

BOOK 190 PAGE 601

WARRANTY DEED

36227

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, HARKINS BUILDING SUPPLY, INC., a Mississippi corporation, acting by and through its duly authorized officer does hereby sell, convey and warrant unto JAMES HARKINS BUILDER, INC., a Mississippi corporation, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Forty-Four (44) and Two (2), BROOKFIELD, PART I, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Cabinet B-62, reference to which map or plat is hereby made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1984 are to be prorated between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE OF THE GRANTOR herein, this the 11 day of May, 1984.

HARKINS BUILDING SUPPLY, INC.

BY: 
JAMES HARKINS, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF HINDS: : :

PERSONALLY appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named James Harkins, who acknowledged to me that he is the President of Harkins Building Supply, Inc., a Mississippi

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NOTARY PUBLIC

for record in my office
was duly recorded in
my office.
Witness my hand

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

C
BOOK 186 PAGE 603

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 HARKINS BUILDING SUPPLY, INC., a Mississippi corporation, acting by and through its duly authorized officer does hereby sell, convey and warrant unto NELSON CONSTRUCTION COMPANY, INC., a Mississippi corporation, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lots Thirty-Five (35) and Thirty-Six (36), BROOKFIELD, PART I, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Cabinet B, Slot 62 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1984 are to be prorated between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the 11 day of May, 1984.

HARKINS BUILDING SUPPLY, INC.

BY: [Signature]
JAMES HARKINS, PRESIDENT

STATE OF MISSISSIPPI

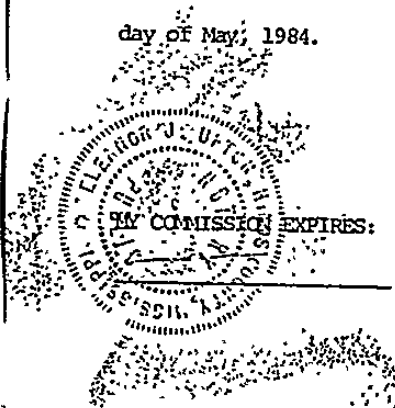
COUNTY OF HINDS: : :

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named James Harkins, who acknowledged to me that he is the President of Harkins Building Supply, Inc., a Mississippi corporation, and that he, as such President signed and delivered the above

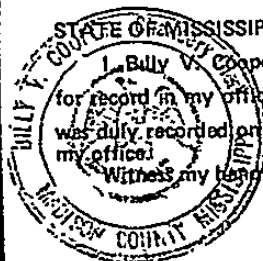
and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

BOOK 196 PAGE 601

GIVEN UNDER my hand and official seal of office, this the 11 day of May, 1984.



Eleanor J. Weston
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 23 day of May, 1984, at 9:00 o'clock PM, and was duly recorded on the 23 day of May, 1984, Book No. 196 on Page 601 in my office.

Witness my hand and seal of office, this the 23 day of May, 1984.

BILLY V. COOPER, Clerk

By N. Whight, D. C.

C

STATE OF MISSISSIPPI,
COUNTY OF MADISON.

BOOK 196 PAGE 605

T I M B E R D E E D

For and in consideration of the sum of Ten Dollars, ³⁶⁰⁰and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Richard Stewart, Preston Stewart, and Leon Stewart, do hereby sell, convey, and warrant to Tennessee River Pulp & Paper Company, a Delaware Corporation, having its principal place of business in Counce, Tennessee, all merchantable timber lying and being situated on the following described land in Madison County, Mississippi, to-wit:

All land lying north of the creek on the following described land:

The E $\frac{1}{2}$ of the W $\frac{1}{2}$ and 70 acres off the west side of the E $\frac{1}{2}$ of section 23, township 10 north, range 4 east, Madison County, Mississippi, containing 230 acres, more or less.

The grantee, its agents, employees, successors and assigns, are granted the right to enter upon said land with vehicles of all types or other equipment deemed by it necessary for the purpose of removing said timber or other related purposes at any time until May 9, 1986. All rights of the grantee, its successors and assigns, are terminated on May 6, 1986, and all timber hereby conveyed that is not cut and removed by the grantee, or its successors and assigns on or before said termination date shall thereupon revert to the grantors. The grantee shall not be liable or responsible for small or unmerchantable timber that is necessarily damaged in the cutting and removing of the timber conveyed by this deed.

The grantee, its agents, employees, successors, and assigns, shall have a reasonable right of ingress and egress over said land, and all adjoining land of the grantors, for the purpose of cutting, manufacturing, and removing said timber from said land, together with reasonable mill sites.

This timber deed shall bind and inure to the benefit of the successors and assigns of the parties hereto.

The above described property does not constitute any part of the homestead of any of the grantors.

The mailing address of the grantors is c/o Richard Stewart, P. O. Box 157, Carthage, Mississippi 39051. The mailing address of the grantee is P. O. Box 411, Ackerman, Mississippi 39735.

WITNESS our signatures, on this the 23rd day of

May, 1984.

Richard Stewart
RICHARD STEWART

Preston Stewart
PRESTON STEWART

Leon Stewart
LEON STEWART

BOOK 196 PAGE 603

STATE OF MISSISSIPPI,
COUNTY OF MADISON.

Personally appeared before me, the undersigned authority in and for said county and state, the within named RICHARD STEWART, PRESTON STEWART, AND LEON STEWART, who severally acknowledged that they signed and delivered the foregoing instrument on the date therein mentioned as and for their own free act and deed.

Given under my hand and official seal of office, on this the

23 day of May, 1984.

Billy V. Cooper
NOTARY PUBLIC

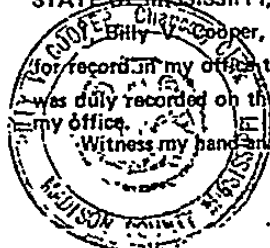
Chancery Clerk
By H. Wright
D.C.

(SEAL)

My commission expires 1-4-88.

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 23 day of May, 1984, at 10:25 o'clock A.M., and was duly recorded on the MAY 23 day of 1984, 1984, Book No. 196 On Page 603 in my office.
Witness my hand and seal of office, this the MAY 23 day of 1984, 1984.
BILLY V. COOPER, Clerk
By H. Wright, D.C.



QUITCLAIM DEED

BOOK 196 PAGE 607

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, MARGARET BYRNE CUNNINGHAM, do hereby convey and quitclaim unto RONALD EMILE MOLLERE and ANNE NELSON MOLLERE, as joint tenants with rights of survivorship and not as tenants in common, that real estate situated in Madison County, Mississippi, described as:

A tract or parcel of land containing 3.0 acres, more or less, situated within the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 27, Township 8 North, Range 1 East, Madison County, Mississippi, more particularly described as:

Beginning at the northwest corner of the SW $\frac{1}{4}$ of said Section 27, said point of beginning being a fence corner on the south line of an east-west gravel road, and from said point of BEGINNING run thence north 86 degrees 08 minutes 46 seconds east for 324.21 feet along a fence line to an iron pin; thence south 03 degrees 15 minutes 31 seconds east for 403.09 feet to an iron pin; thence south 86 degrees 08 minutes 46 seconds west for 324.21 feet to a 36 inch oak tree at a gate; thence north 03 degrees 15 minutes 31 seconds west for 403.09 feet to the point of beginning.

WITNESS my signature this 24th day of April, 1984.

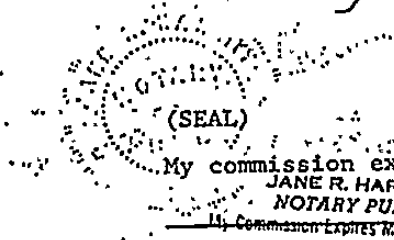
Margaret B. Cunningham
Margaret Byrne Cunningham

STATE OF Connecticut
COUNTY OF Meriden

Personally appeared before me, a Notary Public in and for said County and State, the within named MARGARET BYRNE CUNNINGHAM who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned and for the purposes therein stated.

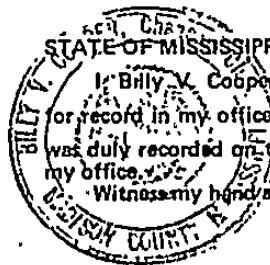
Given under my hand and official seal this the 11th day of May, 1984.

Jane R. Harrity
Notary Public



My commission expires:
JANE R. HARRITY
NOTARY PUBLIC
My Commission Expires March 31, 1989

Address of Grantor: 16 Cross Highway, Westport, Connecticut 06880
Address of Grantees: 217 Sun Drive, Jackson, Mississippi 39211



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 23 day of May, 1984, at 10:00 clock A.M., and was duly recorded on the 23 day of MAY, 1984, Book No. 196 Page 607.
Witness my hand and seal of office, this the 23 day of MAY, 1984.

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

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged we, the undersigned TRAVIS A. WARREN and HARRIETTE W. WARREN do hereby sell, convey and warrant unto BILL M. HALBERT, JR. and NELL W. HALBERT as joint tenants with right of survivorship the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Commencing at an iron pipe on the South line of a county road (County Barn Road), said pipe is 1957.3 feet South and 1354.5 feet West of the NE corner of Section 5, T-7-N, R-2-E, Madison County, Mississippi, run South 00° 47' West along an old fence line for 354.8 feet, thence South 00° 25' West for 260.8 feet to the NE corner of the lot described herein and the point of beginning;

Thence, South 00° 25' West for 130.4 feet to an old fence corner; thence North 89° 13' West for 182.5 feet along an old fence line; thence North 00° 47' East for 130.4 feet; thence South 89° 13' East for 181.7 feet to the point of beginning.

The above described lot lies and is situated in the SW¼ of the NE¼ of Section 5, T-7-N, R-2-E, Madison County, Mississippi, and contains 0.55 acre.

Also a 40 foot access road described as follows: Easement commencing at an iron pipe on the South line of county road, said point is 1957.3 feet South and 1354.4 feet West of the NE corner of Section 5, T-7-N, R-2-E, Madison County, Mississippi, run North 50° 17' West along the South line of county road for 257.1 feet to the center line of access road and point of beginning;

Thence South 00° 47' West for 516.4 feet; thence South 89° 13' East for 20.0 feet; thence South 00° 47' West for 391.2 feet; thence North 89° 13' West for 40.0 feet; thence North 00° 47' East for 924.2 feet; thence South 50° 17' East for 26.0 feet along the South line of county road to the POINT OF BEGINNING.

WITNESS OUR SIGNATURES this 21st day of May, 1984

Travis A. Warren
TRAVIS A. WARREN

Harriette W. Warren
HARRIETTE W. WARREN

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the State and County aforesaid TRAVIS A. WARREN and HARRIETTE W. WARREN who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 23rd day of



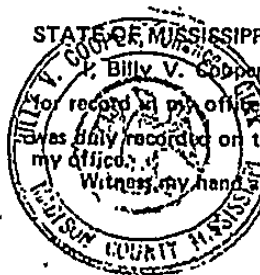
Franklin V. Thompson
NOTARY PUBLIC

BOOK 196 PAGE 603

Bill M. Halbert, Jr.
Neil W. Halbert
P.O. Box 541
Madison, Mississippi 39110

Travis A. Warren
Harriette W. Warren
P.O. Box 111
Madison, Mississippi 39110

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 23 day of May, 1984, at 12:30 o'clock P. M. and was duly recorded on the 23 day of MAY, 1984, Book No. 196 Page 603.
Witness my hand and seal of office, this the 23 day of May, 1984.

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

FOR AND IN CONSIDERATION of the sum of Ten Dollars,
(\$10.00), cash in hand paid and other good and valuable
consideration the receipt and sufficiency of which is hereby
acknowledged we, the undersigned MILTON C. QUINN and EMMA GENE QUINN
do hereby sell, convey and warrant unto BILL M. HALBERT, JR.
and NELL W. HALBERT as joint tenants with right of survivorship
and not as tenants in common, the following described land and
property lying and being situated in Madison County, Mississippi,
to-wit:

Twenty (20) foot strip off West side of two
(2) acre tract for roadway easement, more
particularly described as follows:

Commencing at an iron pipe 1957.3 feet South
and 1354.5 feet West of the NE corner of Section
5, T-7-N, R-2-E, run North 50° 17' West along
the South line of county road for 231.1 feet
to the East line of easement and point of
beginning; thence South 00° 47' West for 500.0
feet; thence North 89° 13' West for 20.0 feet;
thence North 00° 47' East 516.4 feet; thence
South 50° 17' East for 26.0 feet along the
South line of county road to the Point of
Beginning. All in the NE 1/4, Section 5, T-7-N,
R-2-E, Madison County, Mississippi.

WITNESS OUR SIGNATURES this 23rd day of May, 1984

1984.

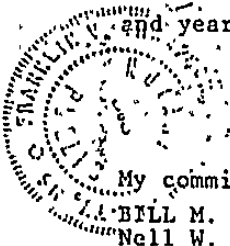
Milton C. Quinn
MILTON C. QUINN

Emma Gene Quinn
EMMA GENE QUINN

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority
in and for the jurisdiction aforesaid MILTON C. QUINN and
EMMA GENE QUINN who acknowledged that
they signed and delivered the foregoing instrument on the day
and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 23rd day of May, 1984

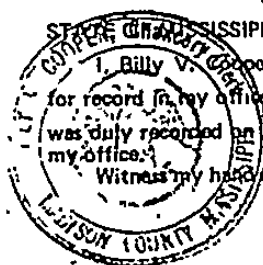


My commission expires; Sept. 23, 1985

BILL M. HALBERT, JR.
Nell W. Halbert
P.O. Box 541
Ridgeland, MS 39157

Franklin V. Thompson
NOTARY PUBLIC

Milton C. Quinn
229 S. Pear Orchard Rd.
Ridgeland, MS 39157



ST. 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 23 day of May, 1984, at 12:40 clock P.M., and
was duly recorded on the 23 day of May, 1984, Book No. 174 on Page 610 in
my office. Witness my hand and seal of office, this the 23 day of May, 1984.

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

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption and agreement by the Grantees herein to pay the balance of the indebtedness evidenced by that certain Deed of Trust dated October 30, 1980 in favor of Mid State Mortgage Company, as shown by instrument recorded in Book 477 at page 179 of the records in the office of the Chancery Clerk of Madison County and as assigned to National Mortgage Company by instrument dated December 8, 1980 as recorded in Book 478 at page 460 of the records in the office of the Chancery Clerk of Madison County, Mississippi, the undersigned, MICHAEL F. BECK and wife, MARTHA J. BECK, do hereby sell, convey and warrant unto JOHN J. SMITH and wife, GAYE G. SMITH, the following described land and property lying and being situated in the County of Madison, State of Mississippi, more particularly described as follows, to-wit:

Lot 48, Squirrel Hill Subdivision, a subdivision according to the map or plat which is of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Cabinet B at Slide 4, reference to which is hereby made in aid of this description.

The warranty of this conveyance is subject to any restrictive covenants, rights of way, easements and mineral reservations which may be of record affecting the above property.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantee or his assigns any amount which is a deficit on an actual proration and likewise, the Grantee agrees to pay to the Grantor any amount overpaid by the Grantor. All escrows, including insurance, are hereby transferred to Grantees.

Witness my signature, this the day of May, 1984.

Michael J. Beck
Michael J. Beck

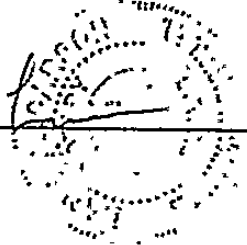
Martha J. Beck
Martha J. Beck

LOUISIANA
STATE OF MISSISSIPPI
PARISH OF ST. TAMMANY
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, the within named Michael J. Beck and wife, Martha J. Beck, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

Given under my hand and official seal of office, this the 21st day of May, 1984.

Lan A. [Signature]
Notary Public



BOOK 196 PAGE 612

My Commission Expires: Life

GRANTOR'S ADDRESS

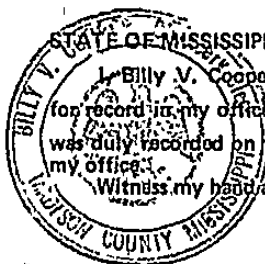
Michael J. Beck

580 S. Laura Dr.
Mandeville, La. 70448

GRANTEE'S ADDRESS

John J. Smith

205 Forrest Drive
Ridgeland, MS 39157



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 24th day of May, 1984, at 9:00 o'clock A.M. and was duly recorded on the 24th day of May, 1984, Book No. 196, Page 611. In witness my hand and seal of office, this the 24th day of May, 1984.

BILLY V. COOPER, Clerk

By [Signature], 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 all of which are hereby acknowledged, the undersigned, RIDGELAND ASSOCIATES ("Grantor"), a New York limited partnership, having its principal office at c/o Cadillac Fairview Shopping Centers (U.S.) Limited, One North Broadway, White Plains, New York 10601, does hereby sell, convey and warrant unto McDONALD'S CORPORATION ("Grantee"), a corporation organized under the laws of the State of Delaware, having its principal office at One McDonald's Plaza, Oak Brook, Illinois 60521, the land and property lying and being situated in Madison County, State of Mississippi ("Premises"), more particularly bounded and described as follows:

Commence at the Northeast Corner, as marked by an iron pin, of lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.25 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1293.12 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 15 minutes 31 seconds East, 152.21 feet; South 00 degrees 03 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 03 minutes 51 seconds West, 860.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new Northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, 151.96 feet to the southwest corner of the point of beginning for the property herein described:

Leaving said proposed new northern right-of-way line of County Line Road, run thence North 00 degrees 03 minutes 00 seconds West, 209.66 feet to a point on the back side of a curb; run thence North 89 degrees 57 minutes 00 seconds East, along said back side of a curb, 200.0 feet to a point; leaving said back side of a curb, run thence South 00 degrees 03 minutes 00 seconds East, 209.62 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 200.0 feet to the point of beginning, the parcel situated in the Southeast 1/4 of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.963 acres (41,928 square feet) more or less.

Together with a perpetual, non-exclusive easement ("Road Easement"), for access, ingress and egress in, on, under, over, through and across a certain parcel of land, which is described on Exhibit A annexed hereto and made a part hereof ("Burden Parcel"), which Burden Parcel is designated on the Plot Plan annexed hereto and made a part hereof as Exhibit B, and which comprises a portion of that certain parcel of land ("Entire Site") more particularly described on Exhibit C annexed hereto and made a part hereof, upon which it is contemplated there will be developed a regional shopping center known as Northpark Shopping Center ("Northpark Shopping Center"), which Road Easement shall be for the purpose of (a) maintaining, repairing and replacing that portion of the paved road which will be constructed and installed by Grantor (but only at such time as all of the land contiguous to the Road Easement has been sold by Grantor), at its sole cost and expense, except as hereinafter provided, on the land encumbered by the Road Easement (such road, together with the paved road which will be constructed and installed on the land encumbered by the Access Easement (as hereinafter defined) being hereinafter referred to as "Access Road C") and (b) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises and County Line Road, which Road Easement shall (i) run with and encumber the Burden Parcel and be binding upon all parties having any right, title or interest in and to the whole, or any part, of the Burden Parcel, their respective heirs, successors and assigns, forever, and (ii) inure to the benefit of the Premises and any party having any right, title or interest in and to the whole, or any part, of the Premises, their respective heirs, successors and assigns, forever; but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public. Grantor reserves the right to relocate the Road Easement in the event, in Grantor's judgment, it becomes necessary or desirable, due to a condemnation or a change or contemplated change in the layout, whether of the improvements at, or the location or dimensions of, the various parcels comprising the Entire Site or in the traffic patterns for the Entire Site, or any portion thereof, and in such event, Grantor shall, in good faith, designate a new area for the location of the Road Easement, or of the portion(s) of the Road Easement so affected, corresponding as closely as practicable to the route of the Road Easement as described on Exhibit A hereto, and in any event, adequate for its intended purpose. It shall be the obligation of Grantee to reimburse Grantor for fifty percent (50%) of the cost of constructing and installing Access Road C. In addition, following the construction of Access Road C, it shall be the joint and several obligation of Grantee and each of the owners of certain parcels of land comprising a portion of the Entire Site to which Grantor, in Grantor's sole discretion, has granted, or will in the future grant, the right to use, and have direct access to, Access Road C (such parcels of land being hereinafter collectively referred to as "Access Benefit Parcels" and Grantee together with the owners of the Access Benefit Parcels being hereinafter collectively referred to as "Access Beneficiaries") to maintain, repair and replace Access Road C, such maintenance, repair and replacement (collectively, "Road Work") to be of a standard at least equal to that provided for the balance of Northpark Shopping Center. The expense of the Road Work shall be apportioned equally among each of the Access Bene-

ficiaries, notwithstanding the ultimate locations and descriptions of the Road Easement, the Burden Parcel and the Access Easement. If the Access Beneficiaries shall fail to do the Road Work, as hereinabove provided, Grantor shall have the right, but not the obligation, upon ten (10) days' notice to the Access Beneficiaries (unless within such 10-day period the Access Beneficiaries, or any one of them, shall undertake to properly do the Road Work) and without notice in the case of emergency, to take such action as shall be necessary to cause Access Road C to be maintained, repaired or replaced, from time to time and at any time, in a condition, which in Grantor's reasonable judgment, reflects the standards and quality of Northpark Shopping Center, for the account of the Access Beneficiaries. In such case, the Access Beneficiaries shall reimburse Grantor, within ten (10) days after demand therefor, for the costs incurred by it in so doing, plus an overhead charge equal to thirty-five percent (35%) of such costs. Notwithstanding the foregoing, Grantor shall commence construction of Access Road C no later than August 15, 1984.

