in Madison County, Mississippi, to-wit:

A tract of land containing 13.1 acres, more or less, in the SE1 of the SW1 of Section 4, and being more particulary described as beginning at the southeast corner of said SE1 of SW1 and running thence north 0 degrees 37 minutes east for 6.5 chains, thence south 89 degrees 39 minutes west for 19.53 chains to the east side of a road or right of way, thence south 0 degrees 34 minutes west for 6.5 chains, thence 19.63 chains north 89 degrees 39 minutes east to the point of beginning, containing 13.1 acres, more or less, and being located and situated in Section 4, Township 10 North, Range 4 East.

ALSO a tract of land containing 39.3 acres, more or less in the E½ of the W½ of the NW½, being more particularly described as beginning at the northeast corner of the W½ of the NW½, and running thence south for 39.65 chains to the north side of the public road, thence in a western direction along said road for 9.67 chains to the east side of said right of way, thence north 17.0 chains, thence north 89 degrees 39 minutes east for 0.70 chains, thence north for 7.0 chains, thence south 89 degrees 39 minutes; west for 1.0 chains, thence north for 16.0 chains, thence north 89 degrees 30 minutes east for 9.97 chains to the point of beginning, containing 30.3 acres, more or less, being in Section 9, Township 10 North, Range 4 East. Reference to said Plat being made in aid of this description (Gus Hahart Estate), Plat Book 3, page 225, Chancery Clerk's office, Madison County, Mississippi.

ALSO all my interest in right-of-way of 0.30 chains in width for an access road, and described as being a strip of land 0.30 chains in width on left of line described as beginning at a point that is 9.96 chains east of the Southwest corner of the Wi of the NWi of Section 9, Township 10 North, and running thence north for 17.0 chains, thence north 89 degrees 39 minutes west for 4.0 chains, for 17.0 chains, thence north 89 degrees 39 minutes west for 4.0 chains, thence north for 7.0 chains, thence north 89 degrees 39 minutes east for 4.0 chains, thence north for 16.0 chains, thence north 89 degrees 39 minutes east for 10.27 chains, thence north 0 degrees 34 minutes east for 6.5 chains to the end of said right-of-way. Said description beginning in Section 9 and ending in Section 4, both in Township 10 North, Range 4 East Madison County, Mississippi, according to said Platof the said Gus Hart East Division on file in Chancery Clerk's office of Madison County, Mississippi.

Grantor warrant that Anna Hart Johnson passed in April, 1966, and grantor further warrants that Anna Hart Johnson passed without will.

Grantor intends to convey and does convey unto grantees herein all his undivided interest in the GusHart and Anna Hart Johnson Estate whether the above is correctly described or not.

Grantor further warrants the above described land is no part of his homestead.

Lesse yorkor GEORGE HARPER

STATE OF MISSISSIPPI

30% 176 mai 326.

MADISON COUNTY

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the within named GEORGE HARPER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentined as his act and deed.

GIVEN under my hand and official seal, thisthe 19thday of March, 1973.

CHANCERY CLERK

BY: Nita J- Wright J.C.

(SEAL)

MY COMMISSION EXPIRES /-. 1- 76

STATE OF MISSISSIPPEL County of Madiso	
I Billy W. Cooper, Clerk of the Cha	ncery Court of said County certify that the within instrument was filed
for record in my office this	neery Court of said County certify that the within instrument was filed
my office why band and seal of office, this	s theof
	BILLY V. COOPER, Clerk By D. W. E. T. D. C
TO WELL THE STATE OF THE STATE	By D. Whight

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#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars

(\$10.00), cash in hand paid and for other good and valuable considerations, the receipt of which is hereby acknowledged, TALMADGE & TALMADGE, INC., a Mississippi corporation, does hereby convey and warrant unto JOHN T. KING and JOHN B.

WALKER, JR. the following described property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

A certain parcel of land being situated in Section 36, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Begin at the intersection of the Western rightof-way line of Ridgewood Road with the Eastern
right-of-way line of U. S. Highway No. 51 as
both roads are now-laid out and improved, and
run Southwesterly along the Eastern right-of-way
line of U. S. Highway No. 51 for 541.14 feet;
turn thence to the left through an angle of 107°
07' 16" and run Southeasterly for 326.98 feet
to the Western right-of-way line of Ridgewood
Road; turn thence to the left through an angle
of 105° 24' 44" and run Northerly along the
Western right-of-way line of Ridgewood Road for
450.91 feet to the beginning of a 30° 31' curve
to the left; run thence Northwesterly and along
said 30° 31' curve to the left for an arc
distance of 96.39 feet to the point of beginning.
Said parcel of land containing 2.07 acres; less
and except one-half of the oil, gas and other
minerals in and under said land.

The conveyance and warranty hereof are made subject to the following: any and all existing easements and/or rights of way for roads and public utilities; the City of Ridgeland, Mississippi and Madison County zoning and subdivision regulation ordinances; the lien of state, county and city ad valorem taxes for the year 1981 which taxes will be prorated between the Grantors and the Grantee.

WITNESS the signature and seal of said Corporation, this, the 18th day of June, 1981.

TALMADGE & TALMADGE, INC.

John T. King, President

317 (2015)

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned, authority in and for the jurisdiction aforesaid, the within named John T. King, who acknowledged that he is President of Talmadge & Talmadge, Inc., a Corporation organized and existing under the laws of the State of Mississippi, who acknowledged to me and before me that as such officer, being first duly and legally authorized in the premises, that he did sign and deliver the foregoing instrument for and on behalf of said Corporation and in its name and stead on the day and year therein mentioned, as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the The day of June, 1981.

AMCGUIL BUNDAY (4001)

ission Expires:

STATE OF MISSISSIPPI County of Medison:

| Gally V. Cooper Ofers of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 19 day of 19 man at 7.00 o'clock ... M., and was doly recorded for the 19 day of 19 man at 7.00 o'clock ... M., and was doly recorded for the 19 day of 19 man at 7.00 o'clock ... M. and was doly recorded for the 19 day of 19 man at 7.00 o'clock ... M. and was doly recorded for the 19 day of 19 man at 7.00 o'clock ... M. and was doly recorded for the 19 day of 19 day

BILLY V. COOPER, Clerk

By D. Wustt. D. C.

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STATE OF MISSISSIPPI COUNTY OF MADISON



#### WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, JAMES LLOYD FLIPPEN, WALTER FLIPPEN and MILDRED FLIPPEN, do hereby convey and warrant unto JOHNNY FOWLER and W. G. KELLEY the following described real property situated in Madison County, Mississippi, to-wit:

Lots 1, 2, and 3 of Block D of Maris Subdivision, as shown in Plat of said Subdivision, of record in the Chancery Clerk's office of Madison County, Mississippi, all property being situated in the W 1/2 SW 1/4 of Section 20, Township 9 North, Range 3 East, lying North of State Highway No. 16, subject to right-of-way and easement reserved in deed from W. A. and S. O. Weems, recorded in Book 29, Page 201, of the deed records of Madison County, Mississippi.

subject to the following:

- 1. A perpetual right-of-way and easement for the water line which runs across the described property together with the right of ingress and regress to maintain the same.
- 2. Subject to an easement for the operation of a water line to the City of Canton, Mississippi.
- 3. Subject to the payment of ad valorem taxes for the year 1981.

WITNESS OUR SIGNATURES this the 15th day of June, 1981.

JAMES. LLOYD FLIPPIN

michel Phypin

STATE OF MISSISSIPPI COUNTY OF MADISON

... !

PERSONALLY APPEARED before me, the undersigned authority in and for the state and county aforesaid, the within named JAMES LLOYD FLIPPIN, WALTER FLIPPIN and MILDRED FLIPPIN, who acknowledged

### 600K 176 PAGE 330

that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as and for their act and deed.

June, 1981. WITNESS MY SIGNATURE and offical seal this the 15th day of

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Madison:

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

#### SUBSTITUTED TRUSTEE'S DEED

STATE OF MISSISSIPPI COUNTY OF MADISON

WHEREAS, on the 4th. day of June, 1979, a certain deed : of trust was executed by L. N. CHRISTENSEN and wife, CARLEY J. CHRISTENSEN, Grantor, conveying the hereinafter described land in favor of Robert H. Holmes, Jr., Trustee, for the benefit of Central Bank of Mississippi, a Mississippi corporation and recorded in Deed of Trust Book 457, at page 726, of the records of the Chancery Clerk of Madison County, Mississippi, securing an indebtedness therein named; and,

instrument dated May 5, 1981, and recorded in said records in Book 484, at page 694, and a legal and proper notice of sale was published in the Madison County Herald, Canton, Mississippi, in its issues of May 27, 1981 and June 4, 11, 18, 1981, pursuant to said notice, the undersigned did offer for sale and sell as provided by law and the Notice of Sale the said land and property to CANTRAL BANK OF MISSISSIPPI BRANDEN, MS., in consideration of the sum of SEVENTY FOUR THOUSAND FIVE HUNDED BLATTY CASE AND TAYLOR AND THE AND TAYLOR AND THE AND TAYLOR AND THE AND THE AND TAYLOR AND THE AN

Lot Twenty-Three (23) Tavern Hills Subdivision (Revised), a subdivision according to a map or plat thereof which is in file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Cabinet A, Slide 132, reference to which is hereby made in aid of and as a part of this description.

The title to this property is believed to be good, but

# BOTK 176 PAGE 332

	was a substitute of the second
	I will convey only such title as is vested in me as Substi-
	tuted Trustee.
	1077
•	WITNESS my signature, this the $\frac{1}{2}$ day of June,
	1981.
	Strull Hemmer
	JERRY T. JOHNSTON, SUBSTITUTED TRUSTEE
	<i>y</i> / <i>y</i> ·
	STATE OF MISSISSIPPI
_	COUNTY OF Madiser
•	
	PERSONALLY appeared before me, the undersigned authority,
	in and for the county and state aforesaid, the within named,
	JERRY T. JOHNSTON, SUBSTITUTED TRUSTEE, who acknowledged that .
	he signed and delivered the above and foregoing instrument on
	the day and year therein mentioned.
3	GIVEN under my hand and official seal of office, this
	the 19 day of June, 1981.
	•
	Beel 1) Come chance Cle 0.
	MOTARY-PUBLIC
	My: Commission Expires: Beely V. Cotyle Chancery Clark My: Commission Expires:
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	Sissier, County of Madison:  Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
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tor record in m	
my office	20 m 20 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Witness my	hand and seal of office, this theof . JUN. 25. 1981 19
The state of the s	BILLY V. COOPER, Clerk
	By J. Wrefit
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# WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand raid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Douglas L. Cooper, does hereby sell, convey and warrant unto Neal Clement; Howard E. Stover; Douglas L. Cooper; Alto Inc.; Seay Properties ( a general partnership comprised of Sam P. Seay and Ethel Seay Martin), the following described land and property lying and being situated in the County of Madison, State of Mississippi, to- it:

Known as "Robinson Springs Property" in the Southwest Quarter of Section 31, Township 8 North, Range 1 East; Madison County, Mississippi and being more particularly described as follows, to-wit: Begin in the center of SW4, Section 31, Township 8 North, Range 1 East, Thence run north 165 feet, thence west 943.5 feet, thence south 943.5 feet, thence east 943.5 feet, thence to the point of beginning. feet, thence south 943.5 feast 943.5 feet, thence no to the point of beginning.

This conveyance is made subject to all applicable building restrictions, restrictive covenants, easements, rights of way and mineral reservations of record.

WITNESS MY SIGNATURE, this the 19th day of

, 1981.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, Douglas L. Cooper, who acknowledged that he signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 1945

My Commission Expires: My Commission Expires Feb. 21, 1983

STATE OF MISSISSIPH, County of Madison:

Billy V. Cobper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this. 19. day of 1981, at 19. Book No. 19. My and was duly reported on the day of 1981, Book No. 19. Book No. 19. Book No. 19. Witness my hand and seal of office, this the 19. Witness my hand and seal of office, this the 19. State of 19.

