Indexed. 551.5

BOOK 198 PACE 401 .

WARRANTY DEED

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

Lot 8, Madison Station Subdivision, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Book 6 at Page 18, reference to which is hereby made in aid of and as a part of this description.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

The warranty of this conveyance is made expressly subject to all restrictive covenants, rights of way, easements, and mineral . reservations of record affecting the above described property.

WITNESS THE SIGNATURES OF THE GRANTORS this the 27th day of July, 1984.

GRANTORS' ADDRESS:

McMILLON & WIFE HOMES, INC.

P. O. Box 16277 Jackson, Mississippi 39236

GRANTEES' ADDRESS:

Highway 51 Madison, Mississippi 39110

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and
for the jurisdiction aforesaid, the within named Ben L. McMillon, who

acknowledged that he is President of McMillon & Wife Homes, Inc. and that he signed and delivered the above and foregoing instrument as the act and deed of the corporation.

GIVEN under my hand and official seal this the 27th day of July 1084

STATE OF MISSISSIPPI, County of Madison:

d and seal of office, this theof ... AUG 1 1984 BILLY V. COOPER, Clerk

WARRANTY DEED

INDEXED:5:2

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, OLE SOUTH HOMES, INC., by these presents, does hereby sell, convey and warrant unto HOWARD C. HOGG, et ux, LENORA H. HOGG, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Part of Lot 147, of The Village Square, Part 1, more fully described as follows, to-wit:

Commence at the NE corner of Lot 147, of The Village Square, Part 1, according to the map thereof which is of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B at Slot 38, reference to which is hereby made in aid of this description, and run thence along the North line of said Lot 147, N 88 degrees 18 minutes W 10.0 feet; thence N 78 degrees 36 minutes W 24.0 feet; thence S 03 degrees 24 minutes W 102.1 feet to the South line of said Lot 147; thence S 80 degrees 18 minutes E 10.8 feet; thence S 88 degrees 18 minutes E 24.74 feet to the SE corner of said Lot 147; thence N 01 degrees 42 minutes E 100.0 feet to the Point of Beginning. Being the E ½ of Lot 147, The Village Square, Part 1.

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

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

WITNESS THE SIGNATURES of the Grantors, this the 26th day of July, 1984.

OLE SOUTH HOMES, INC.

By: Billy G. Runnels, President

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named BILLY G. RUNNELS, personally known to me to be the President of the within named Ole South Homes, Inc., who as such officer acknowledged to me that he signed, sealed and delivered the foregoing instrument for the purposes recited on the date therein set forth, all as and for the act and deed of said corporation, he being first duly authorized so to do. MY COMM. EXPIRES:

Grantor M/A: 2640 River Hills Drive, Jackson, Ms. 39211

Grantee M/A: 924-A Glastonbury Circle, Ridgeland, Ms. 39157

STATE OF MISSISSIPPI, County of Madison: SBILLY LAND DORER, Clerk of the Chancery Court of said County, certify that the within instrument was filed cord in my office that the within instrument was filed cord in my office states of the chancery Court of said County, certify that the within instrument was filed cord in my office states of the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certify that the within instrument was filed cord in the chancery Court of said County, certified the chancery Court of said seal of office, this the of AUG 1 1984 BILLY V. COOPER, Clerk

FINDEXED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, JOHN F. ANDERSON, JR. and ANN LINTON ANDERSON, the Grantors, do hereby sell, convey and warrant unto SANDY EVERETT RUSHING and ERNESTINE W. RUSHING, the Grantees, 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:

RE: Lot 2, LAKE LORMAN SUBDIVISION, PART I, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 4 at Page 29, reference to which is hereby made in aid of and as a part of this description.

In addition, the Grantors do hereby sell, convey and quitclaim unto the Grantees all of their right, title and interest in and to those certain Easements conveyed to Grantors in Book 93 at Page 456.

The warranty of this conveyance is further made subject to the following:

- 1. All oil, gas and other minerals in, on or under the subject property reserved or conveyed by former owners; and
- 2. Those certain covenants or restrictions of record in Book 305 at Page 248; Book 315 at Page 431; and the amended covenants in Book 513 at Page 431.

Ad valorem taxes for the year 1984 have been prorated between the parties as of the date hereof and will be paid when due by Grantees herein.

WITNESS THE SIGNATURE of the undersigned, on this the 27 th

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STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JOHN F. ANDERSON, JR. and ANN LINTON ANDERSON, who certify that they signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

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

day of <u>July</u>, 1984.

My Commission Expires:
My Commission Expires Jan. 5, 1987

GRANTORS' ADDRESS IS:

3972 Eastwood Drive Jackson, Mississippi 39211

GRANTEES' ADDRESS IS:

112 Fox Meadows Road Jackson, Mississippi 39212

STAREOFMISSISSIPPI, County of Madison:

| Billy V. Coper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in the chancery Court of said County, certify that the within instrument was filed for record in the chancery Court of said County, certify that the within instrument was filed for record in the chancery Court of said County, certify that the within instrument was filed for record in the chancery Court of said County, certify that the within instrument was filed for record in the chancery Court of said County, certify that the within instrument was filed for record in the chancery Court of said County, certify that the within instrument was filed for record in the chancery Court of said County, certify that the within instrument was filed for record in the chancery Court of said County, certify that the within instrument was filed for record in the chancery Court of said County, certify that the within instrument was filed for record in the chancery Court of said County, certify that the within instrument was filed for record in the chancery Court of said County, certify that the within instrument was filed for record in the chancery County of the chancery County of

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

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ny office. , Book Ng. // on Page .V.	s file
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BILLY V. COOPER, CPerk	s file Lyani

RELEASE FROM DELINQUENT TAX SALE (INDIVIDUAL)

INDEXED

6957 Vi.

DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON 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 ram Weller the sum of Me Kundred Suresty they Clother 12/4/ - being the amount necessary to redeem the following described land in said County and State, to wit: DOLLARS (S 1731214) TWP. DESCRIPTION OF LAND Lot 12 W Prace St Which said land assessed in Houston Wella _19 <u>83, to Bladly</u> Sipt taxes thereon for the year 19 122 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 Billy V. Cooper, Chancery Clerk (SEAL) STATEMENT OF TAXES AND CHARGES 126.18 (1) "State and County Tax Sold for (Exclusive of damages, penalties, fees) s 10.02 (2) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) 2521 (4). Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll. 1,25 \$1 00 plus 25cents for each separate described subdivision ___* s 450 (5) Printer's Fee for Advertising each separate subdivision (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision 1.00 (7) Tax Collector—For each conveyance of lands sold to indivisduals \$1.00 _ s <u>/ ¼5, 77</u> (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR . (9) 5% Damages on TAXES ONLY. (See Item 1) (10) 1% Damages per month or fraction on 1982 taxes and costs (Item 8 - Taxes and s 16.04 _____// __ Months _ [11] Fee for recording redemption 25cents each subdivision _ (12) Fee for indexing redemption 15cents for each separate subdivision 1,00 (13) Fee for executing release on redemption _ (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.). \$2,00 (15) Fee for issuing Notice to Owner, each____ @ \$2 50 each____ (16) Fee Natice to Lienars____ (17) Fee for mailing Notice to Owner_ \$4.00 (18) Sheriff's fee for executing Notice on Owner if Resident_ TOTAL 1.70 (19) 1% on Total for Clerk to Redeem _ (20) GRAND TOTAL TO REDEEM from sale covering 1982 taxes and to pay accrued taxes as shown above 173,24 Beadly William 168,14 Club fee 3.10 Rec fee 2.00 Excess bid at tax sale S . 173,24 BILLY V. COOPER, Clark A

198 PAGE 409

RELEASE FROM DELINQUENT TAX SALE

(INDIVIDUAL)

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5960

DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON INDEXED 15528

> med 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 the sum of on Stindrice Austy-foun dollars & 1864-being the amount necessary to redeem the following described land in said County and State, to-wit: ODLLARS (S 194136/L) DESCRIPTION OF LAND SEC RANGE ACRES lot 13 Rec 10 thereon for the year 19 22, 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 signat ं (SEAL) र् STATEMENT OF TAXES AND CHARGES (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) 11.41 Interest 2.85 (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) Tax Collector Advertising ---Selling each separate described subdivision as set out on assessment roll. \$1.00 plus 25cents for each separate described subdivision _ <u>420</u> Printer's Fee for Advertising each separate subdivision. (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 indivisduals \$1.00 ____ 100 163.90 7.13 TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR _ (8) (9) 5% Damages on TAXES ONLY. (See Item 1) (10) 1% Damages per month or fraction on 1982 taxes and costs (Item 8 -- Taxes and s <u>18,03</u> ____Months (11) Fee for recording redemption 25cents each subdivision_ (12) Fee for indexing redemption 15cents for each separate subdivision . 1,00 (13) Fee for executing release on redemption _ (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_ (18) Sheriff's fee for executing Notice on Owner if Resident, (19) 1% on Total for Clerk to Redeem. (20) GRAND TOTAL TO REDEEM from sale covering 19.62 taxes and to pay accrued taxes as shown above 2,00 194,36 Excess bid at tax sale S 189.06 3.30 2,00 194.36 BILLY V. COOPER, Clerk

By D. C. COUR

RELEASE FROM DELINQUENT TAX SALE: INDEXED 5529 (INDIVIDUAL) DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON 198 PAGE 410 INDEXED 5529 Redeemed Under H. B. 567 Approved April 2, 1932

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198 PAGE 411 RELEASE FROM DELINQUENT TAX SALE

(INDIVIDUAL)

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

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DELINQUENT TAX SALE 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 hundred severten dollars t. 1/2 DOLLARS IS 217.4/ being the amount necessary to redeem the following described land in said County and State, to-wit. DESCRIPTION OF LAND SEC. RANGE Which said land assessed to taxes thereon for the year 1981, do hereby release said land from all claim or title of said purchaser on account of said saie. IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the (SEAL) STATEMENT OF TAXES AND CHARGES . (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) s*_/34,28* (2) Interest (3). Tax Collector's 2% Damages (House Bill No. 14, Session 1932) 2,69 (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 (6) Printer's Fee for Advertising each separate subdivision 4,50 (6) Clark's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision .25 s 1,00 (7) Tax Collector---For each conveyance of lands sold to indivisduals \$1.00 _ TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR (9) 5% Damages on TAXES ONLY, (See Item 1). s. 6.71 (10) 1% Damages per month or fraction on 193/ taxes and costs (Item 8 -- Taxes and 23 costs only_ Months s 3481 150 (11) Fee for recording redemption 25cents each subdivision. (12) Fee for indexing redemption 15cents for each separate subdivision. كلار (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.). 4,00 4,00 (15) Fee for issuing Notice to Owner, each_ \$2 00_ (16) Fee Notice to Lienors s 5.00 (17) Fee for mailing Notice to Owner_ 00,00 (18) Sheriff's fee for executing Notice on Owner if Resident s 4,00 (19) 1% on Total for Clerk to Redeem 2,13 (20) GRAND TOTAL TO REDEEM from sale covering 19.81 taxes and to pay accrued taxes as shown above s*215.41* A 00 017.4 Excess bid at tax sale \$. 92.80 1453 .4.00 400 White - Your Invoice , Pink - Return with your remittence Canary - Office Cone 2,00 STATEOF MISSISSIPPI, County of Madison:

STATEOF MISSISSIPPI, County of Mississippi Mississip

5531

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, T. A. PATTERSON, L. L. PATTERSON, JR., RUDY POLK AND WIFE, PATRICIA POLK, JOE FILES AND WIFE, SUZANNE FILES, CON KENNETH MORRIS/AND WIFE, JANE BRYANT MORRISON, Grantors, do hereby remise, release, convey and forever quitclaim unto MADISON COUNTY, MISSISSIPPI, Grantee, all of our estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to wit:

Starting at the Northwest corner of Section 26,
Township 7 North, Range 1 East, Madison County,
Mississippi; thence South 89°47' East for a distance
of 1719.5 feet to a concrete marker; thence North
83°31' East for a distance of 335.7 feet to an iron
pin, said pin being the point of beginning of this
survey; thence South 06°32' East for a distance of
543.4 feet to an iron pin; thence South for a
distance of 2178.2 feet to an iron pin; thence West
for a distance of 10.0 feet to a point; thence South
for a distance of 151.2 feet to a point; thence East
along a curve with a radius of 35.0 feet for a
distance of 110.0 feet to a point; thence North for a
distance of 2328.0 feet to an iron pin; thence North
06°32' West for a distance of 551.6 feet to an iron
pin, thence South 83°31' West for a distance 60.1
feet to the aforesaid point of beginning.

The subject conveyance is for the purpose of dedication of a private road known as Whipporwill Road to Madison County, Mississippi, for maintenance and upkeep. In the event the subject road ceases to be used for public road purposes title shall revert to the Grantors, their heirs and/or assigns.

1984. WITNESS OUR SIGNATURES on this the 21th day of July

T. A. PATTERSON

R. L. Patterson, JR.

STATE OF MISSISSIPPI COUNTY OF MADISON

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

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 27th day of

NOTARY PUBLIC

Y COMMISSION EXPIRES:

8-16-37

STATE OF MISSISSIPPI

COUNTY OF MADISIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named L. L. PATTERSON, JR., who stated and acknowledged to me that he did

sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the Z7th day of July ..., 1984.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF Hind

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named RUDY POLK AND WIFE, PATRICIA POLK, 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 272 day of 39

. Treeg , 1984.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires Oct. 7. 193%.

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JOE FILES AND WIFE, SUZANNE FILES, 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 27 day of July , 1984.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

JUNE 27 1981

STATE OF MISSISSIPPI

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named KENNETH MORRISON AND WIFE, JANE BRYANT MORRISON, 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

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 27 day of

MY COMMISSION EXPIRES:

Grantor:

Grantee:

845-11(RE)/458

SPECIAL WARRANTY DEED

For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, I, VANGIE E. DAVIS, do hereby convey and warrant specially unto CARRIE M. SMOOT (also known as Carrie C. Smoot) that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Forty (40) feet evenly off the west side of Lot 12 and twenty-five (25) feet evenly off the west side of Lot 11 and fifteen (15) feet evenly off the east sides of Lots 13 and 14, all being in Block "A" of "Canton Heights", an addition to the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said addition now on file in Plat Book 3 at Page 71 thereof in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description.

The aforesaid property may also be described as beginning at the northwest corner of said Lot 12, thence run west 15 feet, thence south 100 feet, thence east 40 feet, thence north 50 feet, thence east 15 feet, thence north 50 feet, thence west 40 feet to the point of beginning.

This conveyance is executed subject to:

- (1) Zoning Ordinances and/or Governmental Regulations applicable to the above described property.
- (2) Ad valorem taxes for the year 1984 which grantee assumes and agrees to pay by the acceptance of this conveyance.
- (3) Exception of such oil, gas, and mineral rights as may now be outstanding of record.
- (4) Such liens and/or encumbrances, if any, against the above described property which may now be outstanding of record.

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

And, for the aforesaid consideration, the grantor herein does hereby transfer, set-over, and assign unto the grantee all of her right, title, and interest in and to any and all property and/or assets of the estate of Mary J. Mims, deceased.

WITNESS my signature this 30th day of July, 1984.

Vangie E. Davis

STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 198 PAGE 417

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

Given under my hand and official seal this the 30th day of

__, 1984.

(ŜEAL)

commission expires:

Address of Grantor: 1539 West 61st Street, Chicago, Illinois 60636.

Address of Grantee: 217 Boyd Street, Canton, Mississippi 39046

BILLY V. COOPER, Clerk

. . .. D. C.

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 all of which is hereby acknowledged, I, ROBERT E. ABERNATHY, JR. and BILLIE BERNADEENE ABERNATHY, do hereby convey and quitclaim unto MINNIE LEE ABERNATHY all of our right, title and interest in and to the following described land lying and being situated in Madison County, Mississippi, to-wit:

That certain Thirty-five and One-half (35-½) acre tract of land lying and being situated in Section 31, Township 8 North, Range 2 West, Madison County, Mississippi;

AND ALSO:

That certain Twenty (20) acre tract of land lying and being situated in Section 32, Township 8 North, Range 2 West, Madison County, Mississippi.

LESS AND EXCEPT:

A 3 acre parcel of land described as follows:

Commencing at the Southeast corner of the NW½ of the SW½ of Section 32, Township 8 North, Range 2 West, Madison County, Mississippi, rum North 400.0 feet to a point on the South side of Abernathy Road, thence North 77° 00' W along the South line of Abernathy Road for 17.0 feet to a point, said point hereinafter referred to as Point of Beginning; thence, South 52° 00' W, 509.0 feet; thence North 38° 00' for 340.0 feet; thence North 52° 00' E for 270.0 feet to the South line of Abernathy Road; thence South 71° 30' E along the South line of Abernathy Road for 288.0 feet; thence South 77° 00' E for 128.0 feet, more or less, along the South line of Abernathy Road to the point of beginning.

WITNESS OUR SIGNATURES on this the 26 day of March, 1984.

Color E Plus J.

BILLIE BERNADEENE ABERNATHY The

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named ROBERT E.

 $\mathcal{P} = \mathcal{P}_{\mathcal{F}}$ ABERNATHY, JR. and BILLIE BERNADEENE ABERNATHY, who each acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 26Th day of March, 1984.

My Commission Expires:

My Commission Expires Sept. 22, 1986

Grantor: Robert E. Abernathy, Jr. and Billie Bernadeene Abernathy Rt. 1, Flora, Ms. 39071

Ms. Minnie Lee Abernathy Rt. 1, Box 123-D ' Flora, Mississippi 39071 Grantee:

MISSISSIPPI, County of Madison:

By virtue of the authority conferred upon me by an Order of the Chancery Court of Madison County, Mississippi in Cause No. 26-711 dated the 20 day of January, 1984, I, JOHN W. CHRISTOPHER, Guardian of the estate of Wendy Lee Abernathy, a minor, do hereby convey unto MINNIE LEE ABERNATHY all the right, title and interest of Wendy Lee Abernathy, a minor, in and to the following described property lying and being situated in Madison County, Mississippi, to-wit:

That certain Twenty (20) acre tract of land lying and being situated in Section 32, Township 8 North, Range 2 West, Madison County, Mississippi, Madison County, Mississippi, and being the same 20 acre tract as described in Deed dated October 24, 1981 and recorded in Book 178 at Page 631 of the land records of Madison County, Mississippi.

