

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, GOOD EARTH DEVELOPMENT, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto JEFFERY E. LOWMAN and wife, SALLIE H. LOWMAN, as joint tenants with the full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A 4115.94 square foot parcel being part of the West one-half of Lot 132, Village Square as platted and recorded in the office of the Chancery Clerk, being situated in the NW 1/4 of Section 33, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and being more particularly described as follows:

Beginning at the southwest corner of Lot 132, run thence South 88 degrees 18 minutes East along the line between Lots 132 and 133 a distance of 42.50 feet; thence North 01 degrees 42 minutes East, 103.26 feet along a line through the common wall of a two-story duplex to the southerly right-of-way of Northallerton Boulevard; thence North 88 degrees 18 minutes West, 37.22 feet along said right-of-way; thence South 04 degrees 02 minutes 20 seconds West, 103.45 feet to the POINT OF BEGINNING.

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 Grantees herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the 18 day of June, 1984.

GOOD EARTH DEVELOPMENT, INC.

BY: Mark S. Jordan

Mark S. Jordan, President

STATE OF MISSISSIPPI

COUNTY OF HINDS

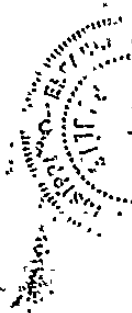
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Mark S. Jordan, who acknowledged to me that he is the President of Good Earth Development, Inc., a Mississippi corporation, and that he, as such President, signed and delivered the above and 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

18 day of June, 1984.

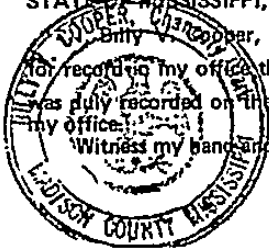
BOOK 197 PAGE 400

Eleanor J. Lipton  
NOTARY PUBLIC



My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for recording in my office this 25 day of June, 1984, at 9:10 o'clock 2 M., and was duly recorded on the JUN 26 1984 day of JUN 26 1984, 1984, Book No. 197 on Page 519. In my office, Witness my hand and seal of office, this the JUN 26 1984 of JUN 26 1984, 1984.

BILLY V. COOPER, Clerk

By B. Wright, D. C.

WARRANTY DEED

BOOK 197 PAGE 401

INDEXED

4263

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 considerations, the receipt of which is hereby acknowledged, MAGNOLIA SECURITY CO., INC., a Mississippi Corporation, 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 Madison County, Mississippi, to-wit:

LOT 165, LONGMEADOW SUBDIVISION, PART IV, a subdivision of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi, at Canton, Mississippi, in Plat Slide B-37, reference to which is hereby made.

It is understood and agreed that ad valorem taxes for the current year are assumed by the Grantee herein.

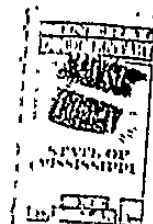
The above described property is subject to any restrictive covenants, easements or mineral reservations of record.

This conveyance is subject to the zoning regulations of the City of Ridgeland, Madison County, Mississippi, and air, water, pollution and flood control regulations imposed by any governmental authority having jurisdiction over same.

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 itself all minerals which it presently owns.

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 Grantee, its successors or assigns, does 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 or claim whatsoever.



WITNESS the signature of Grantor, this the 19<sup>th</sup> day of June, 1984.

MAGNOLIA SECURITY CO., INC.

By: W. W. Bailey  
W. W. Bailey, President

STATE OF MISSISSIPPI  
COUNTY OF HINDS . . .

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, W. W. BAILEY, who acknowledged that he is the President of MAGNOLIA SECURITY CO., INC., and that he signed and delivered the above and foregoing instrument of writing on the day and year therein written having first been duly authorized so to do.

GIVEN under my hand and official seal, this the 19<sup>th</sup> day of June, 1984.

J. C. Valentin  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires March 23, 1988

GRANTOR'S ADDRESS: P. O. Box 16191, Jackson, MS 39236

GRANTEE'S ADDRESS: 6146 Lake Trace Circle, Jackson, MS 39211

BOOK 197 PAGE 402



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 25 day of June, 1984, at 5:00 o'clock P. M., and was duly recorded on the JUN 26 1984 day of JUN, 1984, Book No. 197 on Page 402 in my office.  
Witness my hand and seal of office, this the 25 day of June, 1984.

BILLY V. COOPER, Clerk

By: D. Whit . . . . . D. C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due that certain indebtedness due and owing unto Troy & Nichols, Inc., which indebtedness is secured by a Deed of Trust dated May 18, 1984, and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Deed of Trust Record Book 514 at Page 549, I, the undersigned, A. H. HARKINS, do hereby sell, convey and warrant unto RICHARD H. KIMBROUGH and wife, PATRICIA M. KIMBROUGH, as joint tenants with the full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Thirty (30), BEAVER CREEK SUBDIVISION, PART ONE (1), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slot 41 thereof, reference to which map or plat is here made in aid of and as a part of this description.

The Grantor herein hereby transfers and assigns unto the Grantees all escrow accounts for taxes and insurance now held by Troy & Nichols, Inc. in connection with the above indebtedness.

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

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

WITNESS MY SIGNATURE this the 4 day of June, 1984.

  
A. H. HARKINS

STATE OF MISSISSIPPI  
COUNTY OF HINDS

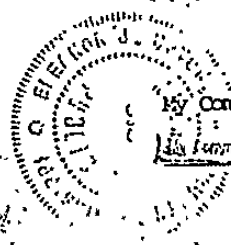
BOOK 197 PAGE 404

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named A. H. Harkins, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as his act and deed.

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

4 day of June, 1984.

*E. L. Rupter*  
NOTARY PUBLIC

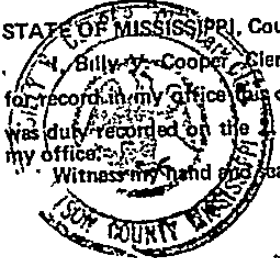


My Commission Expires:

September 25, 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 4 day of June, 1984, at 9:00 o'clock a. M., and was duly recorded on the 4 day of June, 1984, Book No. 197 on Page 403 in my office; Witness my hand and seal of office, this the 4 day of June, 1984.



BILLY V. COOPER, Clerk

By D. Wright, D. C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable 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 HAROLD J. BARKLEY, JR., the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Forty-Nine (49), 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 here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 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 23 day of June, 1984.

HARKINS BUILDING SUPPLY, INC.

BY: [Signature]  
JAMES HARKINS, PRESIDENT

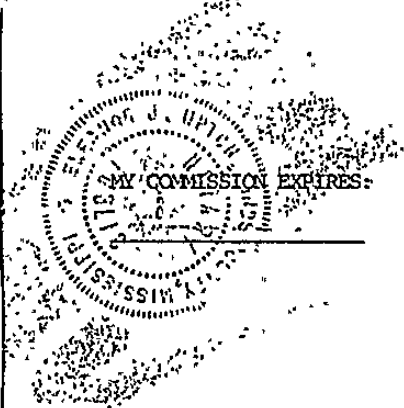
STATE OF MISSISSIPPI

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

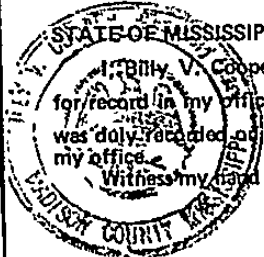
and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

Given under my hand and official seal of office, this the 22 day of June, 1984.



E. J. Upton  
NOTARY PUBLIC

BOOK 197 PAGE 406



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 22 day of June, 1984, at 9:00 o'clock A.M., and was duly recorded on the 26 day of JUN, 1984, Book No. 197 on Page 406 in my office.  
Witness my hand and seal of office, this the 26 of JUN, 1984.

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



C

INDEXED

BOOK 197 PAGE 407

1488

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS, (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, BENNIE WOODARDS, of 9417 S. LaSalle, Chicago, IL 60620, do hereby convey and forever quitclaim unto LIZZIE WOODARDS, of Route 4, Box 101-L, Canton, MS 39046, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Approximately seven acres south of State Highway #16 on East side of that part of E 1/2 of SW 1/4 Section #31-TION-R5E south of said Highway #16 described as follows: Begin at south east corner of said E 1/2 of SW 1/4 and run North 1283' along east boundary of said E 1/2 of SW 1/4 to South boundary of said Highway #16, thence run S 67° 30'W 270' along such boundary of said Highway #16 to an iron pin, thence run south 1172' to fence line, thence run east 251' along said fence to point of beginning.

WITNESS MY SIGNATURE, this the 3 day of April, 1984. *March*

Bennie Woodards  
BENNIE WOODARDS

STATE OF ILLINOIS ..  
COUNTY OF COOKE

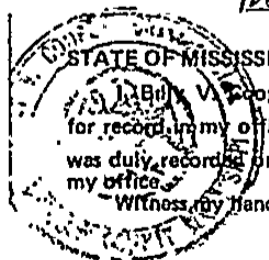
PERSONALLY APPEARED before me the undersigned authority in and for said County and State, the within named BENNIE WOODARDS who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed.

Bennie Woodards  
BENNIE WOODARDS

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 3 day of April, 1984. *March*

Frank D. Seaberg  
NOTARY PUBLIC

(SEAL)  
MY COMMISSION EXPIRES:  
MAY 25 1989



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 June, 1984, at 11:30 o'clock A.M. and was duly recorded on the 26 day of JUN 26 1984, 1984, Book No. 197 on Page 407 in my office. Witness my hand and seal of office, this the 26 day of JUN 26 1984, 1984.

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

INDEXED 1289

BOOK 197 PAGE 408

RELEASE FROM DELINQUENT TAX SALE (INDIVIDUAL) DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON

Redeemed Under H. B. 567 Approved April 2, 1932

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

Willie Williams the sum of Forty three dollars and 25/100 DOLLARS (\$ 43.25) being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with columns: DESCRIPTION OF LAND, SEC., TWP., RANGE, ACRES. Row 1: 50 ft. wide by 476 w/s Lot 6, Subdiv # 2 W. North St., 1/2 Sec 8R 118-785, City.

Which said land assessed to Willie Williams and sold on the 20 day of Sept 19 81, to Bradley Williams, for taxes thereon for the year 1981, do hereby release said land from all claim or title of said purchaser on account of said sale.

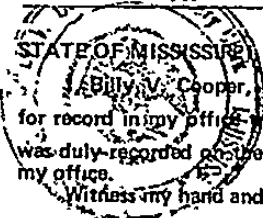
IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 25 day of June 19 84 Billy V. Cooper, Chancery Clerk By S. R. Ralston D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 20.49
(2) Interest \$ 1.13
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 1.41
(4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll. \$1.00 plus 25cents for each separate described subdivision \$ 1.25
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
(6) Clerk's Fee for recording 10cents and Indexing 15cents each subdivision. Total 25cents each subdivision \$ 1.25
(7) Tax Collector--For each conveyance of lands sold to individuals \$1 00 \$ 1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 29.03
(9) 5% Damages on TAXES ONLY. (See Item 1) \$ 1.00
(10) 1% Damages per month or fraction on 19 81 taxes and costs (Item 8--Taxes and costs only 22 Months \$ 6.39
(11) Fee for recording redemption 25cents each subdivision \$ 1.25
(12) Fee for indexing redemption 15cents for each separate subdivision \$ 1.15
(13) Fee for executing release on redemption \$ 1.00
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$ --
(15) Fee for issuing Notice to Owner, each \$2 00 \$ 2.00
(16) Fee Notice to Lienors @ \$2.50 each \$ --
(17) Fee for mailing Notice to Owner \$1.00 \$ 1.00
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ --

TOTAL \$ 46.84
(19) 1% on Total for Clerk to Redeem \$ 1.41
(20) GRAND TOTAL TO REDEEM from sale covering 19 81 taxes and to pay accrued taxes as shown above \$ 48.25

Excess bid at tax sale \$ 43.25
Rec'd by Bradley Williams 36.49
Clerk fee 4.81
Rec fee 2.00
43.25



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 June, 19 84, at 11:33 o'clock A.M., and was duly recorded on the 26 day of JUN 26 1984, 19, Book No. 197, on Page 408 in my office. Witness my hand and seal of office, this the 25 day of JUN 26 1984, 19.

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

C

RELEASE FROM DELINQUENT TAX SALE

(INDIVIDUAL)

DELINQUENT TAX SALE

STATE OF MISSISSIPPI, COUNTY OF MADISON

Redeemed Under H. B. 567 Approved April 2, 1932

No 1555

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

Fred Eric

the sum of fifty-five dollars 1984 DOLLARS (\$ 55.99) being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>E 1/2 of E 1/2 E 1/2 Sq Rd. Vac- BK 120-710</u>	<u>21</u>	<u>9</u>	<u>4E</u>	

Which said land assessed to Warren C and Anne S Hall and sold on the 20 day of Sept 19 81 to Fred Eric for taxes thereon for the year 19 81, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 25 day of

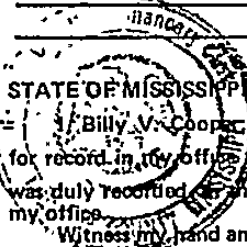
June 19 84 Billy V. Cooper, Chancery Clerk  
(SEAL) By S. Rasberry D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 29.47
- (2) Interest \$ 1.62
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 1.59
- (4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll.  
\$1.00 plus 25cents for each separate described subdivision \$ 1.25
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ .25
- (7) Tax Collector -- For each conveyance of lands sold to individuals \$1.00 \$ 1.00
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 38.68
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 1.93
- (10) 1% Damages per month or fraction on 19 81 taxes and costs (Item 8 -- Taxes and costs only 22 Months) \$ 8.51
- (11) Fee for recording redemption 25cents each subdivision \$ 1.50
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ .30
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$ ---
- (15) Fee for issuing Notice to Owner, each \$2.00 \$ 2.00
- (16) Fee Notice to Lienors @ \$2.50 each \$ ---
- (17) Fee for mailing Notice to Owner \$1.00 \$ 1.00
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ ---
- TOTAL \$ 53.46
- (19) 1% on Total for Clerk to Redeem \$ 1.53
- (20) GRAND TOTAL TO REDEEM from sale covering 19 81 taxes and to pay accrued taxes as shown above \$ 54.99

Excess bid at tax sale \$ ✓

Fred Eric 48.66  
Clerk fee 5.33  
Res fee 2.00  
55.99



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 June, 19 84, at 11:33 o'clock A. M., and was duly recorded on the 26 day of JUN, 19 84, Book No. 197 on Page 409, in my office.

Witness my hand and seal of office, this the 25 day of JUN, 19 84.

BILLY V. COOPER, Clerk

By M. Wright D.C.

RELEASE FROM DELINQUENT TAX SALE  
(INDIVIDUAL)  
DELINQUENT TAX SALE  
STATE OF MISSISSIPPI, COUNTY OF MADISON

Redeemed Under H. B. 567  
Approved April 2, 1932

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

United Co. Financial Corp.  
the sum of Forty Nine Dollars) + .09% DOLLARS (\$ 49.09)  
being the amount necessary to redeem the following described land in said County and State, to wit:

DESCRIPTION OF LAND	SEC.	TWP.	RANGE	ACRES
<u>Lot 13 Blk. B. Fair Ground Sub.</u>				
<u>Trac BR 138-539</u>				
<u>BR 98-226</u>	<u>24</u>	<u>9</u>	<u>2E</u>	

Which said land assessed to Richard A. Moore and sold on the  
20 day of Sept 1982 to Fred Esco for  
taxes thereon for the year 1981, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 25 day of  
June 19 84 Billy V. Cooper, Chancery Clerk  
By S. Raskemy D.C.

(SEAL) STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 21.07
- (2) Interest \$ 1.16
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ .42
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll.  
\$1.00 plus 25cents for each separate described subdivision
- (5) Printer's Fee for Advertising each separate subdivision \$ 1.25
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 4.50
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 1.25
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 1.00
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 29.65
- (10) 1% Damages per month or fraction on 1981 taxes and costs (Item 8 --Taxes and costs only 12 Months) \$ 1.05
- (11) Fee for recording redemption 25cents each subdivision \$ 6.50
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 1.25
- (13) Fee for executing release on redemption \$ .15
- (14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$ 1.00
- (15) Fee for Issuing Notice to Owner, each \$2.00 \$ 2.00
- (16) Fee Notice to Lienors @ \$2.50 each \$ 5.00
- (17) Fee for mailing Notice to Owner \$1.00 \$ 1.00
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ ---

TOTAL \$ 46.60  
(19) 1% on Total for Clerk to Redeem \$ 1.47  
(20) GRAND TOTAL TO REDEEM from sale covering 1981 taxes and to pay accrued taxes as shown above \$ 47.09

Excess bid at tax sale \$ ✓  
Fred Esco 37.22  
Club fee 9.87  
Rec fee 2.00  
49.09

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 recording in my office this 25 day of June, 1984, at 11:34 o'clock A. M., and  
was duly recorded on the 26 day of JUN 26 1984, 1984, Book No. 197 on Page 410 in  
my office.  
Witness my hand and seal of office, this the 26 day of JUN 26 1984, 1984.  
BILLY V. COOPER, Clerk  
By H. Wright D.C.



RELEASE FROM DELINQUENT TAX SALE (INDIVIDUAL) DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON

INDEXED

Redeemed Under H. B. 567 Approved April 2, 1932

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

United Co. Finance Corp.

the sum of One hundred forty seven dollars and 18/100 DOLLARS (\$ 147.18) being the amount necessary to redeem the following described land in said County and State, to wit:

Table with 5 columns: DESCRIPTION OF LAND, SEC., TWP., RANGE, ACRES. Row 1: Lot 10, 11 & 12 Blk. B, Fair Ground Sub. & Bldg BK 89-400 BK 138-181, 24, 9, 25.

Which said land assessed to R.S. Moore Co. and sold on the 20 day of Sept 19 82 to Bucky Barrett for taxes thereon for the year 19 81, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 25 day of

June 19 84 Billy V. Cooper, Chancery Clerk

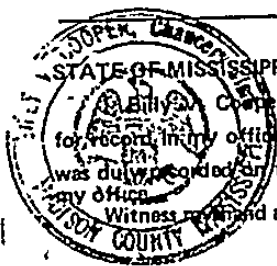
(SEAL) By L. Ruskey D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 92.86
(2) Interest \$ 2.11
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 1.86
(4) Tax Collector Advertising - Selling each separate described subdivision as set out on assessment roll. \$ 1.25
(5) Printer's Fee for Advertising each separate subdivision \$ 4.50
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 1.25
(7) Tax Collector - For each conveyance of lands sold to individuals \$1.00 \$ 1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 106.83
(9) 5% Damages on TAXES ONLY. (See Item 1) \$ 4.64
(10) 1% Damages per month or fraction on 1981 taxes and costs (Item 8 - Taxes and costs only) 22 Months \$ 23.50
(11) Fee for recording redemption 25cents each subdivision \$ .25
(12) Fee for indexing redemption 15cents for each separate subdivision \$ .15
(13) Fee for executing release on redemption \$ 1.00
(14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$ -
(15) Fee for issuing Notice to Owner, each \$2.00 \$ 2.00
(16) Fee Notice to Lienors @ \$2.50 each \$ 5.00
(17) Fee for mailing Notice to Owner \$1.00 \$ 1.00
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ -
TOTAL \$ 144.37
(19) 1% on Total for Clerk to Redeem \$ 1.44
(20) GRAND TOTAL TO REDEEM from sale covering 1981 taxes and to pay accrued taxes as shown above \$ 145.81

Excess bid at tax sale \$ 147.81

Bucky Barrett 134.97
Clerk fees 10.84
Rec fee 2.00
147.81



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 June 19 84 at 11:35 o'clock A.M., and was duly recorded on the 26 day of June 19 84, Book No. 197 on Page 411 in my office.

Witness my hand and seal of office, this the 26 day of June 19 84.