THE WARRANTY of this conveyance is made subject to the following:

1. State of facts shown on survey prepared and certified by Joe A. Waggoner, Civil Engineer, dated November 10, 1983 and last revised February 29, 1984.
2. Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Associates, D.H. Holmes Company, Limited and McRae's, Inc., dated as of March 16, 1983, and recorded in Book 186 at Page 295 of the Records of Madison County, Mississippi, except that the term "Developer Site" as used in Section 17.2 thereof shall not include the Premises conveyed herein.
3. Supplement to Construction, Operation and Reciprocal Easement Agreement, by Ridgeland Associates, dated May 5, 1983, and recorded in Book 187 at Page 269 of the Records of Madison County, Mississippi.
4. First Amendment to Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Associates, D.H. Holmes Company, Limited and McRae's, Inc., dated as of September 26, 1983 and recorded in Book 521 at Page 324 of the Records of Madison County, Mississippi.
5. Second Amendment to Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Associates, D.H. Holmes Company, Limited, McRae's, Inc., J.C. Penney Company, Inc. and J.C. Penney Properties, Inc., dated as of November 28, 1983 and recorded in Book 526 at Page 145 of the records of Madison County, Mississippi (the Construction, Operation and Reciprocal Easement Agreement, as so supplemented and amended, is hereinafter collectively referred to as the "COREA").
6. Following the recordation thereof in the Official Records of Madison County, Mississippi, a Third Amendment to Construction, Operation and Reciprocal Easement Agreement, which Third Amendment shall (i) amend the sign criteria with respect to signage in the "Air Conditioned Mall" (as such term is defined in the COREA) and (ii) provide

that in the event of a lease or conveyance of a "Free-Standing Building Site" (as such term is defined in the COREA), simultaneously with such lease or conveyance, and automatically without any further amendment or modification of the COREA, (a) such Free-Standing Building Site shall be deemed to be excluded from the "Developer Site" and included within the "Entire Site" and "Site" (as such terms are defined in the COREA); (b) the "Free-Standing Building Operator" (as such term is defined in the COREA) owning or leasing such Site shall be deemed to be a Party to the COREA enjoying the same benefits and subject to the same obligations, insofar as they relate to the Site owned or leased by such Free-Standing Building Operator, as the Parties who were included in the COREA immediately prior to the admission of such Free-Standing Building Operator, provided, however, that (i) a Free-Standing Building Operator so admitted as a Party to the COREA shall not have any rights of approval other than as to those matters which specifically materially adversely affect such Free-Standing Building Operator or the Site owned or leased by such Operator; and (ii) amendments and modifications to the COREA thereafter shall be valid and enforceable without the consent, agreement or authorization of such Free-Standing Building Operator except for amendments or modifications to the COREA which specifically materially adversely affect such Free-Standing Building Operator or the Site owned by such Operator; and (c) Grantor shall (i) be relieved of any and all obligations imposed by or pursuant to the COREA in respect of such Site; (ii) be released from any and all liabilities arising in connection with such Site, from and after the date of such conveyance or lease; and (iii) no longer be bound by the terms and conditions of the COREA as the same may relate to such Site.

7. Declaration of Covenants ("Declaration of Covenants"), made by Ridgeland Associates, dated as of November 28, 1983 and recorded in Book 526 at Page 173 of the records of Madison County, Mississippi; provided, however, that the provisions of Paragraph 4 thereunder (which relate to two buffer strips) shall not be applicable to Access Road C.

8. The written consent of any holder of a then valid first mortgage or deed of trust lien or interest on any portion of the Entire Site owned by Grantor (any such holder being hereinafter referred to as "Mortgagee"), to any termination, extension, modification or amendment of the Declaration of Covenants insofar as it relates to the Premises, notwithstanding anything to the contrary contained in Paragraph 15 of the Declaration of Covenants. The provisions of the previous sentence of this paragraph 8 shall be of no force and effect upon the execution and recordation, in the Official Records of Madison County, Mississippi, of either an Amendment to Declaration of Covenants or an Amended and Restated Declaration of Covenants (either of said documents being hereinafter referred to as "Amended Declaration of Covenants") to be made by Ridgeland Associates, which Amended Declaration of Covenants may (i) require the consent of Mortgagee to any termination, extension, modification or amendment of the Amended Declaration of Covenants; (ii) permit Mortgagee to enforce all of the terms, provisions and covenants contained therein against Developer, any Owner or Occupant of all or any portion of the Peripheral Land (as such terms are defined in the Declaration of Covenants) and against any other parties

affected by the Declaration of Covenants; (iii) incorporate the provisions of Paragraphs 2 and 4 of the Covenants and Restrictions (as hereinafter defined); (iv) make any other amendment, modification or revision to the Declaration of Covenants requested by Mortgagee, provided that without the consent of Grantee, such amendment, modification or revision does not materially adversely affect Grantee and the use of the Premises and (v) either amend or supersede and replace the Declaration of Covenants; provided, however, that following the recordation of the Amended Declaration of Covenants, the warranty of the conveyance made herein shall then be subject to the Amended Declaration of Covenants.

9. Declaration ("Ring Road Declaration"), made by Ridgeland Associates, dated as of November 28, 1983 and recorded in Book 526 at Page 194 of the records of Madison County, Mississippi.

10. Following the recordation thereof in the Official Records of Madison County, Mississippi, either an Amendment to Declaration or an Amended and Restated Declaration (either of said documents being hereinafter referred to as "Amended Ring Road Declaration") to be made by Ridgeland Associates, which Amended Ring Road Declaration shall (i) permit Mortgagee to enforce the covenants contained therein against any party thereto; (ii) in the event Grantor acquires additional land contiguous to the Entire Site, permit Grantor to construct, at no cost or expense to Grantee, access between such land and the "Roads" (as such term is defined in Exhibit D to this Warranty Deed); (iii) make any other amendment, modification or revision to the Ring Road Declaration requested by Mortgagee, provided that without the consent of Grantee, such amendment, modification or revision does not materially adversely affect Grantee and the use of the Premises and (iv) shall either amend or supersede and replace the Ring Road Declaration.

11. Covenants and Restrictions ("Covenants and Restrictions") annexed hereto and made a part hereof as Exhibit D.

12. The written consent of Mortgagee to any termination, extension, modification or amendment to the provisions of Paragraphs 2 and 4 of the Covenants and Restrictions insofar as the Covenants and Restrictions relate to the Premises, notwithstanding anything to the contrary contained in the Covenants and Restrictions. The provisions of the previous sentence of this paragraph 12 shall be of no force or effect upon the execution and recordation, in the Official Records of Madison County, Mississippi, of the Amended Declaration of Covenants in the event that the Declaration of Covenants is thereby amended to incorporate the terms and provisions of Paragraphs 2 and 4 of the Covenants and Restrictions; provided, however, that, following the recordation of the Amended Declaration of Covenants so providing, the warranty of the conveyance made herein shall then be subject to the Amended and Restated Declaration of Covenants.

13. Grantor's reservation hereby of the following easements in, on, under, over, through and across the Premises:

(a) a temporary construction easement ("Construction Easement"), for the benefit of Grantor, its successors and assigns and its and their respective agents, contractors, designees, servants and employees, to enter upon the Premises for the purpose of facilitating the construction of Northpark Shopping Center (including, without limitation, the widening, construction and paving of the roadway adjacent or proximate to the Premises known as County Line Road), which Construction Easement shall terminate upon the later of the completion, in full, of (i) the construction of Northpark Shopping Center or (ii) the widening, construction and paving of said County Line Road, but in any event, not later than April 1, 1985; and

(b) a perpetual utility easement ("Utility Easement"), for the benefit of the Entire Site, for the purpose of installing, maintaining, using, repairing and replacing utility lines underground and within the Premises, including, but not limited to, water, gas, telephone, electric, storm sewer and sanitary sewer lines and other facilities and equipment, which Utility Easement shall (i) run with and encumber the Premises and be binding upon all parties having any right, title or interest in the whole, or any part, of the Premises, their respective heirs, successors and assigns, forever, and (ii) inure to the benefit of the Entire Site, and all parties having any right, title or interest in the whole, or any part, of the Entire Site, their respective heirs, successors and assigns, forever. Grantor reserves the right to relocate the Utility Easement to such place on the Premises as it shall designate; provided, however, that such relocation shall be made at Grantor's sole cost and expense and provided further that any such relocation shall not unreasonably interfere with the conduct of Grantee's business.

14. Grantor's reservation hereby of a perpetual, non-exclusive access easement ("Access Easement"), for access, ingress and egress in, on, under, over, through and across that certain parcel of land which is described on Exhibit E annexed hereto and made a part hereof and is designated on the Plot Plan annexed as Exhibit B hereto, for the benefit of (a) Grantor, its successors and assigns and its and their respective agents, contractors, designees, servants and employees, for the purpose of (i) constructing, installing, maintaining, repairing and replacing a paved road over the land encumbered by the Access Easement (but only at such time as all of the land contiguous to the Access Easement has been sold by Grantor) and (ii) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises and County Line Road and (b) the Access Benefit Parcels, for the purpose of (i) maintaining, repairing and replacing that portion of Access Road C which is located on the Premises and situated on the land encumbered by the Access Easement and (ii) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises and County Line Road, which Access Easement shall (x) run with and encumber the Premises and be binding upon all parties having any right, title or interest in the whole, or any part, of the Premises, their respective heirs, successors and assigns, forever, (y) inure to the benefit of Grantor and Grantor's heirs, successors and assigns, forever and (z) inure to the benefit of the Access Benefit Parcels and all parties having any right, title or interest in the whole, or

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any part, of the Access Benefit Parcels, their respective heirs, successors and assigns, forever; but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public. Grantor reserves the right to relocate the Access Easement, in the event, in Grantor's judgment, it becomes necessary or desirable due to a condemnation or a change or a contemplated change in the layout, whether of the improvements at, or the location or dimensions of, the various parcels comprising the Entire Site or in the traffic patterns for the Entire Site, or any portion thereof, and in such event, Grantor shall, in good faith, designate a new area for the location of the Access Easement, or of the portion(s) of the Access Easement so affected, corresponding as closely as practicable to the route of the Access Easement as described on Exhibit E hereto, and in any event, adequate for its intended purpose.

Real estate taxes, ad valorem personal property taxes on the basis of the fiscal year for which assessed, water rates, water frontage charges and sewer and sanitary taxes are to be apportioned between Grantor and Grantee as of midnight of the day immediately preceding the delivery hereof ("Closing"). If the Closing shall occur before the tax rates are fixed, the apportionment of taxes shall be based upon the tax rate for the preceding year applied to the latest assessed valuation and if the Closing shall occur before the current year's assessment of the Premises is available the apportionment of real estate taxes shall be based upon the current tax rate applied to the assessed valuation for the preceding year. Grantor shall use reasonable efforts to assure that the Premises consist of a separate tax lot or lots as of the date of the Closing; however, in the event that, upon the date of the Closing, the Premises is part of a larger tax lot, the apportionment of taxes shall be based upon the latest assessed valuation of the land comprising the tax lot or lots of which the Premises is a part calculated on a square foot basis and allocated proportionately. Thereafter, and until a separate tax bill is furnished for the Premises, Grantor shall pay the taxes owing on the Premises on behalf of Grantee and shall be reimbursed by Grantee, within five (5) days after delivery to Grantee of proof that such taxes have been paid, all monies so paid on behalf of Grantee, which payment shall be based upon the latest assessed valuation of the land comprising the tax lot or lots of which the Premises is a part calculated on a square foot basis and allocated proportionately. The taxes shall be readjusted on the basis of the actual tax bill relating solely to the Premises, promptly after receipt thereof. All payments made by Grantor on behalf of Grantee shall become liens on the Premises until Grantor is reimbursed therefor. The provisions of this Paragraph shall survive the delivery hereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer, as

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of this 7th day of May, 1984.

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RIDGELAND ASSOCIATES

By: CF JACKSON ASSOCIATES,
General Partner

By: CADILLAC FAIRVIEW
SHOPPING CENTER
PROPERTIES
(MISSISSIPPI) INC.,
General Partner

By: [Signature]
President

Grantee hereby acknowledges,
accepts and agrees to abide by
the covenants, restrictions and
reservations set forth in this
Warranty Deed and in the Declaration
of Covenants for itself, and its
successors and assigns, forever.

MCDONALD'S CORPORATION

By: [Signature]
(Vice) President

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Real Estate

BOOK

196 Fall 621

STATE OF NEW YORK)

SS.:

COUNTY OF)

I HEREBY CERTIFY that on this 14th day of May, 1984, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Alexius C. Conroy, to me known to be the person described in and who executed the foregoing instrument as President of CADILLAC FAIRVIEW SHOPPING CENTER PROPERTIES (MISSISSIPPI) INC., acting in its capacity as general partner of CF Jackson Associates, a general partnership, acting in its capacity as general partner of Ridgeland Associates, a limited partnership, and he acknowledged before me that he executed the same as such officer in such capacity on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Alvin Mizerik
Notary Public

ALVIN MIZERIK
Notary Public, State of New York
No. 4787459

My Commission expires on Qualified in Westchester County
Commission Expires March 30, 1985

STATE OF Illinois)

SS.:

COUNTY OF DePage)

I HEREBY CERTIFY that on this 9th day of May, 1984, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Raymond Breinman to me known to be the person described in and who executed the foregoing instrument as (Vice) President of McDONALD'S CORPORATION, and (s)he acknowledged before me that (s)he executed the same as such officer in such capacity on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Eric J. Breinman
Notary Public

My Commission expires on 7-11-86

Address of Grantor is:

c/o Cadillac Fairview Shopping Centers (U.S.) Limited
One North Broadway
White Plains, New York 10601

Address of Grantee is:

One McDonald's Plaza
Oak Brook, Illinois 60521

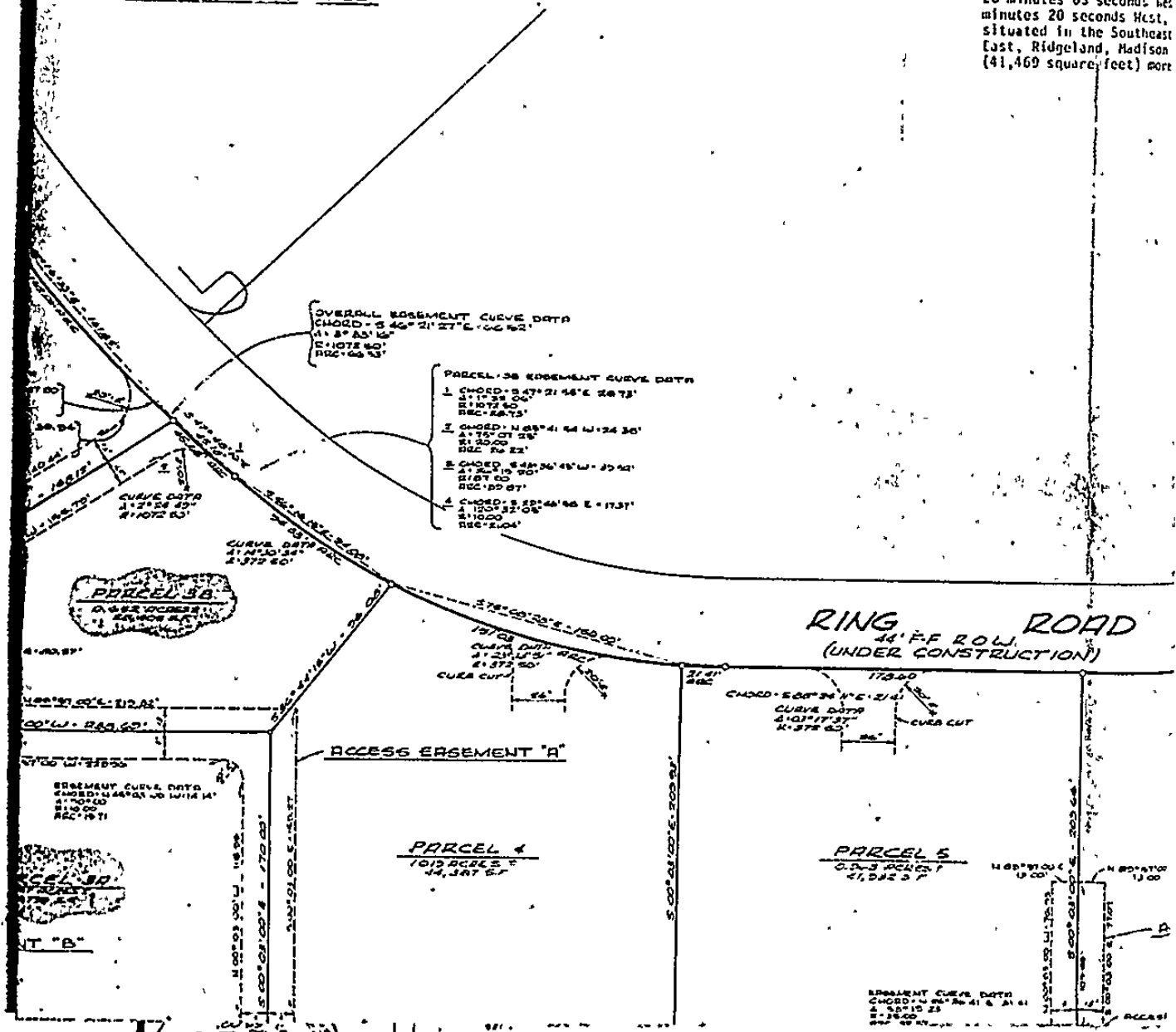
Commence at the Northeast Corner, as marked by an iron pin, of lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1293.12 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way line of said Wheatley Street, as marked by an iron pin, run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 16 minutes 31 seconds East, 152.21 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, 151.96 feet to the southwest corner of the point of beginning for the property herein described:

Leaving said proposed new northern right-of-way line of County Line Road, run thence North 00 degrees 03 minutes 08 seconds West, 209.66 feet to a point on the back side of a curb; run thence North 89 degrees 57 minutes 00 seconds East, along said back side of a curb, 200.0 feet to a point; leaving said back side of a curb, run thence South 00 degrees 03 minutes 00 seconds East, 209.62 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 200.0 feet to the point of beginning, the parcel situated in the Southeast 1/4 of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.963 acres (41,928 square feet) more or less.

Commence at the Northeast Corner, as marked by an iron pin, of lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1293.12 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way line of said Wheatley Street, as marked by an iron pin, run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 16 minutes 31 seconds East, 152.21 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, 151.96 feet to the southwest corner of the point of beginning for the property herein described:

Leaving said proposed new northern right-of-way line of County Line Road, run thence North 00 degrees 03 minutes 08 seconds West, 209.66 feet to a point on the back side of a curb; run thence North 89 degrees 57 minutes 00 seconds East, along said back side of a curb, 200.0 feet to a point; leaving said back side of a curb, run thence South 00 degrees 03 minutes 00 seconds East, 209.62 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 200.0 feet to the point of beginning, the parcel situated in the Southeast 1/4 of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.963 acres (41,928 square feet) more or less.

D H HOLMES PARCEL

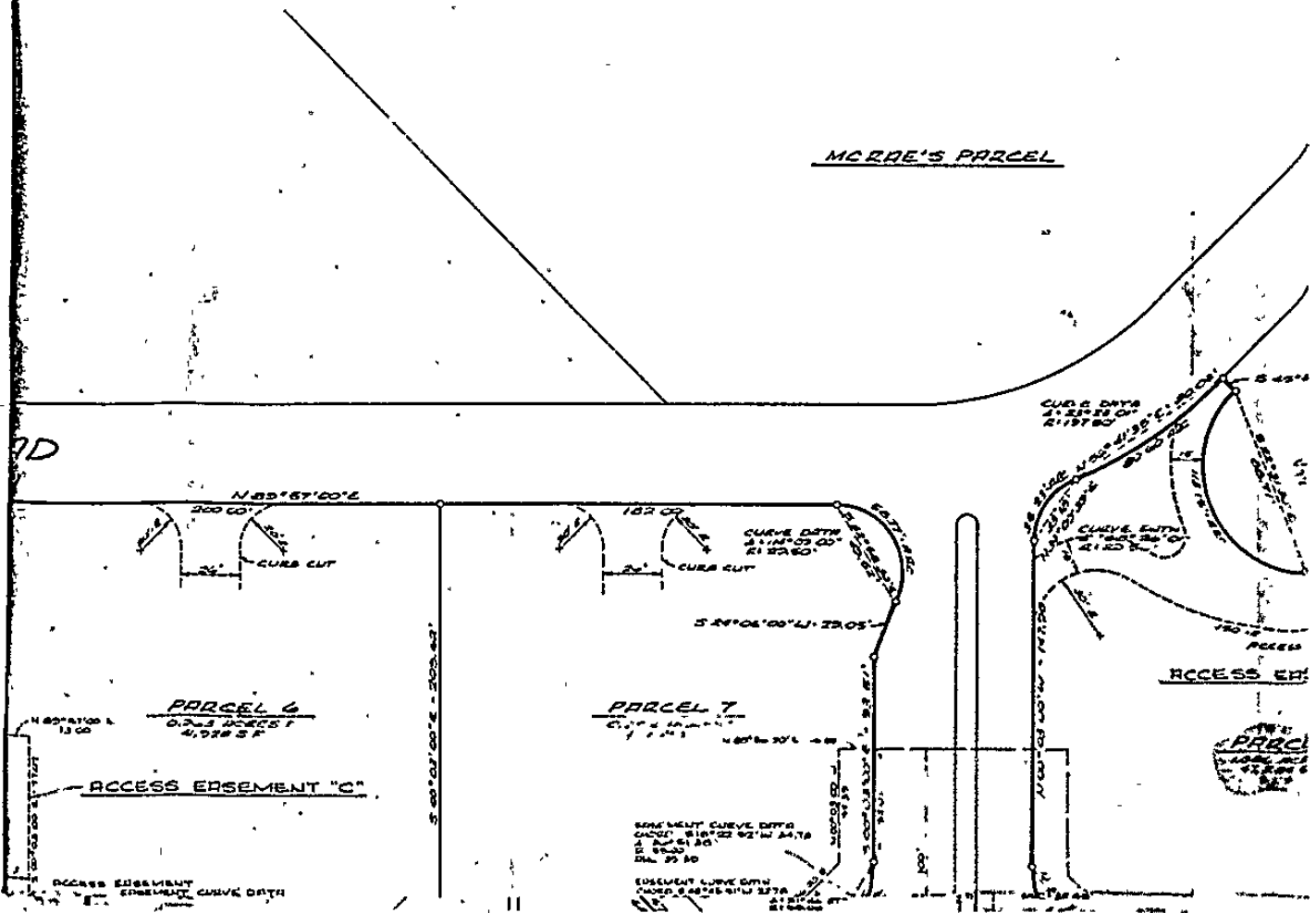


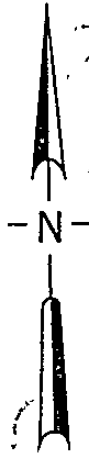
PARCEL 7 DESCRIPTION

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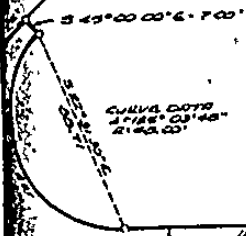
the Northeast Corner, as marked by an iron pin, of Lot 6, and Colony Subdivision, Ridgeland, Madison County, Mississippi, at Book 1 at Page 6 in the office of the Chancery Clerk of State, and run North 00 degrees 03 minutes 00 seconds West, an iron pin; run thence South 89 degrees 47 minutes 32 seconds to the intersection of the existing eastern right-of-way Street with the proposed new eastern right-of-way of said as marked by an iron pin; run thence along said proposed new way line the following courses: South 06 degrees 16 minutes 15.21 feet; South 00 degrees 08 minutes 51 seconds West, 150.16 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 06 degrees 41 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 51 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds East, 25.97 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 42 minutes 54 seconds East, 426.60 feet to a point on the northern right-of-way line of County Line Road; run thence along northern right-of-way line the following courses: South 04 degrees 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 45.65 feet; North 89 degrees 56 minutes 20 seconds East, 250.53 feet; North 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 20 seconds East, 351.96 feet to the Southwest corner of beginning for the property herein described:

proposed new northern right-of-way line of County Line North 00 degrees 03 minutes 00 seconds West, 209.62 feet to the back side of a curb; run thence, along the back side of said curb courses: North 89 degrees 57 minutes 00 seconds East, the beginning of a curve; Southeasterly, clockwise along curve, 58.77 feet to the point of tangency, said curve having a central angle of 114 degrees 09 minutes 00 seconds and a chord bearing of South 32 degrees 58 minutes 30 seconds East, 49.52 feet; South 06 minutes 00 seconds West, 29.05 feet to a point; South 03 minutes 00 seconds East, 93.51 feet to the beginning of a curve, clockwise along the arc of said curve, 58.34 feet to the aforesaid proposed new northern right-of-way line road, said curve having a central angle of 60 degrees 46 minutes and a chord bearing and distance of South 30 degrees 30 seconds West, 55.64 feet; run thence South 89 degrees 56 minutes West, 164.89 feet to the point of beginning, the parcel Southeast 1/4 of Section 31, Township 7 North, Range 2 Madison County, Mississippi, containing 0.952 acres (more or less).