WITNESS my signature this // day of January 1984.

John W. Christophed, Guardian of the estate of Wendy Lee Abernathy, a minor.

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JOHN W. CHRISTOPHER, Guardian of the estate of Wendy Lee Abernathy, a minor, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein written, being first authorized so to do." to do

Cucifiven Under My HAND and official seal on this // day of January 1984.

Notary Public Derch

My commission expires:

Optill.

John W. Christopher P. O. Box 522 Canton, Ms. 39046 Grantor:

Grantee: Ms Minnie Lee Abernathy Rt. 1, Box 123-D Flora, Ms. 39071

E OF MISSISSIPPI, County of Madison:

GUARDIAN'S DEED

43 · 4. 45 By virtue of the authority conferred upon me by an Order of the Chancery Court of Madison County, Mississippi in Cause No. 26-711 dated the 30 day of January, 1984, I, JOHN W. CHRISTOPHER, Guardian of the estate of Wendy Lee Abernathy, a minor, do hereby convey unto MINNIE LEE ABERNATHY all the right, title and interest of Wendy Lee Abernathy, a minor, in and to the following described property lying and being situated in Madison County, Mississippi, to-wit:

That certain Thirty-five and One-half (35-1/2) acre tract of land lying and being situated in Section 31, Township 8 North, Range 2 West, Madison County, Mississippi.

WITNESS my signature this 14 day of January, 1984.

of the estate of Wendy Lee Guardian Abernathy, a minor.

STATE OF MISSISSIPPI COUNTY OF MADISON

1040 1140

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JOHN W. CHRISTOPHER, Guardian of the estate of Wendy Lee Abernathy, a minor, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein written, being first authorized so to do.

GIVEN UNDER MY HAND and official seal on this //day of 1984.

(SEAL) My commission expires:

1986

Grantor: John W. Christopher

P. O. Box 522 Canton, Ms. 39046

Grantee:

Ms Minnie Lee Abernathy Rt. 1, Box 123-D Flora, Ms. 39071

STATE OF MISSISSIPPI, County of Madison: BILLY V. COOPER, Clark

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 sufficency of all of which is hereby acknowledged, I, Minnie Lee Abernathy, do hereby convey and quitclaim unto Robert E. Abernathy, Billie Bernadine Abernathy and Wendy Lee Abernathy, all of my right, title and interest in and to the property situated in the County of Madision, State of Mississippi, and being more particularly described as follows:

> Commencing at the Southeast Corner of the NWI/4 of the Commencing at the Southeast Corner of the NM1/4 of the SM1/4 of Section 32, TEN, RZW, Madison County, Mississippi run North for 400.0 feet to a point on the South Side of Abernathy Road, thence N77 00'W along the South line of Abernathy Road for 17.0 feet to a point said point hereinafter referred to as the point of beginning; Thence, S 52 00'W for 509.0 feet; Thence N 38 00'for 340.0 feet; Thence N 52 00'E for 270.0 feet; to the South line of Abernathy Road; Thence S 71 30'E for 288.0 feet along the South line of Abernathy Road for 288.0 feet; Thence the South line of Abernathy Road for 288.0 feet; Thence S 77 00'E for 128.0 feet, more or less along the South line of Abernathy Road to the point of beginning.

WITNESS MY HAND on this the _2/st day of December, 1983.

Minie LEE ABERNATHY

STATE OF MISSISSIPPI COUNTY OF 475159H-

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named Minnie Lee Abernathy, who, acknowledged to me that she signed the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2/3 day of December,

1983.

L.S. Sun'A p.

MY COMMISSION EXPIRES: Commission Expires July 2, 1984

Grantor:

and the straight of

Ms. Minnie Lee Abernathy Rt. 1, Box 123-D Flora, Ms. 39071

.

Grantee:

Robert E. Abernathy, Jr., Billie Bernadine Abernathy, and Wendy Lee Abernathy

Rt. 1, Flora, Ms. 39071

STATESOF MESTES PPI, County of Madison:

BILLY V. COOPER, Clerk
By D. C.

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 sufficency of all of which is hereby acknowledged, I, Minnie Lee Abernathy, do hereby convey and quitclaim unto Wendy Lee Abernathy, all of my right, title and interest in and to the property situated in the County of Madison, State of Mississippi, and being more particularly described as follows:

That certain Eighty (80) acre tract of land lying and being situated in Section 31, T8N, R2W, Madison County, Mississippi; less and except oil, gas and mineral rights, previously reserved.

WITNESS MY SIGNATURE, this the 2/42 day of December, 1983.

STATE OF MISSISSIPPI COUNTY OF *PADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named Minnie Lee Abernathy, who, acknowledged to me that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2/5 day of December,

1983.

NOTARY PUBLIC

MA COMMISSION EXPIRES:

Grantor:

Ms. Minnie Lee Abernathy Rt. 1, Box 123-D Flora, Mississippi 39071

Grantee:

Wendy Lee Abernathy Rt. 1, Flora, Ms. 39071

C. C		•
STATE QE MISSISSIBIL County of Madison:		
L. Billy V. Cooper, Clerk of the Chancery Court of	said County, certify that the within instrumen	t was filed
for record iff my office this .30. day of . July.		M., and
		<u> </u>
Witness my have and seal of office, this the of	AUG 1.198419	
COUNT	BILLY V. COOPER, CHIK	
	By M. Wright	,, D. C

GUARDIAN'S DEED

By virtue of the authority conferred upon me by an Order of the Chancery Court of Madison County, Mississippi, in Cause No. 26-711 on the docket of said Court, I, JOHN W. CHRISTOPHER, Guardian of the estate of WENDY LEE ABERNATHY, do hereby convey unto ROBERT E. ABERNATHY, JR. and wife, BILLIE BERNADEENE ABERNATHY, as joint tenants with the right of survivorship and not as tenants in common, all of the right, title and interest of Wendy Lee Abernathy, a minor, in and to the following described property, lying and being situated in Madison County, Mississippi, to-wit:

Commencing at the Southeast corner of the NW-1/4 of the SW-1/4 of Section 32, Township 8 North, Range 2 West, Madison County, Mississippi, run North 400.0 feet to a point on the South side of Abernathy Road, thence North 77°00'W along the South line of Abernathy Road for 17.0 feet to a point, said point hereinafter referred to as Point of Beginning; thence, South 52°00'W, 509.0 feet; thence North 38°00' for 340.0 feet; thence North 52°00'E for 270.0 feet to the South line of Abernathy road; thence South 71°30'E along the South line of Abernathy road for 288.0 feet; thence South 77°00'E for 128.0 feet, more or less, along the South line of Abernathy road to the point of beginning.

WITNESS my signature this 14 day of January 1984.

John W. Christopher, Guardian of the Estate of Wendy Lee Abernathy, a Minor.

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JOHN W. CHRISTOPHER, Guardian of the Estate of Wendy Lee Abernathy, a minor, who acknowledged to me that he signed the above and foregoing instrument on the day and year therein written, being first authorized so to do.

GIVEN UNDER MY HAND and official seal on this //day of Jehneary.

Wendy Lee Abernathy, By: Grantor: John W. Christopher, Guardian My commission expires: (124.26.486 P. O. Box 522, Canton, Ms. 39046

Grantees: Labort E. alperwetting 7
Riching Recognition Startenthy
R1, 7-Lores Mars Startenthy TAPE OF MISSISSIPPI, County of Madison:

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CANTON EXCHANGE BANK (A BRANCH BANK OF FIRST NATIONAL BANK OF JACKSON, MISSISSIPPI) TRUSTEE FOR ELIZABETH CAUTHEN, NELSON CAUTHEN, JR., ALEX CAUTHEN, BETH CAUTHEN AND MARY ANN CAUTHEN pursuant to the Trust set forth in the Last Will and Testament of Nelson Cauthen in Cause Number 21-622 on the Docket of the Chancery Court of Madison County, Mississippi, Grantor, does hereby convey and forever warrant unto HENRY LEE SPENCER and IRENE SPENCER, as joint tenants with full rights of survivorship and not as tenants in common, Grantees, the following described real property lying and being situated in City of Canton, *Madison County, Mississippi, to-wit:

Lot Eight (8) on the West side of First Avenue in Firebaugh's Addition to the City of Canton, Mississippi, according to the plat of said addition on file in the Chancery Clerk's Office in Canton, Mississippi.

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

- 1. City of Canton and 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: Grantor: 7/12ths; Grantees: 5/12ths
 - 2. City of Canton, Mississippi, Zoning Ordinance.
- 3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
- 4. Rights-of-way and easements for roads, power lines, and other utilities.

WITNESS OUR SIGNATURE on this the 30th day of July

CANTON EXCHANGE BANK, A BRANCH BANK OF FIRST NATIONAL BANK OF JACKSON, MISSISSIPPI, TRUSTEE FOR ELIZABETH CAUTHEN, NELSON CAUTHEN, JR., ALEX CAUTHEN, BETH CAUTHEN AND MARY ANN CAUTHEN CAUTHEN

BY: TLORA J. RIMMER, PRESIDENT

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named FLORA J. RIMMER, who stated and acknowledged to me that she is the President of Canton Exchange Bank, a Branch Bank of First National Bank of Jackson, Mississippi, Trustee, and as such 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 20 day of helin.

., 1984.

Juilly & Sweln Carl

Canton, Exchange Bank Canton, Mississippi 39046

Grantee: 212 1st Avenue Canton, Mississippi 39046

358-5(RE)/820

STATE OF MISSISSIPAL County of Madison:	
1, Billy Y. Goods Clerk of the Chancery	Court of said County cartify that the within instrument was filed
for record in my office us	1984 1984 1984 1984 19 Page (1)
my office. The hand of seal of office, this the	Court of said County Strifty that the within instrument was filed 19 1, at
Town 1	BILLY (V. COOPER, Gerk
	BILLY V. COOPER, Oferk By. J. L. L. J. J. J. D. C.

RELEASE FROM DELINQUENT TAX SALE (INDIVIDUAL)

DELINQUENT TAX SALE

STATE OF MISSISSIPPI, COUNTY OF MADISON BOOK 198 Approved App

6962 $N_{t\bar{t}}$

	Margie (dans)	1.09/1		DOLLARS (\$_	23/09
he sum	ne amount necessary to redeem the following described land in sa	d County and Stat	e, to wit:	_	
Jenig ti	DESCRIPTION OF LAND	SEC.	TWP.	RANGE	ACRES
					
	4A in NWH SE14 & Res- BK 131- 950	<u> </u>		<u> </u>	
i	Bu and	32	8	18	
	BK 131- 950	- 32	- 0	-74	
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1	said land assessed to Ellis adams and My	avei. Ad.	الماسم،		and sold on th
Which	said land assessed to Club Walland	digital said			_ uno som on m
	20 day of Sept 1982, to See	Ry VX	ne s-		
taxes t	hereon for the year 1981, do hereby release said land from all	claim or title of sau	d purchasei	on account of s	iaid sale,
1	IN WITNESS WHEREOF, I have hereunto set my signature and the	e seal of said offic	e on this th	e	day
	19 84 Billy	V. Cooper, Chang	ery Clerk		
(SEAL	By	S.F.	astre	m_	D.C
· }•	STATEMENT OF TAXES	AND CHARGES			•
	State and County Tax Sold for (Exclusive of damages, penalties, f	ees)			s <i>_144.88</i>
(1)	Interest				s <u>7.97</u>
(2)	Tax Collector's 2% Damages (House Bill No. 14, Session 1932)				s <u>290</u>
(3)	Tax Collector Advertising —Selling each separate described subdit				
	of no plus 25 cents for each senarate described subdivision	· · _ ·	<u> </u>		_s <i>/.25</i>
165	Printer's Fee for Advertising each separate subdivision		S1.00 d	each	_s <u>450</u>
(5)	Clerk's Fee for recording 10cents and indexing 15cents each subd	ivision, Total 25ce	nts each su	bdivision	<u>\$ ~~~</u>
(6)	Tax Collector—For each conveyance of lands sold to indivisduals	\$1,00		- '	s /00
	TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECT	OR			_s <u>/62.7</u>
(8)	5% Damages on TAXES ONLY. (See Item 1)				.s <u>- 7</u> 2
(9)	1% Damages per month or fraction on 198/ taxes and costs (Ite	m 8 Taxes and			00.
(10)	costs only Months				_s <u>37.4.</u>
J441	Fee for recording redemption 25cents each subdivision				_s, <u>,25</u>
(11)	Fee for indexing redemption 15cents for each separate subdivisio	n			_\$ <u>//U</u>
(12)	Fee for executing release on redemption				_s /_/_,
(13)	Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, H	ouse Bill No. 457.)			_8
[14]	Fee for issuing Notice to Owner, each			_\$2,00	_s <i>4.00</i>
(10)	Fee Notice to Lienors@ \$2,50 each				_s
(10)	Fee for mailing Notice to Owner			_\$1.00	_s <u>_ 2,00</u>
1101	Sheriff's fee for executing Notice on Owner if Resident			_\$4 00	_\$ <u>_ 8.09</u>
(10)	Success and excessing treatment of		то	TAĹ	<u>s_ સેર્રેલ્ડ</u>
1401	1% on Total for Clerk to Redeem				_s
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White Pink	e - Your Invoice - Return Williams	7	1		
Cana	A Contra could				
<i>i. 1</i>	TE OF MISSISSIPPI, County of Madison: I, Billy V, Coopers Clark of the Chancery Court of a	aid Caunta ea-	tify that	the within in	strument was
3 /	I, Billy V. Coopers Clerk of the Chancery Court of specord in my office this . 3.0 day of	ara County, Cer	ury unit	" Chalana	PM
for a	record in my office this . J.Q day of	, 19 <i>0</i> .9.	, at 🖙	-1. No 16 X	- Page (/)
1 1	Secretary August House But I	704 19	Bo	ок 1907. 7.6/0	11 L986 'A
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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, W. D. AKINS and R. N. EDMONDS, Grantors, do hereby convey and forever warrant unto GEORGIA P. ARNOLD, A SINGLE PERSON, Grantee, the following described real property lying and being situated in Canton, Madison County, Mississippi, to-wit:

Lot 4, Block 6, Academy Park Subdivision in the City of Canton, Madison County, Mississippi, as per Plat of record on Plat Slide A-146 in the office of the Chancery Clerk of Madison County, Mississippi.

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

- 1. City of Canton and 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: Times; Grantee: 5 mas.
 - 2. City of Canton, Mississippi, Zoning Ordinance.
- 3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
- 4. Rights-of-way and easements for public roads, power lines, and other utilities.
- 5. Restrictive covenants of record in Book 386 at page 481. in the office of the Chancery Clerk of Madison County, Mississippi.
- 6. A right of way to American Telephone and Telegraph Company dated June 21, 1946, and recorded in Book 39 at page 38 in the records in the office of the aforesaid Clerk.
- 7. A ten (10) foot utility and/or sewer easement as shown on plat of Academy Park Subdivision in the office of the aforesaid Clerk. Said easement being conveyed to the City of Canton, Mississippi, by right of way and easement dated May 18, 1963, and recorded in Book 89 at page 38 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES on this the 30 day of July, 1984.

W. D. AKINS-

R. N. EDMONDS

STATE OF MISSISSIPPI

<u>;</u> , - ·

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above stated, the within named W. D. AKINS AND R. N. EDMONDS, who stated and acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated.

GIVEN UNDER MY HAND and official seal this the 30th day

_, 1984. <u> Ailir</u> NOTARY PUBLIC

COMMISSION EXPIRES

GRANTEE: ' 433 Meadowlark Drive Apt. H-4 Canton, Ms. 39046

710-2(RE)/458 .

MIBSISSIPPI, County of Madison:

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

INDEXED

BOOK 198 PAGE 430

EASEMENT

C

FOR AND IN CONSIDERATION of sum of \$1,625.00 for the hereinafter described permanent easement, \$1,383.00 for the hereinafter described temporary easement and \$3,055.00 for damages, cash in hand paid, the receipt in sufficiency of which is hereby acknowledged, Mrs. Will Ratliff, Sr., a/k/a Annie Mae Ratliff, Mrs. Will Ratliff, Jr., a/k/a Mrs. Kathleen Ratliff, Mr. Will Ratliff, III, Mrs. Kathy Ratliff Watson and Mrs. Cecilia Shade, the sole and only heirs at law of Mr. Will Ratliff, Sr., does hereby sell, convey and forever warrant unto the City of Jackson, Mississipi, a municipal corporation, organized and existing pursuant to the laws of the State of Mississippi, an irrevocable and perpetual utility easement and temporary construction easement over and across the hereinafter described property for the purpose of permitting the City of Jackson, Mississippi, its successors and assigns to construct, operate and maintain thereon a sanitary sewer interceptor line, to wit:

A parcel of land 20 feet in width situated in the SEl/4 of Section 21, Township 7 North, Range 2 East, Madison County, Mississippi, the centerline of which being more particularly described as follows:

Commencing at a point on the South line of said owner that is located 913 ± feet West of the Southeast corner of Section 21, Township 7 North, Range 2 East, Madison County, Mississippi, run thence North 13°27' East for 123 feet. Thence run North 22°11' West for 422 feet to a point on said owners North line that is located 243 ± feet East of the West line of the Southeast Quarter of the Southeast Quarter of Section 21 and the end of this description. Total length is 545 feet.

There is also trasmitted herewith a 20 foot wide temporary construction easement along the west side and a 40 foot temporary construction easement along the east side of the above described line, both measured from the centerline of the above described perpetual utility easement, all as shown on the plat attached hereto.