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

BOOK 197 PAGE 412  
 RELEASE FROM DELINQUENT TAX SALE  
 (INDIVIDUAL)  
 DELINQUENT TAX SALE  
 STATE OF MISSISSIPPI, COUNTY OF MADISON

INDEXED 2283

Redeemed Under H. B. 567  
 Approved April 2, 1932

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

United Co. Financial Corp.  
 the sum of one hundred thirty nine dollars & 82/100 DOLLARS (\$ 139.82/100)  
 being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP.	RANGE	ACRES
<u>Lot 1-14 - RR A Fair Ground Sub</u>				
<u>3. Hse BK 100-50 - BK 138-181</u>	<u>24</u>	<u>9</u>	<u>2E</u>	

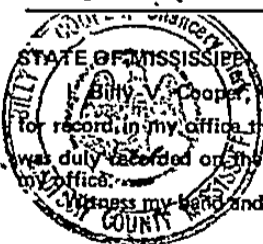
Which said land assessed to R. S. Moore Co. and sold on the  
20 day of Sept 1982 to Bradley Williams for  
 taxes thereon for the year 1981, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 25 day of  
June 1984 Billy V. Cooper, Chancery Clerk  
 (SEAL) By A. R. [Signature] D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 75.57
- (2) Interest \$ 4.16
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 1.57
- (4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll, \$1.00 plus 25cents for each separate described subdivision \$ 4.50
- (5) Printer's Fee for Advertising each separate subdivision 94.00 each \$ 4.50
- (6) Clerk's Fee for recording 10cents and Indexing 15cents each subdivision. Total 25cents each subdivision \$ 3.50
- (7) Tax Collector -- For each conveyance of lands sold to individuals \$1.00 \$ 1.00
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 94.74
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 3.78
- (10) 1% Damages per month or fraction on 1981 taxes and costs (Item 8 -- Taxes and costs only 22 Months) \$ 20.84
- (11) Fee for recording redemption 25cents each subdivision \$ 3.50
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 2.10
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for issuing Notice to Owner, each \$2.00 \$ 2.00
- (16) Fee Notice to Lienors @ \$2.50 each \$ 7.50
- (17) Fee for mailing Notice to Owner \$1.00 \$ 1.00
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 136.46
- (19) 1% on Total for Clerk to Redeem \$ 1.36
- (20) GRAND TOTAL TO REDEEM from sale covering 1981 taxes and to pay accrued taxes as shown above \$ 137.82

Excess bid at tax sale \$     
Bradley Williams 119.36  
Clerk fee 18.46  
Rec fee 2.00  
139.82



STATE OF MISSISSIPPI, County of Madison:  
 Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
 for record in my office this 25 day of June 1984, at 11:32 o'clock A. M., and  
 was duly recorded on the 26 day of JUNE 1984, Book No. 157 on Page 412 in  
 my office. Witness my hand and seal of office, this the 26 day of JUNE 1984.

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

BOOK 197 PAGE 413  
 RELEASE FROM DELINQUENT TAX SALE  
 (INDIVIDUAL)  
 DELINQUENT TAX SALE  
 STATE OF MISSISSIPPI, COUNTY OF MADISON

INDEXED

3404  
 Redeemed Under H. B. 567  
 Approved April 2, 1932

I, Billy V. Cooper, the Undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

Helen Goodman  
 the sum of Thirty-seven dollars + 16/100 DOLLARS (\$ 37.16)  
 being the amount necessary to redeem the following described land in said County and State, to wit:

DESCRIPTION OF LAND	SEC.	TWP.	RANGE	ACRES
<u>Lot 9 BKC Nolan 2nd Sub 5</u>				
<u>West St. + 7th BK 27347</u>		<u>City</u>		

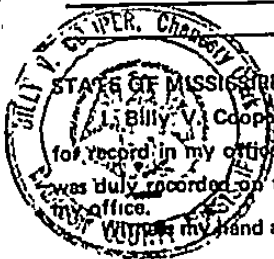
Which said land assessed to Ed Goodman and Mattie Goodman Est. and sold on the 20 day of Sept 19 82 to Bradley Williams for taxes thereon for the year 19 81, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 25 day of June 19 84 Billy V. Cooper, Chancery Clerk  
 (SEAL) By S. Rasberry D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 16.39
- (2) Interest \$ .90
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ .33
- (4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll, \$1.00 plus 25cents for each separate described subdivision \$ 1.25
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ .25
- (7) Tax Collector -- For each conveyance of lands sold to individuals \$1.00 \$ 1.00
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 24.62
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ .82
- (10) 1% Damages per month or fraction on 19 81 taxes and costs (Item 8 -- Taxes and costs only) 22 Months \$ 6.42
- (11) Fee for recording redemption 25cents each subdivision \$ .25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ .15
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$ —
- (15) Fee for issuing Notice to Owner, each \$2.00 \$ 2.00
- (16) Fee Notice to Lienors @ \$2.50 each \$ —
- (17) Fee for mailing Notice to Owner \$1.00 \$ 1.00
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ —
- TOTAL \$ 35.26
- (19) 1% on Total for Clerk to Redeem \$ .35
- (20) GRAND TOTAL TO REDEEM from sale covering 19 81 taxes and to pay accrued taxes as shown above \$ 35.61

Excess bid at tax sale \$ —  
Bradley Williams 30.86  
Clerk's fee 4.75  
Rec. fee 2.00  
37.61



STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 25 day of June, 19 84, at 11:33 o'clock A. M., and was duly recorded on the 25 day of June, 19 84, Book No. 197 on Page 413. in my office.  
 Witness my hand and seal of office, this the 25 day of June, 19 84.

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

RELEASE FROM DELINQUENT TAX SALE  
(INDIVIDUAL)  
DELINQUENT TAX SALE  
STATE OF MISSISSIPPI, COUNTY OF MADISON

2495

Redeemed Under H. B. 567  
Approved April 2, 1932

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

Francis Banks  
the sum of Thirty Three dollars + 58/100 DOLLARS (\$ 33.58)  
being the amount necessary to redeem the following described land in said County and State, to wit:

DESCRIPTION OF LAND	SEC.	TWP.	RANGE	ACRES
<u>Lot 16 Knox Sub The</u>				
<u>BK 139-188</u>		<u>Howe</u>		

Which said land assessed to Francis Tripp and sold on the  
20 day of Sept 19 82 to Bradley Williamson for  
taxes thereon for the year 1981, do hereby release said land from all claim or title of said purchaser on account of said sale.

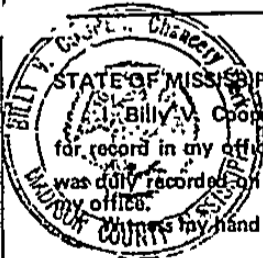
IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 25 day of  
June 19 84 Billy V. Cooper, Chancery Clerk

(SEAL) By S. R. Ashberry D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 6.85
- (2) Interest \$ 1.38
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 1.14
- (4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll.  
\$1.00 plus 25cents for each separate described subdivision \$ 1.25
- (5) Printer's Fee for Advertising each separate subdivision \$ 4.50
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 1.25
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 1.00
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 14.37
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 1.34
- (10) 1% Damages per month or fraction on 19 81 taxes and costs (Item 8 -- Taxes and costs only) 22 Months \$ 3.16
- (11) Fee for recording redemption 25cents each subdivision \$ 1.25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 1.15
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$ 8.00
- (15) Fee for issuing Notice to Owner, each @ \$2.00 \$ 4.00
- (16) Fee Notice to Lienors @ \$2.50 each \$ 4.00
- (17) Fee for mailing Notice to Owner \$1.00 \$ 1.00
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ 4.00
- TOTAL \$ 31.27
- (19) 1% on Total for Clerk to Redeem \$ .31
- (20) GRAND TOTAL TO REDEEM from sale covering 19 81 taxes and to pay accrued taxes as shown above \$ 31.58

Excess bid at tax sale \$ 53.58  
Bradley Williamson 17.87  
Clerk fee 13.71  
Rec fee 2.00  
33.58



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 June, 19 84, at 1:00 o'clock P. M., and  
was duly recorded on the JUN 26 1984 day of JUN 26 1984, 19 84, Book No. 197 on Page 414 in  
my office, this the JUN 26 1984 day of JUN 26 1984, 19 84.

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



WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable 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 PIZZA CONCEPTS, INC. ("Grantee"), a corporation organized under the laws of the State of Kansas, having its principal office at 1 North Main Street, Hutchinson, Kansas 67501, 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, 327.26 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 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 West, 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<sup>1</sup>/<sub>4</sub>) of Section 31, Township 7 North-Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.944 acres (41,137 square feet) more or less.

Together with a perpetual, non-exclusive easement ("Road Easement A"), 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 A"), which Burden Parcel A 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 A 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 Road Easement A has been sold by Grantor), at its sole cost and expense, except as hereinafter provided, on the land encumbered by Road Easement A (such road, together with the paved road which will be constructed and installed on the land encumbered by Access Easement A (as hereinafter defined) being hereinafter referred to as "Access Road A") and (b) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises, County Line Road, and the Ring Road which Road Easement A shall (i) run with and encumber Burden Parcel A and be binding upon all parties having any right, title or interest in and to the whole, or any part, of Burden Parcel A, 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 Road Easement A 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 Road Easement A, or of the portion(s) of Road Easement A so affected, corresponding as closely as practicable to the route of Road Easement A 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 twenty percent (20%) of the cost of constructing and installing Access Road A. In addition, following the construction of Access Road A, 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 A (such parcels of land being hereinafter collectively referred to as "Access A Benefit Parcels" and Grantee together with the owners of the Access A Benefit Parcels being hereinafter collectively referred to as "Access A Beneficiaries") to maintain, repair and replace Access Road A, 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 A Beneficiaries.

notwithstanding the ultimate locations and descriptions of Road Easement A, Burden Parcel A and Access Easement A. If the Access A 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 A Beneficiaries (unless within such 10-day period the Access A 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 A to be maintained, repaired or replaced, 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 the Access A Beneficiaries. In such case, the Access A 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, Access Road A shall be constructed by Grantor no later than the date upon which Northpark Shopping Center shall be opened for business with the public (hereinafter called the "Grand Opening Date"); provided, however, that Landlord shall not be held liable for any delay in the completion of Access Road A by reason of force majeure.

Together with a perpetual, non-exclusive easement ("Road Easement B"), for access, ingress and egress in, on, under, over, through and across a certain parcel of land, which is described on Exhibit D annexed hereto and made a part hereof ("Burden Parcel B"), which Burden Parcel B is designated on the Plot Plan annexed hereto as Exhibit B, and which comprises a portion of the Entire Site, which Road Easement B 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 Road Easement B has been sold by Grantor), at its sole cost and expense, except as herein-after provided, on the land encumbered by Road Easement B (such road, together with the paved road which will be constructed and installed on the land encumbered by Access Easement B (as hereinafter defined) being hereinafter referred to as "Access Road B") and (b) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises and County Line Road, which Road Easement B shall (1) run with and encumber Burden Parcel B and be binding upon all parties having any right, title or interest in and to the whole, or any part, of Burden Parcel B, their respective heirs, successors and assigns, forever, and (11) 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 Road Easement B 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 Road Easement B, or of the portion(s) of Road

Easement B so affected, corresponding as closely as practicable to the route of Road Easement B as described on Exhibit D 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 B. In addition, following the construction of Access Road B, 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 B (such parcels of land being hereinafter collectively referred to as "Access B Benefit Parcels" and Grantee together with the owners of the Access B Benefit Parcels being hereinafter collectively referred to as "Access B Beneficiaries") to perform the Road Work with respect to Access Road B, such 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 B Beneficiaries, notwithstanding the ultimate locations and descriptions of Road Easement B, Burden Parcel B and Access Easement B. If the Access B 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 B Beneficiaries (unless within such 10-day period the Access B 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 B to be maintained, repaired or replaced, 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 the Access B Beneficiaries. In such case, the Access B 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, Access Road B shall be constructed by Grantor no later than the Grand Opening Date; provided, however, that Landlord shall not be held liable for any delay in the completion of Access Road A by reason of force majeure.

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

1. State of facts shown on the survey prepared and certified by Joe A. Waggoner, Civil Engineer, dated November 10, 1983 and last revised June 1, 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 pursuant to the COREA, 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 A or Access Road B.

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 shall (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 E 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 E.

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 both of the roadways adjacent or proximate to the Premises known as County Line Road and Wheatley Street), which Construction Easement shall terminate upon the latter 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 and Wheatley Street, 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.

(c) A perpetual sign easement ("Sign Easement"), as designated on Exhibit B hereto, together with the right of ingress and egress to and from the Sign Easement for the passage of vehicles, equipment and personnel with respect to utilization of the Sign Easement (such right of ingress and egress being hereinafter referred to as "I and E Rights"), for the benefit of Grantor, its successors and assigns and

its and their respective agents, contractors, designees, servants and employees, for the purpose of installing, maintaining, using, repairing and replacing a pylon sign on, under and above the land encumbered by the Sign Easement which Sign Easement and I and E Rights 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 Grantor, and Grantor's heirs, successors and assigns, forever. Grantor reserves the right to relocate the Sign Easement to such place on the Premises as it shall designate; provided, however, that such relocation shall be made at Grantor's 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 A"), for access, ingress and egress in, on, under, over, through and across that certain parcel of land which is described on Exhibit F 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 Access Easement A (but only at such time as all of the land contiguous to Access Easement A has been sold by Grantor), and (ii) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises, County Line Road, and the Ring Road, and (b) the Access A Benefit Parcels, for the purpose of (i) maintaining, repairing and replacing that portion of Access Road A which is located on the Premises and situated on the land encumbered by Access Easement A, and (ii) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises, County Line Road, and the Ring Road, which Access Easement A 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 A Benefit Parcels and all parties having any right, title or interest in the whole, or any part, of the Access A 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 Access Easement A, 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 Access Easement A, or of the portion(s) of Access Easement A so affected, corresponding as closely as practicable to the route of Access Easement A as described on Exhibit F hereto, and in any event, adequate for its intended purpose.



15. Grantor's reservation hereby of a perpetual, non-exclusive access easement ("Access Easement B"), for access, ingress and egress in, on, under, over, through and across that certain parcel of land which is described on Exhibit G 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 Access Easement B (but only at such time as all of the land contiguous to Access Easement B 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 B Benefit Parcels, for the purpose of (i) maintaining, repairing and replacing that portion of Access Road B which is located on the Premises and situated on the land encumbered by Access Easement B, and (ii) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises and County Line Road, which Access Easement B 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 B Benefit Parcels and all parties having any right, title or interest in the whole, or any part, of the Access B 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 Access Easement B, 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 Access Easement B, or of the portion(s) of Access Easement B so affected, corresponding as closely as practicable to the route of Access Easement B as described on Exhibit G hereto, and in any event, adequate for its intended purpose.

HN/jjm -- 6/1/84

BOOK 197 PAGE 424

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer, as of this 12th day of June, 1984.

RIDGELAND ASSOCIATES

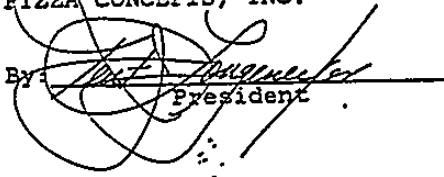
By: CF Jackson Associates,  
General Partner

By: Cadillac Fairview  
Shopping Center  
Properties  
(Mississippi) Inc.,  
General Partner

By:   
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.

PIZZA CONCEPTS, INC.

By:   
President

HN/jjm -- 6/1/84

BOOK 197 PAGE 425

STATE OF NEW YORK )  
                          ) ss.:  
COUNTY OF New York )

I HEREBY CERTIFY that on this 8th day of June, 1984, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, 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 CE 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 signed, executed and delivered 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, in the day and year first above written.

Holly Nacht  
Notary Public

HOLLY NACHT  
Notary Public, State of New York  
No. 31-4720079  
Qualified in        County  
Commission Expires March 30, 1985

My Commission expires on March 30, 1985

STATE OF KANSAS )  
                          ) ss.:  
COUNTY OF RENO )

I HEREBY CERTIFY that on this 13th day of June, 1984, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kent J. Longenecker, to me known to be the person described in and who executed the foregoing instrument as President of PIZZA CONCEPTS, INC., and (s)he acknowledged before me that (s)he signed, executed and delivered the same in such capacity on the day and year therein mentioned.

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

MARILYN S. ROGEL  
NOTARY PUBLIC  
STATE OF KANSAS  
MY APPT. EXPIRES 11-1-86

Marilyn S. Rogel  
Notary Public

My Commission expires on \_\_\_\_\_

Address of Grantor is:

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

Address of Grantee is:

One North Main  
Hutchinson, KS 67501

XX  
XX

EXHIBIT A to WARRANTY DEED

LEGAL DESCRIPTION OF BURDEN PARCEL 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 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, 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, 229.95 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 44 seconds East, 30.94 feet; run thence southeasterly, counterclockwise along the arc of a curve on said back side of a curb, 66.53 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 curve, 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, 24.38 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 05 seconds and a chord bearing and distance of South 29 degrees 46 minutes 58 seconds East, 17.37 feet; run thence North 89 degrees 57 minutes 00 seconds East, 219.32 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 155.27 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 51 seconds East, 31.21 feet; run thence North 89 degrees 36 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  $\frac{1}{4}$ ) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, less and except the following described property:

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 East, 868.33 feet; South 06 degrees 41 minutes 43 seconds East 100.72 feet; South 00 degrees 02 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, 180.66 feet to a point; run thence South 68 degrees 16 minutes 14 seconds East, 185.89 feet to the northwest corner of and the Point of Beginning for the easement herein described:

From the Point of Beginning, continue South 68 degrees 16 minutes 14 seconds East, 13.40 feet to a point on a curve; run thence southerly, counterclockwise along the arc of said curve, 61.09 feet to a point, said curve having a central angle of 35 degrees 00 minutes 11 seconds and a chord bearing and distance of South of 19 degrees 14 minutes 23 seconds West, 60.15 feet; run thence South 89 degrees 57 minutes 00 seconds West, 13.01 feet to a point on a curve; run thence northerly, clockwise along the arc of said curve 65.97 feet to the Point of Beginning, said curve having a central angle of 33 degrees 26 minutes 53 seconds and a chord bearing and distance of North 18 degrees 15 minutes 23 seconds East, 65.03 feet, situated in the Southeast One Quarter (SE  $\frac{1}{4}$ ) of Section 31, Township 7 North-Range 2 East, Ridgeland, Madison County, Mississippi.