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

. .

# INDEXED

176 PAGE 334

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand puid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Henry P. Pope, does hereby sell, convey and quitclaim unto Douglas L. Cooper, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

> Known as "Robinson Springs Property" in the Southwest Quarter of Section 31, Township 8 North, Range 1 East; Madison County, Mississippi and being more particularly described as follows, to-wit: Begin in the center of SW4, Section 31, Township 8 North, Range 1 East, Thence run 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.

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

WITNESS MY SIGNATURE, this the ______ day of May, 1981.

	Henry P. Pope	Plape
STATE OF Mississippi	_	
COUNTY OF Lowndes	_	,

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid the within named Henry P. Pope, who acknowledged that he signed, executed and delivered the above and ofegoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 19th day of May, 1981. Ny Commission Expires:

STATE OF MISSISSIPPI County of Madison:

BILLY V. COOPER, Clerk 

#### <u>AFFIDAVIT</u>

3171

STATE OF (	CALIFORNIA	 <u>`</u>
COUNTY OF	MONTEREY	

Personally came and appeared before me the undersigned. authority in and for the jurisdiction above mentioned-the within named Mary B. Guerard _, who having been by me duly sworn states:

That she along with Richard L. Bradley, ____, Clare B. Pope are all'the child-. Scobey ren of Clare T. Bradley deceased of Jackson, Mississippi and further that they were all the children of R. L. Bradley by virtue of Cause No. 27913 in the Chancery Court of the First Judicial District of Hinds County, Mississippi styled "the estate of R. L. Bradley" dated 5/17/41.

That she personally is familiar with the property described as:

Known as the "Robinson Springs Property". Known as the "Robinson Springs Property" in the Southwest Quarter of Section 31, Township 8 North, Range 1 East, Madison County, Mississippi and being more particularly described as follows, to-wit: Begin in the center of the Southwest Quarter of Section 31, Township 8 North, Range 1 East, thence run 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. thence ning.

That she has been in open, notorious, continued, hostile, adverse possession along with the other heirs of R. L. Bradley beginning with the probate of the estate of R. L. Bradley, dated 5/17/41, and continuing uninterrupted until conveyance. to Douglas L. Cooper, paying taxes thereon and in every manner and means possession property as if owned in fee simple along with the other heirs of R. L. Bradley.

Further that she knows no party, person or persons, who have any right, title or interest to subject property or any claim whatsoever or to any party other than her

### . SOCK 176 PAGE 336

brothers and sister and Douglas L. Cooper, sucessor in title, who have exercised any type of possession or control of subject property.

That <u>she</u> is familiar with that lease agreement recorded in bbok EF at page 108 from R. L. Bradley, individually, and as trustee of the trust for the children of Clare T. Bradley to Charles H. Hyde and Charles F. Bloomhuff, and that <u>she</u> has received no monies, or other considerations, what-soever under the provision of that lease agreement at any time and is unaware of the production of any water or waters or of any commercial use of said water or waters contemplated in said lease or of any possession or control exercised by the lessees of said lease over subject property.

. That in regards to the particular paragraphs of said lease <u>she</u> would further state the following:

In regards to Paragraph 1, lessees have exercised no control or use of the water rights in the adjacent property.

In regards to Paragraph 2, she nor any other party has received any money or other consideration at any time for minimum rental required in paragraph 2, nor has there been a account at any time of the waters taken from said Robinson Springs as required in paragraph 2...

In regards to Paragraph 3, she along with her brothers and sister has been paying the taxes on said Robinson Springs Property beginning with the death of R. L. Bradley and is unaware of the lessees having paid any taxes at any time on said property nor have the lessees constructed any building or made any improvements thereon.

In regards to Paragraph 5, there has been no erection of any memorial to Mary Robinson Wiggins as proposed in said paragraph 5.

In regards to Paragraph 7, there has been no payments into any special account nor payment for advertising as required in said paragraph.

7 In regards to Paragraph 9, there has been no erection of any kind of barrier or fence as required in said paragraph.

In regards to Paragraph 16, there has been no payment of any kind received by the Deposit Guaranty Bank and Trust Company.

In regards to Paragraph 19, that the post office box or boxes, street address or addresses of the lessees are unknown to <a href="her further that she">her</a> and have never been known to <a href="her further that she">her</a> has no knowledge of any party, person or persons who have any interest either legal or equitable, to said Robinson Springs Property, and therefore is unable to perfect notice in writing to the lessees under the terms of paragraph 18.

But is desirous of this Affidavit and attached Release to be notice of their intent to terminate said lease and in fact determination thereof, as required under paragraphs 18 and 19.

In regards to Paragraph 19, that this Affidavit is given for the further purpose of compiling with the terms of paragraph 19 and that all the aforementioned affirmations are true and correct as therein stated, and said lease is hereby terminated for the reasons heretofore stated. The undersigned being one of the parties of interest and therefore an attorney in fact of the lessor, R. L. Bradley.

In regards to Paragraph 21, that she is one of the heirs of R. L. Bradley and was a beneficiary under the trust of Clare T. Bradley, and therefore has the right and title along with the other parties to execute said attached Release.

The undersigned further states under oath that the matters, things and facts included in the foregoing are true and correct as therein stated.

Sworn to and subscribed before me, this the 19th day of May , 1981.

My Commission Expires: PATRICIA A. BEGIEBING

June 11, 1982

OFFICIAL SEN.

PATRICIA A. BEGIEBING

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#### RELEASE

TO THE CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI

You are hereby authorized and empowered to release that certain lease agreement dated 7/8/1939 and being recorded in book EF at page 108, in the records of the Chancery Clerk of Madison County marking same satisfied and cancelled on the face thereof and duly recording this instrument as authorized in paragraph 19 of said lease.

In support of execution of this instrument pursuant to paragraph 19 of said lease the undersigned attaches hereto .

and makes a part hereof, by this reference, as if fully copied in words and figures, the attached affidavit. Witness my signature, this the 19 day of may 1981. CALIFORNIA STATE OF MONTEREY COUNTY OF Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Mary B. Guerard , who acknowledged that she signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned. GIVEN under my hand and official seal, this the 19th day of Notary Publ PATRICIA A BEGIEBING My Commission Expires: June 11, 1982 OFFICIAL SEAL PATRICIA A. BEGIEDING NOTARY PULLIC - CALIFORNIA MONTEREY COUNTY Don L. McLemore Attorney at Law
Suite 100, Jackson Mall
Jackson, MS 39213
Phone: 362-0482 (601) STATEOF MISSISSIPPI, County of Madison: BILLY V. COOPER Clerk

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

and the state of the state of

Personally came and appeared before me the undersigned authority in and for the jurisdiction above mentioned the within named <u>Fred B. Scobey</u>, who having been by me duly sworn states:

That he along with Richard L. Bradley, Mary B.

Guerard , Clare B. Pope are all the children of Clare T. Bradley deceased of Jackson, Mississippi and further that they were all the children of R. L. Bradley by virtue of Cause No. 27913 in the Chancery Court of the First Judicial District of Hinds County, Mississippi styled "the estate of R. L. Bradley" dated 5/17/41.

That he personally is familiar with the property described as:

Known as the "Robinson Springs Property" in the Southwest Quarter of Section 31, Township 8 North, Range 1 East, Madison County, Mississippi and being more particularly described as follows, to-wit: Begin in the center of the Southwest Quarter of Section 31, Township 8 North, Range 1 East, thence run 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.

That <u>he</u> has been in open, notorious, continued, hostile, adverse possession along with the other heirs of R. L. Bradley beginning with the probate of the estate of R. L. Bradley dated 5/17/41, and continuing uninterrupted until conveyance to Douglas L. Cooper, paying taxes thereon and in every manner and means possession property as if owned in fee simple along with the other heirs of R. L. Bradley.

Further that <u>he</u> knows no party, person or persons who have any right, title or interest to subject property or any claim whatsoever or to any party other than <u>his</u>

brother and sisters and Douglas L. Cooper, successor in title, who have exercised any type of possession or control of subject property.

That he is familiar with that lease agreement recorded in book EF at page 108 from R. L. Bradley, individually, and as trustee of the trust for the children of Clare T. Bradley to Charles H. Hyde and Charles F. Bloomhuff, and that he has received no monies, or other considerations, whatsoever under the provision of that lease agreement at any time and is unaware of the production of any water or waters or of any commercial use of said water or waters contemplated in said lease or of any possession or control exercised by the lessees of said lease over subject property.

. That in regards to the particular paragraphs of said lease he would further state the following:

In regards to Paragraph 1, lessees have exercised no control or use of the water rights in the adjacent property.

In regards to Paragraph 2, he nor any other party has received any money or other consideration at any time for minimum rental required in paragraph 2, nor has there been a account at any time of the waters taken from said Robinson Springs as required in paragraph 2.

In regards to Paragraph 3, <u>he</u> along with <u>his</u> brother and sisters has been paying the taxes on said Robinson Springs Property beginning with the death of R. L. Bradley and is unaware of the lessees having paid any taxes at any time on said property nor have the lessees constructed any building or made any improvements thereon.

In regards to Paragraph 5, there has been no erection of any memorial to Mary Robinson Wiggins as proposed in said paragraph 5.

In regards to Paragraph 7, there has been no payments into any special account nor payment for advertising as required in said paragraph.

In regards to Paragraph 9, there has been no erection of any kind of barrier or fence as required in said paragraph.

. In regards to Paragraph 16, there has been no payment of any kind received by the Deposit Guaranty Bank and Trust Company.

In regards to Paragraph 19, that the post office box or boxes, street address or addresses of the lessees are unknown to <a href="him">him</a> and have never been known to <a href="him">him</a> further that <a href="he">he</a> has no knowledge of any party, person or persons who have any interest either legal or equitable, to said Robinson Springs Property, and therefore is unable to perfect notice in writing to the lessees under the terms of paragraph 18.

But is desirous of this Affidavit and attached Release to be notice of their intent to terminate said lease and in fact determination thereof, as required under paragraphs 18 and 19.

In regards to Paragraph 19, that this Affidavit is given for the further purpose of compiling with the terms of paragraph 19 and that all the aforementioned affirmations are true and correct as therein stated, and said lease is hereby terminated for the reasons heretofore stated. The undersigned being one of the parties of interest and therefore an attorney in fact of the lessor, R. L. Bradley.

In regards to Paragraph 21, that he is one of the heirs of R. L. Bradley and was a beneficiary under the trust of Clare T. Bradley, and therefore has the right and title along with the other parties to execute said attached Release.

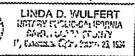
The undersigned further states under oath that the matters, things and facts included in the foregoing are true and correct as therein stated.

Sworn to and subscribed before me, this the 20 day of

MAY , 1981.

My Commission Expires: OCTOBER 26, 1984

Zindu D. Wuefest Notary Public



### RELEASE

TO THE CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI

You are hereby authorized and empowered to release that certain lease agreement dated 7/8/1939 and being recorded in book EF at page 108, in the records of the Chancery Clerk of Madison County marking same satisfied and cancelled on the face thereof and duly recording this instrument as authorized in paragraph 19 of said lease.

In support of execution of this instrument pursuant

to paragraph 19 of said lease the undersigned attaches hereto
and makes a part hereof, by this reference, as if fully copied
in words and figures, the attached affidavit.
Witness my signature, this the 20 day of MAY,
STATE OF CALTEOPHIA Fred B. Scobey
CONTROL OF
COUNTY OF SANTA CLARA
Personally came and appears to a
Personally came and appeared before me, the undersigned
authority in and for the aforesaid jurisdiction, the within named Fred B. Scobey
, who acknowledged that
and delivered the above and foregoing
instrument of writing on the day and year therein mentioned.
GIVEN under my hand and official seal, this the
day of MAY , 1981.
Notary Public
My Commission Expires:
OCTOBER 26, 1984  LINDA D. WULFERT  IOTARY PUBLIC CAUPORNIA  SANLA CLASA COUTTY
William Exercises 186
Don L. McLemore Attorney at Law
Suite 100, Jackson Mall
Jackson, MS 39213 Phone: 362-0482-(601)
OF MISSISSIPPI County of Madison:
Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed in my office this
ord in my office this
cell 1.4 Book No.1.76 on Page 339 in
BILLY COORD
By M. I. J.
D. C.