DETENTION BASIN S.E.

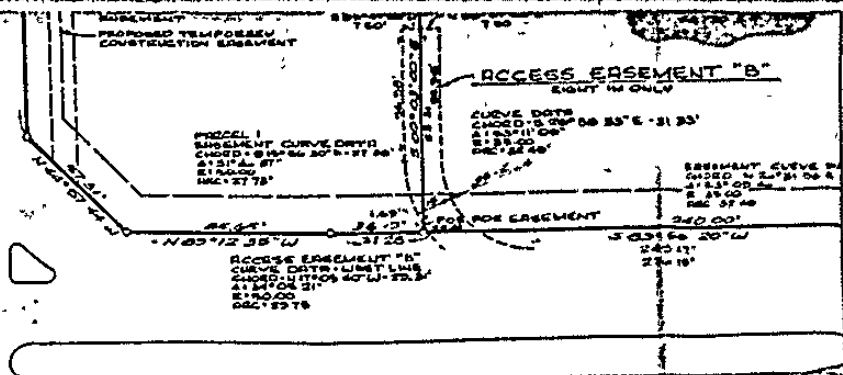


ACCESS EASEMENT
ACCESS EASEMENT "D"

PARCEL 6
0.511 ACRES
39,420 SQ. FT.

PARCEL 5
0.511 ACRES
39,420 SQ. FT.

0.511 ACRES
39,420 SQ. FT.



PARCEL 1 DESCRIPTION

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West, 1293.12 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way line of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 16 minutes 31 seconds East, 152.21 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.72 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet to a point; run thence South 00 degrees 42 minutes 54 seconds East, 180.66 feet to the Northwest corner of an the Point of Beginning for the property herein described;

leaving aforesaid proposed new eastern right-of-way line and the Point of Beginning, run South 68 degrees 16 minutes 14 seconds East, 199.29 feet to a point on a curve; run thence southerly, counterclockwise along the arc of said curve, 64.21 feet to the point of tangency, said curve having a central angle of 36 degrees 47 minutes 28 seconds and a chord bearing and distance of South 18 degrees 20 minutes 46 seconds West, 63.12 feet; run thence South 00 degrees 03 minutes 00 seconds East, 153.92 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 36.19 feet to a point, run thence North 89 degrees 12 minutes 35 seconds West, along said proposed new northern right-of-way line, 85.65 feet to a point; run thence North 44 degrees 57 minutes 44 seconds East, along said proposed new northern right-of-way line, 57.31 feet to the intersection of the aforesaid proposed new eastern right-of-way line of Wheatley Street; run thence North 00 degrees 42 minutes 54 seconds West, along said proposed new eastern right-of-way line, 245.94 feet to the Point of Beginning, situated in the Southeast One Quarter (SE 1/4) of Section 31, Township 7 North-Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.944 acres (41,137 square feet) more or less.

PARCEL 2 DESCRIPTION

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West, 1293.12 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way line of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 16 minutes 31 seconds East, 152.21 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.72 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet to a point; run thence South 00 degrees 42 minutes 54 seconds East, 155.66 feet to the back side of a curb and the Point of Beginning for the property herein described;

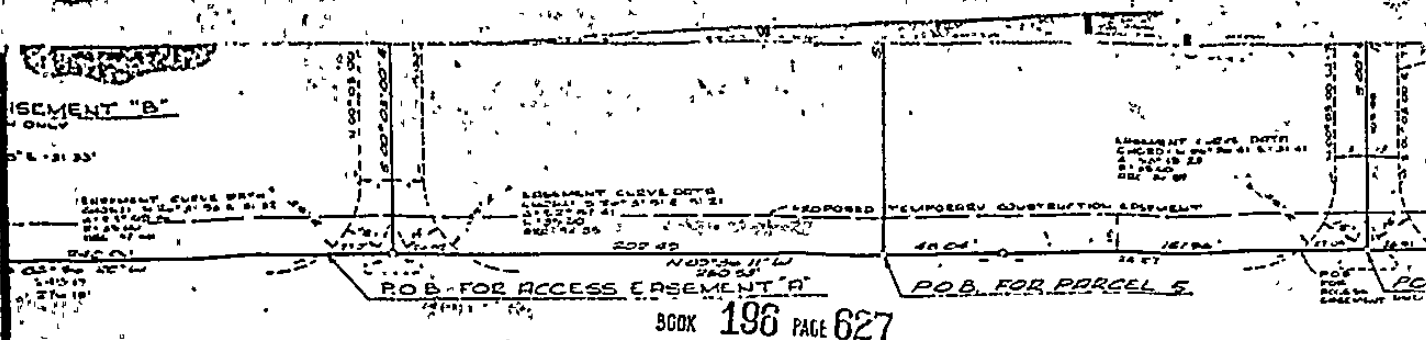
From the Point of Beginning run along said back side of a curb: run thence Northeasterly, clockwise along the arc of 16.09 feet to the Point of Tangency, said curve having a central angle of 12 degrees 48 minutes 24 seconds and a chord bearing and distance of North 48 degrees 45 minutes 59 seconds East, 16.06 feet; run thence 55 degrees 08 minutes 57 seconds East, 201.81 feet to the Point of Tangency, said curve having a central angle of 36 degrees 47 minutes 28 seconds and a chord bearing and distance of South 18 degrees 20 minutes 46 seconds West, 63.12 feet; run thence easterly, clockwise along the arc of said curve, 64.21 feet to the Point of Tangency and the beginning of a reverse curve having a central angle of 06 degrees 54 minutes 15 seconds and a chord bearing and distance of South 81 degrees 23 minutes 5 seconds East, 40.58 feet; run thence southeasterly, counterclockwise along the arc of said curve, 162.00 feet to a point, said curve having a central angle of 8 degrees 39 minutes 17 seconds and a chord bearing and distance of South 42 degrees 16 minutes 33 seconds East, 161.85 feet; run thence side of a curb run thence South 56 degrees 44 minutes 24 seconds to the beginning of a curve; run thence southwesterly, along the arc of said curve 34.90 feet to a point, said curve having a central angle of 19 degrees 59 minutes 56 seconds and a chord bearing and distance of South 46 degrees 44 minutes 26 seconds West, 34.73 feet; run thence 68 degrees 16 minutes 14 seconds West, 189.29 feet to a point; run thence along said proposed new eastern right-of-way line of Wheatley Street; run thence South 00 degrees 42 minutes 54 seconds West, along said proposed new eastern right-of-way line, 25.00 feet to the Point of Beginning, the parcel Southeast One Quarter (SE 1/4) of Section 31, Township 7 North-Range 2 East, Ridgeland, Madison County, Mississippi, containing 1.062 acres (46,137 square feet) more or less.

ACCESS EASEMENT "A"

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West, 1293.12 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way line of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 16 minutes 31 seconds East, 152.21 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.72 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds West, 85.65 feet; South 89 degrees 56 minutes 20 seconds West, 249.17 feet to the Southwest corner of and the Point of Beginning for the property herein described;

From the Point of Beginning leaving said proposed new northern right-of-way line, run thence northerly, counterclockwise along the arc of a curve, 32.48 feet to the Point of Tangency, said curve having a central angle of 53 degrees 09 minutes 46 seconds and a chord bearing and distance of North 26 degrees 31 minutes 53 seconds East, 31.32 feet; run thence North 00 degrees 03 minutes 00 seconds West, 118.99 feet to the beginning of a curve; run thence northwesterly, counterclockwise along the arc of said curve, 15.71 feet to the Point of Tangency, said curve having a central angle of 90 degrees 00 minutes 00 seconds and a chord bearing and distance of North 45 degrees 03 minutes 00 seconds West, 14.14 feet; run thence South 89 degrees 57 minutes 00 seconds West, 229.96 feet to a point on a curve; run thence northeasterly, clockwise along the arc of said curve, 108.88 feet to the Point of Tangency, said curve having a central angle of 55 degrees 12 minutes 27 seconds and a chord bearing and distance of North 29 degrees 08 minutes 10 seconds East, 104.72 feet; run thence North 56 degrees 44 minutes 24 seconds East, 140.44 feet to a beginning of a curve; run thence northerly, counterclockwise along the arc of said curve, 35.37 feet to the back side of a curb, said curve having a central angle of 101 degrees 19 minutes 19 seconds and a chord bearing and distance of North 06 degrees 04 minutes 41 seconds East, 30.94 feet; run thence southeasterly, counterclockwise along the arc of a curve on said back side of a curb, 66.52 feet to a point, said curve having a central angle of 03 degrees 33 minutes 16 seconds and a chord bearing and distance of South 46 degrees 21 minutes 27 seconds East, 66.52 feet; leaving said back side of a curb, run thence southwesterly, counterclockwise along the arc of a curve, 26.22 feet to the Point of Tangency, said curve having a central angle of 75 degrees 07 minutes 25 seconds and a chord bearing and distance of North 85 degrees 41 minutes 54 seconds West, 24.28 feet; run thence South 56 degrees 44 minutes 24 seconds West, 155.79 feet to the beginning of a curve; run thence southwesterly, counterclockwise along the arc of said curve, 39.87 feet to the beginning of a compound curve, said curve having a central angle of 26 degrees 15 minutes 20 seconds and a chord bearing and distance of South 43 degrees 36 minutes 45 seconds West, 39.52 feet; run thence southerly, counterclockwise along the arc of said curve, 21.04 feet to the Point of Tangency, said curve having a central angle of 120 degrees 32 minutes 00 seconds East, 219.31 feet to a point; run thence South 00 degrees 03 minutes 00 seconds West, 17.37 feet; run thence North 89 degrees 57 minutes 00 seconds East, 219.31 feet to a point; run thence South 00 degrees 03 minutes 00 seconds West, 155.77 feet to the beginning of a curve; run thence southeasterly, counterclockwise along the arc of said curve, 32.35 feet to the aforesaid proposed new northern right-of-way line of County Line Road, said curve having a central angle of 52 degrees 57 minutes 41 seconds and a chord bearing and distance of South 26 degrees 31 minutes 53 seconds East, 31.21 feet; run thence North 89 degrees 56 minutes 11 seconds West, along said proposed new northern right-of-way line, 26.92 feet to a point; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 27.02 feet to the Point of Beginning, situated in the Southeast One Quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi.

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2 DESCRIPTION

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Division, Ridgeland, Madison County,
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et to an iron pin; run thence South 00
1793.12 feet to the intersection of
lpha of Wheatley Street with the pro-
of said Wheatley Street, as marked by
proposal new eastern right-of-way line
degrees 16 minutes 31 seconds East,
utrus 51 seconds West, 295.00 feet;
onds West, 150.16 feet; South 00 degrees
feet; South 06 degrees 41 minutes
h 00 degrees 08 minutes 51 seconds West,
nutes 54 seconds East, 25.97 feet;
onds East, 155.66 feet to a point on the
of Beginning for the property herein

run along said back side of a curb the following
clockwise along the arc of a curve,
said curve having a central angle
and a chord bearing and distance of
Sonds East, 16.06 feet; run thence North-
West, 231.81 feet to the beginning of a
curve along the arc of said curve, 44.74
feet; the beginning of a reverse curve, said
curve having a central angle of 90
degrees 54 minutes 15 seconds and a
chord bearing and distance of N 81 degrees 23 minutes 55 seconds
East, counter-clockwise along the arc
of said curve having a central angle
of 90 degrees 54 minutes 15 seconds
and a chord bearing and distance of
Sonds East, 161.05 feet; leaving said back
side at a point, said curve having a central
angle of 90 degrees 54 minutes 15 seconds
and a chord bearing and distance of
Sonds West, 34.73 feet; run thence North
East, 189.29 feet to a point on the aforesaid
line of Wheatley Street; run thence North
East, along said proposed new eastern right-
of-way line, the parcel situated in the
Section 31, Township 7 North, Range 2 East,
T17N R2E S31, containing 1.062 acres (46,274

ACCESS EASEMENT "B"

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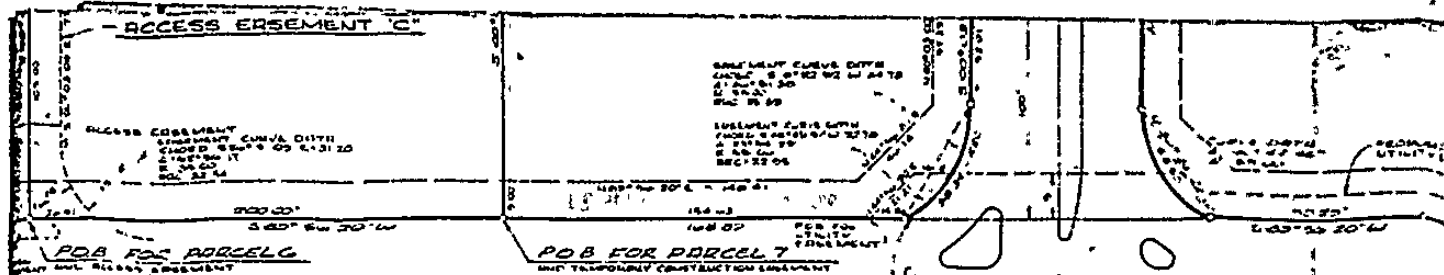
Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 25 seconds West, 327.22 feet to an iron pin, run thence South 89 degrees 27 minutes 32 seconds West, 1293.12 feet to the intersection of the existing right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin, run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 21 minutes 31 seconds East, 150.21 feet; South 00 degrees 05 minutes 51 seconds West, 255.09 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 09 degrees 08 minutes 51 seconds West, 866.33 feet; South 02 degrees 41 minutes 42 seconds East, 100.72 feet; South 00 degrees 00 minutes 51 seconds West, 205.22 feet; South 29 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 425.60 feet to a point on the proposed new northern right-of-way line of County line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 29 degrees 12 minutes 35 seconds East, 85.65 feet; North 85 degrees 56 minutes 20 seconds East, 37.28 feet to the southwest corner of and the Point of Beginning for the property therein described:

leaving said proposed new Northern right-of-way line and from the Point of Beginning run northerly, clockwise along the arc of a curve, 29.75 feet to the point of tangency, said curve having a central angle of 34 degrees 05 minutes 21 seconds and a chord bearing and distance of North 17 degrees 05 minutes 40 seconds West, 29.31 feet; run thence North 00 degrees 03 minutes 05 seconds East, 56.98 feet to a point; run thence North 89 degrees 57 minutes 02 seconds East, 15.00 feet to a point; run thence South 00 degrees 03 minutes 02 seconds East, 56.98 feet to the beginning of a curve; run thence southerly, counterclockwise along the arc of a curve, 32.49 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road, said curve having a central angle of 53 degrees 11 minutes 05 seconds and chord bearing and distance of South 26 degrees 38 minutes 33 seconds East, 31.33 feet; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 26.44 feet to the Point of Beginning.

Commence at the northeast corner of Highland Colony Subdivision, Ridgeland, 1 at Page 6 in the office of the Chancery. degrees 03 minutes 00 seconds West, 327.47 minutes 32 seconds West, 1293.12 feet way line of Whiggle Street, with the prism marked by an iron pin, run thence along the following courses: South, 06 degrees 16 minutes 51 seconds West, 295.00 feet; South 00 degrees 08 minutes 51 seconds East, 100.72 feet; South 09 degrees 42 minutes 54 seconds East, 25.476.60 feet to a point on the proposed line thence along said proposed new northern degree 57 minutes 44 seconds East, 57.65.65 feet, North 89 degrees 56 minutes 11 seconds East, 250.53 feet; North to the southwest corner of and the Point

Leaving said proposed new northern right
beginning, run thence northerly, counter
Point of tangency, said curve having a
chord bearing and distance of North 26
thence North 00 degrees 03 minutes 00
degrees 57 minutes 00 seconds East, 26.1
utes 00 seconds East, 77.07 feet to the
clockwise along the arc of a curve, 32.
right-of-way line of County Line Road, 1
utes 17 seconds and a chord bearing and
31.20 feet; run thence South 89 degrees
northern right-of-way line, 54.00 feet to

FOUNT



COUNTY LINE ROAD BOOK 196 128
ROW WIDTH VARIABLE
(UNDER CONSTRUCTION)

PARCEL 4 DESCRIPTION

Commence at the Northeast Corner, as marked by an iron pin, 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison Co, Mississippi as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 00 seconds West, 327.26 feet to an iron pin; run thence North 89 degrees 47 minutes 32 seconds West 1293.12 feet to the intersection of the existing right-of-way line of Wheatley Street with the proposed new eastern right-of-way line of said Wheatley Street, as marked by a pin; run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 16 minutes 31 seconds East, 152.21 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 51 minutes 52 seconds East, 268.33 feet; South 06 degrees 41 minutes 51 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds East, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; thence along said proposed new Northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; North 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 12 minutes 20 seconds East, 276.19 feet to the Southwest corner of Point of Beginning for the property herein described;

From the Point of Beginning, run North 00 degrees 03 minutes 00 seconds West, 170.00 feet to a point; run thence North 36 degrees 44 minutes 15 seconds East, 96.08 feet to a point on the back side of a curve thence easterly, counterclockwise along the arc of a curve on the side of a curb, 151.03 feet to a point, said curve having a central angle of 23 degrees 13 minutes 51 seconds and a chord bearing and distance of South 75 degrees 08 minutes 28 seconds East, 150.00 feet; leaving side of curb, run thence South 00 degrees 03 minutes 00 seconds West, 202.49 feet to a point on the aforesaid proposed new Northern right-of-way line of County Line Road; run thence North 89 degrees 36 minutes 11 seconds East, 202.49 feet to the point of beginning, situated in the Southeast (SE 1/4) of Section 31, Township 7 North, Range 2 East, Ridgeland County, Mississippi, containing 1.019 acres (44,387 square feet less.

ACCESS EASEMENT "C"

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1293.12 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way line of said Wheatley Street, as marked by a pin; run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 16 minutes 31 seconds East, 152.21 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 51 minutes 52 seconds East, 268.33 feet; South 06 degrees 41 minutes 51 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds East, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; thence along said proposed new Northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; North 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 12 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 202.49 feet to the Point of Beginning for the easement herein described;

From the Point of Beginning, run North 00 degrees 03 minutes 00 seconds West, 170.00 feet to a point; run thence North 36 degrees 44 minutes 15 seconds East, 96.08 feet to a point on the back side of a curve, 151.03 feet to a point, said curve having a central angle of 23 degrees 13 minutes 51 seconds and a chord bearing and distance of South 75 degrees 08 minutes 28 seconds East, 150.00 feet; leaving side of curb, run thence South 00 degrees 03 minutes 00 seconds West, 202.49 feet to a point on the aforesaid proposed new Northern right-of-way line of County Line Road and from the Point of Beginning, counterclockwise along the arc of a curve, 32.57 feet to a point, said curve having a central angle of 53 degrees 19 minutes 23 seconds and a chord bearing and distance of North 26 degrees 36 minutes 41 seconds East, 31.41 feet; run thence North 00 degrees 00 seconds West, 76.93 feet to a point, run thence North 89 degrees 36 minutes 11 seconds East, 202.49 feet to a point; run thence South 00 degrees 03 minutes 00 seconds West, 170.00 feet to a point; run thence South 89 degrees 47 minutes 32 seconds West 1293.12 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way line of said Wheatley Street, as marked by a pin; run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 16 minutes 31 seconds East, 152.21 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 51 minutes 52 seconds East, 268.33 feet; South 06 degrees 41 minutes 51 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds East, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; thence along said proposed new Northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; North 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 12 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 202.49 feet to the Point of Beginning.

NOTE: PARCELS THAT ARE SUBJECT TO CHANGE AND IN ALLIGES

PARCEL 5 DESCRIPTION

DESCRIPTION

marked by an iron pin, of Lot 6, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1293.12 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 16 minutes 31 seconds East, 152.21 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 13 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 202.49 feet to the Southwest corner of and the point of beginning for the property herein described:

0 degrees 03 minutes 00 seconds North 36 degrees 44 minutes 11 seconds East, 209.93 feet to the back side of a curb; run thence along the arc of a curve on said back side of a curb having a central angle of 03 degrees 17 minutes 37 seconds and a chord bearing and distance of South 88 degrees 24 minutes 11 seconds East, 21.41 feet; run thence North 89 degrees 57 minutes 00 seconds East, along said back side of a curb, 178.60 feet to a point; leaving said back side of a curb run thence South 00 degrees 03 minutes 00 seconds East 209.66 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road, run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line 151.96 feet to a point; run thence North 89 degrees 36 minutes 11 seconds East, along said proposed new northern right-of-way line 48.04 feet to the point of beginning, the parcel situated in the Southeast 1/4 of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.963 acres (41,932 square feet) more or less.

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1293.12 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 16 minutes 31 seconds East, 152.21 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 13 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 202.49 feet to the Southwest corner of and the point of beginning for the property herein described:

Leaving said proposed new northern right-of-way line of County Line Road, run thence North 00 degrees 03 minutes 00 seconds West, 209.93 feet to a point on the back side of a curb; run thence easterly, counterclockwise along the arc of a curve on the back side of a curb, 21.41 feet to the point of tangency, said curve having a central angle of 03 degrees 17 minutes 37 seconds and a chord bearing and distance of South 88 degrees 24 minutes 11 seconds East, 21.41 feet; run thence North 89 degrees 57 minutes 00 seconds East, along said back side of a curb, 178.60 feet to a point; leaving said back side of a curb run thence South 00 degrees 03 minutes 00 seconds East 209.66 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road, run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line 151.96 feet to a point; run thence North 89 degrees 36 minutes 11 seconds East, along said proposed new northern right-of-way line 48.04 feet to the point of beginning, the parcel situated in the Southeast 1/4 of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.963 acres (41,932 square feet) more or less.

REV. 2-23-84 ADD EASEMENTS "B" AND "C"
REV. 2-23-84 ADD PARCEL 1
REV. 2-8-84 ADD PARCEL 4

NORTH PARK SHOPPING CENTER

SELL-OFF PARCELS
PARCELS 1 THRU 9

SITUATED IN THE SE 1/4 OF SECTION 31, T 7 N - R 2 E
RIDGELAND, MADISON COUNTY, MISSISSIPPI

JOE A. WAGGONER
Civil Engineer - Brandon Jackson, Miss

DESIGNED BY WISE

DATE NOV. 10, 83

SHEET NO.

CHECKED BY MAL

SCALE 1"=60'

4 OF

APPROVED BY JAW

CT TO CHANGE IN DISTANCE.

EXHIBIT A TO WARRANTY DEEDLEGAL DESCRIPTION OF THE BURDEN PARCEL

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West, 1293.12 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 16 minutes 31 seconds East, 152.21 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, 124.87 feet to the South-west corner of and the Point of Beginning for the easement herein described:

Leaving said proposed new northern right-of-way line of County Line Road, run thence northerly, counterclockwise along the arc of a curve, 32.57 feet to the Point of Tangency, said curve having a central angle of 53 degrees 19 minutes 23 seconds and a chord bearing and distance of North 26 degrees 36 minutes 41 seconds East, 31.41 feet; run thence North 00 degrees 03 minutes 00 seconds West, 76.93 feet to a point; run thence North 89 degrees 57 minutes 00 seconds East, 13.00 feet to a point on the eastern boundary of Parcel 5; run thence South 00 degrees 03 minutes 00 seconds East, along said eastern boundary, 105.00 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 27.09 feet to the Point of Beginning, situated in the Southeast One Quarter (SE $\frac{1}{4}$) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi.

A parcel situated in Lots 3 through 8, Block 33, and Lots 2 through 7, Block 35, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of Madison County, Mississippi, and more particularly described as follows:

Beginning at an iron pin marking the Northeast corner of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run thence North 89 degrees 56 minutes 57 seconds East, 1289.03 feet to a point; run thence South 00 degrees 23 minutes 03 seconds East, 420.05 feet; run thence North 89 degrees 58 minutes 37 seconds West, 832.79 feet; run thence South 00 degrees 02 minutes 30 seconds West, 1531.30 feet; run thence South 89 degrees 56 minutes 20 seconds West, 27.44 feet; run thence North 87 degrees 46 minutes 31 seconds West, 300.86 feet; run thence South 89 degrees 56 minutes 20 seconds West, 739.38 feet; run thence North 89 degrees 56 minutes 11 seconds West, 250.53 feet; run thence South 89 degrees 56 minutes 20 seconds West, 276.19 feet; run thence North 89 degrees 12 minutes 35 seconds West, 85.65 feet; run thence North 44 degrees 57 minutes 44 seconds West, 57.31 feet; run thence North 00 degrees 42 minutes 54 seconds West, 426.60 feet; run thence North 30 degrees 42 minutes 54 seconds West, 25.97 feet; run thence North 00 degrees 08 minutes 51 seconds East, 205.22 feet; run thence North 06 degrees 41 minutes 43 seconds West, 100.72 feet; run thence North 00 degrees 08 minutes 51 seconds East, 868.33 feet; run thence North 00 degrees 08 minutes 52 seconds East, 150.16 feet; run thence North 06 degrees 16 minutes 31 seconds West, 152.21 feet; run thence North 89 degrees 47 minutes 32 seconds East, 1293.12 feet; run thence South 00 degrees 03 minutes 00 seconds East, 327.26 feet to the Point of Beginning, containing 95.024 acres, more or less.

Less and except therefrom the following three (3) parcels:

I. A parcel situated in Lot 7, Block 33, Lots 2, 3, 6 and 7 in Block 35, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of Madison County, Mississippi more particularly described as follows:

Commence at the Northeast corner of lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state and run North 89 degrees 56 minutes 57 seconds East, 1289.03 feet to a point;

run thence South 00 degrees 23 minutes 03 seconds East,
 420.05 feet; run thence North 89 degrees 58 minutes 37
 seconds West, 832.79 feet; run thence South 00 degrees 02
 minutes 30 seconds West, 150.40 feet; run thence North 89
 degrees 57 minutes 30 seconds West, 64.19 feet to a point
 which is the Point of Beginning for the property herein
 described; run thence along the following courses, which are
 to be the back side of the curb of a proposed Ring Road, to-
 wit: run thence South 00 degrees 02 minutes 00 seconds
 West, 171.80 feet to the beginning of a curve; run thence
 Southerly, clockwise along the arc of said curve, 138.36
 feet to a point, said curve having a radius of 977.50 feet
 and a chord bearing and distance of South 04 degrees 05
 minutes 17 seconds West, 138.24 feet; run thence Southerly
 counterclockwise along the arc of a curve, 144.73 feet to
 the Point of Tangency, said curve having a radius of 1022.50
 feet and a chord bearing and distance of South 04 degrees 05
 minutes 17 seconds West, 144.61 feet; run thence South 00
 degrees 02 minutes 00 seconds West, 191.66 feet to the
 beginning of a curve; run thence Southwesterly, clockwise
 along the arc of said curve, 217.79 feet to the Point of
 Tangency, said curve having a radius of 277.50 feet and a
 chord bearing and distance of South 22 degrees 31 minutes 00
 seconds West, 212.24 feet; run thence South 45 degrees 00
 minutes 00 seconds West, 322.56 feet to the beginning of a
 curve; run thence Southwesterly, clockwise along the arc of
 said curve, 119.64 feet to the Point of Tangency, said curve
 having a radius of 152.50 feet and a chord bearing and
 distance of South 67 degrees 28 minutes 29 seconds West,
 116.60 feet; run thence South 89 degrees 57 minutes 00
 seconds West, 112.44 feet; run thence along the following
 courses, which are no longer the back side of the curb of a
 proposed Ring Road, to-wit: run thence North 45 degrees 00
 minutes 00 seconds West, 382.32 feet; run thence North 45
 degrees 00 minutes 00 seconds East, 276.00 feet; run thence
 North 45 degrees 00 minutes 00 seconds West, 123.17 feet;
 run thence North 45 degrees 00 minutes 00 seconds East,
 444.00 feet; run thence South 45 degrees 00 minutes 00
 seconds East, 106.25 feet; run thence North 45 degrees 00
 minutes 00 seconds East, 456.89 feet to the Point of Beginning,
 containing 502,630 square feet or 11.539 acres, more or
 less.

- II. A parcel situated in Lots 3, 4, 5, Block 35, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the aforesaid office of the Chancery Clerk of Madison County, Mississippi and more particularly described as follows:

Commence at the Northeast corner of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to a point; run thence South 89 degrees 47 minutes 32 seconds West, 1293.12 feet to a point; run thence South 06 degrees 16 minutes 31 seconds East, 152.21 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 818.9 feet to the Point of Beginning for the property herein described; run thence South 89 degrees 51 minutes 09 seconds East, 121.53 feet to a point on a nontangent curve; run thence along the following courses, which are to be the back side of the curb of a proposed Ring Road to-wit: run thence Northerly, clockwise along the arc of said curve 121.00 feet, said curve having a radius of 1027.50 feet and a chord bearing and distance of North 11 degrees 31 minutes 10 seconds West, 120.93 feet; run thence Northerly, clockwise along the arc of a curve, 284.74 feet, said curve having a radius of 1591.07 feet and a chord bearing and distance of North 03 degrees 01 minutes 22 seconds West, 284.36 feet; run thence North 02 degrees 06 minutes 15 seconds East, 18.88 feet; run thence along the following courses which are no longer the back side of the curb of a proposed Ring Road, to-wit: run thence East, 355.49 feet; run thence South 45 degrees 00 minutes 00 seconds West, 274.16 feet; run thence South 45 degrees 00 minutes 00 seconds East, 27.50 feet; run thence South 45 degrees 00 minutes 00 seconds West, 386.50 feet to a point in a nontangent curve; run thence Northwesterly, clockwise along the arc of a curve, 229.49 feet, said curve to be the back side of the curb of a proposed Ring Road, said curve having a radius of 1027.50 feet and a chord bearing and distance of North 39 degrees 04 minutes 27 seconds West, 229.01 feet; run thence South 55 degrees 08 minutes 57 seconds West, 112.66 feet to the beginning of a curve; run thence Southwesterly, clockwise along the arc of said curve, 89.45 feet to a point, said curve having a radius of 211.00 feet and a chord bearing and distance of South 67 degrees 17 minutes 39 seconds West, 88.78 feet; run thence Northwesterly, clockwise along the arc of a curve, 70.31 feet, said curve

having a radius of 40.00 feet and a chord bearing and distance of North 50 degrees 13 minutes 22 seconds West 61.60 feet; run thence North 89 degrees 51 minutes 09 seconds West, 16.81 feet; run thence North 00 degrees 08 minutes 51 seconds East, 200.63 feet; run thence North 06 degrees 41 minutes 43 seconds West, 100.72 feet; run thence North 00 degrees 08 minutes 51 seconds East, 49.43 feet to the Point of Beginning, containing 478,380 square feet or 10.982 acres, more or less.

Less and except therefrom the following property which constitutes a portion of said proposed Ring Road, to-wit:

Beginning at the Point of Beginning of the hereinbefore described property and run thence South 89 degrees 51 minutes 09 seconds East, 75.00 feet to a point which is the Point of Beginning of the property herein described and excepted from the property hereby being conveyed:

From said Point of Beginning, run Southeasterly, counter-clockwise along the arc of a curve 328.16 feet to the beginning of a curve to the right; said curve having a central angle of 17 degrees 31 minutes 53 seconds and a chord bearing and distance of South 23 degrees 00 minutes 55 seconds East, 326.89 feet; run thence Southerly clockwise along the arc of a curve 20.37 feet, to the Southern boundary of the hereinabove described property, said curve having a central angle of 39 degrees 33 minutes 20 seconds and a chord bearing and distance of South 11 degrees 57 minutes 31 seconds East, 19.96 feet; run thence North 55 degrees 08 minutes 57 seconds East, along said Southern boundary of the hereinabove described property, 51.97 feet; run thence Northwesterly, clockwise along the arc of a curve, 318.82 feet to a point, said curve having a central angle of 17 degrees 46 minutes 41 seconds and a chord bearing and distance of North 23 degrees 47 minutes 02 seconds East, 317.54 feet; run thence North 89 degrees 51 minutes 09 seconds West, along the boundary of the hereinabove described property, 46.53 feet to the Point of Beginning, said parcel being situated in Lots 4 and 5, Block 35, of aforesaid Highland Colony Subdivision, Ridgeland, Madison County, Mississippi and containing 15,012 square feet or 0.345 acres more or less.

- III. A parcel situated in Lots 3, 4, 5, and 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the aforesaid office of the Chancery Clerk of Madison County, Mississippi and more particularly described as follows:

Commence at the Northeast corner of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to a point; run thence South 89 degrees 47 minutes 32 seconds West, 1293.12 feet to a point; run thence South 06 degrees 16 minutes 31 seconds East, 152.21 feet; run thence South 00 degrees 08 minutes 51 seconds West, 295.00 feet; run thence South 04 degrees 43 minutes 52 seconds West, 150.16 feet; run thence South 00 degrees 08 minutes 51 seconds West, 287.88 feet to a point; run thence East, 85.74 feet to a point on the back side of the curb of a proposed Ring Road and the Point of Beginning for the property herein described; run thence along said back side of the curb of a proposed Ring Road the following courses and distances: run thence North 02 degrees 06 minutes 15 seconds East, 284.67 feet; run thence North 06 degrees 19 minutes 35 seconds East, 126.13 feet to the beginning of a curve to the right; run thence Northeasterly, clockwise along the arc of said curve, 71.21 feet to the Point of Tangency, said curve having a radius of 105.50 feet and a chord bearing and distance of North 25 degrees 39 minutes 46 seconds East, 69.87 feet; run thence North 45 degrees 00 minutes 00 seconds East, 158.08 feet to the beginning of a curve to the right; run thence Northeasterly, clockwise along the arc of a curve, 75.39 feet to the Point of Tangency, said curve having a radius of 105.50 feet and a chord bearing and distance of North 65 degrees 28 minutes 15 seconds East, 73.79 feet; run thence North 85 degrees 56 minutes 28 seconds East, 137.54 feet; run thence North 89 degrees 47 minutes 32 seconds East, 290.42 feet to the beginning of a curve to the right; run thence easterly, clockwise along the arc of said curve, 79.47 feet to a point, said curve having a radius of 236.50 feet and a chord bearing and distance of South 80 degrees 34 minutes 53 seconds East, 79.10 feet; leaving the back side of the curb of the proposed Ring Road; run thence South, 65.00 feet to a point; run thence West, 27.50 feet to a point; run thence South, 273.10 feet to a point; run thence South 45 degrees 00 minutes 00 seconds West, 398.18 feet to a point; run thence North 84 degrees 38 minutes 53 seconds West, 70.53 feet to a point; run thence West, 359.89 feet back to the Point of Beginning, containing 382,266 square feet or 8.776 acres, more or less.

EXHIBIT D to WARRANTY DEED
COVENANTS AND RESTRICTIONS

1. Right of First Refusal.

(a) In the event Grantee desires to sell, lease, transfer or convey all or any portion of its right, title or interest in and to the Premises or, in the event of a transfer or conveyance of "control" of Grantee, Grantee must first give written notice (hereinafter referred to as the "Notice") to Grantor that Grantee has received a bona fide written offer to purchase said interest at a specified purchase price together with a ten (10%) percent cash deposit thereunder, and Grantee must include with the Notice a copy of such bona fide written offer together with a photocopy of the check representing the deposit thereunder. Grantor shall have an option, for a period of thirty (30) days from and after the date of receipt of the Notice, to agree to acquire any such interest upon the same terms and conditions as are contained in the bona fide written offer accompanying the Notice. In the event that Grantor shall fail to agree to acquire any such interest within said thirty (30) day period, then Grantee may consummate the bona fide offer within the later of (i) ninety (90) days thereafter or (ii) the date or dates of closing provided for in the bona fide offer. In the event Grantee shall not so consummate said bona fide offer within such time period, any subsequent transfer by Grantee of any such interest shall be subject to the provisions of this Subparagraph (a).

(b) Notwithstanding the foregoing, the provisions of Subparagraph (a) shall not be construed (i) so as to prevent or limit Grantee from mortgaging or pledging Grantee's right, title and interest in and to the Premises or (ii) to apply to leases or occupancy agreements covering less than 25% of the acreage of the Premises and/or less than 25% of the floor area of any improvements located on the Premises.

(c) For the purposes hereof, the word "control" shall mean with respect to any corporation, partnership or other business entity, the possession of the power, directly or indirectly, to direct or cause the direction of management and policy of such corporation, partnership or other business entity, whether through the ownership of voting securities, common directors or officers, ownership of voting securities by officers or directors, or the contractual right to manage the business affairs of any such corporation, partnership or business entity, or otherwise.

2. Prohibited Uses.

Neither the Premises, nor any part thereof nor improvement thereon, shall be used for (a) any illegal or unlawful purpose, (b) any purpose or in any manner which is not in keeping with the first-class nature of Northpark Shopping Center or (c) any of the following:

(i) commercial laundry plants, veterinary hospitals, mortuaries or similar service establishments, or garages for the storage or undertaking of automobile assembly, storage, rebuilding or demolition yards; provided, however, that ser-

(i)

vice stations shall be permitted;

(ii) sale or display of pornographic material or the operation of any pornographic business including massage parlors, theaters displaying pornographic pictures or films, or bookstores dealing primarily in pornographic materials;

(iii) any activity causing (1) any obnoxious odor, (2) any noxious, toxic, caustic or corrosive liquid, fuel or gas, (3) any dust, dirt or fly ash in excessive quantities or (4) any unusual fire, explosion or other damaging or dangerous, hazard, including the storage, display or sale of explosives or fireworks; provided, however, that exhaust from any food preparation or cooking facility shall be permitted;

(iv) any warehouse (but any area for the storage of goods intended to be sold at any retail establishment located on the Premises shall not be deemed to be a warehouse), assembly, manufacture, distillation, refining, smelting, agriculture or mining operations;

(v) any mobile home or trailer court, labor camp, junk yard, stockyard or animal raising; notwithstanding the foregoing, pet shops may be located on the Premises, provided such shops shall be so conducted that there shall be no violation of the other prohibitions of this Paragraph 2 by reason of the operation of such shops; or

(vi) any dumping, incineration or reduction of garbage and refuse; except that normal garbage disposal activity and facilities shall be permitted.

3. Parking.

(a) The Premises shall contain paved parking and access lanes for automobiles of any executives, employees, customers and invitees of any business located thereon together with all vehicles used in any such businesses and shall also conform to the requirements, regulations, ordinances and rules of all applicable state, county and municipal governmental authorities having jurisdiction. Paving specifications (i.e., materials, appearance, quality and the like) shall conform to those used in other parking areas throughout the balance of Northpark Shopping Center.

(b) Notwithstanding the foregoing, the following minimum parking ratios shall be maintained on the Premises by all grantees thereof:

(i) For general retail space, at least one car space for each 200 square feet of gross leasable area.

(ii) For theaters, at least one car space for each 4 seats.

(iii) For general office space, at least one car space for each 300 square feet of gross leasable area.

(iv) For restaurants, at least one car space for each 4 seats.

(ii)

(c) No parking structure will be permitted without the prior written approval of Grantor.

4. Building Aesthetics.

No building constructed on the Premises shall exceed twenty-five feet (25') in height. All exterior building materials to be utilized in the construction of any building on the Premises must be approved by Grantor. Any and all buildings constructed on the Premises shall be of first-class structure, workmanship and materials and shall be harmonious with the quality of the buildings comprising the balance of Northpark Shopping Center.

5. Planning Requirements.

Grantee shall comply with the Planning Requirements annexed hereto as Schedule 1 in connection with the development of, and construction upon, the Premises.

6. Maintenance and Self Help

The Premises and improvements thereon shall be maintained in good repair, order and condition and kept free of any accumulation of trash or debris, such maintenance to be at least equal to that provided for the balance of Northpark Shopping Center. If Grantee shall fail to maintain the Premises as hereinabove provided, causing a breach of these Covenants and Restrictions, Grantor shall have the right, but in no event be obligated to, upon ten (10) days' notice to Grantee (unless within such 10-day period Grantee shall cure such breach), and without notice in the event of emergency, to take such action as shall be necessary to cause the Premises and improvements thereon to be maintained, from time to time and at any time, in a condition, which in Grantor's sole judgment, reflects the standards and quality of Northpark Shopping Center, for the account of Grantee. In such case, Grantee, within ten (10) days after demand therefor, shall reimburse Grantor for the costs incurred by it in so doing plus an overhead charge equal to thirty-five percent (35%) of such costs.

7. Cost of Maintenance of the Roads.

Vehicular and pedestrian circulation around Northpark Shopping Center and access to and from the Premises to and from both the balance of Northpark Shopping Center and public roadways are provided by a ring road and access roads (which ring road and access roads, with the exception of Access Road C, are hereinafter collectively referred to as the "Roads"). Grantee shall pay to Grantor, \$1,000.00 per year ("Road Maintenance Charge") in respect of any costs that may be incurred by Grantor in maintaining the Roads, commencing with the date upon which Grantee opens the building to be located on the Premises for business to the public ("Opening"), and thereafter, in advance, on the first day of each and every calendar year. If the Opening does not occur on the first day of a calendar year, the Road Maintenance Charge for such year shall be pro-rated on a per diem basis calculated upon the number of days remaining in the calendar year from the date of the Opening. The Road Maintenance Charge payable by Grantee to Grantor shall be subject to annual increase by a

(iii)

percentage equal to the percentage of increase from the Base Date (as hereinafter defined) of the Consumer Price Index ("Index") for All Urban Consumers ("CPIAUC"), southern region, all items (1967=100), issued and published by the Bureau of Labor Statistics of the United States Department of Labor, which annual increase shall be effective on the January 1st next following the Base Date. In any event, however, and notwithstanding any decrease in such Index, the Road Maintenance Charge payable by Grantee to Grantor shall at no time be reduced. In the event that CPI-AUC ceases to use a 1967 base rate of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in CPI-AUC, then CPI-AUC shall be adjusted to the figure that would have been arrived at had the manner of computing CPI-AUC in effect on the date hereof not been altered. If CPI-AUC is not available the term "Index" shall mean (i) a successor or substitute index to CPI-AUC, appropriately adjusted; or (ii) if such a successor or substitute index is not available or may not lawfully be used for the purposes herein stated, a reliable governmental or other non-partisan publication, selected by Grantor and approved by Grantee (which approval shall not be unreasonably withheld or delayed), evaluating the information theretofore used in determining CPI-AUC. For the purpose of these Covenants and Restrictions the term "Base Date" shall refer to the date on which the Index is published, which is closest to the date immediately preceding the opening of Northpark Shopping Center or the sale of the Premises, whichever is later. Any amount due hereunder from Grantee to Grantor shall, without further act of either Grantee or Grantor, be deemed to constitute a lien against the Premises subordinate to all existing liens and encumbrances, including, but not limited to, leases and mortgages then thereon. Grantee, at the request of Grantor, shall execute such instruments as Grantor deems necessary to confirm and record the existence of said lien, or in default of the execution of such instrument, Grantor is hereby irrevocably appointed as Grantee's attorney in fact (coupled with an interest) to execute the same on behalf of Grantee. Upon the satisfaction of such obligation, Grantor shall forthwith cause its removal from the record or record an appropriate instrument of satisfaction.

These Covenants and Restrictions shall (i) run with the Premises, and every part thereof and interest therein, and all improvements thereon, (ii) be binding on the Premises, Grantee and all subsequent grantees of the Premises, or any part thereof and interest therein, or improvement thereon and their respective successors and assigns and (iii) inure to the benefit of Grantor and its successors and assigns, forever.

These Covenants and Restrictions, or any covenant, condition or restriction contained in the foregoing Paragraphs 1 through 7 inclusive, may not be terminated, extended, modified or amended, as to the Premises or any portion thereof, without the written consent of Grantor. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed by Grantor and recorded in the Official Records of Madison County, Mississippi.

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For the purpose of these Covenants and Restrictions, the term "Grantor" shall mean Ridgeland Associates and any successor or assign of all of Ridgeland Associates' interest in and to the Developer Site (other than Parcels 1 through 11 inclusive) as the Developer Site is shown on the Plot Plan of Northpark Shopping Center, a copy of which Plot Plan was recorded on January 11, 1984 in Book 526 at Page 167 of the Records of Madison County, Mississippi.

SCHEDULE 1 TO EXHIBIT D

PLANNING REQUIREMENTS

A. The Review Process.

Grantee, or any lessee of the Premises, or any portion thereof (such Grantee or lessee being hereinafter referred to as "Site-developer") shall be required to submit to the following review process in connection with any improvement ("Project") to be constructed on the Premises ("site"). A preliminary pre-concept meeting between Grantor and Site-developer will be held to discuss the specific site and these Planning Requirements, after which Site-developer, at its expense, will complete and submit to Grantor, two complete sets of plans, specifications, drawings and samples (collectively, "Plans") and one complete set of sepia reproductions, in the following two phases: (i) Preliminary Plans and (ii) Final Plans.

The initial Plans ("Preliminary Plans") (i) will contain the requirements of Section (B) hereof, (ii) will be compatible with the general design of the balance of Northpark Shopping Center as portrayed by Grantor's design plans, (iii) will conform to the Plot Plan of Northpark Shopping Center and (iv) will provide for first-class structure, workmanship and materials.

Within a reasonable period of time after the date each submission shall have been received by Grantor for its approval, Grantor shall give notice to Site-developer, in writing, of its approval or disapproval thereof, specifying in the latter event its reasons therefor. Grantor's right to disapprove the Preliminary Plans shall be limited to (i) Site-developer's failure to include information that has been requested by Grantor in these Planning Requirements, (ii) objections to the design of general massing, color, materials or site development of any proposed Project which, in Grantor's sole opinion, are incompatible with the existing structures on the balance of Northpark Shopping Center, (iii) objections that the Preliminary Plans do not provide for first-class structure, workmanship or materials or (iv) failure to provide a landscape plan which, in Grantor's sole opinion, is consistent with the quality of the balance of Northpark Shopping Center.

Site-developer, within ten (10) working days after receipt of a notice of disapproval as aforesaid, shall undertake, in conjunction with Grantor, to amend and modify the Preliminary Plans so as to conform to the requirements set forth herein and cure any objections made by Grantor, and upon the completion thereof, the Plans shall be resubmitted to Grantor for its written approval. Within a reasonable period of time after the date such resubmission shall have been received by Grantor for its approval, Grantor shall give notice to Site-developer, in writing, of its approval or disapproval thereof.

Promptly after the approval by Grantor of the Preliminary Plans pursuant to the requirements set forth herein, Site-developer, at its expense, shall proceed with the preparation of final Plans ("Final Plans") for the construction

of the Project, which Final Plans shall be consistent developments of the Preliminary Plans and shall submit two complete copies of the Final Plans and one complete set of sepia reproducible to Grantor for its approval. The Final Plans shall be definitive architectural and engineering plans and specifications and shall include all necessary working drawings and specifications providing for first-class structure, workmanship and materials, in sufficient detail to permit construction in full of the Project. All construction documents shall be prepared by a registered architect or engineer licensed to practice in the State of Mississippi.

Within a reasonable period of time after the Final Plans have been received by Grantor, Grantor shall give notice to Site-developer, in writing, of its approval or disapproval thereof, specifying in the latter event its reasons therefor. Such approval shall not be unreasonably withheld, and the right to disapprove the Final Plans shall be confined to new matters not disclosed by or included in the Preliminary Plans and to matters which are not consistent developments of the Preliminary Plans or do not meet the requirements set forth herein. Site-developer, within ten (10) working days after receipt of a notice of disapproval as aforesaid, will undertake to amend and modify the Final Plans so as to conform to the requirements set forth herein, and, upon completion thereof, the Final Plans shall be resubmitted to Grantor for its written approval. Within a reasonable period of time after the date such resubmission shall have been received by Grantor for its approval, Grantor shall give notice to Site-developer, in writing, of its approval or disapproval thereof.

Site-developer must obtain written approval of the Final Plans from Grantor prior to undertaking any on-site construction, installation, clearing, grading, paving or landscaping.

If, after approval of the Final Plans, as herein provided, Site-developer desires to materially modify or change the Final Plans as they relate to the Project, Site-developer shall submit two complete copies of such proposed changes ("Proposed Changes") and one complete set of sepia reproducible to Grantor for its approval. Within a reasonable period of time after the Proposed Changes have been received by Grantor for approval, Grantor shall give notice to Site-developer, in writing, of its approval or disapproval thereof, specifying in the latter event its reasons therefor. Such approval shall not be unreasonably withheld and the right to disapprove the Proposed Changes shall be confined to matters which do not meet the requirements set forth herein. The Site-developer, within ten (10) working days after receipt of a notice of disapproval as aforesaid, will undertake to amend and modify the Proposed Changes so as to conform to the requirements set forth herein, and, upon completion thereof, the Proposed Changes shall be resubmitted to Grantor for its written approval. Within a reasonable period of time after the date such resubmission shall have been received by Grantor for its approval, Grantor shall give notice to Site-developer, in writing, of its approval or disapproval thereof.

B. Preliminary Plan Requirements

Preliminary Plan submissions shall include the following:

1. A site plan at 1:00 scale, with grading, showing the building pad with all site improvements and landscaping, including the relationship of the building to on-grade parking. The site plan should also indicate grading of the site, the location of all exterior lighting and site lighting, pedestrian and vehicular circulation, parking layout and numbers and proposed storm drainage, as well as the quantity, type and location of all ground cover materials to be utilized in the landscaped areas.

2. Architectural drawings of the building at 1/8" = 1'0" scale, showing typical floor plans, structural grids, elevations, massing and proposed finishes.

3. Plans and elevations showing all proposed exterior signage locations, sizes and materials and details to indicate the method of illumination.

4. A general statement, together with samples, indicating the exterior use of materials, accurate material texture and color.

5. A tabulation of gross square footage of all construction.

6. A statement that the proposed construction complies with applicable building codes and all other applicable regulations in connection with the Project, including, without limitation, this Warranty Deed and the Declaration of Covenants.

7. Prospective color renderings of any proposed building including all graphics and signage.

8. Designation of all proposed utility lines, air-conditioning units, lines, pipes, conduits, and transformers and all other similar equipment.

C. Final Plan Requirements

Final Plan submissions shall include the following:

1. A site plan at 1:20 scale, with accurate grading, showing all site improvements, specifying locations, size, and types of all Project material, landscaping drawings and specifications and indicating exterior and site lighting, including locations, mounting heights and actual manufacturer's catalog cuts of proposed fixtures.

2. Details of all pedestrian walkways and other exterior features including samples indicating types and colors of materials to be utilized.

3. Architectural drawings of the building at 1/8" = 1'0" scale, showing all typical floor plans and elevations of the Project, noting all materials.

4. Details of typical exterior wall construction at 1/2" = 1'0" scale.

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5. Final samples of actual building materials.
6. Detailed plans and elevations showing all proposed exterior signing locations, sizes and materials.
7. A tabulation of gross square footage of all construction.
8. A statement that the proposed construction complies with all applicable building code and regulations in connection with the Project. Said statement shall be prepared by Site-developer's architect and site-engineer.

EXHIBIT E TO WARRANTY DEED

BOOK 196 PAGE 645

LEGAL DESCRIPTION OF THE ACCESS EASEMENT

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1293.12 feet to the intersection of the existing eastern right-of-way of said Wheatley Street with the proposed new eastern right-of-way line of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 06 degrees 16 minutes 31 seconds East, 152.21 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new Northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, 151.96 feet to the southwest corner of Parcel 6 and the point of beginning for the property herein described.

From the point of beginning, run North 00 degrees 03 minutes 00 seconds West, along the Western boundary of said Parcel 6, 105.00 feet to a point; leaving said Western Boundary, run thence North 89 degrees 57 minutes 00 seconds East, 13.00 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 77.07 feet to the beginning of a curve; run thence southerly counterclockwise along the arc of said curve, 32.34 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road, said curve having a central angle of 52 degrees 56 minutes 17 seconds and a chord bearing and distance of South 26 degrees 31 minutes 09 seconds East, 31.20 feet; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new Northern row line, 26.91 feet to the point of beginning, situated in the Southeast Quarter (SE 1/4) of Section 31, Township 7 North - Range 2 East, Ridgeland, Madison County, Mississippi

STATE OF MISSISSIPPI, County of Madison:
 BILLY V. COOPER, Chancery Clerk, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 24 day of May, 1984, at 9:30 o'clock A.M., and was duly recorded on the 24 day of May, 1984, Book No. 196 on Page 645 in my office. Witness my hand and seal of office, this the 24 day of May, 1984.
 By BILLY V. COOPER, Clerk
 H. Wright, D.C.

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DEED

I, George Melvin Walker, hereinafter referred to as Grantor, for the sum of \$ 10.00 and other good and valuable consideration paid to me by Maxwell Mitchell Wells, hereinafter referred to as Grantee, do hereby Grant, sell, convey and warrant to the Grantee forever the following described property:

Lot No. 54 in Block E, according to the survey, subdivision and plat of said land referred to and known as the 1946 addition to the Canton Cemetery, located in the city of Canton, Madison County, Mississippi.

This property is the same property conveyed to Grantor by the City of Canton, Mississippi, by instrument dated April 20, 1956, and filed for record in book 65 at page 113 in the records of the Chancery Clerk of Madison County, Mississippi.

This conveyance is subject to all restrictions and conditions stated in the deed referred to above, the minutes, or ordinances of the city of Canton, and the zoning and subdivision regulations that may exist.

Witness my signature on this the 10th day of

MAY 1984.

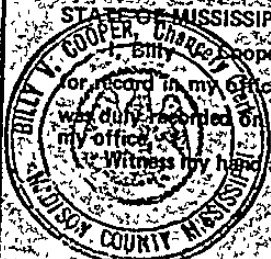
George Melvin Walker
George Melvin Walker

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction above mentioned, George Melvin Walker who acknowledged to me that he did sign and deliver the above and foregoing instrument on this date and for the purposes as set forth therein as his free and voluntary act and deed. Given under my hand and official seal this the 10th day of MAY, 1984.

My commission expires:
My Commission Expires Feb. 14, 1987



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 24th day of May, 1984, at 2:45 o'clock P.M., and was duly recorded on the 24th day of May, 1984, Book No. 196 on Page 643.
Witness my hand and seal of office, this the 24th day of May, 1984.
BILLY V. COOPER, Clerk
By: *Billy V. Cooper* D.C.

BOOK 196 PA 647
WARRANTY DEED

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In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, C. O. BUFFINGTON, do hereby convey and warrant unto KATIE RUTH ANDERSON the following described tract or parcel of land lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

80' evenly off N/E 63 x 165' lot NW Corner
Brickyard Alley and West North St. Lots 16
& 18 West North.

This conveyance is executed subject to:

- (1) Zoning ordinance of the City of Canton.
- (2) Ad valorem taxes for 1980 will be paid by the Grantee.

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

WITNESS my signature this the 7th day of January, 1980.

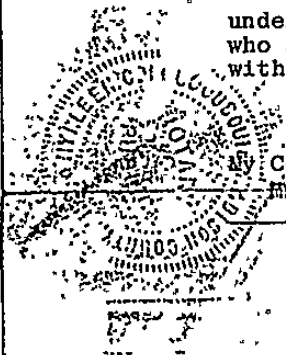
C. O. Buffington
C. O. Buffington

STATE OF MISSISSIPPI
COUNTY OF MADISON

THIS day personally came and appeared before me, the undersigned authority in and for said jurisdiction, C. O. BUFFINGTON, who acknowledged that he did sign, execute, and deliver the within and foregoing Warranty Deed as and for his act and deed.

Myrtle C. Bouchenger
Notary Public

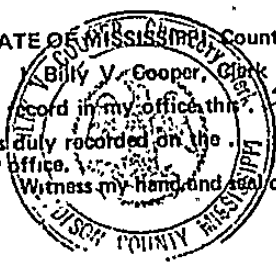
My Commission Expires:
MY COMMISSION EXPIRES 11/22/1981



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 23 day of JUN 5 1984, 1984, at 2:45 o'clock P.M., and was duly recorded on the 23 day of JUN 5 1984, 1984, Book No. 196 on Page 647. in my office.

Witness my hand and seal of office, this the 5th day of JUN 5 1984, 1984.



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

3419

INDEXED
INDEXED

3668

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; the assumption by the grantees of that certain indebtedness held by Deposit Guaranty Mortgage Company and secured by a deed of trust on file and of record in the Office of the Chancery Clerk of Madison County, State of Mississippi in Deed of Trust Book 518 at Page 790; and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned DONALD D. MOSHER and wife, VANITA L. MOSHER, do hereby sell, convey and warrant unto ESTHER F. COTTEN and LEE HENRY COTTEN, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in Madison County, State of Mississippi, to-wit:

LOT FIVE (5), BLOCK "C", TRACELAND NORTH, PART TWO (2), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5 at Page 47, reference to which is hereby made in aid of and as a part of this description.

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

AS A PART of the consideration above mentioned, the undersigned hereby transfer unto said grantees or their assigns any and all escrow accounts now being held by mortgagee or its agents for the benefit of the undersigned, if any.

THIS CONVEYANCE is subject to any and all protective covenants, building restrictions, rights of way, easements, mineral reservations and conveyances, and unrecorded servitudes applicable to the above described property.

WITNESS OUR SIGNATURES this the 5th day of May, 1984.

Donald D. Mosher
DONALD D. MOSHER

Vanita L. Mosher
VANITA L. MOSHER

BOOK 196 PAGE 649

BOOK 196 PAGE 433

STATE OF MISSISSIPPI
COUNTY OF HINDS.....

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named DONALD D. MOSHER and wife, VANITA L. MOSHER, 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 the 5th day of May, 1984.

James E. J. [Signature]
NOTARY PUBLIC

My Commission Expires:

July 31, 1986

GRANTORS' ADDRESS: 4 Easthaven Court, Apt. 3, Appleton, Wisconsin 5491
GRANTEES' ADDRESS: P. O. Box 72, Jackson, Mississippi 39205

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 16 day of May, 1984, at 9:00 o'clock A.M., and was duly recorded on the 16 day of MAY, 1984, Book No. 196 on Page 433.
Witness my hand and seal of office, this the 16 day of MAY, 1984.
By Billy V. Cooper, Clerk

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 25 day of May, 1984, at 5:00 o'clock P.M., and was duly recorded on the 25 day of MAY, 1984, Book No. 196 on Page 648.
Witness my hand and seal of office, this the 25 day of MAY, 1984.
By Billy V. Cooper, Clerk

SELLER'S ADDRESS: 3085 E. Shadowlawn
Atlanta, GA 30305

PURCHASER'S ADDRESS: 220 Mackey Dr.
Madison, MS



GEORGIA STATE OFFICE
TITLE BUILDING
ATLANTA, GEORGIA 30303

Lawyers Title Insurance Corporation

ATLANTA BRANCH OFFICE

BOOK 196 PAGE 650

#3671

WARRANTY DEED

STATE OF Georgia COUNTY OF Fulton

THIS INDENTURE, Made the 15th day of May, in the year one thousand nine hundred eighty-four, between

PLASTIC SYSTEMS, INC., a Corporation

of the County of Fulton, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

ROBERT ALLEN LIVINGSTON and PATRICIA M. LIVINGSTON as joint tenants with full rights of survivorship and not as tenants in common,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

Lot 39 of the Milesview Terrace, Section 2, according to the plat on file in the office of the Chancery Clerk of Madison County, Mississippi, as recorded in Plat Book 4 at page 5.

Subject to that certain first Deed of Trust existing on the said property recorded in the Office of the Chancery Clerk of Madison County, Mississippi, in Book 351 at page 59, securing an indebtedness to the Homestead Savings & Loan Association which Grantees assume and agree to pay as a part of the consideration for this conveyance.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

Unofficial Witness

PLASTIC SYSTEMS, INC. (Seal)

BY: Theodore G. Debrezeni, Its President (Seal)

Notary Public
My Comm. Expires Jan 16, 1967

MISSISSIPPI, C

Chancery Court

Book 196 Page 650 1/2

ACKNOWLEDGEMENT

STATE OF GEORGIA
COUNTY OF FULTON

PERSONALLY APPEARED before me, the undersigned Notary Public in and for the jurisdiction aforesaid, the within named THEODORE G. DEBRECINI, who stated and acknowledged to me, that he is the duly elected President of Plastic Systems, Inc., a Georgia corporation, and that he did sign and deliver the above and foregoing instrument on behalf of said corporation on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 15th day of May, 1984.

Notary Public, Georgia, State at Large
My Commission Expires Jan 19 1988

NOTARY PUBLIC

WARRANTY DEED	
FROM	PLASTIC SYSTEMS, INC.
TO	ROBERT ALLEN LIVINGSTON and PATRICIA M. LIVINGSTON
GEORGIA, _____ County,	
Clerk's Office, Superior Court	
Filed for Record _____ day	
of _____ 19__	
at _____ M., and Recorded in Deed	
Book _____ Folio _____	
_____ 19__	
_____ Clerk	
Lawyers Title	
Insurance Corporation	
A Stock Company	
Home Office - Richmond, Virginia	
ATLANTA BRANCH OFFICE	
TITLE BUILDING	
ATLANTA, GEORGIA	

STATE OF MISSISSIPPI

County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within was filed for record in my office this 25 day of May, 1984, at 11:00 clock A.M., and was duly recorded on the _____ day of JUN. 5, 1984, Book No. 196 on Page 650 in my office.

Witness my hand and seal of office, this the _____ of JUN. 5, 1984, 19__

BILLY V. COOPER, Clerk

By _____, D.C.

Instrument

C
BOOK 196 PAGE 651

STATE OF MISSISSIPPI

COUNTY OF MADISON,

3681

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, E. A. DONOHUE, Route 4, 109 Gaham Drive, Gulfport, Mississippi 39503; R. F. DONOHUE, 2502 St. Charles Street, Jackson, Mississippi 39209; R. M. DONOHUE, 5806 Baxter Drive, Jackson, Mississippi 39211; MRS. JEANETTE PETERS, 519 Merrigold Drive, Jackson, Mississippi 39204; MISS GERTRUDE C. DONOHUE, 4654 Nisqually Road, Jackson, Mississippi 39206; MRS. GLADYS SMITH, Route 4, Box 38A, Canton, Mississippi 39046; MRS. LILLIAN GOODWIN, Box 155, Hollandale, Mississippi 38748; and MRS. MARGARET MAYO, 408 Dinkins Street, Canton, Mississippi 39046, do hereby sell, convey and warrant unto TIM HUTSON and wife, JULIA E. HUTSON, 156 Mill Cove, Ridgeland, Mississippi 39157, as joint tenants with right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

S 1/2 E 1/2 SW 1/4, Section 20, Township 11 North, Range 4 East, and residence situated thereon, Madison County, Mississippi.

This conveyance is executed subject to the following exceptions:

1. Ad valorem taxes for the year 1984 shall be paid by the grantees herein.

2. Zoning Ordinances and Subdivision Regulations of Madison County, Mississippi.

3. Grantors reserve all minerals which they own lying in, on and under the above described property.

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

EXECUTED this the 25th day of May, 1984.