Appendix "B"

BOOK 197 PAGE 428

NE CORNER OF LOT 6  
HIGHLAND COLONY  
PLAT BOOK 1 PAGE 6

D. H. HOLMES  
CAR CARE CENTER

WHEATLEY STREET  
TRIPLE ROW LOT  
(UNDER CONSTRUCTION)

ROB. FOR PARCEL 2  
ROB. FOR PARCEL 1

PARCEL 2  
102' x 272' x 4'

OVERALL EASEMENT CURVE DATA  
CHORD - N 20° 08' 10" E 104.72'  
CURVE DATA  
R 100.00  
Δ 130° 47' 20"

EASEMENT CURVE DATA - LIGHT LINE  
CHORD - N 10° 28' 5" E 45.03'  
CURVE DATA  
R 100.00  
Δ 130° 47' 20"

PARCEL 1  
0' x 272' x 4'

SOUTH CENTRAL BELL TELE  
CO EASEMENT

TEMPORARY CONSTRUCTION  
EASEMENT 12'

NORTH PARK SIGN EASEMENT

PARCEL 1  
EASEMENT CURVE DATA  
CHORD - N 10° 28' 5" E 45.03'  
CURVE DATA  
R 100.00  
Δ 130° 47' 20"

ROB. FOR EASEMENT  
CHORD - N 10° 28' 5" E 45.03'  
CURVE DATA  
R 100.00  
Δ 130° 47' 20"

EASEMENT CURVE DATA  
CHORD - S 48° 26' 50" E 27.00'  
CURVE DATA  
R 100.00  
Δ 110° 15' 10"

EASEMENT CURVE DATA  
CHORD - N 44° 41' 21" E 42.26'  
CURVE DATA  
R 100.00  
Δ 110° 15' 10"

CHORD - N 52° 43' 00" E 41.81'  
CURVE DATA  
R 100.00  
Δ 110° 15' 10"

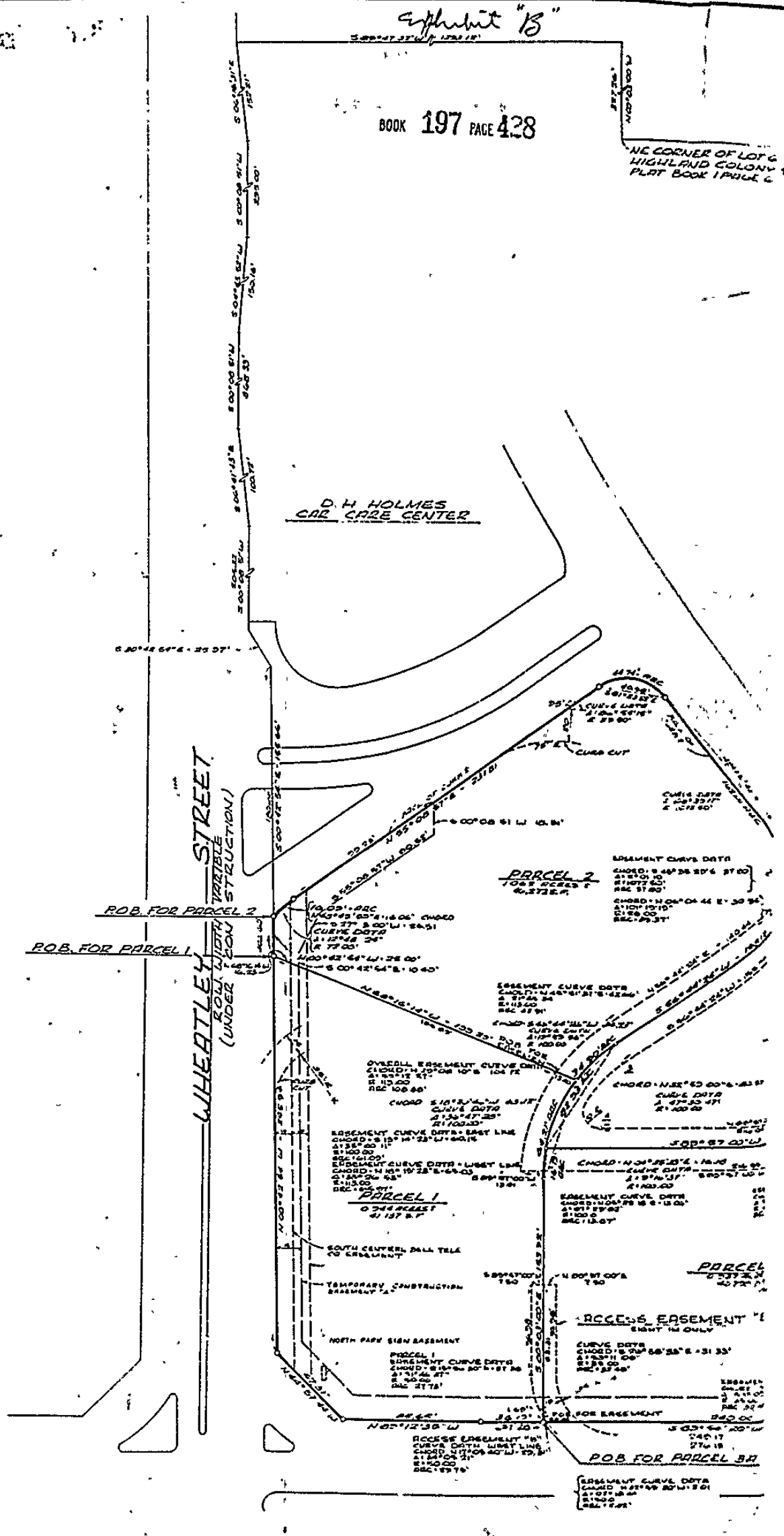
CHORD - N 30° 25' 21" E 16.10'  
CURVE DATA  
R 100.00  
Δ 110° 15' 10"

PARCEL 3  
20' x 272' x 4'

ROB. FOR EASEMENT 1'  
EIGHT IN ONLY

CHORD - S 70° 58' 35" E 31.33'  
CURVE DATA  
R 100.00  
Δ 110° 15' 10"

ROB. FOR EASEMENT  
CHORD - N 10° 28' 5" E 45.03'  
CURVE DATA  
R 100.00  
Δ 130° 47' 20"



Commence at the Northeast Corner, as marked by an iron pin, of 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, 157.21 feet, South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 47 minutes 52 seconds West, 150.16 feet, South 00 degrees 08 minutes 51 seconds West, 261.33 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.

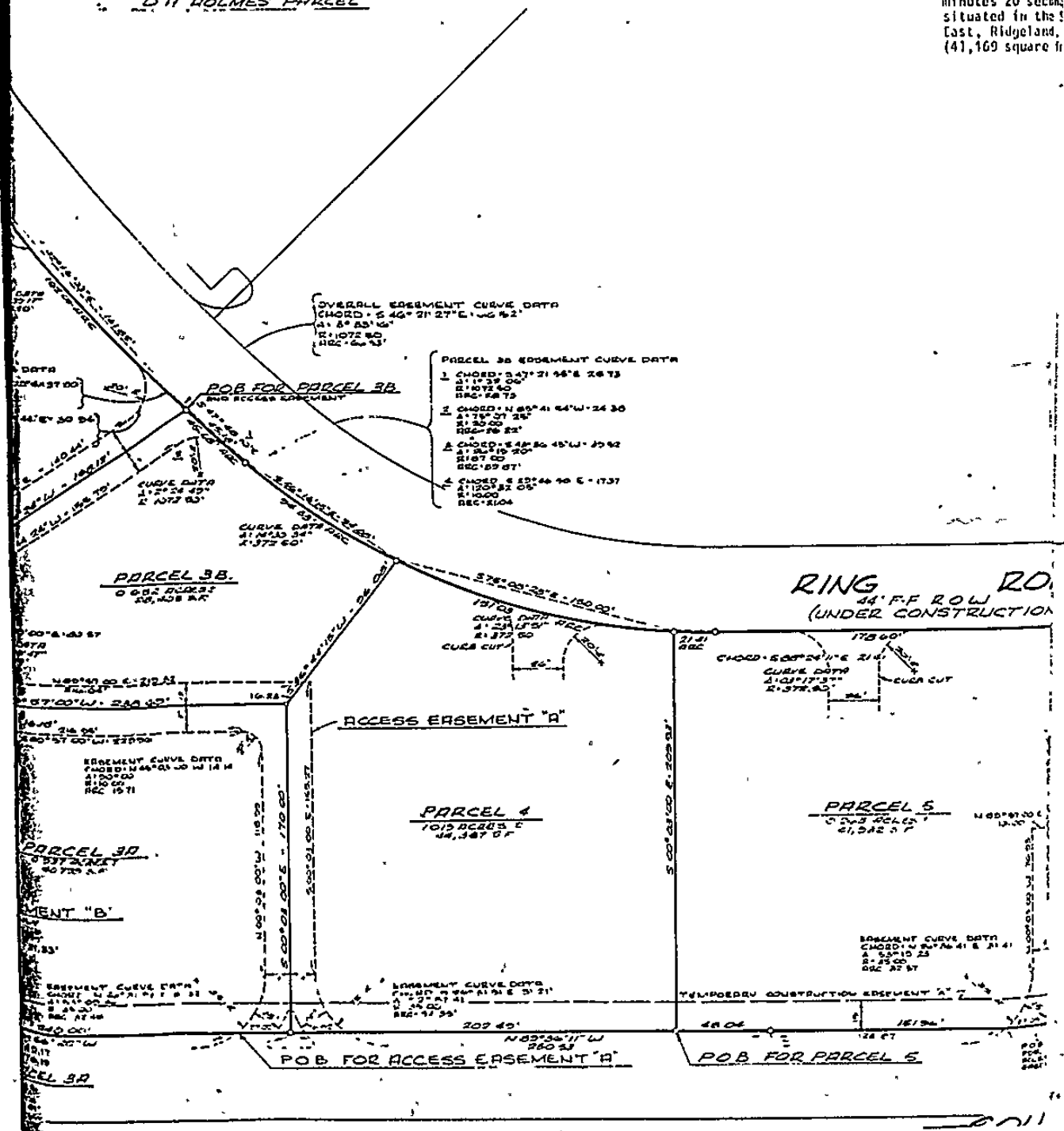
Commence at Block 33, Highland Colony Subdivision, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1293.12 feet to 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, 157.21 feet, South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 47 minutes 52 seconds West, 150.16 feet, South 00 degrees 08 minutes 51 seconds West, 261.33 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 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, 209.66 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, 700.0 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.

Leaving said Road, run thence North 00 degrees 03 minutes 00 seconds West, 209.66 feet to a point on the back side of a curb the following courses: North 89 degrees 57 minutes 00 seconds East, 700.0 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.

ER OF LOT 6, BLOCK 43, HIGHLAND COLONY SUBDIVISION, PLAT PAGE 6

D H HOLMES PARCEL

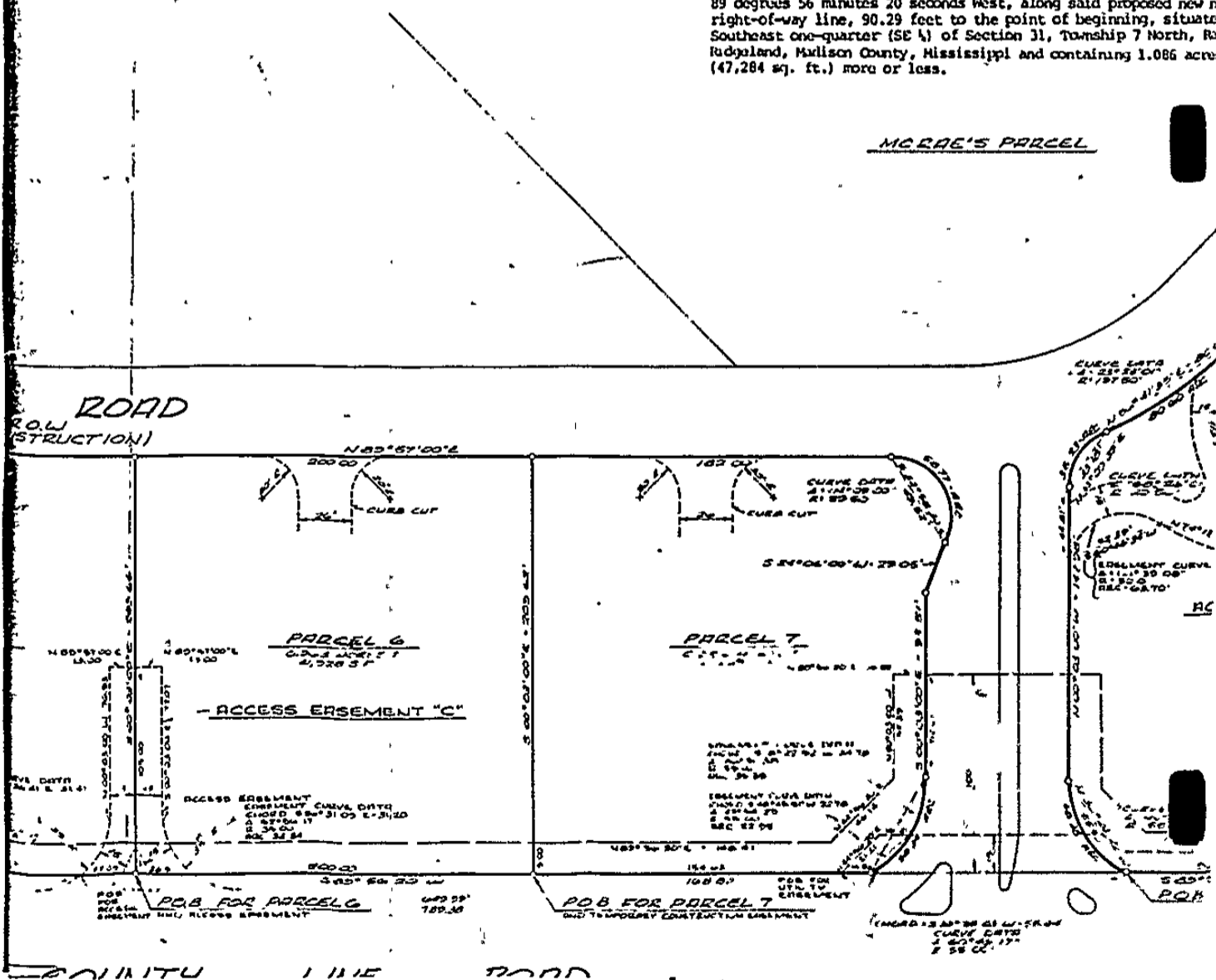


Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 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 01 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 108.33 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 09 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, 351.96 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, 209.62 feet to a point on the back side of a curb; run thence, along the back side of a curb the following courses: North 89 degrees 57 minutes 00 seconds East, 182.00 feet to the beginning of a curve; Southeasterly, clockwise along the arc of said 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 and distance of South 32 degrees 58 minutes 30 seconds East, 49.52 feet; South 24 degrees 06 minutes 00 seconds West, 29.05 feet to a point; South 09 degrees 03 minutes 00 seconds East, 93.51 feet to the beginning of a curve; Southwestery, clockwise along the arc of said curve, 58.34 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 60 degrees 46 minutes 17 seconds and a chord bearing and distance of South 30 degrees 20 minutes 03 seconds West, 55.64 feet; run thence South 89 degrees 56 minutes 20 seconds West, 168.89 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 0.952 acres (41,169 square feet) more or less.

Commence at the Northwest 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, 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, 108.33 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 09 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, 351.96 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 and from the point of beginning, run along the back side of a curb the following courses: Run northerly, clockwise along the arc of a curve, 58.20 feet to the point of tangency, said curve having a central angle of 60 degrees 42 minutes 40 seconds and a chord bearing and distance of North 30 degrees 24 minutes 22 seconds West, 55.5 feet; run thence North 00 degrees 03 minutes 00 seconds West, 147.98 feet to the beginning of a curve; run thence northeasterly, clockwise along the arc of a curve, 35.23 feet to a point on a reverse curve, said curve having a central angle of 68 degrees 26 minutes 01 seconds and a bearing and distance of North 34 degrees 09 minutes 39 seconds East, 33.18 feet; run thence northeasterly, counterclockwise along the arc of said curve 80.60 feet to a point, said curve having a central angle of 23 degrees 23 minutes 01 seconds and a chord bearing and distance of North 56 degrees 41 minutes 35 seconds East, 80.05 feet; leaving back side of a curve, run thence South 45 degrees 00 minutes 00 seconds East, 7.00 feet to a point on a curve; run thence southeasterly, counterclockwise along the arc of said curve 113.15 feet to the point of tangency, said curve having a central angle of 135 degrees 03 minutes 48 seconds and a chord bearing and distance of South 22 degrees 31 minutes 30 seconds East, 88.71 feet; run thence North 89 degrees 57 minutes 00 seconds East, 112.30 feet to a point; run thence South 09 degrees 03 minutes 00 seconds East, 185.05 feet to a point on the said proposed new northern right-of-way line of County Line Road; thence North 87 degrees 46 minutes 31 seconds West, along said proposed new northern right-of-way line, 118.46 feet to a point; run thence North 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 90.29 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 and containing 1.086 acres (47,284 sq. ft.) more or less.





DESCRIPTION

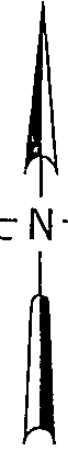
PARCEL 9 DESCRIPTION

Corner, as marked by an iron pin, of Subdivision, Ridgeland, Madison in Plat Book 1 at Page 6 in the said county and state, and run North West, 327.26 feet to an iron pin; run thence South 32 degrees West 1293.12 feet along eastern right-of-way of said iron pin; run thence along said iron pin the following courses: South East, 152.21 feet; South 00 degrees 00 feet; South 04 degrees 43 minutes 08 minutes 08 minutes 51 seconds East, 205.22 feet; South 04 degrees 43 minutes 52 seconds East, 25.97 feet; South East, 426.60 feet to a point on the proposed new eastern right-of-way line of County Line Road; 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 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, 739.18 feet; South 87 degrees 46 minutes 31 seconds East, 118.46 feet to the Southwest corner of and the point of beginning for the property herein described:

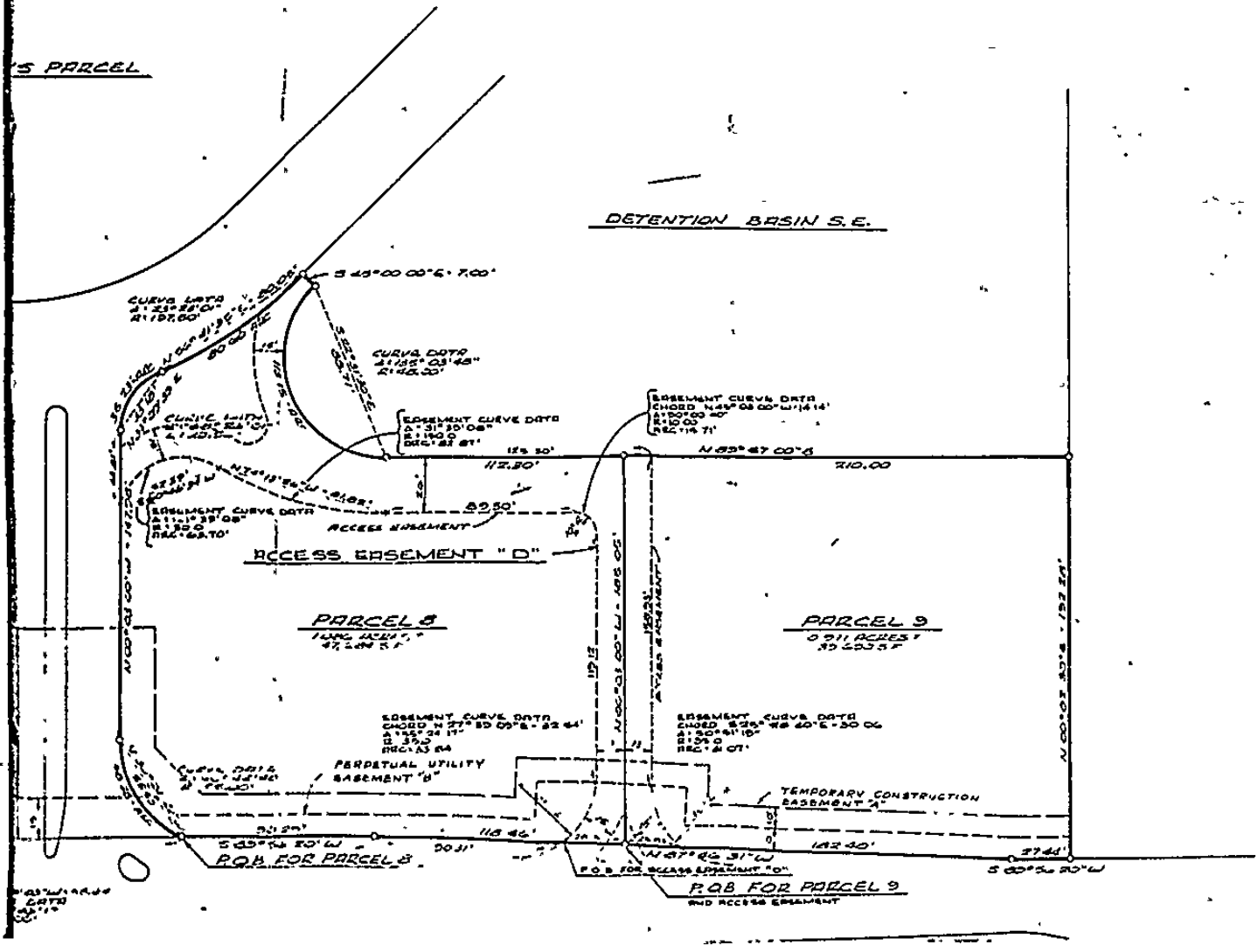
Northern right-of-way line of County beginning, run along the back side of Parcel 8 northwardly, clockwise along the point of tangency, said curve having a central angle of 135 degrees 03 minutes 40 seconds and a chord bearing North 00 degrees West, 147.98 feet to a point on a reverse curve, said curve having a central angle of 26 minutes 01 seconds and a chord bearing South 45 degrees 00 minutes 00 seconds East, 113.15 feet to the point of tangency, said curve having a central angle of 135 degrees 03 minutes 40 seconds and a chord bearing North 22 degrees 01 minutes 00 seconds East, 185.05 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence South 31 seconds West, along said proposed new northern right-of-way line, 118.46 feet to a point; run thence South West, along said proposed new northern right-of-way line, to the point of beginning, situated in the Southeast one-quarter (SE<sup>1</sup>/<sub>4</sub>) of Section 31, Township 7 North, Range 2 East, Madison County, Mississippi and containing 1.086 acres

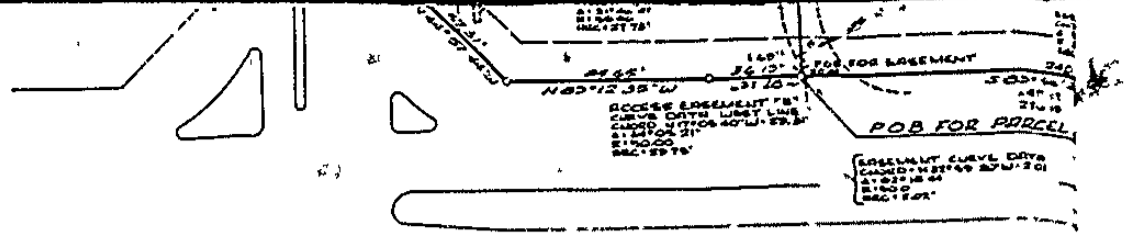
Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 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 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 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, 739.18 feet; South 87 degrees 46 minutes 31 seconds East, 118.46 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 and from the Point of Beginning, run North 00 degrees 03 minutes 00 seconds West, 185.05 feet to a point; run thence North 89 degrees 51 minutes 00 seconds East, 210.00 feet to a point on the Eastern boundary of the Ridgeland Associate property as described in Deed Book 186 at Page 587 in the aforesaid office of the Chancery Clerk of Madison County; run thence South 00 degrees 02 minutes 30 seconds East, along said Eastern boundary, 192.28 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 of County Line Road, 27.44 feet to a point; run thence North 87 degrees 46 minutes 31 seconds West along said proposed new Northern right-of-way line, 182.40 feet to the Point of Beginning, situated in the Southeast one-quarter (SE<sup>1</sup>/<sub>4</sub>) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.911 acres (39,690 sq. ft.) more or less.