### AFFIDAVIT

COUNTY OF Lines

Personally came and appeared before me the undersigned authority in and for the jurisdiction above mentioned the within named <u>Clare B. Pope</u>, who having been by me duly sworn states:

That she along with Richard L. Bradley, Fred B.

Scobey, Mary B. Guerard are all the children of Clare T. Bradley deceased of Jackson, Mississippi and further that they were all the children of R. L. Bradley by virtue of Cause No. 27913 in the Chancery Court of the First Judicial District of Hinds County, Mississippi styled "the estate of R. L. Bradley" dated 5/17/41.

That she personally is familiar with the property described as:

Known as the "Robinson Springs Property" in the Southwest Quarter of Section 31, Township 8 North, Range 1 East, Madison County, Mississippi and being more particularly described as follows, to-wit: Begin in the center of the Southwest Quarter of Section 31, Township 8 North, Range 1 East, thence run 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.

That she has been in open, notorious, continued, hostile, adverse possession along with the other heirs of R. L. Bradley beginning with the probate of the estate of R. L. Bradley dated 5/17/41, and continuing uninterrupted until conveyance to Douglas L. Cooper, paying taxes thereon and in every manner and means possession property as if owned in fee simple along with the other heirs of R. L. Bradley.

Further that she knows no party, person or persons who have any right, title or interest to subject property or any claim whatsoever or to any party other than her

brothers and sister and Douglas L. Cooper, sucessor in title, who have exercised any type of possession or control of subject property.

That she is familiar with that lease agreement recorded in book EF at page 108 from R. L. Bradley, individually, and as trustee of the trust for the children of Clare T. Bradley to Charles H. Hyde and Charles F. Bloomhuff, and that she has received no monies, or other considerations, whatsoever under the provision of that lease agreement at any time and is unaware of the production of any water or waters or of any commercial use of said water or waters contemplated in said lease or of any possession or control exercised by the lessees of said lease over subject property.

That in regards to the particular paragraphs of said lease she would further state the following:

In regards to Paragraph 1, lessees have exercised no control or use of the water rights in the adjacent property.

In regards to Paragraph 2, she nor any other party has received any money or other consideration at any time for minimum rental required in paragraph 2, nor has there been a account at any time of the waters taken from said Robinson Springs as required in paragraph 2.

In regards to Paragraph 3, she along with her brothers and sister has been paying the taxes on said Robinson Springs Property beginning with the death of R. L. Bradley and is unaware of the lessees having paid any taxes at any time on said property nor have the lessees constructed any building or made any improvements thereon.

In regards to Paragraph 5, there has been no exection of any memorial to Mary Robinson Wiggins as proposed in said paragraph 5.

In regards to Paragraph 7, there has been no payments into any special account nor payment for advertising as required in said paragraph.

In regards to Paragraph 9, there has been no erection of any kind of barrier or fence as required in said paragraph.

In regards to Paragraph 16, there has been no payments of any kind received by the Deposit Guaranty Bank and Trust Company: - Ga

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. Angregards to Paragraph 19, that the post office box or boxes, street address or addresses of the lessees are unknown to her and have never been known to her further that she has no knowledge of any party, person or .. persons who have any interest either legal or equitable, to said Robinson Springs Property, and therefore is unable to perfect notice in writing to the lessees under the terms of paragraph 18.

. But is desirous of this Affidavit and attached Release to be notice of their intent to terminate said lease and in fact determination thereof, as required under paragraphs; 18 and 19.

In regards to Paragraph 19, that this Affidavit is : given for the further purpose of compiling with the terms of paragraph 19 and that all the aforementioned affirmations are true and correct as therein stated, and said lease is hereby terminated for the reasons heretofore stated. The undersigned being one of the parties of interest and therefore an attorney in fact of the lessor, R. L. Bradley.

In regards to Paragraph 21, that she is one of the heirs of R. L. Bradley and was a beneficiary under the trust of Clare T. Bradley, and therefore has the right and title along with the other parties to execute said attached Release.

The undersigned further states under oath that the matters, things and facts included in the foregoing are true and correct as therein stated.

Sworn to and subscribed before me, this the

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TO THE CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI

You are hereby authorized and empowered to release that certain lease agreement dated 7/8/1939 and being recorded in book EF at page 108, in the records of the Chancery Clerk of Madison County marking same satisfied and cancelled on the face thereof and duly recording this instrument as authorized in paragraph 19 of said lease.

to paragraph 19 of said lease the undersigned attaches hereto in words and figures, the attached affidavit.

In support of execution of this instrument pursuant and makes a part hereof, by this reference, as if fully copied Witness my signature, this the 19th day of Nay 1981. Clare B. Pope STATE OF Mississippi COUNTY OF Lowndes Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within _, who acknowledged that named Clare B. Pope she signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned. ires: // water. Don L. McLemore Attorney at Law Suite 100 Jackson Mall Jackson 77 MSE 39213 Phone 2502-0482 (001) STATE OF MISSISSIPPI, County of Madison: By ... D. Weight .... D. C.

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#### AFFIDAVIT

STATE OF 1	Cexas
34,000 -	
COUNTY OF	Harris

Personally came and appeared before me the undersigned authority in and for the jurisdiction above mentioned the within named. Richard L. Bradley , who having been by me duly sworn states:

That he along with Fred B. Scobey , Mary B.

Guerard , Clare B. Pope are all the children of Clare T. Bradley deceased of Jackson, Mississippi and further that they were all the children of R. L. Bradley by virtue of Cause No. 27913 in the Chancery Court of the First Judicial District of Hinds County, Mississippi styled "the estate of R. L. Bradley" dated 5/17/41.

That <u>he</u> personally is familiar with the property described as:

Known as the "Robinson Springs Property" in the Southwest Quarter of Section 31, Township 8 North, Range 1 East, Madison County, Mississippi and being more particularly described as follows, to-wit: Begin in the center of the Southwest Quarter of Section 31, Township 8 North, Range 1 East, thence run 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.

That. he has been in open, notorious, continued, hostile, adverse possession along with the other heirs of R. L. Bradley beginning with the probate of the estate of R. L. Bradley dated 5/17/41, and continuing uninterrupted until conveyance to Douglas L. Cooper, paying taxes thereon and in every manner and means possession property as if owned in fee simple along with the other heirs of R. L. Bradley.

Further that he knows no party, person or persons who have any right, title or interest to subject property or any claim whatsoever or to any party other than his

brother and sisters and Douglas L. Cooper, sucessor in title, who have exercised any type of possession or control of subject property.

That he is familiar with that lease agreement recorded in book EF at page 108 from R. L. Bradley, individually, and as trustee of the trust for the children of Clare T. Bradley to Charles H. Hyde and Charles F. Bloomhuff, and that he has received no monies, or other considerations, whatsoever under the provision of that lease agreement at any time and is unaware of the production of any water or waters or of any commercial use of said water or waters contemplated in said lease or of any possession or control exercised by the lessees of said lease over subject property.

That in regards to the particular paragraphs of said lease <u>he</u> would further state the following:

In regards to Paragraph 1, lessees have exercised no control or use of the water rights in the adjacent property.

In regards to Paragraph 2, <u>he</u> nor any other party has received any money or other consideration at any time for minimum rental required in paragraph 2, nor has there been a account at any time of the waters taken from said Robinson Springs as required in paragraph 2.

In regards to Paragraph 3, he along with his brother and sisters has been paying the taxes on said Robinson Springs Property beginning with the death of R. L. Bradley and is unaware of the lessees having paid any taxes at any time on said property nor have the lessees constructed any building or made any improvements thereon.

In regards to Paragraph 5, there has been no erection of any memorial to Mary Robinson Wiggins as proposed in said paragraph 5.

In regards to Paragraph 7, there has been no payments into any special account nor payment for advertising as required in said paragraph.

In regards to Paragraph 9, there has been no erection of any kind of barrier or fence as required in said paragraph.

### EGGK 176 PAGE 349

In regards to Paragraph 19, that the post office box or boxes, street address or addresses of the lessees are unknown to <a href="him">him</a> and have never been known to <a href="him">him</a> further that <a href="he">he</a> has no Knowledge of any party, person or persons who have any interest either legal or equitable, to said Robinson Springs Property, and therefore is unable to perfect notice in writing to the lessees under the terms of paragraph 18.

But is desirous of this Affidavit and attached Release to be notice of their intent to terminate said lease and in fact determination thereof, as required under paragraphs 18 and 19.

In regards to Paragraph 19, that this Affidavit is given for the further purpose of compiling with the terms of paragraph 19 and that all the aforementioned affirmations are true and correct as therein stated, and said lease is hereby terminated for the reasons heretofore stated. The undersigned being one of the parties of interest and therefore an attorney in fact of the lessor, R. L. Bradley.

In regards to Paragraph 21, that he is one of the heirs of R. L. Bradley and was a beneficiary under the trust of Clare T. Bradley, and therefore has the right and title along with the other parties to execute said attached Release.

The undersigned further states under oath that the matters, things and facts included in the foregoing are true and correct as therein stated.

R. L. Bradley R. L. Bradley The

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ommission, Expires:

Notary Pub

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#### RELEASE

TO THE CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI

You are hereby authorized and empowered to release that certain lease agreement dated 7/8/1939 and being recorded in book EF at page 108, in the records of the Chancery Clerk of Madison County marking same satisfied and cancelled on the face thereof and duly recording this instrument as authorized in paragraph 19 of said lease.

In support of execution of this instrument pursuant to paragraph 19 of said lease the undersigned attaches hereto and makes a part hereof, by this reference, as if fully copied in words and figures, the attached affidavit. Witness my signature, this the 27 day of Man 1981. STATE OF Was COUNTY OF Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Richard L. Bradley , who acknowledged that signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned. of VEN under my hand and official seal, this the  $\frac{27}{}$ ission Expires: Don L. McLemore Attorney at Law Suite 100, Jackson Mall. Jackson, MS 39213 Phone: 362-0482 (601) STATE OF MISSISSIPPI, County of Madison: Billy Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery Court of said County, certify that the within instrument was filed for recorded on the chancery County of said County, certified the chancery County of said Co BILLY V. COOPER, Clerk By. M. Wieght...... D. C.

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STATE OF MISSISSIPPI COUNTY OF MADISON

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#### WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, JOHN L. STEEN and MARGARET W. STEEN, do hereby convey and warrant unto ERNESTINE DIXON the following described real property situated in Madison County, Mississippi, to-wit:

Approximately 6.06 acres of land on South side of State Highway No. 43 in the N 1/2 NW 1/4, Section 6, Township 9 North, Range 4 East, Madison County, Mississippi described as follows: Begin at Southeast corner of Mary Lee Blackmon Home Lot as described in Deed Book 166 at Page 704 and run North 76° East 696 feet to an iron pin; thence run North 375 feet to fence line; thence run Westerly 382 feet to East boundary of said State Highway No. 43; thence run Southwesterly 458 feet along East boundary of said Highway No. 43 to East boundary of said Mary Lee Blackmon Home Lot; thence run South 11° East 225 feet along East boundary of said Blackmon Lot to point of beginning.

WITNESS OUR SIGNATURES this the 19th day of June, 1981.