It is agreed, and it is the intention of the parties hereto with reference to the temporary construction easement that the Grantee, as well as its assigns and successors shall have the right to use, occupy, cut trees, improve, grade, sod, ditch, drain or otherwise use for construction purposes the land described as and for a temporary construction easement for a

Mile Way Light

period of 24 months from the date of the execution of this easement. At the end of said 24 month period, a temporary construction easement shall revert to the Grantor, its successors, its assigns or legal representative.

The Grantor specifically reserves all surface rights to the property herein described and reserves the right to use the surface and to construct and maintain thereon improvements so long as said use does not impair or curtail the right of Grantee to maintain, repair and service the sewer line constructed on the property described herein. It is understood and agreed that prior to any construction the plans thereon shall be submitted to the City Engineer for his review and approval prior to the commencement of any construction.

WITNESS OUR SIGNATURES, this the 16 day of July 1984.

Civil Mae Kathiff
MRS. WILL RATLIFF, SR. A/K/A/
ANNIE MAE RATLIFF

MRS. WILL RATLIFF, JR. DR/K/H
MRS. KATHLEEN RATLIFF

MR. WILL RATLIFF, MA

MRS. KATHY RATLIFF WATEON

MRS. CECILIA SHADE

STATE OF MISSISSIPPI COUNTY OF Maked

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, MRS. WILL RATLIFF, SR., A/K/A ANNIE MAE RATLIFF, who, after being by me first duly sworn stated upon her oath that she signed and delivered the above and foregoing Easement on the day and the year therein mentioned for

the purposes therein stated, after having been authorized and directed so to do.

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

<u>July</u> 1984.

NOTARY PUBLIC

MY. COMMISSION EXPIRES:

STATE OF MISSISSIPPI COUNTY OF Makes

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, MRS. WILL RATLIFF, JR., A/K/A MRS. KATHLEEN RATLIFF, who, after being by me first duly sworn stated upon her oath that she signed and delivered the above and foregoing Easement on the day and the year therein mentioned for the purposes therein stated, after having been authorized and directed so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 16 day of

July, 1984.

NOTERY PUBLIC Henderson

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI COUNTY OF Madesian

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, MR. WILL RATLIFF, III, who, after being by me first duly sworn stated upon his oath that he signed and delivered the above and foregoing Easement on the day and the year therein mentioned for the purposes therein stated, after having been authorized and directed so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 1/2 day of

July, 1984.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

hoy of the harmon

Jage 4321/2 Bork 198

STATE OF MISSISSIPPI COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, MRS. KATHY RATLIFF WATSON, who, after being by me first duly sworn stated upon her oath that she signed and delivered the above and foregoing Easement on the day and the year therein mentioned for the purposes therein stated, after having been authorized and directed so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 16 day of ly 1984. City Commission Expires May 18, 1997

MY COMMISSION EXPIRES:

Menwith Hill Station

Harrogate, Yorkshire

England.

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, MRS. CECILIA SHADE, who, after being by me first duly sworn stated upon her oath that she signed and delivered the above and foregoing Easement on the day and the year therein mentioned for the purposes therein stated, after having been authorized and directed so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 28 day of

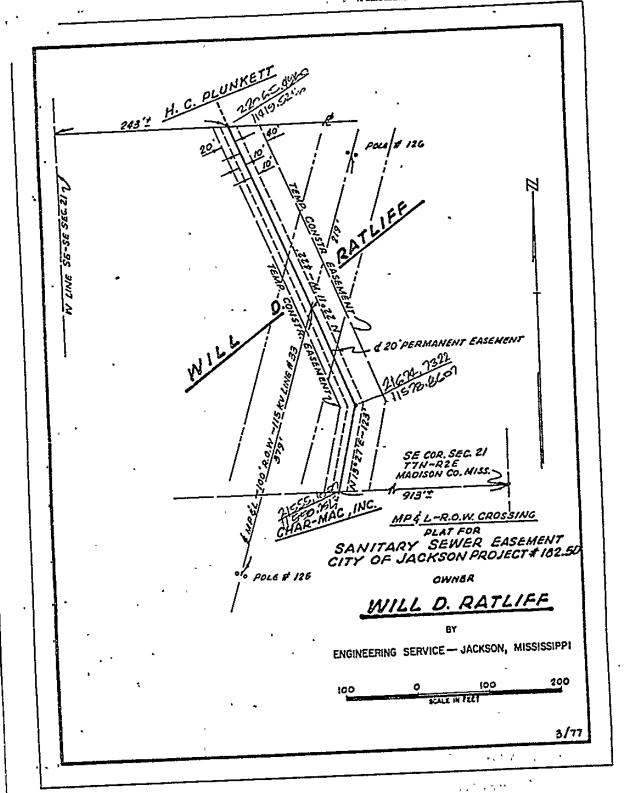
<u>μυνε</u>, 1984.

MY COMMISSION EXPIRES:

MAJ FC MILITARY COMMANDER

D. T. JANIGA

1 the undersigned, cortify that I am now o deral Service as a commissioned officer of the United States Army; that In such capacity I have the general powers of a Notary Public under the provisions of the Act of 10th August 1956 (70 A Stat 36), as amended by the Act of 6th July 1960 P.L. 86-589 and a seel is secured."



TATE OF MINSTAGIPPI, County of Madison:	corrify that the within instrument was filed
Choose Clerk of the Chancely Court of	said County, carried and Colook
And Andrews Street Control of Andrews of And	said County, certify that the within instrument was filed 19, at
for record in the state of day of	1 107 19 1004
was stuly, recorded on the state of the stat	AUG 1 1984, 19
Witness my hand and stal of office, this all	BILLY V. COOPER, Clerk By D. C.
The same of the sa	By
" A COLOR TO THE PARTY OF THE P	-1

EASEMENT

for the below described Permanent Easement and \$815.50 for the below described Temporary Construction Easement, cash in hand paid, the receipt in sufficiency of which is hereby acknowledged, Dr. David W. Fieselman, does hereby sell, convey and forever warrant unto the City of Jackson, Mississippi, a municipal corporation, organized and existing pursuant to the laws of the State of Mississippi, an irrevocable and perpetual utility easement and temporary construction easement over and across the hereinafter described property for the purpose of permitting the City of Jackson, Mississippi, its successors and assigns to construct, operate and maintain thereon a sanitary sewer interceptor line, to wit:

A parcel of land 20 feet in width situated in the Southwest Quarter of the Southeast Quarter (SW1 /4 SE1/4) of Section 33, Township 7 North, Range 2 East, Madison County, Mississippi, the center line of which being more particularly described as follows, to wit:

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 33, run thence North 88°54' West and along the South line of said Section 33 for a distance of 1,456.12 feet to the Point of Beginning; run thence North 12°22' East for a distance of 94.6 feet to a point; run thence North 50°55' East for a distance of 158.6 feet to the East line of the Southwest Quarter of the Southeast Quarter of said Section 33, and also being the point of terminance of the center line of the herein described 20 foot perpetual utility easement.

There is also transmitted herewith a 75 foot wide construction easement along the East side and a 25 foot wide construction easement along the West side of the above described line, both measured from the center line of the above described perpetual easement, all as shown on the plat attached hereto.

It is agreed, and it is the intention of the parties hereto with reference to the temporary construction easement that the Grantee, as well as its assigns shall have the right to use, occupy, cut trees, improve, grade, sod, ditch, drain or otherwise use for construction purposes the land described as and for a temporary construction easement, for a period of twenty-four (24) months from the date of the execution of this

easement. At the end of said twenty-four (24) month period, the temporary construction easement shall revert to the Grantor, his successors and his assigns.

The Grantor specifically reserves all surface rights to the property herein described and reserves the right to use the surface and to construct and maintain thereon improvements so long as said use does not impair or curtail the right of Grantee to maintain, repair and service the sewer line constructed on the property described herein. It is understood and agreed that prior to any construction the plans thereon shall be submitted to the City Engineer for his review and approval, prior to the commencement of any constitution.

WITNESS MY SIGNATURE, this the 26 day of July, 1984.

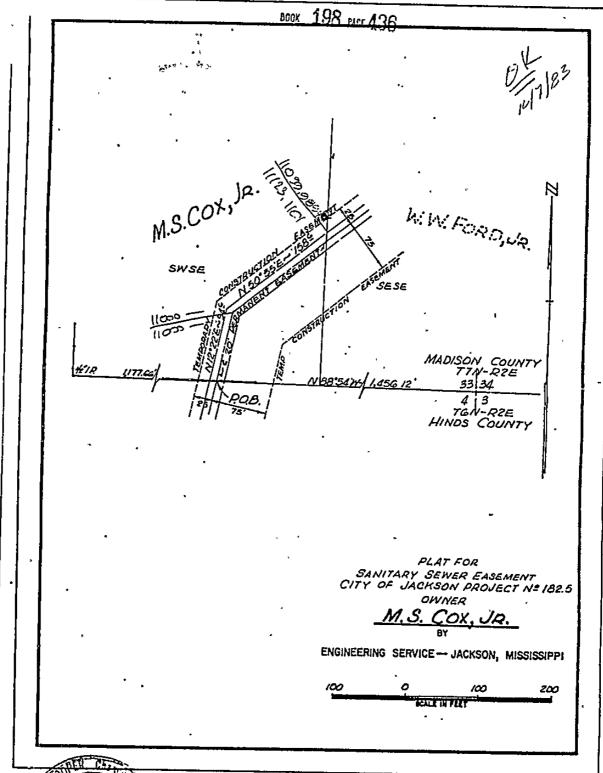
STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, DR. DAVID W. FIESELMAN, who, after being by me first duly sworn stated upon his oath that he signed and delivered the above and foregoing Easement on the day and the year therein mentioned for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the Zb day of

WUNTARY PUBLIC

TAY 7 THES



nd seal of office, this the BILLY, V. COOPER, Clerk
By...D. C.

. INDEXED' -

	B (00K TOO 11122 2-2	Granby Oaks Apt. 800 S	
	GRANTOR'S ADDRESS	Donald Bruce Mac	West Columbia, South C	arolina 29169
	GRANTEE'S ADDRESS	211 Madowla	ne Madison ni	<u>s. 39110</u> .
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	cash in hand paid a	ınd other good and valu	of Ten and Wo/100ths Dolla able consideration, the re DONALD BRUCE MACKAY and	ceipt of all
	do hereby sell, d	oint tenants with full	HERMAN F. CATERON and right of survivorship and	REBECCA G. not as
		ibed land and property	lying and being situated	ın <u>Madison</u>
	a su and <u>M</u> in F	record in the office o adison County at Plat Cabinet B at S	the map or plat thereof of f the Chancery Clerk of Canton , Mississi lide 28 , reference t	ppi,
	Whic	th map or plat is hereby this description.	y made in aid of and as a	part
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	restrictions, prote	ted from the warranty octive covenants, mineral affecting said proper	of this conveyance all bun al reservations and convey by.	lding ances, and
	prorated as of this determined, if the agree to pay the gr	date on an estimated l proration as of this da antees any deficit on a	es for the current year hat casis and when said taxes ate is incorrect, then the an actual proration and, 1 amount overpaid by them.	are actually grantors
	WITNESS <u>OUR</u>	_SIGNATURES, this the	26th day of <u>лиг</u> у	, 1984.
•		· (2)	Donald Bruce Mackay	ekang
•		<u>\(\frac{\fin}}}}}}{\frac}}}}}}}}}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\f{\frac{\frac{\frac{\fir}}}}}}}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\fra</u>	MULLAN () MOVALIA Lillian Abraham Mackay	Million
	STATE OF SOUTH CARO	LINA ·		, J
۱۸	COUNTY OF Lexing	ton.		
1	authorized by law the within named who acknowledged th	o take acknowledgements Donald Bruce Mackay an	ne the undersigned authoris in and for said County a d Lillian Abraham Mackay delivered the above and fowar therein mentioned.	nd State,
	GIVEN UNDER MY 1984.	HAND AND OFFICIAL SEAL	this the 26th day of 1	
	My Commission Expir	es:	NOTARY PUBLIC	
	12-10-90			me to the second
	18-10-70	_		
				The state of the s
<u></u>	EOF MISSISSI PI, Coun	ty of Madison:		FEET CONTRACTOR
SIAT	Billy V. Cooper Clerk	of the Chancery Court of s	aid County, certify that the with	in instrument was filed
for re was d	cord in my office the	day of Julay.		FigelyM. and

BODK 198 FACE 438

*`55*53

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 H. C. BAILEY CONSTRUCTION CO., INC., does hereby sell, convey and warrant unto LEE LELAND SHORT and wife, ANNTIPPIA DAWN SHORT as joint tenants with full rights of survivorship and not as tenants in common, the following described property lying and being situated in the Town of Madison, Madison County, Mississippi, to-wit:

Lot 94 of Stonegate, Part III, a subdivision in the Town of Madison, Mississippi, as shown by plat or map thereof on file and of record in Plat Slide B-31 of the records of the Chancery Clerk of Madison County, Mississippi.

The property herein conveyed is subject to those certain protective covenants recorded in Book 453 at Page 515 of the aforesaid records; also subject to easements reflected by the aforesaid plat of said subdivision; and also subject to the Zoning and Subdivision Regulation Ordinances of the Town of Madison.

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

Taxes for the year 1984 shall be prorated as of this date of this convevance.

H. C. BALLEY CONSTRUCTION CO., INC.

By:

Executive Vace-President

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the above named John King who acknowledged that he is the Executive Vice-President of the aforesaid corporation on the day, date and year as therein mentioned, he by said corporation being first so authorized to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 30th day of 1118

NOTARY PUBLIC

MY Commission Expires: My Commission Expires October 31, 1987

	And the same of th	
STATE OF MISSISSIPPL County of Madiso	n:	
I, Billy V. Cooper Clerk of the Char	ncery Court of said County, certify that the within instrumes 19%, at 7. W. o'close	nt was filed
The state of the s	0110 1 4004 70 Double 1 9 X == Double 1	议学
my office. Set if hand and seal of office, this	Stheof	۱۱۱ کرکانسد تا.
COUNTY S	BILLY V. COOPER, Clerk	
	By	, D. C.

- -

5559

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned WILLIAM A. BACON, 3909 Pinewood Drive, Jackson, MS 39211 and ROBERT W. WARREN, 3420 Galloway Ave., Jackson, MS 39216, Grantors do hereby sell, convey and warrant unto WILLIAM M. BOST, JR., C. J. KIRBY, JR. AND JON E. WINDHAM, P. O. Drawer 1099, Vicksburg, MS 39180, Grantees, the following described land and property situated in Madison County, and more particularly described as follows:

A certain parcel of land being situated in the Southeast Quarter of Section 36. Township 7 North, Range 1 East, Madison County, Mississippi and being part of Lots 23 and 24 of The Addition to Tougaloo Subdivision, containing 34,895.76 square feet or 0.8011 acres, more or less and being more particularly described as follows:

Commence at a one-half (½") rebar marking the Southeast corner of the aforesaid Section 36, Township 7 North, Range 1 East and run thence North 79 degrees 50 minutes 51 seconds West for a distance of 454.41 feet; run thence North 84 degrees 12 minutes West for a distance of 142.67 feet; run thence North 83 degrees 50 minutes 43 seconds West for a distance of 40.45 feet; run thence North 84 degrees 08 minutes 44 seconds West for a distance of 50.12 feet; run thence North 84 degrees 44 minutes 42 seconds West for a distance of 130.68 feet to a point on the North right-of-way line of Old County Line Road (as now laid out and in use, July, 1984); said point being the Point of Beginning of the parcel of land herein described; said point further being on a 00 degrees 39 minutes 46 seconds curve to the left, having a central angle of 03 degrees 19 minutes 43.4 seconds and a radius of 8.642.636 feet; turn thence left through a deflection angle of 00 degrees 38 minutes 19 seconds and run northwesterly along the arc of said curve and North right-of-way line of Old County Line Road, having a chord distance of 62.0 feet to a point; leaving the arc of said curve, turn thence right through a deflection angle of 25 degrees 34 minutes 04 seconds and run northwesterly along said North right-of-way line of Old County Line Road for a distance of 146.16 feet to the intersection of said North right-of-way line of Old County Line Road with the East right-of-way line of Interstate Highway No.55 (as now laid out and in use, July, 1984); leaving said North right-of-way line of Old County Line Road, turn right through a deflection angle of 65 degrees 44 minutes 15

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BOOK 198 PAGE 440

seconds and run northerly along said East right-of-way line of Interstate Highway No. 55 for a distance of 140.0 feet; leaving said East right-of-way line of Interstate Highway No. 55, turn thence right through a deflection angle of 85 degrees 36 minutes 54 seconds and run easterly for a distance of 181.0 feet; turn thence right through a deflection angle of 90 degrees 24 minutes 35 seconds and run southerly for a distance of 213.0 feet to the POINT OF BEGINNING.

TOGETHER with a perpetual, non-exclusive right-of-way and easement for ingress and egress on, over and across a twenty-four foot (24') wide tract of land described as follows, to-wit:

A certain parcel of land being situated in the Southeast 1/4 of Section 36, T7N-R1E, Madison County, Mississippi and being more particularly described as follows:

Madison County, Mississippi and being more particularly described as follows:

Commence at a one-half inch (1/2") rebar marking the Southeast corner of the aforesaid Section 36 and run thence North 79 degrees 50 minutes 51 seconds West for a distance of 454.41 feet; run thence North 84 degrees 12 minutes West for a distance of 142.67 feet; run thence North 83 degrees 50 minutes 43 seconds West for a distance of 40.45 feet; run thence North 84 degrees 08 minutes '44 seconds West for a distance of 50.12 feet to the intersection of the North right-of-way line of 01d County Line Road (as now laid out and in use, July, 1984) with the West right-of-way line of a proposed fifty foot (50') wide street; leaving said North right-of-way line of 01d County Line Road, turn thence right through a deflection angle of 85 degrees 58 minutes 18 seconds and run northerly along said West right-of-way line of a proposed fifty foot wide street for a distance of 221.47 feet to the POINT OF BEGINNING of the parcel of land herein described; leaving said West right-of-way line of a proposed fifty foot wide street, turn thence left through a deflection angle of 90 degrees 17 minutes 22 seconds and run westerly for a distance of 170.0 feet; turn thence right through a deflection angle of 90 degrees 42 minutes 38 seconds and run easterly for a distance of 170.0 feet; turn thence right through a deflection angle of 89 degrees 42 minutes 38 seconds and run easterly for a distance of 170.0 feet to a point on said proposed fifty foot wide street; turn thence right through a deflection angle of 89 degrees 42 minutes 38 seconds and run easterly for a distance of 170.0 feet to a point on said proposed fifty foot wide street; turn thence right through a deflection angle of 89 degrees 42 minutes 38 seconds and run easterly for a distance of 170.0 feet to a point on said proposed fifty foot wide street; turn thence right through a deflection angle of 89 degrees 17 minutes 22 seconds and run southerly along said West right-of-way line of a proposed f

GRANTORS except and reserve unto themselves, their heirs and assigns, a perpetual twelve foot sewer and/or water easement and right-of-way along and twelve feet west of the entire length of the eastern boundary of the above described parcel of property.