PARCEL 8





PARCEL 1 INSCRIPTION

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 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 West, 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 INSCRIPTION

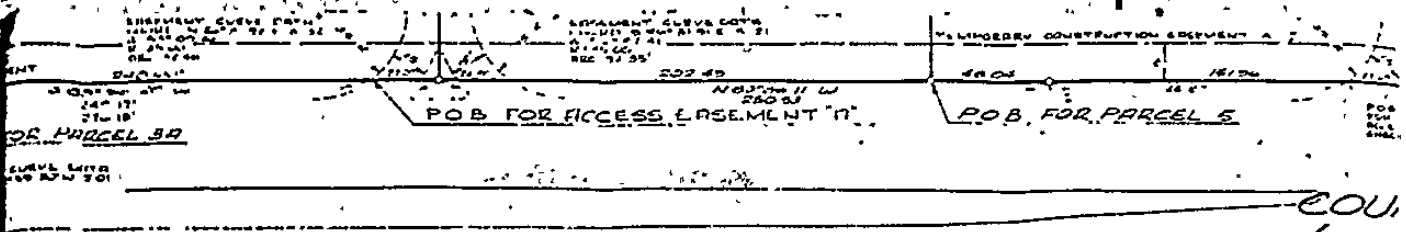
Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 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 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;

From the Point of Beginning run along a courses: run thence Northeasterly, clockwise 16.09 feet to the Point of Tangency, said curve of 12 degrees 48 minutes 24 seconds and a chord bearing and distance of North 48 degrees 45 minutes 59 seconds East, 231.00 feet; run thence easterly, clockwise along the arc of said curve, 64.21 feet to the Point of Tangency and the beginning of a curve having a central angle of 86 degrees 54 minutes 40 seconds and a chord bearing and distance of South 81 degrees 40 minutes 58 seconds East, 40.58 feet; run thence southeasterly, clockwise along the arc of said curve, 162.00 feet to a point, said curve of 8 degrees 39 minutes 17 seconds and a chord bearing and distance of South 42 degrees 16 minutes 33 seconds East, 152.21 feet; run thence along the arc of said curve 34.90 feet to a point, said curve of 19 degrees 59 minutes 56 seconds and a chord bearing and distance of South 46 degrees 44 minutes 26 seconds West, 199.29 feet; run thence along the proposed new eastern right-of-way line of Wheatley Street, 25.97 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.

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, 205.22 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;

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 North 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 44 seconds East, 30.94 feet; run thence southeasterly, counterclockwise along the arc of said curve, 65.53 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 southeasterly, 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, 24.38 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 05 seconds and a chord bearing and distance of South 29 degrees 46 minutes 58 seconds East, 17.37 feet; run thence North 89 degrees 57 minutes 00 seconds East, 219.32 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 155.27 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 51 seconds East, 31.21 feet; run thence North 89 degrees 36 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, 2.02 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.



PARCEL 2 DESCRIPTION

Corner, as marked by an iron pin, of my Subdivision, Ridgeland, Madison County, at Book 1 at Page 6 in the office of the Land State, and run North 00 degrees 03 minutes 00 seconds East, 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 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 51 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, 36.19 feet to the Point of Beginning for the property herein

run along said back side of a curb the following courses: clockwise along the arc of a curve, having a central angle of 14.14 degrees and a chord bearing and distance of North 00 degrees 03 minutes 00 seconds East, 16.06 feet; run thence North 00 degrees 03 minutes 00 seconds East, 231.81 feet to the beginning of a clockwise along the arc of said curve, 44.74 feet and the beginning of a reverse curve, said curve having a central angle of 06 degrees 54 minutes 15 seconds and a chord bearing and distance of South 81 degrees 23 minutes 55 seconds southeasterly, counterclockwise along the arc of said curve, having a central angle of 11 degrees 01 minutes 00 seconds and a chord bearing and distance of North 56 degrees 44 minutes 24 seconds West, 168.12 feet; run thence southwesterly, counterclockwise along the arc of said curve, having a central angle of 11 degrees 01 minutes 00 seconds and a chord bearing and distance of North 56 degrees 44 minutes 24 seconds West, 168.12 feet; run thence North 00 degrees 03 minutes 00 seconds West, 199.29 feet to a point on the aforesaid right-of-way line of Wheatley Street; run thence North 00 degrees 03 minutes 00 seconds West, along said proposed new eastern right-of-way line, the parcel situated in the Southeast 1/4 of Section 31, Township 7 North, Range 2 East, Madison County, Mississippi, containing 1.062 acres (46,274 sq. ft.) more or less.

PARCEL 3A 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 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 51 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, 36.19 feet to the Point of Beginning for the property herein described:

Leaving aforesaid proposed new northern right-of-way line of County Line Road and from the Point of Beginning, run North 00 degrees 03 minutes 00 seconds West, 153.92 feet to the beginning of a curve; run thence northerly, clockwise along the arc of said curve, 16.19 feet to a point, said curve having a central angle of 9 degrees 16 minutes 37 seconds and a chord bearing and distance of North 04 degrees 35 minutes 33 seconds East, 16.18 feet; run thence North 09 degrees 57 minutes 00 seconds East, 238.69 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 170.00 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road; run thence North 80 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 240.00 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, and containing 0.937 acres (40,799 sq. ft.) more or less.

ACCESS EASEMENT "B"

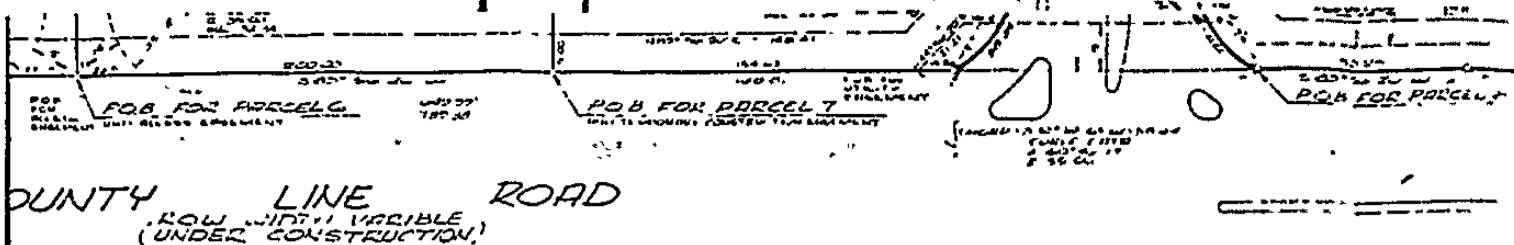
Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West, 1293.12 feet to the intersection of the existing 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 51 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, 36.19 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 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 00 seconds West, 56.98 feet to a point; run thence North 09 degrees 57 minutes 00 seconds East, 15.00 feet to a point; run thence South 00 degrees 03 minutes 00 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 06 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 North 00 degrees 03 minutes 00 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 an iron pin, run 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 51 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, 36.19 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 and from the Point of Beginning, run thence northerly, clockwise along the arc of a curve, 16.19 feet to a point, said curve having a central angle of 9 degrees 16 minutes 37 seconds and a chord bearing and distance of North 04 degrees 35 minutes 33 seconds East, 16.18 feet; run thence North 09 degrees 57 minutes 00 seconds East, 238.69 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 170.00 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road; run thence North 80 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 240.00 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, and containing 0.937 acres (40,799 sq. ft.) more or less.

Madison County, Mississippi 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 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 51 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, 36.19 feet to the southwest corner of and the Point of Beginning for the property herein described:



**COUNTY LINE ROAD**  
(ROW WITH VARIABLE UNDER CONSTRUCTION)

**PARCEL 6 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 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, 155.66 feet to a point on the back side of a curb; run thence along said back side of a curb the following courses: run thence Northeasterly, clockwise along the arc of a curve, 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 North 55 degrees 08 minutes 57 seconds East, 231.81 feet to the beginning of a curve; run thence easterly, clockwise along the arc of said curve, 44.74 feet to the Point of Tangency and the beginning of a reverse curve, said curve having a central angle of 86 degrees 54 minutes 15 seconds and a chord bearing and distance of South 01 degrees 23 minutes 55 seconds East, 40.58 feet; run thence southeasterly, counterclockwise along the arc of said curve, 162.00 feet to the northwest corner of and the point of beginning for the property herein described, 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, 161.05 feet;

From the Point of Beginning continue southeasterly, counterclockwise along the arc of aforesaid curve, 45.18 feet to the point of a compound curve, said curve having a central angle of 2 degrees 24 minutes 49 seconds and a chord bearing and distance of South 47 degrees 48 minutes 10 seconds East, 45.18 feet; run thence southeasterly, counterclockwise along the arc of said curve 94.33 feet to a point, said curve having a central angle of 14 degrees 30 minutes 34 seconds and a chord bearing and distance of South 56 degrees 16 minutes 15 seconds East, 94.08 feet; leaving aforesaid back side of a curb, run thence South 36 degrees 44 minutes 15 seconds West, 96.00 feet to a point; run thence South 89 degrees 57 minutes 00 seconds West, 230.69 feet to a point on a curve; run thence northeasterly clockwise along the arc of said curve, 82.93 feet to the point of tangency, said curve having a central angle of 47 degrees 30 minutes 47 seconds and a chord bearing and distance of North 32 degrees 59 minutes 00 seconds East, 80.57 feet; run thence North 56 degrees 44 minutes 24 seconds East, 168.12 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 0.652 acres (28,405 sq. ft.) more or 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 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, 155.66 feet to a point on the back side of a curb; run thence along said back side of a curb the following courses: run thence Northeasterly, clockwise along the arc of a curve, 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 North 55 degrees 08 minutes 57 seconds East, 231.81 feet to the beginning of a curve; run thence easterly, clockwise along the arc of said curve, 44.74 feet to the Point of Tangency and the beginning of a reverse curve, said curve having a central angle of 86 degrees 54 minutes 15 seconds and a chord bearing and distance of South 01 degrees 23 minutes 55 seconds East, 40.58 feet; run thence southeasterly, counterclockwise along the arc of said curve, 162.00 feet to the northwest corner of and the point of beginning for the easement herein described.

From the 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 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 03 minutes 00 seconds West, 76.93 feet to a point; run thence North 89 degrees 47 minutes 32 seconds West, 26.00 feet to a point, run thence South 00 degrees 03 minutes 00 seconds West, 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 09 seconds East, 32.34 feet to the Point of Beginning.

**PARCEL 4 DESCRIPTION**

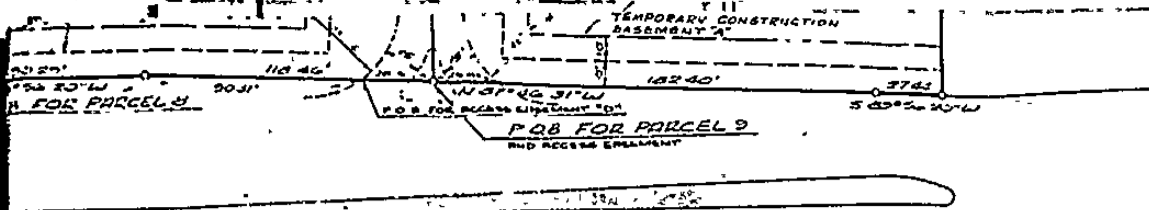
Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 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 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, 155.66 feet to a point on the back side of a curb; run thence along said back side of a curb the following courses: run thence Northeasterly, clockwise along the arc of a curve, 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 North 55 degrees 08 minutes 57 seconds East, 231.81 feet to the beginning of a curve; run thence easterly, clockwise along the arc of said curve, 44.74 feet to the Point of Tangency and the beginning of a reverse curve, said curve having a central angle of 86 degrees 54 minutes 15 seconds and a chord bearing and distance of South 01 degrees 23 minutes 55 seconds East, 40.58 feet; run thence southeasterly, counterclockwise along the arc of said curve, 162.00 feet to the northwest corner of and the 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, 96.00 feet to a point on the back side of a curb; run thence easterly, counterclockwise along the arc of a curve on said 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, 153.00 feet; leaving said side of curb, run thence South 00 degrees 03 minutes 00 seconds East, 276.19 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 1.019 acres (44,387 square feet) more or less.

**ACCESS EASEMENT "D"**

Commence at the Northwest 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, 155.66 feet to a point on the back side of a curb; run thence along said back side of a curb the following courses: run thence Northeasterly, clockwise along the arc of a curve, 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 North 55 degrees 08 minutes 57 seconds East, 231.81 feet to the beginning of a curve; run thence easterly, clockwise along the arc of said curve, 44.74 feet to the Point of Tangency and the beginning of a reverse curve, said curve having a central angle of 86 degrees 54 minutes 15 seconds and a chord bearing and distance of South 01 degrees 23 minutes 55 seconds East, 40.58 feet; run thence southeasterly, counterclockwise along the arc of said curve, 162.00 feet to the northwest 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 and from the Point of Beginning, run northerly, counterclockwise along the arc of a curve, 16.09 feet to the point of tangency, said curve having a central angle of 55 degrees 24 minutes 17 seconds and a chord bearing and distance of North 22 degrees 39 minutes 09 seconds East, 15.24 feet; run thence North 00 degrees 03 minutes 00 seconds West, 110.32 feet to the beginning of a curve; run thence easterly, counterclockwise along the arc of said curve, 16.09 feet to the point of tangency, said curve having a central angle of 50 degrees 00 minutes 00 seconds and a chord bearing and distance of North 45 degrees 03 minutes 00 seconds East, 14.14 feet; run thence North 00 degrees 03 minutes 00 seconds West, 89.30 feet to the beginning of a curve; run thence easterly, clockwise along the arc of said curve, 82.93 feet to a point on a reverse curve, said curve having a central angle of 31 degrees 39 minutes 08 seconds and a chord bearing and distance of North 74 degrees 13 minutes 26 seconds East, 82.93 feet; run thence easterly, counterclockwise along the arc of said curve 63.70 feet to the point of tangency, said curve having a central angle of 321 degrees 00 minutes 00 seconds and a chord bearing and distance of South 60 degrees 46 minutes 00 seconds East, 63.70 feet; run thence along said back side of a curb the following courses: run thence North 00 degrees 03 minutes 00 seconds West, 44.83 feet to the beginning of a curve; run thence northeasterly, clockwise along the arc of said curve 32.57 feet to a point on a reverse curve, said curve having a central angle of 46 degrees 23 minutes 00 seconds and a chord bearing and distance of North 26 degrees 36 minutes 41 seconds East, 31.41 feet; run thence North 03 minutes 00 seconds West, 76.93 feet to a point; run thence North 89 degrees 47 minutes 32 seconds West, 26.00 feet to a point, run thence South 00 degrees 03 minutes 00 seconds West, 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 09 seconds East, 32.34 feet to the Point of Beginning.



PARCEL 5 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 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, 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 West, 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.

... 03 minutes 00 seconds ... 36 degrees 44 minutes ... back side of a curb; run ... arc of a curve on said back ... curve having a central angle ... bearing and distance of ... 150.00 feet; leaving said back ... minutes 00 seconds East, 209.93 ... Northern right-of-way line of ... 36 minutes 11 seconds West, ... in the Southeast one-quarter ... 2 East, Ridgeland, Madison ... (41,387 square feet) more or ...

... of Lot 6, Block 33, ... Mississippi, as recorded in ... of said county and state, ... feet to an iron pin, run ... to the intersection ... with the proposed ... an iron pin, run thence ... courses: ... South 00 degrees 08 minutes ... seconds West, 150.16 feet. ... South 00 degrees 41 minutes ... seconds West, 205.22 feet; ... South 00 degrees 42 minutes ... northern right-of-way line ... right-of-way line the ... East, 57.31 feet, South 89 ... degrees 56 minutes 20 seconds ... East, 276.19 feet, North 89 ... degrees 44 minutes 31 seconds ... of beginning for the property ...

... of County Line Road and from ... the arc of a curve, 33.84 ... angle of 55 degrees 24 minutes ... 30 minutes 09 seconds East, ... 119.12 feet to the begin- ... the arc of said curve, 15.71 ... angle of 90 degrees 00 minutes ... utes West, 14.14 feet, run ... feet to the beginning of a ... curve, 82.47 feet to a point ... 31 degrees 30 minutes 08 seconds ... 20 seconds West, 81.82 ... of said curve 63.70 feet to a ... angle of 121 degrees 39 ... 11.60 degrees 40 minutes 34 ... of curb the following courses: ... the beginning of a curve, ... 51.23 feet to a point on a ... 26 minutes 01 seconds ... 30 seconds East, 33.18 ... of said curve, 80.40 feet to the ... 2 degrees 23 minutes 01 seconds ... 35 seconds East, 40.05 ... 14 degrees 00 minutes 00 seconds ... counterclockwise along ... said curve having a central ... bearing and distance of South 22 ... North 89 degrees 57 minutes ... 00 degrees 03 minutes 00 ... thence easterly, counter- ... of the aforesaid proposed ... curve having a central angle of ... distance of South 25 degrees 22 ... 40 minutes 31 seconds ... 34 feet to the point of ... Section 31, Township 7 North, ...

- REV. 6-01-84 ADD NORTH PARK SIGN EASEMENT
- REV. 5-25-84 CHANGED UTILITY EASEMENT A
- REV. 4-2-84 ADD PARCELS 3A, 3B, 3D, AND EASEMENT D
- REV. 2-25-84 ADD EASEMENTS B AND C
- REV. 2-23-84 ADD PARCEL 1
- REV. 2-8-84 ADD PARCEL 4

<b>NORTHPARK SHOPPING CENTER</b>		
<b>SELL-OFF PARCELS PARCELS 1 THRU 9</b>		
SITUATED IN THE SE 1/4 OF SECTION 31, T7N-R2E RIDGELAND, MADISON COUNTY, MISSISSIPPI		
JOE A. WAGGONER Civil Engineer - Brandon Jackson, Miss		
DESIGNED BY: WISE	DATE: NOV. 10, 83	SHEET NO <b>4 OF</b>
CHECKED BY: MAL	SCALE: 1"=60'	
APPROVED BY: JAW		

*Book 197 Page 436*

EXHIBIT C to WARRANTY DEED

LEGAL DESCRIPTION OF THE ENTIRE SITE.

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 5 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 East, 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 36 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 East, 100.72 feet; run thence North 00 degrees 53 minutes 51 seconds East, 858.33 feet; run thence North 04 degrees 43 minutes 52 seconds East, 150.16 feet; run thence North 00 degrees 08 minutes 51 seconds East, 295.00 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 55.024 acres, more or less.

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

1. 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 East, 570.07 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 course, 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 22 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, 55.00 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

LEGAL DESCRIPTION OF BURDEN PARCEL B

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 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 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, 36.19 feet to a point; leaving said proposed new northern right-of-way line, run thence North 00 degrees 03 minutes 00 seconds West, 1.69 feet to a point on the southern boundary of and the Point of Beginning for the property herein described:

From the Point of Beginning, continue North 00 degrees 03 minutes 00 seconds West, 83.31 feet to a point; run thence North 89 degrees 57 minutes 00 seconds East, 7.50 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 56.98 feet to the beginning of a curve; run thence southerly, counterclockwise along the arc of said 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 06 seconds and a 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, 20.44 feet to a point on a curve; run thence northerly, clockwise along the arc of said curve, 2.02 feet to the Point of Beginning, said curve having a central angle of 02 degrees 18 minutes 44 seconds and a chord bearing and distance of North 32 degrees 59 minutes 20 seconds West, 2.01 feet, situated in the Southeast One-Quarter (SE $\frac{1}{4}$ ) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi:

EXHIBIT E 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, 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, (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, (iii) to apply to a sale, transfer or conveyance to Grantee's franchisor, or (iv) to apply to a sale, transfer or conveyance to a limited partnership of which Grantee is the general partner.

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 service 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,

(i)

(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 facility; 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.

(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 thirty-three feet (33') 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

(ii)

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 A and Access Road B, 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 percentage equal to the percentage of increase from the Base Date (as hereinafter defined) of the Consumer Price Index ("Index") for All Urban Consumers ("CPI-AUC"), 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.

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 6, 1984 in Book 526 at Page 167 of the Records of Madison County, Mississippi.

SCHEDULE 1 TO EXHIBIT E

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 reproductions 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.

Grantee will be responsible for paying for Grantor's review of Plans. Grantor's charge for reviewing the Plans of Grantee shall be \$1,800.00.

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 reproductions 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 manufacturers' 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.

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 F to WARRANTY DEED

LEGAL DESCRIPTION OF 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 82 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, 180.66 feet to a point; run thence South 68 degrees 16 minutes 14 seconds East, 185.89 feet to the northwest corner of and the Point of Beginning for the easement herein described:

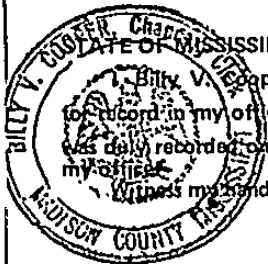
From the Point of Beginning, continue South 68 degrees 16 minutes 14 seconds East, 13.40 feet to a point on a curve; run thence southerly, counterclockwise along the arc of said curve, 61.09 feet to a point, said curve having a central angle of 35 degrees 00 minutes 11 seconds and a chord bearing and distance of South of 19 degrees 14 minutes 23 seconds West, 60.15 feet; run thence South 89 degrees 57 minutes 00 seconds West, 13.01 feet to a point on a curve; run thence northerly, clockwise along the arc of said curve 65.97 feet to the Point of Beginning, said curve having a central angle of 33 degrees 26 minutes 53 seconds and a chord bearing and distance of North 18 degrees 15 minutes 23 seconds East, 65.03 feet, situated in the Southeast One Quarter (SE $\frac{1}{4}$ ) of Section 31, Township 7 North-Range 2 East, Ridgeland, Madison County, Mississippi.

EXHIBIT G to WARRANTY DEED

LEGAL DESCRIPTION OF ACCESS EASEMENT B

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 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 06 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 36.19 feet to a point; leaving said proposed new northern right-of-way line, run thence North 00 degrees 03 minutes 00 seconds West, 1.69 feet to a point on the southern boundary of and the Point of Beginning for the property herein described:

From the Point of Beginning, continue North 00 degrees 03 minutes 00 seconds West, 83.31 feet to a point; run thence South 89 degrees 57 minutes 00 seconds West, 7.50 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 56.98 feet to the beginning of a curve; run thence southerly, counterclockwise along the arc of said curve 27.73 feet to the Point of Beginning, said curve having a central angle of 31 degrees 46 minutes 37 seconds and chord bearing and distance of South 15 degrees 56 minutes 30 seconds East, 27.38 feet, situated in the Southeast One Quarter (SE $\frac{1}{4}$ ) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi.



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 June, 1984, at 2:30 o'clock P.M., and was duly recorded on the ... day of ... 19 ... Book No. 197 on Page 415 in my office.  
 Witness my hand and seal of office, this the ... of ... JUN 27 1984, 19 .....

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

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

I hereby ratify and confirm all acts and deeds performed for me previous to this date by the said Otway B. Noble.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this instrument this 21 day of June, 1978

Carolyn T. Noble

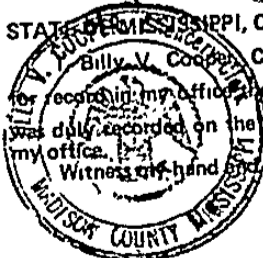
STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, the within named Carolyn T. Noble, who acknowledged that she signed and delivered the above and foregoing Power of Attorney on the day and date herein set out as free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal this the 21 day of June, 1978.

Edmund J. Latimer

Notary Public in and for the State of Mississippi  
STATE OF MISSISSIPPI, County of Madison:  
Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
in my office this 23 day of June, 1978, at 3:00 o'clock P. M., and  
was duly recorded in the 23 day of June, 1978, Book No. 197 Page 451 in  
my office. Witness my hand and seal of office, this the 23 day of JUN, 1978.  
BILLY V. COOPER, Clerk  
By J. Wright D.C.



GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

I hereby ratify and conform all acts and deeds performed for me previous to this date by the said Carolyn T. Noble

IN WITNESS WHEREOF, I have hereunto subscribed my name on this instrument this 21 day of June, 1978

Otway B. Noble

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, the within named OTWAY B. NOBLE, who acknowledged that he signed and delivered the above and foregoing Power of Attorney on the day and date herein set out as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal this the 21 day of June, 1978.

Edmund J. Latimer

My Comm. Expires Aug 6, 1980

STATE OF MISSISSIPPI, County of Madison:



Clerk of the Chancery Court of said County, certify that the within instrument was filed in my office on this 21 day of June, 1978, at 3:00 o'clock P.M., and the same was recorded on the 27 day of JUN, 1978, Book No. 197, on Page 452 in my office. Witness my hand and seal of office, this the 27 day of JUN, 1978.

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

BOOK 197 PAGE 453  
 RELEASE FROM DELINQUENT-TAX SALE  
 (INDIVIDUAL)  
 DELINQUENT TAX SALE  
 STATE OF MISSISSIPPI, COUNTY OF MADISON

INDEXED 2506

Redeemed Under H. B. 567  
 Approved April 2, 1932

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

T. A. Patterson  
 the sum of Seventeen dollars & 15/100 DOLLARS (\$ 17.15)  
 being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
<u>4A in NW 1/4 SW 1/4 RR 167-418</u>	<u>26</u>	<u>7</u>	<u>1E</u>	

Which said land assessed to Mary Inlu Bryant and sold on the  
20 day of Sept 19 82 to Phillip Nelson for  
 taxes thereon for the year 19 81, do hereby release said land from all claim or title of said purchaser on account of said sale.

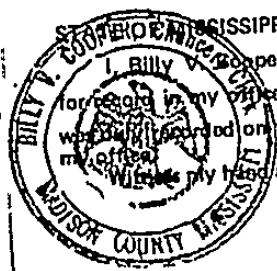
IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 25 day of  
June 19 84 Billy V. Cooper, Chancery Clerk  
 By T. A. Patterson D.C.

(SEAL)

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$	<u>2.01</u>
(2) Interest	\$	<u>.11</u>
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$	<u>.24</u>
(4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll.	\$	<u>1.25</u>
\$1.00 plus 25cents for each separate described subdivision	\$	<u>4.50</u>
(5) Printer's Fee for Advertising each separate subdivision	\$	<u>.25</u>
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision	\$	<u>1.10</u>
(7) Tax Collector--For each conveyance of lands sold to Individuals \$1.00	\$	<u>9.16</u>
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$	<u>.10</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$	
(10) 1% Damages per month or fraction on 19 <u>81</u> taxes and costs (Item 8 -- Taxes and costs only <u>22</u> Months	\$	<u>2.02</u>
(11) Fee for recording redemption 25cents each subdivision	\$	<u>.25</u>
(12) Fee for Indexing redemption 15cents for each separate subdivision	\$	<u>.15</u>
(13) Fee for executing release on redemption	\$	<u>1.00</u>
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.)	\$2.00	<u>2.00</u>
(15) Fee for issuing Notice to Owner, each	\$	
(16) Fee Notice to Llonors @ \$2.50 each	\$	<u>1.00</u>
(17) Fee for mailing Notice to Owner	\$4.00	
(18) Sheriff's fee for executing Notice on Owner if Resident	\$	<u>15.68</u>
TOTAL	\$	<u>17.84</u>
(19) 1% on Total for Clerk to Redeem	\$	<u>.16</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>81</u> taxes and to pay accrued taxes as shown above	\$	<u>17.84</u>

Excess bid at tax sale \$ 11.23  
Phillip Nelson  
Clerk fee 4.50  
Rec fee 2.00  
17.84



MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
 for record in my office this 25 day of June, 19 84, at 3:18 o'clock P. M., and  
 was recorded on the 27 day of JUN 27, 1984, Book No. 197, on Page 453 in  
 Witness my hand and seal of office, this the 25 day of JUN 27, 1984, 19 84.  
 BILLY V. COOPER, Clerk  
 By T. A. Patterson, D.C.



RELEASE FROM DELINQUENT TAX SALE (INDIVIDUAL) DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON

Redeemed Under H. B. 557 Approved April 2, 1932

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

T.A. Patterson the sum of Twelve Hundred and 40/100 DOLLARS (\$ 1240.00) being the amount necessary to redeem the following described land in said County and State, to wit:

Table with 5 columns: DESCRIPTION OF LAND, SEC, TWP., RANGE, ACRES. Row 1: 4A in NW 1/4 SW 1/4 BK 167-418, SEC 26, TWP 7, RANGE 1E.

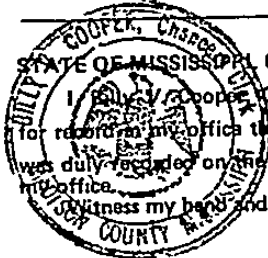
Which said land assessed to Mary Inez Bugarst and sold on the 14 day of Sept 1983, to Roxie Loy for taxes thereon for the year 1982, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 25 day of June 1984 Billy V. Cooper, Chancery Clerk By S. R. Roberg D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 2.13
(2) Interest \$ .17
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ .04
(4) Tax Collector Advertising... \$ 1.25
(5) Printer's Fee for Advertising each separate subdivision \$ 4.50
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision \$ .25
(7) Tax Collector—For each conveyance of lands sold to individuals \$ 1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 9.34
(9) 5% Damages on TAXES ONLY. (See Item 1) \$ 1.11
(10) 1% Damages per month or fraction on 1982 taxes and costs (Item 8—Taxes and costs only) 10 Months \$ .43
(11) Fee for recording redemption 25cents each subdivision \$ .25
(12) Fee for indexing redemption 15cents for each separate subdivision \$ .15
(13) Fee for executing release on redemption \$ 1.00
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
(15) Fee for issuing Notice to Owner, each \$2.00 \$
(16) Fee Notice to Lienors @ \$2.50 each \$
(17) Fee for mailing Notice to Owner \$1.00 \$
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
TOTAL \$ 11.78
(19) 1% on Total for Clerk to Redeem \$ 1.20
(20) GRAND TOTAL TO REDEEM from sale covering 1982 taxes and to pay accrued taxes as shown above \$ 12.98

Excess bid at tax sale \$ Dec Bid 2.00 13.90
Roxie Loy 12.38
Check fee 1.52
Rec fee 8.00
13.90



County of Madison: I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed to record in my office this 25 day of June, 1984, at 3:08 o'clock P.M., and was duly recorded on the 27 day of June, 1984, Book No. 197 on Page 454 in my office. Witness my hand and seal of office, this the 27 day of June, 1984, 1984.

BILLY V. COOPER, Clerk By J. W. Roberg D.C.

INDEXED

BOOK 197 PAGE 455

1508

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, MRS. CAMMIE RAY, MRS. ETTA R. STEEN, MRS. SYLVIA R. GRAVES, and MRS. MARGIE R. ARTHUR, Grantors, do hereby convey and forever warrant unto MRS. SYLVIA R. GRAVES, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

S1/2 of NW1/4 of SW1/4, Section 28, Township 10 North, Range 5 East, Madison County, Mississippi.

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

1. County of Madison 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: \_\_\_\_\_; Grantee: \_\_\_\_\_.
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.

WITNESS OUR SIGNATURES on this the 00<sup>th</sup> day of June 1984.

Mrs. Cammie Ray  
MRS. CAMMIE RAY

Mrs. Etta R. Steen  
MRS. ETTA R. STEEN

Mrs. Sylvia R. Graves  
MRS. SYLVIA R. GRAVES

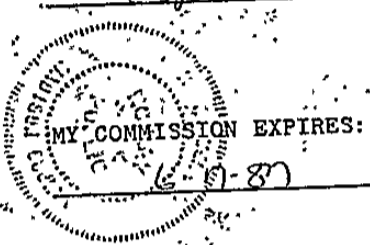
Mrs. Margie R. Arthur  
MRS. MARGIE R. ARTHUR

STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MRS. SYLVIA R. GRAVES, who stated and acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 22<sup>nd</sup> day of June, 1984.



M.A. White  
NOTARY PUBLIC

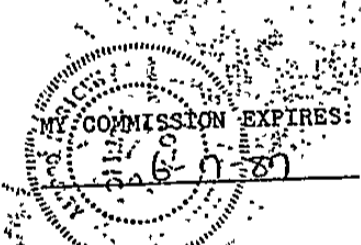
\*\*\*

STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MRS. MARGIE R. ARTHUR, who stated and acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 22<sup>nd</sup> day of June, 1984.



M.A. White  
NOTARY PUBLIC

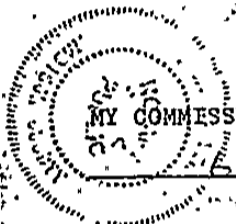
Grantee:

STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MRS. CAMMIE RAY, who stated and acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 22<sup>nd</sup> day of June, 1984.



M.A. White  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 6-7-87

\*\*\*

STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MRS. ETTA R. STEEN, who stated and acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 22<sup>nd</sup> day of June, 1984.



M.A. White  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 6-7-87

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed and recorded in my office this 25 day of June, 1984, at 4:15 PM M., and was duly recorded on the JUN 27 1984 day of 1984, Book No. 197 on Page 455. Witness my hand and seal of office, this the JUN 27 1984 day of 1984.

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

INDEXED  
: 4508

BOOK 197 PAGE 458

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, MRS. CAMMIE RAY, MRS. ETTA R. STEEN, MRS. SYLVIA R. GRAVES, and MRS. MARGIE R. ARTHUR, Grantors, do hereby convey and forever warrant unto MRS. ETTA R. STEEN, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

N1/2 of NW1/4 of SW1/4, Section 28, Township 10 North, Range 5 East, Madison County, Mississippi.

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

1. County of Madison 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: \_\_\_\_\_; Grantee: \_\_\_\_\_.
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.

WITNESS OUR SIGNATURES on this the 23<sup>rd</sup> day of June 1984.

Mrs. Cammie Ray  
MRS. CAMMIE RAY

Mrs. Etta R. Steen  
MRS. ETTA R. STEEN

Mrs. Sylvia R. Graves  
MRS. SYLVIA R. GRAVES

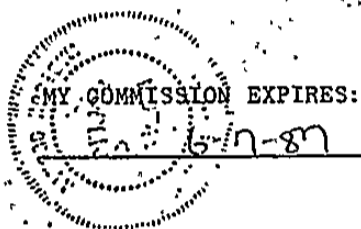
Mrs. Margie R. Arthur  
MRS. MARGIE R. ARTHUR

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MRS. CAMMIE RAY, who stated and acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 22<sup>nd</sup> day of April, 1984.

M.A. Webb  
NOTARY PUBLIC



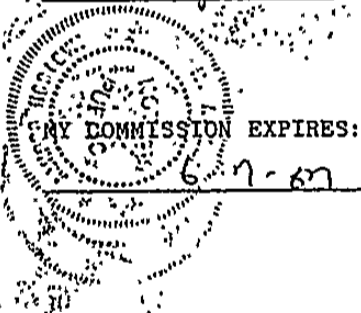
\*\*\*

STATE OF MISSISSIPPI  
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MRS. ETTA R. STEEN, who stated and acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 22<sup>nd</sup> day of April, 1984.

M.A. Webb  
NOTARY PUBLIC

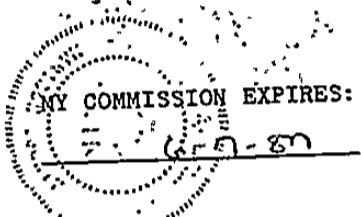


STATE OF MISSISSIPPI  
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MRS. SYLVIA R. GRAVES, who stated and acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 22<sup>nd</sup> day of June, 1984.

M. A. White  
NOTARY PUBLIC



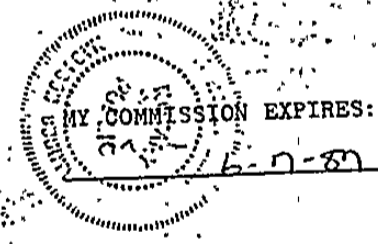
\*\*\*

STATE OF MISSISSIPPI  
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MRS. MARGIE R. ARTHUR, who stated and acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

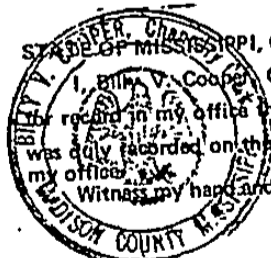
GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 22<sup>nd</sup> day of June, 1984.

M. A. White  
NOTARY PUBLIC



Grantor:

Grantee:



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 and recorded in my office this 25 day of June, 1984, at 8:15 o'clock P. M. and was duly recorded on the JUN 27 1984 day of JUN 27 1984, 1984, Book No. 197, on Page 458 in my office. Witness my hand and seal of office, this the JUN 27 1984 day of JUN 27 1984, 1984.

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

INDEXED

BOOK 197 PAGE 461

4510

RIGHT OF WAY AND EASEMENT

For and in consideration of One Dollar and No/100 (\$1.00), and other good and valuable considerations, receipt of all of which is hereby acknowledged, I, Jean R. Butler, a widower, do hereby grant, convey and warrant unto Corr-Williams Tobacco Co., Inc., its successors and assigns, a perpetual right of way and easement for ingress and egress and utilities on, over and across a strip of land thirty (30) feet in width in the County of Madison, Mississippi, more particularly described as follows, to-wit:

On and thirty (30) feet South of the Northern boundary line of all land that I own in the South half of the North Half of the Southeast Quarter of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, including the perpetual use of the right of way and easement for ingress and egress and utilities specifically reserved unto the Grantor in that Deed filed in Book 161 at Page 755 of the records of the Chancery Clerk of Madison County, Mississippi.

It is the Grantor's specific intention that this easement of ingress and egress be along and running on the gravel road presently running from the Eastern boundary of my property on Richardson Road, Madison, Mississippi, to the 5.0 acre parcel of land granted to the Grantee in Deed dated May 20, 1982, and recorded in Book 181 at Page 566 of the land records of the Chancery Clerk of Madison County, Mississippi.

The purpose of this easement is to correct said Warranty Deed recorded in Book 181 at Page 566 in the Chancery Clerk's office of Madison County, Mississippi, by granting unto the Grantee the rights of ingress and egress across Grantor's land.

Witness my signature this the 18 day of June, 1984.

Jean R. Butler  
JEAN R. BUTLER



STATE OF MISSISSIPPI

BOOK 197 PAGE 462

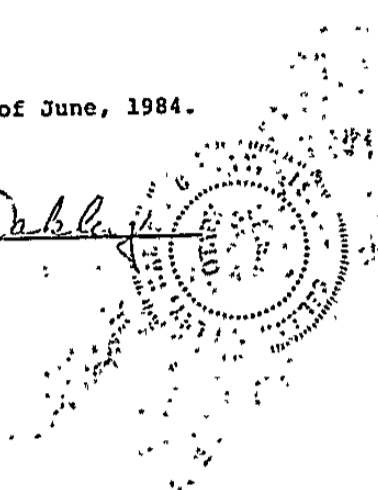
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Jean R. Butler, who acknowledged to me that she signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

Witness my signature this the 18 day of June, 1984.

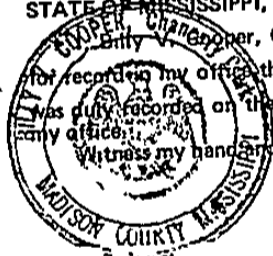
*Selma Oabla*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires July 1, 1984.



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 recording in my office this 26 day of June, 19 84, at 9:00 o'clock A.M., and was duly recorded on the JUN 27 1984 day of JUN 27 1984, 19 84, Book No. 197 on Page 46.  
Witness my hand and seal of office, this the JUN 27 1984 day of JUN 27 1984, 19 84.



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

RIGHT OF WAY AND EASEMENT

4511

For and in consideration of One Dollar and No/100 (\$1.00), and other good and valuable considerations, receipt of all of which is hereby acknowledged, I, Jean R. Butler, a widower, do hereby grant, convey and warrant unto Jackson Cigar & Tobacco Co., Inc., its successors and assigns, a perpetual right of way and easement for ingress and egress and utilities on, over and across a strip of land thirty (30) feet in width in the County of Madison, Mississippi, more particularly described as follows, to-wit:

On and thirty (30) feet South of the Northern boundary line of all land that I own in the South half of the North Half of the Southeast Quarter of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, including the perpetual use of the right of way and easement for ingress and egress and utilities specifically reserved unto the Grantor in that Deed filed in Book 161 at Page 755 of the records of the Chancery Clerk of Madison County, Mississippi.

It is the Grantor's specific intention that this easement of ingress and egress be along and running on the gravel road presently running from the Eastern boundary of my property on Richardson Road, Madison, Mississippi, to the 5.16 acre parcel of land granted to the Grantee in Deed dated July 27, 1982, and recorded in Book 183 at Page 86 of the land records of the Chancery Clerk of Madison County, Mississippi.

The purpose of this easement is to correct said Warranty Deed recorded in Book 183 at Page 86 in the Chancery Clerk's office of Madison County, Mississippi, by granting unto the Grantee the rights of ingress and egress across Grantor's land.

Witness my signature this the 18 day of June, 1984.

Jean R. Butler  
JEAN R. BUTLER

STATE OF MISSISSIPPI

BOOK 197 PAGE 464

COUNTY OF MADISON

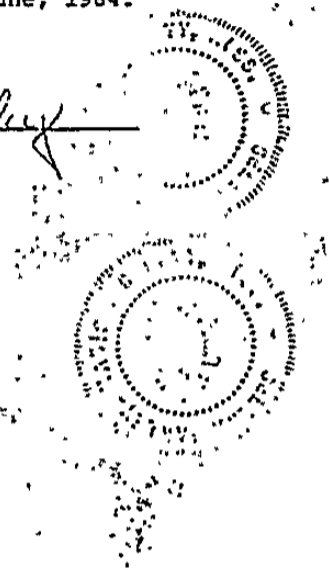
Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Jean R. Butler, who acknowledged to me that she signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

Witness my signature this the 18 day of June, 1984.

Selena Oakley  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires July 1, 1984



STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of June, 1984, at 7:00 o'clock a.M., and was duly recorded on the ..... day of JUN 27 1984, 19....., Book No. 197 on Page 463 in my office.  
Witness my hand and seal of office, this the ..... of JUN 27 1984, 19.....

BILLY V. COOPER, Clerk

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

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, JACKSON CIGAR & TOBACCO CO., INC., 828 South Gallatin St., Jackson, Mississippi, does hereby sell, convey and warrant unto DOROTHY W. GREGORY, Route 3, Box 318D, Jackson, MS 39213, the land and property situated in Madison County, Mississippi, being more particularly described as follows, to-wit:

A certain tract or parcel of land lying and being situated in the southeast 1/4 of Section 23, T7N, R1E, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the southeast corner of Section 23, T7N, R1E, Madison County, Mississippi; thence north for a distance of 1355.7 feet to a point; thence north 89° 48' west for a distance of 1985.2 feet to an iron pin, said pin being the point of beginning of the property herein described; thence north 89° 48' west for a distance of 335.63 feet to an iron pin; thence north 00° 05' west for a distance of 671.1 feet to an iron pin; thence north 89° 34' east for a distance of 332.3 feet to an iron pin; thence South 00° 12' east for a distance of 674.8 feet to the aforesaid point of beginning, and containing 5.16 acres, more or less.

Together with rights of ingress and egress across that certain easement 30' in width being more particularly described as follows:

On and thirty (30) feet South of the Northern boundary line of all land owned by Jean R. Butler in the South half of the North Half of the Southeast Quarter of Section 23, Township 7 North, Range 1 East, Madison County, Mississippi, including the perpetual use of the right of way and easement for ingress and egress and utilities specifically reserved unto the Grantor in that Deed filed in Book 161 at Page 755 of the records of the Chancery Clerk of Madison County, Mississippi.

Grantor excepts and reserves unto itself, its heirs and assigns, a perpetual, non-exclusive right of way for ingress and egress and utilities on, over and across a tract of land described as follows, to-wit:

Commencing at the northeast corner of said + 5.16 acres marked by an iron pin +12" under gravel road; thence south 00° 12' east for a distance of 13.0 feet to an iron pin, said pin being the point of beginning of the easement herein described; thence south 85° 11' west for a distance of 193.4 feet to a point; thence north 61° 28' west for a distance of 56.9 feet to a point; thence south 89° 34' west for a distance of 89.8 feet to a point; thence south 00° 05' west for a distance of 30.0 feet to a point; thence north 89° 34' east for a distance of 89.8 feet to a point; thence south 61° 28' east for a distance of 56.9 feet to a point; thence north 85° 11' east for a distance of 193.4 feet to an iron pin; thence north 00° 12' west for a distance of 30.0 feet to the aforesaid point of beginning.

Grantor reserves unto itself all oil, gas and other minerals which it may own.

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

It is understood and agreed that taxes for the current year have been prorated as of this date between the Grantors and the Grantee, and the Grantee, by the acceptance of this deed, agrees to assume all advalorem taxes assessed against the above described property for the year 1984 and subsequent years.

WITNESS MY SIGNATURE, this the 19<sup>th</sup> day of June, 1984.

JACKSON CIGAR & TOBACCO CO., INC.

BY Charles H. Williams  
CHARLES H. WILLIAMS, PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Charles H. Williams, personally known to me to be the President of the within named Jackson Cigar & Tobacco Co., Inc., who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said corporation, he first having been fully authorized so to do.

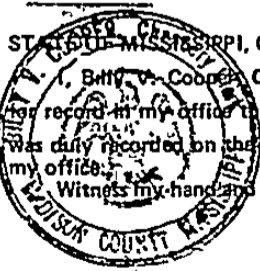
Witness my signature this the 19<sup>th</sup> day of June, 1984

Deborah A. Ross  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires Jan. 6, 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 26 day of June, 1984, at 9:00 o'clock P.M., and was duly recorded on the 27 day of June, 1984, Book No. 197 on Page 465 in my office.



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

BILLY V. COOPER, Clerk

By Deborah A. Ross, D. C.

C

BOOK 197 PAGE 467  
QUITCLAIM DEED

INDEXED  
- 5623

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, I, CLIFTON RUSHING both individually, and as an heir at law of Ned Rushing and Ruth D. Rushing, grantees in that certain Warranty Deed on file in Book 107 at Page 257 of the land records of Madison County, Mississippi, both of whom having heretofore departed this life intestate, leaving as their sole and only heirs at law the undersigned and Clara Rushing Davis do hereby sell, transfer, assign, set-over, deliver and quitclaim forever unto the said Clara Rushing Davis, all my right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot seven (7) in Block C of Magnolia Heights, Part 1, a subdivision of Madison County, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at Page 4 thereof, reference to which is hereby made in aid of and as a part of this description.

WITNESS MY SIGNATURE, this the 20<sup>th</sup> day of June, 1984.

*Clifton Rushing*  
CLIFTON RUSHING

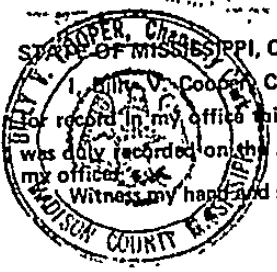
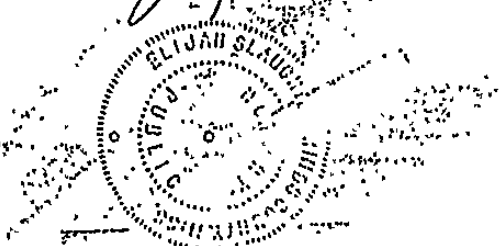
STATE OF MISSISSIPPI  
COUNTY OF Hinds

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named CLIFTON RUSHING who acknowledged that he signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 20 day of June, 1984.

*Elijah Slaughter*  
NOTARY PUBLIC

My Commission Expires:  
July 11, 1985



BILLY V. COOPER, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of June, 1984, at 9:00'clock A.M., and was duly recorded on the 27 day of June, 1984, Book No. 197, on Page 467. in my office. Witness my hand and seal of office, this the 27 day of June, 1984.

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

C  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 197 PAGE 468

INDEXED

4519

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, HAZEL S. KLAAS does hereby sell, convey, and warrant unto JAMES H. FORD and IRMA G. FORD, 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:

That certain property being a parcel of land containing 5.12 acres, more or less, lying and being situated in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 10, Township 7 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at an Iron Pin representing the NE corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 3, Township 7 North, Range 2 East, and run thence North 89 Degrees 49 Minutes West for 30.00 feet to the Western R.O.W. Line of Old Canton Road; run thence South 01 Degrees 24 Minutes West along said R.O.W. Line for 513.3 feet; run thence South 00 Degrees 57 Minutes West for 2238.88 feet along said R.O.W. Line to the Point of Beginning of the land herein described; run thence South 00 Degrees 57 Minutes West for 351.40 feet along said R.O.W. Line; run thence North 88 Degrees 17 Minutes West for 650.02 feet; run thence North 03 Degrees 20 Minutes East for 343.00 feet; and run thence South 89 Degrees 03 Minutes East for 635.70 feet back to the Point of Beginning.

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.

WITNESS MY SIGNATURE this the 25<sup>th</sup> day of June, 198<sup>4</sup>

H. S. Klaas  
HAZEL S. KLAAS

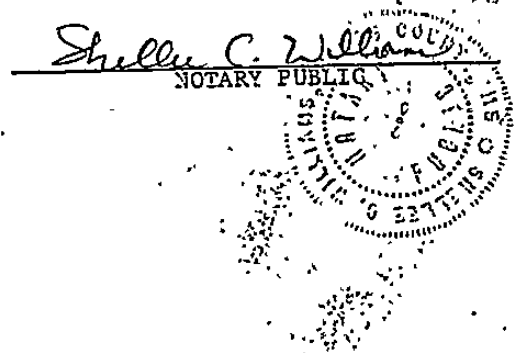
BOOK 197 PAGE 469

STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned Notary Public in and for said county, the within named Hazel S. Klaas, who acknowledged that she 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<sup>th</sup> day of June, 198<sup>4</sup>.



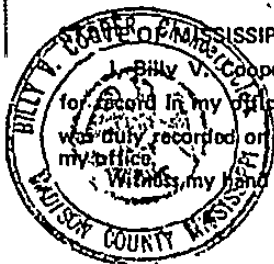
My Commission Expires:  
7-10-85

GRANTORS ADDRESS:

1620 E County Line Rd. #15C  
Jackson, Miss. 39211

GRANTEES ADDRESS:

251 Sheryl Dr.  
Madison MS 39110



MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of June, 1984, at 9:00 o'clock AM, and was duly recorded on the 27 day of June, 1984, Book No. 197 on Page 469.  
Witness my hand and seal of office, this the 27 day of June, 1984.

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



WARRANTY DEED

BOOK 197 PAGE 470

INDEXED

4583

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and legal sufficiency of all of which is hereby acknowledged, WE, RICHARD L. RIDGWAY, C.R. RIDGWAY IV, E. DAVID COX, and L. RODNEY CHAMBLEE d/b/a MID-MISSISSIPPI DISTRIBUTION CENTER, of P.O. Box 2047, Jackson, Mississippi 39201, do hereby sell, convey and warrant unto CLAYTON W. TAYLOR and wife, LUCY D. TAYLOR, of 816 Rice Road, Madison, Mississippi 39110, 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, and being more particularly described as follows, to-wit:

Being situated in the E 1/2 of the E 1/2 of Section 29, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:


Commence at the intersection of the eastern boundary of aforesaid Section 29, T8N-R2E, with the southern R.O.W. line of Gluckstadt Road, as it is now (April 1984) in use and run S 89° 58' W, along the said South R.O.W. line of Gluckstadt Road, 917.09 feet; run thence S 20° 49' E, 331.09 feet to an iron bar marking the Point of Beginning for the property herein described; run thence N 89° 58' E, 521.45 feet to an iron bar; run thence S 0° 22' 30" E, 230.00 feet to an iron bar, run thence S 89° 58' W, 522.45 feet to an iron bar; run thence N 0° 06' 30" W, 230.00 feet to the Point of Beginning, containing 2.756 acres, more or less.

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

Ad valorem taxes for the current year have been prorated as of the date of closing.

WITNESS OUR SIGNATURES, this 22<sup>nd</sup> day of June, 1984.

  
RICHARD L. RIDGWAY

  
C.R. RIDGWAY IV

  
E. DAVID COX

  
L. RODNEY CHAMBLEE

d/b/a MID-MISSISSIPPI DISTRIBUTION  
CENTER

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named RICHARD L. RIDGWAY, C.R. RIDGWAY IV, E. DAVID COX, and L. RODNEY CHAMBLEE d/b/a MID-MISSISSIPPI DISTRIBUTION CENTER, who acknowledged that they signed, sealed, and delivered the above and foregoing Warranty Deed on the day and in the year therein mentioned.

BOOK 197 PAGE 471

GIVEN UNDER MY HAND and official seal, this 22<sup>th</sup> day of June, 1984.

*Linda L. Conesly*  
NOTARY PUBLIC

My Commission Expires:  
July 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 26 day of June, 1984, at 9:00 o'clock P.M. and was duly recorded on the day of JUN 27 1984, 1984, Book No. 197 on Page 471. In Witness my hand and seal of office, this the 27 day of June, 1984.

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

BOOK 197 PAGE 472  
 RELEASE FROM DELINQUENT TAX SALE  
 (INDIVIDUAL)  
 DELINQUENT TAX SALE  
 STATE OF MISSISSIPPI, COUNTY OF MADISON

INDEXED

\$524

Redeemed Under H. B. 567  
 Approved April 2, 1932

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

Mid State Homes

the sum of Seventy Seven Dollars & 16/100 DOLLARS (\$ 77.65)  
 being the amount necessary to redeem the following described land in said County and State, to wit:

DESCRIPTION OF LAND	SEC.	TWP.	RANGE	ACRES
<u>W 1/2 NW 1/4 SW 1/4 Sec 3A</u>				
<u>1/4 Sec - BK 154 - 827, 832</u>	<u>31</u>	<u>8</u>	<u>3 East</u>	

Which said land assessed to Mr. Frank A. and Debra C. Spence and sold on the 20 day of Sept 19 82, to Buddy Bault for taxes thereon for the year 19 81, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 26 day of

June 19 84 Billy V. Cooper, Chancery Clerk  
 By S. Rosberry D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 43.37
- (2) Interest \$ 237
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 87
- (4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll.  
 \$1.00 plus 25cents for each separate described subdivision \$ 125
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 450
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 25
- (7) Tax Collector -- For each conveyance of lands sold to individuals \$1.00 \$ 100
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 53.63
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 2.17
- (10) 1% Damages per month or fraction on 19 81 taxes and costs (Item 8 -- Taxes and costs only) 22 Months \$ 11.80
- (11) Fee for recording redemption 25cents each subdivision \$ 50
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 130
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$ ---
- (15) Fee for issuing Notice to Owner, each \$2.00 \$ 2.00
- (16) Fee Notice to Lienors @ \$2.50 each \$ 2.50
- (17) Fee for mailing Notice to Owner \$1.00 \$ 1.00
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ ---
- TOTAL \$ 74.90
- (19) 1% on Total for Clerk to Redeem \$ 75
- (20) GRAND TOTAL TO REDEEM from sale covering 19 81 taxes and to pay accrued taxes as shown above \$ 75.65

Excess bid at tax sale \$ ✓

Buddy Bault 67.60  
Clerk fee 8.05  
Rec. fee 2.00  
77.65



STATE OF MISSISSIPPI, County of Madison:  
 Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of June, 19 84, at 9:10 o'clock A. M., and was duly recorded in the --- day of JUN 27 1984, 19 ---, Book No A. 7 on Page 672 in my office.  
 Witness my hand and seal of office, this the --- of JUN 27 1984, 19 ---.

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

For and in the consideration of the love and affection we have for Roby B. Harris, Sr., we, Estelle Bilbrew and L. M. Burks, do hereby convey and warrant unto Roby B. Harris, Sr. the following described land, lying and being situated in the City of Canton, Madison County, Mississippi:

to-wit:-- and the house Lot No. 14 on the West side of First Avenue of Firebaugh Addition to the City of Canton, Madison County, Mississippi, according to plat of said addition, which is on file in the Chancery Clerk's Office of Madison County, Mississippi. Reference to said plat being here made in aid of and as a part of this description.

Grantees are to pay the taxes assessed against said ~~for the year~~ <sup>through date</sup> ~~of delivery of deed~~

Witness our signatures this the 25th of May, 1984.

Estelle Bilbrew  
ESTELLE BILBREW - 66 Barker St. S.I., N.Y.  
L. M. Burks  
L.M. BURKS - 66 Barker St., S.I., N.Y.

STATE OF NEW YORK  
Richmond COUNTY:

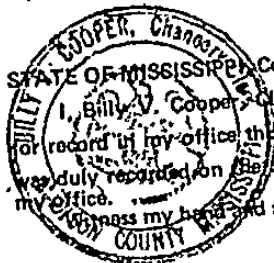
Personally appeared before me the undersigned authority in and for said County and State, Estelle Bilbrew and L. M. Burks who acknowledged that they signed and delivered the foregoing instrument on the day and year therein named.

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

John F. Hamm  
Notary Public

My Commission Expires:  
March 30, 1985

JOHN F. HAMM  
Notary Public State of New York  
No. 42-4510163  
Qualified in Richmond County  
Term Expires March 30, 1985



County of Madison: Clerk of the Chancery Court of said County, certify that the within instrument was filed June 27, 1984, at 11:00 o'clock P. M., and recorded in my office the 26 day of June, 1984, Book No. 197 on Page 473 in my office. Witness my hand and seal of office, this the 27 day of June, 1984.

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

WHEREAS, by Substituted Trustee's Deed dated October 26, 1976, Book 147 Page 429, title to the within described property is vested in Leo F. Myers, Sr., and this instrument will perfect ownership in- to himself and spouse as joint-tenants, etc.

NOW, THEREFORE, in consideration of the premises, and 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, LEO F. MYERS, SR. and wife, NILA A. MYERS, by these presents, do here- by sell, convey and warrant unto ourselves, namely, LEO F. MYERS, SR. and wife, NILA A. MYERS, as joint-tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in Madison County, Ms., described as follows, to- wit:

Lot One Hundred Seventeen (117), Lake Lorman Subdivision, Part (4), according to the map thereof which is of record in the Office of the Chancery Clerk of Madison County at Canton, Ms., in Plat Book 4 at Page 32, reference to which is hereby made.

This conveyance and its warranty is subject to exceptions, namely: (a) indebtedness secured by Deed of Trust dated September 28, 1973, to First Federal Savings and Loan Association, Jackson, Ms., Book 398 Page 108; (b) mineral reservations, restrictive coven- ants, and easements of record; (c) ad valorem taxes for the present year.

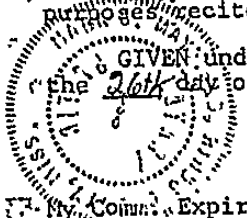
WITNESS the hand and signature of the Grantors hereto affixed this the 26th day of April, 1982.

Leo F. Myers, Sr. NILA A. MYERS

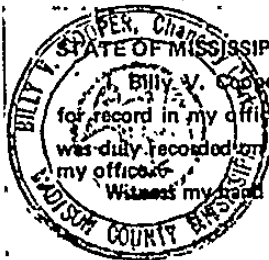
STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me the undersigned author- ity in and for the jurisdiction aforesaid the within named Leo F. Myers, Sr., and wife, Nila A. Myers, who each acknowledged to me that they signed and delivered the foregoing instrument for the purposes recited on the date therein set forth.

GIVEN under my hand and the official seal of my office on this the 26th day of April, 1982.



Mark L. Mayfield NOTARY PUBLIC My Commission Expires Aug. 28, 1985



Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of June, 1984 at 11:05 a.m., and was duly recorded on the 27 day of June, 1984 Book No. 197 on Page 474

Witness my hand and seal of office, this the 27th day of June, 1984 BILLY V. COOPER, Clerk By: [Signature] D.C.

RELEASE FROM DELINQUENT TAX SALE

(INDIVIDUAL)

DELINQUENT TAX SALE

STATE OF MISSISSIPPI, COUNTY OF MADISON

1530

Redeemed Under H. B. 567  
Approved April 2, 1932

No. 6894

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

Hale E. Roberts

the sum of one hundred thirty-three dollars DOLLARS (\$ 133.60)  
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC	TWP.	RANGE	ACRES
<u>SE 1/4 NW 1/4 &amp; NE 1/4 SW 1/4 of J1R</u>				
<u>&amp; Hse. BK 156-487</u>				
<u>BK 50-175</u>	<u>27</u>	<u>9</u>	<u>4E</u>	

Which said land assessed to Hale E. Roberts and Margie H. Roberts and sold on the 19 day of Sept 1983, to George Meint for taxes thereon for the year 1982, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 25 day of

June 1984 Billy V. Cooper, Chancery Clerk

(SEAL)

By S. Rasberry D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 95.75
  - (2) Interest \$ 7.66
  - (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 11.92
  - (4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll.  
\$1.00 plus 25cents for each separate described subdivision \$ 1.50
  - (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
  - (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ .50
  - (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 11.00
  - (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 112.83
  - (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 4.79
  - (10) 1% Damages per month or fraction on 1982 taxes and costs (Item 8 -- Taxes and costs only 10 Months) \$ 11.28
  - (11) Fee for recording redemption 25cents each subdivision \$ 1.25
  - (12) Fee for indexing redemption 15cents for each separate subdivision \$ 1.15
  - (13) Fee for executing release on redemption \$ 1.10
  - (14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$ ---
  - (15) Fee for issuing Notice to Owner, each \$2.00 \$ ---
  - (16) Fee Notice to Lienors @ \$2.50 each \$ ---
  - (17) Fee for mailing Notice to Owner \$1.00 \$ ---
  - (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ ---
- TOTAL \$ 130.30
- (19) 1% on Total for Clerk to Redeem \$ 1.30
  - (20) GRAND TOTAL TO REDEEM from sale covering 1982 taxes and to pay accrued taxes as shown above \$ 131.60

Excess bid at tax sale \$ 133.60

George Meint 128.90  
Clerk fee 2.70  
Rec fee 2.00  
133.60



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 June 1984 at 4:58 o'clock P. M., and was duly recorded on the 27 day of JUN 27 1984 1984, Book No. 197 on Page 475 in my office.

Witness my hand and seal of office, this the 25 day of JUN 27 1984, 1984.

BILLY V. COOPER, Clerk

By M. Wright D.C.

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

Daniel C. Shepard the sum of twenty six dollars 93/100 DOLLARS (\$26.93) being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with 5 columns: DESCRIPTION OF LAND, SEC., TWP., RANGE, ACRES. Handwritten entries include 'SE 1/4 SW 1/4 less 220 ft strip on S 1/2 E 1/2 SW 1/4 less 220 ft strip on S 1/2 Rd W 1/8 Rd R 1/2'.

Which said land assessed to Daniel C. Shepard and sold on the 30 day of Sept 19 82 to David C. Case for taxes thereon for the year 1981, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 26 day of June 19 84 Billy V. Cooper, Chancery Clerk

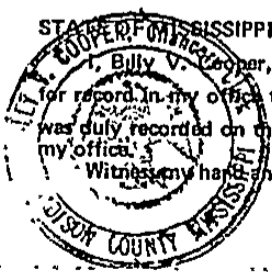
(SEAL) By [Signature] D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$42.41
(2) Interest \$2.33
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$85
(4) Tax Collector Advertising... \$1.50
(5) Printer's Fee for Advertising each separate subdivision \$4.50
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision \$1.50
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$53.09
(9) 5% Damages on TAXES ONLY. (See Item 1) \$2.12
(10) 1% Damages per month or fraction on 19 81 taxes and costs (Item 8 -- Taxes and costs only) 22 Months \$11.68
(11) Fee for recording redemption 25cents each subdivision \$50
(12) Fee for indexing redemption 15cents for each separate subdivision \$30
(13) Fee for executing release on redemption \$1.00
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
(15) Fee for issuing Notice to Owner, each \$2.00 \$2.00
(16) Fee Notice to Lienors @ \$2.50 each \$2.50
(17) Fee for mailing Notice to Owner \$1.00 \$1.00
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
TOTAL \$74.19
(19) 1% on Total for Clerk to Redeem \$7.42
(20) GRAND TOTAL TO REDEEM from sale covering 19 81 taxes and to pay accrued taxes as shown above \$74.93

Excess bid at tax sale \$ [check] Daniel C. Case 66.89 76.93
[Signature] 8.64
Re Release 2.00
76.93

White - Your Invoice
Pink - Return with your remittance
Canary - Office Copy



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of June 19 84, at 11:15 o'clock a.m., and was duly recorded on the 27 day of JUN 27 1984, 19... Book No. 197 on Page 476 in my office.
Witness my hand and seal of office, this the 27 day of JUN 27 1984, 19...

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

GRANTOR'S ADDRESS 7 Deerfield Dr. Madison, Ms. 39110  
GRANTEE'S ADDRESS 1230 Highland Dr. Bickelands ms 39157

WARRANTY DEED

1534

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, WE, WILLIAM DENNIS ADAMS and  
KATHRYN GREER ADAMS  
do hereby sell, convey and warrant unto JOE LYNN FULTON and  
IVY M. FULTON 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 26 of APPLERIDGE SUBDIVISION  
a subdivision according to the map or plat thereof on file  
and record in the office of the Chancery Clerk of  
Madison County at Canton, Mississippi,  
in Plat Book 4 at Page 38, 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 grantors agree to pay the grantees any deficit on an actual proration and, likewise, the grantees agree to pay to the grantors any amount overpaid by them.

WITNESS OUR SIGNATURES, this the 21st day of JUNE, 1984.

William Dennis Adams  
William Dennis Adams

Kathryn Greer Adams  
Kathryn Greer Adams

STATE OF MISSISSIPPI

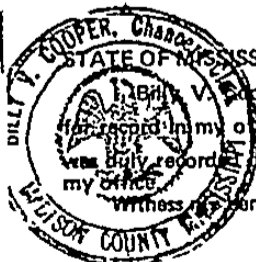
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority duly authorized by law to take acknowledgements in and for said County and State, the within named William Dennis Adams and Kathryn Greer Adams who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21st day of JUNE, 1984.

My Commission Expires:  
9-16-85

[Signature]  
NOTARY PUBLIC



MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
in my office this 26 day of June, 1984, at 11:35 clock A. M. and  
was duly recorded in the 26 day of June, 1984, Book No. 197 on Page 477. in  
my office  
Witness my hand and seal of office, this the 26 day of June, 1984.

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



GRANTOR'S ADDRESS 23 Walseley Dr. Greenville S.C. 29615  
GRANTEE'S ADDRESS 2051 Gateway Dr. Jackson, MS. 39211

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, WE, RONALD B. LAND and MARY J. LAND

do hereby sell, convey and warrant unto EDWIN L. PORTIER, JR. and BARBARA G. PORTIER 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 Sixty-Nine (69) of GATEWAY NORTH SUBDIVISION, Part 2 a subdivision according to the map or plat thereof on file and record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at Page 44, 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.

Grantees assume and agree to pay that certain deed of trust executed by Ellis Ray Skinner, Sr. and Sylvia H. Skinner to KIMBROUGH INVESTMENT COMPANY dated 4-30-79 and recorded in the office of the aforesaid clerk in Book 456 at Page 493.

Grantors do hereby assign, set over and deliver unto the grantees any and all escrow funds held by the beneficiary under the said deed of trust, and the hazard insurance policy covering the premises.

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 grantors agree to pay the grantees any deficit on an actual proration and, likewise, the grantees agree to pay to the grantors any amount overpaid by them.

WITNESS OUR SIGNATURES, this the 23<sup>rd</sup> day of JUNE, 1984.

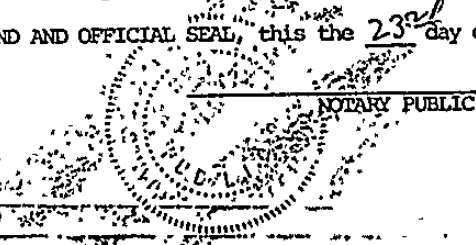
Ronald B. Land  
Ronald B. Land  
Mary J. Land  
Mary J. Land

STATE OF MISSISSIPPI  
HINDS  
COUNTY OF \_\_\_\_\_

Personally came and appeared before me the undersigned authority duly authorized by law to take acknowledgements in and for said County and State, the within named Ronald B. Land and Mary J. Land who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 23<sup>rd</sup> day of JUNE, 1984.

My Commission Expires:  
9-16-85



Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of JUNE, 1984 at 11:35 o'clock A. M., and was duly recorded on the 27 day of JUNE, 1984, Book No. 197 on Page 470 in my office.

Witness my hand and seal of office, this the 27 day of JUNE, 1984.  
BILLY V. COOPER, Clerk  
By D. Wright, D. C.

INDEXED

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 197 PAGE 479

4536

WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, WE, DAYNE CLAIRE VINSON, LYNWOOD H. VINSON, JAMES H. SUTHERLAND, AND JAMES H. SUTHERLAND, JR., do hereby convey and warrant unto RUBY P. BELOTE AND OLIVER BELOTE, JR., as joint tenants with full rights of survivorship and not as tenants in common, the following described real property, situated in Madison County, Mississippi, to wit:

Beginning at the South West corner of Sam Ewings' lot thence running West with the line of Peace Street 100 feet, thence North 200 feet, thence East 100 feet and thence South 200 feet to point of beginning said lot being in Sec. 19 Town 9 N, Range 3 East, and the same being the South half of a lot or parcel of ground conveyed by B. S. Ricks to Fannie R. Jones and Annie R. Willis and recorded in Book HH Page 358 in the Chancery Clerks office of Madison Co., Mississippi.

The property conveyed is now platted as Lot 72 on the North side of East Peace Street, according to the official map of the City of Canton, Mississippi, dated 1971.

THE WARRANTY OF THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. Ad valorem taxes for the City of Canton and Madison County, Mississippi shall be pro-rated between the Grantors and Grantees as follows: Grantors  $\frac{1}{12}$ ; Grantees  $\frac{1}{12}$
2. Subject to applicable zoning ordinances and subdivision regulations for the City of Canton, Mississippi.
3. Subject to the prior conveyance, reservation or exception of oil, gas, and other minerals by prior owners.

WITNESS OUR HANDS this 22<sup>nd</sup> day of June, 1984.

Dayne Claire Vinson  
Dayne/Claire Vinson

Lynwood H. Vinson  
Lynwood H. Vinson

James H. Sutherland  
James H. Sutherland

James H. Sutherland, Jr.  
James H. Sutherland, Jr.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority in and for the above county and state, the within named Dayne Claire Vinson, who acknowledged that she did sign and deliver the above and foregoing Warranty Deed as and for her free act and deed on the day and date therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME this 22nd day of June, 1984.

Elizabeth H. Larson  
Notary Public

My Commission Expires:

My Commission Expires April 14, 1987

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority in and for the above county and state, the within named Lynwood H. Vinson, who acknowledged that he did sign and deliver the above and foregoing Warranty Deed as for his free act and deed on the day and date therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME this 22nd day of June, 1984.

Elizabeth H. Larson  
Notary Public

My Commission Expires:

My Commission Expires April 14, 1987

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority in and for the above county and state, the within named James H. Sutherland, who acknowledged that he did sign and deliver the above and foregoing Warranty Deed as and for his free act and deed on the day and date therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME this 22nd day of June, 1984.

Allen H. Baird  
Notary Public

My Commission Expires:

My Commission Expires 8/6

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority in

and for the above county and state, the within named James H. Sutherland, Jr., who acknowledged that he did sign and deliver the above and foregoing Warranty Deed as for his free act and deed on the day and date therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME this 22nd day of June, 1984.

Helen H. Bland  
Notary Public

My Commission Expires:  
4-26-86

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of June, 1984, at 12:40 o'clock P.M., and was duly recorded on the JUN 27 1984 day of JUN 27 1984, 19....., Book No. 197 on Page 479 in my office.

Witness my hand and seal of office, this the ..... of JUN 27 1984....., 19.....

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

Revocation of General Power

See Book 200, Page 281

Billy V. Cooper, C.C.

by: K Gregory, D.C.

10-11-84

STATE OF MISSISSIPPI

MADISON COUNTY

BOOK 197 PAGE 482

INDEXED

0595

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, Mrs. Lela Mae H. Cross, residing in Canton, Mississippi, do hereby constitute and appoint my friend, <sup>L M H C</sup> Marjorie Ellington, whose address is Route 1, Box 241, Canton Mississippi, as my lawfully and duly appointed attorney-in-fact to attend to any and all business that I may have in the future, and with special power and authority to accept and receive any money or sums of money from any person, firm or corporation, to execute and deliver any deeds, deeds of trust, mortgages, notes, insurance policies, escrow funds, or other papers necessary and pertinent to the transaction and/or conveyance of stock certificates and/or real property and/or personal property of any kind or description that is presently held jointly or separately in our names, and to deposit any sums of monies received to our joint checking account, and to draw sums of money from my checking accounts or savings account at the Canton Exchange Bank, Canton, Mississippi for the conclusion of any business transaction; and that <sup>L M H C</sup> Marjorie Ellington is hereby authorized to sign my name to any instrument with full force and effectiveness as if I had executed the instrument.

I hereby ratify all that my said attorney-in-fact shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have hereto signed and executed this instrument in duplicate this the 25 th day of June, 1984.

Mrs. Lela Mae H. Cross  
Mrs. Lela Mae H. Cross

STATE OF MISSISSIPPI,  
LEAKE COUNTY

Personally appeared before me, the undersigned authority  
a Notary Public

in and for said county, the within named  
Lela Mae H. Cross

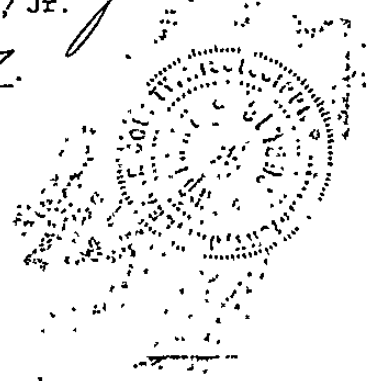
who severally acknowledged that she signed and  
delivered the foregoing instrument at the time therein stated,  
as her act and deed.

Given under my hand and seal of office this 25th  
day of June, 19 84.

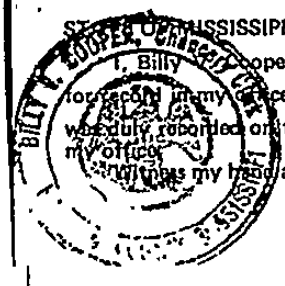
*A. R. Wright, Jr.*  
A. R. Wright, Jr.

My Commission expires Mar 23, 19 87.

BOOK 197 PAGE 483



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  
in my office this 26 day of June, 19 84, at 11:00 o'clock a M. and  
was duly recorded on the JUN 27 1984 day of 19 84, Book No. 197, on Page 482 in  
my office.  
Witness my hand and seal of office, this the JUN 27 1984 day of 19 84.  
BILLY V. COOPER, Clerk  
By *A. R. Wright, Jr.*, D. C.



ASSUMPTION WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid me and the assumption by the Grantees of the payment of the unpaid balance, both principal and interest, of that certain indebtedness to James H. Herring, as Trustee, to secure First Federal Savings & Loan Association (Now Magnolia Federal Bank) in the original principal sum of \$10,000.00 and having a current balance of \$5,893.01, which is described in and secured by a deed of trust from Craig Wilson and wife Rose W. Wilson dated July 11, 1984, and recorded in Book 432 at Page 10 in the office of the Chancery Clerk of Madison County, WE, C. R. MONTGOMERY AND CHARLES WEEMS, Grantors, do hereby convey and forever warrant unto BENTLEY E. CONNER, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

51 feet off of the west side of Lot 23, on the south side of East Center Street as shown by George & Dunlap's map of the City of Canton, Mississippi, of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

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: Grantor: 9/12/84, Grantee: 6/12/84.
2. City of Canton, Mississippi, Zoning Ordinance, as amended.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines, and other utilities.

The subject property is no part of the homestead of the Grantors.

WITNESS OUR SIGNATURE on this the 22<sup>ND</sup> day of JUNE, 1984.

C.R. Montgomery  
C. R. Montgomery

Charles Weems  
Charles Weems

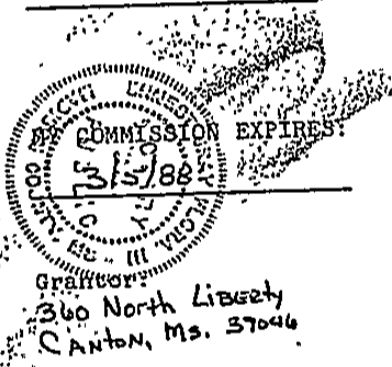
STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named C. R. MONTGOMERY AND CHARLES WEEMS 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 22<sup>ND</sup> day of JUNE, 1984.

Ernest Gray Stoe III  
NOTARY PUBLIC



Grantee:  
416 East Dinkins  
CANTON, MS. 37046

897



MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 26 day of June, 1984, at 4:06 o'clock P.M., and was duly recorded on the day of JUN 28 1984, 19 Book No 197 on Page 485 in JUN 28 1984, 19.

Witness my hand and seal of office, this the ..... of ..... 19.....  
BILLY V. COOPER, Clerk  
By n. Wright ..... D. C.



BOOK 197 PAGE 486  
 RELEASE FROM DELINQUENT TAX SALE

INDEXED

(INDIVIDUAL)  
 DELINQUENT TAX SALE

3543

Redeemed Under H. B. 567  
 Approved April 2, 1932

STATE OF MISSISSIPPI, COUNTY OF MADISON

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

Piggly & Thornton  
 the sum of Thirty Three Dollars + 27/100 DOLLARS (S 33.27)  
 being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP.	RANGE	ACRES
5.16 A in W 1/2 SE 1/4 of Lot 2 - Vac - BK 171-25	11	7	15	

Which said land assessed to Larry and Carol Bailey and sold on the 20 day of Sept 1982, to Bradley Williamson for taxes thereon for the year 1981, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 26 day of

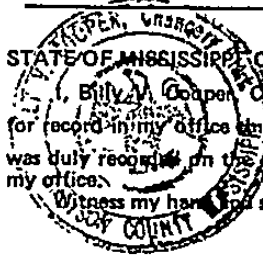
June 1984 Billy V. Cooper, Chancery Clerk  
 By A. Pasberg D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$	7.07
(2) Interest	\$	39
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$	14
(4) Tax Collector Advertising - Selling each separate described subdivision as set out on assessment roll. \$1.00 plus 25cents for each separate described subdivision	\$	125
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each	\$	450
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision	\$	125
(7) Tax Collector - For each conveyance of lands sold to individuals \$1.00	\$	1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$	14.60
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$	135
(10) 1% Damages per month or fraction on 19 <u>81</u> taxes and costs (Item 8 - Taxes and costs only) <u>22</u> Months	\$	3.21
(11) Fee for recording redemption 25cents each subdivision	\$	150
(12) Fee for indexing redemption 15cents for each separate subdivision	\$	30
(13) Fee for executing release on redemption	\$	1.00
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.)	\$	-
(15) Fee for issuing Notice to Owner, each \$2.00	\$	4.00
(16) Fee Notice to Lienors @ \$2.50 each	\$	5.00
(17) Fee for mailing Notice to Owner \$1.00	\$	2.00
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00	\$	-
TOTAL	\$	30.96
(19) 1% on Total for Clerk to Redeem	\$	31
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>81</u> taxes and to pay accrued taxes as shown above	\$	31.27

Excess bid at tax sale \$ 210  
33.27

Bradley Williamson 18.16  
Clerk Fee 13.11  
Rec. fee 2.00  
33.27



STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office on the 26 day of June, 1984, at 4:45 o'clock P. M., and was duly recorded on the JUN 28 1984 day of JUN 28 1984, 1984, Book No. 197 on Page 486 in my office.  
 Witness my hand and seal of office, this the 26 day of JUN 28 1984, 1984.

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

INDEXED

BOOK 197 PAGE 487

3551

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 of all of which is hereby acknowledged, I, the undersigned SAM WAGGENER, do hereby sell, convey and warrant unto COLBERT W. JONES and wife, EMILY B. JONES, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located in Madison County, State of Mississippi, to-wit:

A five (5) acre tract of land situated in the Northwest Quarter of the Southeast Quarter of Section 35, Township 8 North, Range 2 East, Madison County, Mississippi, more particularly described as follows:

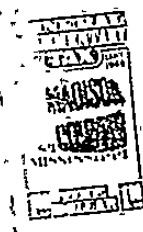
Commence at the apparent Southeast corner of Section 35, Township 8 North, Range 2 East, Madison County, Mississippi, and run West for a distance of 2,711.82 feet; thence North along the West line of a 30-foot county road right-of-way for a distance of 445.66 feet; thence North 00 degrees, 03 minutes, 13 seconds East for a distance of 970.95 feet to a point; thence East for a distance of 30.00 feet to the East line of said county road right-of-way; thence continue East for a distance of 351.66 feet to the POINT OF BEGINNING of the Tract herein described; thence North 00 degrees, 03 minutes, 13 seconds East for a distance of 619.35 feet; thence East for a distance of 351.66 feet; thence South 00 degrees, 03 minutes, 13 seconds West for a distance of 619.35 feet; thence West for a distance of 351.66 feet to the POINT OF BEGINNING.

The herein described Tract No. 2 contains 5.00 acres, more or less.

Ad valorem taxes for the current year on the above described property are to be pro-rated between the grantor and grantees herein as of the date of delivery of this conveyance.

This conveyance and warranty of title is subject to any ordinances or regulations passed by the County of Madison, Mississippi, and any easements and rights-of-way of record.

This conveyance and warranty of title is further subject to protective covenants which are attached hereto as Exhibit "A" and made a part hereof.



The grantor hereby reserves full mineral interests in, on and under the above described property.

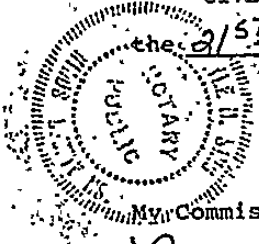
WITNESS MY SIGNATURE, this the 21<sup>st</sup> day of June, 1984.

Sam Waggener  
SAM WAGGENER

STATE OF MISSISSIPPI  
COUNTY OF Wade

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Sam Waggener, 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 of office, this the 21<sup>st</sup> day of June, 1984.



Charles M. Ems  
NOTARY PUBLIC

My Commission Expires:  
May 22, 1982

NAME AND ADDRESS OF GRANTOR:

Sam Waggener  
Route 3, Box 178  
Canton, Mississippi 39046

NAMES AND ADDRESS OF GRANTEEES:

Colbert W. Jones  
Emily B. Jones  
746B Wicklow Place  
Jackson, Mississippi 39211

PROTECTIVE COVENANTS

WHEREAS, the undersigned, SAM WAGGENER, is the owner of all the land and property described hereinbelow lying and being situated in Madison County, Mississippi, which will be divided into individual tracts of land.

WHEREAS, the owner hereof desires to impose certain protective covenants upon the following described property for the protection and benefit of those purchasing the tracts from said owner.

NOW, THEREFORE, in consideration of the advantages to accrue through such protective covenants, and for other good and valuable considerations, not necessary to recite herein, the undersigned owner does hereby covenant and agree with all future owners of the tracts, the following restrictive and protective covenants shall apply to all tracts in said property which is described as follows:

A tract of land situated in the Northwest Quarter of the Southeast Quarter and in the Northeast Quarter of the Southwest Quarter, all in Section 35, Township 8 North, Range 2 East, Madison County, Mississippi, more particularly described as follows:

Commence at the apparent Southeast corner of Section 35, Township 8 North, Range 2 East, Madison County, Mississippi, and run West for a distance of 2,711.82 feet; thence North for a distance of 445.66 feet; thence North 00 degrees, 03 minutes, 13 seconds East for a distance of 970.95 feet along the western most right-of-way line of a county road to the point of beginning of Parcel number 5; thence North 00 degrees, 03 minutes, 13 seconds East along said right-of-way line for a distance of 619.35 feet; thence East for a distance of 1,393.09 feet; thence South 00 degrees, 05 minutes, 21 seconds West for a distance of 619.36 feet; thence West for a distance of 1,392.70 feet to the point of beginning of Parcel number 5.

The above described parcel No. 5 contains 19.805 acres, more or less, less and except a 30-foot wide right-of-way for a county road off the West side.

The following restrictive covenants are hereby imposed on the above described land for the protection of the owner and all future purchasers and owners of tracts lying within said property:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or combination of two or more contiguous lots other than one detached single-family dwelling, and private garages, barns and storage facilities for the use of the occupants of such dwelling.

2. No dwelling shall be permitted on any lot with the main structure total floor area having less than 2,000 square feet heated, exclusive of porches and garages.

3. No building shall be located on any lot nearer than seventy-five (75) feet to the front lot line. No building shall be located nearer than fifty (50) feet to an interior lot line.

4. There shall be no more than three (3) basic wall materials used on the front of any residence constructed on any lot. Concrete block walls are not allowed and log homes are excluded.

5. There shall not be more than four (4) colors used on the front on any residence constructed on any of the lots in said subdivision and said colors shall be applied so that the balance of continuity and appropriate design shall be maintained. No dwelling shall be located on any interior lot nearer than fifty (50) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building on a lot to encroach upon another lot.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a permanent residence.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

9. Such system necessary for sanitary sewerage disposal, the location and design of same, shall be approved by the Mississippi State Board of Health, prior to the beginning of construction.

10. No laundry can be hung on said lots nearer to any street than the rear corners of the house on said lot.

11. Exposed garages facing streets are to be finished inside and be kept neat and orderly. All homes built on said lots must contain a minimum total floor area of 2,000 square feet. Total floor areas, with reference to minimum improvements designated above, shall be computed as follows; the following areas only shall be included in arriving at the total:

Heated living areas, excluding servants' quarters and garages and covered patios, porches, breezeways, porte cocheres, whether attached or detached and roof overhangs; all areas are to include wall thicknesses.

12. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of one (1) year, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain or to recover damages.

14. Animals allowed include horses and cattle not to exceed one (1) per acre for each type of animal and shall not constitute a noxious use or health hazard. Animals specifically excluded include pigs and hogs.

15. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

16. Owner agrees that should any oil, gas and mineral exploration occur on this property, prior permission must be obtained from future owners. Should future owners agree to the exploration, they will be entitled to receive surface damages relating to individual activity accordingly. To the extent this is inconsistent with the provisions of the Oil, Gas and Mineral Lease to Sun Oil Company dated February 3, 1975, recorded in Book 408, Page 746, office of the Chancery Clerk of Madison County, Mississippi, covering this property, this covenant shall be void and of no effect.

17. Seller agrees that no mining activity or drilling activity of any kind shall be allowed on the surface property described herein except for water. To the extent this is inconsistent with the provisions of the Oil, Gas and Mineral Lease to Sun Oil Company dated February 3, 1975, recorded in Book 408, Page 746, office of the Chancery Clerk of Madison County, Mississippi, covering this property, this covenant shall be void and of no effect.

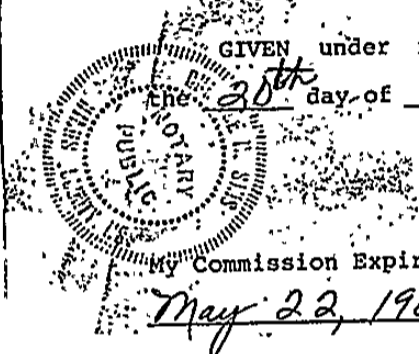
IN WITNESS WHEREOF, said owner has caused these protective covenants to be executed, this the 20<sup>th</sup> day of June, 1984.

Sam Waggener  
SAM WAGGENER

STATE OF MISSISSIPPI

COUNTY OF Merida

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named SAM WAGGENER, who acknowledged to me that he is the owner of the above-described property and that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.



GIVEN under my hand and official seal of office, this the 20<sup>th</sup> day of June, 1984.

Charles M. Sira  
NOTARY PUBLIC

My Commission Expires:  
May 22, 1986



STATE OF MISSISSIPPI, County of Madison: I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 27 day of June, 1984, at 9:00 o'clock A. M.; and was duly recorded on the JUN 28 1984 day of JUN 28 1984, 1984, Book No. 197 on Page 487 in my office. Witness my hand and seal of office, this the JUN 28 1984 day of JUN 28 1984, 1984.

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



INDEXED

BOOK 197 PAGE 494

4552

RIGHT OF WAY EASEMENT

The undersigned SAM WAGGENER does hereby grant, bargain, transfer and convey unto the BEAR CREEK WATER ASSOCIATION, INC., Canton, Mississippi, its successors and assigns, a perpetual easement with the right to install, lay, and thereafter use, repair, maintain, replace and remove a water line over, across and through land of the Grantor, situated in Madison County, Mississippi, described as follows:

Commence at the apparent Southeast corner of Section 35, Township 8 North, Range 2 East, Madison County, Mississippi and run West for a distance of 2,746.82 feet to the Point of Beginning of a 10-foot wide strip centered on a line described as follows: North for a distance of 445.66 feet; thence North 00 degrees, 03 minutes, 13 seconds East for a distance of 970.95 feet to the Point of Terminus

together with the right of ingress and egress for the purpose of this easement.

This easement shall be a ten-foot permanent easement, the center line of which shall be the pipe as laid by said association, but for the purpose of construction of said pipeline a temporary easement of ten additional feet shall be granted. The said pipeline will be laid as near the property line of the Grantor as possible.

The right of way shall extend five (5) feet from the center of the adjacent and parallel property line.

The Grantee, BEAR CREEK WATER ASSOCIATION, INC., covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the land of the Grantor, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

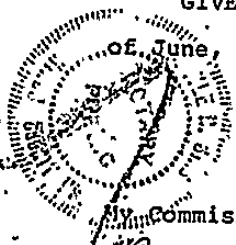
IN WITNESS WHEREOF, the Grantor has executed this instrument on this the 21<sup>st</sup> day of June, 1984.

Sam Waggener  
SAM WAGGENER

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named SAM WAGGENER, who acknowledged that he signed, executed and delivered the foregoing instrument on the day and year therein mentioned.

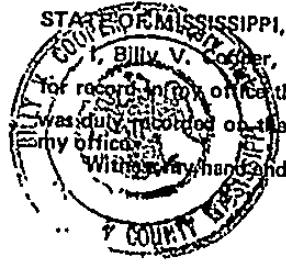
GIVEN under my hand and official seal, this the 21<sup>st</sup> day of June, 1984.



Charles M Sims  
NOTARY PUBLIC

My Commission Expires:  
May 22, 1986

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 on this 27 day of June, 1984, at 7:06 o'clock P.M., and was duly recorded on the 27 day of June, 1984, Book No. 197 on Page 494. With my hand and seal of office, this the 27 day of June, 1984.

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

BOOK 197 PAGE 496 INDEXED  
 RELEASE FROM DELINQUENT TAX SALE  
 (INDIVIDUAL)  
 DELINQUENT TAX SALE  
 STATE OF MISSISSIPPI, COUNTY OF MADISON

4554

Redeemed Under H. B. 567  
 Approved April 2, 1932

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

P.A. Thoney  
 the sum of Twenty-six dollars 92/100 DOLLARS (\$ 26.92/100)  
 being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP.	RANGE	ACRES
<u>4 1/2 A in SE 1/4 SW 1/4 SW 1/4 Twp</u>				
<u>BK 154-347</u>	<u>14</u>	<u>9</u>	<u>46</u>	

Which said land assessed to P.A. and Madge Thoney and sold on the  
20 day of Sept 1982, to Bradley Williamson for  
 taxes thereon for the year 1981, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 27 day of  
June 1984 Billy V. Cooper, Chancery Clerk  
 By J. Rasberry D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$	<u>6.41</u>
(2) Interest	\$	<u>.35</u>
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$	<u>.13</u>
(4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll. \$1.00 plus 25cents for each separate described subdivision	\$	<u>1.25</u>
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each	\$	<u>4.50</u>
(6) Clerk's Fee for recording 10cents and Indexing 15cents each subdivision. Total 25cents each subdivision	\$	<u>.25</u>
(7) Tax Collector -- For each conveyance of lands sold to individuals \$1.00	\$	<u>1.00</u>
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$	<u>13.89</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$	<u>.32</u>
(10) 1% Damages per month or fraction on 19 <u>81</u> taxes and costs (Item 8 -- Taxes and costs only <u>22</u> Months)	\$	<u>3.06</u>
(11) Fee for recording redemption 25cents each subdivision	\$	<u>.25</u>
(12) Fee for indexing redemption 15cents for each separate subdivision	\$	<u>.15</u>
(13) Fee for executing release on redemption	\$	<u>1.00</u>
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No 457.)	\$	<u>—</u>
(15) Fee for issuing Notice to Owner, each \$2.00	\$	<u>4.00</u>
(16) Fee Notice to Lienors @ \$2.50 each	\$	<u>—</u>
(17) Fee for mailing Notice to Owner \$1.00	\$	<u>2.00</u>
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00	\$	<u>—</u>
TOTAL	\$	<u>24.67</u>
(19) 1% on Total for Clerk to Redeem	\$	<u>.25</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>81</u> taxes and to pay accrued taxes as shown above	\$	<u>24.92</u>
Excess bid at tax sale \$ <u>1</u>		<u>26.92</u>

Bradley Williamson 17.27  
 Clerk fee 7.65  
 Rec fee 2.00  
26.92



Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed  
 for recording in my office this 27 day of June, 1984, at 9:25 o'clock P. M., and  
 was this recorded on the 28 day of June, 1984, Book No. 197 on Page 496 in  
 my office. Witness my hand and seal of office, this the 28 day of June, 1984.

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

BOOK 197 PAGE 497  
 RELEASE FROM DELINQUENT TAX SALE (INDIVIDUAL)  
 DELINQUENT TAX SALE  
 STATE OF MISSISSIPPI, COUNTY OF MADISON

Redeemed Under H. B. 567  
 Approved April 2, 1932

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

P. A. Vianey  
 the sum of Twenty six dollars + 92/100 DOLLARS (\$ 26.92)  
 being the amount necessary to redeem the following described land in said County and State, to wit:

DESCRIPTION OF LAND	SEC.	TWP.	RANGE	ACRES
<u>2 1/2 A in NE Cor NE 1/4 NW 1/4 T4c -</u>				
<u>BK 154-347</u>	<u>23</u>	<u>9</u>	<u>4E</u>	

Which said land assessed to P. A. and Gladys Vianey and sold on the  
20 day of Sept 1982, to Bucky Baumt for  
 taxes thereon for the year 1981, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 27 day of  
June 1984. Billy V. Cooper, Chancery Clerk

(SEAL)

By A. Paskey D.C.

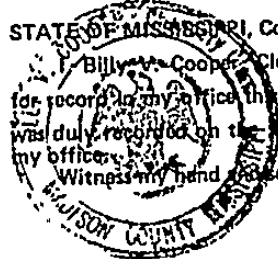
STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 6.41
- (2) Interest \$ .35
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ .13
- (4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll.  
 \$1.00 plus 25cents for each separate described subdivision \$ 1.25  
 Printer's Fee for Advertising each separate subdivision \$ 4.50
- (5) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ .25
- (6) Tax Collector -- For each conveyance of lands sold to Individuals \$1 00 \$ 1.00
- (7) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 13.89
- (8) 5% Damages on TAXES ONLY (See Item 1) \$ .32
- (9) 1% Damages per month or fraction on 1981 taxes and costs (Item 8 -- Taxes and costs only) 22 Months \$ 3.06
- (10) Fee for recording redemption 25cents each subdivision \$ .25
- (11) Fee for Indexing redemption 15cents for each separate subdivision \$ .15
- (12) Fee for executing release on redemption \$ 1.00
- (13) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$ —
- (14) Fee for issuing Notice to Owner, each \$2.00 \$ 4.00
- (15) Fee Notice to Lienors @ \$2.50 each \$ —
- (16) Fee for mailing Notice to Owner \$1 00 \$ 2.00
- (17) Sheriff's fee for executing Notice on Owner if Resident \$4 00 \$ —
- (18) TOTAL \$ 24.67
- (19) 1% on Total for Clerk to Redeem \$ .25
- (20) GRAND TOTAL TO REDEEM from sale covering 1981 taxes and to pay accrued taxes as shown above \$ 24.92

Excess bid at tax sale \$ —  
Bucky Baumt 17.27  
Clerk fee 7.63  
Rec fee 2.00  
26.92

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 on the 27 day of June, 1984, at 9:25 o'clock A. M. and was duly recorded on the — day of JUN 28 1984, 19—, Book No. 192 on Page 492.  
 Witness my hand and seal of office, this the 27 day of JUN 28 1984, 19—.



BILLY V. COOPER, Clerk  
 By A. Paskey 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 THE SUNBURST BANK, SUCCESSOR TRUSTEE FOR THE GIDEON REAL ESTATE, INC. MONEY PURCHASE PENSION PLAN, whose address is Post Office Box 979, Jackson, Mississippi 39205, does hereby sell, convey and warrant unto PARK TRACE, LTD., an Alabama Limited Partnership, whose address is 55 Central Bank Building, Huntsville, Alabama 35801, an undivided one-fourth (1/4), being a 25% interest in and to that certain land and property lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof by reference and signed for identification.

Ad valorem taxes and assessments for the year 1984 have been prorated by and between the parties hereto as of the date hereof; however, if said proration is incorrect the parties hereto agree to adjust same by a remittance to the appropriate party prior to February 1, 1985.

There is excepted from the warranty herein contained all oil, gas and other minerals reserved or conveyed of record by prior owners;

Also, exception is hereby made to a fence encroachment along the North and West property lines as shown on survey of Robert B. Barnes, dated February 4, 1984.

WITNESS THE SIGNATURE OF THE UNDERSIGNED, this the 25<sup>th</sup> day of June, 1984.

THE SUNBURST BANK, Successor  
Trustee for The Gideon Real  
Estate, Inc. Money Purchase  
Pension Plan

By:

*John W. Covert*  
The President & Trust Officer

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named W. W. Conner, personally known to me to be the Trustee of the within named THE SUNBURST BANK, Successor Trustee for The Gideon Real Estate, Inc. Money Purchase Pension Plan, who acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said corporation and as its own act and deed, he being first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 25th day of June, 1984.

Frederic J. Allen  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 13, 1985



BOOK 197 PAGE 499

EXHIBIT "A"

A certain parcel of land lying and being situated in the East 1/2 of the Southeast 1/4 of Section 29, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at the Southeast corner of the said Section 29, and run thence North 20 degrees 03 minutes 18 seconds West for a distance of 60.58 feet to the intersection of the Westerly right of way line of the Old Canton Road and the Northerly right of way line of Lake Harbor Road, thence meander Westerly along the said Northerly right of way line of Lake Harbor Road as follows:

- North 89 degrees 15 minutes 03 seconds West, 33.38 feet
- South 56 degrees 25 minutes 48 seconds West, 18.40 feet
- South 83 degrees 38 minutes 41 seconds West, 150.75 feet
- South 89 degrees 21 minutes 19 seconds West, 53.58 feet

to an iron pin; thence North 0 degrees 38 minutes 04 seconds East for a distance of 462.04 feet along the East line of that certain parcel which is recorded in Deed Book 155 at Page 183 of the Chancery Clerk Records of Madison County in Canton, Mississippi, and the East line of that certain parcel which is recorded in Deed Book 159 at Page 930 of the said Chancery Clerk Records to an Iron Pin; thence South 89 degrees 23 minutes 13 seconds West for a distance of 1056.72 feet along the North line of the said parcel which is recorded in Deed Book 159 at Page 930, along the North line of that certain parcel which is recorded in Deed Book 159 at Page 926, and along the South line of that certain parcel which is described in Deed Book 159 at Page 922 to a point on the West line of the said East 1/2 of the Southeast 1/4 of Section 29; thence North 0 degrees 15 minutes 40 seconds West for a distance of 1133.92 feet along the West line of the said East 1/2 of the Southeast 1/4 of Section 29 to a point; being the POINT OF BEGINNING for the parcel herein described; thence continue North 0 degrees 15 minutes 40 seconds West a distance of 1030 feet to the Northwest corner of the said East 1/2 of the Southeast 1/4 of Section 29; thence North 89 degrees 56 minutes 24 seconds East for a distance of 1303.45 feet along the North line of the said East 1/2 of the Southeast 1/4 of Section 29 to a point on the said Westerly right of way of the Old Canton Road; run thence the following bearings and distances along the said Westerly right of way of Old Canton Road:

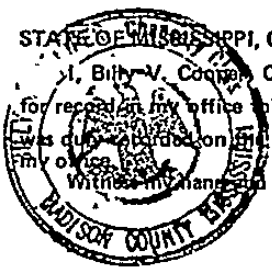
- South 1 degree 15 minutes 29 seconds East, 169.32 feet
- South 1 degree 02 minutes 58 seconds East, 126.55 feet
- South 0 degree 47 minutes 09 seconds East, 311.37 feet
- South 0 degree 22 minutes 57 seconds East, 422.76 feet

to an Iron Pin; thence leave the said Westerly right of way line of Old Canton Road and run South 89 degrees 56 minutes 11 seconds West for a distance of 1,311.885 feet to the POINT OF BEGINNING, containing 30.96 acres, more or less.

BOOK 197 PAGE 500

*JWC*

STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 27 day of June, 1984, at 9:35 clock A.M. and was duly recorded on this 27 day of June, 1984, Book No. 197 on Page 500 in my office.  
 Witness my hand and seal of office, this the 27 day of June, 1984.



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