E. A. Donohoe
E. A. DONOHOE

R. F. Donohoe
R. F. DONOHOE

R. M. Donohoe
R. M. DONOHOE

Mrs. Jeanette Peters
MRS. JEANETTE PETERS

Miss Gertrude C. Donohoe
MISS GERTRUDE C. DONOHOE

Mrs. Gladys Smith
MRS. GLADYS SMITH

Mrs. Lillian Goodwin
MRS. LILLIAN GOODWIN

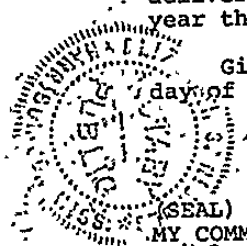
Mrs. Margaret Mayo
MRS. MARGARET MAYO

BOOK 196 PAGE 652

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

Given under my hand and official seal, this the 24th day of May, 1984.



Elizabeth P. Nichols
NOTARY PUBLIC

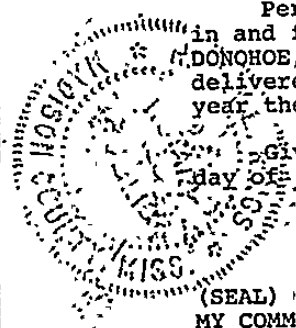
(SEAL)
MY COMMISSION EXPIRES:
My Commission Expires June 28, 1987

BOOK 196 PAGE 633

STATE OF MISSISSIPPI
COUNTY OF Madison

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

Given under my hand and official seal, this the 25th day of May, 1984.



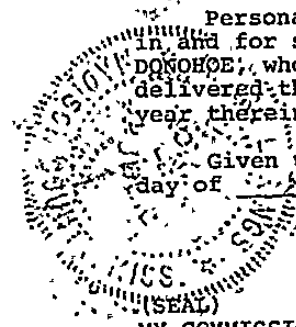
Henry D. Ring
NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES:
My commission expires December 12, 1987.

STATE OF MISSISSIPPI
COUNTY OF Madison

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

Given under my hand and official seal, this the 25th day of May, 1984.



Henry D. Ring
NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES:
My commission expires December 12, 1987.

STATE OF MISSISSIPPI
COUNTY OF Madison

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

Given under my hand and official seal, this the 25th day of May, 1984.

Henry L. Ringo
NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES:
My commission expires December 12, 1987.

STATE OF MISSISSIPPI
COUNTY OF Madison

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

Given under my hand and official seal, this the 25th day of May, 1984.

Henry L. Ringo
NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES:
My commission expires December 12, 1987.

STATE OF MISSISSIPPI
COUNTY OF Madison

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

Given under my hand and official seal, this the 25th day of May, 1984.

Henry L. Ringo
NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES:
My commission expires December 12, 1987.

BOOK 196 PAGE 631

BOOK 186 PAGE 653

STATE OF MISSISSIPPI
COUNTY OF Washington

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

Given under my hand and official seal, this the 25th day of May, 1984.

James O. Benge
NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES:
MY COMMISSION EXPIRES JAN 16, 1988

STATE OF MISSISSIPPI
COUNTY OF Madison

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

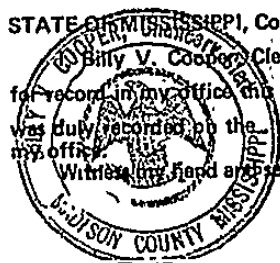
Given under my hand and official seal, this the 25th day of May, 1984.

James O. Benge
NOTARY PUBLIC

(SEAL)
MY COMMISSION EXPIRES:
My commission expires December 12, 1987.

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 25 day of May, 1984, at 3:45 o'clock P.M., and was duly recorded on the JUN 5 1984 day of JUN, 1984, Book No. 196 on Page 651. In my office.



Witness my hand and seal of office, this the JUN 5 1984 day of JUN, 1984.

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

WARRANTY DEED

3687

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, we, NORMAN W. GUYTON and wife, PATRICIA GUYTON, do hereby sell, convey and warrant unto WESLEY G. JOHNSON, JR., and wife, CATHY C. JOHNSON, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 148.50 feet on the South side of Dorroh Street, (formerly South Street), in the Town of Madison, Madison County, Mississippi, and described as from a point on the East right of way line of the Illinois Central Railroad, which said point is 20.0 feet South of the North line of Section 17, Township 7 North, Range 2 East, run thence East for 644.96 feet along the South line of said Dorroh Street (formerly South Street), to the point of beginning of tract being described, and from said point of beginning being the Northwest corner of lot being described run thence East for 148.50 feet along the South line of Dorroh Street to the Northwest corner of the Heiden Residence Tract, thence running South 3 degrees 40 minutes West for 267.0 feet along a hedgerow and the West line of said Heiden Tract, said hedgerow appears to be more than 35 years in place, thence running West for 167.80 feet; thence running North 7 degrees 45 minutes East for 270.0 feet to the point of beginning, and all being situated in Section 17, Township 7 North, Range 2 East, Town of Madison, Madison County, Mississippi; and being the same property conveyed by Mrs. Evelyn M. Billingslea to N. M. Bennett, and wife, by deed dated October 1, 1949, recorded in Book 44 at Page 269 of the records of the Chancery Clerk of Madison County, Mississippi, and subsequently conveyed by N. M. Bennett, et ux to Aline B. Dupre by deed dated August 25, 1951 and recorded in Book 51 at Page 222 of said records.

Ad valorem taxes for the year 1984 are assumed by the Grantees herein,

There is excepted from the warranty of this conveyance all building restrictions, protective covenants, easements and mineral reservations of record in the office of the aforesaid Chancery Clerk which affect the above described property,

WITNESS OUR SIGNATURES, this the 18th day of May, 1984.

Norman W. Guyton
NORMAN W. GUYTON

Patricia Guyton
PATRICIA GUYTON

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, NORMAN W. GUYTON and wife, PATRICIA GUYTON, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and seal, this the 18th day of May, 1984.

Deborah D. Cook
NOTARY PUBLIC

My Commission Expires:

January 17, 1987



Grantors' address: 115 Dorrah, Madison, MS

Grantees' address: 115 Dorrah, Madison, MS

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 28 day of May, 1984, at 9:20 clock 9 A. M., and was duly recorded on the 5 day of JUN, 1984, Book No. 196 on Page 656. in my office.
Witness my hand and seal of office, this the 5 day of JUN, 1984.
BILLY V. COOPER, Clerk
By [Signature], D. C.



WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Franklin D. McAnally and wife, Donna A. McAnally, whose mailing address is 142 WHEATLEY PLACE, RIDGELAND, MS 39157, do hereby sell, convey and warrant unto Alvin C. Doyle and wife, Mary S. Doyle, as joint tenants with full rights of survivorship and not as tenants in common, whose mailing address is 142 WHEATLEY PLACE, RIDGELAND, MS 39157, 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 27, Wheatley Place, Part 3, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet B at Slide 37; reference to which is hereby made in aid of and as a part of this description.

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

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

WITNESS the respective hand and signature of the undersigned Grantors hereto affixed on this the 25th day of May, 1984.

Franklin D. McAnally
Franklin D. McAnally

Donna A. McAnally
Donna A. McAnally

STATE OF MISSISSIPPI
COUNTY OF HINDS

BOOK 196 PAGE 659

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

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 25th day of May, 1984

Baudine Hand Cochran
NOTARY PUBLIC

My Commission Expires: My Commission Expires June 10, 1987

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 28 day of May, 19 84, at 9:00 o'clock A.M., and was duly recorded on the JUN 5 1984 day of JUN 5 1984, 19 84, Book No. 196 on Page 658 in my office.
Witness my hand and seal of office, this the JUN 5 1984 day of JUN 5 1984, 19 84.



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

C

WARRANTY DEED

BOOK 196 PAGE 660 3694

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, J. P. SARTAIN, does hereby convey and warrant unto JPS BUILDING SUPPLIES, INC. the following described property lying and being situated in the City of Madison, Madison County, Mississippi, to-wit:

INDEXED

Lot 65 of Stonegate, Part II, a subdivision in the City of Madison, Mississippi, as shown by plat or map thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is here made in aid of and as a part of this discription.

THE PROPERTY herein conveyed is subject to those certain protective covenants recorded in Book 534 at Page 270 of the aforesaid plat of said subdivision; and also subject to the Zoning and Sub-division Regulation Ordinances of the City of Madison.


THERE IS excepted from this conveyance such oil, gas, and other minerals as may have heretofore been conveyed, reserved or excepted by prior owners.

THIS CONVEYANCE is made subject to the lien of that certain First Deed of Trust of Record in favor of Merchants & farmers Bank, Canton, Mississippi.

TAXES FOR the year 1984 shall be prorated between the parties as of the date of this conveyance.

THE HEREIN conveyed property constitutes no part of Grantor's homestead.

WITNESS MY SIGNATURE, this the 25th day of May, 1984.


J. P. SARTAIN

STATE OF MISSISSIPPI }
COUNTY OF MADISON }

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforementioned jurisdiction, the within named J. P. SARTAIN, who acknowledged that he signed and delivered the foregoing

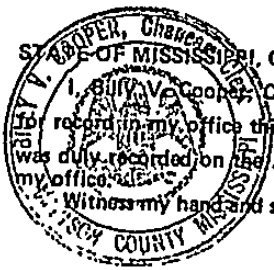
BOOK 198 PAGE 661

May, 1984.

42-18-85

NOTARY PUBLIC

P. O. BOX 342
Madison, Ms. 39110



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 28 day of May, 1984, at 9:00 o'clock a. M., and was duly recorded on the 5 day of JUN, 1984, Book No. 196 on Page 660. In my office, this the 5 day of JUN, 1984.

Witness my hand and seal of office, this the 5 day of JUN, 1984.

BILLY V. COOPER, Clerk

By Shelley....., D.C.

GRANTEE'S ADDRESS: 316 Timber Ridge Dr.
Ridgeland, Ms. 39157

BOOK 196 PAGE 662

3636

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand this day paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, BOWLING CONSTRUCTION CO., INC.

a corporation, does hereby sell, convey and warrant unto THEODORE PAUL ENSTROM and wife, MONA GAYE WILSON ENSTROM 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 139, LONGMEADOW SUBDIVISION, PART IV, 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 Cabinet B at Slot 37 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

There is excepted from the warranty of this conveyance all building restrictions, protective covenants, mineral reservations and conveyances and easements of record affecting said property.

It is understood and agreed that taxes for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration as of this date is incorrect, then the grantor agrees to pay to the grantees any deficit on an actual proration and, likewise, the grantees agree to pay to grantors any amount over paid by them.

WITNESS THE SIGNATURE AND SEAL OF GRANTOR, this the 25th day of May, 1984.

BOWLING CONSTRUCTION CO., INC.

BY:

DAVID L. BOWLING, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named DAVID L. BOWLING, who acknowledged that he is President of BOWLING CONSTRUCTION CO., INC., a corporation, and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he being duly authorized so to do by said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 25th day of May, 1984.

NOTARY PUBLIC

My Commission Expires:

Aug. 17, 1985

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 28 day of May, 1984, at 9:00 o'clock P.M., and was duly recorded on the 5 day of JUN, 1984, Book No. 196 on Page 662 in my office.

Witness my hand and seal of office, this the 28 day of May, 1984.

BILLY V. COOPER, Clerk

By: [Signature] D.

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, NORTHSIDE INVESTORS, INC., a Mississippi Corporation, P.O. Box 16191, Jackson, Mississippi, do hereby sell, convey and warrant unto DAVID L. DICKINSON, Jr. and GAIL R. DICKINSON, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in Madison County, Mississippi, to-wit:

Lot 173, LONGMEADOW SUBDIVISION, PART FOUR, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi as now recorded in Plat Cabinet B at Slide 37.

Excepted from the warranty hereof are all restrictive covenants, easements, rights of way and mineral reservations of record affecting said property.

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

WITNESS the signature of NORTHSIDE INVESTORS, INC., by its duly authorized officer, this the 22nd day of May, 1984.

NORTHSIDE INVESTORS, INC.
BY: 
F. BYRON DENNIS, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me the undersigned authority, in and for the jurisdiction aforesaid F. BYRON DENNIS, who acknowledged to me that he is PRESIDENT of NORTHSIDE INVESTORS, INC., and that for and on behalf of said corporation, he signed and delivered the above and foregoing

BOOK 196 PAGE 664
instrument of writing on the day and year therein mentioned,
he having been first duly authorized so to do.

Given under my hand and seal, this the 22nd day of
May, 1984.

My Commission Expires:
March 22, 1987

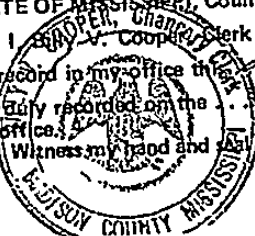
Sandra Jane Williamson
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
for record in my office this 28 day of May, 1984, at 9:00 o'clock a.m., and
was duly recorded on the 28 day of JUN 5 1984, Book No. 196 on Page 663 in
my office.

Witness my hand and seal of office, this the 5 day of JUN, 1984.



BILLY V. COOPER, Clerk

By Shashun, D.C.

WARRANTY DEED

INDEXED

BOOK 198 PAGE 665

3715

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, valuable and legal considerations, the receipt and sufficiency of all of which is hereby acknowledged, and the assumption and agreement by the Grantees to pay off as and when due, effective with the May 1, 1984 payment, that certain indebtedness to Colonial Mortgage Company, secured by Deed of Trust dated March 23, 1979, and filed for record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 455 at Page 140, we, WILBERT M. JACKSON, JR. and wife, MARY D. JACKSON, do hereby sell, convey and warrant unto HOMER LAMAR VANDEVENDER and wife, IMOGENE S. VANDEVENDER, 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, and being more particularly described as follows, to-wit:

Commencing at a concrete monument that is 330 feet East of the SE corner of the SW 1/4 of the SE 1/4 of Section 31, T-9-N, R-1-W, Madison County, Miss., thence run S 89°53'45" W for 602.03 feet to a point on the Easterly R-O-W of U. S. Highway Number 49, thence run N 37°26'45" W along said R-O-W for 118.90 feet to a concrete monument, thence run N 40°18'30" W along said R-O-W for 193.50 feet to the POINT OF BEGINNING of the following described property.

Thence continue and run N 40°18'30" W along said R-O-W for 454.15 feet, thence run N 49°41'30" E for 716.88 feet, thence run East for 535.89 feet, thence run S 00°35'E for 139.75 feet, thence run S 49°41'30" W for 1,036.22 feet to the POINT OF BEGINNING.

The above described property is located in the SW 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 31, T-9-N, R-1-W, Madison County, Miss., and contains 10.0 Acres, more or less.

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

The Grantors do hereby assign, transfer, set over, and convey unto the Grantee herein all of the Grantors' right, title and interest in and to the escrow funds held by the mortgagee in connection with the indebtedness described hereinabove.

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

When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay the Grantees of their assigns any deficit on an actual proration, and assigns any amount overpaid by them.

Grantor does hereby convey, transfer and assign a perpetual easement for ingress and egress across the property now owned by them, said property adjoining the tract herein conveyed on the northwest side of said property, said easement being that gravel drive being approximately 20 feet in width traversing from Highway 49 across Grantor's lands and terminating on the land of the Grantees herein and for further aid of this description of the easement herein conveyed, being the same gravel drive as designated on that certain plat by Glynn R. Gatlin, civil engineer, dated March 9, 1979.

This conveyance is subject to that easement for the purpose of maintaining the existing septic tank field line now lying on Grantor's lands and as designated on that certain plat by Glynn R. Gatlin, civil engineer, dated March 9, 1979.

WITNESS OUR SIGNATURES, this the 18th day of May, 1984.

Wilbert M. Jackson
WILBERT M. JACKSON, JR.

Mary D. Jackson
MARY D. JACKSON

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named Wilbert M. Jackson, Jr. and wife, Mary D. Jackson, who, after having been by me first duly sworn, stated on oath that they signed and delivered the above and foregoing instrument as and for their own free act and deed.

WITNESS OUR SIGNATURES, this the 18th day of May, 1984.

Notary Public
NOTARY PUBLIC

My Commission Expires:

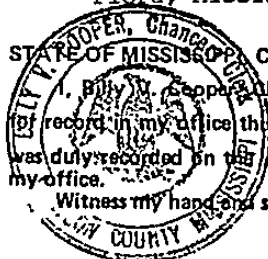
4-24-88

GRANTORS:

WILBERT M. JACKSON, JR.
MARY D. JACKSON
Post Office Box 797
Flora, Mississippi 39071

GRANTEES:

HOMER LAMAR VANDEVENDER
IMOGENE S. VANDEVENDER
Post Office Box 825
Flora, Mississippi 39071



I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed of record in my office this 28 day of May, 1984, at 9:00 o'clock A. M., and was duly recorded on the 5 day of JUN, 1984, Book No. 19 on Page 665 in my office.

Witness my hand and seal of office, this the 5 day of JUN, 1984.

Billy V. Cooper, Clerk
By [Signature], D. C.

BOOK 196 PAGE 666

WARRANTY DEED

3716

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which being hereby acknowledged, the undersigned Dennis R. Barnes and wife Lorraine T. Barnes, whose address is 504 Grants Ferry Rd., Brandon, MS 39042, do hereby sell, convey and warrant unto Pamela A. Sharpe, a single person, whose address in 848 A Sussex Place, Jackson, MS 39211 the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land being a portion of Lot 211 of Village Square Subdivision, Part 1, a subdivision according to the map or plat on file in plat cabinet B at Slide 38 of the records of the Chancery Clerk of Madison County, Mississippi and being more particularly described by metes and bounds as follows:

Beginning at the SW corner of said Lot 211 of Village Square subdivision, part 1 and run North 01 degees 42 minutes East along the West line of said Lot 211 for a distance of 101.25 feet to the NW corner of said Lot 211; thence run South 88 degrees 22 minutes East along the North line of said Lot 211 for a distance of 33.42 feet; thence run South 02 degrees 40 minutes 31 seconds West along the party wall and its extension each way of the duplex located on said Lot 211 for a distance of 101.30 feet to a point on the South line of said Lot 211 and the North line of Sussex Place; thence run North 88 degraes 18 minutes West along the South line of said Lot 211 and the North line of Sussex Place of a distance of 31.70 feet to the point of beginning, containing 3296.7 square feet (0.076) acres, more or less.

This conveyance is made expressly subject to that certain Deed of Trust executed by Dennis R. and Lorraine T. Barnes, on May 23, 1983, to Robert G. Barnett, Trustee for Deposit Guaranty Mortgage Company, said Deed of Trust being of record in Book 514 at Page 576. In the office of the aforesaid Chancery Clerk; the Grantee herein expressly assumes the obligations of payment of said Deed of Trust. It is further understood and agreed that the Grantors herein do transfer and set over to the Grantees herein any and all escrow funds on

deposit with Deposit Guaranty Mortgage Company, and or its assigns, incidental to the aforesaid Deed of Trust.

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

Ad valorem taxes for the year 1984, have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the pro-ration be incorrect, the Grantors herein agree to pay to the Grantees or their assigns, any deficit on an actual pro-ration, and likewise, the Grantees herein agree to pay to the Grantors or their assigns any amount overpaid by them.

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

WITNESS OUR SIGNATURES on this the 25th day of May, A.D., 1984.

Dennis R. Barnes
Dennis R. Barnes
Lorraine T. Barnes
Lorraine T. Barnes

STATE OF MISSISSIPPI
COUNTY OF RANKIN

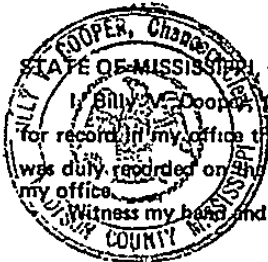
Personally came and appeared before me, the undersigned Notary Public in and for the County and State aforesaid, Dennis R. Barnes and wife Lorraine T. Barnes, who stated to me on oath that they executed and delivered the above and foregoing Warranty Deed as their own voluntary acts and deeds on the day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

GIVEN under my official certification, hand and seal of office on this the 25th day of May, A.D., 1984.

Jennifer L. Beard
NOTARY PUBLIC

My Commission Expires:

Nov. 15, 1987



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 28 day of May, 1984, at 9:00 o'clock A. M., and was duly recorded on the 5 day of JUN, 1984, Book No. 196 on Page 667.
Witness my hand and seal of office, this the 5 day of JUN, 1984.

BILLY V. COOPER, Clerk

By [Signature], D.C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, HARKINS BUILDING SUPPLY, INC., a Mississippi corporation, acting by and through its duly authorized officer does hereby sell, convey and warrant unto FIRST MARK HOMES, INC., a Mississippi corporation, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lots Forty-One (41), Forty-Two (42), Thirty-Seven (37) and Thirty-Eight (38), BROOKFIELD, PART I, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B, Slot 62 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1984 are to be prorated between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the 11 day of May, 1984.

HARKINS BUILDING SUPPLY, INC.

BY:


JAMES HARKINS, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF HINDS: : :

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named James Harkins, who acknowledged to me that he is the President of Harkins Building Supply, Inc., a Mississippi corporation, and that he, as such President, signed and delivered the above

BOOK 198 PAGE 670

and foregoing instrument of writing on the day and year therein mentioned for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL seal of office, this the 11
1984.

Eleazar J. Lyle
NOTARY PUBLIC

COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Madison.
 I, Billy W. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
 for record in my Office this 28 day of May, 1984, at 9:00 o'clock a. M., and
 was duly recorded on the JUN 5 day of 1984, 1984, Book No. 196 on Page 66? in
 my office.
 Witness my hand and seal of office, this the JUN 5 day of 1984, 1984.

Witness my hand and seal of office, this the of 5. 1984, 19

BILLY COOPER, Clerk

By Shashun, D. C.

C

WARRANTY DEED

BOOK 198 PAGE 671

INDEXED

3725

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, HARKINS BUILDING SUPPLY, INC., a Mississippi corporation, acting by and through its duly authorized officer does hereby sell, convey and warrant unto THOMAS M. HARKINS BUILDER, INC., a Mississippi corporation, the following described land and property, lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lots Forty-Eight (48), Forty-Seven (47) and Forty-Five (45) BROOKFIELD, PART I, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B, Slot 62 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1984 are to be prorated between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the 11 day of May, 1984.

HARKINS BUILDING SUPPLY, INC.

BY: 

JAMES HARKINS, PRESIDENT

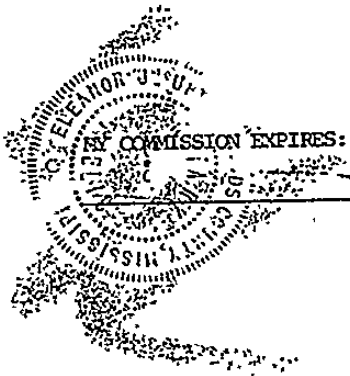
STATE OF MISSISSIPPI

COUNTY OF HINDS: : :

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named James Harkins, who acknowledged to me that he is the President of Harkins Building Supply, Inc., a Mississippi corporation, and that he, as such President, signed and delivered the above

and foregoing instrument of writing on the day and year therein mentioned for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

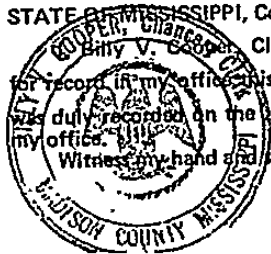
GIVEN under my hand and official seal of office, this the 11 day of May, 1984.



Eleanor J. Lupton
NOTARY PUBLIC

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 28 day of May, 1984, at 9:00 o'clock A. M., and was duly recorded on the 5 day of JUN, 1984, Book No. 196 on Page 671 in my office. Witness my hand and seal of office, this the 5 day of JUN, 1984.



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

QUIT CLAIM DEED BOOK 196 PAGE 673

The State of Mississippi

County of HINDS

INDEXED

3734

For and in consideration of the sum of Ten and 00/100 DOLLARS

(\$ 10.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned

HUGH W. HALLE

do ES hereby convey and quit claim unto CHARLOTTE J. HALLE

the following described property situated in Madison County, Mississippi, to wit:

Lot Fifteen (15), HUNTERS CREEK, PART ONE(1),
a subdivision according to a map or plat thereof
on file and of record in the office of the
Chancery Clerk of Madison County at Canton,
Mississippi in Plat Cabinet B, Slot 33, reference
to which map or plat is here made in aid of
and as a part of this description.

Together with all buildings and improvements
situated thereon.

Witness signature, this the 10th day of March, A. D. 1984

Witnesses:

Hugh W. Halle
HUGH W. HALLE

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority, in and for the County and State aforesaid, the within named _____

HUGH W. HALLE

, who

acknowledged that _____ signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, this the 10th day of March, A. D., 1984

Robert R. Franklin
Notary Public.

My commission Expires September 24, 1985

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 28 day of May, 1984, at 3:30 o'clock P.. M., and
was duly recorded on the 5 day of JUN, 1984, Book No. 196 on Page 673 in
my office.

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

BILLY V. COOPER, Clerk

By Shashun, D. C.

C

BOOK 196 PAGE 674

QUITCLAIM DEED

INDEXED

3735

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, We, the undersigned, RONNIE D. BRASHEAR and CHARLENE W. BRASHEAR, do hereby remise, release, convey and quitclaim unto CHARLENE W. BRASHEAR the following described land and property situated in Madison County, Mississippi, to-wit:

LOT THIRTEEN (13), GATEWAY NORTH, PART I (One), a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at page 45, reference to which is hereby made in aid of and as a part of this description.

The Grantee assumes and agrees to pay all taxes on said property for the year 1984.

WITNESS MY SIGNATURE, this the 25th day of May, 1984.

Ronnie D. Brashear
RONNIE D. BRASHEAR

STATE OF Mississippi
COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named RONNIE D. BRASHEAR, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25th day of May, 1984.

Lynn A. [Signature]
NOTARY PUBLIC


My Commission Expires:
8/23/87

WITNESS MY SIGNATURE, this the 25th day of May, 1984.

Charlene W. Brashear
CHARLENE W. BRASHEAR

STATE OF Mississippi
COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named CHARLENE W. BRASHEAR, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25th day of May, 1984.

Lewis H. Hays
NOTARY PUBLIC

My Commission Expires:
9/23/87



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 29 day of May, 1984, at 9:40 o'clock A. M., and was duly recorded on the 5 day of JUN, 1984, Book No. 196 on Page 674. in my office.

Witness my hand and seal of office, this the 5 day of JUN, 1984.

BILLY V. COOPER, Clerk

By [Signature], D. C.

WARRANTY DEED

BOOK 196 PAGE 673 3740

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I, the undersigned JULIUS C. BAGWELL, Survivor of BILLIE F. BAGWELL do hereby sell, convey and warrant unto JULIUS C. BAGWELL and KENNETH A. WEST as Tenants by Entirety with full rights of survivorship the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

INDEXED

Starting at the NW corner of Section 14, T-8-N, R-2-E, Madison County, Mississippi, proceed southerly along Section line, 1320.0 feet more or less to a point; thence South 89° 56' East, 1530.0 feet more or less to the point of beginning; thence South 00° 03' West, 1320.0 feet more or less to an iron pin; thence North 89° 56' West, 150.0 feet more or less to an iron pin; thence North 00° 03' East, 1320.0 feet more or less to an iron pin; thence South 89° 56' East, 150.0 feet more or less to the point of beginning. Said parcel containing 4.5 acres more or less. (Lot 8, Heritage Corporation Mini-Farms)

This conveyance is made subject to those certain mineral reservations, easements, rights of way, conditions and zoning ordinances of record in instrument dated July 25, 1980, of record in Book 170, Page 415, 416.

WITNESS MY SIGNATURE this 28 day of May, 1984.

Julius C. Bagwell
JULIUS C. BAGWELL

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the County aforesaid JULIUS C. BAGWELL who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 28 day of May, 1984.

Sham
NOTARY PUBLIC

My commission expires:



Julius C. Bagwell
att: Madison, Ms

Kenneth A. West
632 Reuldo Circle
Madison, Ms

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 29 day of May, 1984, at 11:00 o'clock A.M., and was duly recorded on the 29 day of JUN. 5, 1984, in Book No. 196 on Page 673. in my office.

Witness my hand and seal of office, this the 29 day of JUN. 5, 1984.

BILLY V. COOPER, Clerk

By *Sham*, D.C.,

BOOK 196 PAGE 677

WARRANTY DEED

INDEXED

3745

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, I, JAMES RITT O'LEARY, grantor, and a single person, do hereby convey and warrant unto JOSEPH A. O'LEARY AND WILLA O'LEARY, grantees, husband and wife, as joint tenants with the full right of survivorship and not as tenants in common the following described property situated in Madison County, Mississippi, to-wit:

Five (5) acres in SW 1/4 and 9.65 acres in SE 1/4 NE 1/4 North and East, of Stump Bridge road and Five (5) acres partly in Northeast corner SE 1/4 NE 1/4 and partly in Southeast corner NW 1/2 NE 1/4, Section 9 Township 10 North, Range 5 East, LESS AND EXCEPT approximately 1.1 acre conveyed by undersigned on September 10, 1982 to Ignatius Branson and Rosie Lee Branson, recorded in Deed Book 183 at page 573, records in the office of the Chancery Clerk of Madison County, Mississippi.

Grantor agrees to pay the 1984 ad valorem taxes when due.

WITNESS MY SIGNATURE, this 25th day of May, 1984.

James Ritt O'Leary
JAMES RITT O'LEARY

STATE OF CALIFORNIA

COUNTY OF Riverside

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR SAID County and State aforesaid, JAMES RITT O'LEARY, who acknowledged to me that he did sign and deliver the above mentioned instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and seal of office, this 25th day of May 1984,

1984.

(SEAL)



MY COMMISSION EXPIRES: June 12, 87

Sandra L. Long
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29th day of May, 1984, at 2:15 o'clock P.M., and was duly recorded on the 29th day of May, 1984, Book No. 196 on Page 677. in my office.

Witness my hand and seal of office, this the 29th day of May, 1984.

BILLY V. COOPER, Clerk

By *Sandra L. Long* D.C.

C.

WARRANTY DEED

BOOK 196 PAGE 678 3747

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, JEFF D. PACE and wife, BOBBIE O. PACE, do hereby sell convey and warrant unto J. D. RANKIN and wife, JANE B. RANKIN as joint tenants with the right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

INDEXED

LOT 57, DEERFIELD SUBDIVISION, PHASE I, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is made in aid of and as a part of this description.

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

1. County of Madison and State of Mississippi ad valorem taxes for the year 1984 which will be paid 5/12 by the Grantors and 7/12 by the Grantees.
2. Zoning and subdivision regulation ordinance of Madison County, Mississippi.
3. All oil, gas and other minerals lying in, on and under the above described property reserved by prior owners of record.
4. Those Protective Covenants of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Book 465 at Page 159.
5. Grantees hereby, by their acceptance of this deed, agree to join the Deerfield Property Owners Association and abide by the By-Laws of such association. This membership requirement shall be a covenant running with the land and shall be binding upon the heirs, assigns or successors in interest of the herein named Grantees.

6. Grantees herein, upon the acceptance of this deed, do hereby agree to construct a home or residence on the above described lot which shall contain at least 2500 square feet of heated area. This shall be a covenant running with the land and binding upon the heirs, assigns and successors in interest of the Grantees named herein and shall be enforceable in a court of equity.

7. All easements for utilities as shown by the plat of said subdivision on record in the office of the Chancery Clerk of Madison County, Mississippi.

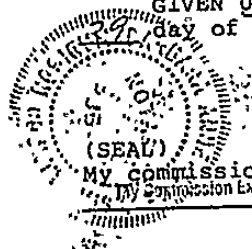
WITNESS OUR SIGNATURES on this 29 day of May, 1984

Jeff D. Pace
Jeff D. Pace
Bobbie O. Pace
Bobbie O. Pace

STATE OF MISSISSIPPI
COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JEFF D. PACE and BOBBIE O. PACE who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND and official seal of office, this 29 day of May, 1984.



Barbara Ann Pace
Notary Public

Grantees: J. D. & Jane B. Rankin
Rt. 2, Canton, Ms. 39046

Granteors: Mr. & Mrs. Jeff Pace
1632 Sunset Drive
Canton, Ms. 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 29 day of May, 1984, at 4:35 o'clock P.M., and was duly recorded on the JUN 5 1984 day of JUN, 1984, Book No. 196 on Page 678. in my office.

Witness my hand and seal of office, this the JUN 5 1984 day of JUN, 1984.

BILLY V. COOPER, Clerk

By [Signature] D. C.

ASSIGNMENT

INDEXED

IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RONALD W. RIES, does hereby set over and assign to WILLIAM N. GROGAN, all of my right, title and interest in and to that certain Memorandum of Lease and Timber Contract dated November 6, 1974, as recorded in Book 138 at page 71 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE on this the 25 day of May, 1984.

Ronald W. Ries
RONALD W. RIES

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above stated, the within named RONALD W. RIES, who stated and acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated.

GIVEN UNDER MY HAND and official seal this the 25th day of May, 1984.

Sandra Prince
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires August 19, 1987.

458

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 29 day of May, 1984, at 4:55 o'clock P.M., and was duly recorded on the JUN 5 1984 day of JUN, 1984, Book No. 198 on Page 680 in my office.

Witness my hand and seal of office, this the JUN 5 of 1984, 1984.

TRACT - E 1/4 Sec 14, T 10N, R 3E
- 2nd 1/4 Sec 20, T 10N, R 3E

BILLY V. COOPER, Clerk

By Shelley, D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, RONALD W. RIES and wife, LYNNE L. RIES, Grantors, do hereby convey and forever warrant unto WILLIAM N. GROGAN and NANCY T. GROGAN, Grantees, as joint tenants with full rights of survivorships and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

The following described real property lying and being situated in Township 10 North, Range 3 East Madison County, Mississippi.

Section 19: The E1/2 of the NE1/4
Section 20: The W1/2 of the NW1/4 and 20 acres on the West side of the E1/2 of the NW1/4 less and except 10 acres off South end of the W1/2 of the NW1/4 and less and except 2.5 acres in the shape of a square in the Southwest corner of the SE1/4 of NW1/4, containing 167.5 acres more or less.

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

1. County of Madison and State of Mississippi ad valorem taxes for the year 1984, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantors: 0%; Grantees: 100%.

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

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

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

5. A Memorandum of Lease and Timber Contract for Recordation from William N. Grogan and Ronald W. Ries to Edward Hines Lumber Company dated November 6, 1974, and recorded in Book 138 at page 71 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

6. A right of way instrument from Anna W. Edgar to Mississippi Power & Light Company granting a right of way and easement 200 feet in width over a portion of the subject property, said instrument being dated March 5, 1964, and


recorded in Book 92 at page 148 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

7. A right of way 200 feet in width conveyed by George C. Covington to Mississippi Power & Light dated March 20, 1964, and recorded in Book 92 at page 299 in the records in the office of the Chancery Clerk of Madison County, Mississippi, covering a portion of the subject property.

8. A right of way 200 feet in width conveyed by Camille Covington Freeman to Mississippi Power & Light Company dated March 26, 1964, and recorded in Book 92 at page 302 in the records in the office of the Chancery Clerk of Madison County, Mississippi, covering a portion of the subject property.

9. A right of way for a Roadway 20 feet in width conveyed by William N. Grogan and Ronald W. Ries to Edwards Hines Lumber Company dated December 16, 1976, and recorded in Book 148 at page 128 in the records in the office of the Chancery Clerk of Madison County, Mississippi, covering a portion of the subject property, said right of way terminates on October 31, 1989.

WITNESS OUR SIGNATURES on this the 22nd day of May, 1984.


RONALD W. RIES

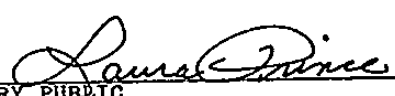

LYNNE L. RIES

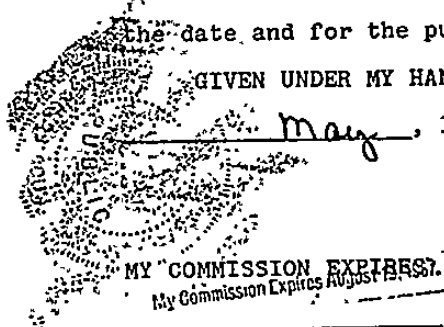
STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named RONALD W. RIES and LYNNE L. RIES, who stated and 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 AN OFFICIAL SEAL, this the 25th day of May, 1984.


NOTARY PUBLIC



Grantor:

Grantee:

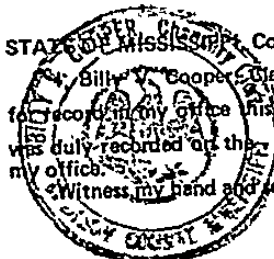
STATE OF MISSISSIPPI, County of Madison:

Bill Y. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29th day of May, 1984, at 4:55 o'clock P.M., and was duly recorded on the JUN 5 1984 day of JUN, 1984, Book No. 196 on Page 681. In my office.

Witness my hand and seal of office, this the JUN 5 1984 day of JUN, 1984.

BILLY Y. COOPER, Clerk

By [Signature] D. C.



C

WARRANTY DEED

BOOK 196 PAGE 683 3753

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

EDWARDS HOMES, INC., P.O. Box 16191, Jackson, Miss. 39206
A Mississippi Corporation

does hereby sell, convey and warrant unto DAVID F. DEAN and
CHARLYN F. DEAN, 311 Timber Ridge Drive, Ridgeland, Miss. 39157

INDEXED

as joint tenants with full rights of survivorship and not as
tenants in common, the following described land and property situated
in Madison County, Mississippi,
to-wit:

Lot 167, Longmeadow Subdivision, Part Four,
according to the map or plat thereof on file and
of record in the office of the Chancery Clerk of
Madison County at Canton, Mississippi as now
recorded in Plat Cabinet B at Slot 37.

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

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

There is excepted from the warranty of this conveyance, all
mineral and royalty reservations and conveyances, and all easements
and right-of-way conveyances of record affecting said property
and in addition thereto the Grantor reserves unto himself all
minerals which he presently owns.

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

WITNESS the signature of EDWARDS HOMES, INC.

by its duly authorized officer, this the 25th day of
May, 1984.

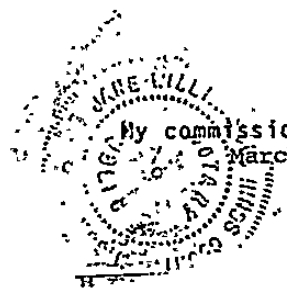
EDWARDS HOMES, INC.

By: Larry W. Edwards
LARRY W. EDWARDS, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF Hinds

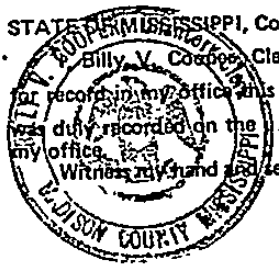
Personally appeared before me, the undersigned authority
in and for the jurisdiction aforesaid, Larry W. Edwards,
who acknowledged to me that he is President
of Edwards Homes, Inc. and that for
and on behalf of said corporation, he signed and delivered the
above and foregoing instrument of writing on the day and year
therein mentioned, he having been first duly authorized to so do.

GIVEN UNDER my hand and official seal of office on this
the 25th day of May, 1984.



Sandra Jane Williamson
NOTARY PUBLIC

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 30 day of May, 1984, at 9:00 o'clock A.M., and
was duly recorded on the JUN 5 day of 1984, 1984, Book No. 196 on Page 683 in
my office.
Witness my hand and seal of office, this the JUN 5 day of 1984, 1984.
BILLY V. COOPER, Clerk
By Shashun, D.C.



-WARRANTY DEED-

BOOK

196 685

INDEXED

3758

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, BRYAN HOMES, INC., of 1553 County Line Road, Jackson, Ms. 39211, by these presents, does hereby sell, convey and warrant unto CHARLES E. KEALHOFER, a single person, of 266 Creekline Drive, Madison, Ms. 39110, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 119, of Stonegate, Part III, 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 Cabinet B at Slide 31, reference to which map or plat is here made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURES of the Grantors, this the 25th day of May, 19 84.

BRYAN HOMES, INC.

By: Steve Bryan, President

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, the within named, STEVE BRYAN, personally known to me to be the President of BRYAN HOMES, 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 forth, all as and for the act and deed of said corporation, he being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal of office on this the 25th day of May, 19 84.

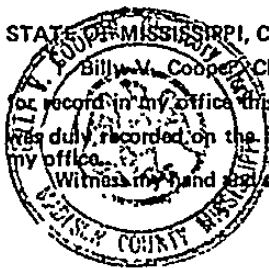
My Commission Expires:

My Commission Expires July 10, 1985

Louise L. L...
Notary Public

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 30 day of May, 19 84, at 9:20 o'clock A.M., and was duly recorded on the day of JUN 5 1984, 19 84, Book No. 196 on Page 685. In my office. Witness my hand and seal of office, this the 5th day of JUN, 1984.



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

-WARRANTY DEED-

BOOK 196 PAGE 686 8761

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 BRYAN HOMES, INC. do hereby sell, convey and warrant unto JOHN A. HESTER and wife, BARBARA A. HESTER of 230 Creekline Dr., Madison MS 39110, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 118, Stonegate, Part III,
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 Slide
B-31, reference to which map or plat
is here made in aid of and as a part of this
description.

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

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

WITNESS THE SIGNATURES of the Grantors, this the 25th day of
May, 1984.

BRYAN HOMES, INC.

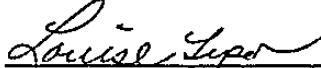
BY: 
STEVE BRYAN, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and
for the aforesaid jurisdiction, Steve Bryan, personally known to me
to be the President of the within named Bryan Homes, Inc., who acknow-
ledged that he signed and delivered the above and foregoing instrument
of writing on the day and for the purposes therein mentioned, as his
own act and deed, he having been authorized so to do for and on behalf
of said corporation.

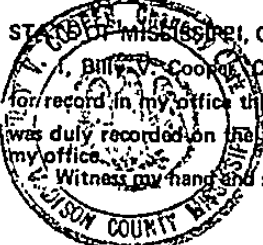
GIVEN UNDER MY HAND and official seal of office on this the 25th
day of May, 1984

My Commission Expires:

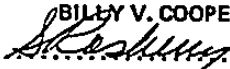

Notary Public

My Commission Expires July 19, 1985

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 30 day of May, 1984, at 9:00 o'clock A.M., and
was duly recorded on the 30 day of May, 1984, Book No. 196 on Page 686 in
my office. Witness my hand and seal of office, this the 30 day of May, 1984.

BILLY V. COOPER, Clerk

By  D. C.

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned NORWOOD S. TOLER, III, whose mailing address is 4630 West Cheryl, Jackson, Ms. 39211, and JOHN FREDERICK BARNES, whose mailing address is 200 Woodgreen #16, Madison, Ms. 39110, do hereby sell, convey and warrant unto NORRIS E. HILL, in fee simple, whose mailing address is P. O. Box 302, Indianola, Ms. 38751, 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:

Lot 1, SALEM SQUARE, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 6 at Page 13, reference to which is hereby made in aid of and as a part of this description.

THE ABOVE DESCRIBED PROPERTY constitutes no part of the homestead of the undersigned Grantors.

AS A PART OF THE CONSIDERATION above mentioned, the Grantee herein agrees to assume that certain indebtedness originally in favor of COLONIAL MORTGAGE COMPANY and now held by FEDERAL NATIONAL MORTGAGE ASSOCIATION, and secured by a Deed of Trust on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Deed of Trust Book 436 at Page 21.

IT IS AGREED AND UNDERSTOOD that advalorem 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 unto said Grantee or his assigns, any deficit on an actual proration.

BOOK 196 PAGE 688

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

WITNESS OUR SIGNATURES, this the 29th day of May, 1984.


NORWOOD S. TOLER, III


JOHN FREDERICK BARNES

STATE OF MISSISSIPPI

COUNTY OF HINDS

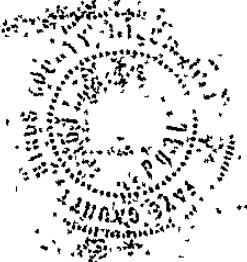
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named NORWOOD S. TOLER, III and JOHN FREDERICK BARNES, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 29th day of May, 1984.

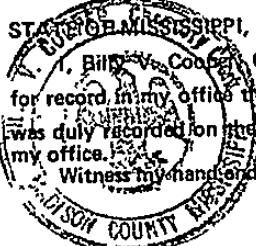

NOTARY PUBLIC

My Commission Expires:

5-21-85



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 30 day of May, 1984, at 9:00 o'clock a. M., and was duly recorded on the 5 day of JUN, 1984, Book No. 196 on Page 687.
Witness my hand and seal of office, this the 5 day of JUN, 1984.

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

C

STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 196 PAGE 689

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INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, KENNETH T. AVERY and wife, MARILYN AVERY do hereby sell, convey, and warrant unto LOUIS J. SADDLER and KAREN L. SADDLER, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in Madison County, Mississippi, more particularly described as follows, to-wit:

Lot 101, SANDALWOOD SUBDIVISION, Part 3, 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 at Canton, Mississippi in Plat Book 6 at Page 3, reference to which map or plat is hereby made in aid of and as a part of this description.

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

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

assigns, any amount overpaid by them.

BOOK 196 PAGE 690

WITNESS MY SIGNATURE this the 25 day of May

1984

Kenneth T. Avery
KENNETH T. AVERY

Marilyn M. Avery
MARILYN AVERY

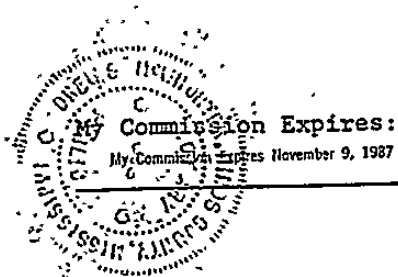
STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned
Notary Public in and for said county, the within named
KENNETH T. and MARILYN AVERY, 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
25 day of May, 1984.

Drew S McWhorter
NOTARY PUBLIC

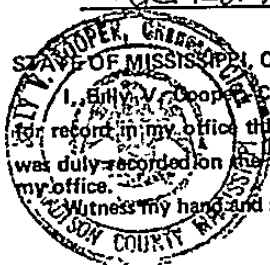


GRANTORS ADDRESS:

5907 Baxter Dr.
Jackson MS 39211

GRANTEES ADDRESS:

101 Sandalwood
Madison MS 39110



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 30 day of May, 1984, at 9:00 o'clock A.M., and
was duly recorded on the 5 day of JUN, 1984, Book No. 196 on Page 689. In
witness my hand and seal of office, this the 5 day of JUN, 1984.

BILLY V. COOPER, Clerk

By [Signature] D. C.

INDEXED

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, OLE SOUTH HOMES, INC., of 5305 Executive Place, Jackson, Ms. 39211, by these presents, does hereby sell, convey and warrant unto REBECCA J. CARRUTH, a single person, of 727-A Wicklow Place, Jackson, Ms. 39211, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Part of Lot 162, of The Village Square, Part 1, more fully described as follows, to-wit:

Commence at the NE Corner of Lot 162, The Village Square, Part 1, according to the map thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet "B" Slide 38; reference to which is hereby made in aid of this description, and run thence North 88 degrees 18 minutes West along the North line of Lot 162, a distance of 34.83 feet to the beginning of a 60 foot radius turn-a-round; thence Westerly around said 60 foot radius turn-a-round 3.8 feet; thence South 01 degree 42 minutes West 98.2 feet to a point on the South line of Lot 162; thence South 88 degrees 18 minutes East 38 feet; thence North 01 degree 42 minutes East 100.0 feet to the point of beginning. Said parcel being the E $\frac{1}{2}$ of Lot 162, Village Square, Part 1, also known as 727-A Wicklow Place, (Ridgeland), Jackson, Ms. 39211. SEE PLAT ATTACHED HERETO.

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

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

WITNESS THE SIGNATURES of the Grantors, this the 22nd day of May, 1984.

OLE SOUTH HOMES, INC.

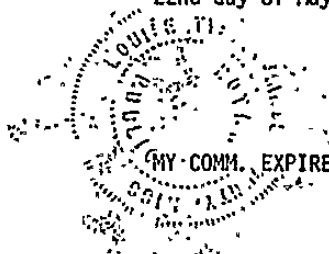
By: Billy G. Runnels
Billy G. Runnels, President

STATE OF MISSISSIPPI
COUNTY OF HINDS

BOOK 196 PAGE 692

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named BILLY G. RUNNELS, personally known to me to be the President of the within named OLE SOUTH HOMES, 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 forth, all as and for the act and deed of said corporation, he being first duly authorized so to do.

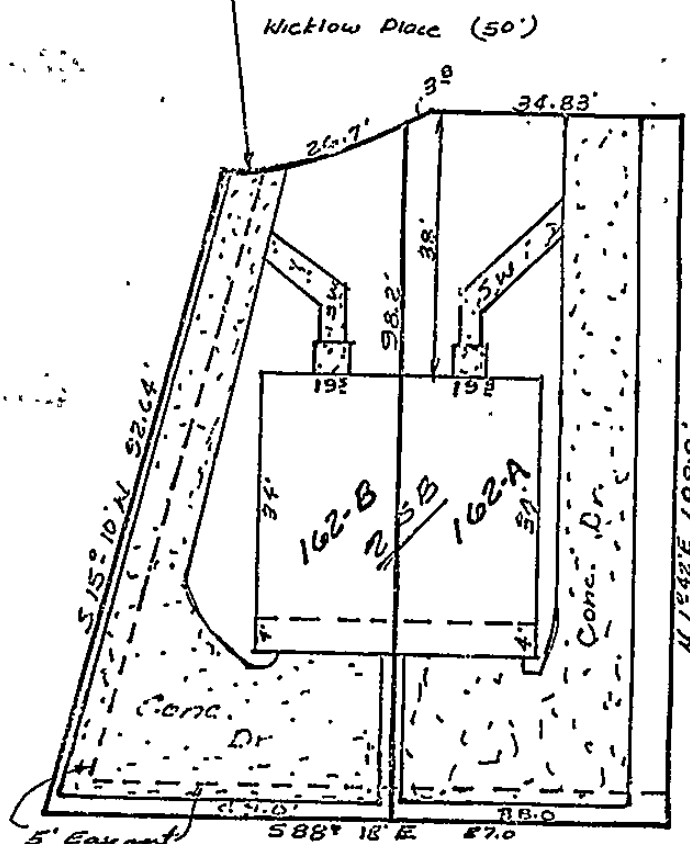
GIVEN under my hand and the official seal of my office on this the 22nd day of May, 1984.



Louise Lyle
NOTARY PUBLIC

MY COMM. EXPIRES:

July 15, 1985



**LOT 162 THE VILLAGE SQUARE
MADISON CO., MS**

according to a plat on file and of record in the office of the Chancery Clerk in Plat ~~Book~~ B, Page 38 ~~Sub~~ Slot

CERTIFICATE: This is to certify that I have this date surveyed and platted the above described property and that the same is true and correct to the best of my knowledge and belief.



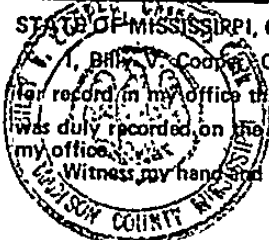
Scale: 1" = 20' Date: 4-30-84

CHARLES D. HARRISON
REGISTERED LAND SURVEYOR
P.O. BOX 1200 • CLINTON, MS 39056

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 30 day of May, 1984, at 9:00 o'clock A. M., and was duly recorded on the 5 day of JUN, 1984, in Book No. 196 on Page 691.

Witness my hand and seal of office, this the 5 day of JUN, 1984.



BILLY V. COOPER, Clerk

By [Signature], D. C.

GRANTOR'S ADDRESS: 1553 County Line Road, Suite 106
Jackson, MS 39211

GRANTEE'S DEED: 245 Creekline Dr.
Madison, MS 37110

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BOOK 196 PAGE 694 3770

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand this day paid and other good and valuable consideration, the receipt of which is hereby acknowledged,
BRYAN HOMES, INC.
a corporation, does hereby sell, convey and warrant unto
PAUL D. SIMS and KATHLEEN K. SIMS as joint tenants with full right
of survivorship and not as tenants in common
the following described land and property lying and being situated
in MADISON County, Mississippi,
to-wit:

Lot 108 of STONEGATE, Part III, 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 Cabinet B at at Slide 31, reference to which map or plat is hereby made in aid of and as a part of this description.

There is excepted from the warranty of this conveyance all building restrictions, protective covenants, mineral reservations and conveyances and easements of record affecting said property.

It is understood and agreed that taxes for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration as of this date is incorrect, then the grantor agrees to pay to the grantees any deficit on an actual proration and, likewise, the grantees agree to pay to grantors any amount over paid by them.

WITNESS THE SIGNATURE AND SEAL OF GRANTOR, this the 29th day of MAY, 1984.

BRYAN HOMES, INC.

BY: [Signature]

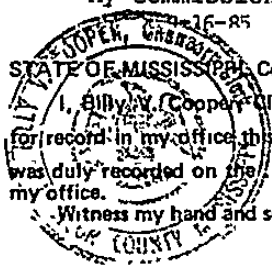
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named Steve Bryan, who acknowledged that he is President of Bryan Homes, Inc., a corporation, and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he being duly authorized so to do by said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 29th day of MAY, 1984.

NOTARY PUBLIC

My Commission Expires: 16-85



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 30 day of May, 1984, at 9:00 o'clock A.M., and was duly recorded on the 5 day of JUN, 1984, Book No. 196 on Page 694. in my office.
Witness my hand and seal of office, this the 5 day of JUN, 1984.

BILLY V. COOPER, Clerk

By: [Signature] D. C.

C

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, J. D. RANKIN and JANE B. RANKIN, do hereby sell, convey and warrant unto ALEC B. KING and wife, RENATE B. KING, as joint tenants with the right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

INDEXED



LOT 155, DEERFIELD SUBDIVISION, PHASE I, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is made in aid of and as a part of this description.

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

1. County of Madison and State of Mississippi ad valorem taxes for the year 1984 which will be paid by the Grantors and all subsequent years will be paid by the Grantees.
2. Zoning and subdivision regulation ordinance of Madison County, Mississippi.
3. Grantors reserve all oil, gas and other minerals in, on and under the above described property.
4. Those Protective Covenants of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Book 465 at Page 159.
5. Grantees hereby, by their acceptance of this deed, agree to join the Deerfield Property Owners Association and abide by the By-Laws of such association. This membership requirement shall be a covenant running with the land and shall be binding upon the heirs, assigns or successors in interest of the herein named Grantees.

6. Grantees herein, upon the acceptance of this deed, do hereby agree to construct a home or residence on the above described lot which shall contain at least 1150 square feet of heated area. This shall be a covenant running with the land and binding upon the heirs, assigns and successors in interest of the Grantees named herein and shall be enforceable in a court of equity.

7. All easements for utilities as shown by the plat of said subdivision on record in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this 14 day of May, 1984

J. D. Rankin
J. D. Rankin
Jane B. Rankin
Jane B. Rankin

STATE OF MISSISSIPPI
COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named J. D. RANKIN and JANE B. RANKIN who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND and official seal of office, this 14 day of May, 1984.

Lucille D. Smith
Notary Public

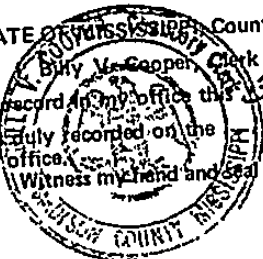
(SEAL)
My commission expires
Oct. 26, 1986

Grantors: J. D. & Jane B. Rankin
Rt. 2, Canton, Ms. 39046

Grantees: Alec B. & Renate B. King
Deerfield, Mississippi
Canton, Ms. 39046

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of May, 1984, at 9:00 o'clock a.M., and was duly recorded on the JUN 5 1984 day of JUN 5 1984, 1984, Book No. 196 on Page 695. In witness my hand and seal of office, this the JUN 5 1984 day of JUN 5 1984, 1984.



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

STATE OF MISSISSIPPI
COUNTY OF MADISON

INDEXED 3774

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, I, CALVIN B. JOHNSON, do hereby sell, convey and quitclaim unto GENEVA C. WALKER, an undivided one-half (1/2) interest in and to the following described property lying and being situated in Madison County, Mississippi, to-wit:

Parcel No. 1: One (1) acre tract located in the northeast corner of the W $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 35, Township 10 North, Range 2 East, Madison County, Mississippi, and being one square acre, the east line of which is the present line of the property of Geneva C. Johnson, et vir, and the north line of which is the public road which runs along the north line of SE $\frac{1}{4}$ of Section 35, Township 10 North, Range 2 East.

And being the same land conveyed by Ella Hicks to Geneva C. Johnson by deed dated July 17, 1969, of record in Book 116 at page 103 thereof, records of Chancery Clerk's Office, Madison County, Mississippi.

Parcel No. 2: One (1) acre square tract located in the northeast corner of the W $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 35, Township 10 North, Range 2 East, Madison County, Mississippi, the east line of which is the present line of the property of Geneva C. Johnson and Calvin Johnson, and the north line of which is the south line of that tract conveyed by Geneva C. Johnson to Geneva C. Johnson and Calvin B. Johnson by deed dated September 10, 1970, and being recorded in Book 119 at page 794 in the Office of the Chancery Clerk of Madison County, Mississippi.

And being the same land conveyed by Ella Hicks to Calvin B. Johnson and wife, Geneva C. Johnson, by deed dated September 15, 1970, of record in Book 120 at page 62 thereof, records of Chancery Clerk's Office, Madison County, Mississippi.

WITNESS MY SIGNATURE this the 25th day of May, 1984.

Calvin B. Johnson
CALVIN B. JOHNSON

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for said county and state, CALVIN B. JOHNSON, who acknowledged to me that he did sign and deliver the foregoing instrument on the day and date therein mentioned as and for his own act and deed.

GIVEN UNDER MY HAND and official seal this the 25th day of May, 1984.

My Commission Expires:

May 27, 1985

John B. Johnson
NOTARY PUBLIC

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 30 day of May, 1984, at 9:50 o'clock A. M., and was duly recorded on the JUN 5 1984 day of JUN 5 1984, 1984, Book No. 196 on Page 697. in my office.

Witness my hand and seal of office, this the 30 day of May, 1984.

BILLY V. COOPER, Clerk

By Shashun, D. C.

C
[INDEXED]

For and in consideration of the agreement of the grantee to pay for the timber herein conveyed as hereinafter stipulated, we, WENDELL W. LADNER and wife, MRS. MARY B. LADNER, Grantors, do hereby convey and warrant unto CATHEY-WILLIFORD-JONES COMPANY, a corporation, Grantee, whose address is Bentonla, Mississippi, 39040, the following described property situated in Madison County, Mississippi, to-wit:

All merchantable timber sixteen (16) inches and up at the stump measured twelve (12) inches from the ground lying, standing and being on the following described land situated in Madison County, Mississippi, to-wit:

West 1/2 Southeast 1/4 and twenty (20) acres off of the west side of the East 1/2 Southeast 1/4 less 2.5 acres for U. S. Highway #49 right-of-way all being in Section 31, Township 9 North, Range 1 West, LESS AND EXCEPT: Begin at the point of intersection of the west line of grantors property with the centerline of survey of State Project No. SP-0008-3 (11) at Station 367 + 38.9; from said point of beginning run thence North along said West property line a distance of 170.2 feet; thence South 40 degrees 16 minutes East a distance of 1568.8 feet; thence South 37 degrees 24 minutes East a distance of 117.1 feet to the South line of grantors property; thence West along said South property line a distance of 136.5 feet to the centerline of survey of said project at Station 352 + 71.25; thence continue West along said South property line a distance of 196.6 feet; thence North 40 degrees 16 minutes West a distance of 601.7 feet; thence North 42 degrees 17 minutes West a distance of 539.6 feet to the west line of grantors property; thence North along said West property line a distance of 261.6 feet to the point of beginning; containing 5.19 acres, more or less, exclusive of present U. S. Highway No. 49 right-of-way and all being situated in and a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 9 North, Range 1 West, Madison County, Mississippi.

LESS AND EXCEPT:

Commencing at a concrete monument that is 330 feet east of the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 9 North, Range 1 West, Madison County, Mississippi, said point is a concrete monument; thence run South 89 degrees 53 minutes 45 seconds West for 602.03 feet to a point on the Easterly right-of-way of U. S. Highway 49; thence run North 37 degrees 26 minutes 45 seconds West along said right-of-way for 118.90 feet; thence run North 40 degrees 18 minutes 30 seconds West along said right-of-way for 193.50 feet to the POINT OF BEGINNING of the following described property; thence run North 40 degrees 18 minutes 45 seconds West along said right-of-way for 454.15 feet; thence run North 49 degrees 41 minutes 30 seconds East for 716.88 feet; thence run East for 535.89 feet; thence run South 00

degrees 35 minutes East for 139.75 feet; thence run South 49 degrees 41 minutes 30 seconds West for 1,036.22 feet to the POINT OF BEGINNING.

The above described property is located in the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 9 North, Range 1 West, Madison County, Mississippi, and contains 10.0 acres, more or less.

ALSO LESS AND EXCEPT:

Commencing at the Northwest corner of the Southeast 1/4 of Section 31, Township 9 North, Range 1 West, Madison County, Mississippi; thence run South 89° 50' East for 435 feet to the Point of Beginning of the following described property:

Thence run South 06° 40' East along an in-place fence for 353.17 feet; thence run South 89° 50' East for 373.00 feet; thence run North 06° 40' West for 353.17 feet to the North line of aforesaid Southeast 1/4; thence run West 89° 50' West for 373.00 feet to the Point of Beginning.

The above described property is located in the North 1/2 of the Southeast 1/4 of Section 31, Township 9 North, Range 1 West, Madison County, Mississippi, and contains 3.0 acres, more or less.

ALSO LESS AND EXCEPT:

Beginning at the southwest corner of the southeast 1/4 of Section 31, Township 9 North, Range 1 West; run thence East 751.9 feet along the South line of said Section 31 to the West right of way line of the new Highway No. 49 Project No. SP-0008-3 (11); thence North 40° 16' West 601.7 feet along said west right of way line; thence North 42° 17' West 539.6 feet along the said West right of way line to the West line of the Southeast 1/4 of said Section 31; thence South 858.4 feet along said West line of Southeast 1/4 of Section 31 to the point of beginning, containing 7.54 acres in the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 9 North, Range 1 West, Madison County, Mississippi.

ALSO LESS AND EXCEPT:

Commencing at a concrete monument that is 330 feet East of the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 9 North, Range 1 West, Madison County, Mississippi, said point is the point of beginning of the following described property; thence run South 89° 53' 45" West for 602.03 feet to a point on the Easterly right of way of U. S. Highway No. 49; thence run North 37° 26' 45" West along said right of way for 118.90 feet to a concrete monument; thence run North 40° 18' 30" West along said right of way for 193.50 feet; thence run North 49° 41' 30" East for 1,036.22 feet; thence run South 00° 35' East for 911.25 feet to the point of beginning. The above described property is located in the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of Section 31, Township 9 North, Range 1 West, Madison County, Mississippi, and contains 10.0 acres, more or less.

ALSO LESS AND EXCEPT:

Commencing at a concrete monument that is 330 feet East of the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 9 North, Range 1 West, Madison County, Mississippi; thence run South 89° 53' 45" West for 602.03 feet to a point on the Easterly R-O-W of U. S. Highway Number 49; thence run North 37° 26' 45" West along said R-O-W for 118.90 feet to a concrete monument; thence run North 40° 18' 30" West along said R-O-W for 193.50 feet to the POINT OF BEGINNING of the following described property:

Thence continue and run North 40° 18' 30" West along said R-O-W for 454.15 feet; thence run North 49° 41' 30" East for 716.88 feet; thence run East for 535.89 feet; thence run South 00° 35' East for 139.75 feet; thence run South 49° 41' 30" West for 1,036.22 feet to the POINT OF BEGINNING.

The above described property is located in the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 31, Township 9 North, Range 1 West, Madison County, Mississippi, and contains 10.0 acres, more or less.

The grantors hereby grant the use of any neighborhood or private road leading from the public road to the property herein described and further grant to the grantee, its successors and assigns, the right of ingress to and egress from said road and said public road and over and across said land for the purpose of removing the timber herein conveyed.

The grantee in the acceptance of this deed does hereby agree that in the event crops, boundary line fences or buildings on the above described land are damaged by the cutting and removing of said timber that the grantee will repair said damage or pay for same, if any.

The grantee agrees when cutting of the timber situated on the above described land is begun to pay for same at the rate of \$120.00 per thousand feet and agrees to make weekly payments for the timber cut from the land above described in the preceding week.

The rights herein granted shall continue for a period terminating four months from the date hereof, and on the expiration of said period all rights herein granted shall cease and terminate and all

timber conveyed hereby not then cut shall revert to and become the property of the above named grantors, freed of any claim or right of the grantee, its successors or assigns.

WITNESS our signatures this the 12th day of May, 1984.

Wendell W. Ladner
WENDELL W. LADNER
Mrs. Mary B. Ladner
MRS. MARY B. LADNER

Grantors Address:

P.O. Box 596
Flowing Rock 39071

STATE OF MISSISSIPPI
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for said County and State, WENDELL W. LADNER and MRS. MARY B. LADNER who each acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS my signature this the 12th day of May, 1984.

William V. Lewis
Notary Public



Commission Expires: 3/9/87



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 30 day of May, 1984, at 3:45 o'clock P.M., and was duly recorded on the 5 day of JUN, 1984, Book No. 196 on Page 698 in my office.

Witness my hand and seal of office, this the 5 day of JUN, 1984.

Billy V. Cooper, Clerk
By William V. Lewis, D. C.