This easement for water and sewer purposes will be terminated and abandoned if unused for two (2) years from the date of this instrument. Further, if installation or maintenance of the water and sewer line is performed after Grantees or their assignee complete the pavement of their parking lot, Grantors or any other beneficiary of said easement must restore the fill and pavement to Grantees' satisfaction and at no cost to Grantees:

GRANTORS hereby covenant, promise and agree to and with the Grantees, their heirs, executors, administrators and assigns, that within the boundaries of the approximately 3.4 acre tract of land owned jointly by Grantors in parts of Lots 23, 24 and 25 of the Addition to Tougaloo, Madison County, Mississipi, Grantors will not sell any property for or to be used as a fast food restaurant with drive-through facilities, excepting specifically from this covenant the Grantor's sale to Shoney's, Inc.

Excepted from the warranty of this conveyance are any building and zoning restrictions, ordinances and regulations affecting subject property heretofore or hereafter adopted by the state, county, city, town or village in which any portion of the premises lie or by any other governmental authority having jurisdiction thereof, and all amendments or additions thereto which will be in force and effect on the date of this Warranty Deed.

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

WITNESS the signatures of the undersigned on this the $\overline{2.7}$ day of July, 1984.

STATE OF MISSISSIPPI

BOOK 198 FACE 442

COUNTY OF HINDS

personally appeared before me, the undersigned authority in and for said jurisdiction, the within named William A. Bacon and Robert W. Warren, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as their own act and deed.

Given under my hand and official seal of office this the AT

NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 6, 1985

STATE OF MISSISSIPRI, County of	of Madison: the Chancery-Court of said County, partify that the within instrumen	it was filed
for record in my diffice this .	the Chancery Court of said County, certify that the within instrument day of	M., and .739 in
Witness my mand and seed of o	office, this theof AVG 1 .1984 19 BILLY V. COOPER, Clerk	
TO THE PARTY OF TH	By D. Wrest	, D. C.

BOOK 198 PAGE 443

INDEXEDJ: SS63

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, the undersigned, BARRY ANN WARREN SMITH, INDIVIDUALLY and BARRY ANN WARREN SMITH, TRUSTEE OF THE ROBERT W. WARREN TRUST, do hereby sell, convey and quitclaim unto ROBERT W. WARREN, any and all of my right, title and interest that I may have and any and all of the Trust's right, title and interest that it may have in and to the following described land and property lying and being situated in Madison County, Mississippi', more particularly described as follows, to-wit:

A certain parcel of land being situated in the Southeast 1/4 of Section 36, T7N, R1E, Madison County, Mississippi, and being a part of Lot 24 of The Tougaloo Subdivision, containing 14,462.01 square feet or 0.332 acres, more or less and being more particularly described as follows:

acres, more or less and being more particularly described as follows:

Commence at a one-half inch (1/2") rebar marking the Southeast corner of the aforesaid Section 36, T7N, R1E and run thence North 79 degrees 50 minutes 51 seconds West for a distance of 454.41 feet; run thence North 84 degrees.12 minutes West for a distance of 142.67 feet; run thence North 83 degrees 50 minutes 43 seconds West for a distance of 40.45 feet; run thence North 84 degrees 08 minutes 44 seconds West for a distance of 50.12 feet; run thence North 84 degrees 44 minutes 42 seconds West for a distance of 130.68 feet; run thence North 85 degrees 23 minutes 01 seconds West for a distance of 62.0 feet; turn thence right through a deflection angle of 25 degrees 34 minutes 04 seconds and run northwesterly for a distance of 146.16 feet to the intersection of the North right-of-way line of Old County Line Road with the East right-of-way line of Interstate Highway No. 55 (as both are now laid out and in use, July, 1984); leaving said North right-of-way line of Old County' Line Road, turn thence right through a deflection angle of 65 degrees 44 minutes 15 seconds and run northeasterly along said East right-of-way line of Interstate Highway No. 55 for a distance of 140.0 feet to the POINT OF BEGINNING of the parcel of land herein described; continue thence northeasterly along said East right-of-way line of Interstate Highway No. 55 for a distance of 89.03 feet; leaving said East right-of-way line of Interstate Highway No. 55 for a distance of 89.03 feet; leaving said East right-of-way line of Interstate Highway No. 55 for a distance of 89.03 feet; leaving said East right-of-way line of Interstate Highway No. 55 for a distance of 89.03 feet; leaving said East right-of-way line of Interstate Highway No. 55 for a distance of 89.03 feet; leaving said East right-of-way line of Interstate Highway No. 55 for a distance of 89.03 feet; leaving said East right-of-way line of Interstate Highway No. 55 for a distance of 89.03 feet; leaving said East right-o

turn thence right through a deflection angle of 85 degrees 25 minutes 41 seconds and run southerly for a distance of 73.54 feet; turn thence right through a deflection angle of 89 degrees 35 minutes 25 seconds and run westerly for a distance of 181.0 feet to the POINT OF BEGINNING.

AND ALSO:

A certain parcel of land being situated in the Southeast 1/4 of Section 36, T7N-R1E, Madison County, Mississippi, and being a part of Lot 24 of The Touglaoo Subdivision, containing 8,479.25 square feet or 0.1947 acres, more or less and being more particularly described as follows:

acres, more or less and being more particularly described as follows:

Commence at a one-half inch (1/2*) rebar marking the Southeast corner of the aforesaid Section 36, T7N-RIE and run thence North 79 degrees 50 minutes 51 seconds West for a distance of 454.41 feet; run thence North 84 degrees 12 minutes West for a distance of 142.67 feet; run thence North 83 degrees 50 minutes 43 second West for a distance of 40.45 feet; run thence North 84 degrees 08 minutes 44 seconds West for a distance of 50.12 feet to the intersection of the North right-of-way line of Old County Line Road (as now laid out and in use, July, 1984) with the West right-of-way line of a proposed fifty foot (50') wide street; leaving said North right-of-way line of Old County Line Road, turn thence right through a deflection angle of 85 degrees 58 minutes 18 seconds and run northerly along said West right-of-way line of a proposed fifty foot (50') wide street for a distance of 221.47 feet to the POINT OF BEGINNING of the parcel of land herein described; leaving said West right-of-way line of a proposed fifty foot (50') wide street, turn thence right through a deflection angle of 90 degrees 17 minutes 22 seconds and run westerly for a distance of 130.0 feet; turn thence right through a deflection angle of 90 degrees 24 minutes 35 seconds and run easterly for a distance of 73.54 feet; turn thence right through a deflection angle of 96 degrees 51 minutes 41 seconds and run easterly for a distance of 130.78 feet to a point of said proposed fifty foot (50') wide street; said point being on a 33.2119 degree curve to the right, having a central angle of 96 degrees 18 minutes 28 seconds and run easterly for a distance of 130.78 feet to a point of said proposed fifty foot (50') wide street and said curve, having a chord distance of 3.20 feet to the Point of Tangency of said curve; turn thence right through a deflection angle of 00 degrees 31 minutes 53 seconds and run southerly along said West right-of-way line of a proposed fifty foot (50') wide stree

800K 198 PAGE 445

Barry Ann Warren Smith, Trustee, further warrants that as Trustee she is authorized and empowered to sell the above described property as provided in that certain Irrevocable Trust Agreement executed by Robert W. Warren, as Trustor and Barry Ann Warren Smith, as Trustee, dated November 30, 1977, and recorded in Book 438 at Page 105 in the Office of the Chancery Clerk of Madison County, Mississippi.

Witness my signature this the ATH day of

Darry ann Warren SMITH,
INDIVIDUALLY

Larry BARRY ANN WARREN SMITH, TRUST OF THE ROBERT W. WARREN TRUST

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named BARRY ANN WARREN SMITH, INDIVIDUALLY and as TRUSTEE OF THE ROBERT W. WARREN TRUST, who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

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

MY COMMISSION EXPIRES:

MISSISSIPPI, County of Madison:

BILLY V COOPER, Clerk

800K 198 FATE 446

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, the undersigned, ROBERT W. WARREN, do hereby sell, convey and quitclaim unto BARRY ANN WARREN SMITH, and BARRY ANN WARREN SMITH, TRUSTEE OF THE ROBERT W. WARREN TRUST dated November 30, 1977, and subject to all the terms and conditions of said trust, with each Grantee to receive one-half (1/2) of any and all right, title and interest that I may have in and to the following described land and property lying and being situated in Nadison County, Mississippi, more particularly described as follows, to-wit:

A certain parcel of land being situated in the Southeast 1/4 of Section 36, T7N, R1E, Madison County, Mississippi, and being part of Lot 24 of The Addition to Tougaloo Subdivision, containing 25,461.60 square feet or 0.584 acres, more or less and being more particularly described as follows:

Commence at a one-half inch (1/2") rebar marking the Southeast corner of the aforesaid Section 36, T7N, R1E and run thence North 79 degrees 50 minutes 51 seconds West for a distance of 454.41 feet; run thence North 84 degrees 12 minutes West for a distance of 142.67 feet; run thence North 83 degrees 50 minutes 43 seconds West for a distance of 40.45 feet; run thence North 84 degrees 08 minutes 44 seconds West for a distance of 50.12 feet; run thence North 84 degrees 44 minutes 42 seconds West for a distance of 130.68 feet; run thence North 85 degrees 23 minutes 01 seconds West for a distance of 62.0 feet; turn thence right through a deflection angle of 25 degrees 34 minutes 04 seconds and run northwesterly for a distance of 146.16 feet to the intersection of the North right-of-way line of Old County Line Road (as now laid out and in use, July, 1984) with the East right-of-way line of Interstate Highway No. 55 (as now laid out and in use, July 1984); leaving said North right-of-way line of Old County Line Road; turn thence right through a deflection angle of 65 degrees 44 minutes 15 seconds and run northeasterly along said East right-of-way line of Interstate Highway No. 55 for a distance of 229.03 feet to the POINT OF BEGINNING of the parcel of land herein described; continue thence northeasterly along last mentioned call and East right-of-way line of Interstate Highway No. 55 for a distance of 100.0 feet to the intersection of said East right-of-way line of Interstate Highway No. 55 for a distance of 100.0 feet to the intersection of said East right-of-way line of Interstate Highway No. 55 for a distance of 100.0 feet to the intersection of said East right-of-way line of Interstate Highway No. 55 with the South right-of-way line in the present County Line Road; leaving

said East right-of-way line of Interstate Highway No. 55, turn thence right through a deflection angle of 92 degrees 29 minutes 08 "seconds and run southeasterly along said South right-of-way line of the present County Line Road for a distance of 179.25 feet; turn thence right through a deflection angle of 22 degrees 50 minutes 57 seconds and run degrees 50 minutes 57 seconds and run southeasterly along said South right-of-way line of the present County Line Road for a distance of 91.48 feet; turn thence right through a deflection angle of 17 degrees 15 minutes 36 seconds and run southeasterly along said South right-of-way line of present County Line Road for a distance of 54.62 feet to the intersection of said South right-of-way line of a proposed fifty foot (50') wide street; said point being on a 33.2119 degree curve to the right, having a central angle of 85 degrees 18 minutes 28 seconds and a radius of 172.5156 feet; turn thence right through a deflection angle of 38 degrees 06 minutes 59 seconds and run southeasterly along the arc of said curve and West right-of-way line of said proposed fifty foot (50') wide street, having a chord distance of 24.85 feet; leaving said West right-of-way line of said proposed fifty foot (50') wide street, having a chord distance of and curve the right through a deflection angle of 102 degrees 14 minutes 30 seconds and run westerly for a distance of 130.78 feet; turn thence left through a deflection angle of 02 degrees 17 minutes 22 130.78 feet; turn thence left through a deflection angle of 02 degrees 17 minutes 22 seconds and run westerly for a distance of 175.38 feet to the POINT OF BEGINNING.

A MELLONIAN TO

Said undivided interest of the Trust in said real estate shall be dealt with, managed and controlled in accordance with all of the terms and provisions of said Irrevocable Trust Agreement executed by Robert W. Warren, as Trustor and Barry Ann Warren Smith, as Trustee, said Irrevocable Trust Agreement being recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Book 438 at Page 105, et seq.

Barry Ann Warren Smith, Trustee, executes this instrument to acknowledge that she accepts and receives such property in accordance with the terms and provisions of the said "Robert W. Warren Trust" dated November 30, 1977 and will manage and control the same in accordance with all of the terms and provisions of said Trust Agreement.

Witness my signature this the 27 day of find

Worsen Just a BARRY ANN WARREN SMITH, TRUSTCE

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named ROBERT W. WARREN and Barry Ann Warren Smith, Trustee in that certain Irrevocable Trust Agreement styled "Robert W. Warren Trust" dated November 30, 1977, who acknowledged that they signed, executed and delivered the above and foregoing deed on the day and year therein mentioned.

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

MY COMMISSION EXPIRES:

My Commission Expires Jan. 5, 1985

STATE OF MISSISSIPPI, County of Madison:

| Billy V. Cobres Clerk of the Chancery Court of said County certify that the within instrument was filed for record in the clerk of the Chancery Court of said County certify that the within instrument was filed for record in the clerk of the chancery Court of said County certify that the within instrument was filed for record in the clerk of the chancery Court of said County certify that the within instrument was filed for record in the clerk of the chancery Court of said County certify that the within instrument was filed for record in the clerk of the chancery Court of said County certify that the within instrument was filed for record in the clerk of the chancery Court of said County certify that the within instrument was filed for record in the clerk of the chancery Court of said County certify that the within instrument was filed for record in the clerk of the chancery Court of said County certify that the within instrument was filed for record in the clerk of the chancery Court of said County certify that the within instrument was filed for record in the clerk of the chancery Court of said County certify that the within instrument was filed for record in the chancery court of said County certify that the within instrument was filed for record in the chancery county of the county of the chancery county of the county of the chancery county of the chancery

[INDEXED]

BOOK 198 PAGE 449

WARRANTY DEED IN LIEU OF FORECLOSURE

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, JAMES T. METZ and wife, TERESA K. METZ, do hereby sell, convey and warrant unto DAC MORTGAGE COMPANY, a Mississippi corporation, the following described land and property situated in Madison County, State of Mississippi, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTIONS

This conveyance is given in Lieu of Foreclosure by DAC Mortgage Company of the Deed of Trust executed by James T. Metz and wife, Teresa K. Metz on the 6th day of August, 1981, recorded in Book 490 at Page 254. Acceptance of this deed shall satisfy the indebtedness evidenced by the Promissory Note as provided for in said Deed of Trust. The undersigned do hereby warrant that the title conveyed hereby is marketable fee simple title subject only to those certain Deeds of Trust dated April 1, 1978, recorded in Book 441 at Page 794 and Book 441 at Page 796 and taxes for the current year.

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

Witness our signatures this the 27 day of July

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid county and state, the within named James T. Metz and Teresa K. Metz who acknowledged that they signed and delivered the foregoing instrument on the date and year therein mentioned

Witness my hand and seal of office this

NOTARY PUBLIC

My Commission Explies Sept. 20, 200

TRACT 1: Commence at the Northwest corner of Section 22, Township 9 North, Range 4 East, Madison County, Mississippi; thence East for 1365.8 feet; thence South 00 degrees 20 minutes West for 1401.0 feet, to the Northwest corner of Lot 10 Ratliff's Retreat Subdivision Part One as now recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Slide A-153 (formerly Plat Book 5 at Page 49); thence South 88 degrees 30 minutes East along the North line of Lot 10 for 394.2 feet; thence continue South 88 degrees 30 minutes Fast for 491.0 feet; thence South 00 degrees 20 minutes West for 205.4 feet to a point, said point hereinafter referred to as the point of beginning; thence continue South 00 degrees 20 minutes West for 616.2 feet to the Northwest corner of Lot 2; thence South 88 degrees 30 minutes East for 429.8 feet to the Northeast corner of Lot 1; thence North 00 degrees 12 minutes West for 616.3 feet along existing old fence; thence North 88 degrees 30 minutes West for 423.91 feet to the point of beginning. The above described tract contains 6.03 acres situated in the NW 1/4 of Section 22, Township 9 North, Range 4 East, Madison County, Ms.

TRACT 2: Lots 1 and 2 of Ratliff's Retreat Subdivision, Part One as now on file in the office of the Chancery Clerk of Madison County, Mississippi, and is recorded in Plat Slide A-153 (formerly Plat Book 5 at Page 49), and being more particularly described as follows: The point of beginning being the Southwest corner of Lot 2; thence North 00 degrees 20 minutes East for 380.8 feet; thence South 88 degrees 30 minutes East for 429.8 feet to the Northeast corner of Lot 1; thence South 00 degrees 20 minutes West for 380.8 feet to the North line of a public road; thence North 88 degrees 30 minutes West along the North line of said public road for 429.8 feet to the point of beginning. The above described tract contains 3.76 acres situated in the NW 1/4 of Section 22, Township 9 North, Range 4 East, Madison County, Ms.