John L. STEEN

Vongaret W. Steen

MARGARET W. STEEN

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforesaid, the within named JOHN L. STEEN and MARGARET W. STEEN, who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as and for their act and deed. WITNESS MY SIGNATURE and official seal this the 19th day

STATEOF, MISSISSIPPI, County of Madison: 



### QUITCLAIM DEED

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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, ERNESTINE WERTZ, also known as MRS. JACK WERTZ, Grantor, does hereby remise, release, convey and forever quitclaim unto CONSTRUCTION MANAGEMENT, INC., Grantee, all of my estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Being situated in the NW 1/4 of Section 1, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

being more particularly described as follows:

Commence at the NE corner of aforesaid Section
1 and run westerly, along the North boundary
of said Section 1, 2527.8 feet; turn thence to
the left through a deflection angle of 90° 00'
and run southerly, 38.13 feet to an iron bar
on the southern R.O.W. line of the Old JacksonCanton Road; turn thence to the right through a
deflection angle of 90° 00' and run westerly,
along the southern R.O.W. line of the Old
Jackson-Canton Road, 759.82 feet to an iron
bar; turn thence through an interior angle of
180° 29' and continue westerly, along the
southern R.O.W. line of the Old Jackson-Canton
Road, 504.1 feet to an iron bar marking the
Point of Beginning for the property herein
described; turn thence to the left through a
deflection angle of 90° 90' and run southerly,
603.7 feet to a fence line; turn thence through
an interior angle of 90° 36' and run westerly,
along a fence line, 20.4 feet to a fence corner;
turn thence through an interior angle of 89° 51'
and run northerly, along a fence line, 604.0
feet to the aforesaid southern R.O.W. line of the
Old Jackson-Canton Road; turn thence through an
interior angle of 89° 24' and run easterly, along
the said southern R.O.W. line of the Old JacksonCanton Road, 25.2 feet to the Point of Beginning,
containing 0.3 acres, more or less.

WITNESS MY SIGNATURE on this the 

WITNESS MY SIGNATURE on this the

WITNESS MY SIGNATURE on this the 6th day of May

- 7~ ~

1981.

STATE OF MISSISSIPPI,
COUNTY OF Acid

2004 178 HAVE 353

Personally appeared before me, the undersigned authority in and for the jurisdiction above stated, the within named ERNESTINE WERTZ, who stated and acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated.

of May, 1981.

Notary Public

My commission expires:

, 174 Octualosies, Ilaji et May, 15, 1992.

Grantor:

Ernestine Wertz 240 Meadowbrook Road P. O. Box 9996 Jackson, Mississippi 39206 Grantee:

Construction Management, Inc. P. O. Box 5373 Jackson, Mississippi 39216

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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, Construction Management, Inc., a Mississippi corporation, Grantor, does hereby remise, release, convey and forever quitclaim unto ALFRED T. BOGEN, JR., Grantee, all of my estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Being situated in the NW 1/4 of Section 1, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at the NE corner of aforesaid Section 1 and run westerly, along the North Boundary of said Section 1, 2527.8 feet; turn thence to the left through a deflection angle of 90° 00' and run southerly, 38.13 feet to an iron bar on the southern R.O.W. line of the Old Jackson-Canton Road; turn thence to the right through a deflection angle of 90° 00' and run westerly, along the southern R.O.W. line of the Old Jackson-Canton Road, 759.82 feet to an iron bar; turn thence through an interior angle of 180° 29' and continue westerly, along the southern R.O.W. line of the Old Jackson-Canton Road, 504.1 feet to an iron bar marking the Point of Beginning for the property herein described; turn thence to the left through a deflection angle of 90° 09' and run southerly 603.7 feet to a fence line; turn thence through an interior angle of 90° 36' and run westerly, along a fence line, 20.4 feet to a fence corner; turn thence through an interior angle of 89° 51' and run northerly, along a fence line, 604.0 feet to the aforesaid southern R.O.W. line of the Old Jackson-Canton Road; turn thence through an interior angle of 89° 24' and run easterly, along the said southern R.O.W. line of the Old Jackson-Canton Road, 25.2 feet to the Point of Beginning, containing 0.3 acres, more or less.

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CONSTRUCTION MANAGEMENT, INC. a Mississippi corporation

By: Derry 6. Naturta

Jerry B. Roberts, President

STATE OF MISSISSIPPI

MOOK 176 MAGE 355

COUNTY OF

Personally appeared before me, the undersigned authority in and for the jurisdiction above stated, JERRY B. ROBERTS, who acknowledged to me that she is President of CONSTRUCTION MANAGE-MENT, INC., a Mississippi corporation, and that as such, she did , sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of the said corporation, she being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal this the  $\underline{1570}$  day of

misslon expires: EN CONTRESION FORMES JUNE 24 1803

Grantor:

Grantee:

Construction Management, Inc. Alfred T. Bogen, Jr. Post Office Box 5373 6080 Pear Orchard Drive Post Office Box 5373 Jackson, Ms. 39216

Jackson, Ms. 39211

# ora 176 rate356

WARRANTY DEED

3185

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned VICTOR GOLOWASH, whose address is 106 Leota Lake Drive, Route #2, Ohatchee, Alabama, 36271, does hereby sell, convey and warrant unto STANLEY A. HERREN and wife, REBECCA G. HERREN, whose address is 766 North Sunset Drive, Yazoo City, Mississippi, 39194, as joint tenants with full rights of suvivorship and not as tenants in common, the following described land and property situated in Madison County, State of Mississippi, to-wit:

A parcel of land lying and being situated in the NW 1/4 of the NW 1/4 of Section 1, Township 7 North, Range 1 East, Madison County, Mississippi, and being described as follows, to-wit:

Commencing at the NE Corner of the NW 1/4 of the NW 1/4 of Section 1, Township 7 North, Range 1 East, Madison County, Mississippi; thence run West for a distance of 1273.42 feet; thence run South 00 degrees 03 minutes 32 seconds West for a distance of 645.58 feet to the Point of Beginning; thence continue 00 degrees 03 minutes 32 seconds West for a distance of 240.46 feet; thence run South 82 degrees 18 minutes 31 seconds East for a distance of 563.17 feet to the centerline of Twelve Oaks Place; thence run North 07 degrees 21 minutes 09 seconds East along the centerline of Twelve Oaks Place for a distance of 60.74 feet; thence around a curve right that has a chord that bears North 25 degrees 46 minutes 52 seconds East, a chord distance of 209.58 feet, with a radius 331.49 feet; thence run North 45 degrees 47 minutes 25 seconds West for a distance of 95.90 feet; thence run West for a distance of 588.04 feet to the Point of Beginning, containing 4.0 acres, more or less.

TIT 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 those certain restrictive covenants recorded in the office of the Chancery Clerk of Madison County, State of Mississippi, in Book 440 at Page 712, and those certain amended restrictive covenants recorded in 數元公。 Book 443 at Page 201.

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

THE ABOVE DESCRIBED PROPERTY is no part of the homestead of the undersigned Grantor.

WITNESS MY SIGNATURE this the 19th day of June, 1981

VICTOR GOLOWASHO

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named VICTOR GOLOWASH, who acknowledged that he 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 the //// day of June, 1981. Wy Commission Expires:

A STANDARD STATE OF MISSISSIPPI, County of Madison:

 ${\rm EOOX} \left[176 \right. {\rm PAGE} \, 358$ 

ş. . . . . 3386

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars
(\$10.00) cash in hand paid, and other good and valuable con-
sideration, the receipt and sufficiency of all of which is
hereby acknowledged, the undersigned, KOBERT HIRAM LUCIUS,
a single person do hereby sell,
convey, and warrant unto ROBERT HIRAM LUCIUS and REBECCA
ELAINE TATUM , as joint tenants with full rights
of survivorship and not as tenants in common, the following
described land and property situated in Madison
, Mississippi, more particularly
described as follows, to-wit:
Lot 54, GATEWAY NORTH SUBDIVISION, Part 2, a subdivision according to the map or plat there-of which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book 5 at Page 44 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

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

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 deficit on an actual proration, and likewise the Grantees agree to pay to the Grantors or their

assigns any amount overpaid b	y them.	OTH	
WITNESS MY SIGNATURE,	this the	day of June	
19_81			
Anton . Ga			
	ے تے	Robert Gram Jurius -	
•	R	OBERT HIRAM LUCIUS, SINGLE PERSON	
	_ A	SINGE TENDER	
•	• -	SINGLE PERSON	
•		Q	
STATE OF MISSISSIPPI	-		
· COUNTY OF HINDS	٠ ،		
THIS DAY personally a	appeared	before me, the undersigned	
Notary Public in and for sa	id county	, the within named	
ROBERT HIRAM LUCIUS, A S	SINGLE PE	RSON, who acknow-	
ROBERT HIRAL DOCUMENT	nd delive	red the within and foregoing	
ledged that <u>he</u> signed a	nd derre	in mentioned.	4
instrument on the day and y	ear there	and of office this	
•		ial seal of office, this	,
the day of June		, 19 <u>01</u> ,	
1	*		
	•	Soudio I O'M live	,
The state of the s		NOTARY PUBLIC .	
Million Corrigsion Expires:			
My Countain Expires October 17, 1984.			
		,	
		ADDRESS.	;
GRANTORS ADDRESS:	•	GRANTEES ADDRESS:	
129 Rivergate Cove	_	129 Rivergate Cove	•
**		Jackson, Ms. 39211	
Jackson, Ms. 39211	- "		
		-	
*	* 7		
		• •	,
STATE OF MISSISSIPPI County of Madison:			ed
Billy V. Cooper - Clerk of the Chanceny	Court of said	County, certify that the within instrument was file.	πd
for record in my office this conday of	18 w 5 1001	10 Book No.J. Kur. on Fage . V. T. II.	in
was duly recorded of the way day of my office with hand and seal of office this the	ኞችof	0011 & 0 1981 Is	
The Property Hand and Sear of Other was the	63L		_
	m <del>e</del>	By ), Une first	. C
THE CHELL STATES	•	-	

STATE OF MISSISSIPPI COUNTY OF MADISON

### SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due the certain indebtedness due and owing herein unto Mid State Mortgage Company, which indebtedness is secured by a Deed of Trust dated March 17, 1978, and recorded in Book 440 at Page 704 of the records of the Chancery Clerk of Madison County, Mississippi, the undersigned, CANTON EXCHANGE BANK, a Mississippi Corporation, does hereby sell, convey, and specially warrant unto ROBERT HIRAM LUCIUS, a single person, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot 54, GATEWAY NORTH SUBDIVISION, Part 2, a subdivision according to the 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 44 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

Grantors do transfer and assign any interest in all accrued escrow accounts, and in any insurance policies to Grantees for the purpose of prorating taxes and insurance. It is assumed that the funds in the escrow account are sufficient at the present time but when said escrow is analyzed should a shortage be found to exist then the Grantors agree to pay to the Grantees or their assigns any deficit that might exist as of the date of this transfer.

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

WITNESS MY SIGNATURE, this the ______/8 day of June,

\$1. (2.4) (1) (4.4) CANTON EXCHANGE BANK, a Mississippi Corporation

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By:

Douglas Rasberry Sr. Vice President and Cashiers

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STATE OF MISSISSIPPI COUNTY OF MALISON

1981.

personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Douglas Rasberry, who being by me first duly sworn states on oath that he is Sr. Vice President and Cashier of Canton Exchange Bank and who acknowledged to me that for and on behalf of said Canton Exchange Bank, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the  $\$  day of June, 1981.

mints Story Exptres:

Elum & Latiner NOTARY PUBLIC

GRANTORS ADDRESS:

P. O. Box 293

Canton, Ms. 39046

GRANTEES ADDRESS:

129 Rivergate Cove

Jackson, Ms. 39211

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### ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 (\$10.00) Dollars, cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption and agreement to pay the balance of the indebtedness due and owing on the hereinafter described property as secured by that certain Deed of Trust executed in favor of First National Bank, 'dated August 19, 1977 and recorded in Book 433, Page 159 of the records on file in the office of the Chancery Clerk of Madison County, Mississippi, we, the undersigned Grantors, DOUGLAS A. JENNINGS and wife, DONNA W. JENNINGS, of Route 1, Box 82-X, Terry, Mississippi, do hereby sell, convey and warrant unto Grantee, BOB HANEY, of 573 Pine Needle Court, W., Ridgeland, Mississippi, the following described land and property, lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

Lot 52, COUNTRY CLUB WOODS, Part 4, 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 6, Page 12, reference to which map or plat is hereby made.

This conveyance is made subject to any reservation of oil, gas or other minerals in, on or under the subject property as recorded in the aforesaid Chancery Clerk's office.

There is also hereby transferred to the Grantee the hazard insurance policy covering the above described property.

Ad valorem taxes for the year 1981 are to be prorated by and between the parties as of the date of this conveyance.

WITNESS OUR SIGNATURES, this the 13th, day of June, 1981.

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority

in and for the jurisdiction aforesaid, the within named DOUGLAS A. JENNINGS and wife, DONNA W. JENNINGS, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

day of June, 1981. Autoral B. Amoch:

TATE OF MISSISSIPPI County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for recorded on the day of 1981, 1981, at 5.00 clock M., and was duly recorded on the day of 1981, 1981, at 5.00 clock M., and my office within the day of 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 1981, 198

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

Signature with



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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and for other good and valuable considerations, the receipt of which is hereby acknowledged, I, JOHN T. KING, do hereby convey and warrant unto TALMADGE & TALMADGE, INC., a Mississippi corporation, the following described property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

A certain parcel of land being situated in the East ½ of the Northeast ½ of Section 36, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the intersection of the western right of way line of Ridgewood Road with the eastern right of way line of U.S. Highway No. 51 as both roads are now-laid out and improved, and run southwesterly along the eastern right of way line of U.S. Highway No. 51 for 200.0 feet to the point of beginning; thence continue southwesterly along last mentioned call a distance of 170.0 feet; turn thence to the left through a deflection angle of 106 degrees 28 minutes and run southeasterly for 232.25 feet to the western right of way line of Ridgewood Road; turn thence to the left through a deflection angle of 106 degrees 04 minutes and run northerly along the western right of way line of Ridgewood Road for 170.0 feet; turn thence left through a deflection angle of 90 degrees 00 minutes and run westerly 72.82 feet; thence right through deflection angle of 32 degrees 32 minutes and run northwesterly 69.91 feet to the point of beginning, containing 28,762 square feet, more or less.

The conveyance and warranty hereof are made subject to the following: any and all existing easements and/or rights of way for roads and public utilities; the City of Ridgeland, Mississippi and Madison County zoning and subdivision regulation ordinances; the lien of state, county and city ad valorem taxes for the year 1981 which taxes will be prorated between the Grantors and the Grantee. This conveyance is further subject to any mineral rights reserved by prior owners.

WITNESS my signature, this, the 18th day of June, 1981.

But of the

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned, authority in and for the jurisdiction aforesaid, the within named JOHN T. KING, who acknowedged 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, this the day of June, 1981.

Collin Budenci (Haas

FOR AND IN CONSIDERATION of the sum of Ten Dollars. (\$10.00), cash in hand paid and for other good and valuable considerations, the receipt of which is hereby acknowledged, we, JOHN T. KING and JOHN B. WALKER, JR., do hereby convey and warrant unto JOHN T. KING the following described property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

A certain parcel of land being situated in the East ½ of the Northeast ½ of Section 36, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the intersection of the western right of way line of Ridgewood Road with the eastern right of way line of U.S. Highway No. 51 as both roads are now-laid out and improved, and run southwesterly along the eastern right of way line of U.S. Highway No. 51 for 200.0 feet to the point of beginning; thence continue southwesterly along last mentioned call a distance of 170.0 feet; turn thence to the left through a deflection angle of 106 degrees 28 minutes and run southeasterly for 232.25 feet to the western right of way line of Ridgewood Road; turn thence to the left through a deflection angle of 106 degrees 04 minutes and run northerly along the western right of way line of Ridgewood Road for 170.0 feet; turn thence left through a deflection angle of 90 degrees 00 minutes and run. Westerly 72.82 feet; thence right through deflection angle of 32 degrees 32 minutes and run northwesterly 69.91 feet to the point of beginning, containing 28,762 square feet, more or less.

The conveyance and warranty hereof are made subject to the following: any and all existing easements and/or rights of way for roads and public utilities; the City of Ridgeland, Mississippi and Madison County zoning and subdivision regulation ordinances; the lien of state, county and city ad valorem taxes for the year 1981 which taxes will be prorated between the Grantors and the Grantee. This conveyance is further subject to any mineral rights reserved by prior owners.

WITNESS our signatures, this, the IT day of June,

なりがいまん

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned, authority in and for the jurisdiction aforesaid, the within named JOHN T. KING and JOHN B. WALKER, JR., who acknowedged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal, this the day of June, 1981.

Of Mississippi, County of Madison:

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

Do Clyn Burkner (Mas)

# MARRANTY DEED COCK 176 PAGE 368

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00),
cash in hand paid and other good and valuable considerations, the
·
CYNTHIA L. GANT Twin Oaks, Madison, Miss. 39110
receipt of all of which is hereby acknowledged, JOSEPH D. GANT and  CYNTHIA L. GANT Twin Oaks, Madison, Miss. 39110  hereby sell, convey and warrant unto DAVID R. BROWN  107 Twin Oaks, Madison, Miss. 39110
107 Twin Oaks, Madison, Miss. 39110
as joint tenants with full rights of survivorship and not as tenants
in common, the following described land and property situated in
Lot 28, TRACELAND NORTH, PART 6, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi as now recorded in Plat Cabinet B, Slide 28.
There is excepted from the warranty of this conveyance a Deed of
Trust to <u>Deposit Guaranty Mortgage Company</u>
which is on file and of record 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 all their 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 above-described property.
It is agreed and understood that ad valorem taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantors agree to pay to the Grantees or their assigns any deficit on an actual proration. Likewise, the Grantees agree to pay to the Grantors or their assigns any amount overpaid by them.
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 SIGNATURES this the 18th day of June , 19 81 .
CYNTHIA I. GANT JOSEPH D. GANT
STATE OF MISSISSIPPI, COUNTY OF HINDS  Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named
My commission populate NOTARY PUBLIC NOTARY PUBLIC
STATE OF MISSISSIPPI, County of Madison:  The Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify that the within instrument was filed for according to the Chancery Court of said County, certify the Chancery Court of said County, certify the Chancery County Count
BILLY V. COOPER, Clerk

100x 176 rate 369

FOR AND IN CONSIDERATION of the sum of Ten Dollars cash in hand paid, and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, we, BOBBY L. BOYLES and GLYN BOYLES, do hereby sell, convey and warranty unto TOMMY DUNLAP, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

All of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 lying south and southeast of Stokes Road and is situated in Section 29, Township 9 North, Range 1 East, which is 3.25

WITNESS OUR SIGNATURES, this the 2/ day of April, 1981.

BOBBY L. BOYLES

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named BOBBY L.
BOYLES and GLYN BOYLES, who each acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned. therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 200 of April, 1981.

My Commission Expires:

Sigsippi-County of Madison: Clerk/ofs the Chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certify that the within instrument was filed in the chancery Court of said County, certified in the chancery County County, certified in the chancery County C

seal of office, this the .....of ... JUN 2 5.1981...

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Barbara_Starling_Ricks_et_al	TOGeorge_Johnson_et_ux
· 1	LAND DEED
STATE OF MISSISSIPPI, XXXXXX COUNTY OF MADISON	8054 176 1ASE 37(100 DEXED)
KNOW ALL MEN BY THESE PRESENTS:	1320
THAT Ne, Barbara Starling Ric	cks, Sanford McLaughlin, and Edna Starling also
known as Etna Starling	
for and in consideration ofTen_Dollars_	and other good and valuable consideration
to us in hand paid we do	hereby sell, convey and warrant to
GEORGE JOHNSON and wife, MARTHA JOHN:	SON, as tenants by entirety with full rights of
the following described land and property in/	
Mississippi, as shown by plat of said	dition or Subdivision to the City of Canton, Sub-Division which is now on file in the Chancery ssissippi, in Plat Book No. 2, Page 8 thereof.
McLaughlin, Deceased, who died intests and left as his sole surviving heirs-a Sanford McLaughlin, one of the grantor about June 8, 1980, and her Last Will in the Chancery Clerk's Office of Fadi according to her last will and testam of the grantors herein.  The above described property is subject	lin were the sole surviving heirs-at-law of Sanders ate on or about the 16th day of September, 1963, at-law, his widow, Hattie McLaughlin, and his son, rs herein. Hattie McLauglin died testate on or and Testament is probated in Cause No. 24,907, ison County, Mississippi, and her sole beneficiaries ent are Barbara Starling Ricks and Edna Starling, two ct to an easment for sanitary sewage running across rument dated March 25, 1942, and recorded in Book
The said Sanford McLaughlin is a minor	whose disability of minority has been removed
No. 25-128 . Sanford McLaughlin ac by the inheritance from his deceased of As part of their warranty, grantors he described property for the year 1980. homestead property of the grantors her	lison County Chancery Clerk's Office, in Cause cquired a ½ undivided interest in this property father, Sanders McLaughlin. Erein covenant to pay all taxes assessed to the above The property above described is no part of the rein.
Witness Our hand this the 25.	day of November 19 80
Signed in presence of	Jufus Yhlinglals
	Saprord McLaugh My
STATE OF MISSISSIPPI,  KKNAKK COUNTY OF Madison	
Personally appeared before me, the undersigned	ed authority - a Notary Public - a Notary Public
in and for said county, the within named	American Table 1 and 1 a
who severally acknowledged that _they _ s	signed and delivered the foregoing instrument at the time
therein stated, as their	act and deed.
Given under my hand and seal of office th	his 29TH day of November 19 80
market and the second s	Con. Da
My Commission expires	9
Filed for record atM.,, 19.	R ecorded, 19 Bk Page,
	- Chancery Clerk
•	Ву:

Q

BOUK 176 PAGE 371

STATE OF FLORIDA COUNTY OF Dade

Personally appeared before me, the undersigned authority, a Notary Public, in and for said County and State, the within named Barbara Starling Ricks, who acknowledged that she signed and delivered the foregoing instrument at the time therein stated, as her act and deed.

Given under my hand and seal of office, this the 95day of November, 1980.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE'
ANY COMMISSION EXPIRES SEPI 25 1943
CONDED THRU GENERAL INS. UNDERWRITERS My Commission expires:

STATE OF MISSISSIPPI, County of Madison:

hand and seal of office, this the . . .

ARIGHT & PHILLIPS Ahomeye Al Lew P. O Box 406 rhuge, Mes 39051

# QUIT-CLAIM DEED WORKS

PATRICIA A. WATFORD. THE GRANTOR

427-98-0655

for and in consideration of . Ten dolbas (610.00)

3203

convey and quit claim to Jimmie FAE'S WATFOR &

the following described real estate, situated in the STATE OF MISSISSIPPIT:

A LOT OR PARCE OF LAND FRONTING 210.0 FEET ON THE EAST SIDE OF
THE CANTON AND LIVINGSTON ROAD IN THE TV W 1/4 SECTION 27, TOWNShip 9"
NIONTH RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI, Amb BEING MONE
PANTICULARLY DESERVED AS FROM THE INTERSECTION OF THE SOUTH LINE OF THE NW 14 of SECTION 27, WITH THE EAST ROW line of CANTON & LIVING STON BOAD, RUN THENCE NOATH 4000 EAST FOR 903.0 FEET TO SOUTHWEST CORNER OF TRACT BEING JESCRIBED, AND POINT OF BEGINNING, AND FROM SOID FOINT OF BOGINNING, RUN THENCE 4000 EAST FOR 2000 FEET Blong THE SAID EAST Agw of Road, Thence Running South 50 00' EAST FOR 210.0 FECT,

The NOE RUNNING SOUTH 40 00 WEST FOR 210.0 FEET, Thence Running

NOATH 50 00' WEST FOR 210.0 FEET TO THE point of heginning; Ambers

Containing IN All 1.0 ACRES, MORE OR LESS, And All being Situated in the

NW 14 of Section 27, Township 9 NoATH, RANGE 2 EAST, Madison. County BOOK 100 PAGE. 368 mississippi.

A PARCEL OF IAND CONTAINING IN All 1.0 BCRES, MORE OR LESS, IN Also. THE NW PART OF THE SE /4 OF SW/4. SECTION 30, TAN, AZE, MAdison COUNTY, Mississippi

BOOK 113

PAGE 83

Dated this

day of Alene

Signod Scaled and

C_ (SEAL)

Individual Acknowledgment (Alaska)

Notary Public for Alaska. My commission expires Oct. 6

office. Witness my liand and seal of office, this the .... .....NUN 2,5 1981

BILLY V. COOPER, Clerk

By D. 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, We, EDNA STARLING a/k/a ETNA STARLING and BARBARA ANN STARLING RICKS, Grantors, do hereby convey and forever warrant unto the CITY OF CANTON, MISSISSIPPI, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSISSIPPI, Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Massissippi, to-wit:

A lot or parcel of land fronting 50 feet on the south side of Union Street, and being all of Lot 18 and Lot 19, Block B, Miller's Sub-Division, City of Canton, 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 shall be prorated as follows, to-wit: Grantor: 5/12; Grantees: 1/12.
- 2. City of Canton, Mississippi, Zoning Ordinance of 1958, as amended.
- 3. Prior reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.

VITNESS OUR SIGNATURES on this the 35 day of Line

EDNINGSTARLING ATE/A ETHA STARLING THE BARBARA ANN STARLING RICKS

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, EDNA STARLING a/k/a ETNA STARLING, who acknowledged to me that she 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 3d day

Notary Public

SHALL Y STATES:

.

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, BARBARA ANN STARLING RICKS, who acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated therein stated.

of -- Live UNDER MY HAND and official seal on this the 3rd day A STATE OF THE STA

Tranto Company Company

Edna Starling P. O. Box 57 Canton, Nississppi

Grantees:

City of Canton City Hall Canton, Mississippi 39046

Maring and American 

LAND DEED

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THE STATE OF MISSISSIPPI.

COUNTY OF MADISON .

San Company

For and in consideration of the sum of \$10.00 and other good and valuable considerations, receipt of which is acknowledged, and further to settle property rights between the parties, we, Therman L. Howard, Sr. and wife, Denone Rae S. Howard, do hereby sell, convey and warrant unto DENONE RAE S. HOWARD, the following described land and property situated in Madison County, Mississippi, to-wit:

Fifty-seven (57) feet evenly off the South end of Lots 1, 2, 3 and 4 of Block 29, when described with reference to plat or map of the Town of Ridgeland, according to map or plat thereof on file in Plat Book 1 at Page 1 in the office of the Chancery Clerk of Madison County, Mississippi. Clerk of Madison County, Mississippi.

Together with all improvements situated thereon, including the residence, and all furniture, appliances and fixtures in and about said residence.

Witness our signatures this 30 day of July 1980.

THE STATE OF MISSISSIPPI COUNTY OF KINDS

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Therman L. Howard, Sr. and wife, Denone Rae S. Howard, who severally acknowledged that they each signed and delivered the foregoing instrument as their act and deed on the date therein named. Given under my hand and official seal this

30 day of _ NOTARY/ PUBLIC. By Commission Expres March 7, 1982
My Commission expires

County of Madison:

for recovering the chancery Court of said County, certify that the within instrument was filed for recovering the chancery Court of said County, certify that the within instrument was filed for recovering the county of the chancery Court of said County, certify that the within instrument was filed for recovering the county of the chancery Court of said County, certify that the within instrument was filed for recovering the county of the chancery Court of said County, certify that the within instrument was filed for recovering the county, certify that the within instrument was filed for recovering the county of the chancery Court of said County, certify that the within instrument was filed for recovering the county of the chancery Court of said County, certify that the within instrument was filed for recovering the county of the chancery Court of said County, certify that the within instrument was filed for recovering the county of the chancery Court of said County, certify that the within instrument was filed for recovering the county of the county o

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, L. D. YOUNG, III, Grantor, do hereby convey and forever warrant unto REBECCA SUE YOUNG, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

East one half (E1/2) of Northeast Quarter (NE1/4) of Section 23, Township 11 North, Range 4 East.

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 shall be prorated as follows: Grantor: 5/12ths; Grantee: 7/12ths.
- 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. A right-of-way for a county road which run along the North Boundary of said property.
- 4. A royalty deed dated October 30, 1943 and recorded in Deed Book 26 at page 564, which conveys an undivided 1/16th of the whole of all oil, gas and other minerals on and under to be produced from said lands.
- 5. The reservation of an undivided one-half (1/2) interest in and to all oil, gas and other minerals under the above described tract, which was reserved in that certain warranty deed dated May 10, 1971, and recorded in Deed Book 122 at page

That any and all mineral interest in the property described hereinabove not previously reserved be, and the same are hereby conveyed unto the Grantee herein.

WITNESS MY SIGNATURE on this the  $20^{th}$  day of June, 198]

Young,

STATE OF MISSISSIPPI

COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 20th day

WWAM R. C. Was

274 Messoghion Avenue Athens, Greece

Grantee: 844 Dogwood Cir Macon, Ga. 31210

Hebsige Withes:

BILLY V. COOBER, Clerk

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# 600x 176 HAGE 377

## WARRANTY DEED

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INDEXED 3267

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 WIMPY DENNIS BUILDERS, INC., Grantor, does hereby sell, convey and warrant forever unto HAROLD C. BUTLER and wife, JEAN R. BUTLER, Grantees, as joint tenants with full rights of survivorship, and not as tenants in common, the following described land and property lying and being situated in the County of Madison, State of Mississippi, more particularly described as follows, to-wit:

A certain parcel of land lying and being situated in part of lots 1,2,3,& 4, Block 34, Town of Ridgeland, Madison County, Mississippi, and being more particularly described by metes and bounds as:

Commencing at the southeast corner of said Block 34 and run north 00 degrees 20 minutes east along the west right-of-way line of Perkins Street a distance of 285.0 feet to the point of beginning; thence continue north 00 degrees 20 minutes east along last mentioned call a distance of 100.00 feet; thence north 89 degrees 40 minutes west along the south right-of-way line of Washington Street a distance of 200.00 feet; thence south 00 degrees 20 minutes west a distance of 100.00 feet; thence south 89 degrees 40 minutes east a distance of 200.00 feet to the point of beginning.

EXCEPTED FROM the warranty herein is any prior reservation of all oil, gas and other minerals.

THIS CONVEYANCE is made subject to all applicable building restrictions, covenants, zoning ordinances, rights-of-way and all easements of record.

GRANTOR HEREIN hereby agrees to pay all taxes to be assessed for the year 1981.

WIMPY DENNIS BUILDERS IN

DDECTDENT

STATE OF MISSISSIPPI >> COUNTY OF MADISON

176 PAGE 378

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named H. W. DENNIS, who acknowledged to me that he is the President of WIMPY DENNIS BUILDERS, INC:, a Mississippi Corporation, and that as such, he did sign and cause to be affixed the signature of the said corporation to the above and foregoing instrument and deliver said instrument on the day and year therein mentioned and for the purposes therein stated, having been first duly authorized to so do and act.

GIVEN under my hand and seal of office on this the day

NOTARY PUBLIC D. Melson

My Commission Expires:

My Commission Expires Sept. 22, 1982

GRANTOR:

P. O. Box 138 Ridgeland, Ms. 39157

**GRANTEES:** 

Route 3, Box 319 Jackson, Ms. 39213

SPATE OF MISSISSIPPI, County of Madison	7:
Billy V. Cooper Clerk of the Chan	cery Court of said County, certify that the within instrument was filed
for record in my office this.	JUN 4 0 1981 19, at 2
was duly recorded on the	JUN 2 6 1981 19
Witness fr.y hand and seal of office, this	BILLY V. COOPER, Clerk
	BILLY V. COOPER, Clerk By D. Wuft, 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 sekis, conveys and warrants specially unto Annie R. Williams, single

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

, County of

Lot Nineteen (19), Presidential Heights, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which map or plat 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 of payment of which said taxes, special assessments and levies is assumed by the Grantee herein.

, 19 81 has set his IN WITNESS WHEREOF the undersigned on this 4th day of June 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 HUD Branch Development, under authority and by virtue of the Code of Federal Regularities. Urban Development, under authori Chapter II, Part 200, Subpart D.

WITNESSES: Dancey Diamos SECRETARY OF HOUSING AND Thomas C. Smith, Jru Chie, Tell Area Office Loan Mgt & Prop. Dis HUD Area Office, Jackson, Mississ

STATE OF MISSISSIPPI

99

COUNTY OF HINDS

PERSONALLY appeared before me, Maudene W. Brown , the undersigned notes, in and for said County, the within named Thomas C. Smith, Jr. who is personally 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 bearwell known to me and known to me to be the person who executed the foregoing instrument of the authority vested in him by the Code of ing date June 4, 1981 , by virtue of the authority vested in him by the Code of ing date June 4, 1981 , by virtue of the authority vested in him by the Code of ing date June June 1, 1981 , who acknowledged that he 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 signed and delivered the foregoing instrument on the day and year therein mentioned as Area signed and delivered the foregoing instrument on the day and year therein mentioned as Area signed and delivered the foregoing instrument on the day and year therein mentioned as Area signed and delivered the foregoing instrument on the day and year therein mention as Area signed and delivered the foregoing instrument on the day and year therein mention as Area signed and delivered the foregoing instrument on the day and year therein mention as Area signed and delivered the foregoing instrument on the day and year therein mention of the day of the control of the property Disposition Branchi.

Secretary of Housing Area of the undersigned as Area signed and delivered the foregoing instrument on the day and year therein mention as Area signed and delivered the foregoing instrument on the day and year therein mention as Area signed and delivered the foregoing instrument on the day and year therein mention of the day of the undersigned as Area signed and delivered the foregoing instrument on the day and year therein mention of the day of the undersigned as Area signed and delivered the fo

MY COMMISSION EXPIRES:

October 3, 1982

3272

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, BARBARA KATHLEEN STEEN, do hereby sell, convey and warrant unto TERREL B. LAMKIN, JR. and PAMELIA F. LAMKIN, 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:

One-half (1/2) acre, more or less, situated in Section 6, Township 9 North, Range 3 East, and particularly described as follows:

All that land lying North of a public road currently known as Morgan Road running East and West which intersects with Old Highway 51 currently known as McBride Road near the South line of said Section 6, and which lies East of said Old Highway 51 and which lies West of a drain or ditch, and being in the shape of a triangle; said land now lying West of the present U. S. Highway 51; and further described as that tract of land conveyed by the warranty deed executed by Susie E. Ewing and J. A. Ewing to Archie Vinson on February 19, 1930 and recorded in Deed Book 7 at Page 470 in the office of the Chancery Clerk of Madison County, Mississippi, and this property being the same property conveyed to Barbara Kathleen Steen by R. L. Woods in the warranty deed dated November 11, 1976 and recorded in Deed Book 151 at Page 507 and by Mildred W. Bryant in the warranty deed dated November 11, 1976 and recorded in Deed Book 151 at Page 508 in the office of the Chancery Clerk of Madison County, Mississippi.

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

- 1. Ad valorem taxes for the year 1981 which are to be
  paid ______by the Grantor and ______by the Grantees.
- 2. Zoning and sub-division regulation ordinance of Madison County, Mississippi.
- 3. Reservation by prior owners of record of all oil, gas and other minerals lying in, on and under the within described property.

WITNESS my signature this 22 day of June, 1981.

Barbara Kathleen Steen

STATE OF MISSISSIPPI

COUNTY OF MADISON

176 PAUE 381

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named BARBARA KATHLEEN STEEN who acknowledged that she signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN under my hand and official seal on this 22 day _, 1981. · · · · ·

*.....* 

(SEAL)

My commission expires:

GRANTOR: A STREET STEEN STEEN 360 Williams Street 39046 Canton Mississippi

والمدرورية والمراورة والمالة المنازلة والمنازلة والمنازلة والمالة والمنازلة والمنازلة والمنازلة والمنازلة والم

Terrel B. Lamkin, Jr. and Pamelia F. Lamkin Rt. 1, Box 240-A Canton, Mississippi 39046

TATE OF MISSISSIPPIC Country of Madison:

(In the Chancery Court of said Country certify that the within instrument was filed by record in my office this day of 19 at 4 declock M., and as duly recorded on the day of 1981 1981 19 Book No. 74. on Page 280. in my office the day of 1981 1981 19 1981 19 1981 19 1981 19 1981 19 19 1981 19 1981 19 19 1981 19 19 1981 19 19 1981 19 19 1981 19 1981 19 19 1981 19 1981 19 1981 19 19 1981 19 1981 19 1981 19 1981 19 1981 19 1981 19 1981 19 1981 19 1981 19 1981 19 1981 19 1981 19 1981 19 1981 19 1981 19 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1881 1 By D. Christian, D.C. EUCK 176 PALE 3825

IN CONSIDERATION of the sum of Ten Dollars (10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, we, LEMMIE WILSON, JR., GLORIA W. BROWN AND RAYMOND WILSON, do hereby convey and warrant unto LEMMIE WILSON, SR., the following described property situated in Madison County, Mississippi,

One (1) acre of land, more or less, situated in that part of the W 1/2 of NW 1/4 of NE 1/4 lying south of public road in Section 33, Township 10 North, Range 3 East, Madison County, Mississippi, said acre fronting 1.94 chains on the south side of said road and being more particularly described as commencing at the southwest corner of the NW 1/4 of NE 1/4 of said Section 33 and from said point run thence east for 3.61 chains and thence north for 4.89 chains to the southwest corner of the lot here being described and being the point of beginning, and from said point of beginning run thence north for 5.76 chains to the south side of the above mentioned road, thence in a southeasterly south for 4.95 chains, thence west for 1.75 chains to the point of leginning. This being the same property conveyed the undersigned on July 14, 1980 and of record in Land Deed Book 170 at page 168.

Grantee agree to pay the 1981 ad valorem taxes.

The above described land is no part of the homestead of the grantors. WITNESS OUR SIGNATURES, this 14 day of June, 1981.

STATE OF MICHIGAN COUNTY OF WAYNE

to-wit:

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

GIVEN UNDER MY HAND and official seal of office, this What day of

NOTARY PUBLIC VINCENT FULTON
N. Corv Public, Wayne County, Micli.

EXPLINES Action in _____ County, Mich.

Crantors Address: 6191 Domine St- Detroit, Michigan Grantec's Address: RI, Box 226 - Conton, Ms. 39046

500x 176 mag 383

STATE OF MICHIGAN

PERSONALLY AFFEARED BEFORE me, the undersigned authority in and for said county and state aforesaid, the within named GLORIA W. BROWN, who acknowledged to me that she did sign and deliver the foregoing instrument on the day and year therein mentioned as her act and deed.

GIVEN UNDER MY HAND and official seal of office, this 16th day of

Vincent July NOTARY PUBLIC

WINCENT FULTON

Netrry Public, Wayne County, Mich.

XAAT Reging in _______ County, Mich.

My Commission Expires February 12, 1983

STATE OF MISSISSIPFI

COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal of office, this 1941 day

1981.

1 ' ',

NE EXPERES: en commission Expires March 4, 1934.

TE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

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DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption and agreement to pay by the Grantees herein, when and as due, their pro-rata share of the outstanding balance of the rental 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 assigned, supplemented and amended by instruments filed for record in Book 455 at Page 512, Book 556 at Page 100, Book 462 at Page 362, Book 462 at Page 620, Book 476 at Page 565, Book 484 at Page 353 and Book 484 at Page 355, the undersigned, The Breakers, a general partnership whose general partners are Marcus J. Byrd and Paul Garner, Grantor, does hereby sell, convey and warrant unto _____ W. Michael Vise, M.D. _____, Grantee, leasehold interest in the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Unit 87, and an undivided interest in the common areas (and all other rights thereunto pertaining) of The Breakers, a Condominium, according to the Plan of Condominium for such project, the plats and exhibits attached thereto, as recorded in Book 466, Page 200; and the subdivision plat recorded in Cabinet B, Slide 39, in the Office of the Chancery Clerk of Madison County at Canton, Mississippi.

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

This leasehold conveyance is made subject to the following:

- 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 SIGNATURES, this the 5th day of Jenu 1981.

THE BREAKERS, A General Partnership

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Paul Garner and Marcus J. Byrd, who acknowledged that they are all the partners of The Breakers, A General Partnership, and 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, _, 1981.

My Commission Expires:

2-14-83

TE OF MISSISSIPPI; County of Medison: 

501x 176 PAUE 386

76 PAUE 386 EASEMENT WOF JOE 3276
FOR AND IN CONSIDERATION of the sum of \$1.00 cash in hand paid, the right of the Grantors and any subsequent owner of the tract described hereinbelow to make a maximum of five single-family sanitary sewer connections to the sanitary sewer line to be installed on the property described below and the reservation of sewage lagoon capacity to receive and treat the effluent from five (5) single-family residential dwelling units on said property, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned PHILLIP CRAMER and wife, CLARE RICE CRAMER, hereinafter referred to as "Grantors", do hereby grant, sell and convey unto THE TOWN OF MADISON, MISSISSIPPI, a municipal corporation, hereinafter referred to as "Grantee", a perpetual and irrevocable easement for the purpose of installation, construction, operation, maintenance, and repair of a sanitary sewer collection line. The land effected by the grant of this easement is located in Madison County, Mississippi, and is more particularly described as follows, to-wit:

> The easement granted hereby covers a strip of land 10 feet in width and being adjacent, along and parallel to the West right-of-way line of Rice Road, between the North line of Sandlewood Subdivision, and the South right-of-way line of Brookside Place, on the five (5) acre tract owned by Grantors located in the Southwest corner of Section 15, Township 7 North, Range 2 East, Madison County, Mississippi.

For the same consideration recited hereinabove, the Grantors do hereby further grant and convey unto the Grantee a temporary construction easement on the above-described property, said temporary easement being described as "a strip of land 25 feet in width and being adjacent to, along and parallel to the S. West right-of-way line of Rice Road", said easement to expire within 120 days from the date of execution hereof, or upon completion of the installation and construction of the aforementioned sanitary sewer collection line, whichever date shall first occur.

It is further understood and agreed that the easements granted hereby shall give and convey unto the Grantee, its employees, agents and assigns the right of ingress and egress on the property described hereinabove for purposes incident to the installation, construction, operation, maintenance and repair of the said sanitary sewer collection line.

It is expressly understood and agreed that the Grantee shall indemnify the Grantors for any loss or damage to said property which shall be caused by the Grantees, its employees, agents or assigns while on the property of the Grantors for the purposes of exercising the rights and powers granted hereby; and Grantee further agrees that subsequent to the construction of the said sewer line, the property demised hereby shall be put back in substantially the same condition as it was prior to the said construction.

IN WITNESS OF OUR SIGNATURES, this the 9 day of _, 1981.

**GRANTORS:** 

STATE OF COUNTY OF _____au

PERSONALLY APPEARED before me, the undersigned authority in and for the above County and State, PHILLIP CRAMER and CLARE RICE CRAMER, who stated that they signed and delivered the above and foregoing instrument on the day and year therein stated.

GIVEN under my hand and official seal of office, this  $_{ ext{the}}$   $_{ ext{}}$ day of

MISSISSIPPI, County of Madison:

hard and seal of office, this the ..... of ....

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

## INDEXECT BOOK 176 PAGE 388

## QUIT CLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, E. DAVID COX, by these presents, do hereby sell, convey, and quit claim unto JOHN ELLIS SOLOMON, all my right, title and interest in and to the following described land lying and being situated in Madison County, Mississippi,

3.891 Acres in the SW 1/4 of the SW 1/4 of Section 28 and the NW 1/4 of the NW 1/4 of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi, more fully described as follows:

and more particularly described as follows, to-wit:

Begin at the SW corner of Lot 36 of Gateway North Part II, a subdivision the record plat of which is recorded in Plat Book 5 at Page 44 of the Madison County Chancery Clerk's records and proceed thence:

and proceed thence:

(1) South 01° 54' East along the East line of the Lakeshore Drive 60 foot wide right—of-way for 72.2 feet to the point of curva—ture of a circular curve to the left with a radius of 1,278.07 feet; thence,

(2) Southeasterly along the East line of the Lakeshore Drive 60 foot wide right—of-way as defined by the above described circular curve for 291.84 feet to the point of tangency; thence,

(3) South 13° 34' East along the East line of the Lakeshore Drive 60 foot wide right—of-way for 10.04 feet to the NW corner of the Town of Ridgeland lift station lot; thence;

(4) South 76° 57' East along the North line of the Town of Ridgeland lift station lot for 24.93 feet; thence,

(5) South 13° 42' East along the East line of the Town of Ridgeland lift station lot for 25.0 feet to a point on the North line of the Charity Church Road 200 foot wide right—of—way; thence,

(6) South 76° 57' East along the North line of the Charity Church Road 200 foot wide right—of—way for 428.72 feet to the SW corner of the tract conveyed to Teresa Dodds and Ira Hoggatt by the deed recorded in Deed Book 157 at Page 384; thence,

(7) North 13° 03' East along the West line of the Teresa Dodds and Ira Hoggatt tract for 240.50 feet to a point on the South line of Lot 29, Gateway North Part II; thence,

3280

# BOUR 176 PAGE 389

(8) North 730 44' West along the South L'ine of Lot 29 Gateway North Part II for 24.59 feet to the SE corner of Lot 30 24.59 feet to the SE corner of Lot 30
Gateway North Part II; thence,
(9) North 660 31' West along the South
line of Lot 30 Gateway North Part II for
90.9 feet to the SE corner of Lot 31,
Gateway North Part II; thence,
(10) North 530 08' West along the South
line of Lot 31, Gateway North Part II for
91.3 feet to the SE corner of Lot 32,
Gateway North Part II; thence, North 410
15' West along the South lines of Lots 32
and 33.of Gateway North Part II for 156.1
feet to the SE corner of Lot 34 of Gateway
North Part II; thence, North Part II; thence, (11) North 840 23' West along the South lines of Lots 34, 35 and 36 of Gateway North Part II for 258.00 feet to the point of beginning.

WITNESS MY SIGNATURE hereto affixed, this 1315

day of April, 1981.

STATE OF MISSISSIPPI COUNTY OF HINDS

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

GIVEN UNDER MY HAND and official seal of offic

/37th day of April, 1981.

My Commission Expires:

M. Immission Expires Majob 47, 1934.

理性的 ************* STATE OF MISSISBIPPI, County of Madison:

STATE OF MISSISBIPPI, County of Madison:

STATE OF MISSISBIPPI, County of Madison:

Solve of the Chancery Court of said County, certify that the within instrument was filed to the county of the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County, certify that the within instrument was filed to the county of said County of said County, certify that the within instrument was filed to the county of said County of BILLY V. COOPER, Clerk
By. ...., D. C.

600K 176 PAUE 390

STATE OF MISSISSIPPI COUNTY OF MADISON



#### QUITCLAIM 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 and sufficiency of which is hereby acknowledged, we, HENDERSON SMITH and Wife, ROSA LEE SMITH, do hereby convey and quitclaim unto LADELL C. BARNEIT and Wife, ETTA MAE BARNEIT, as Tenants by the Entirety 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:

Begin at an old axle marking the Northeast corner of the NWL NWL of Section 36, Township 8 North, Range 2 East, Madison County, Mississippi, and run thence South 89° 45' East 1273.7 feet along a fence line to a point in a creek bed; thence South 00° 35' West 683.1 feet along a fence line to an iron pin, and the point of beginning of the property herein described; and run thence South along an existing fence line for 2,000 feet, more or less, to a point on the North right-of-way line of an existing gravel road; turn thence Westerly and run a distance of 60 feet along the North line of the said existing gravel road to a point that is 60 feet due West of the said existing fence line; from said point run thence North and parallel with the existing fence line a distance of 2,000 feet, more or less, to a point which point lies 60 feet West of the point of beginning; run thence Easterly 60 feet, more or less, to the point of beginning; and containing 2.6 acres, more or less; and all lying and being situated in the E½ of NWL, Section 36, Township 8 North, Range 2 East, Madison County, Mississippi.

The Grantor, HENDERSON SMITH, does hereby less and except and reserves unto himself a life estate in and to all of the above described property.

WITNESS our signatures, this the 22 day of June, 1981.

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WITNESSES TO MARK:

may Jone Dow

Mary Ca. Odlaba

HENDERSON SMITH (His Mark)

ROSA LEE SMITH

- 1998 176 PAGE 391

#### STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the State and County aforesaid, HENDERSON SMITH and Wife, ROSA LEE SMITH, who acknowledged that they did sign and delivery the above and foregoing Quitclaim Deed on the day and will be a control of the day and will be a control o

day of June, 1981.

ownission Expires:

NOTARY PUBLIC

STATE OF MISEISSIPPI, County of Madison:

3281

STATE OF MISSISSIPPI COUNTY OF MADISON

This day personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, THOMAS JEFFERSON and wife, ELIZABETH JEFFERSON, to me known, who, after being duly sworn, on oath depose and say:

That the affiants are personally well acquainted with Charlie Smith and wife, Laura Smith, and are very familiar with the following described property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

Sixteen (16) acres off the North end of the Ek of the NWk of Section 36, Township 8 North, Range 2 East, Madison County, Mississippi.

I, THOMAS JEFFERSON, am 81 years of age and I, ELIZABETH JEFF-ERSON, am 71 years of age and each of us have lived in very close proximity to the above described property since the year 1939.

From 1939 until 1959, Addie Lee Smith was recognized in the community as the owner of all of the subject property and to the best of our knowledge and belief no one exerted or claimed any right, title or interest in the subject property adversely to Addie Lee Smith. Addie Lee Smith was in exclusive open and continuous possession of all subject property throughout this time. Addie Lee Smith paid taxes on the property and rented the property to Charlie Smith from about 1933 until 1959 when he purchased the property from her.

munity as the owner of all of the subject property and to the best of our knowledge and belief no one exerted or claimed any right, title or interest in the subject property adversely to Charlie Smith. Charlie Smith was in exclusive open and continuous possession of all subject property throughout this time. He continued to farm the property and used the same as pasture land. The pasture land was fenced. During the 1960's and early 1970's, Charlie Smith rented the land for pasture to Henderson Smith, who paid enough rent to pay the taxes on the property. During this time the existing fences were maintained by Charlie and/or Henderson Smith. This arrangement continued until 1975 when Charlie Smith sold the land to Ladell C. Barnett and wife, Etta Mae Barnett.

From 1975 up to the present date, Ladell C. Barnett and wife, Etta Mae Barnett, have been recognized in the community as the owners of all of the subject property and to the best of our knowledge and belief no one exerted or claimed any right, title or interest in the subject property adversely to Ladell C. Barnett and wife, Etta Mae Barnett. Ladell C. Barnett and wife, Etta Mae Barnett, were in exclusive open and continuous possession of all subject property throughout this time.

Ladell C. Barnett has kept the property fenced and has rented all land to Willie Galloway for pasture land.

To the best of our knowledge and belief, Ladell C. Barnett and wife, Etta Mae Barnett, together with their predecessors in title, have been in open, exclusive, continuous, apparent, uninterrupted possession of all subject property and have claimed same as theirs adverse to all others. Ladell C. Barnett and wife, Etta Mae Barnett, are recognized as owners of all subject property and to the best of our knowledge and belief no one else claims to own or have any interest therein.

WITNESS my signature, this the 22 day of June, 1981.

THOMAS JEFFERSON

Elizabeth Jofferson

ELizabeth Jefferson

SWORN TO AND SUBSCRIBED BEFORE ME, this the 22 day of

une : 119812

NOTARY PUBLIC

Commission Expires:

STATE OF MISSISSIPPI County of Madison:

tor record in my office this day of the Chancery Court of said County, certify that the within instrument was filed for record in my office this day of the chancery Court of said County, certify that the within instrument was filed to record in my office this day of the county of t

BILLY, V. COOPER, Clerk

By ... D. C

STATE OF MISSISSIPPI COUNTY OF MADISON

This day personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, HENDERSON SMITH, to me known, who, after being duly sworn, on oath deposes and says:

That he is the brother of Charlie Smith and is personally well acquainted with Charlie and Charlie's wife, Laura Smith, regarding their interest in the property situated in Madison County, Mississippi and being more particularly described as follows, to-wit:

Sixteen acres (16) off the North end of the East 1/2 of the Northwest 1/4 of Section 36, Township 8 North, Range 2 East, Madison County, Mississippi.

I, Henderson Smith, am 76 years of age and have lived in the neighborhood where the subject property is situated all my life and I am personally well acquainted with the following facts regarding the aforementioned subject property.

Our father owned the subject property from 1900 until he sold it to his borther-in-law, Willie Varnado. Varnado sold the property to our uncle, Wright Smith, who in turn, gave the property to his sister, Dora Smith Bartley, In October of 1930, our aunt, Dora Smith Bartley, deeded the property to our sister, Addie Lee Smith.

My brother, Charlie, started farming the land in 1933-34 and continued farming it after his marriage to Laura in 1935 and in fact, he continued to farm it until 1944 when he moved to Jackson, Mississippi.

Addie moved to Chicago in 1936 and lived there until her death in 1960.

For 8-10 years Charlie rented the land and house for cash rent and crop rent. In the mid-1950's he tore the house down, but he continued to rent the land for cash or crop rent until 1959, at which time he bought the land from our sister, Addie, by warranty deed.

in the year of 1930, Dora Bartley conveyed the subject property to Addie Lee Smith, who in turn conveyed the property in 1959, by; Warranty Deed to Charlie Smith, who in turn conveyed the property in 1975 by Warranty Deed to Ladell C. Barnett and Wife, Etta Mae Barnett.

From 1930 until 1959, Addie Lee Smith was recognized in the community as the owner of all of the subject property and to the best of my knowledge and belief no one exerted or claimed any right, title or interest in the subject property adverse to Addie Lee Smith. Addie Lee Smith was in exclusive open and continuous possession of all subject property throughout this time.

Addie Lee Smith paid taxes on the property and rented the property to my brother, Charlie Smith, from about 1933 until 1959 when he purchased the property from her.

recognized in the community as the owner of all of the subject property and to the best of my knowledge and belief no one exerted or claimed any right, title or interest in the subject property adverse to Charlie Smith. Charlie Smith was in exclusive open and continuous possession of all subject property throughout this time. He continued to farm the property and used the same/pasture land. The pasture land was fenced. During the 1960's and early's 1970's, Charlie Smith allowed me to rent the land for pasture. I paid enough rent to pay the taxes on the property. During this time the existing fences were maintained by my brother, Charlie, and/or me. This arrangement continued until 1975 when my brother Charlie sold the land to Ladell C. Barnett and wife, Etta Mae Barnett.

From 1975 up to the present date, Ladell C. Barnett and wife, Etta Mae Barnett, have been recognized in the community as the owners of all of the subject property and to the best of my knowledge and belief no one exerted or claimed any right, title or interest in the subject property adverse to Ladell C. Barnett and wife, Etta Mae Barnett. Ladell C. Barnett and

wife, Etta Mae Barnett, were in exclusive open and continuous possession of all subject property throughout this time.

Ladell C. Barnett has kept the property fenced and has rented all land to Willie Galloway for pasture land.

To the best of my knowledge and belief, Ladell C. Barnett and wife, Etta Mae Barnett, together with their predecessors in title, have been in open, exclusive, continuous, apparent, uninterrupted possession of all subject property and have claimed same as theirs adverse to all others. Ladell C. Barnett and Wife, Etta Mae Barnett, are recognized as owners of all subject property and to the best of my knowledge and belief no one else claims to own or have any interest therein.

WITNESS my signature, this the 22 day of June, 1981.

HENDERSON SMITH .

SWORN TO AND SUBSCRIBED BEFORE ME, this the 22 day of

NOTARY PUBLIC

Commission Expires:

May 27, 1985

Witness to Mark:

Man Jano Johnson

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

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### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in that and paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby expressly acknowledged, the undersigned J. H. WILSON, JR., and LUVERTA W. MARTIN, as Grantors, do hereby convey and warrant unto JOHN A. HOWARD, as Grantee, the following real property situated in Ridgeland, Madison County, Mississippi, described as follows, to-wit:

A certain parcel of land lying and being situated in Lot 5, Block 32, Highland Colony, in the Town of Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the Northwest corner of said Lot 5, as established by J. B. Webb, Registered Land Surveyor, number 1316, dated January 1977, and run north 89 degrees 05 minutes east along the north line of said Lot 5, a distance of 373.0 feet to the point of beginning; thence continue north 89 degrees 05 minutes east a distance of 181.13 feet; thence south a distance of 265.0 feet; thence south 89 degrees 05 minutes west along the north line of an access road a distance of 181.13 feet; thence north a distance of 265.0 feet to the point of beginning, containing 1.102 acres.

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

- 1. Ad valorem taxes and special assessments becoming a lien on the above described property from and after January 1, 1981, which taxes shall be prorated between the parties hereto at such time as they are assessed by Madison County, Mississippi, and the City of Ridgeland, Mississippi.
- 2. Existing easements for the installation and maintenance of utility and drainage facilities; prior reservation of all oil, gas and other mineral rights shown by the Land Records of Madison County, at Canton, Mississippi; zoning ordinances of the City of Ridgeland, Madison County, Mississippi; and any and all other matters that would be shown by the public records of Ridgeland, Mississippi, and Madison County, Mississippi.
- 3. Restrictions on use of all or a portion of the aforesaid property as a result of designation of same as flood-plain, floodway, or flood area under ordinances of the City of Ridgeland, Mississippi, or designation by ordinance or regulation

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of the United States government.

For the above same stated considerations, the undersigned do further grant unto the Grantee, his successors and assigns, a permanent perpetual easement for ingress and egress to the afore-described property on and across a strip of property fifty (50) feet in equal width, the northern boundary of which is 265 feet south of and parallel with the north boundary line of Lot 5, Block 32, Highland Colony subdivision, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi. Said easement is designated as "proposed road" on the survey of the property conveyed hereby, prepared by T. E. McDonald, Inc., dated 5-1-81, which survey or plat is recorded contemporaneously with this conveyance.

Grantors covenant that said property constitutes no part of their homesteads.

WITNESS OUR SIGNATURES, this the _5th day of Hoy, 1981.

J H. WILSON, JR.

LUNETTA W. MARTIN

STATE OF MISSISSIPPI

COUNTY OF HINDS: ::

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named J. H. WILSON, JR., and LUVERTA W. MARTIN, who, after first being duly sworn by me, on their oaths stated that they executed and delivered the above and foregoing Warranty Deed as their voluntary act and deed on the date set forth therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the

of May, 1981.

NOTARY PUBLIC Borre

his Commission Expires from 12. 1861;

