4576

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, I, the undersigned ELISE DAVIS hereby sell, convey and quitclaim unto SAMUEL DAVIS, all of my right, title and interest in and to certain real property situated in Madison County, Mississippi, more particularly described as follows, to-wit:

A lot or parcel of land fronting 157.3 feet on the east side of Old Canton Road, containing 1.01 acres, more or less, being 1.01 acres out of the Davis property conveyed by deed recorded in Deed Book 88 at Page 238 in the records of the Chancery Clerk of Madison County, Mississippi, said 1.01 acres being partly in Section 7, Township 9 North, Range 3 East and partly in Section 12, Township 9 North, Range 2 East, Madison County, Mississippi, when point of beginning of this survey is determined by measurements given in said deed from the NE corner SW ½ NE ½ of said Section 7, and more particularly described as follows:

Beginning at the NW corner of a tract of land conveyed to Sam and Elise Davis and recorded in Deed Book 88 at Page 238 in the records of the Chancery Clerk of said county, (said point of beginning being 60.11 chains west of and 14.445 chains south of the NE corner of the SW ½ NE ½ of said Section 7 according to said Davis deed) and run East for 279.8 feet to a point; thence S 03°10'E for 157.3 feet to a point; thence West for 279.8 feet to a point on the east right of way line of Old Canton Road; thence N 03°10'W along said east right of way line for 157.3 feet to the point of beginning.

WITNESS my signature this 21 day of Culful, 1981.

Elize Davis

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ELISE DAVIS, who acknowledged that she signed and delivered the above and forgoing instrument

809K 177 PAGE 401

on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21/2 day of

STATE OF MISSISSIPPI, County of Madison:

IN CONSIDERATION OF THE SUM of Ten Dollars (\$10.00) cash in mand paid and other good and valuable consideration, the receipt and surficiency or all which is nereby acknowledged, I, IDA HUBY SIMON KENDRICK, do nereby convey and warrant unto CYNTHIA M. JACKSON the following described property Lying and being situated in Madison County, Mississippi, to-wit:

A lot of land in the County of Madison, State of Mississippi, in NW 1/4 of SE 1/4 of Section 13, Township 9 North, Range 2 East and particularly described as: Beginning at an iron stake on the west line of a 15 loot right-of-way which runs along the east line of said NW 1/4 of SE 1/4, said stake being located 180 feet north along said west line of the 15 foot right-of-way from the north line of Couch Avenue extended due west from its western terminus as shown on the plat of Emma Couch Addition as recorded in Deed Book U on page 155 of the records in the Chancery Clerk's Office of Madison County, Mississippi. Said Couch Avenue extended is 30 feet in width from said iron stake run thence west 130 feet to a stake, thence north 70 feet to the southwest corner of the lot which was sold by V. Pratt Lutz to Angie Ballock by deed recorded in Land Deed Book 52 on page 400, thence east 130 feet to a stake, thence south along the west line of the above described right-of-way 70 feet to point of beginning. The above described lot shall have the use of the above described right-of-way for ingress and egress.

LESS AND EXCEPT from the above described property 7/8ths of the oil, gas and other minerals, it being the intention of this deed to convey 1/8th of the oil, gas and other minerals in and under the above described property.

The above described property is no part of the homestead of the grantor.

WITNESS MY SIGNATURE, this %/5/8/ day of August, 1981. A The Kuby Lin RUBY SIMON MACKLIN

County of: Orleans

PERSONALLY APPEARED before me, the undersigned authority in and for said X Signar and State aforesaid, the within named 1DA RUBY SIMON MACKLIN with the Mack to me that she did sign and deliver the foregoing instrument on the day and year therein mentioned as ner act and deed.

Ment on the day and year therein mentioned as ner act and deed.

MY COMMISSION EXPIRES: at dlata

MY

GRANTEE'S ADDRESS: Route Q. Box 25 Conton, Ms. 39046

STATE OF MISSISSIPPI, County of Madison:

سَانَ وَكُوْمُونُونُونُ الْمُعَالِّدُ وَالْمُعَالِّدُ وَالْمُعَالِّدُ وَالْمُعَالِّدُ وَالْمُعَالِّ

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 consideration, the receipt and sufficiency of which is hereby acknowledged and for the further consideration of Grantee's sole assumption of and agreement to pay as and when due that certain indebtedness owing unto Kimbrough Investment Company, which indebtedness is secured by a Deed of Trust dated May 17, 1979, and recorded in Book 456 at Page 721 of the records of the Chancery Clerk of Madison County, Mississippi, I, BARBARA A. WELLS, do hereby quitclaim and convey unto PAUL W. WELLS all my right, title and interest in and to 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 58, Pear Orchard Subdivision, Part IV, a subdivision according to the official map or plat thereof which is of record and of file in the Office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Book 5, Page 53, reference to which is hereby made in aid of and as a part of this description.

WITNESS MY SIGNATURE on this the 19 day of Nun ust

19<u>8</u>|

ADDRESS OF GRANTEE: 523 Sycamore Circle Ridgeland, Mississippi 39057 ADDRESS OF GRANTOR: 2921 Charleston Drive Jackson, Mississippi 39212

STATE OF MISSISSIPPI COUNTY OF

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named BARBARA A. WELLS, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 19% day of 219 8/

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this: Aday of August 19 11, at 3.40 o'clock 19 11, at

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

#### WARRANTY DEED

For a valuable consideration not necessary here to mention, cash in hand paid to the grantor by the grantee herein, the receipt of which is hereby acknowledged, and the further consideration of the cancellation of the balance due under that deed of trust executed by Stella Hayes Holliday to R. H. Powell, Jr., Trustee, to secure Mrs. Frances W. Hayes in the original amount of \$31,000.00, dated December 14, 1979, recorded in Land Record Book 465 at Page 713 thereof in the Chancery Clerk's Office for Madison County, Mississippi, I, JUSTA HELEN HAYES DUMAS, AS TRUSTEE UNDER THE WILL OF STELLA MAE HAYES HOLLIDAY, DECEASED, FOR THE USE AND BENEFIT OF STANLEY MARVIN HOLLIDAY, do hereby convey and warrant unto FRANCES W. HAYES, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot Twenty-eight (28) of HIGHLAND PARK ESTATES, a subdivision in the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said subdivision now on file in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description.

This conveyance is executed subject to:

- (1), Zoning Ordinance of the City of Canton, Mississippi.
- (2) Ad valorem taxes for the year 1981 which shall be prorated.
- (3) Reservation and/or exception by predecessors in title of an undivided one-half (1/2) interest in all oil, gas and minerals.
- (4) Restrictive covenants as shown by instrument executed by Phillips and Randel Lumber Company, dated September 16, 1960, recorded in Land Record Book 277 at Page 482 thereof in the Chancery Clerk's Office for said county.

WITNESS my signature this 21st day of August, 1981.

Justo Helen Houls Dunes Jouter Usta Helen Hayes Dumas, Trustee under the Will of Stella Mae Hayes Holliday, deceased, for the use and benefit of Stanley Marvin Holliday.

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Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named JUSTA HELEN HAYES DUMAS who as Trustee under the Will of Stella Mae Hayes Holliday, deceased, for the use and benefit of Stanley Marvin Holliday, acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official sealthis the 22 of August, 1981. 

STATE OF MISSISSIPPI; County of Madison:

# 80 × 177 76 ± 406 DEDEXED

WARRANTY DEED

For a valuable consideration not necessary here to mention, cash in hand paid to the grantor by the grantees herein, the receipt of which is hereby acknowledged, and the further consideration of Twenty-two Thousand Five Hundred Dollars (\$22,500.00) with interest and incidents due the grantor by the grantees herein as evidenced by promissory note described in and secured by purchase money deed of trust of even date herewith, I, FRANCES W. HAYES, do hereby convey and warrant unto FLETCHER H. RAY, JR., and VODA R. RAY, as joint tenants with rights of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot Twenty-eight (28) of HIGHLAND PARK ESTATES, a subdivision in the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said subdivision now on file in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description.

This conveyance is executed subject to:

- (1) Zoning Ordinance of the City of Canton, Mississippi.
- (2) Ad valorem taxes for the year 1981 which shall be prorated.
- (3) Reservation and/or exception by predecessors in title of an undivided one-half (1/2) interest in all oil, gas and minerals.
- (4) Restrictive covenants as shown by instrument executed by Phillips and Randel Lumber Company, dated September 16, 1960, recorded in Land Record Book 277 at Page 482 thereof in the Chancery Clerk's Office for said county.

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

cancellation of the vendor's lien herein retained.

\* WITNESS my signature thas 21st day of August, 1981.

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named FRANCES W. HAYES who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 2/st day 1981. of August

Sneguel E. Levy. Notary/Public

My commission expires:

Oct. 6, 1981.

wellings for The said history

Witness my name and see

STATE OF MISSISSIPPI, County of Madison: 

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



IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

RICHARD D. GILBERT ADA RUTH GILBERT MURRELL

AUG 1 9 1981

COMPLAINANTS

VS.

JAMES HARRIS, JR., CHARLIE HARRIS AND CHARLIE HARRIS, ET AL

NO. 25-310

DEFENDANTS

### DECREE CONFIRMING TITLE TO LANDS

THIS DAY this cause came on to be heard on the Complainant's Bill of Complaint to Confirm Title to certain lands herein described, against James Harris, Jr., Charlie Harris and Charlie Harris, if alive, and if dead, the heirs, devisees, executors, administrators, assigns or successors of said Defendants, and all other persons or corporations having or claiming any interest, right or title, either legal or equitable, in the hereinafter described lands, and process having been made herein on the Defendants by publication for the time and in the manner required by law in such cases, and the defendants herein being all of the possible owners, persons, parties, and corporations having a claim or interest in said lands, and no answer or pleading of any kind whatsoever having been filed herein " by or on behalf of any said possible party in interest, and the Court having heard and considered the pleadings and the evidence adduced in support thereof in this cause, is of the opinion and does hereby find as follows, to-wit:

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

2.

That the Complainant, Richard D. Gilbert, is the owner in fee simple entitled to be in possession of and in actual possession of the following described real property lying and being situated in

Rec. in Book 87 Page/04
The 19 day of June 198/
Billy Voccoper C. Skaslein D.O.

 $\begin{array}{l}_{\text{BOOK}}~177~\text{page}\,409\\ \text{BOOK}~~587~\text{page}\,108\end{array}$ 

Madison County, Mississippi, to-wit:

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."<sub>\$</sub>^ ₹•

Lot 3, Block 89, First Addition to the Village of Ridgeland, 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.

3.

That the Complainant, Ada Ruth Gilbert Murrell, is the owner in fee simple entitled to be in possession of and in actual possession of the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot 2, Block 89, First Addition to the Village of Ridgeland, 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.

4.

That the said lands are not now in any occupancy adverse to the Complainants, respectively, and that Complainants and their predecessors in title and interest have held said lands in actual, complete, exclusive, open, notorious, hostile and continuous undisputed possession, under color of title, adverse to the Defendants herein; have paid all taxes levied or assessed against said property; and, have cultivated, trimmed and cut the grass, and generally maintained the said property at all times subsequent to the year 1945.

5,

That summons has been made by publication on the Defendants herein for a period of more than thirty (30) days from the date of the first publication of said summons and that said publication was completed in due course as required by law in such cases; and, that no answer or other pleading has been filed in this cause by any of the said Defendants or their representatives.

6.

That the Court is satisfied that the Complainants are the true owners of the lands to which title is claimed by them, respectively, and that the said Complainants are entitled to the relief as prayed for by them, respectively, in their Bill filed herein and that title to said lands should be confirmed in them as each has prayed for in said Bill.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the title be, and it is hereby confirmed in Richard D. Gilbert in and to the

### 2004 177 PLC 410

### BOOK =87 PACE 109

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

Lot 3, Block 89, First Addition to the Village of Ridgeland, 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;

and the Defendants herein have no right, title or interest therein and all of their claims are held for naught.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the title be, and it is hereby confirmed in and to Ada Ruth Gilbert Murrell in the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot 2, Block 89, First Addition to the Village of Ridgeland, 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;

and the Defendants herein have no right, title or interest therein and all of their claims are held for naught.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Decree be, and the same shall be recorded in the Land Records of Deeds in the office of the Chancery Clerk of Madison County, Mississippi.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all cost to be assesed herein be, and the same are hereby taxed to the Complainants herein equally.

For all of which let execution issue.

SO ORDERED, ADJUDGED AND DECREED on this the 19 day of HUGUST . 

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the further consideration of the assumption and agreement to pay as and when due by the Grantee herein, the entire residual balances as and when due and which are secured by lien instruments, namely:

(a) an indebtedness secured by Deed of Trust dated October 23, 1973, Ruby J. Elliott, a/s/p, to Wortman & Mann, Inc., Beneficiary, Book 398 Page 554; and

(b) an indebtedness secured by Deed of Trust to State Mortgage & Investment Co., Inc., Baton Rouge, Louisiana, Beneficiary,

the undersigned, ROBERT J. JACKSON, et ux, RUBY J. ELLIOTT JACKSON, by these presents, do hereby sell, convey and warrant unto SAFTI-GUARD MFG. CO., INC., the land and property which is situated in Madison County, Ms., described as follows, to-wit:

A lot or parcel of land fronting 79 feet on the west side of Thornhill Avenue and being all of Lot 43, Rosebud Park Subdivision, Part 2, in the SE% SW% of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi.

The female Grantor is one and the same person as Ruby J. Elliott in whose name record title is vested, and the male Grantor joins herein to convey and divest his rights of homestead.

This conveyance and its warranty is further subject to easements, restrictive covenants and mineral reservations of record together with ad valorem taxes for the present year, which have been prorated as of this date by estimation, and will be adjusted to actual when ascertained as to amount.

For the same consideration, Grantors assign to Granteesall escrow funds for taxes and insurance, insurance policies as held by the beneficiary of the foregoing Deeds of Trust for the benefit of the undersigned.

WITNESS the respective hand and signature of the Grantors hereto affixed on this the 2/ day of August, 1981.

Robert J. Jackson

Kuly & Slist Yack

## STATE OF MISSISSIPPI COUNTY OF Friend

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named ROBERT J. JACKSON, et ux, RUBY J. ELLIOTT JACKSON, who each acknowledged to me that they signed and delivered the foregoing instrument for the purposes recited on the date therein set forth.

GIVEN under my hand and the official seal of my office on this the the day of August, 1981.

NOTARY PUBLIC

NOTARY P

My Control CExpires: My Commission Expires July 20 1981

Grantor M/A: 522 Thornhill, Canton, Ms. 39046

Grantee M/A: 3024 Highway 80 West, Jackson, Ms. 39204

STATE OF MISSISSIPPI, County of Madison:

my office.

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

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

<sup>4</sup>583

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, and for the further consideration of the assumption and agreement to pay as and when due by the Grantees herein, the entire residual balances as and when due and which are secured by lien instruments, namely:

- (a) an indebtedness secured by Deed of Trust dated October 23, 1973, Ruby J. Elliott, a/s/p, to Wortman & Mann, Inc., Beneficiary, Book 398 Page 554; and
- (b) an indebtedness secured by Deed of Trust to State Mortgage & Investment Co., Inc., Baton Rouge, Louisiana, Beneficiary,

the undersigned, SAFTI-GUARD MFG. CO., INC., by these presents, does hereby sell, convey and warrant unto THOMAS L. KANE, et ux; ALENE G. KANE, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in Madison County, Ms., described as follows, to-wit:

A lot or parcel of land fronting 79 feet on the West side of Thornhill Avenue and being all of Lot 43, Rosebud Park Subdivision, Part 2, in the SE% SW% of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi.

This conveyance and its warranty is further subject to easements, restrictive covenants and mineral reservations of record together with ad valorem taxes for the present year, which have been prorated as of this date by estimation, and will be adjusted to actual when ascertained as to amount.

For the same consideration, Grantor assigns to Grantees all escrow funds for taxes and insurance also insurance policies as held by the beneficiary of the foregoing Deeds of Trust for the benefit of the undersigned.

WITNESS the signature and seal of the Grantor hereto affixed on this the 21st day of August, 1981.

SAFTI-GUARD MFG. CO., INC.

Thomas L. Kane, President

## STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named THOMAS L. KANE, President for SAFTI-GUARD MFG. CO., INC., who as such officer acknowledged to me that he signed, sealed and delivered the foregoing instrument for the purposes recited on the date therein set forthwall as and for the act and deed of said corporation, he being first duly authorized so to do.

GIVEN under my hand and the official seal of my office on this the 21st day of August, 1981.

Advantage My Comm. Expires: We complete Extend Lat 19, 1925

My Comm. Expires: My Commission Expires Lily 19, 1925

Grantor & Grantee M/A: 3024 Highway 80 West, Jackson, Ms. 39204

STATE OF MISSISSIPPI, County of Madison:

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THE ALL ALGRECTIVE DEED TOT, MAS.
THE STATE OF MISSISSIPPI
County of <u>Nadison</u>
N CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) CASH IN HAND PAID.
AND OTHER COOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS
ERESY ACKHOULEDGED, I, Dorothy WilsonApt #28 Garden Circle Apts.
Jackson, MSDO HERENY SELL
Convey and warrant to Charles R. Vaughn and wife, Roxie Wilson Vaughn
Apt #28 Garden Circle Apts, Jackson, MS, as joint tenants with full rights of survivorship and not as tenants in common
the land described as
Commencing at the SE corner of the N2 of the N3 of the is of
Section 28, T7H, RIE, Hadison County, HS., and run thence west, 1584
feet, thence north, 333.50 feet, to the POB. Thence north, 333.50
fect, thence west, 112.0 fect, thence south, 333.50 feet; thence east
112.0 feet, to the POB. The property described herein is situated in
the Nig of the Nig of the NFL of Section 29, T7M, RIE, Madison County,
IIS, and contains 0.86 acre, more or less.
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Personally appeared before me,	THE STATE OF MISSISSIPPI, COUNTY OF	¥ = <
who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.  Civen under my hand and official seal at		<b>^.</b>
who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.  Given under my hand and official scal at	in said State, the within named	of the County of
the foregoing instrument on the day and year therein mentioned.  Given under my hand and efficial seal at	and	<del></del>
Civen under my hand and official seal at the day of		<del></del>
THE STATE OF MISSISSIPP, COUNTY OF Hinds  Personally appeared O. H. Burns  Winesses to the foregoing instrument, who, being first duly sworn, deposeth and raith that he saw the within named Dorothy Wilson  She subscribed thereto, sign and deliver the same to the said Charles R. Vaughn & F.e. Roxie. Wilson Vaughn, that he, this affitant, subscribed his name as a witness hereto, in the presence of the said.  SWORN TO and subscribed before me at the SWORN TO and subscribed before me at the April 1971 Apr		signed and delivered
THE STATE OF MISSISSIPPI, COUNTY OF Hinds  Personally appeared O.H. BUYNS  witnesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he saw the within named Porothy Wilson  **Motors: XXXII  **Motors: XXXII  **Motors: XXXII  **Motors: XXXII  **Motors: XXXII  **Motors: XXII  **Motors:	Given under my hand and official seal at	• • •
THE STATE OF MISSISSIFPI, COUNTY OF Hinds  Personally appeared O.H. BUYNS  one of the subscribing witnesses to the foregoing instrument, who, being first duly swore, deposeth and saith that he saw the within named Dorothy Wilson  whose name. She subscribed thereto, sign and deliver the same to the said Charles R. Vaughn & fee, ROXie-Wilson Vaughn, that he, this affiant, subscribed his name as a witness hereto, in the presence of the said.  Dorothy Wilson  SWORN TO and subscribed before me at the SWORN TO and subscribed before me at the Dorothy Wilson  SWORN TO and subscribed before me at the Town of Dorothy Wilson  Affiant.  Affiant.  All 1881.  All 1882. 2: 1884.  II/27 783  All 1881.  II/27 783  II/27 78	theday ofA. D. 19	— Mississippi, this
winesses to the foregoing instrument, who, being first duly sworp, deposeth and saith that he saw the within named Dorothy Wilson  **Noth: of: xxid**  **Noth: of: xxi		
winesses to the foregoing instrument, who, being first duly swore, deposeth and saith that he saw the within named Dorothy Wilson  **Noth Not		
winesses to the foregoing instrument, who, being first duly swore, deposeth and saith that he saw the within named Dorothy Wilson  **Noth Not	THE STATE OF MISSISSIPPI COUNTY OF Hinds	
winesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he saw the within named Dorothy Wilson  **ROTH WILSON**  **ROTH WILS	Personally appeared O.H. Burns	
whose name She subscribed thereto, sign and deliver the same to the said Charles R. Vaughn & G. Roxie. Wilson Vaughn, that he, this affiant, subscribed his name as a witness hereto, in the presence of the said Dorothy Wilson  SWORN TO and subscribed before me at the Angle of Dorothy was filled in proceeding the said of Dorothy was the day record at Dorothy was the	witnesses to the foregoing instrument, who, being first duly and a second	of the subscribing
whose name She subscribed thereto, sign and deliver the same to the said Charles R. Vaughn 8  Fe. Roxie. Wilson Vaughn, that he, this affiant, subscribed his name as a witness hereto, in the presence of the said.  SWORN TO and subscribed before me at the SWORN TO and subscribed befo	Dorothy Wilson	the within named
whose name—She subscribed thereto, sign and deliver the same to the said Charles R. Vaughn & f.e. Roxie. Wilson Vaughn, that he, this affiant, subscribed his name as a witness hereto, in the presence of the said Dorothy Wilson  SWORN TO and subscribed before me at the SWORN, part of the said o		
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JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

#### ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are both hereby acknowledged, and for the further consideration of the assumption by the Grantees herein and their agreement to pay as and when due, the balance owing under that certain Promissory Note which is secured by a Deed of Trust executed on August 29, 1979, by Dwight O. Hickman, Jr. and Nona Dale Hickman to Joseph Dale, Trustee for Bank of Prentiss, Prentiss, Mississippi, Beneficiary, which Deed of Trust is of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Book 461, at Page 642 thereof, we, the undersigned, DWIGHT O. HICKMAN, JR. and NONA DALE HICKMAN, husband and wife, the Grantors, do hereby sell, convey, and warrant unto WILLIAM L. DILLON and KIMLAN J. DILLON, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, the Grantees, the following described land and property lying and being situated in the Town of Ridgeland, Madison County, Mississippi, more particularly described as follows, to-wit:

Lot Nine (9), WHEATLY PLACE, PART 2, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B at Slide 30, reference to which is hereby made in aid of and as part of this description.

In addition to the aforesaid Deed of Trust to Bank of Prentiss, there is also excepted from the warranty of this conveyance and the above described property is conveyed subject to the following exceptions:

- (1) Any prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property;
- (2) Restrictive covenants contained in Book 450, at Page 218, Book 452, at Page 610, Book 456, at Page 796, Book 152, at Page 392, Book 158, at Page 588, and Book 164, at Page 575;
- (3) Fifteen Foot (15') drainage easement along the South side of subject property as shown on recorded plat;

- (4) Set back lines as shown on recorded plat;
- (5) Any portion of the above described land which may be a part of Wheatly Street; and
- (6) Zoning Ordinances and Subdivision Regulations of Madison County, Mississippi.

Ad valorem taxes for the year 1981 have been prorated between the parties as of the date hereof with the Grantors paying 7.75/12ths of said taxes and the Grantees to pay 4.25/12ths thereof, such taxes to be paid when due by the Grantees herein.

WITNESS OUR SIGNATURES, this the 21st day of August, 1981.

GRANTORS:

Names and Addresses of Grantors and Grantees:

Grantors
Dwight O. Hickman, Jr. and
Nona Dale Hickman
c/o Bank of Prentiss
P. O. Drawer A
Prentiss, MS 39474

Grantees
William L. Dillon and
Kimlan J. Dillon
149 Wheatly Place Ridgeland, MS 39157

#### ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF Jefferson Davis

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named DWIGHT O. HICKMAN, JR. and NONA DALE HICKMAN, husband and wife, who acknowledged to me that they signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned. '

GIVEN under my hand and official seal of office, this the 21st

davige August, 1981. 

My Commission Expires:

STATE OF MISSISSIPPI/County of Madison:

STATE OF MISSISSIPPI/Lounty or madison:

1. Billy V. Cooper. Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this: 24 day of ... August ... 19 ... 19 ... 145. o'clock ... 6... ... M. and my office my hand and saal of office, this the ... of Aug 2 5 1981

19 ... Book No. 7. Jon Page ... 19 ... nand and a

BILLY V. COOPER, Clork

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

#### CORRECTED WARRANTY 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, WE, JAMES A. JACKSON and SARAH LEE JACKSON, 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, Mississippi, to-wit:

A lot or parcel of land fronting 50 feet on the west side of South Union Street, being a part of Millers Sub-Division, City of Canton, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point on the west line of South Union Street that is 297 feet south of the NE corner of Millers Sub-Division and run South along the west line of South Union Street for 50 feet to a point on a fence line; Union Street for 50 feet to a point on a fence line; thence N 88°33' W along said fence for 198 feet to a point at a fence corner; thence North along a fence line for 50 feet to a point at a fence corner; thence S 88° 33'E along a fence line for 198 feet to the point of beginning.

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

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1981, which shall be prorated as follows, to-wit: Grantor: 6/12th; Grantees: 6/12ths.
- 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.

This deed is given to correct the description which was erroneously set forth in that certain Warranty Deed dated July e14, 1981, and recorded in Book 176 at page 711 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE on this the 24th day of Recoust

Tomes A. Jackson

& Julyan

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, JAMES A. JACKSON and SARAH LEE JACKSON, 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 24 day of August 1 , 1981.

Notary

Public

Grantor:

James A. Jackson 704 S. Union Street Canton, Mississippi 39046

Sarah Lee Jackson 704 S. Union Street Canton, Mississippi 39046

Grantee:

City Hall Canton, Mississippi 39046

#### WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, JACK W. HARPE, do hereby convey and warrant unto DANNY STANLEY the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lots 14, 15 and 16 of Twin Lakes Subdivision according to plat thereof on file and of record in Plat Book 5 at Page 8 of the records of the Chancery Clerk of Madison County, Mississippi.

The property herein conveyed is subject to those centain protective covenants dated July 1, 1967, and recorded in Book 351 at Page 530 of said records; and also subject to the Zoning Ordinance and Subdivision Regulations of Madison County, Mississippi.

There is excepted from this conveyance all oil, gas and other minerals which have heretofore been reserved or excepted by prior owners.

The property herein conveyed constitutes no part of the homestead of the grantor.

WITNESS my signature this the 24TH day of August, 1981.

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Given under my hand and official seal this the 24th CHE. Civen un.

October 6, 1981

Commission expires:

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and the first of the same of t

STATE OF MISSISSIPP, County of Madison:

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BILLY V. COOPER, Clerk By M. Wight

QUITCLAIM DEED

4686

For and in consideration of the sum of ten dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, CHARLIE LUCKETT, do hereby convey and quitclaim all of my interest in the following described property to G. L. LUCKETT, said property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land fronting 149.8 feet on the east side of U. S. Highway No. 51, containing 1 acre, more or less, lying and being situated in the E 1/2 of Section 32 Township 10 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at point on the East right of way line of U. S. Highway No. 51, said point being the Northwest corner of what is known as the Brown property and also being the Southwest corner of the Jackson property (DB 139, P. 492) and run northeasterly along said east right of way line for 149.8 feet to the Northwest corner of said Jackson property, said point being the Southwest corner and point of beginning of the property herein described; thence turn right an angle of 79 degrees 05 minutes and run along the north line of said Jackson property for 291.1 feet to a point; thence turn left an angle of 79 degrees 05 minutes, and run parallel to the east right of way line of U.S. Highway No. 51 for 149.8 feet to a point; thence turn left an angle of 100 degrees 55 minutes and run parallel to the north line of said Jackson property for 291.1 feet to a point on the east right of way line of U.S. Highway No. 51; thence turn left an angle of 79 degrees 05 minutes and run along said east right of way line for 149.8 feet to the point of beginning.

This conveyance is executed subject to:

This conveyance is executed subject to: '

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- Ad valorem taxes for the year 1981, which grantor (2) covenants and agrees to pay when the same become due and payable.

WITNESS my signature this, the 2/ day of Q

- Exception of such oil, gas and mineral rights as may (3) now be outstanding of record.
  - Easements and/or servitudes, if any, now of record. (4)

1981.

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CHARLIE LUCKE

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority, in and for the county and state, the within named CHARLIE LUCKETT, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as and for his act and Quitclaim Deed.

Given under my hand and seal of office, this the 21

(SEAL)

STATE OF MISSISSIPPI, County of Madison:

WARRANTY DEED

For and in consideration of the sum of ten dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, G. L. LUCKETT, do hereby convey and warrant unto DORIS JACKSON, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

A parcel of land fronting 149.8 feet on the east side of U. S. Highway No. 51, containing 1 acre, more or less, lying and being situated in the E 1/2 of Section 32 Township 10 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at point on the East right of way line of U. S. Highway No. 51, said point being the Northwest corner of what is known as the Brown property and also being the Southwest corner of the Jackson property (DB 139, P. 492) and run northeasterly along said east right of way lien for 149.8 feet to the Northwest corner of said Jackson Property, said point being the Southwest corner and point of beginning of the property herein described; thence turn right an angle of 79 degrees 05 minutes and run along the north line of said Jackson property for 291.1 feet to a point; thence turn left an angle of 79 degrees 05 minutes, and run parallel to the east right of way line of U.S. Highway No. 51 for 149.8 feet to a point; thence turn left an angle to the east right of way line of U.S. Highway No., 51 for 149.8 feet to a point; thence turn left an angle of 100 degrees 55 minutes and run parallel to the north line of said Jackson property for 291.1 feet to a point on the east right of way line of U.S. Highway No. 51; thence turn left an angle of 79 degrees 05 minutes and run along said east right of way line for 149.8 feet to the point of beginning. to the point of beginning.

This conveyance is executed subject to:

- Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the year 1981, which grantor covenant and agrees to pay when the same become due and payable.
- Exception of such oil, gas and mineral rights as may now be outstanding of record.

1981.

Easements and/or servitudes, if any, now of record. (4) WITNESS my signature this, the 21 day of

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Given under my hand and official seal this, the 2/

1981.

ATE OF MISSISSIPPI, County of Madison: 

A Commence of the Commence of

BILLY V. COOPER, Clark

By ... Mulder

#### Las 177 iki:426 INDEXED QUITCLAIM DEED 4690 -

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, SALLIE PHILLIPS ALLEN, do hereby convey and quitclaim unto ALMA WASHINGTON the following described property situated in Madison County, Mississippi, described as:

A parcel of land containing 0.85 of an acre described as:

Beginning at the southeast corner of the NE 1/4 Section 3, Township 7, Range 1 East, run thence North 188.5 feet, thence West 660 feet, thence South 188.5 feet, thence East 660 feet to the point of beginning, containing 2.85 acres, more or less; LESS AND EXCEPT THEREFROM two (2) acres evenly off the west side

The above descirbed property is no part of grantor's home-·stead.

WITNESS my signature, this the 24th day of August, 1981.

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named SALLIE PHILLIPS ALLEN who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the

of August, 1981. dining the second

My commission expires:

Address of grantor: 6116 North Rocheblave St., New Orleans, La. 70117 Address of grantee: 6116 North Rocebblave St., New Orleans, La. 70117 - BASSET TELEPRISE

STATE OF MISSISSIPPI, County of Madison:

for record in my office this day of AUG 5 1981 ... 19 ... Book No. 7 on Page 63 in my office. 

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

## 5" ( 177 ME 427 MDEXED QUITCLAIM DEED

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, SALLIE PHILLIPS ALLEN, do hereby convey and quitclaim unto JERUSHA S. RATCLIFF and NOVELLA A. PHILLIPS that real estate situated in Madison County, Mississippi, described as:

One (1) acre evenly off the west side of that land described as:

Beginning at the southeast corner of the NE 1/4 Section 3, Township 7, Range 1 East, run thence North 188.5 feet, feet, thence West 660 feet, thence South 188.5 feet, thence East 660 feet to the point of beginning, conthence East 660 feet to the point of beginning 2.85 acres, more or less.

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

WITNESS my signature, this the 24th day of August, 1981.

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named SALLIE PHILLIPS ALLEN who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 2005, 1981. August, 1981.

manifold of the second My commission expires:

Address of grantor: 6116 North Rocheblave St., New Orleans, La. 70117 Address of grantee: 6116 North Rocheblave St., New Orleans, La. 70117 The state of the s

STATE OF MISSISSIPPI, County of Madison: and and seal of the seal of th **""** 

4692 For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, SALLIE PHILLIPS ALLEN, do hereby convey and quitclaim unto BRENDA SMITH and LINDA SMITH the following described property situated in Madison County, Mississippi, described as:

One (1) acre of land described as:

Beginning at the southeast corner of the NE 1/4 Section 3, Township 7, Range 1 East, run thence North 188.5 feet, thence West 660 feet, thence South 188.5 feet, thence East 660 feet to the point of beginning, containing 2.85 acres, more or less; LESS AND EXCEPT THEREFROM one (1) acre evenly off the west side thereof and 0.85 acre off the east side thereof.

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

WITNESS my signature, this the 24th day of August, 1981.

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named SALLIE PHILLIPS ALLEN who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the of August, 1981. The same

Commission expires:

Tile of the second

Address of grantor: 6116 North Rocheblave St., New Orleans, La. 70117

Address of grantees: 6116 North Rocheblave St., New Orleans, La. 70117 

· Land Branch Branch

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

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

-2694

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, EMILY PHILLIPS TUREAUD, do hereby convey and quitclaim unto DOLORES PHILLIPS and JEWELL SMITH that real estate situated in Madison County, Mississippi, described as:

One (1) acre of land described as:

Two (2) acres evenly off the south side of that parcel of land described as: BEGINNING at a point 264 feet East of the NW corner of the SW 1/4 of said Section 2, Township 7, Range 1 East, run thence South 1320 feet, thence East 150.8 feet, thence North 1320 feet, thence West 150.8 feet to point of beginning, containing 4.57 acres; LESS AND EXCEPT from said 4.57 acres one (1) acre evenly off the south side thereof. evenly off the south side thereof.

It is intended to describe and convey by the fore-going description one (1) acre of land which lies adjacent to and north of that acre of land conveyed by Emily Phillips Tureaud to Emily Phillips Jones by deed dated August 10, 1981, recorded in Land Record Book 177 at Page 250 thereof in the Chancery Clerk's Office for said county.

Grantor excepts from this conveyance and reserves unto herself one-half (1/2) of such oil, gas and mineral rights as she may now own in and under the above described one (1) acre of land. WITNESS my signature, this the 24 day of August, 1981.

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named EMILY PHILLIPS TUREAUD who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned mentioned.

Given under my hand and official seal this the 24th of August, 1981.

1300le 177. Bage 4291/2

Address of grantor: 1421 Claiborne Drive, Jefferson, La. 70112

Address of grantee, Dolores Phillips: 2417 Lafitte Avenue,

New Orleans, Louisiana 70119

Address of grantee, Jewell Smith: 6116 North Rocheblave St., New Orleans, Louisiana 70117

-2-

4693

. . . . .

Força valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, SALLIE PHILLIPS ALLEN, do hereby convey and quitclaim unto LIONEL SMITH, SR., the following described property situated in Madison County, Mississippi, described as:

One (1) acre evenly off the South side of that parcel of land described as:

Beginning at the Southwest corner of the SE 1/4 of the SE 1/4 of Section 2, Township 7, Range 1 East, run thence North 1320 feet, thence east 188.5 feet, thence south 1320 feet; thence west 188.5 feet to the point of beginning, containing 5.71 acres.

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

WITNESS my signature, this the 24th day of August, 1981.

STATE OF MISSISSIPPI COUNTY OF MADISON

All the state of

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named SALLIE PHILLIPS ALLEN who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 24 day of August. 1981

of August, 1981.

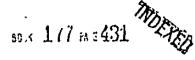
mission expires:

Address of grantor: 6116 North Rocheblave St., New Orleans, La. 70117 Address of grantee: 1411 Delery St., New Orleans, La. 70117

STATE OF MISSISSIPPI, County of Madison:

1000 100 Miles

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



#### SUBSTITUTED TRUSTEE'S DEED

WHEREAS, on March 10th, 1978, Michael James Porter, executed a deed of trust to J. Morton Matrick, Trustee for the benefit of Kimbrough Investment Company, which deed of trust is recorded in Deed of Trust Book 440 at Page 631 in the office of the Chancery Clerk of the County of Madison, State of Mississippi; and

WHEREAS, the said Kimbrough Investment Company heretofore assigned the aforesaid Deed of Trust to Dollar Savings Bank, Pittsburgh, Pennsylvania, together with the indebtedness secured thereby, by instrument dated May 31st, 1978, recorded in Deed of Trust Book 448 at Page 167 of the records of the aforesaid Chancery Clerk and re-recorded in said office in Book 485 at Page 150, and the said Dollar Savings Bank, Pittsburgh, Pennsylvania, is now the holder of the aforesaid Deed of Trust and the indebtedness secured thereby; and

WHEREAS, Dollar Savings Bank, Pittsburgh, Pennsylvania, the legal holder of said deed of trust and the note secured thereby, substituted O. B. Taylor, Jr., as Trustee therein, as authorized by the terms thereof, by instrument dated July 7th, 1981, and recorded in Book 487 at Page 639 of the records of the aforesaid Chancery Clerk; and

WHEREAS, default having been made in the terms and conditions of said deed of trust and the entire debt secured thereby, having been declared to be due and payable in accordance with the terms of said deed of trust, and the legal holder of said indebtedness, Dollar Savings Bank, Pittsburgh, Pennsylvania, having requested the undersigned Substituted Trustee to execute the trust and sell said land and property in accordance with the terms of said deed of trust for the purposes of raising the sums due thereunder, together with attorney's fees, substituted trustee's fees and expense of sale;

WHEREAS, the undersigned Substituted Trustee, after posting and publication of Notice of Sale as required by the terms of

the deed of trust and the laws of the State of Mississippi, within legal hours (being between the hours of 11:00 A.M. and 4:00 P.M.), on the 21st day of August, 1981, at public outcry, offered the hereinafter described property for sale at the South Front door of the County Court House at Canton, County of Madison, State of Mississippi; and

WHEREAS, at such sale, Dollar Savings Bank, Pittsburgh, Pennsylvania, bid the sum of \$51,757.24; and

WHEREAS, said bid by Dollar Savings Bank, Pittsburgh, Pennsylvania, was the highest bid:

NOW, THEREFORE, I, O. B. Taylor, Jr., Substituted Trustee, in consideration of the sum of \$51,757.24, do hereby sell and convey unto Dollar Savings Bank, Pittsburgh, Pennsylvania, the following described property located and situated in the County of Madison, State of Mississippi, to-wit:

Lot 36, TWIN HARBORS SUBDIVSION, Part 1, a subdivision according to a map or plat which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at Page 19 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

WITNESS MY SIGNATURE, this, the 21st day of August, 1981.

O. B. TAYLOR, JR., SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY came and appreaed before me, the undersigned authority in and for the county and state aforesaid, O. B. Taylor, Jr., Substituted Trustee, who acknowledged to and before me

that he signed and delivered the foregoing Substituted Trustee's Deed of the day and year therein mentioned, and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this, the .21st day of August, 1981.

My Commission Expires: My Commission Expires July 3, 1983

MADISON COUNTY HERALD

PROOF OF PUBLICATION 177 PAGE 434

	1 1		THE STATE OF MISSISSIPPI.	
		PASTE PROOF HERE	MADISON COUNTY,	
-	1	SUBSTITUTED TRUSTUR'S		
	٠,	MOTICE OF	Personally appeared before me.	
	i	WHEREAS, on March 10th, 1975, Michael James Parter,	andert M. Muchan	
,		Morton Matrick Trusten for at	Abelen Outle la service	
		benefil of Kimbrough investment - Company, which deed of trust is	a Neigry Public in and for Madison County, Mississippi, BRUCE HILL, who being duly sworn	
	1.1	recorded in Deed of Trust Book 440ut Page 631 in the office of the	COUNTY HERALD, and that such is a gaugestage	
	11			
	11	Madison, State of Mississippi; and WHEREAS, me aloresaid deed	in Canton, Madison County, Mississippi, and having a general circulation in the City of Canton and	
		of frust was assigned to Dellar	frue copy of which is hereto attached, appeared to	
	[	or trust was assigned to Dellar Savings Sank, Pittaburgh, Pennsylvania, by Instrument deed May 31st, 1978, and if the entire et the affected in the entire et the affected in the Page 157, and referenced in the Add at Page 198, and referenced in the add	the issues of said	
	i	recorded in the entire of the	newspaper,times as tollows-	
*	il	Book 445 at Page 167, and re-	VOL 89 NO. 3/ DATE 3-6-30 168/	
	11	end WHEREAS, the afercents	1 A Y /	
	11	WHEREAS, the efercised Dollar Savings Bank, Pittsburgh, Pennsylvania, the legal heider of Bald dead of Providence	VOL 89 NO.32 DATE ( 10 8)	
	IJ		l	
, "	!!	B. Taylor, Jr. es Trustee	VOL. 89 NO 33 DATE 0 13 15 8/	
	1 1	"secured thereby, substituted to a secured thereby, substituted to a secured thereby, substituted by the forms thereof, by instrument dated July 7th, 1981, and feceroded in the effice of the alorstald Chancery Clerk in Book 457 at Page 4379 and WHEREAS, default having been made in the terms and Christian of said deed of trust and the entire date sacured	119 21/8 . 04	
	ŧΙ	eforesald Changery Fleek	VOLE NO 34 DATE Con 1081	
·	П	Book 427 at Page 419; and WHEREAS, datault having	, ,	
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•	11	and the entire debt secured	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
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*	11	said deed of trust for the purpose of faising the sums due	Making Proof 5. /. 00	
	<i>!</i>	of raising the sums due therefore the sums due therewore, logether with atterney's fees, Substituted Trustee's fees and expense of sale	- · · · · · · · · · · · · · · · · · · ·	
•		Trusten's tees and expense of	Total \$ 4.90	
		HOW, THEREFORE, I. O. B. Taylor, Jr., Jubatitudes Trustee,		
	{	21st day of Appens, tees, seem and	Afflant further states that said newspaper has been established for at least swelve months next	
	H		prior to the first publication of said notice.	
	11	within legal hours (being bet- ween the hours of 1):00 A.M. and a 4 00 P.M.) at the South Brose 5	in my Commoditel	
		4 CO P.M.) at the South Front s door of the County Court House at Centen, County of Madigon, State	(Signed)	
-		1. of Strongership and thinking.	Publisher	
		described property situated and	Swom to and subsembed before me this	
		lying in the County of Madison, State of Mississippi, to wit:		
		SUPPLIES THE MAKEURS		
		Dist which is on the and of second	1907 1907 1907 1907 1907 1907 1907 1907	
•	L	Clerk et Madison - County	Of Litt B. William	
1			Notary John	
{		Page 19 thereof, reference to which map or plat is hereby, made in sid of and as a part of the securities.	My Commission Expires May 27, 1983	
*		made in ele of and as a part of a mis description.  1 WILL CONVEY only such a size as a seried in me, as sub-a attributed Trustee.	Continues Lay 27, 1993	
<b>^</b>		WITHESS MY SIGNATURE	kanaga	
ì		mb, he 3rd day of July, 1961.		
[		STITUTED TRUSTER		
<del></del>		July 30, August 4, 12, 20 Transaction	~·	
STATEOF	٠.٠	SISSIPPI County of Madison:		
01.7,12,02	MIS:	SISSIPPI, County of Medican		
i, Billy	V.,	Cooper They's	•	•
for record in	ímv	office this 5 day of	ourt of said County, certify that the within instrument was fil	
was duly roo	· -,,,,	day of .Cu	County, Certify that the within instrument	
was duly rec my office.	ome	d on the day of AUG 2	ourt of said County, certify that the within instrument was fill 5, 1981	ed .
Witness	mv ไ	and out	2. 1201	bt
4,5		hand and seal of office, this the	D. 1981	'n
11,7	Con	and a second	100	••
			RILLY AND	
راز ر بينهاده	-11	A STATE OF THE STA	BILLY V. COOPER, Clerk	
•		•	or	
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CALL CONTRACTOR OF THE CONTRAC	EXEC
THE STATE OF MISSISSIPPI	
County of Hadison	CORRECTIVE DEED
IN CONSIDERATION OF THE SUM OF TE	DOLLARS (\$10.00) CASH IN NAME PAID
AND OTHER GOOD AND VALUABLE CO	NSIDERATIONS, THE RECEIPT OF WHICH IS
HEREBY AKCHOWLEDGED, I, Doroth	y WilsonApt. #28 Gerden Circle Apts.
Jackson; MES JDO HEREBY SELL	•
`	
Convey and warrant to Arthur S	mothers, Jr. and wife, "Carlova Jilson
· Snothers - P.O. Box 145 Madison	. MS. as joint tenants with full rights
of survivorship, and not as te	nants in common
the land described as	the We of the We of the Web of Section
	the Nk of the Nk of the NFk of Section
<del></del>	MS. and run thence west. 1584 feet.
-	POB. Thence north 293.50 feet thence
west 112.0 feet, thence south	293.50 feet, thence east, 112.0 feet,
to the POB. The property desc	ribed herein is situated in the No of
	9, T7N, R1E, Madison County, MS., and
contains 0:75 acre, Lore or lo	•
7 - 29	• •
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and the same of th	The said
and the same	
more than	
10 (10) (10)	
1 1 1 1	- ,
situated in the County of Hadison	in the State of Mississippi.
Witness 17 signature the	4 day of Children A. D., 19 A. /
WITNESS:	V Darth L. Welson
The state of the s	The state of the s
TED HOTHER MAD	ASS PAR
. Carrier (Carrier)	(A) (43)4P

## . 684 - 180 177 PAGE 436

THE STATE OF MISSISSIPPI, COUNTY OF	
Personally appeared before me,	
in said State, the within named	
and wife of said	
who acknowledged thathe the foregoing instrument on the day and year therein mentioned.	_signed and delivered
theday of	, wassister, our
**************************************	·
THE STATE OF MISSISSIPPI, COUNTY OF Hinds	
Personally appeared O.H. Burns	one of the subscribing
witnesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he sa	w the within named
Dorothy Wilson	and
xxixxxxx	
whose name She subscribed thereto, sign and deliver the same to the said Arthur	
wife Carolyn Wilson; that he, this affiant, subscribed his name as a witness he of the said.  Smothers Dorothy Wilson	ereto, in the presence
of the said Dorothy Wilson	7 4 4 4 5 5 5 5
	Affiant
SWORN TO and subscribed before me at the 13 of AUSUST	Adding Highlight
this the 13 day of Avsvst A. D. 1981.	U.S. S.
- PErundy-	
11(27/13 %	County, Miss.
3	The state of the s
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\$ 18 0 3 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
SED County.	
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WARI Filed for record on the day THE STATE OF MI THE STATE OF	
	A C. Lilling Co.
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on the same of	San Control of the
with the second	

JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

	darked fish.		T11 127 40		
4 1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		Deed of		MANUSTA	1703
FOR AND	IN CONSIDERATIO	N'of One Dollar (S	\$1.00), cash in ho ust on property he	and paid, and the ex- rein for the sum of	ecution concurrently
Ponty Thou	sand and No/l	00		Dollars,	(\$40,000.00_)
The VETERAN CHARLI	S' FARM AND HOME MITCHELL THO nants, with ri	RNTON III and ght of surviv	wife, MARI vorship, and	SSIPPI, does hereby s E H. THORNTON, not as tenants	as joint is in common,
the following of State of Missis	described property lo sipply to-wit: **	cated and being sit	tuated in the Cou	nty of Madison	
aco the	ording to a man office of the	ap or plat th e Chancery Cl lat Cabinet B	ereof on Ill erk of Madis Slot 33 th	GION, a subdivi Le and of recor son County at C mereof, referen et of this desc	anton, ce to
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The secretor b	orain agrees and ahi	igates himself to po	ov all taxes now di	ue and to become due	on the above property.
This con	vevance is made sub	iect to all oil, gas a	and mineral conve	yances and leases out	standing on this date.
Concelle	tion of the deed of t	rust above mentione	ed will also cancel	and satisfy the implie	d vendor's lien herein.
			Etab.		, 19_81
GRANTORS:	P. O. Box 115 Jackson, MS	,		NS' FARM AND HON	AE BOARD,
GRANTEES:	536 Hunters (Madison, MS)	reek Circle	By: NA	activis Chairman C	PRESTON HOLMES
				,	
STATE OF A	HINDS	1 %			
Person	ally appeared before	me the undersigne	ed authority in ar	nd for the State and	County last aforesaid,
of the Vete	delivered the obove	ne Board of the St and foregoing instr			Executive Director knowledged that they trected by, said Board,
on the day	and year of its date: under my hand an	i official seal this.	the 5th day	ofAugust	, 19 <u>81</u> .
GIVEN	under my tidila di	*	aut	a summer	e
(SEAL)		. 35	•	Notary Public	;
~~~; My, Commi	sion Expires	ary 22, 1985	· ·		
STATE OF	MISSISSIPPI Coun	y of madison.	ourt of said Coun	ty, certify that the wi	thin instrument was filed
			5 1981	19 Book No	
was duly re my office. Witne	ss my hand and seal o	of office, this the	of AUG		
**	1. 14. 14. 16. 1	• • ;	, D.,	BILLY V. COC	OPER, Clerk
•		.*	Ву	14 . 1/1 to 120 per 1 1 1 1	. 4

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STATE OF MISSISSIPPI COUNTY OF NESHOBA 375

### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned RICHARD MOLPUS, SR., do hereby grant, bargain, sell, convey and warrant unto MOLPUS REALTY COMPANY, a Mississippi Corporation, the following described real property lying and being situated as follows, to-wit:

IN NESHOBA COUNTY, MISSISSIPPI
The SW 1/4 of the NW 1/4 of Section 6, Township 12
North, Range 10 East, subject to prior reservation
of all oil, gas, minerals and mineral rights in, on
upon and under said property, with right of ingress
and egress; being 40 acres, more or less in Neshoba
County, Mississippi.

IN LEAKE COUNTY, MISSISSIPPI
The SE 1/4 of the NE 1/4, Section 1, Township 12 North
Range 9 East, Leake County; subject to prior reservations
of all oil, gas, minerals and mineral rights in, on
upon and under said property, with right of ingress
and egress; and being 40 acres, more or less; AND ALSO
the SW 1/4 of the NE 1/4, Section 7, Township 10 North,
Range 8 East, less right-of-way for railroad and mineral
rights owned by Denkman Lumber Company.

The SE 1/4 of NE 1/4, Section 1, Township 12 North, Range 9 East is subject to the right-of-way for Mississippi State Highway No. 25 and the right-of-way for Central Electric Power Association lines.

IN MADISON COUNTY, MISSISSIPPI West 1/2 of SE 1/4 of Section 22, Township 10 North, Range 5 East, Madison County, Mississippi.

Grantee by the acceptance and recordation of this deed, agrees and binds itself to the assumption of the outstanding indebtedness in favor of the Federal Land Bank of New Orleans and agrees to pay all sums due or to become due in the future on same as evidenced by Deeds of Trust filed in Book 383 page 171 in the office of the Chancery Clerk of Neshoba County, Mississippi; in Book MI page 333 in the office of the Chancery Clerk of Leake County, Mississippi; in Book 487 page 424 in the office of the Chancery Clerk of Madison County, Mississippi.

£ 4

· WITNESS MY SIGNATURE, this the 5 day of August, 1981.

STATE OF MISSISSIPPI COUNTY OF NESHOBA

This day personally appeared before me, the undersigned authority in and for the above named county and state, the above named Richard Molpus, Sr., who acknowledged that he signed, sealed and delivered the above and foregoing Warranty Deed as his act and deed on the day and date therein mentioned for the purpose therein expressed.

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

Lean C. Hudson

MY COMITSION EXPIRES: WY COMMISSION EXPIRES APRIL 29, 1985

STATE OF MISSISSIPPI NESHOBA COUNTY

I, Bobby G. Posey, Chancery Clerk and Ex-officio Recorder in and for said State and County, hereby certify that the foregoing instrument was filed for recorded in Land Deed Book A-131 Pages 375-376, each inclusive of the records of this office.

Given under my hand and seal of office, this the 5th day of August, 1981.

STATE OF MISSISSIPPI, LEAKE, COUNTY

writing was filed for record in my office on the 18th day of August , 19 81 at 8:00 o'clock A. M. and that the same has been duly recorded by me in Deed Book No. 155 Page 45 my hand and official seal this \_\_\_\_\_ 20th day of \_\_\_\_ August

NEAL HORN, Chancery Clerk you with, D. C

STATE OF MISSISSIPPI, County of Madison:

A STREET OF THE PARTY.

#### 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, CANTON EXCHANGE BANK, a Mississippi Banking Corporation, does hereby convey and forever warrant unto C. R. MONTGOMERY, W. LARRY SMITH-VANIZ, S. F. STATER, III, DON A. McGRAW, JR., and STEVE H. SMITH, Grantees, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

LOTS 152 and 153, Village Square Subdivision Part 1, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Cabinet B, Slide 38, reference to which is hereby made.

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

- l. City of Ridgeland, County of Madison and State of Mississippi ad valorem taxes for the year 1981, which shall be pro-rated as follows: Grantor: 8/12; Grantee: 4/12
- City of Ridgeland, Mississippi, Zoning Ordinance, as amended.
- Prior other minerals. Prior reservation and/or conveyances of oil, gas and

WITNESS MY SIGNATURE on this the 21st day of August 1981

> CANTON EXCHANGE BANK. A Mississippi Banking Corporation-

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid jurisdiction, the within named

F. E. Allen

of Canton Exchange Bank, who acknowledged to me that she/he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, she/he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 21st day GIVEN UNDER THE AMERICAN TO SERVICE STATES OF THE SERVICE STATES O \_, 1981.

Grantor:

127 W. Peace St. Canton, Miss. 39046

Grantees: 360 N. Liberty St. Canton, Miss. 39046

STATE OF MISSISSIPPI, County of Madison:

The same of the last of the same of the last of the same of the sa

Witness my hand and seal of office, this the ... of AUG 2 7 1981 ... 19 ... BILLY V. COOPER, By

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

Alinoung.

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## WARRANTY DEED

ea E≯max al£a , d 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, BESSIE MAE PENN, Grantor, do hereby convey and forever warrant unto WENDELL CURRIE and wife, ELIZABETH L. CURRIE, Grantees, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot 6 & 7, Block "G" of Maris Addition to the City of Canton, Madison County, Mississippi, according to a map or plat of said subdivision on file and of record in the office of the Chancery Clerk of Madison County, Mississippi. Reference to such map or plat is hereby; made in aid of and as a part of this description.

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

		ounty of Madison es for the year l able and which sl	nall be pro	rated as
follows: Grantor:	8/12+4	; Grantee:	44. 27	<u></u>

- 2. City of Canton, Mississippi, Zoning Ordinance.
- 3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
- 4. Rights-of-way and easements for roads, power lines, and other utilities.

WITNESS MY SIGNATURE on this the 25th day of August, 1981.

BESSIE MAE PENN

I

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above stated, the within named BESSIE MAE PENN, 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.

GIVEN UNDER MY HAND and official seal this the 25th day of August, 1981. ender wante and

deevil A

MY COMMISSION EXPIRES:

"Grantor:

Bessie Mae Penn 318 Cisne Canton', Ms

Grantees:

Wendell Currie and Elizabeth L. Currie 110 N. Cisne Avenue Canton, Mississippi 39046

STATE OF MISSISSIPPI, County of Madison:

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

## BOWS 177 M. 443 WARRANTY DEED MOEXED \$712

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 1, MATTIE F. WHITE, a widow, do hereby convey and warrant unto DAVIS A. RICHARDS, 111 and wife, MARGARET E. RICHARDS, as joint tenants with the full right of survivorship and not as tenants in common, the following described land lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 28 feet on the west side of Mattie's Drive and being part of Lot 20, Block "A" of Twin Oaks Subdivision, Part 2, Canton, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point on the west line of Mattie's Drive that is 50 feet northerly along the west line of Mattie's Drive from the SE corner of Lot 20 and run southerly along the west line of Mattie's Drive for 28 feet to a point; thence turn right an angle of 88°06¹ and run 155.8 feet to a point on the west line of said Lot 20; thence turn right an angle of 85°02¹ and run 36.1 feet to the NW corner of said Lot 20; thence turn right an angle of 97°49¹ and run 160.3 feet to the point of beginning.

There is excepted from this conveyance and reserved unto the grantor one-half (1/2) of all oil, gas and other minerals in, on and underlying said; land.

This conveyance is made subject to right-of-way granted American

Telephone and Telegraph Company recorded in Book 39 at Page 94 of said records,
and to any and all rights-of-way for public utilities which affect said land;
and subject further, to those restrictive covenants recorded in Book 72 at Page
170 as amended by instrument recorded in Book 304 at Page 45, and to the Zoning
Ordinances of the City of Canton, Mississippl.

WITNESS my signature on this \_\_\_\_/3 th day of February, 1974.

MATTIE F. WHITE

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the above named County and State, HATTIE F. WHITE, a widow, who acknowledged that she did sign and deliver the above and foregoing instrument on the day and year set out.

WITNESS my signature and seal of office on this the  $\frac{13}{100}$  day of February, 1974.

THY Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

4714

### SUBSTITUTED TRUSTEE'S DEED

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પોસ્તું કે કે જેવા છે.

WHEREAS, Rosie Lee Denson, executed a deed of trust to Scott Finance Corporation, as beneficiary, with Joe B. Moss as trustee, which is dated October 15, 1979, and recorded in Book 463 at page 713 in the office of the Chancery Clerk of Madison County, at Canton, Mississippi; and

WHEREAS, Scott Finance Corporation has appointed as Substituted Trustee William T. Blakely in the place and stead of the trustee named in said deed of trust, by instrument dated June 29, 1981, and recorded in the said Clerk's office in Book 488 at page 302; and

WHEREAS, default having been made in the payment of said indebtedness secured by said deed of trust, and the beneficiary having called upon the Substituted Trustee to execute the trust and foreclose said deed of trust according to law:

NOW, THEREFORE, I, William T. Blakely, after having given notice of the time, place and terms of sale by publication and by posting in the manner and for the time required by law, did during legal hours on August 21, 1981, at the south door of the Courthouse of Madison County, Mississippi, at Canton, Mississippi, offer for sale at public auction to the highest and best bidder for cash the following described property lying and being situated in Madison County, Mississippi, and more particularly described as follows:

Beginning at the Northeast corner of that land conveyed by deed dated November 25th, 1960, and recorded in Book 79 at page 228 of the records in the Chancery Clerk's Office in Canton, Mississippi, which corner is marked by a surveyors stone and which corner lies in the SE 1/4 of SE 1/4 of Section 25, Township 8 North, Range 2 East, run thence southerly along the east side of public road 70 feet, thence run east 622.28 feet, thence run North 70 feet to the north line of the Leroy McDowell property thence run west 622.28 feet, more or less, to the point of beginning, less road right of way.

At that time and place there appeared Robert L. Scott who bid \$8,850.00; said bid being the highest and best bid

### 22x 177 Hz 446

received by me, and the amount thereof having been paid in cash, receipt of which is hereby acknowledged: I, the undersigned Substituted Trustee, do hereby sell and convey the above-described property to Robert L. Scott.

WITNESS my signature this the 21st day of August,

1981.

GRANTOR'S ADDRESS:

1440 Deposit Guaranty Plaza Substi Jackson, MS 39201

William T. Blakely, Substituted Trustee

GRANTEE'S ADDRESS:

326 Raymond Road Jackson, MS 39204

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the county and state aforesaid,
William T. Blakely, Substituted Trustee, he signed and delivered
the above and foregoing Trustee's Deed on the day and year
therein mentioned, he being duly authorized so to do.

witness my hand and official seal, this the 21st day of August, 1981.

Notary Public

My commission expires:

STATE OF MISSISSIPPI, County of Madison:

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



17.25

### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, I the undersigned, ROGER LANE McGEHEE, Jr., (Grantor) do hereby grant, bargain, sell, convey, and warrant unto 6300 Old Canton Road, Apt. 17-203, Jackson, Miss. 39211 QUAIL RIDGE, LTD., a limited partnership created by Certificate of Limited Partnership filed of record on June 23, 1980, in the office of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi in Book 157 at Page 64 and filed of record on June 23, 1980 in the Office of the Chancery Clerk of Madison County, Mississippi, in Book 13 at Page 01, the following described land and property located in Madison County, Mississippi, to-wit:

#### TRACT NO. 1

D 1

Bogur 183

A parcel of land containing 0.27 acres, more or less, lying and being situated in the NE 1/4 of Section 19, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the SW corner of Lot 7, Quail Ridge Estates Farms-Part two which is the Point of Beginning of the land herein described: and run thence South 89 Degrees 51 Minutes East for 232.5 feet along the Southern boundary line of said Lot 7; run thence South 00 Degrees 09 Minutes West for 50.0 feet; run thence North 89 Degrees 51 Minutes West for 232.5 feet; and run thence North 00 Degrees 09 Minutes East for 50.0 feet back to the point of beginning.

#### - TRACT NO. 2

A parcel of land containing 0.23 acres, more or less, lying and being situated in the NE 1/4 of Section 19, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the SW Corner of Lot 7, Quail Ridge Estates Farms-Part Two, and run thence South 00 Degrees 09 Minutes West for 50.0 feet; run thence South 89 Degrees 51 Minutes East for 232.5 feet to the Point of beginning of the land herein described; and run thence North 00 Degrees 09 Minutes East for 50.0 feet to the SW corner of Lot 6, Quail Ridge Estates Farms-Part Two; run thence South 89 Degrees 51 Minutes East for 200.0 feet along the Southern boundary line of said Lot 6; run thence South 00 Degrees 09 Minutes West for 50.0 feet; and run thence North 89 Degrees 51 Minutes West for 200.0 feet back to the Point of Beginning.

### TRACT NO. 3

A parcel of land containing 0.23 acres, more or less, lying and being situated in the NE 1/4 of Section 19, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the SW corner of Lot 7, Quail Ridge Estates Farms-Part Two, and run thence South 00 Degrees 09 Minutes West for 50.0 feet; run thence South 89 Degrees 51 Minutes East for 432.5 feet to the Point of Beginning of the land herein described; and run thence North 00 Degrees 09 Minutes East for 50.0 feet to the SW corner of Lot 5, Quail Ridge Estates Farms-Part Two; run thence South 89 Degrees 51 Minutes East for 200.0 feet along the Southen boundary line of said Lot 5; run thence South 00 Degrees 09 Minutes West for 50.0 feet; and run thence North 89 Degrees 51 minutes west for 200.0 feet back to the Point of Beginning.

### THE FOLLOWING COVENANTS run with this land:

- 1. The purpose of these restrictions is to insure the maintenance of the property in an atmosphere of a suburban estate and in accordance with the established trend of the area.

  2. This property shall be used solely and exclusively for residential
- All development will be done in accordance with county sanitary 3. and zoning ordinances.
  4. Temporary living structures and/or mobile homes will not be

permitted.

5. These covenants are to run with the land and shall be binding on the parties hereto and all persons claiming under them for a period of twenty (20) years from the date of these covenants filed with this warranty deed.

Although grantor warrants no minerals or mineral interest in, on or under the subject property as part of this conveyance, the grantor does hereby quitclaim one-half (1/2) of any interest that he may own in the property berein conveyed.

The 1981 Ad Valorem taxes are to be assumed by the grantee.

WITNESS MY SIGNATURE this the 30 the day of July, 1981.

ROGER LANE MCGEHEE, JR.

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE HE THE undersigned authority in and for the aforementioned jurisdiction, ROGER LANE McGEHEE, Jr. who by me having been first duly sworn, acknowledged signing this warranty deed and deliverance to the Grantee shown herein.

SWORN TO AND SUBSCRIBED BEFORE HE THIS the 30th day of Julyunia872

MY COMMISSION EXPIRES:

1-11-182

STATE OF MISSISSIPPI, County of Madison:

If Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this. It day of the Chancery Court of said County, certify that the within instrument was filed for record in my office this. It day of the county of said County, certify that the within instrument was filed for record in my office this. It day of the county of said County, certify that the within instrument was filed for record in my office this. It day of the county of said County, certify that the within instrument was filed for record in my office this. It day of the county of said County, certify that the within instrument was filed for record in my office this. It day of the county of said County, certify that the within instrument was filed for record in my office this. It day of the county of said County, certify that the within instrument was filed for record in my office this. It day of the county of said County, certify that the within instrument was filed for record in my office this. It day of the county of said County, certify that the within instrument was filed for record in my office this. It day of the county of said County, certify that the within instrument was filed for record in my office this. It day of the county of said County, certify that the within instrument was filed for record in my office this. It day of the county of said County of said County, certify that the within instrument was filed for record in my office this. It day of the county of said County of said County, certify that the within instrument was filed for record in my office this. It day of the county of said County of sa

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STATE OF MISSISSIPPI COUNTY OF MADISON

For and in consideration of the sum of ONE HUNDRED (\$100.00)

DOLLARS, cash in hand paid, and other good and valuable considerations,
the receipt of which is hereby acknowledged, the undersigned GARY LEE

HAWKINS, P. O. Box 58, Madison, Mississippi 39110 does hereby sell, convey
and warrant unto REX TIMBER, INC., An Oregon Corporation, P. O. Box 520,

Crossett, Arkansas 71635, its successors and assigns, subject to the terms,
conditions, exceptions and reservations hereinafter set forth, the following
described property located and being situated in the County of Madison,
State of Mississippi, to-wit:

MUSAN

TRACT

#### DESCRIPTION OF LAND

ACREAGE

THE FOLLOWING DESCRIBED LAND IN TOWNSHIP TWELVE (12) NORTH, RANGE FOUR (4) EAST:

1. The South Half of Northwest Quarter (S 1/2 of NW 1/4) of Section Twenty-Five (25) and also described as the South Half (1/2) of Lots Two (2) and Three (3) of Section Twenty-Five (5) containing approximately

80 acres.

This conveyance is subject to the following:

- 1. Right-of-way for all utility lines, gas lines, road and drainage ditches affecting any portion of the above described property:
- 2. Prior reservation of one-half (1/2) interest in all the oil, gas and other minerals in and under said land, together with all reasonable and proper rights of ingress and egress for the purpose of exploring for, removing and recovering the same and recorded in Book 38, Page 490.
- 3. Prior reservation of one-fourth (1/4) interest in all the oil, gas and other minerals in and under said land, together with all reasonable property rights of ingress and egress for the purpose of exploring for the recovering and removing of same by T. Mark Sledge and Mark Jordon recorded in Book 177, Page 236.

Grantor reserves unto himself, his heirs, administrators and assigns, an undivided one-eighth (1/8) interest in and to all oil, gas and other minerals in, on or under the above described land. It is the express intent of Grantor herein to convey unto Grantee, its successors and assigns, one-half (1/2) interest in

. 177 . : 450

all the oil, gas and other minerals now owned by Grantor in, on or under the above described land, and it is agreed herein that Grantor, his heirs, administrators and assigns, shall be liable to Grantee, its successors and assigns, for any and all damage or damages to the land surface, growing trees and improvements on said lands for any mining, drilling, exploring and developing by Grantor, his heirs, assigns, and administrators of the mineral reservation herein made.

Dated this the 26 day of August, 1981 ni Ku Howh GARY/LEE HAWKINS

المنطقة المناثرة

STATE OF MISSISSIPPI
COUNTY OF MISSISSIPPI
PERSONALLY appeared before me, the undersigned authority in and for said county and state, the within named GARY LEE HAWKINS who acknowledged before me that he signed, sealed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, as his own act and deed. GIVEN under my hand and official seal on this the 26 day of August,

1: U: Coopie: Chency Club.

My Commission Expires: /

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## QUITCLAIM 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, AGNES G. EVANS, do hereby sell, convey and quitclaim unto PAUL B. EVANS all of my right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 100 feet on the North side of a private road all lying and being situated in the NW\$ SW\$, Section 15, Township 8 North, Range 3 East, Madison County, Mississippi and more particularly described as follows:

Commencing at the Southwest corner of the well lot as shown on the plat of Twin Lakes Subdivision as recorded in the Chancery Clerk's office of Madison County, Mississippi, run North 62 18' West for 250.3 feet to a point; thence North 73' 31'West for 250.3 feet to a point on the East side of a private road; thence North 00' 45' West along the East side of said road for 520.7 feet to its. intersection with the North side of another private road, thence South 81' 43' East for 200 feet along the North side of said Road to the point of beginning of the property herein being described, and from said point of beginning run North 00' 45' West for 160 feet to a point; thence South 81' 43' East for 100 feet to a point, being the Northwest corner of a lot heretofore conveyed to Paul B. Evans and Agnes G. Evans; thence South 00' 45' East for 160 feet to a point on the North side of a private road; thence North 81' 43' West along the North line of the private road 100 feet to the point of beginning.

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A lot or parcel of land fronting 25 feet on the North side of a private road all lying and being situated in the NW4 SW4. Section 15, Township 8 North, Range 3 East, Madison County, Mississippi, and being more particularly described as 25 feet evenly off of the West side of a tract described as follows:

Commencing at the Southwest corner of the well lot as shown on the plat of Twin Lake Subdivision as recorded in the Chancery Clerk's office of Madison County, Mississippi, and run thence North 62'18' West for 250.3 feet; thence North 73'31' West for 235.2 feet to a point on the East side of a private road; thence North 00'45' West along the East side of said road for 520.7 feet to its intersection of the North side of another private road, thence South 81'43' East for 381.3 feet along the North side of said road to the point of beginning of the property herein being described, and from said

point of beginning run thence North 81°43' West for 81.3 feet to a point, being the southeast corner of the lot conveyed to Chester Day et ux; thence North 00°45' West for 160 feet to a point; thence South 81°43' East for 100 feet to a point; thence southerly for 158.2 feet, more or less, to the point of beginning.

It is the Grantor's intention to convey unto the Grantee a lot or parcel of land fronting 100 feet on the North side of a private road as conveyed to Grantor and Grantee by Warranty Deed from W. T. Kernop et al, recorded in Book 118 at Page 245 and to further convey unto Grantee 25 feet evenly off the West side of that certain tract of property conveyed to Grantor and Grantee by Warranty Deed from W. T. Kernop et al, recorded in Book 112 at Page 167, of the land records of Madison County, Mississippi.

WITNESS my signature this 12 day of June

1981.

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STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned notary public in and for the aforesaid jurisdiction, AGNES G. EVANS, who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed on the day and year therein written.

GIVEN UNDER MY HAND and official seal on this 12th day

June 1981. (SEAL)

NV Commission expires the 12 1985:

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Agnes G. Evans Denson Street Canton, Ms. 39046 GRANTEE:

Paul B. Evans 3316 W. Palo Verde Dr. Phoenix, Arizona 85017

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

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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, I, PAUL B. EVANS, do hereby sell, convey and quitclaim unto AGNES G. EVANS all of my right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 68.6 feet on the north side of a private road, all lying and being situated in the NWk SWk, Section 15, Township 8 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the southwest corner of the well lot as shown on the Plat of Twin Lakes Subdivision as recorded in the Chancery Clerk's office of Madison County, Mississippi, and run thence North 62°18' West for 50.3 feet to a point on the West line of levee road; thence North 21°14' East along the West line of levee road; thence North 21°14' East along the West line of levee road for 489.9 feet to a point at the intersection of the extension of the West line of levee road with the North line of a private road; thence North 51°10' West along the North line of said private road 268.6 feet to the point of beginning of the property herein described, said point of beginning being the Southeast corner of a lot heretofore conveyed to Paul B. Evans and Agnes G. Evans by Warranty Deed recorded in Book 112 at Page 167; and from said point of beginning run thence South 51°10' East along the North line of said private road 68.6 feet to a point being the Southwest corner of a lot heretofore conveyed to John V. Hahn; thence North 51°10' West for 73.1 feet to a point; thence North 81°43' West for 73.1 feet to a point; thence North 81°43' West for 38.1 feet to a point, being the Northeast corner of said lot heretofore conveyed to Paul B. Evans and Agnes: G. Evans; thence southerly for 158.2 feet, more or less, to the point of beginning.

### ALSO:

15. C. P. 1.

A lot or parcel of land fronting 56.3 feet on the North side of a private road, all lying and being situated in the NW1 SW1, Section 15, Township 8 North, Range 3 East, Madison County, Mississippi and more particularly described as follows:

Commmencing at the Southwest corner of the well lot as shown on the Plat of Twin Lakes Subdivision as recorded in the Chancery Clerk's office of Madison County, Mississippi and run thence North 62°18' West for 250.3 feet; thence North 73°31' West for 235.2 feet to a point on the East side of a private road; thence North 00°45' West along the East side of said road for 520.7 feet to its intersection with the North side of another private road, thence South 81°43' North side of another private road, thence South 81°43' East for 381.3 feet along the north side of said road to the point of beginning of the property herein being described,

and from said point of beginning run thence North 81°43' West for 81.3 feet to a point, being the Southeast corner of a lot heretofore conveyed to Chester Day et ux; 'thence North 00°45' West for 160 feet to a point; thence South 81°43' East for 100 feet to a point; thence southerly for 158.2 feet, more or less, to the point of beginning. LESS AND EXCEPT a parcel of land being 25 feet evenly off of the West side of said property.

It is the intention of the Grantor to convey and quitclaim unto the Grantee all of the lot fronting 68.6 feet on the North side of a private road as conveyed to Grantor and Grantee by a Warranty Deed from W. T. Kernop et al as recorded in Book 118 at Page 245 of the land records of Madison County and in addition thereto, it is the Grantor's intention to convey unto Grantee all of the lot fronting 81.3 feet on the North side of a private road as conveyed to the Grantor and Grantee in a Warranty Deed from W. T. Kernop et al, recorded in Book 112 at Page 167, LESS AND EXCEPT 25 feet evenly off the West side of said lot. 1 2

WITNESS my signature this 19 day of May, 1981.

STATE OF MISSISSIPPI COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named PAUL B. EVANS who acknowledged that he signed and delivered the above and foregoing Quitclaim deed on the day and year therein written.

GIVEN UNDER my hand and official seal on this the 19 day 200 27,1982 Notary Public

GRANTOR:

Paul B: Evans 3316 W. Palo Verde Dr. Phoenix, Arizona 85017 **GRANTEE:** 

Agnes G. Evans Denson Street Canton, Ms. 39046

State Ministry STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

By D. L. D. C.

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(\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, I, the undersigned, Malcolm L. Carlisle, do hereby sell, convey and warrant unto John Howard Shows, all of my right, title and interest in and to the land and property situated in Madison County, State of Mississippi, being more particularly described as follows, to-wit:

Being situated in the SW 1/4 of Section 32, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an iron bar marking the intersection of the boundary line between Rhodes and Cabell by Court Decree No. 15616 as recorded in Deed Book 68 at Page 376 in the Office of the Chancery Clerk of Madison County, Mississippi, with the East R.O.W. line of Pear Orchard Road, as it is now (April, 1980) in use and run SOO° 10'15" E, along said East R.O.W. line 455.32 feet to an iron bar marking the NW corner of and the Point of Beginning for the property herein described; run thence N89°57'00"E, 956.20 feet to an iron bar; run thence . SOO°02'35" E, 302.83 feet to an iron bar; run thence S89°46'00" W, 152.15 feet to an iron bar; run thence S89°46'00" W, 52.15 feet to an iron bar; run thence S00°14'00" E, 200.00 feet to an iron bar; run thence S00°14'00" E, 200.00 feet to an iron bar; run thence S89°46'00" W, 803.59 feet to an iron bar in the aforesaid East R.O.W. line of Pear Orchard Road; run thence N00°10'15" W, along said East R.O.W. line, 505.88 feet to the Point of Beginning. Containing 10.368 acres, more or less.

This conveyance and warranty are subject to the lien of a deed of trust from B. E. Hutto and Malcolm L. Carlisle to the Estate of John Carl McBeath, which deed of trust is recorded in Book 472 at Page 113 in the office of the Chancery Clerk of Madison County at Canton, Mississippi.

There is excepted from the warranty hereof all building restrictions, protective covenants, easements, rights of way and prior mineral reservations of record.

Grantee herein assumes and agrees to pay ad valorem taxes for the current year and all subsequent years.

This property is no part of Grantor's homestead. WITNESS MY SIGNATURE, this the 25 day of August,

1981.

. GRANTOR'S ADDRESS:

RT. 1, Box 167 CLINTON, MS. 39056 Imkolm L. Carlisle

GRANTEE'S ADDRESS: 1440 Doposit Guaranty Plaza JACKSIN MS 3920 1

STATE OF MISSISSIPPI

COUNTY OF CHINAS

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named MolColm L. Conlists, who acknowledged to me that he signed and delivered the above and foregoing Warranty Deed on the date therein stated for the purposes therein expressed.

GIVEN under my hand and official seal, this the  $\frac{\Delta}{\Delta}$ 

day of Pugust

My commission expires:

STATE OF MISSISSIPPI, County of Madison:

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

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### WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficciency which is hereby acknowledged, I, RIGSBY WILLIAMS, JR., Grantor, do hereby convey and warrant unto IDA MARY BUFFINGTON and C. P. BUFFINGTON, Grantees, the following described real property lying and being situated in the city of Canton, Madison County, Mississippi to wit:

Lot Number Forty-Eight (48) of Hillcrest Sub-division to the City of Canton, Madison County, Mississippi, according to Plat thereof on record in the office of the Chancery Clerk of Madison County, Mississippi.

LESS AND EXCEPT all oil, gas and other minerals in on and under the above described property, save a non-participating one-eighth (1/8) of eight-eighths (8/8) royalty interest; it being the intention of the Grantor to convey unto the Grantees all of his right, title and interest in and to such oil, gas and other minerals.

WITNESS MY SIGNATURE on this the 25August, 1981.

RIĞSBY WILLIAMS, JR.

STATE OF MISSISSIPPI COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this the 25th day of August, 'August, 1981.

NOTARY PUBLIC

Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

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my office. ... Witness my hand and seal of office, this the ..... of AUG2 7 1961 ..... 19 .....

BILLY V. COOPER, Clerk

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, SHELBY B. SMITH, JR. and wife, CAROLYN SMITH-VANIZ SMITH, Grantors, do hereby convey and forever warrant unto WILLIAM H. SIMS, JR., Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 100 feet on the north side of East Academy Street, all lying and being situated in the NEI/4 SWI/4, Section 20, Township 9 North, Range 3 East, Canton, Madison County, Mississippi, and more particularly described as beginning at a concrete monument on the north line of East Academy Street, said monument being 50 feet north 00°09' east and 49.5 feet North 89°57' East from the intersection of the east line of Weems Drive with the south line of East Academy Street, and run North 01°00' East for 198.2 feet to a concrete monument; thence East for 100 feet to a concrete monument; thence South 01°00' West for 198.1 feet to a point on the north line of East Academy Street; thence South 89°57' West for 100 feet to the point of beginning.

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

1.	City of	Canton, Co	unty of M	iadison a	and State o	o <b>f</b>
Mississi	ppi ad va	lorem taxe	s for the	year 19	81, which	are liens,
but are	not yet d	lue or paya	ble and w	hich sha	all be prop	rated as
follows:						
Grantor:	743	llo	; Gr	antee:_	443 Ma_	·

- 2. City of Canton, Mississippi, Zoning Ordinance.
- 3. A deed of trust dated July 8, 1967, to W. D. McCarter, as Trustee to secure the Prudential Insurance Company of America, and recorded in the records of the Chancery Clerk of Madison County, Mississippi in Book 351 at page 470. The Grantors herein will continue to be liable for and make payments to Prudential in regard to the subject loan.

WITNESS OUR SIGNATURES on this the 20 day of August, 1981.

CAROLYN SMITH-VANIZ SMITH

STATE OF MISSISSIPPI county of madison

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PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above stated, the within named SHELBY B. SMITH, JR. and wife, CAROLYN SMITH-VANIZ SMITH, who stated and acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated.

GIVEN UNDER MY HAND and official seal this the Zott day of August, 1981.

COMMISSION EXPIRES:

STATE OF MISSISSIPPI BODE 177 Bage 460 2750

## ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due the certain indebtedness due and owing by the Grantors herein unto , which Mid State Mortgage Company indebtedness is secured by a Deed of Trust dated April 14 1978 , and recorded in Book 441 at Page 824 of the records of the Chancery Clerk of \_\_\_\_Madison County Mississippi, we , JOSEPH ROBERT MORAN, JR. and SALLY SUE \_\_\_\_\_, do hereby sell, convey, and warrant unto MORAN WILLIAM H. INZER IR and wife CATHERINE M INZER as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in \_\_\_Madison County \_, Mississippi, to-wit:

Lot 52, LONGMEADOW 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 Cabinet B at Slot 16, 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 <u>24th</u> day of <u>August</u>

SALLY SUE MORA MISSISSIPPI STATE OF HINDS COUNTY OF THIS day personally appeared before me, the undersigned Robert Moran, Jr. and Sally Sue Moran , who acknowledged that \_\_\_they signed and delivered the within and foregoing instrument on the day and year therein mentioned. GIVEN under my hand and official seal of office, this the 24th day of August munning. Commission Expires: ly Caramission Expires October 17, 1984. Minicipalitation of GRANTEES ADDRESS: . GRANTORS ADDRESS: 312 Longmeadow Court North 3641 Thorndike Fayetteville, N. C. 28303 Ridgeland, Ms

STATE OF MISSISSIPPI, County of Madison:

BILLY V. COOPER, Clerk

By D. D. C.

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## HOLK 117 W. 402 MIDEXED

### CORRECTION 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, the undersigned JAMES HUGH MURRAY and wife, BETTY BREWER MURRAY, whose mailing address if 527 Hunters Creek Circle, Madison, Mississippi 39110, do hereby sell, convey and warrant unto SAMUEL WAYNE SEYLER, a single person, whose mailing address is 321 Church Street, Madison, Mississippi 39110, the following described land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Situated in the North half of Section 17, Township
7 North, Range 2 East, Madison County, Mississippi,
more particularly described as follows: Commence
at the Northeast corner of the Southwest Quarter
of the Northeast Quarter of Section 17, Township 7
North, Range 2 East, Madison County, Mississippi
and run West 30.0 feet to the West right of way
line of Church Street; run thence Southerly along
the West right of way line of Church Street 347.0
feet to the Northeast corner of and the point of
beginning for the property herein described; continue
thence Southerly along the West right of way line
of Church Street 115.0 feet to the North right of
way line of Mackey Drive; run thence Westerly along the
North right of way line of Mackey Drive 150.0 feet;
run thence Northerly parallel with the West right of
way line of Church Street 115.0 feet; run thence
Easterly parallel with the North right of way line
of Mackey Drive 150.0 feet to the point of beginning.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantors agree to pay to said Grantee or his assigns any deficit on an actual proration.

THIS CONVEYANCE is subject to any and all recorded building restrictions, right of ways, easements or mineral

### 3" 1/1 m. 463

reservations applicable to the above described property.

🚁 . THIS DEED is given to correct that certain Warranty Deed dated May 22, 1981, and recorded in Book 176 at Page 133, to correct the names of the Grantors therein.

WITNESS OUR SIGNATURES, this the 26th day of August 1981, as of May 22, 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 JAMES HUGH MURRAY and wife, BETTY BREWER MURRAY, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

· WITNESS MY SIGNATURE AND OFFICIAL SEAL, OF OFFICE, this \_, 1981. the 26th day of August

My Commission Expires: My Commission Expires May 21, 1985

GRANTOR: 527 Hunters Creek Circle : Madison, Ms 39110

GRANTEE: .321 Church Street Madison, Ms 39110

STATE OF MISSISSIPPI, County of Madison: And the second s BILLY V. COOPER, Clerk By M. Wright D.C. 

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned Barbara Gordon Yeatman, does hereby sell, convey and warrant unto Sunder H. Jagwani and wife, Rani S. Jagwani, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 73, Lakeland Estates, Part 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 4 at page 27, reference to which map or plat is here made in aid of and as a part of this description.

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

CRANTEES assume and agree to pay that certain Deed of Trust executed by James Leaon Hudgens and wife, Patricia L Hudgens to Mid States Mortgage Company, dated June 8, 1977, recorded in Book 430 at page 755, securing an indebtedness in th sum of \$26,400.00.

GRANTOR does hereby assign, set over and deliver unto Grantees any and all escrow funds held by beneficiary under said Deed of Trus t; further, by acceptance of said escrow funds, Grantees assumes payment of taxes for the current year. .

WITNESS THE SIGNATURE of the Grantor, this the 4th day of August 1981. ARI

Laifara Hordon yeatman

STATE OF TEXAS

and the same

COUNTY OF HARRIS

TEN Pesonally came and appeared before me, the undersigned authority

in and for the jurisdiction aforesaid, Barbara Gordon Yeatman, who

acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

Witness my signature and official seal of office this the 4th
day of August, 1981.

Cindy Barsalou

My commission expires June 22, 1985

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STATE OF MISSISSIPPI County of Madison: 

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

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### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) . cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, IDA MARY BUFFINGTON, Grantor, does 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, Mississippi, to-wit:

A lot or parcel of land fronting 34 feet on the west side of Hickory Street and more particularly described as beginning at a point that is 192 feet S Ol° 33' E along the west line of Hickory Street from its intersection with the south line of Dinkins Street and run S 89° 44' W, parallel to Dinkins Street, for 154.7 feet to a point; thence N Ol° 33' W, parallel to Hickory Street, for 34 feet to a point; thence N 89° 44' E, parallel to Dinkins Street, for 154.7 feet to a point on the west line of Hickory Street; thence S Ol° 33' E, along the west line of Hickory Street for 34 feet to the point of beginning.

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

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1981, which shall b prorated as follows, to-wit: Grantor: 6/1015; Grantee: 1/12745.
- 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.
- 4. No part of the above described property is a part of the homestead of the grantor. WITNESS MY SIGNATURE on this the 28th day of 106057 1981.

STATE OF MISSISSIPPI

COUNTY OF MADISON

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

AUCUST, 1981.

Public Notary

COMMISSION EXPIRES:

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Grantor: Ida Mary Buffington 160 E. Peace St. Canton, Miss. 39046

Grantee: City of Canton City Hall Canton, Miss.

STATE OF MISSISSIPPI, County of Madison:

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#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, IDA MARY BUFFINGTON, Grantor, does 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, Mississippi, to-wit:

A lot or parcel of land fronting 50 feet on the south side of Dinkins Street and more particularly described as beginning at a point that is 104.7 feet S 89° 44' W along the south line of Dinkins Street from its intersection with the west line of Hickory Street, (said point also being 345 feet N 89° 44' E and 5 feet S 01° 33' E from the intersection of the east line of Cameron Street with the south line of Dinkins Street), and run S 01° 33' E, parallel to Hickory Street, for 158 feet to a point; thence S 89° 44' W, parallel to Dinkins Street, for 50 feet to a point; thence N 01° 33' W, parallel to Hickory Street, for 158 feet to a point on the south line of Dinkins Street; thence N 89° 44' E, along the south line of Dinkins Street for 50 feet to the point of beginning.

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

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1981, which shall be prorated as follows, to-wit: Grantor: 9/12\*; Grantee: 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.
- 4. No part of the above described property is a part of the homestead of the grantor.

WITNESS MY SIGNATURE on this the 28 day of August

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, IDA MARY BUFFINGTON, who acknowledged to me that she did sign and deliver the above

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and foregoing instrument on the date and for the purposes
therein stated.

GIVEN-UNDER MY HAND and official seal on this the day
of manufacture, 1981.

Notary Public

Grantor:
Grantor:
Grantor:
Grantor:
Grantor:
Granton, Mississippi 39046

Grantee:
City of Canton
City Hall
Canton, Mississippi 39046

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this:

May of Mississippi 19 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:
May of Mississippi 19 Madison:
Witness my handand seal of office, this the of MIG2 & 1997.

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

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#5858 BOOK 172 PACE 61 es 177 m. 408 warranty deed

Contraction of the Contraction o For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, CHARLES E. WARWICK, do hereby convey and warrant unto LOUIS L. RUNGE and MRS. Betty Gail Runge the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

5.0 acres, situated in Section 22, Township 9 North, Range 4 East, Madison County, Mississippi, more particularly described as follows, to-wit:

Commencing at the NW corner of Section 22, Township 9 North, Range 4 East, and run thence East for 1365.8 feet, thence South 00 degrees 20 minutes West for 747.1 feet to the point of beginning of the land herein described; and run thence North 86 degrees 54 minutes East for 367.9 feet; run thence South 64 degrees 26 minutes East for 344.7 feet; run thence South 00 degrees 21 minutes West for 222.1 feet; run thence North 88 degrees 30 minutes West for 679.1 feet; and run thence North 00 degrees 20 minutes East for 333.2 feet back to the point of beginning; said land herein described consisting of 5.0 acres, more or less, being located in the NW 1/4 of Section 22, Township 9 North, Range 4 East, Madison County, Mississippi. Mississippi.

The property herein conveyed is subject to those certain Protective Covenants attached hereto as Exhibit "A" and made a part hereof; and also subject to the Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.

There is excepted from this conveyance all oil, gas and other minerals which have heretofore been conveyed, reserved or excepted by prior owners.

As a part of the above mentioned consideration for this conveyance, grantees have this date executed and delivered unto grantor a promissory note and purchase money deed of trust in the amount of \$8,500.00 securing the balance of the unpaid purchase price for this conveyance. In addition to the aforesaid purchase money deed of trust, grantor hereby retains a vendor's lien to secure the aforesaid unpaid balance of the purchase price of the above described land. Cancellation and satisfaction of

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said deed of trust, or a partial release therefrom, shall also effect and operate as a pro tanto cancellation, satisfaction or partial release of the vendor's lien hereby retained.

The property herein conveyed constitutes no part of the homestead of the grantor.

Taxes for the year 1980 shall be paid by the grantor.

. WITNESS my signature this 10th day of November, 1980.

Charles E. Warwick

STATE OF MISSISSIPPI COUNTY OF Mends

6 \$4 4 1 12 a

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

Given under my hand and official seal this the 10 day

Notary Public

commission expires:

My Commission Expires Aug. 25, 1933

These covenants herein set forth have reference to and control that land described in the Contract-of Sale and Disclosure Statement which these covenants are attached to and are a part

- The land shall be known and described as residential and no structure shall be erected, placed, altered, or permitted to remain on such land or building plot other than one detached single-family dwelling of a permanent nature, and such dwelling must be (a) designed or approved by a professional designer, or (b) standard factory product designed for residential usage (other than mobile homes), and (c) finished on its exterior (except for decorative purposes), (d) subject to Madison County Subdivision Regulations, and (e) have a minimum heated and/or cooled living area of 1000 square feet.
- Until January 1, 1981, any type dwelling, temporary or permanent, may be erected or placed on the land so long as such erection or placement does not violate Madison County Subdi-· vision Regulations or provisions (a), (b), (c) and (d) of . Paragraph 2 above. Thereafter, no temporary dwelling may be placed or allowed to remain on any lot.
- No new structure erected on such lots shall be located nearer than fifty (50) feet from the front street line of such lots and no closer than twenty-five (25) feet from any other line of such lots.
- 5. No noxious or offensive trade or activity shall be carried on upon any lot in said subdivision; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No swine shall be kept on any lot.
- 6. All accessory buildings shall have a finished or decorative exterior ...
- The land may be resubdivided so long as all parts of such parcels conform to these covenants and to Madison County Subdivision Regulations. All sanitary sewerage disposal systems must conform with health department standards. Also, nothing herein contained shall prevent the owner of two or more adjoining lots from considering the combined area of the two or more lots as one building lot, in which event the set-back lines for building purposes shall be construed and interpreted to apply to the outside lines of the two or more combined lots and not to any line which is common to such combined lots.
- Should any one or more of these covenants be by final judgement or decree of any competent court invalidated, such invalidation shall in no wise affect any of the other covenants or provisions herein, but such remaining covenants or provisions shall remain in full force and effect.

Exhibit "A" To Warranty Deed from Charles E. Warwick to Louis L. Runge and Mrs. Betty Gail Runge

STATE OF WISSISSIPPI, County of Mad	ison:	'	
I, Billy V. Cooper, Clerk of the C	hancery Court of said County, ce	ctify that the within instrume	int was filed
Carried in the Control of the Contro	of (1) (Member 1905)	at ZUJJU o'clock	iyj., and
was duly recorded on the day of my office.	nEC 2 1980 19	Book No. 42.2on Page	.61.2. in
was duly recorded on the day of	nac 2 1980	0	1
my office. Witness my hand and seal of office,	this the		<i>\</i>
L. CARREST CO. A. C.		BILLY V. COOPER, Clerk	
La Control of the Con	By N	Wust	p. c.
Lance Assertable All Lances Com-	D7 #- /A	ration of the second se	

STATE OF MISSISSIPPI, County of Madison:

Charlis West of the way

BILLY V. COQRER, Clerk

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EASEMENT AND WATER USERS AGREEMENT 112

THIS AGREEMENT ontered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "BISTRICT", and Light Water hereinafter called "USER

#### WITNESSETH:

2 WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and

agreement herein contained; it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

China Sub-Division

See 24 to 90 R-26; madian County

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The USER agrees to grant to the DISTRICT, its successors and assigns,

correctual endowent in over under and upon the above described land, with the

perpetual easement in, over, under and upon the above described land, with the right to orect; construct, install, and lay, and thereafter use, operate, inspect, repair, maintain; replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and ogress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that noint. that point. ٤.

. The USER agrees to comply with and be bound by the Statute, By-Laws, The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT'S By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter. refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the any sorvice line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event thought to water supply shall be insufficient to meet all the needs of the USERS or in the event there is a shortage of water, the DISTRICT may pro-rate the water available

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among the various USERS on such basis as is deemed equitable by the Board of among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all USERS for the USERS, the DISTRICT must first satisfy all of the needs of all USERS for demostic purposes before supplying any water for other purposes and purposes before supplying any water for other purposes and purposes are purposed to the purposes and purposes and purposes are purposed to the purposes and purposes are purposed to the purpose and purposes are purposed to the purpose and purposes are purposed to the purpose and purpose are purposed to the purpose and purpose and purpose and purpose are pu domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall made available to the USER by the DISTRICT. commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as stood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it forth above would cause serious and substantial damages. The would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will how subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes water being shut off from the USER's property; a fee necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service.

OIN WITNESS. WHEREOF, we have executed this Agreement on this the day BIG BLACK WATER DISTRICT USER e a playa J-13 t has we write illust I'm it i Subscribed and sworn to before me in my presence, this John day of the presence of the presenc a Notary Public in and for the County of Manager State of d ist redding. affaun a Jan STATE OF MISSISSIPPI, County of Madison:

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### EASEMENT AND WATER USERS AGREEMENT 111.

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body ic of the State of Mississippi, hereinafter galled the "DISTRICT", and hereina

#### WITNESSETH:

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WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows: herete as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the

following described property:

12 trailor on left by 5th house on left

See 2th TV 9N R-ZE Militar County SW/y SW/6 ....

The USER agrees to grant to the DISTRICT, its successors and assigns, porpetual easement in, ever, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operato, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The shall begin at the meter and extend to the dwelling or place of use. service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at And Walkers that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, ...Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees DISTRICT's By-Laws, and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT. ; · ·

The USER agrees to pay a deposit in the amount of ... In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the  5" < 177 ML 474

among the various USERS on such basis as is deemed equitable by the Board of among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for agriculture purposes. any water for agriculture purposes,

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The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whother the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual lesses because of the difficulty of estimating with exactness the resulting damages.

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IN WITNESS WHEREOF, we have executed this Agreement on this that BIG BLACK WATER DISTRICT aliku ter. Then sent the Total Part Subscribed and sworn to before me in my presence, this 5 V CUMP 19

STATE OF MISSISSIPPI, County of Madison:

The state of the s

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

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EASEMENT AND WATER USERS AGREEMENT Old old - p

politic of the State of Mississippi, hereinatter called the "DISTRICT", and called "USER" ... THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body

WITNESSETH:

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WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

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The USER agrees to grant to the DISTRICT, its aucossors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and day, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

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IN WITNESS WHEREOF, we have executed this Agreement on this the YATER DIS with the tell the USER Tagandergali (88) ya 12 Marija ya 18 ya 1994 USER Swar ile artis tauti "" "" t J. "..." Costo art com part in appear of their Subscribed and sworn to before in my presence, this Day of the step being or social and a second My commission expires STATE OF MISSISSIPP ( County of Madison:

19...., Book No. / 7. Jon Page 42.5 in Witness my hand and seal of office, this the .....of.

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ECX 177 PAGE 477

INDEXEL

# EASEMENT AND WATER USERS AGREEMENT

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Steen botton NEGSELG Sec 20 TNIN. R.3 E.

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IN WITNESS WHEREOF, we have executed this Agreement on this the 5 day The state of the transfer of the state of th BIG BLACK WATER DISTRICT . ~ -- .. of the steep to not the first of manager a nerve to seed out yet a nerve to the second out yet and the second out presence, this Toy of Lead to the Toy of Lead to th

A Comment STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this day of day of 1981, at 47.40 o'clock ... M., and was duly recorded on the day of AUG 1 1981, Book No.) On Page 4.7. in Witness my hand and seal of office, this the AUG 3 1981

BILLY V. COOPER, Clerk Witness

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

### LEGIK 177 PAGE 479 RIGHT-OF-WAY EASEMENT

FOR AND THE CONCENERATION OF ALL AND SOURCE TO A CONCENERATION OF A CONCENERAT
FOR AND IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00)
and other good and valuable considerations, the receipt and sufficient
of which is hereby acknowledged, I, the undersigned, do hereby convey
unto BIG BLACK WATER DISTRICT, a right-of-way and easement on, over
and across the following described property lying and being situated
in Madison County, Mississippi, to-wit:
A strip, of land twenty-five (25) feet in width along
.   •• -
the West side of the Zuky Road
NE /4 SE/g
21/
Section 24, Township 10N North,
Range <u>2E</u> East, <u>Madison</u>
County, Mississippi;
for the purpose of laying, constructing, replacing and maintaining
a water distribution line or lines and appurtenances thereto, with
rights of ingress and egress for such purposes.
rights of ingless and egress for such purposes.
THIS THE 19th day of fuly 1979
LV Bailey.
VITNESS:
Dhe Lee Mauldin Subscribed and sworn to before me in my presence, this 19 134 of July
19 79, a Notary Public in and for the
County of Medicine of Muss
(Trains)
No commission expires 379183
The state of the s

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this day of day of 1981, at 20 clock M, and was duly recorded on the day of AUG 3 1981, 19 Book No/ On Page 7.5. in my office.

Witness my, hand and seal of office, this the of AUG 3 1 1981, 19

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

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177 m. 480 EASEMENT AND WATER USERS AGRECIENT

iil di's THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body Pitic of the State of Mississippi, hereinafter called the "DISTRICT", and hereina hereinafter "USER". called

WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

The house on Kings Rauch Road.
Sec 24 TV 9N RZE madison County.
5W/9 SW/9

The USER agrees to grant to the DISTRICT, its gucessors and assigns, a porpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and ogress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws, and Bullet and Bernickian and agrees are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT. Œ

The USER agrees to pay a deposit in the amount of \_\_\_\_\_. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water moter.

The DISTRICT shall have final authority in any question of location of any service line connection to the distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made, of this service line for the purpose of supplying water to another USER. In the ovent the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available

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among the various USERS on such basis as is deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic; purposes before supplying any water for other purposes before supplying any water for agriculture purposes. . . . .

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whother the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will has subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes reconstant for the DISTRICT to shut off the water from a USER's property. a fee necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service.

IN WYNESS WHEREOF, we have executed this Agreement on this the AT AN A BEA bosque de la company de la com The state of the place of the state of the s The District of the second transfer of the second of the s

for-record in my office this condition of the Chancery Court of said County, certify that the within instrument was filed for-record in my office this condition of the chancery Court of said County, certify that the within instrument was filed for-record in my office this condition of the chancery Court of said County, certify that the within instrument was filed for-record in my office this condition of the chancery Court of said County, certify that the within instrument was filed for-record in my office this condition of the chancery Court of said County, certify that the within instrument was filed for-record in my office this condition of the chancery Court of said County, certify that the within instrument was filed for-record in my office this condition of the chancery Court of said County, certify that the within instrument was filed for-record in my office this condition of the chancery Court of said County, certify that the within instrument was filed for-record in my office this condition of the chancery Court of said County, certify that the within instrument was filed for-record in my office this condition of the chancery condition

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

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# EASEMENT AND WATER USERX AGREEMENT

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THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "PISTRICT", and JANTS RACKNAY R-3 R-147G Gantle-hereinafter called "USER".

#### WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants; promises and '-agreement herein contained, it is hereby understood and agreed by the parties thereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

The house or Right on Kings Ranch Boal. See 44 TV 9V R 25 madie County

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT'S By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of \_\_\_\_\_\_. In the event service to the USER.is.torminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made not his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS; or in the event there is a shortage of water, the DISTRICT may pro-rate the water available

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The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set liquidated damages in that a breach by the USER in either of the DISTRICT, and it forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages. of estimating with exactness the resulting damages.

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### EASEMENT AND WATER USERS AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and LONG BRADSHAW COLUMN TRAIL hereinafter called "USER". APT. (03 HURST TIXAS 76033 WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT chall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

N.E.4 SEK Sec 21 TN9NRIE

The USER agrees to grant to the DISTRICT, its nucessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operato, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws,

"- Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and
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to the imposition of such penalties for noncompliance as are now set out in the
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The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

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The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall broach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto-have computed, estimated and agreed upon said, sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

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

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### EASEMENT AND WATER USERS AGREEMENT



THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USER".

### WITNESSEIH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

NW/4 SW/4 Sec 22 TN9N 1E

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, constuct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point:

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

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The USER agrees to pay a doposit in the amount of \$ 15.00.

In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of the termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connected to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available among the various USERS on such basis as is

deemed equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto 177 PAGE 487 or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the USERS, the DISTRICT must first satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future cross-connections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT: Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it respects set forth above would cause serious and substantial damages. The parties hereto have would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of eliminating with exactness the resulting damages.

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19 1/1. BIG BLACK WATER DISTRICT WITNESS:

STATE OF MISSISSIPPI COUNTY OF MADISON

above mentioned, who acknowledged to me that / did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

Notary Public

USER

GIVEN UNDER MY HAND and official seal on this the 25

(SEAL) MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County the within named going instrument, who being first duly sworn, deposeth and saith that saw the within whose name(s) is subscribed as a sub going instrument, who being first duty sworn, deposeth and saith that saw the within whose name(s) is subscribed there sign and deliver the same to the said DISTRICT; that this affiant, subscribed his name as a witness thereto and acknowledged that they signed and delivered the foregoing instrument on the day and vertiberein mentioned. day and year; herein mentioned.

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

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## EASEMENT AND MATER USERS AGREEMENT



THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT", and hereinafter called "USER".

#### WITNESSETH:

. WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

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In the event the USER shall breach this Contract by refusing or failing, without just-cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and sobtantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages. ,

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EASEMENT AND WATER USER'S AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "DISTRICT"; and called "USER".

#### WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

The USER agrees to grant to the DISTRICT, its Bucessors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT'S By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

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The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each sorvice. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available

among the various USERS on such basis as is deemed equitable by the Board of among the various USERS on such basis as is deduced equitable by the Board of Commissioners, and may also prescribe a schedule of hours covering use of water for garden purposes by particular USERS and require adherence thereto or profits the use of water for garden purposes; provided that, if at any time the hibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all users for the users; the DISTRICT must first satisfy all of the needs of all users for dementic purposes before supplying any water for other purposes. the USERS, the District must lirst satisfy all of the needs of all USERS for domestic purposes before supplying any water for other purposes before supplying any water for agriculture purposes.

The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future cross-

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In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of the Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as stood and agreed by the parties hereto that the SER in either of the respects set liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will her subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property: (3) In the event it becomes account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes accessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service.

of IN WITNESS WHEREOF, we have executed this Agreement on this the day BY: Browlse

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only with a view the transport of Subscribed and sworn to before me in my are a chulent presence, this day of the day of

BILLY V. COOPER, Clerk

By D. Whaplit ...., D. C.

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### EASEMENT AND WATER USERS AGREEVENT , ; !



THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body politic of the State of Mississippi, hereinafter called the "District", and hereinasted "USER".

. WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the

Sec 8 TN 9N R 3E Sic 6 Fr 4: R 3E following described property:

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The USER agrees to grant to the DISTRICT, its successors and assigns, perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of increas to and corese from the above described lands. purposes of ingress to and cgress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT'S By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT. and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of 2500. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and arrived the product of the course of the deposit shall be held and arrived the user. event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available The DISTRICT shall have final authority in any question of location of

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The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whother the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution without just cause, to connect his service line to the DISTRICT a lump sum of system as set forth above, the USER agrees to pay the DISTRICT a lump sum of three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as a stood and agreed by the parties hereto that the said amount is agreed upon as tiquidated damages in that a breach by the USER in either of the respects set liquidated damages in that a breach by the USER in either of the DISTRICT, and it forth above would cause serious and sybstantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. would be difficult, if not impossible, to prove the amount of damages. The would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimated with eventues the resulting damages. of estimating with exactness the resulting damages.

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IN WITNESS WHEREOF, we have executed this Agreement on this the day brigabe worth wild ad you (200 ) the contraction

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STATE OF MISSISSIPP), County of Madison:

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

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# EASEMENT AND WATER USERY AGREEMENT

THIS AGREEMENT entered into between the BIG BLACK WATER DISTRICT, a body pointic of the State of Mississippi, hereinafter called the 'DISTRICT', and SENTHY LEE BYRD R-3 CHINN DRIVE hereinafter called "USER".

### WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:.

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described property:

1. House north of Church in Cherin Sult devision, Ser 24 th 9N RZE Sw/g Sw/g Madrion County.

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT'S By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of ... In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

The DISTRICT shall purchase and install a cut-off valve and may also include a water meter in each service. The DISTRICT shall have exclusive right to use such cut-off valve and water meter.

The DISTRICT shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to USERS in the event of a water shortage; and may shut off water to a USER who allows a connection or extension to be made of his service line for the purpose of supplying water to another USER. In the event the total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the DISTRICT may pro-rate the water available

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The USER agrees that no other present or future source of water will be connected to any waterlines served by the DISTRICT's waterlines and will disconnect from his present water supply prior to connecting to and switching to the DISTRICT's system and shall eliminate their present or future crossconnections in his system.

The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system. connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly underthe stood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and experential damages to the DISTRICT, and it inquidated damages in that a breach by the USEK in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimation with executors the resulting demages. of estimating with exactness the resulting damages. . .

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will has subject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have executed this Agreement on this the of Oceanion BIG BLACK WATER DISTRICT PATTY WEET Commission and and other as the rest of year sold the con-BY E 7 5; to terror co The state of the distribution of the state o Serle

The DISTRICT until surerise and install a out-off valve, of may also decide a water mater is each a rvice. I. Language child have at rvive right to use such out-off value, of water acter.

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STATE OF MISSISSIPPI, County of Madison: 

BILLY V. COOPER, Clerk 

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### EASEHENT AND WATER USERS AGREEMENT

INDEXED FOR

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WITNESSETH:

WHEREAS, the USER desires to purchase water from the DISTRICT and enter into an Easement and Water Users Agreement as required by the DISTRICT:

NCW, THEREFORE, in consideration of the mutual convenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitation set out in its By-Laws and Rules and Regulations now in force or as hereafter amended, such quantity of water as USER may desire in connection with USER's occupancy of the following described presents: following described property:

him Sub division Sec 2th Tu qu R-2E madria County SW/4 & M/4.

The USER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining land belonging to the USER for the purposes of ingress to and egress from the above described lands.

The USER shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the DISTRICT at the nearest place of desired use by the USER, provided the DISTRICT has determined in advance that the system is of sufficient capacity to permit delivery of water at that point. that point.

The USER agrees to comply with and be bound by the Statute, By-Laws, Rules and Regulations of the DISTRICT, now in force, or as hereafter duly and legally supplemented, amended or changed. The USER also agrees to pay for water at such rates, time and place as shall be determined by the DISTRICT, and agrees to the imposition of such penalties for noncompliance as are now set out in the DISTRICT's Ry-Laws and Rules and Regulations. Or which may be hereafter adopted DISTRICT's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the DISTRICT.

The USER agrees to pay a deposit in the amount of \_\_\_\_\_\_. In the event service to the USER is terminated, either voluntarily by the USER, or by the DISTRICT for cause, the deposit shall be held and applied by the DISTRICT to any unpaid balance then owing to the USER's account. Should the account be fully paid at the time of termination of service to the USER, the deposit shall be refunded by the DISTRICT within a reasonable time thereafter.

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IN WITNESS WHEREOF, we have executed this Agreement on this the \_\_\_\_\_, 19\_ BIG BLACK WATER DISTRICT

BY: Did too Man V.5\* of the state of th nite no comment of the comment of th

Subscribed and sworn to before me in my a photo-i presence, this day of the same of the sa

STATE OF MISSISSIPPI, County of Madison:

By Wright D.C.

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EASEMENT AND WATER USERS AGREEMENT

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The USER shall connect his service lines to the DISTRICT's distribution system and shall commence to use water from the system on the date the water is made available to the USER by the DISTRICT. Water charges to the USER shall commence on the date service is made available, regardless of whether the USER connects to the system.

In the event the USER shall breach this Contract by refusing or failing, without just cause, to connect his service line to the DISTRICT's distribution system as set forth above, the USER agrees to pay the DISTRICT a lump sum of Three Hundred Dollars (\$300.00), as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the DISTRICT, and it would be difficult. If not impossible, to prove the amount of damages. The forth above would cause serious and substantial damages to the district, and it would be difficult, if not impossible, to prove the amount of damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forcast of probable actual losses because of the difficulty of estimating with exactness the resulting damages.

The failure of a USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties: (1) Nonpayment within 10 days from the due date will hersubject to a penalty of 10% of the delinquent account; (2) Nonpayment within 30 days from the due date will result in the water being shut off from the USER's property; (3) In the event it becomes necessary for the DISTRICT to shut off the water from a USER's property, a fee will be charged for a reconnection of the service. will be charged for a reconnection of the service.

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