TRACT 1: Commence at the Northwest corner of Section 22, Township 9 North, Range 4
East, Madison County, Mississippi; thence East for 1365.8 feet; thence South 00 degrees 20 minutes West for 1401.0 feet to the Northwest corner of Lot 10 Ratliff's
Retreat Subdivision, Part One as now recorded in the office of the Chancery Clerk of
Madison County, Mississippi in Plat Slide A-153 (formerly Plat Book 5 at Page 49);
thence South 88 degrees 30 minutes East along the North line of Lot 10 for 394.2
feet to a point, said point hereinafter referred to as the point of beginning; thence
South 00 degrees 20 minutes West for 616.2 feet, along the East line of said Ratliff's
Retreat Subdivision, Part One; thence South 88 degrees 30 minutes East for 275.5 feet to the Northwest corner of Lot 2 Ratliff's Retreat Subdivision, Part
One; thence North 00 degrees 20 minutes East for 616.2 feet; thence South 88 degrees
30 minutes East for 423.91 feet; thence North 00 degrees 29 minutes 52 seconds East
for 205.4 feet; thence North 88 degrees 30 minutes West for 915.5 feet to the point
of beginning. The above described tract contains 10.25 acres situated in the NW 1/4
of Section 22, Township 9 North, Range 4 East, Madison County, Mississippi.

TRACT 2: Lot 3 of Ratliff's Retreat Subdivision, Part One as now on file in the office of the Chancery Clerk of Madison County, Mississippi in Plat Slide A-153 (formerly Plat Book 5 at Page 49), more particularly described as follows: Commencing at the Northeast corner of the intersection of a East-West paved public road and North-South gravel public road, said point being the Southwest corner of Ratliff's Retreat Subdivision, Part One; thence South 88 degrees 30 minutes East along the North line of aforementioned East-West public road for 609.70 feet to a point, said point hereinafter referred to as the point of beginning; thence continue South 88 degrees 30 minutes East along the North line of said public road for 275.5 feet; thence leaving the North line of said public road run North 00 degrees 20 minutes East for 380.8 feet; thence North 88 degrees 30 minutes West for 275.5 feet; thence South 00 degrees 20 minutes West for 380.8 feet to the point of beginning. The above described lot is a partion of Ratliff's Retreat Subdivision, Part One located in the NW 1/4 of Section 22, Township 9 North, Range 4 East, Madison County, Mississippi and contains 2.41 acres.

All of the above described property lying and being situated in the SE 1/4 NW 1/4 of Section 22, Township 9 North, Range 4 East, Madison County, Ms.

SIGNED FOR IDENTIFICATION

BOOK 198 FACE 451

INDEXED 5565

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, CHARLES YOUNG AND CARRIE YOUNG, do hereby convey and warrant unto SALLIE LUCKETT, the following described property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

WARRANTY DEED

Wi of Lot 2, Block "C" of Carrol Smith Addition to the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said addition now on file in the Chancery Clerk's Office for said County, reference to said map or plat being here made in aid of and as a part of this description.

WITNESS OUR SIGNATURES, this the 26th day of July, 1984.

CHARLES YOUNG CARRIE YOUNG

STATE OF MISSISSIPIP

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in in and for said County and State, the within named CHARLES YOUNG and CARRIE YOUNG, who, being by me first duly sworn, stated on oath that the matters and facts contained in the foregoing Warranty Deed are true and correct as stated therein.

CHARLES YOUNG

CARRIE YOUNG

CARRIE YOUNG

SWORN TO AND SUBSCRIBED before me, this the 26th day of July, 1984.

MOTARY PUBLIC

(SEAL)

AY COMMISSION EXPIRES:

My Commission Expires December 5, 1987

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THE REPORT OF THE PARTY OF THE	7
Control of the contro	ate at a ske wishin instrument was filed
Billy & Cooper tierk of the Chancery Court	of said County, certify that the within instrument was filed 19
for record in my office the day of .	7 19 2 at Co clocks
day of . AUG.	1 1984 , 19 Book No/. J. Jon Page in
my office, this the man of office, this the	ALIC 1 100A 10
my office. Witness my handland seal of office, this the	'01 · U(AA' · '- '100a · · · · · · · · · · · · ·
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WINT	By D. Willet D.C.

STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 198 PACE 452

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, CHARLES L. PENN and LYNN THOMASON, PENN, do hereby convey and warrant unto JR. Sev h. SAMUEL O. WEEMS and DEBORAH J. WEEMS, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property, to wit:

Lands of Charles L. Penn and Lynn Thomason Penn, situated in the City of Canton, Madison County, Mississippi, described

Seventy (70) feet evenly off the east side of Lot No. 47 on the south side of East Center Street when described with reference to the map of the City of Canton, Madison County, Mississippi, made by George and Dunlap in 1898 now on file in the Chancery Clerk's office for said county, reference to said map being here made in aid of and as a part of this description; the above described property fronts 70 feet on the south side of East Center Street and extends back south between parallel lines a distance of 200 feet.

SUBJECT ONLY TO THE FOLLOWING:

- Subject to zoning ordinances for the City of Canton which were adopted September 2, 1958.
- 3. Subject to the prior conveyance, exception, or reservation of oil, gas or other minerals by prior owners.

WITNESS OUR SIGNATURES this 3151 day of July, 1984. Der Penn ILMLagne Lynn Thomason Penn

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me the undersigned authority, in and for the above county and state, the within named Charles L. Penn and Lynn Thomason Penn, who acknowledged that they did sign, execute and deliver the above and foregoing Warranty Deed as and for their free act and deed on the day and date therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME this State of July, 1984.

My Commission Expires April 27, 1988.

My Commission Expires April 27, 1988.

Billy S. Cooper deerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office the day of AUG 1984 19 Book No. Jon Page 2. Zinny office.

Witness my handling seal of office, this the AUG 1984 19 BILLY V. COOPER, Clerk

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

BOOK 198 PACE 453

5574

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten and no/100 pollars (\$10.00), cash in hand this date paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Robert B. Dyess and William S. Millican (Grantors) do hereby sell, convey and warrant unto Reliance Realty, Inc., a Mississippi corporation (Grantee), the following described land and properly lying and being situated in Ridgeland, Madison County, Mississippi, to-wit:

0.301 Acres in Lot 24 of the survey known as "Addition to Tougaloo" situated in Section 36, T 7 N, R 1 E, City of Ridgeland, Madison County, Mississippi, more fully described as follows:

Begin at the iron pin marking the Northeast corner of Lot 24 of "Addition to Tougaloo" and proceed thence:

- (1) Westerly along the North line of Lot 24 for 86.15 feet to an iron pin; thence,
- (2) Southerly through an angle to the left of 93° 54' for 128.46 feet to a point on the North line of the Right-of-Way for County Line Road (Relocated); thence,
- (3) Southeasterly through an angle to the left of 57° 45' along the North line of the Right-of-Way for County Line Road (Relocated) for 101.65 feet to a point on the East line of Lot 24; thence,
- (4) Northerly through an angle to the left of 122° 15' along the East line of Lot 24 for 176.71 feet to the Point of Beginning.

The above-described property is conveyed subject to the following: (1) Prior reservations of oil, gas and other minerals by previous owners; and (2) all rights of way, easements, protective covenants and building restrictions of record, including but not limited to:

(a) Right of Way dated October 9, 1975, filed on October 24, 1975 at 9:00 A.M., recorded in Book 142 at Page 223, executed by R. W. Warren to Mississippi Power & Light Company.

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(b) All covenants or other restrictions on the land imposed by the City of Ridgeland, Mississippi or Madison County, Mississippi.

Although the Grantors warrant no minerals or mineral interest in, on or under the subject property as part of this conveyance, the Grantors do sell, convey and quitclaim unto Grantee any interest that Grantors now own, in any oil, gas or other minerals lying in, on or under the subject property.

It is agreed and understood that ad valorem taxes and other assessments against the subject property for the current year shall be paid by Grantee.

WITNESS OUR SIGNATURES, this the 27th day of Quely 1984.

STATE OF MISSISSIPPI COUNTY OF <u>Finds</u>

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 Robert B. Dyess and William S. Millican, who acknowledge that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

of GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the 27th day

Consission expires:

တ်ခြင်းလိုင်ရှိတို့ Box 16054 ရှိုင်နှစ်ကြီး Mississippi 39206

GRANTEE:

3420 Galloway Avenue Jackson, Mississippi 39216

SIPPI, County of Madison: and seal of office, this the . BILLY V. COOPER, Clerk By D. Wuster D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of \$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 Reliance Realty, Inc., a Mississippi corporation, does hereby sell, convey and warrant unto Robert B. Dyess and William S. Millican, as tenants in common, the following described land and property situated in the City of Ridgeland, County of Madison, State of Mississippi and more particularly described in Exhibit "A" attached hereto. Exhibit "A" is fully incorporated and made a part of this Warranty Deed. This conveyance is made subject to and there is excepted from the warranty hereof all zoning ordinances and building restrictions of the City of Ridgeland and of Madison County, Mississippi, all prior reservations of oil, gas and other minerals by previous owners, all rights of way, easements, protective covenants of record and unpaid taxes to the City of Ridgeland and County of Madison for the year 1983.

Grantor does hereby quitclaim its ownership in any oil, gas or other minerals in, on, or under the subject property to Grantees.

Grantees have agreed to assume payment of ad valorem taxes for the years 1983 and 1984.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on this the 27 day of July, 1984.

RELIANCE REALTY, INC.

5 / /5

Title:

STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, _____

Low

BOOK 198 PAGE 456

Robert W. Warren , who is the Phraident Reliance Realty, Inc., who acknowledged that for and on behalf of the corporation, he signed, sealed and delivered the foregoing Warranty Deed on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the 27# day of July, 1984.

Grantors' Address:

P. O. Box 16054 Jackson, MS 39206

Grantee's Address: 3420 Galloway Ave. Jackson, MS 39216

EXHIBIT "A"

2.008 Acres in Lot 12 of the survey known as "Addition to Tougaloo" situated in Section 36, T J N, R 1 E, City of Ridgeland, Madison County, Mississippi more fully described as follows:

Begin at the iron pin marking the Southwest corner of Lot 12, "Addition to Tougaloo" and proceed thence:

- (1) Northerly along the West line of Lot 12 for 289.04 feet; thence,
- (2) Easterly through an angle to the right of 92° 31' 31" for 303.57 feet to a point on the West line of the Right-of-way for Ridgewood Road; thence,
- (3) Southerly through an angle to the right of 87° 43' 44" along the West line of the Right-of-Way for Ridgewood Road for 289.13 feet to a point on the South line of Lot 12; thence
- (4) Westerly through an angle to the right of 92° 16' 16" along the South line of Lot 12 for 303.23 feet to the Point of Beginning.

Signed for Identification:

RELIANCE REALTY,

•	•		
STATE OF MESOS IPPI, County	of Madison: f,the Chancery-Court of sai	d County certify that the ma	ALT.
Mille Cooper Clerk of tor record within a tild the was duly recorded on the my office.	day of AUG 1	1984 19	clock
COUNT MAN AND SEAL OF			
		By	1. J. 1, D. C.

PRESIDENT

11 5577

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, Wendel Ivy, Grantor, does hereby convey and forever warrant unto J. W. Wiltcher and Lee RoySanders as tenants in common, Grantees, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 105 feet on the north side of Mississippi State Highway No. 16 in the Cigy of Canton, Madison County, Mississippi, and more particularly described as beginning at the intersection of the north line of Mississippi State Highway No. 16 with the west line of Pecan Street as shown on the plat of Maris Town Addition as recorded in the Chancery Clerk's office of Madison County, said point of beginning also being 30.5 feet measured westerly along the north side of said highway from the southwest corner of Block "E" of the Maris Town Addition, and from said point of beginning, being 30 feet from the center line of said highway run North 10 degrees 00 minutes East for 210 feet along the west side of Pecan Street to a point; thence North 80 degrees 21 minutes West for 129 feet to a point; thence South 03 degrees 07 minutes West for 200 feet to a point on the north line of Mississippi State Highway No. 16; thence South 73 degrees 53 minutes East for 105 feet along the north line of said highway to the point of beginning, all lying and being situated in the SE1/4 NW1/4, Section 20, Township 9 North, Range 3 East, Canton, Madison County, Mississippi.

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

- 1. The Grantor and Grantees hereby covenant that no part of the above described property shall be used as a restaurant or fast food business engaged in the business of selling food for consumption on the premises. That any violation of this restrictive covenant by the Grantees, their heirs or assigns without the written permission of the Grantor, his heirs or assigns, shall entitle the Grantor, his heirs or assigns to an action at law or equity for damages or such other relief as is proper against the grantees, their heirs or assigns. This covenant is to remain in effect for a period of 10 years from date.
 - 3. City of Canton Zoning Ordinance.
- 4. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under-

the subject property.

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

WITNESS MY SIGNATURE on this the Z day of July, 1984.

WENDEL IVY

STATE OF MISSISSIPPI COULTY OF MADISON

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

GIVEN UNDER MY HAND and official seal this the 27 day

Elmy L. Tilgere NOTARY PUBLIC

P.COMMISSION: EXPIRES:

My Control Store Expires November 3, 1987

Grantor:

Route 4, Box 162-A Canton, MS 39046

Grantee:

Post Office Box 682 Canton, MS 39046

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INDEXED

STATE OF MISSISSIPPI,

CCUNTY OF MADISON.

GENERAL WARRANTY DEED

For and in consideration of the sum of Ten Dollars, and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of all of which are hereby acknowledged, we, the undersigned, Sammy L. Thrasher and wife, Virginia B. Thrasher, bargain, sell, convey, and warrant to Virginia B. Thrasher and son, Freddy L. Thrasher, as joint tenants with the right of survivorship, and not as tenants in common, the following described land and real estate, together with all appurtenances and hereditaments thereunto appertaining and rr and State of belonging, located in the County of Madison, Mississippi, viz:

Lot 10 of Twin Lake Heights according to Plat thereof on file and of record in Plat Book 5 at page 26 of the records of the Chancery Clerk of Madison County, Mississippi, LESS AND EXCEPT 25 feet evenly off of the eastern end thereof.

The mailing address of the grantors and of the grantees is Route 1, Box 238-A, Kosciusko, Mississippi 39090.

WITNESS our signatures on this the 24% day of July, 1984.

STATE OF MISSISSIPPI,

COUNTY OF ATTALA.

Personally appeared before me, the undersigned authority in and for said county and state, the within named SAMMY L. THRASHER and wife, VIRGINIA B. THRASHER who severally acknowledged that they signed and delivered the foregoing instrument on the date therein mentioned as and for their own free act and deed.

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

(SEAL) My commission expires

, INDEXED

(水) 大計

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, IRENE WILLIAMS of 434 East Baker Street, Flint, Michigan 48505, do hereby sell, convey and warrant unto PERCY JACKSON and MARSHALL JACKSON, husband and wife of Route 1, Box 132, Madison, Mississippi 39110, as joint tenants with full right of survivorship, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing 2.44 acres, more or less, lying and being situated in the N½ SW½ of Section 10, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Beginning at the SE corner of the Irene Williams property as conveyed by deed recorded in Deed Book 134 at Page 605 in the records of the Chancery Clerk of said county, and run S 89°47'W along the common south line of said Williams Tract and north line of the Jackson tract and its extension (Deed Book 448, Page 693) for 510 feet to the SE corner of the Bennett Tract (Deed Book 136, Page 416); thence N 00°13'W for 208.7 feet to the NE corner of said Bennett Tract; thence N 89°47'E for 510 feet to a point on the east line of said Williams Tract; thence S 00°13'E for 208.7 feet to the point of beginning.

Grantor reserves an easement of 30 feet evenly off the east end of the above described property for access to adjacent lands.

WITNESS MY SIGNATURE, this the 24th day of July, 1984.

TRENE WILLIAMS

STATE OF MICHIGAN

COUNTY OF GENESEE

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named IRENE WILLIAMS, who, acknowledged that she did sign and deliver the foregoing instrument on the day and year therein mentioned as for her act and deed.

Drine Williams

SWORN TO AND SUBSCRIBED before me, this the 24th day of July, 1984.

(SEAL)

MY COMPLESION EXPIRES:

APRIL 9, 1985

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

INDEXED"

គ្នី១៩ដ N^{1}

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

the : bein	sum of June ty - Aug Co flace of 12/1	County and Sta	te towit:	_DOLLARS (S	29·13/j
_	DESCRIPTION OF LAND	SEC	TWP.	RANGE	ACRES
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	+ Blda		-		,
_	BK 105 - 453				
	BK 161 - 771	32	0	15.	
		000			
Whic	th sold land assessed to Ellis Adams	<u></u>			and sold on a
	th sold land assessed to Ellin (Idams) 20 day of 19 82 to Brain	Alex W	Min	ases	_ and sold on t
taxe	s thereon for the year 19 do hereby release said land from all clar	m or title of said	Lourchaser	on account of a	nid enla
	IN WITNESS WHEREOF Thave hereunto set my signature and the s	eal of said office	on this the	<u> </u>	day
_	19 <u>84</u> Billy V.	Cooper, Chance	ry Clerk		
(SEA		1.70	rober	41	, D.C
	STATEMENT OF TAXES AN				
(11)	State and County Tax Sold for (Exclusive of damages, penalties, fees)			. 35
	Interest			•	s .19
(3)	Tax Collector's 2% Damages (House Bill No. 14, Session 1932)				s .07
(4)	Tax Collector Advertising Selling each separate described subdivision	n as set out on a	ssessment r	oll	
	S1.00 plus 25cents for each separate described subdivision		_		s 125
(5)	Printer's Fee for Advertising each separate subdivision		S 1-00-0	ch_	s 3650
(6)	Clerk's Fee for recording 10cents and indexing 15cents each subdivisi				
(7)	Tax, Collector For each conveyance of lands sold to indivisduals \$1.0	00			100
(8)	TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR				
(9)	5% Damages on TAXES ONLY. (See Item 1)				18
(10)	1% Damages per month or fraction on 19 8/ taxes and costs (Item 8	Taxes and			246
	costs only Months				<u>~ 440</u>
	Fee for recording redemption 25cents each subdivision				
(12)	Fee for Indexing redemption 15cents for each separate subdivision				3
	Fee for executing release on redemption				100
	Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House				
(15)	Fee for issuing Notice to Owner, each		s		_
	Fee Notice to Lienors @ \$2,50 each _ '				<u> </u>
	Fee for mailing Notice to Owner				1,00
(18)	Sheriff's fee for executing Notice on Owner if Resident			4.00 \$	
	•		TOTA	L	26.83
	1% on Total for Clerk to Redeem	·			-027
20)	GRAND TOTAL TO REDEEM from sale covering 19 📶 taxes and to				<u> 27.12</u>
		Rec	<u>ear</u>		2.00
êxces	s bid at tax sale S. Beadley Welleam	الر مفعا	2 6/0-	•	29113
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	E OF MISSISSIPPL County of Madison:	•			
7/	, Billy V. Cooper Clerk of the Chancery Court of said C	county, certify	that the	within instru	iment was fi
or re	cord in my office 11 . 31. day of . July	. , 19 8.4,	at .//. se	P. o'clook	α
vas d	luty recorded on fire day of AUG . 4. 1984 .	, 19	, Book	No./."7&on P	age :X-(a
(A 0	Misness my hard and seal of office, this theof	G 1 1984		9	,
	NATIONAL PROPERTY OF THE PARTY			- •	
	W1711	. 521	LLV V. C	OOPER, Çler	k /

1:

WARRANTY DEED

IN CONSIDERATION OF THE SUM of Eight Thousand (\$8,000.00) Dollars cash in hand raid, and the further consideration of Twenty Five Hundred (\$2,500.00) Dollars due undersign4d as evidencêd by note and deed of trust of even date herewith, the receipt and sufficiency which is hereby acknowledged, I, EDWARD JACKSON, grantor, by virtue of the authority conferred upon me by Fower of Attorney, dated March 6, 1984 and of recond in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 196 at page 703, do hereby convey and warrant unto CURTIS BROOKINS, grantee, the following described land and property situated in Madison County, Misssissippi, to-wit:

A parcel of land fronting 244.8 feet on the east side of U.S. Highway No. 51, containing three (3) acres, more or less, lying and being situated in the S 1/2 SW 1/4, Section 36, Township 9 North, Range 2 East, Madison County, Eississippi and more particularly described as follows:

Beginning at the intersection of the south line of said Section 36 with the east R.C.W. line of said Highway No. 51 and run east along said section line for 691.16 feet to a point; thence North for 208.7 feet to a point; thence West for 565.75 feet to a point on the east R.O.W. line of said Highway; thence Southwesterly along said R.O.W. line and its curve for 244.8 feet to the point of beginning.

Grantor agrees to pay the 1984 ad valorem taxes.

The above land is no part of grantor's homestead.

WITNESS MY SIGNATURE, this 31 day of July ,1984. VE LIENCE DOCKE

STATE OF MISSISSIFFI COUNTY OF MADISON

FERSONALLY AFFEARED before me, the undersigned authority in and for the jurisdiction above mentioned, EDWARD JACKSON, who acknowledged to me that he did sign and deliver the foregoing instrument on the date and for the rurposes therein stated.

GIVEN UNDER MY HAND and official seal on this 3/ D.C. -MY COMMISSION EXFIRES: 1-4

Grantor's ADDRESS: 864 W. Fulton Street - Canton, MS. 39046 Grantee's-ADDRESS: 1429 N. Laramie Street - Chicago, Illinois 60651

BILLY, V. COOPER, Clerk

STATE OF MISSISSIPPI BOOK 198 PAGE 465 COUNTY OF MADISON

1 ' Ş

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, EVA M. JOHNSON a/k/a EVA MAE S. JOHNSON, do hereby sell, convey and warrant unto LARRY B. HAMLIN and KATIE L. HAMLIN, as joint tenants with full rights of survivorship, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 48 feet on the east side of First Avenue and being Lot 25, Firebaughs Addition, less 2 feet evenly off the North side thereof, Canton, Madison County, Mississippi.

This conveyance is executed subject to the following exceptions:

- 1. Ad valorem taxes for the year 1984 shall be paid 7/12ths by the Grantor herein and 5/12ths by the Grantees herein.
- Zoning Ordinances and Subdivision Regulations of the City of Canton, Mississippi, and Madison County, Mississippi.
- 3. Grantor conveys unto Grantees all minerals which she may own lying in, on and under the above described property.

EXECUTED this the 31 day of July, 1984.

Esta In, Gohnson EVA M. JOHNSON a/k/a EVA MAE S. JOHNSON

*.

GRANTOR'S	ADDRESS:	
315	1st ane	
Canta	ns 39046	

GRANTEES' ADDRESS:

Larry B. Hamlin and Katie L. Hamlin 319 First Avenue Canton, Mississippi 39046

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named EVA M.

JOHNSON a/k/a EVA MAE S. JOHNSON, who acknowledged that she signed, executed and delivered the above and foregoing instrument on the day and year therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 3/

NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:

My Commission Expires April 27, 1988.

-

Bob 198

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, J. H. WILSON, JR. and LUVERTA W. MARTIN, does hereby sell, convey and warrant unto C. ROLLINS BROWN, JR., W. GILMORE, AND DAN BOUNDS d/b/a BGB, a partnership, the land and property lying and being situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Commencing at Northwest corner of Lot 5, Block 32, Section 31, Township 7 North, Range 2 East, Madison County, Mississippi; thence North 89 degrees 05 minutes East, 10.0 feet to a point on the East Right of Way of Ridgewood Road; thence South along said East Right of Way 120.0 feet to the Point of Beginning. Thence North 89 degrees 05 minutes East, 363.0 feet to a point; thence South 145.0 feet to a point; thence South 89 degrees 05 minutes West, 363.0 feet to a point on the East Right of Way of Ridgewood Road; thence North 145.0 feet to the Point of Beginning. Containing an area of 1.208 acres.

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

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

WITNESS THE SIGNATURES of the Grantors, this the $\frac{18}{100}$ day of March, 1977.

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, J. H. Wilson, Jr. and Luverta W. Martin, who acknowledged that they signed and delivered the above and foregoing

instrument on the day and year therein mentioned.

Given under my hand and seal of office, this the

ON EXPLES

MISSISSIPPI, County of Madison:

Book 198 page 469

5594

94 PACE 655 BOOK

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

INGLESIDE ASSOCIATES

FILED

COMPLAINANTS

vs.

ALL PERSONS

s JUN 1 1984

· DEFENDANTS

ORDER VACATING STREETS

Came this day Complainants-Petitioners, HARRIS B. HENLEY, SR., REBECCA WILLIAMS HENLEY, HARRIS BRAND HENLEY, JR., JAMES WILLIAMS HENLEY, WILLIAM SAUNDERS HENLEY, JOHN HARTFIELD HENLEY, CHARLES PATTON HENLEY, ROSS EAMES HENLEY, JOAN H. ROPER, JANE S. ROPER, SALLIE L. ROPER, REBECCA ROPER THOMPSON, WILLIAM S. HAMILTON, ELIZABETH W. CARR, AND DEPOSIT GUARANTY NATIONAL BANK, a National Banking Corporation organized and doing business in the State of Mississippi, TRUSTEE OF THE SALLIE H. WILLIAMS TRUST, and INGLESIDE ASSOCIATES, and O. J. SHARPE and wife, IRMA B. SHARPE, P. W. BOZEMAN and wife, MINNIE JENNINGS BOZEMAN, and WILLIAM C. SMITH, JR., praying that certain roadways or streets be closed and vacated and did respectfully show unto the court the following facts:

I.

- (a) That Petitioner, Ingleside Associates, is a general partnership organized and existing under the laws of the State of Mississippi.
- (b) That Petitioners, O. J. Sharpe and wife, Irma B. Sharpe are residents of Madison County, Mississippi.
- (c) That Petitioners P. W. Bozeman and wife, Minnie · Jennings Bozeman are residents of Madison County, Mississippi.
- (d) That Petitioner, William C. Smith, Jr. is a resident of Hinds County, Mississippi.
- (e) That the following Petitioners are residents of the various states as herein shown: Harris B. Henley, Sr., Rebecca Williams Henley, Harris Brand Henley, Jr., James Williams Henley, John Hartfield Henley, Charles Patton Henley, and Ross Eames Henley are residents of Copiah County, Mississippi; William Saunders Henley, Joan H. Roper and Jane S. Roper are residents of

 Rec. in Book 94 Page 055

 The day of Man 1984

 Billy V. Gopel C.C.

 By Manual D.C.

BOOK 94 PACE 656

Hinds County, Mississippi; William S. Hamilton is a resident of Madison County, Mississippi; Elizabeth W. Carr is a resident of Jasper County, Mississippi; Sallie L. Roper is a resident of Cook County, Illinois; Rebecca Roper Thompson is a resident of Jefferson County, Kentucky; and the Deposit Guaranty National Bank is a banking corporation organized and doing business in the State of Mississippi, and is acting in its trust capacity, all of whom are collectively referred to herein as "Henley-Hamilton et al".

II.

- (a) That the partnership Petitioner is the owner of a certain parcel of land containing approximately 144 acres, located in Madison County, Mississippi, hereinafter referred to as Tract I, a description of which tract is attached hereto as "Exhibit A" and made a part hereof by reference.
- (b) That Petitioner William C. Smith, Jr. is the owner of two tracts of land containing approximately 16 acres and as described on said Exhibit "A" as Tract II.
- (c) That Petitioners Henley-Hamilton et al are the owners of Tract III as shown and described on Exhibit "A". Tract I, II, and III comprise and are hereinafter referred to as "subject property."
- (d) That Petitioners O. J. Sharpe and wife, Irma B. Sharpe are the owners of that part of Section 25, T8N-R1E which abuts road "C" as shown on Exhibit "B" as hereinafter referenced.
- (e) That Petitioners P. W. Bozeman and wife, Minnie Jennings Bozeman are the owners of Lot 18 of Engleside Farms, a subdivision as hereinafter set forth and described which abuts the East end of road "C" on the South side.

III.

That a plat of the Subject Property as reproduced in the office of the Chancery Clerk of Madison County, Mississippi, and as drawn to scale was attached as "Exhibit B" and made a part of the petition by reference, and the same showing the location

BOOK 198 FAGE 471

BOOK 94 1/26 657

of the Subject Property and its location relative to the surrounding land and the highway and road systems.

TV.

- Mississippi Highway No. 463 and is a part of what is known as Engleside Farms, a subdivision according to a map or plat thereof, which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 1 at Page 34 (35), reference to which is hereby made. Petitioners made notes on said plat to the extent of showing Highway 463 and giving an arbitrary designation to the streets. Petitioners sought to alter or change the plat of said Engleside Farms to the extent of vacating certain streets, roadways or thoroughfares as shown on said plat. That the streets hereinafter referred to were shown on said plat attached to the petition and identified as streets "A", "B", "C", and "D", and are marked in four colors.
 - (b) That the street "A" which Petitioners seek to close is scaled and estimated on said plat as being 40 feet in width and having no name, and runs from the South line of Section 35 on the South northerly and westerly to the East line of the said Mississippi State Highway 463 on the West; that the street is bounded on both sides by the property belonging to those certain individuals named as Complainants, and said street is bounded on each side by one or more of the following lots: 5, 6, 8, 9, 11,. 12, 13, 14, 17, 19, 20, 21 and 22. That all of said 40-foot property the easement is street That said street has never been Complainants-Petitioners. opened, used or improved and runs across hilly, wooded land or cultivated land. That there is no street or dedicated strip lying West of Petitioners' property, Highway 463 being the West line of Petitioner's property as far as this matter is concerned.
 - (c) That street "B" which Petitioners seek to close is scaled and estimated to be 40 feet in width and is bounded by street "A" on the South and by street "C" on the North; that

BOOK 94 PAGE 658

Petitioners own all of the land on both the East and West sides of said 40-foot road, designated herein as street "B".

- (d) That street "C" which Petitioners seek to close is scaled and estimated to be a 40-foot road or street and an Easterly extension of street "B" after the same reaches the North line of Section 35. Said street "C", in Section 35, is bounded on the North by certain of the Petitioners and in Section 36 is bounded on the North by the property of O. J. Sharpe and wife, Irma B. Sharpe. Also, Petitioners own all of the land on the South side of said street "C".
- (e) That street "D" which Petitioners seek to close is bounded on the North by street "A" and on the South by Engleside Springs and lies wholly within Lot 8, with the same being owned on the East and West sides by the Petitioners, Henley-Hamilton et al.

v.

Further, as to said streets "A", "B", "C", and "D", Petitioners did show that they are the owners of all lots on each side of said streets and no other parties are involved or entitled to any notice, with the exception of Mary Jackson, who is an adult resident citizen of Madison County, Mississippi, whose place of residence is Route 1, Box 230, Madison, Mississippi 39110, who is the owner of the property abutting the South end of said road "A" and which property of Mary Jackson is in the Northeast 1/4 of Section 2, Township 7 North, Range 1 East.

That O. J. Sharpe and wife, Irma B. Sharpe did join in the Petition as abutting property owners and did petition the court to close said street "C", inasmuch as the said O. J. Sharpe and wife, Irma B. Sharpe own all of the property abutting said street in the Southwest 1/4 of Section 25, Township 8 North, Range 1 East.

That P. W. Bozeman and wife, Minnie Jennings Bozeman did join in this Petition as abutting property owners and did petition the court to close said street "C", inasmuch as the said

BOOK 94 FACE 659

P. W. Bozeman and wife, Minnie Jennings Bozeman own all of the property abutting said street in Lot 18, Engleside Farms aforementioned.

VI.

That the area is adequately served by streets and roads and that no purpose would be served by keeping the streets as platted; that none of the roads sought to be closed are improved or are marked by ditches or to the best of Petitioners' knowledge used by any persons as a road or public thoroughfare; that no person to the best of Petitioners' knowledge and belief has acquired any prescriptive right in and to any of said roadways or easements; that no person will be adversely affected thereby and Petitioners would be benefitted in that the land will be more productive and marketable.

VII.

That upon said street being closed the effect of this order shall be to vest title in and to said streets in the Complainant-Petitioners (with the exception of O. J. Sharpe and wife, Irma B. Sharpe), as their interests may appear, whether undivided or separate, or joint or several, in whatever capacity as abutting property owners; that none of the roadway "C" should vest in Petitioners O. J. Sharpe and wife, Irma B. Sharpe, since none of the roadway "C" was platted or taken from their property at the time Engleside Farms was platted and laid out or from the property of their predecessors.

VIII.

The property included in this decree lies in Section 35 and 36, Township 8 North, Range 1 East, Madison County, Mississippi, which property was patented and conveyed by the United States of America to various patentees, and by and through said patentees and mesne conveyances, the property passed to Frank T. Scott who caused the same to be platted and subdivided into Engleside Farms subdivision. From thence said property was conveyed to the various Petitioners.

BOOK 94 PACE 660

IX.

That publication of summons has been made for any and all persons having or claiming any interest in or who feel disposed to object to the vacating of or the closing of any street or roadway above described, commanding them to appear at a proper time, to-wit: June 1, 1984 at 9:00 a.m., And No one Aff-Aking.

WHEREFORE, PREMISES CONSIDERED, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the street "A" as the same is described hereinabove and that street "B" as described hereinabove and that street "D" as described hereinabove and that street "D" as described hereinabove and as shown on the plat aforesaid are hereby abandoned, closed and vacated and that the title to same is vested in Petitioners as their interest may appear and that no other person or persons has any interest in said streets; further the Court does hereby order and decree that the Chancery Clerk of Madison County is hereby authorized and directed to note on the face of said plat that said streets are closed and vacated and that the plat is hereby so amended.

ORDERED, ADJUDGED AND DECREED, this the 15 day of June,

1984.

CHANCELLOR

Attorney for Petitioner

Ronnie C. Dortch TAYLOR, COVINGTON, SMITH & MATRICK P. O. Drawer 2428 Jackson, Mississippi 39205

CENT CALLED		
STATE OF MISSISSIPPI, Coun	ty of Madison:	
Billy V. Spaper, Clerk	of the Chancery, Court of said County, certify	that the within instrument was filed
for record in my office this	1. day of Ungust 19.84	19:00 o'clock a M. and
was duly recorded on the	of the Chancery Court of said County, certify day of	Book No. 98 on Page S. Sin
my officer	of office, this the	
Wishess my hand and seal of	· · · · · · · · · · · · · · · · · · ·	•
COUNT	Solution	LY V. COOPER, Clerk
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INDEXED **5**595

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

LARRY B. STEWART, ET AL

MERCHANTS NATIONAL BANK and C. E. SOREY, II

ILED JUL 27 1984 BILLI V. COOPER

PLAINTIFF

NO. 26,880

DEFENDANTS

AGREED ORDER OF DISMISSAL

THERE CAME on for hearing this day the above styled and numbered civil action and there having been announced to the Court that the parties have agreed and stipulated as to all facts, issues and findings of fact, and the Court having heard and considered same, the Court now finds as follows, to-wit:

- 1. That the Chancery Court of Madison County is vested with jurisdiction over the subject matter of this lawsuit and the parties pursuant to the pleadings filed in this case.
- 2. That all parties should pay their respective attorney fees and court costs for this litigation.
- 3. That the purported foreclosure held on April 27, 1984, by W. C. Way; Trustee, should be held to be null and void.
- 4. That the Defendant, Merchants National Bank, Vicksburg, Mississippi, should advance the sum of \$34,200.00 to Harry Stewart, Sr. and Betty Stewart upon the entry of this Order as an advancement of the equity held by Harry Stewart, Sr. and Betty Stewart by virtue of an equitable interest in the first deed of trust. The Defendant, Merchants National Bank, Vicksburg, Mississippi, should further advance an additional sum of \$34,200.00 to Harry Stewart, Sr. and Betty Stewart on the day of the foreclosure sale to be held by Merchants National Bank, Vicksburg, Mississippi, as beneficiary under the said deed of trust described in paragraph 5 of this Order. This foreclosure sale shall proceed as fast as Rec. in Book 95 Page 313
 The 37 Page 313
 Billy 10.C.

BOOK 95 PAGE 244

Stewart, Sr. and Betty Stewart against their equity in said deeds of trust on the day of foreclosure and date of entry of this Order should be \$68,400.00.

- 5. That the deed of trust dated May 23, 1983, executed by Harry A. Stewart, Jr. and Carolyn A. Stewart to W. C. Way, Trustee for Harry A. Stewart, Sr. and Betty Stewart, beneficiaries recorded in Book 514 at Page 430 of the Records of Mortgages and Deeds of Trust on Land in the Chancery Clerk's office in Madison County, Mississippi and subsequently assigned by Harry A. Stewart, Sr. and Betty Stewart to Merchants National Bank, Vicksburg, Mississippi by assignment recorded in Deed Book 514 at Page 633 of the Madison County Land Records should be foreclosed by the Defendant, Merchants National Bank, Vicksburg, Mississippi. The Defendant, Merchants National Bank, Vicksburg, Mississippi, should substitute C. E. Sorey, II and Phillip Nelson as joint Trustees to conduct the sale as soon as possible.
- 6. The parties agree that the deed of trust dated May 23, 1983, executed by Eddie Ray Ellis and Laura S. Ellis to W. C. Way, Trustee for Harry A. Stewart, Sr. and Betty Stewart, beneficiaries, recorded in Book 514 at Page 418 of the Records of Mortgages and Deeds of Trust on Land in the Chancery Clerk's office in Madison County, Mississippi and subsequently assigned by Harry A. Stewart, Sr. and Betty Stewart to Merchants National Bank, Vicksburg, Mississippi by assignment recorded in Deed Book 514 at Page 632 of the Madison County Land Records should be foreclosed by the Defendant, Merchants National Bank, Vicksburg, Mississippi. The Defendant should substitute C. E. Sorey, II and Phillip Nelson as joint Trustees to conduct the sale as soon as possible.
- 7. That the Trustee's deed executed by W. C. Way, Trustee, to Larry B. Stewart which is recorded in Deed Book 195 at Page 701 of the Madison County Land Records should be declared null and void.

BOOK 198 PAGE 477.

BOOK 95 FATE 245

- 8. That the Trustee's deed executed by W. C. Way, Trustee, to Larry B. Stewart, which is recorded in Deed Book 196 at Page 01 of the Madison County Land Records should be declared null and void.
- 9. That Larry B. Stewart should execute a Quitclaim deed for any right, title or interest he may have received by virtue of the Trustee's deeds described in paragraphs (6) and (7) of this Order.
- 10. That Merchants National Bank, Vicksburg, Mississippi is entitled to the money paid into court by Lee Pennebaker for the lease of the disputed land in the principal sum of \$10,000.00 plus whatever interest shall have accrued. The same to be disbursed by the Clerk when this final Order is entered. In addition, all parties agree that the final payment of this lease in at least the sum of \$8,000.00 to be paid by Mr. Pennebaker should be paid directly to Merchants National Bank, Vicksburg, Mississippi on or before December 1, 1984, in accordance with the terms of the lease approved by this Court.
- 11. That Merchants National Bank, Vicksburg, Mississippi should receive the net proceeds of the wheat crop paid into the registry of the Court in the principal sum of \$8,008.00 plus accrued interest to be disbursed by the Clerk when this final Order is entered.
- . 12. That Harry Stewart, Sr. and Betty Stewart-are entitled to the claim against the Madison County Co-op Gin (AAL) for their failure to pay Merchants National Bank, Vicksburg, Mississippi, secured party the proceeds from the cotton seed in the approximate amount of \$6,000.00 or to any higher amount they might receive. Merchants National Bank, Vicksburg, Mississippi should give the parties an assignment of all its interest to the said proceeds so that Harry Stewart, Sr. and Betty Stewart can pursue the same.

BOOK 95 PACE 246

- 13. That Harry Stewart, Sr. and Betty Stewart are entitled to the proceeds of the cotton to be ginned by Madison County Co-op Gin (AAL), which is presently being held on the property of said gin and that Merchants National Bank, Vicksburg, Mississippi, should give an assignment to Harry Stewart, Sr. and Betty Stewart to allow them to pursue the collection of the same. This amount is estimated at a minimum of \$5,000.00 worth of cotton.
- 14. That there should be reserved unto Harry A. Stewart, Sr. and Betty Stewart the right to pursue additional claims against Merchants National Bank, Vicksburg, Mississippi, not a part of this litigation. That Merchants National Bank, Vicksburg, Mississippi should continue its cause of action against Harry A. Stewart, Sr. and Betty Stewart in their Warren County Circuit Court action numbered 13,409. In addition, Mr. and Mrs. Stewart, Sr. may pursue their claims/counterclaim in a principal amount not to exceed \$152,000.00 plus interest on \$340,000.00 from May 23, 1983 to date of foreclosure exclusive of prejudgment interest, damages, and attorney fees, if any. In addition, all parties agree that Merchants National Bank, Vicksburg, Mississippi may pursue an additional claim in the principal sum of \$21,710.00, plus interest and reasonable attorney fees, as a set-off or counter-claim of Mr. and Mrs. Harry A. Stewart, Sr.'s lawsuit.
- 15. That Defendants should not be entitled to make or pursue any claim against the bond posted herein by Plaintiffs and their sureties, and that the Court should finally release Plaintiffs and all sureties on the bond.

IT IS THEREFORE, ORDERED AND ADJUDGED as follows:

- A. That all parties shall pay their respective attorney fees and court costs for this litigation.
- B. That the purported foreclosure held on April 27, 1984, by W. C. Way, Trustee, should be held to be null and void and this Order shall be filed and indexed in the Land

800K 198 PAGE 479 800K 95 PAGE 247

Records in the Office of the Chancery Clerk of Madison County, Mississippi.

- C. That the Defendant, Merchants National Bank, Vicksburg, Mississippi, shall advance the sum of \$34,200.00 to Harry Stewart, Sr. and Betty Stewart upon the entry of this Order as an advancement of the equity held by Harry Stewart Sr. and Betty Stewart by virtue of an equitable interest in the first deed of trust. The Defendant, Merchants National Bank, Vicksburg, Mississippi, shall further advance an additional sum of \$34,200.00 to Harry Stewart, Sr. and Betty Stewart on the day of the foreclosure sale to be held by Merchants National Bank, Vicksburg, Mississippi, as beneficiary under the said deed of trust described in paragraph 5 of this Order. This foreclosure sale shall proceed as fast as legally possible. The total aggregate advance to Harry Stewart, Sr. and Betty Stewart against their equity in said deeds of trust on the day of foreclosure and date of entry of this Order shall be \$68,400.00.
- D. That the deed of trust dated May 23, 1983, executed by Harry A. Stewart, Jr. and Carolyn A. Stewart to W. C. Way, Trustee for Harry A. Stewart, Sr. and Betty Stewart, beneficiaries recorded in Book 514 at Page 430 of the Records of Mortgages and Deeds of Trust on Land in the Chancery Clerk's office in Madison County, Mississippi and subsequently assigned by Harry A. Stewart, Sr. and Betty Stewart to Merchants National Bank, Vicksburg, Mississippi by assignment recorded in Deed Book 514 at Page 633 of the Madison County Land Records shall be foreclosed by the Defendant, Merchants National Bank, Vicksburg, Mississippi. The Defendant, Merchants National Bank, Vicksburg, Mississippi, shall substitute C. E. Sorey, II and Phillip Nelson as joint Trustees to conduct the sale as soon as possible.

- E. That the deed of trust dated May 23, 1983, executed by Eddie Ray Ellis and Laura S. Ellis to W. C. Way, Trustee for Harry A. Stewart, Sr. and Betty Stewart, beneficiaries, recorded in Book 514 at Page 418 of the Records of Mortgages and Deeds of Trust on Land in the Chancery Clerk's office in Madison County, Mississippi and subsequently assigned by Harry A. Stewart, Sr. and Betty Stewart to Merchants National Bank, Vicksburg, Mississippi by assignment recorded in Deed Book 514 at Page 632 of the Madison County Land Records shall be foreclosed by the Defendant, Merchants National Bank, Vicksburg, Mississippi. The Defendant shall substitute C. E. Sorey, II and Phillip Nelson as joint Trustees to conduct the sale as soon as possible.
- F. That the Trustee's deed executed by W. C. Way,
 Trustee, to Larry B. Stewart which is recorded in Deed Book
 195 at Page 701 of the Madison County Land Records shall be,
 and is hereby declared null and void.
- G. That the Trustee's deed executed by W. C. Way,
 Trustee, to Larry B. Stewart, which is recorded in Deed Book
 196 at Page 01 of the Madison County Land Records shall be, and
 is hereby declared null and void.
- H. That Larry B. Stewart shall execute a Quitclaim deed for any right, title or interest he may have received by virtue of the Trustee's deeds described in paragraphs (6) and (7) of this Order.
- I. That Merchants National Bank, Vicksburg, Mississippi shall be and is entitled to the money paid into court by Lee Pennebaker for the lease of the disputed land in the principal sum of \$10,000.00 plus whatever interest shall have accrued. The same shall be disbursed by the Clerk when this final Order is entered. In addition, the final payment of this said lease in at least the sum of \$8,000.00 to be paid by Mr. Pennebaker shall be paid directly to Merchants National

Bank, Vicksburg, Mississippi on or before Decmeber 1, 1984, in accordance with the terms of the said lease.

- J. That Merchants National Bank, Vicksburg, Mississippi shall receive the net proceeds of the wheat crop paid into the registry of the Court in the principal sum of \$8,008.00 plus accrued interest to be disbursed by the Clerk when this final Order is entered.
- K. That Harry Stewart, Sr. and Betty Stewart are entitled to the claim against the Madison County Co-op Gin (AAL) for their failure to pay Merchants National Bank, Vicksburg, Mississippi secured party, the proceeds from the cotton seed in the approximate amount of \$6,000.00 or to any higher amount they might receive. Merchants National Bank, Vicksburg, Mississippi shall give Harry Stewart, Sr. and Betty Stewart an assignment of all its interest to the said proceeds so that Harry Stewart, Sr. and Betty Stewart can pursue the same.
- L. That Harry Stewart, Sr. and Betty Stewart are entitled to the proceeds of the cotton to be ginned by Madison County Co-op Gin (AAL), which is presently being held on the property of said gin and that Merchants National Bank, Vicksburg, Mississippi, shall give an assignment to Harry Stewart, Sr. and Betty Stewart to allow them to pursue the collection of the same. This amount is estimated at a minimum of \$5,000.00 worth of cotton.
- M. That there shall be, and is hereby reserved unto
 Harry A. Stewart, Sr. and Betty Stewart the right to pursue
 additional claims against Merchants National Bank, Vicksburg,
 Mississippi, not a part of this litigation. That Merchants
 National Bank, Vicksburg, Mississippi may continue its cause
 of action against Harry A. Stewart, Sr. and Betty Stewart in
 their Warren County Circuit Court action numbered 13,409.
 In addition, Mr. and Mrs. Stewart, Sr. may pursue their
 claims/counter-claim in a principal amount not to exceed \$152,000.00
 plus interest on \$340,000.00 from May 23, 1983, to date of

forclosure exclusive of prejudgment interest, damages and attorney fees, if any. In addition, that Merchants National Bank, Vicksburg, Mississippi may pursue an additional claim in the principal sum of \$21,170.00, plus interest and reasonable attorney fees, as a set-off or counter-claim of Mr. and Mrs. Harry A. Stewart, Sr.'s lawsuit.

N. That Defendants shall not be entitled to make or pursue any claim against the bond posted herein by Plaintiffs and their sureties, and that the Court does hereby finally release Plaintiffs and all sureties on the said bond.

SO ORDERED AND ADJUDGED on this the 27 day of July,

1984. APPROVED AND AGREED TO: MERCHANTS NATIONAL BANK, VICKSBURG, MISSISSIPPI HOWELL DEFENDANT ATTORNEY FOR

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

ATTORNEY

5600

WARRANTY DEED

30. 4 . 5 .

الويدا

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 which is hereby acknowledged, the undersioned, Mark J. Henn and Janice R. Henn, Grantors, do hereby sell, convey and warrant unto RUBY GERALDINE COLE LYONS, a single person, Grantee, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Eighteen (18), BEAVER CREEK, PART ONE (1), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B, Slot 41 thereof, reference to which map or plat is here made in aid of and as 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; in particular, those certain covenants of record in Book 469 at Page 370.

Grantee herein jointly and severally assumes and covenants to perform all the terms and conditions of the obligations set forth in that certain promissory note executed by James Michael Matthews and delivered to Cameron-Brown South, Inc., in the amount of Forty-Seven Thousand and No/100 Dollars (\$47,000.00) dated December 31, 1980, and that certain deed of trust securing said promissory note of even date therewith, upon the property conveyed in the deed, which deed of trust is recorded in Book 479, Page 447, in the Madison County Chancery Clerk's Office, including, but not limited to, the obligation to repay the debt; said promissory note and deed of trust having been assumed by Mark J. Henn and Janice R. Henn by Assumption Warranty Deed dated August 11, 1983, and recorded in Book 189, Page 794 and recorded in the aforesaid Chancery Clerk's Office.

Grantors hereby set over to Grantee their escrow account for taxes and insurance; and Grantee hereby assumes payment of said 1984 taxes and insurance.

WITNESS OUR SIGNATURES, this the 27th day of July, 1984.

Mark J. HENN

Janie R. Henn

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Mark J. Henn and Janice R. Henn, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal of office, this the 277 day of July, 1984.

My Commission Expires:

DECEMBER 12, 1986

Grantor's Address:

Grantee's Address:

107 West Willow Ct. Ridgeland, MS 39157 107 West Willow Ct. Ridgeland, MS 39157

STATE OF MISSISSIPPI, County of Madison:

OPTION TO PURCHASE

DCB Investment Co., a Texas Corporation

10.00 , ten and no/100	, hereinafter referred to as Optionee, in the amount of
ecciot of which is hereby acknowledged, Grady L. McCool,	Jr., an individual
Ridgeland hereinalter referred to as Optioner	, grants to Optionee an option to purchase the real property situated in the ISON State of FISSISSIOPI
	B on Exhibit "A" attached
VI 8 C VIII VIII VI VIII VI VIII VI VIII VI VI	ndred_fifty-two_thousandOOLLARS
pon the following TERMS and CONDITIONS:	umtil Donorhom 31 1004
This option should be in affect However, should Optionor secure	financing for said tract.
Optionee shall be given the righ	ht to extend this option
until December 31, 1985 for a su	um to be negotiated at the
time of extension.	•
Property boundary to be determin	ied by a certified survey
completed within 15 days of exec and to be agreed upon by Options	
and to be agreed about by Obstone	,
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ant .	
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ENCUMBRANCES: In addition to any encumbrances referred to above, Option and 21 Covenants, conditions, restrictions, reservations, rights, rights of way a	see shall take title to the property subject to 1) Real Estate Taxes not yet du
ntended use of the property.	
The amount of Party forms of Serestment which is a Kerishalt of Exercise hereof are	allowed the Optiones to examine the title to the property and to report a
writing any valid objections thereto. Any exceptions to the title which would be	se disclosed by examination of the records shall be deemed to have been been been been been been been be
EXAMINATION OF TITLE: Filteen (15) days from date of exercise hereof are writing any valid objections thereto. Any exceptions to the title which would be recepted unless reported in writing within said 15 days. If Optionee objects to an exceptions at his own expense within 80 days thereafter, But if such exceptions and the option of the Optionee, terminate and end, and the option processing the such as the option of the Optiones.	cannot be removed within the 60 days allowed, all rights and obligations here
subject to such exceptions.	
EVIDENCE OF TITLE. Evidence of Title shall be in the form of 🚰 a policy of CLOSE OF ESCROW: Within	inon removal of any exceptions to the title by the Untibbor, as ployided above
-blebourg le later hoth natties shall denosit With an authorized escrum Holdel.	to be selected by the Optionee, all funds and instruments necessary to complete
he sale in accordance with the terms and conditions hereof. POSSESSION: Possession shall be delivered to Optioneer T Upon recordation	on of the deed 🔲 After recordation, but not later than
Inless Optionor has vacated the premises prior to recordation of the deed, Optilion to date possession is delivered and to leave this sum in escrow, to be dist	tionor agrees to pay Optionee \$per day from records
NOR to date possession is delivered and to leave this sout in escion, to be disc epopartonic. Bente taxes premiums on insurence acceptable to Optionee, E	MINISTRATOR SEPARATION OF THE PROPERTY OF THE
PRORATIONS: Rents, taxes, premiums on lasurence acceptable to Orlionea. I Open (Georgia) as postes successes of consideration of the properties	is breather had been stated in House a
MAINTENANCE: Unit opsassing is the control of the c	the straight and the second se
NOTICES: By acceptance hereof, Optionor warrants that he has no notice of a	violations relating to the property from Gity, County or State agencies
TIME: Time is of the essence of this agreement.	•
EXPIRATION OF OPTION: If not exercised, this option shall expire	and the consideration hereinabove receipted for by Optionor shall be retained
by Optionor. EXERCISE OF OPTION: The option shall be exercised by mailing or deliver	
an additional payment, on account of the purchase price, in the amount of	
1,000.00 one thousand and no,	/ 100 BOLLARS
Notice, if mailed, shall be by certified mail, postorge prepaid, to the Option the day following the day shown on the postmark of the envelope in which such	nor at the address set forth below, and shall be deemed to have been given upo
the day following the day shown on the postmark of the envelope in which such	notice is manad. for by Optionor
proventice key. Hook execution of this option the Oplicator agrees to pay to	0
the Agent in this transaction, the sum of S	\$
	DOLLARS) and In the event the option is exercised, Optiono
agrees to pay Agent the additional sum of \$	ed for in any listing or other agreement which may be in effect between Owne
and Beent in the event legal action is instituted to collect into ice, or any post	the reach the optional effects to belt the rights of the
and all costs in connection with such action.	MARCH 28 /984
and all costs in connection with such action.	DATED TITALICA CO
and all costs in connection with such action.	01-0-2-24 SL
and all costs in connection with such action. 210, 120, 130, 0, optioner	01-12-2-26-01 SLA
and all costs in connection with such action.	DATED SAL
Optioner 6055 RIDGE WOOD RD. SHITE E	Optione Optione
and all costs in connection with such action. Optionar Optionar	Optione Optione Optione Address Address
Optionor GOSS RIDGEWOOD RD. SHITE E Address	Optione Opt
Optioner 6055 RIDGE Was a RD. Suite E	Options Opt

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County EXHIBIT A"	180N PIN	
PARCEL A AND PARCEL B LOCATED THE CITY OF RIDGELAND AND THE COM OF MADISON, STATE OF MISSISSIPPI.	29 28 32 33 32 33	

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PARCEL B:

PARCEL B:

All that part of the Seller's property lying South of said Charity Church Road and described as beginning at the Point of Intersection of the centerline of the said power line right of Way and the South line of Charity Church Road and run thence Southeasterly and along the South line of Charity Church Road for a distance of 2,000 feet, more or less to the East property line of the Seller; thence South and along the East line of the Seller's property for a distance of 600 feet, more or less to the Southeast corner thereof; thence West or Westerly and along the South line of the Seller's property for a distance of 1254 feet, more or less, to the Southeast corner of said Coleman property; thence run North 23 degrees 59 minutes West along the Coleman property for a distance of 372 feet to the Northeast corner thereof; thence along the North line of the Coleman property to the centerline of the MP&L right of way; thence Northeasterly and along said right of way for a distance of 600 feet more or less, to the POINT OF BEGINNING, and lying in the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of said Section 33, Township 7 North, Range 1 East, Madison County, Mississippi.

Togatha anns an t-air, ann dtean ach an t-airean	
THE STATE OF TEXAS,	ACKNOWLEDGMENT BEFORE ME, the undersigned authority,
COUNTY OF. DALLASn and for said County, Texas, on this da	y personally appeared JOHN J. MURPHY
nown to me to be the personwhose n	name 14, subscribed to the foregoing instrument, and acknowledged to me that
	irposes and consideration therein expressed.
	D SEAL OF OFFICE, This 28 TH, day of MARCH 1984 19.84
(L.S.)	Notary Public, DALLAS County, Texas
	My Commission Expires 9-21-85
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ATE OF MISSISSIPPI, County of	f Madison:
and the contract	the Chancery Court of said County, certify that the within instrument was fi
	day of Chierta, 198. X. at 7:000 clock
1 A T 1 A T 1 A T 1 A T 1 A T 1 A T 1 A T 1 A T 1 A T 1 A T 1 A T 1 A T 1 A T 1 A T 1 A T 1 A T 1 A T 1 A T 1 A	
Witness my habe and seal of off	fice, this the of . AUG
	BILLY V. COOPER, Clerk.
COUNTY	By M. WrightD.

GRANTOR'S ADDRESS CIY RAIRHST, SHIRTSOTA, FLA 33571 GRANTEE'S ADDRESS 433 Traceland St., Madison, Ms. 39110
GRANTOR'S ADDRESS CIV KAIPHST, SHIRASOTA, FLA 33771
GRANTEE'S ADDRESS 400 / Face land St., Madison, Ms. 39110
WARRANIY DEED SS
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, _I, JANE MUIR DIXON
do_ hereby sell, convey and warrant unto ELLA M. BRENNER
the following described land and property lying and being situated in <u>MADISON</u>
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 48 , 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 Johnny C. Roberts and Annie M. Roberts Kimbrough Investment Company Johnny C. Roberts and Annie M. Roberts to dated
3/29/76 , and recorded in the office of the aforesaid clerk in Book 417 at Page 642, assigned to 1st Federal Savings & Loan by instrument recorded in Book 419 at Page 87. 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 MY SIGNATURES, this the 30th day of July , 1984.
JANE MUTR DIXON
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
instrument of writing on the day in the year therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 30th day of July 1984
C m
My Commission Expires:
9/16/85
DE-MISSISSIRPI, County of Madison:
d in my office this
BILLY V. COOPER, Clerk
-, · · · · · · · · · · · · · · · · · · ·

INDEXED OSSON

WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SARTAIN ASSOCIATES, INC., a Mississippi Corporation, does hereby convey and warrant unto C. G. HERRING & CO., the following described property lying and being situated in the City of Madison, Madison County, Mississippi, to-wit:

Lot 164 of Stonegate V (Revised), a subdivision in the City of Madison, Mississippi, as shown by plat or map thereof on file and of record in Plat Slide B-64 of the records of the Chancery Clerk of Madison County, Mississippi.

The property herein conveyed is subject to those certain protective covenants recorded in Book 534 at Page 270 and Book 536 at Page 761 of the aforesaid records; also subject to easements reflected by the aforesaid plat of said subdivision; and also subject to the Zoning and Subdivision Regulation Ordinances of the City of Madison.

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

Taxes for the year 1984 shall be prorated between the parties as of the date of this conveyance.

WITNESS my signature, this the 1874 day of JULY . 1984.

SARTAIN ASSOCIATES, INC.

BY:

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named J. PARKER

SARTAIN, personally known by me to be the President of SARTAIN ASSOCIATES, INC., a Mississippi Corporation, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as and for the act and deed of said corporation, being first duly authorized so to do.

Given under my hand and official seal this the 18 d

Rotary Public Wadley

(SEAL)

My Commission Expires:

My Commission Expires June 14, 1988

Address of Grantor: P. O. Box 342, Madison, Mississippi 39110 Address of Grantee: P. O. Box 91, Ridgeland, Mississippi 39157

N: 5965

BOOK 198 PAGE 492 RELEASE FROM DELINQUENT TAX SALE

DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON INDEXED

1, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from ubu R Rogers the sum of Facty East Statlage 4'1244
being the amount necessary to redeem the following described land in said County and State, to-wit: DOLLARS (S 4817/4/) TWP. RANGE ACRES 7.56 A in SWY4 NEYU & SEYU NEYU 20 Which said land assessed to W. S. Crunpton & William andy Sunrall and sold on the Sept 19 8 210 Bradley William 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. INWITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the Billy V. Cooper, Chancery Clerk 1. Rasberry (SEAL) _ D.C. STATEMENT OF TAXES AND CHARGES (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) 147 (2) Interest (3) . Tax Collector's 2% Damages (House Bill No. 14, Session 1932) (4) Tax Collector Advertising - Selling each separate described subdivision as set out on assessment roll. 150 \$1.00 plus 25cents for each separate described subdivision 400 (5) Printer's Fee for Advertising each separate subdivision . 150 (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision 1,00 (7) Tax Collector—For each conveyance of lands sold to indivisduals \$1.00 _ s 16,62 (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR . .42 (9) 5% Damages on TAXES ONLY. (See Item 1) . (10) 1% Damages per month or fraction on 1981 taxes and costs (Item 8 -- Taxes and s 3.82 _*23*__Months_ costs only____ (11) Fee for recording redemption 25cents each subdivision. (12) Fee for indexing redemption 15cents for each separate subdivision 1.00 (13) Fee for executing release on redemption _ 4.00 (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.). s 4.00 \$2.00. (15) Fee for issuing Notice to Owner, each____ @ \$2,50 each (16) Fee Notice to Lienors. s 2,00 (17) Fee for mailing Notice to Owner_ (18) Sheriff's fee for executing Notice on Owner if Resident_ TOTAL_ (19) 1% on Total for Clerk to Redeem _ (20) GRAND TOTAL TO REDEEM from sale covering 19.31 taxes and to pay accrued taxes as shown above 2,00 48.12 Brodley Williams 20.86 Excess bid at tax sale S .00 STATE OF MISSISSIRPI, County of Madison: BILLY, COOPER, Clerk.
By D. C.

INDEXED ...

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(INDIVIDUAL)
DELINQUENT TAX SALEBOOK 198 PALE 49 Redeemed Under H. B. 567

1, Billy V. Cooper, the undersigned Chancery Clerk in and for the County	and State a	foresaid, h	aving this day re	ceived from
In I was I do so Change	-			138,65/4
sum of one Sundred therey-light challes	Con Con	o to wit:	_DOLLARS (S)	,
ig the amount necessary to redeem the followich described land in said cou	aty and ord	(0, 10 1111	RANGE	ACRES
DESCRIPTION OF LAND	SEC	TWP.		
- i will a collect		{	٤	1
3A in SEly Sully less 11/4 A :	 		 . 	
the RK 109-155 Cise 21-511	<u> </u>	<u> </u>	 	
BK 167-146	13	8	28_	<u></u>
BR 167-146			1	
	-	 	 -	
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	- 01			
sich said land assessed to Matilda Sutton & M	<u>euc</u>	<u> </u>		and sold on the
19 2 10	any_	an	consu	,for
cos thereon for the year 19_21, do hereby release said land from all claim	or title of sa	id purchas	er on account of	said sale.
IN WITNESS WHEREOF, I have hereunto set my signature and the seal	of said offi	ce on this	the	day of
IN WITNESS WHEREOF, I have hereunto set my signature and the sea	oper, Chan	cery Clerk		* .
	Joper, Crysn	Tour	key-	D.C
EAL)		1)		, s
STATEMENT OF TAXES AND		•	,	\$ 0147
State and County Tax Sold for (Exclusive of damages, penalties, fees)				-5-51-198
				_s
A Session 1932)				s <u>s</u>
	az zer onr o	11 9335234116		s 125
described subdivision				_
a second as a supplement of lands sold to indivisduals \$1 UC	·			_s <u>/00</u> s <i>9458</i>
THE PARTY AND COSTS ASTER SALE BY TAX COLLECTOR		·		_s <u>9958</u>
TANCO ONLY (See Item 1)				_\$\$
taxes and costs (item 8	Taxes and	1		¹ 27.75
2.3 Months			 _	_ss
				_s, <i>,25</i>
11) Fee for recording redemption 20cents for each separate subdivision				_\$/00
- a series on rademotion				s 400
(13) Fee for executing release of recomposition (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House	Bill No. 457	7.)		s 200
Notice to Owner each			\$2.00	
(16) Fee Notice to Lienors @ \$2.50 each				_s _250
(16) Fee Notice to Listons			_,\$1.00,	- \$ 400
(18) Sheriff's fee for executing Notice on Owner if Resident			\$4 00	s /35.3
(18) Sherth side for excepting trems			TOTAL	
Total to Barbara				s <i>/35</i>
(19) 1% on Total for Clerk to Redeem	o pay accru	ied taxes a	s shown above	s /3669
(20) GRAND TOTAL TO REDEEM TOTAL SALE STORMS		<u> 2</u>	Rell_	200
Beauly of	Vellican	nen.	120,40	13016
Excess bid at tax sale \$	Leo.		8.05	<u> </u>
Pa a J	,	2	2,00	
	112	110-	4,00	
- Sheriff	of Mi		400_	
уив р			138.65	•
White - Your Invoice	•		100.00	
			·,	
STATE OF MISSISSIPPI, County of Madison:	County,	certify th	at the within	instrument was
	19	84 at	9110.0'clo	ck,
for record in the office this / day or	34 19		Book No. 9.	Xon Page . 47.
			•	
was duly recorded on the day of	ALIG 7	1924	40	
for record in the office this	aug?.	1984	, 19 Y V. COOPEF	· Clark

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WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00). cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged. A & A Builders, Inc. (former Jim Adams Homes, Inc.)

does hereby sell, convey and warrant unto Michael E. Williams & Linda P. Hoffer

in Madison

as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated _County, Mississippi,

to-wit: Lot 176, Longmeadow subdivision, Part Four, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi as now recorded in Plat Book B at Page 37.

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

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

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

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

WITNESS the signature of A&A Builders, Inc.

by its duly autho	orized officer, t	this the 315 day of
July ·	, 198 4.	A & A Builders, Inc (former Jim Adams Homes, Inc.)
		,
	. : By:	- Amerik Adams-
•		James N. Adams, President
:	•	•
STATE OF MISSISS	IPPI	•
COUNTY OF Hinds	<u></u>	•
Personally	y appeared before	e me, the undersigned authority
in and for the j	urisdiction afore	esaid, <u>James N. Adams</u> .
who acknowledged	to me that he is	s <u>President</u>
of A & A Build	lers, Inc.	and that for
		n, he signed and delivered the
above and forego	ing instrument of	f writing on the day and year '
		en first duly authorized to so do.
		fficial seal of office on this
the 31st day	of July	, 1984.
	•	
The Training		
	\mathcal{A}	andra SareTilleamon
My. commission ex	pires:	•
March 27; 1987		
		•
	•	•
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* ************************************		
FINISSISSIPPI, County of	Madison:	at a second seco
IIV V. Cooper, Clerk of the	he Chancery Court of sa	sid County, certify that the within instrument was filed of
seconded on the	day of AUG0.198	4, 19, Book No/90 on Page 99% in
essimy handand seal of of		AUG 7 1984 19
		BILLY V. COOPER, Clerk
MEG		By

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dolars (\$10.00), cash in hand paid and assumption by the Grantee of that certain indebtedness secured by that Deed of Trust executed by J. Parker Sartain, to Robert G. Barnett, Trustee for Deposit Guaranty Mortgage Company, Beneficiary, dated June 29, 1980, recorded in Book 472 at Page 198 in the office of the Chancery Clerk of Madison County at Canton, Mississippi, securing an indebtedness of \$53,200.00, and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the undersigned TIMOTHY D. GREEN and wife, GINA R. GREEN do hereby sell, convey and warrant unto MICHAEL E. HOOD and wife, REBECCA DENKLER HOOD, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in Madison County, Mississippi, to wit:

LOT 72, STONEGATE SUBDIVISION, PART II, 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 at Slide 28, reference to which map or plat is hereby made in aid of and as a part of this description.

ADVALOREM taxes for the current year have been prorated between the parties hereto, and grantees assume payment thereof.

AS PART of the above stated considerations the Grantor(s) hereby transfer, assign and convey to the Grantee(s) all escrow monies being held for the benefit of the said Grantors by the above named mortgagee and its assigns.

THIS CONVEYANCE and the warranty hereof is subject to covenants, building restrictions, rights of way, easements, mineral reservations, and mineral conveyances of record.

	WITNESS the	signatures of	the Grantors,	, this the	/ ∆ ∱
day of	August	, 198		_	
	. 1	,			
Tim	MD he	m/	Lina 1	R. Green	
TIMOTHY	D GREEN		GINA R. GRI	EN	

STATE OF MISSISSIPPI COUNTY OF HINDS

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the state and county aforesaid, TIMOTHY D. GREEN and his wife, GINA R. GREEN, who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned.

GIVEN UNDE	R MY HAND AND	OFFICIAL SE	AL, this the	<u>/st</u>
day of Lugust	, 1984.	•	•	
V	· • • • •	Ö.	n n	Salaman
	• _	NOTARY PU	K. 200	COL C
My Commission Expire	es:	,		
				A delication
		p		dell'unimander,
GRANTOR'S ADDRESS:	210 Meadowlar	ne, Madison,	MS 39157	
GRANTEE'S ADDRESS:			- v	-

STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 198 PAGE 498

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, I, VARNIE DEE DRUEY, do hereby sell and convey unto JOHN A. TARR, III and SUSAN TARR, 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:

Lot 3, Kimwood Place Subdivision-Phase I, a subdivision platted and recorded in Cabinet Slide B-60 in the office of the Chancery Clerk of Madison County, Mississippi

THE WARRANTY OF THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- 1. Subject to a right-of-way to Mississippi Power and Light Company for construction and maintenance of a power line in Book 156 at Page 148 of the land records of Madison County,
- 2. Subject to zoning ordinances and subdivision regulations for Madison County, Mississippi.
- 3. Subject to the payment of ad valorem taxes to Madison County, Mississippi for the year 1984.
- 4. Subject to a set of Protective Covenants appearing in Book 530 at Page 219 dated March 20, 1984 and filed for record March 21, 1984 at 11:55 a.m. in the Chancery Clerk's office of Madison County, Mississippi. Madison County, Mississippi.

WITNESS MY SIGNATURE this And day of July, 1984. Varnie Dee Druey

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me the undersigned authority, in and for the above county and state, the within named Varnie Dee Druey, who acknowledged that she did sign, execute, 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 Hay of July, 1984.

My Commission Expires: My Commission Expires April 14, 1987

ATE OF MISSISSIPPI, County of Madison:

Act Statem

STATE OF MISSISSIPPI COUNTY OF MADISON

WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, WE, JIMMY F. DRUEY and BARBARA CAROL DRUEY, do hereby sell and convey unto ALVA GLEN HORN and JUDY ELIZABETH HORN, 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:

Lot 12, Kimwood Place Subdivision-Phase I, a subdivision platted and recorded in Cabinet Slide B-60 in the office of the Chancery Clerk of Madison County, Mississippi

THE WARRANTY OF THIS CONVEYANCE IS SUBJECT TO THE, FOLLOWING:

- 1. Subject to a right-of-way to Mississippi Power and Light Company for construction and maintenance of a power line in Book 156 at Page 148 of the land records of Madison County, Mississippi.
- Subject to zoning ordinances and subdivision regulations for Madison County, Mississippi.
- Subject to the payment of ad valorem taxes to Madison County, Mississippi for the year 1984.

WITNESS OUR SIGNATURES this 27th day of July, 1984.

Carol Di Barbara Carol Druey

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me the undersigned authority, in and for the above county and state, the within named Jimmy F. Druey and Barbara Carol Druey, who acknowledged that they did sign, execute, and deliver the above and foregoing Warranty Deed as and for their free act and deed on the day and date therein mentioned:

SWORN TO AND SUBSCRIBED BEFORE ME this day of July, 1984.

Gligabeth to Rawon

My Commission Expires: