

BOOK 199 PAGE 300

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

INDEXED

No 7006

6485

Redeemed Under H.B. 547
Approved April 2, 1932

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

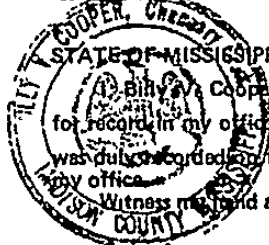
United States Treasury
the sum of Two hundred two dollars and 54/100 DOLLARS (\$ 202.54)
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Lot 7 BLR E Magnolia 24th</u>				
<u>Pl. 2 BLR 171-242</u>				
	<u>29</u>	<u>9</u>	<u>1W</u>	

Which said land assessed to Town of Hinds and sold on the
20 day of Sept 1982 to David C. Case for
taxes thereon for the year 1982, do hereby release said land from all claim or title of said purchaser on account of said sale.IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 29 day ofAug 1984 Billy V. Cooper, Chancery Clerk.
(SEAL) By S. R. Rasmussen D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 123.26
(2) Interest \$ 6.78
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 2.47
(4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll.
\$1.00 plus 25cents for each separate described subdivision \$ 1.25
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$.25
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 139.51
(9) 5% Damages on TAXES ONLY. (See Item 1) \$ 6.16
(10) 1% Damages per month or fraction on 1981 taxes and costs (Item 8 --Taxes and costs only 24 Months \$ 33.48
(11) Fee for recording redemption 25cents each subdivision \$.25
(12) Fee for indexing redemption 15cents for each separate subdivision \$.15
(13) Fee for executing release on redemption \$ 1.00
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$ 4.00
(15) Fee for Issuing Notice to Owner, each \$2.00 \$ 4.00
(16) Fee Notice to Lienors @ \$2.50 each \$ —
(17) Fee for mailing Notice to Owner \$1.00 \$ 2.00
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ 8.00
TOTAL \$ 198.55
(19) 1% on Total for Clerk to Redeem \$ 1.99
(20) GRAND TOTAL TO REDEEM from sale covering 1981 taxes and to pay accrued taxes as shown above \$ 200.54
2.00
Excess bid at tax sale \$ ✓ 202.54

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

BILLY V. COOPER, Clerk of the Chancery Court of said County, certify that the within instrument was filed

for record in my office this 29 day of Aug, 1984, at 4:52 o'clock P.M., and
was duly recorded on the 29 day of Aug, 1984, Book No. 199, on Page 300 in
my office.Witness my hand and seal of office, this the 29 day of Aug, 1984.

BILLY V. COOPER, Clerk

By N. Wright D.C.

GRANTOR'S ADDRESS P.O. Box 684 Cashion, city, mo 64516
 GRANTEE'S ADDRESS 747 PINE RIVER COURT, RIDGE LAUD, MS 39157

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, C. H. TAYLOR AND WIFE, DOROTHY TAYLOR

do hereby sell, convey and warrant unto ALBERT D. BROWN AND WIFE, GLADYS C. BROWN, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot 2 of COUNTRY CLUB WOODS SUBDIVISION, Part 2
 a subdivision according to the map or plat thereof on file and record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 6 at Page 8, 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 Charles Ronald Hayes and Judith B. Hayes to Bridges Mortgage Company dated 6/11/76, and recorded in the office of the aforesaid clerk in Book 419 at Page 779.

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.

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

WITNESS OUR SIGNATURES, this the 28th day of August, 1984.

C. H. Taylor
 C. H. TAYLOR
Dorothy Taylor
 DOROTHY TAYLOR

STATE OF MISSISSIPPI

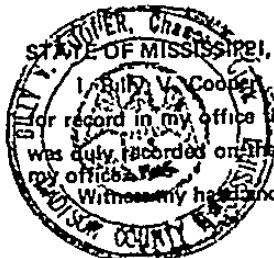
COUNTY OF HINDS

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 C. H. Taylor and Dorothy Taylor who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 28th day of August, 1984.

My Commission Expires:

9/16/85



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of August, 1984, at 9:00 o'clock P.M., and was duly recorded on the 30 day of AUG 30, 1984, Book No. 199 on Page 301. In my office this 30 day of AUG 30, 1984. Witness my hand and seal of office, this the 30 day of AUG 30, 1984.

BILLY V. COOPER, Clerk

By N. W. Wright, D.C.

C
BOOK 199 PAGE 302 INDEXED 6489
GRANTOR'S ADDRESS M.O.Q. 2723, Camp Lejeune, North Carolina 28542
GRANTEE'S ADDRESS P.O. Box 684 Calhoun City, MS 38916

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, JUDITH B. HAYES, being one and the same person as Judith Brasher Hayes and JUDITH BRASHER HAYES, duly authorized agent ~~of Charles Ronald Hayes and attorney in fact for Charles Ronald Hayes~~ and attorney in fact for Charles Ronald Hayes do hereby sell, convey and warrant unto C. H. TAYLOR AND WIFE, DOROTHY TAYLOR, as joint tenants with full rights of survivorship and not as tenants in the following described land and property lying and being situated in MADISON common, County, Mississippi, to-wit:

Lot 2 of COUNTRY CLUB WOODS SUBDIVISION, Part 2
a subdivision according to the map or plat thereof on file
and record in the office of the Chancery Clerk of
Madison County at Canton, Mississippi,
in Plat Book 6 at Page 8, reference to
which map or plat is hereby made in aid of and as a part
of this description.

Special Power of Attorney for Charles Ronald Hayes is
attached hereto and marked Exhibit "A".

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 Charles Ronald Hayes and Judith B. Hayes to Bridges Mortgage Company dated 6/11/76, and recorded in the office of the aforesaid clerk in Book 419 at Page 779.

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, except those held in escrow for hazard insurance, which are to be returned to the Grantor herein.

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 27 day of July, 1984

Judith Brasher Hayes
JUDITH B. HAYES, being one and the same person as Judith Brasher Hayes
CHARLES RONALD HAYES Charles Ronald Hayes
BY: Judith Brasher Hayes
JUDITH BRASHER HAYES, AGENT AND ATTORNEY IN FACT

STATE OF NORTH CAROLINA
COUNTY OF ONSLAW

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 JUDITH B. HAYES, being one and the same person as Judith Brasher Hayes, who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day in the year therein mentioned.

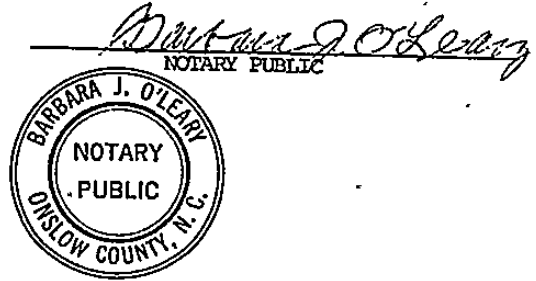
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 27 day of July, 1984.

My Commission Expires:

4-30-89

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

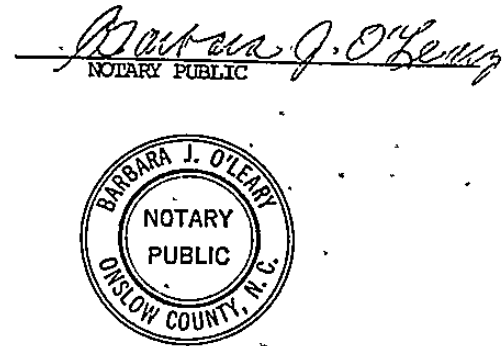


Personally came and appeared before me the undersigned authority duly authorized by law to take acknowledgements in and for said County and State, the within named Judith Brasher Hayes, who acknowledged that she is the duly authorized agent and attorney in fact for Charles Ronald Hayes and that she signed sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned as the duly authorized agent and attorney in fact for Charles Ronald Hayes, she being duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 27 day of July, 1984.

My Commission Expires:

4-30-89



SPECIAL POWER OF ATTORNEY

BOOK 199 PAGE 304

BOOK 3018 PAGE 577

KNOW ALL MEN BY THESE PRESENTS: That I, Charles Ronald Hayes
currently residing at MOQ 2723, Camp Lejeune, North Carolina 28542
DO MAKE, CONSTITUTE, AND APPOINT: Jldirh Brasher Hayes
who currently resides at MOQ 2723, Camp Lejeune, North Carolina 28542

as my true and lawful attorney-in-fact, to act as follows, GIVING AND GRANTING unto my said attorney full power to:

To contract, sell, and convey a three (3)-bedroom ranch style home located at 847 Pine Knoll Court, Jackson, Mississippi 39211 to any grantee whomsoever for such sum, on such terms, and with such agreements as to my attorney shall seem proper; to make, execute, acknowledge and deliver good and sufficient conveyance for the same upon any such consideration and with any such clauses, covenants, and agreements to be therein contained as my said attorney shall think fit and convenient until the same shall be sold.

FURTHER, I do authorize my aforesaid attorney-in-fact to perform all necessary acts in the execution of the aforesaid authorizations with the same validity as I could effect if personally present. Any act or thing lawfully done hereunder by my said attorney shall be binding on myself and my heirs, legal and personal representatives and assigns.

PROVIDED, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said attorney for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "attorney-in-fact".

I FURTHER DECLARE that this power shall remain in effect even though I am reported or listed, officially or otherwise, as "missing in action", it being my intention that the designation of such status shall not bar my said attorney from fully and completely exercising and continuing to exercise any and all powers and rights herein granted until this Special Power of Attorney is revoked by my death or as otherwise provided herein.

FURTHER, unless sooner revoked or terminated by me, this Special Power of Attorney shall become NULL and VOID from and after 23d day of July, 1985.

This Power of Attorney has been completed in compliance with Section 47-115.1 of North Carolina General Statutes.

IN WITNESS WHEREOF I have hereunto set my hand and seal this the 24th day of JULY, 1984.

Charles Ronald Hayes (Seal)

WITNESS:

R C Powers
Name

RT 5 Box 608 NEWPORT NC 28570
Address

Raymond M. Pennington
Name

5509 Maryland Ave Camell 28542
Address

NORTH CAROLINA

ONSLOW COUNTY

Book 199 Page 305

BOOK 3018 PAGE 578

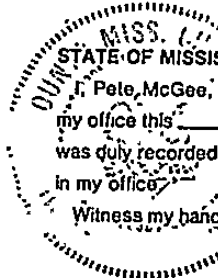
I, Vicki Hoffman, a Notary Public for said County and State, do hereby certify that Charles R. Hayes personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 24th day of July, 1984

Vicki Hoffman
Notary Public

My commission expires: 14 Aug 88

VICKI HOFFMAN, NOTARY PUBLIC
ONSLOW COUNTY, NORTH CAROLINA



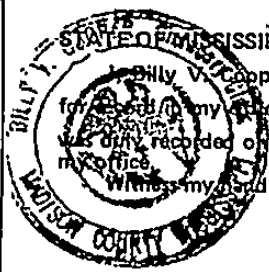
STATE OF MISSISSIPPI, County of Hinds:

I, Pete McGee, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 2 day of AUGUST, 1984, at 12:00 o'clock PM, and was duly recorded on the 2 day of AUGUST, 1984, Book No 308 Page No 577 in my office.

Witness my hand and seal of office, this the 2 day of AUGUST, 1984.

PETE MCGEE, Clerk

By L. Davis D.C.



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of August, 1984, at 9:00 o'clock AM, and was duly recorded on the 30 day of AUGUST, 1984, Book No 199 Page 302 in my office.

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

BILLY V. COOPER, Clerk

By Wright D.C.

AUG 2 1984
CLERK
CHANCERY CLERK
D. Davis

Hayes
To
Ronald Hayes
Book 199 Page 305

Special
of Attorney

256674

NOTCL 55037 (REV 2-)

6500

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, WILLIAM T. HARVEY, does hereby sell, convey and warrant unto MARY E. BOATNER, a single person, the following described land and property lying and being situated in Madison County, Mississippi, more fully described as follows:

Beginning at the Southeast corner of Lot 141, Village Square Subdivision Madison County, Mississippi, run North 88 degrees, 18 minutes West along the South line of Lot 141 for a distance of 47.31 feet; thence North 01 degrees, 53 minutes, 37 seconds East along a line that passes through a common wall dividing a duplex townhouse for a distance of 100.00 feet to the North line of Lot 141; thence South 88 degrees, 18 minutes East for a distance of 46.98 feet to the Northeast corner of Lot 141; thence South 01 degrees, 42 minutes West for a distance of 100.00 feet to the Southeast corner of Lot 141 and the POINT OF BEGINNING. The herein described parcel contains 0.108 acres, more or less.

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

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

WITNESS THE SIGNATURE OF THE GRANTOR, this the 28th day of August, 1984.

William T. Harvey
William T. Harvey

STATE OF MISSISSIPPI
COUNTY OF HINDS

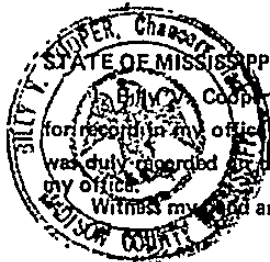
Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named William T. Harvey, who acknowledged to me that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for the purposes therein stated.

Given under my hand and official seal of office, this the 28th day of August, 1984.

Patricia D. Davis
Notary Public

My Commission Expires:

My Commission Expires May 30, 1988



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of August 1984 at 9:00 o'clock P.M., and was duly recorded in the day of August 1984, Book No. 199, on Page 306 in my office.

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

BILLY V. COOPER, Clerk

By *h. Wright* D.C.

(Heirship of Luzilla Beakless Deceased)

6504

STATE OF Mississippi }
COUNTY OF Madison } ss.

Earl Mix of lawful age,
being first duly sworn, upon his oath deposes and says:

That he was personally well acquainted with the above named decedent, during his lifetime, having known him
for 32 years, and that affiant bears the following relationship to the said decedent, to wit:
Nephew

Affiant further states that the said decedent departed this life at 1915, in Madison
County, State of Miss, on or about September 24, 1976, being 78 years
old at the date of his death.

Affiant further states that he was well acquainted with the family and near relatives of the said decedent, and
with all those who would under the laws of the State of Mississippi, be his heirs, and that the
following statements and the answers to the following named questions are based upon the personal knowledge of
affiant and are true and correct:

QUESTION 1—Did the decedent leave a will? ANSWER: NO

QUESTION 2—If so, has the will been admitted to probate—at what place, and when? ANSWER: _____

QUESTION 3—Has an administrator been appointed for the estate of said deceased?

ANSWER: NO

QUESTION 4—If so, give the County in which the said administration proceedings are pending, and the name and
address of the administrator.

ANSWER: _____

QUESTION 5—Give the name and address of the surviving widow or widower of decedent.

ANSWER: Name None Address _____

If not living, state date of death _____

QUESTION 6—If the decedent was married more than once, give the name of the former husband or wife, and state
whether said former spouse is dead or divorced.

ANSWER: _____

QUESTION 7—On the blank lines below, give the names and places of residence of all the surviving children of
deceased, together with the other information called for:

ANSWER: (Give names of surviving children only)

NAME OF CHILD	DATE OF BIRTH	IF NOT LIVING DATE OF DEATH	NAME OF HUSBAND OR WIFE	ADDRESS OR IF NOT LIVING DATE OF DEATH
1. <u>MARY E. GILBERT</u>	<u>12-11-60</u>	<u>—</u>	<u>—</u>	<u>309 Center - FLORA, MS.</u>
2. <u>Dorothy Bennett</u>	<u>8-22-58</u>	<u>—</u>	<u>—</u>	<u>Same</u>
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____
10. _____	_____	_____	_____	_____

QUESTION 8—Give below the names of any deceased children of the decedent, together with the other information called for:

ANSWER: NAME OF CHILD	DATE OF BIRTH	DATE OF DEATH	SURVIVING HUSBAND OR WIFE	IF NOT LIVING DATE OF DEATH
1. <u>Dana</u>				
2. _____				
3. _____				

QUESTION 9—Give the names of the children of any deceased son or daughter of the decedent:

NAME OF CHILD	DATE OF BIRTH	ADDRESS OR IF NOT LIVING, DATE OF DEATH	NAME OF FATHER AND MOTHER
1. <u>Dana</u>			
2. _____			
3. _____			
4. _____			
5. _____			

QUESTION 10—Did the decedent have any adopted children, or step-children taken into his home?

ANSWER: Yes _____ No ✓ IF SO, WRITE THEIR NAMES, AGES, AND ADDRESSES IN THE BLANK LINES BELOW:

QUESTION 11—Did the decedent leave any unpaid debts; and if so, give, as nearly as possible, the amount of such debts, and whether they have since been paid.

ANSWER: no

QUESTION 12—If the decedent left no children, then give below the names and addresses (together with other information called for), of his surviving father, mother, brothers and sisters:

ANSWER:	NAME	RELATIONSHIP	AGE	ADDRESS OR IF NOT LIVING, DATE OF DEATH
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
7. _____				
8. _____				
9. _____				
10. _____				

Subscribed and sworn to before me this 25th day of August, 1984.
Earl Mix
Notary Public
My commission expires: My Commission Expires Jan. 01, 1985

CORROBORATING AFFIDAVIT

STATE OF Mississippi } SS. (To be signed by some person other than the one making the foregoing affidavit.)
COUNTY OF Madison

Arthur Green of lawful age, being first duly sworn, upon his oath states: That the information given in the above and foregoing affidavit made by Earl Mix is true to the personal knowledge of this affiant.

Subscribed and sworn to before me this 25th day of August, 1984.
Arthur Green
Notary Public
My commission expires: My Commission Expires Jan. 01, 1985

NOTE: If any of heirs of decedent have died since his death, secure separate proof of heirship as to each.

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of August, 1984, at 9:30 o'clock A.M., and was duly recorded on the 30 day of AUG 30 1984, 1984, Book No. 199, on Page 307. In my office, this the 30 day of AUG 30 1984, 1984.
By Billy V. Cooper, Clerk
N. Wright, D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned RONALD L. LANE, INC., whose mailing address is 544 Pawnee Way, Madison, Mississippi 39110, does hereby sell, convey and warrant unto RONALD L. LANE and wife, SYLVIA M. LANE, as joint tenants with full rights of survivorship and not as tenants in common, whose mailing address is 544 Pawnee Way, Madison, Mississippi 39110, the following described land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 11, NATCHEZ TRACE VILLAGE, PART III, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 6 at Page 22, reference to which is hereby made in aid of and as a part of this description.

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

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer this the 24th day of August, 1984.

RONALD L. LANE, INC.

By: Ronald L. Lane
RONALD L. LANE, 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 RONALD L. LANE, personally known to me to be the President of the within named RONALD L. LANE, INC., who acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said corporation and as its own act and deed, he having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 24th day of August, 1984.

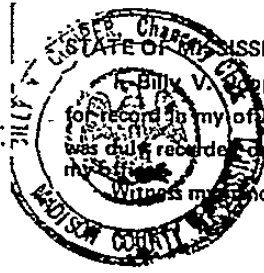
William D. Allen
NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 13, 1986

BOOK 199 PAGE 310

RECORDED
INDEXED
AUG 30 1984
HINDS COUNTY, MISSISSIPPI



MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of August, 1984, at 10:15 o'clock A.M., and was duly recorded on the AUG 30 1984 day of August, 1984, Book No. 199 on Page 309. in the presence of me and seal of office, this the AUG 30 1984 day of August, 1984.

BILLY V. COOPER, Clerk

By *M. Wright*, D.C.

Natchez Trace Memorial Park Cemetery

STATE OF MISSISSIPPI

COUNTY OF MADISON

For and in consideration of the sum of Seven hundred and ninety dollars and 00/100

cash in hand paid, receipt of which is hereby acknowledged, NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC., a Mississippi corporation, does hereby grant, bargain, sell, convey and warrant unto Carolyn W. Murray

as joint tenants with the right of survivorship and not as tenants in common, the following described property located in Madison County, Mississippi, to-wit:

Garden of Christianity
Section 168 Plot C Lot(s) 4 and 5

of Natchez Trace Memorial Park Cemetery, according to the map or plat of said Cemetery of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of this description.

Said lot is subject to the laws of the State of Mississippi and the rules and regulations of the Cemetery.

Fifteen percent (15%) of the purchase price of this lot will be paid to Deposit Guaranty National Bank, Trustee of Natchez Trace Memorial Park Perpetual Care Trust, to comply with the laws of the State of Mississippi concerning perpetual care cemeteries

This Deed and the covenants and stipulations contained herein shall be binding upon the heirs, successors, and assigns of the respective parties hereto.

EXECUTED by Natchez Trace Memorial Park Cemetery, Inc. on this 14th day of November, 1984

ATTEST: Elizabeth Mulligan
Assistant Secretary

NATCHEZ TRACE MEMORIAL PARK
CEMETERY, INC.

By [Signature]
Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Tammy J. Chidester and Elizabeth Mulligan, the Vice-President and Assistant Secretary, respectively, of NATCHEZ TRACE MEMORIAL PARK CEMETERY, INC., who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute and deliver the within and foregoing Cemetery Deed for and on behalf of said Cemetery.

WITNESS my hand and seal this 21st day of May, 1984

My Commission Expires:

9/14/85

NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of August, 1984, at 10:30 o'clock A.M., and was duly recorded on the 30 day of AUGUST 1984, Book No. 199 on Page 311 in my office.

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

BILLY V. COOPER, Clerk

By [Signature], D.C.

INDEXED

6505

BOOK 199 PAGE 312

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, VELTON V. ROBINSON and PRISCILLA H. ROBINSON, do hereby convey and warrant unto CARTHELL McCULLOUGH and VELMA McCULLOUGH, 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:

A parcel of land situated in the Southeast quarter of Section 23, Township 11 North, Range 3 East and in the Northeast quarter of Section 26, Township 11 North, Range 3 East of Madison County, Mississippi and being more particularly described as follows:

Commence at the Southwest corner of said Southeast 1/4 of Section 23, T5N, R3E and run North for a distance of 287.96 feet more or less to a point; Thence run East for a distance of 738.85 feet more or less to an iron pin on the South Right-of-Way of Loring Road as it is now laid out and exists, said point being the Point of Beginning of the herein described survey; Thence run N60°00'00"E along said South Right-of-Way for a distance of 182.50 feet to an iron pin; Thence leaving said South Right-of-Way run South for a distance of 572.00 feet to an iron pin; Thence run S86°41'00"W for a distance of 158.30 feet to an iron pin; Thence run North for a distance of 489.90 feet to an iron pin, said point being the Point of Beginning; Containing 1.9 acres more or less.

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

1. Prior conveyance, exception or reservation of oil, gas, or other minerals by prior Grantors.
2. Zoning ordinances and subdivision regulations for Madison County, Mississippi.
3. Subject to a Right-of-Way to South Central Bell Telephone Company 10 feet wide running parallel to the road right-of-way in Book 177 at Page 44 in the office of the Chancery Clerk of Madison County, Mississippi.
4. Subject to a Water Users Agreement with Big Black Water District in Book 177 at Page 44 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE this 29th day of August, 1984.

V. A. Robinson
Velton V. Robinson

Priscilla Robinson
Priscilla Robinson

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me the undersigned authority, in and for the above county and state, the within named Velton V. Robinson and Priscilla H. Robinson, 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.

ISSUED UNDER MY HAND AND OFFICIAL SEAL this 29th day of August, 1984.

Elizabeth H. Larson
Notary Public.

My Commission Expires:
My Commission Expires April 14, 1987



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of August, 1984, at 1:20 o'clock P.M., and was duly recorded in the day of, 19, Book No. 199 on Page 312 in my office.

Witness my hand and seal of office, this the of .. AUG 30 1984, 19

BILLY V. COOPER, Clerk

By..... *[Signature]*, D. C.

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

6512
No 7009Redeemed 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

Robert Pollard
the sum of one hundred eighty-four DOLLARS (\$ 184.71)
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP.	RANGE	ACRES
<u>Parcels D & E Lot 2</u>				
<u>Blk 18 H.C. near</u>				
<u>100x106 ft less</u>				
<u>Parcel D. + Home Bk</u>				
<u>178-162</u>	<u>19</u>	<u>7</u>	<u>2E</u>	

Which said land assessed to Adams Enterprises, Inc. and sold on the
19 day of Sept. 1982 to Bradley Williamson for
taxes thereon for the year 1982 do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 31 day of

August 1984 Billy V. Cooper, Chancery Clerk
(SEAL) By R. R. Peltier D.C.

STATEMENT OF TAXES AND CHARGES

- | | |
|---|------------------|
| (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) | \$ <u>142.64</u> |
| (2) Interest | \$ <u>11.41</u> |
| (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) | \$ <u>2.85</u> |
| (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll.
\$1.00 plus 25cents for each separate described subdivision | \$ <u>1.25</u> |
| (5) Printer's Fee for Advertising each separate subdivision \$1.00 each | \$ <u>4.50</u> |
| (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision | \$ <u>1.25</u> |
| (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 | \$ <u>1.00</u> |
| (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR | \$ <u>153.90</u> |
| (9) 5% Damages on TAXES ONLY. (See Item 1) | \$ <u>7.13</u> |
| (10) 1% Damages per month or fraction on 19 <u>82</u> taxes and costs (Item 8 --Taxes and costs only <u>12</u> Months) | \$ <u>18.47</u> |
| (11) Fee for recording redemption 25cents each subdivision | \$ <u>1.25</u> |
| (12) Fee for indexing redemption 15cents for each separate subdivision | \$ <u>1.15</u> |
| (13) Fee for executing release on redemption | \$ <u>1.00</u> |
| (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) | \$ |
| (15) Fee for issuing Notice to Owner, each \$2.00 | \$ |
| (16) Fee Notice to Lienors @ \$2.50 each | \$ |
| (17) Fee for mailing Notice to Owner \$1.00 | \$ |
| (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 | \$ |
| TOTAL | \$ <u>180.90</u> |
| (19) 1% on Total for Clerk to Redeem | \$ <u>1.81</u> |
| (20) GRAND TOTAL TO REDEEM from sale covering 19 <u>82</u> taxes and to pay accrued taxes as shown above | \$ <u>182.71</u> |

Excess bid at tax sale \$ ✓

Bradley Williamson 179.50
Clerk 3.21
R. R. Peltier 2.00
184.71

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

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed
for record in my office this 31 day of August, 1984, at 7:00 o'clock P. M., and
was duly recorded on the SEP 4 day of 1984, Book No. 199 on Page 314
my office. Witness my hand and seal of office, this the 31 day of August, 1984.

BILLY V. COOPER, Clerk

By R. R. Peltier D.C.

C
STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 199 PAGE 315

INDEXED

6519

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, BARCLAYSAMERICAN/FINANCIAL, INC. does hereby sell, convey, and specially warrant unto VICKY LYNN TITCOMB, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot 38, LAKE LAND ESTATES SUBDIVISION, Part 3, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 4 at Page 28, reference to which map or plat is hereby made in aid of and as a part of this description.

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

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

WITNESS MY SIGNATURE, this the 29 day of August, 1984.

BARCLAYSAMERICAN/FINANCIAL, INC.

BY: Jim Wrenn
JIM WRENN

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the under-
signed authority in and for the aforesaid jurisdiction, the
within named JIM WRENN, who, being by me first duly sworn,
states on oath that he is the District Manager of BARCLAYS-
AMERICAN/FINANCIAL, INC., and, who acknowledged to me that
for and on behalf of said BARCLAYSAMERICAN/FINANCIAL, INC.,
he signed and delivered the above and foregoing instrument
on the day and year therein mentioned, he being first duly
authorized so to do by said BARCLAYSAMERICAN/FINANCIAL, INC.

BOOK 199 PAGE 316

GIVEN under my hand and official seal of office,
this the 29 day of August, 1984.

Drew S McWhorter
NOTARY PUBLIC

My Commission Expires:
December 9, 1987

GRANTOR'S ADDRESS:

Box 1171
Jackson MS 39201

GRANTEE'S ADDRESS:

655 Ralco Circle
Ridgeland MS 39157



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
for record in my office this 31 day of August, 1984, at 9:00 o'clock PM, and
was duly recorded on the SEP 4 day of 1984, 1984, Book No. 199 on Page 315
my office, at
Witness my hand and seal of office, this the SEP 4 day of 1984, 1984.

BILLY V. COOPER, Clerk

By n. w. right, D. C.

BOOK 199 PAGE 317
RELEASE FROM DELINQUENT TAX SALE
(INDIVIDUAL)
DELINQUENT TAX SALE
STATE OF MISSISSIPPI, COUNTY OF MADISON

6520
No 7010

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

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

Hubert A. Hanson
the sum of fifty four dollars & 14/100 DOLLARS (\$ 54.14)
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>NE 1/4 SE 1/4 Sec. 105</u>	<u>1</u>	<u>8</u>	<u>2E</u>	

Which said land assessed to Hubert A. Hanson and sold on the
20 day of Sept. 1982 to Bradley Williamson for
taxes thereon for the year 1981, do hereby release said land from all claim of 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 31 day of
August 1984 Billy V. Cooper, Chancery Clerk.
(SEAL) By N. Wright D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$	<u>19.56</u>
(2) Interest	\$	<u>1.08</u>
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$	<u>.39</u>
(4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll, \$1.00 plus 25cents for each separate described subdivision	\$	<u>1.25</u>
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each	\$	<u>4.50</u>
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision	\$	<u>.25</u>
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00	\$	<u>1.00</u>
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$	<u>28.03</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$	<u>.98</u>
(10) 1% Damages per month or fraction on 19 <u>81</u> taxes and costs (Item 8 -- Taxes and costs only <u>24</u> Months	\$	<u>6.73</u>
(11) Fee for recording redemption 25cents each subdivision	\$	<u>.25</u>
(12) Fee for indexing redemption 15cents for each separate subdivision	\$	<u>.15</u>
(13) Fee for executing release on redemption	\$	<u>1.00</u>
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.)	\$	<u>4.00</u>
(15) Fee for issuing Notice to Owner, each \$2.00	\$	<u>4.50</u>
(16) Fee Notice to Lienors @ \$2.50 each	\$	<u>- 0 -</u>
(17) Fee for mailing Notice to Owner \$1.00	\$	<u>6.00</u>
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00	\$	<u>- 0 -</u>
TOTAL	\$	<u>51.64</u>
(19) 1% on Total for Clerk to Redeem	\$	<u>.52</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>81</u> taxes and to pay accrued taxes as shown above	\$	<u>52.16</u>
Excess bid at tax sale S <u>✓</u> <u>Bradley Williamson</u>		<u>35.74</u>
<u>Clerk's fee</u>		<u>12.42</u>
<u>Rec. Release</u>		<u>2.00</u>
<u>Publication fee</u>		<u>4.00</u>
		<u>54.16</u>

STATE OF MISSISSIPPI, County of Madison:

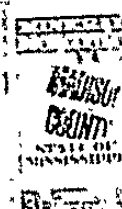
Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
for record in my office this 31 day of August 1984 at 9:30 o'clock A. M., and
was duly recorded on the 31 day of August 1984, Book No. 199 on Page 317 in
my office.
Witness my hand and seal of office, this the 31 day of August, 1984.

BILLY V. COOPER, Clerk

By N. Wright D.C.



6521
MINERAL DEED



BOOK 199 PAGE 318

THIS DEED, given this the 21 day of June, 1984, by and between MARIETTA REIMERS SCHNEIDER, a resident of Hammond, Tangipahoa Parish, Louisiana (GRANTOR), unto CARL REIMERS SCHNEIDER, JOHN FREDERICK SCHNEIDER, and FAY SCHNEIDER BRIGHT, residents of Hammond, Tangipahoa Parish, Louisiana (GRANTEES), as follows:

WHEREAS, pursuant to a Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, in Cause Number 123,416, a Special Warranty Deed, dated the 21st day of December, 1983, filed on the 27th day of December, 1983, and duly recorded in Book 193 at Page 47, in the Office of the Chancery Clerk of Madison County, Mississippi, was given by LORNA A. REIMERS, et al, Trustees of THE MARIETTA REIMERS SCHNEIDER TRUST, distributing a term interest in minerals, which will expire in 1991; and

WHEREAS, said minerals were the minerals reserved in certain conveyances by deed to DENMISS CORPORATION and P.R.I. CORPORATION, both Mississippi Corporations, said instruments being Master Deeds, which are filed in Deed Book 123 at Page 618 thereof and in Book 124 at Page 55 thereof, in the Office of the Chancery Clerk of Madison County, Mississippi. Collateral Deeds were filed in Jefferson Davis County, Mississippi, in Oil and Gas Book 64 at Page 201 thereof, and in Hinds County, Mississippi, in Book 1974 at Page 43 thereof; and

WHEREAS, the reservation of the minerals conveyed to Denmiss Corporation by The Marietta Reimers Schneider Trust represented an undivided 4.15260 percent of the whole. By authority of the Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, as referred to hereinbefore, Marietta Reimers Schneider, as Grantee of that certain Special Warranty Deed referred to hereinbefore, received an undivided 2.23601 percent undivided interest in said term minerals previously reserved in trust; and

WHEREAS, The Marietta Reimers Schneider Trust owned an undivided 5.07530 percent of the minerals conveyed to P.R.I. Corporation, wherein a similar term was reserved unto the Trust. By



authority of that certain Special Warranty Deed, referred to hereinabove, Marietta Reimers Schneider received an undivided 2.73285 percent undivided interest in said term minerals.

NOW, THEREFORE, IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned MARIETTA REIMERS SCHNEIDER, do hereby convey and specially warrant unto CARL REIMERS SCHNEIDER, JOHN FREDERICK SCHNEIDER and FAY SCHNEIDER BRIGHT, an undivided .00870455 interest in and to the minerals formerly reserved unto The Marietta Reimers Schneider Trust from the conveyance to Denmiss Corporation, and an undivided .00080905 interest in the minerals formerly reserved unto the Trust from the P.R.I. conveyance.

The undivided mineral interest conveyed herein includes 372.87 net mineral acres. The undivided interest is in that property more particularly described in that certain Special Warranty Deed, referred to hereinabove, from The Marietta Reimers Schneider Trust to Marietta Reimers Schneider, et al, and in Exhibit A, which is made a part hereof and incorporated herein by reference.

The Grantees assume any and all liability for current taxes, including mineral stamps.

WITNESS MY SIGNATURE, this the 29 day of June, 1984.

GRANTEES:

Carl Reimers Schneider
John Frederick Schneider
Fay Schneider Bright
802 West Thomas Street
Hammond, Louisiana 70401

GRANTOR:

Marietta Reimers Schneider
Marietta Reimers Schneider
802 West Thomas Street
Hammond, Louisiana 70401

STATE OF LOUISIANA
PARISH OF Iberia

PERSONALLY APPEARED before me, the undersigned authority for the aforesaid jurisdiction, MARIETTA REIMERS SCHNEIDER, who acknowledged to me that, as Grantor herein, she signed, sealed and delivered the above and foregoing Mineral Deed on the day and in the year therein mentioned.

GIVEN under my hand and official seal of office, this the 29 day of June, 1984.

My Commission Expires:

with death

Bartholomew P. Sullivan
Notary Public
BARTHOLOMEW P. SULLIVAN, JR.
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life

-2-

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 31 day of August, 1984, at 9:00 clock a. M. and was duly recorded on the SEP 4 day of 1984, Book No. 199 on Page 318. in my office.
Witness my hand and seal of office, this the SEP 4 day of 1984, 19.....
BILLY V. COOPER, Clerk
By N. Wright, D.C.

WARRANTY DEED

6524

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, J. D. RANKIN and KLINE OZBORN, JR., do hereby sell, convey and warrant unto MARY J. HAWKINS the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

LOT 5, BLOCK D, MEADOW LARK PARK SUBDIVISION, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

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

1. Ad valorem taxes for the year 1984 which are to be paid all by the Grantors and none by the Grantee.
2. The reservation of all oil, gas and other minerals as reserved by prior owners of record.
3. Zoning and subdivision regulation ordinance of the City of Canton, Mississippi.

Grantors warrant that the above described property is no part of their homestead.

WITNESS our signatures on this 31 day of August, 1984.

J. D. Rankin
J. D. Rankin

Kline Ozborn, Jr.
Kline Ozborn, Jr.

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal on this 31 day of August, 1984.

Lucius D. Smith
Notary Public

(SEAL)
My commission expires:

August 26, 1986

GRANTORS:

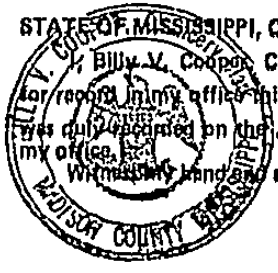
J. D. Rankin
Rt. 2, Canton, Ms. 39046

Kline Ozborn, Jr.
538 East Fulton Street
Canton, Ms. 39046

GRANTEE:

Mary J. Hawkins
Meadowlark Park
Canton, Ms. 39046

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 31, day of August, 1984, at 10:40 o'clock, a. M., and was duly recorded on the 199, day of SEP, 1984, Book No. 199, on Page 320.
Witness my hand and seal of office, this the 1 day of SEP, 1984, 1984.

BILLY V. COOPER, Clerk

By W. Wright, D. C.

BOOK 199
PAGE 321

INDEXED

6528

SPECIFIC POWER OF ATTORNEY

WE, FRED D. RILEY, KARREEN EDWARDS and DEWITT DEWEESE, III,
along with DEWITT DEWEESE, JR., are partial title owners to the
leasehold interest in and to the following described property,
to-wit:

A parcel of land lying in the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of
Section 28 and in the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section
27, Township 7 North, Range 2 East, Madison
County, Mississippi and being more particularly
described as follows, to-wit:

Commencing at a point which is 2616.6 feet North
of and 2673.2 feet West of the SE Corner of
Section 28, Township 7 North, Range 2 East,
Madison County, Mississippi; thence run North
89 degrees 29 minutes East for a distance of
859.83 feet to a point in the center line of
Harbor Drive; thence run South 00 degrees
31 minutes East along the center line of Harbor
Drive for a distance of 527.13 feet; thence
run North 89 degrees 29 minutes East for a
distance of 40.00 feet to a point on the East
ROW line of Harbor Drive; thence run North 89
degrees 29 minutes East for a distance of
212.18 feet to the Point of Beginning; thence
run North 00 degrees 31 minutes West for a
distance of 194.67 feet; thence run around a
curve to the right (Radius = 88.00 feet) to a
point that bears North 44 degrees 29 minutes
East and a distance of 124.45 feet; thence run
North 89 degrees 29 minutes East for a distance
of 988.90 feet; thence run around a curve to the
left (Radius = 612.00 feet) to a point that bears
North 79 degrees 59 minutes 30 seconds East and
a distance of 201.84 feet; thence run North 70
degrees 30 minutes East for a distance of 577.01
feet; thence run South 19 degrees 30 minutes East
for a distance of 257.41 feet; thence run South
70 degrees 30 minutes West for a distance of
800.00 feet; thence run South 89 degrees 29 minutes
West for a distance of 1148.85 feet to the Point of
Beginning, containing 11.899 acres, more or less.

SAVE AND EXCEPT a parcel of land comprising 2.36
acres, more or less, to be retained and used by
Assignor under the provisions of the aforesaid
Lease as recorded in Book 511 at Page 26 and
assigned to Assignor by the aforesaid Assignment
as recorded in Book 513 at Page 287, said parcel
being more particularly described as follows:

Commence at the Northeast Corner of the above
described parcel, run thence South 19 degrees 30
minutes East 257.41 feet to a point; thence South
70 degrees 30 minutes West 400.00 feet to a point;
thence North 19 degrees 30 minutes West 257.41 feet
to a point; thence North 70 degrees 30 minutes East
400.00 feet to the point of beginning.

TOGETHER WITH the non-exclusive use and right in and to that certain easement granted for the term of the aforesaid Lease for free passage of boat traffic as described in that certain instrument filed for record in Book 185 at page 604 in the office of the Chancery Clerk of Madison County, Mississippi, as same pertains to the property hereby transferred and conveyed to Assignees, subject, however, to the non-exclusive use and right which is hereby reserved by Assignor, their successors and assigns as same pertains to the 2.36 acres above described.

and being over the age of twenty-one (21), do hereby make, constitute and appoint the said DeWitt DeWeese, Jr., as our attorney in fact will full power to pledge the above described property as collateral, mortgage or otherwise hypothecate the said property as security for a construction loan to be made to the said DeWitt DeWeese, Jr. for construction of boat slips at North Harbor Marina, and to do any act and thing whatsoever necessary to be done in the exercise of the power of attorney herein granted, as fully to all intents and purposes as we might or could do if personally present.

WITNESS OUR SIGNATURES, this the 28th day of August, 1984.

Fred D. Riley
FRED D. RILEY

DeWitt DeWeese, III
DEWITT DEWESEE, III

Karreen Edwards
KARREEN EDWARDS

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named FRED D. RILEY, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the
28 day of August, 1984.

Notary B. Olson
 NOTARY PUBLIC

My Commission Expires:

My Commission Expires March 12, 1988

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in
 and for the aforesaid jurisdiction, the within named DEWITT DEWEESE,
 III, who acknowledged that he signed and delivered the above and
 foregoing instrument of writing on the day and for the purposes
 therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the
28 day of August, 1984.

Notary B. Olson
 NOTARY PUBLIC

My Commission Expires:

My Commission Expires March 12, 1988

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and
 for the aforesaid jurisdiction, the within named KARREEN EDWARDS,
 who acknowledged that he signed and delivered the above and foregoing
 instrument of writing on the date and for the purposes therein
 mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the
28 day of August, 1984.

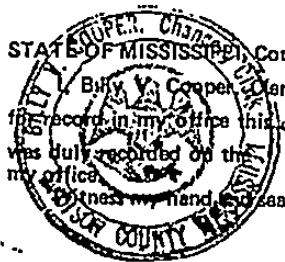
Notary B. Olson
 NOTARY PUBLIC

My Commission Expires:

My Commission Expires March 12, 1988

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
 for record in my office this 31 day of August, 1984, at 12:00 o'clock P. M., and
 was duly recorded on the SEP 4 day of SEP 4, 1984, Book No 199, on Page 322
 Witness my hand and seal of office, this the SEP 4 day of SEP 4, 1984.



BILLY V. COOPER, Clerk

By W. W. W. W. D. C.

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

INDEXED

6530

No 7011

Redeemed Under H.B. 547
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

R. J. Murphy
the sum of One hundred ninety six ¹⁶/₁₀₀ - DOLLARS (\$ 196 ¹⁶/₁₀₀)
being the amount necessary to redeem the following described land in said County and State, to-wit

DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
<u>Lot 80 x 200 fronting</u> <u>W/S Rd in S 1/2 SE 4</u> <u>& Res. B6114-231</u>	<u>25</u>	<u>8</u>	<u>2 E</u>	

Which said land assessed to Andrew J. and Louise L. Murphy and sold on the
20 day of Sept. 1982 to Bradley Williamson for
taxes thereon for the year 1981 do hereby release said land from all claim or title of said purchaser on account of said sale

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 31 day of
August 1984 Billy V. Cooper, Chancery Clerk

(SEAL) By W. H. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 116.61
(2) Interest \$ 6.41
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 2.33
(4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll
\$1.00 plus 25cents for each separate described subdivision \$ 1.25
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 25
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 132.35
(9) 5% Damages on TAXES ONLY. (See Item 1) \$ 5.83
(10) 1% Damages per month or fraction on 1981 taxes and costs (Item 8 --Taxes and
costs only 24 Months \$ 31.76
(11) Fee for recording redemption 25cents each subdivision \$ 50
(12) Fee for indexing redemption 15cents for each separate subdivision \$ 30
(13) Fee for executing release on redemption \$ 1.00
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$ 4.00
(15) Fee for Issuing Notice to Owner, each \$2.00 \$ 4.00
(16) Fee Notice to Lienors @ \$2.50 each \$ 2.50
(17) Fee for mailing Notice to Owner \$1.00 \$ 2.00
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ 8.00
TOTAL \$ 192.24
(19) 1% on Total for Clerk to Redeem \$ 1.92
(20) GRAND TOTAL TO REDEEM from sale covering 1981 taxes and to pay accrued taxes as shown above \$ 194.16

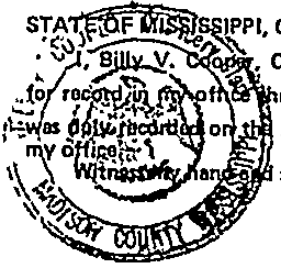
Excess bid at tax sale \$ ✓

Bradley Williamson 169.94
Clerk's fee 12.22
Publication fee 4.00
Rec. Release 2.00
Sheriff's fee 8.00
196.16

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

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed
for record in my office this 31 day of August, 1984, at 12:05 o'clock P. M., and
it was duly recorded on the 31 day of SEP, 1984, Book No. 199 of Page 325
Witness my hand and seal of office, this the 31 day of SEP, 1984.



BILLY V. COOPER, Clerk

By W. H. Wright D.C.

C

STATE OF MISSISSIPPI
COUNTY OF MADISON

INDEXED
BOOK 199 PAGE 326

6532

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, CHARLES MEGGS and wife, MARGARET ANN MEGGS, 409 Garfield Street, Canton, Mississippi, do hereby sell, convey and warrant unto Matthew W. Smith, Sr. and Carolyn S. Smith, 228 Richard Circle, Canton, Mississippi 39046, as joint tenants with right of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lots 11, 12 and 13, Block C,
Part I, OAK HILL SUBDIVISION,
according to the map or plat
of said subdivision in Plat
Book 3 at page 67, in the
office of the Chancery Clerk
of Madison County,
Mississippi, said plat or map
is made in aid of and as a
part of this description.

This conveyance is executed subject to the following exceptions:

1. Ad valorem taxes for the year 1984 shall be prorated with the Grantors paying 8/12ths of said taxes and the Grantees paying 4/12ths of said taxes.
2. Zoning Regulations and Subdivision Regulations of the City of Canton and Madison County, Mississippi.

3. Reservation by prior owners of all oil, gas and other minerals lying in, on and under the above described property.

EXECUTED this the 31st day of August, 1984.

Charles Meggs
CHARLES MEGGS

Margaret A Meggs
MARGARET ANN MEGGS

BOOK 199 PAGE 327

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

Given under my hand and official seal, this the 31st day of August, 1984.

Donna Kate Parker
NOTARY PUBLIC

(SEAL)

My commission expires:

My Commission Expires April 27, 1988.

STATE OF MISSISSIPPI, County of Madison:
BILLY V. COOPER, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 31 day of August, 1984, at 3:20 o'clock P. M., and was duly reported on the SEP 4 day of SEP 4, 1984, Book No. 199 on Page 326.
Witness my hand and seal of office, this the SEP 4 day of SEP 4, 1984.
BILLY V. COOPER, Clerk
By [Signature], D.C.

C
STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 199 PAGE 328

INDEXED

6542

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, E. H. FORTENBERRY, 544 East Dinkins, Canton, Mississippi 39046, do hereby sell, convey and warrant unto WALTER CUMMINS and wife, SHIRLEY B. CUMMINS, 367 S. Monroe, Canton, Mississippi, as joint tenants with right of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, County of Madison, State of Mississippi, to-wit:

Ten (10) feet on the North side of Lot 7 of Block 1 according to map of Virginia Addition to the City of Canton, Madison County, Mississippi, as shown by the Plat of record in the office of the Chancery Clerk of Madison County, Mississippi, less 10 feet evenly off the North side of said lot.

This conveyance is executed subject to the following exceptions:

1. Zoning Ordinances and Subdivision Regulations of the City of Canton and Madison County, Mississippi.
2. Ad valorem taxes for the year 1984 shall be prorated with the Grantor paying 12/12ths of said taxes and the Grantees paying 0/12ths of said taxes.
3. Grantor conveys and warrants unto Grantees all minerals which he may own lying in, on and under the above described property.

EXECUTED this the 31st day of August, 1984.

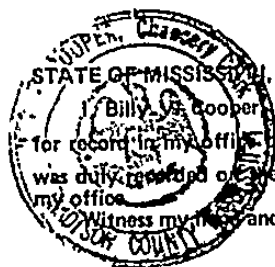
E. H. Fortenberry
E. H. FORTENBERRY

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

Given under my hand and official seal, this the 31st day of August, 1984.

Aquita Ann Scott
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:
Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 31 day of August, 19 84, at 4:45 o'clock P. M., and was duly recorded on the 31 day of SEP, 19 84, Book No. 199 on Page 328. In my office.
Witness my hand and seal of office, this the 31 day of August, 19 84.
BILLY V. COOPER, Clerk
By n. Wright, D. C.

STATE OF MISSISSIPPI
COUNTY OF MADISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, E. H. FORTENBERRY, 544 East Dinkins, Canton, Mississippi 39046, do hereby sell, convey and warrant unto JOSEPH W. WARRELL, JR. and wife, LISA R. WARRELL, Route 2, Lot 10, Valley Park North, Canton, Mississippi, as joint tenants with right of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, County of Madison, State of Mississippi, to-wit:

Lot 7 of Block 1 according to map of Virginia Addition to the City of Canton, Madison County, Mississippi, as shown by the Plat of record in the office of the Chancery Clerk of Madison County, Mississippi, less 10 feet evenly off the North side of said lot.

This conveyance is executed subject to the following exceptions:

1. Zoning Ordinances and Subdivision Regulations of the City of Canton and Madison County, Mississippi.
2. Ad valorem taxes for the year 1984 shall be prorated with the Grantor paying 0/12ths of said taxes and the Grantees paying 12/12ths of said taxes.
3. Grantor conveys and warrants unto Grantees all minerals which he may own lying in, on and under the above described property.

EXECUTED this the 31st day of August, 1984.

E. H. Fortenberry
E. H. FORTENBERRY

STATE OF MISSISSIPPI

BOOK 199 PAGE 331

COUNTY OF MADISON

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

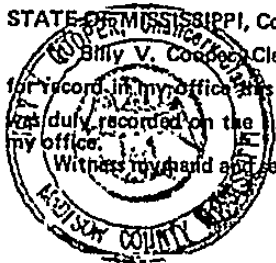
Given under my hand and official seal, this the 31st day of August, 1984.



Agatha Anna Scott
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 31 day of August, 1984, at 4:45 o'clock P.M. and was duly recorded on the 31 day of SEP, 1984, Book No. 199 on Page 331.
Witness my hand and seal of office, this the SEP 4 day of 1984, 1984.



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

INDEXED

6535

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, the undersigned Grantor, JOHN THOMAS McINTYRE does hereby sell, convey and quitclaim unto J. D. RANKIN and JANE B. RANKIN, the following described property, to-wit:

An easement five feet in width evenly off the West side of Lot 123, DEERFIELD SUBDIVISION, PHASE I, Madison County, Mississippi, for the purpose of performing maintenance on the residence to be constructed upon Lot 124 and for the further purpose of permitting the roof and eave of the roof of the building to be constructed on Lot 124 to overhang unto said easement as an encroachment on said Lot 123.

WITNESS my signature on this 25 day of August, 1984.

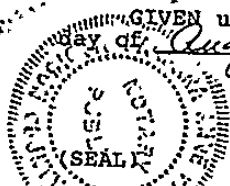
John Thomas McIntyre
John Thomas McIntyre

STATE OF MISSISSIPPI
COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JOHN THOMAS McINTYRE who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein written.

GIVEN under my hand and official seal on this 25 day of August, 1984.

Barbara Anne Pace
Notary Public



My commission expires:
My Commission Expires January 4 1986

Grantor: John Thomas McIntyre
Deerfield Subdivision
Canton, Ms. 39046

Grantees: J. D. & Jane B. Rankin
Deerfield Subdivision
Canton, Ms. 39046

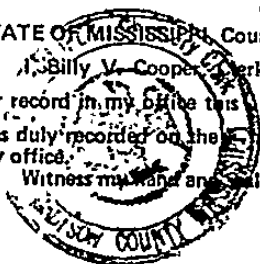
STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 31 day of August, 1984, at 4:20 o'clock P. M., and was duly recorded on the SEP 4 1984 day of SEP 4, 1984, Book No. 199 on Page 332 in my office.

Witness my hand and seal of office, this the SEP 4 day of SEP 4, 1984.

BILLY V. COOPER, Clerk

By H. Wright, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, J. D. RANKIN AND JANE B. RANKIN, do hereby sell, convey and quitclaim unto JOHN THOMAS McINTYRE, the following described property, to-wit:

An easement five feet in width evenly off the West side of Lot 122, DEERFIELD SUBDIVISION, PHASE I, Madison County, Mississippi, for the purpose of performing maintenance on the residence to be constructed upon Lot 123 and for the further purpose of permitting the roof and eave of the roof of the building to be constructed on Lot 123 to overhang unto said easement as an encroachment on said Lot 122.

WITNESS my signature on this 25 day of August, 1984.

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

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

GIVEN under my hand and official seal on this 25 day of August, 1984.

Barbara Ann Pace
Notary Public

My commission expires January 4, 1986.

Grantors: J. D. & Jane B. Rankin
Deerfield Subdivision
Canton, Ms. 39046

Grantees: John Thomas McIntyre
Deerfield Subdivision
Canton, Ms. 39046

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 31 day of August, 1984, at 4:20 o'clock P.M., and was duly recorded on the SEP 4 day of 1984, Book No. 199 on Page 333 in my office.

Witness my hand and seal of office, this the SEP 4 day of 1984, 1984.

BILLY V. COOPER, Clerk

By [Signature], D. C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, and for the further consideration of the assumption by Grantees and their agreement to pay as and when due the first mortgage indebtedness on and against the hereinafter described land and property being a Deed of Trust in favor of Kimbrough Investment Company dated December 7, 1979, and of record in the office of the Chancery Clerk of Madison County, Mississippi in Book 462 at Page 387, we, Bowman S. Tighe Jr., and wife Sylvia G. Tighe, 319 Pear Orchard Circle, Ridgeland, Mississippi-39157 do hereby sell, convey and warrant unto John Read Chesney, and wife Kay Farlow Chesney, 5600 Keele Street, Apartment B-208, Jackson, Mississippi 39206, as tenants by the entirety with the right of survivorship and not as tenants in common the following described land and property lying and being situated in the Town of Ridgeland, Madison County, Mississippi, to-wit:

Lot 15, PEAR ORCHARD SUBDIVISION, PART V, 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, recorded in Plat Book 6, at Page 10, reference to which is hereby made in aid of and as a part of this description.

For the same consideration aforesaid, Grantors do hereby transfer and convey unto Grantees all of the amounts held in escrow by the above-named mortgagees for insurance and taxes and the like; also, for the same considerations aforesaid, Grantors do hereby transfer, set over, and assign unto Grantees all policies of insurance providing coverage for said property.

Ad valorem taxes for the year 1984 are hereby

prorated between Grantors and Grantees as of this date.

WITNESS OUR SIGNATURES this the 28th day of August, 1984.

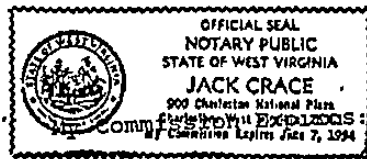
Bowman S. Tighe, Jr.
BOWMAN S. TIGHE, JR.
Sylvia G. Tighe
SYLVIA G. TIGHE

STATE OF WEST VIRGINIA

COUNTY OF Kanawha

The above and within named Grantor, BOWMAN S. TIGHE, JR., appeared before me and acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 28th day of August, 1984.



Jack Crace
NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF HINDS

The above and within named Grantor, SYLVIA G. TIGHE, appeared before me and acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 30th day of August, 1984.

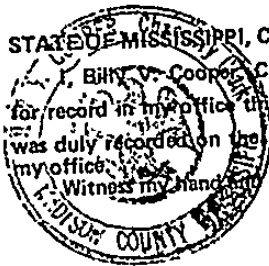
[Signature]
NOTARY PUBLIC

My Commission Expires:

7-26-85

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4th day of September, 1984, at 9:00 clock A.M., and was duly recorded on the 4th day of September, 1984, Book No. 199, on Page 335.
Witness my hand and seal of office, this the 4th day of September, 1984.



BILLY V. COOPER, Clerk

By [Signature] D. C.

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, NORTHSIDE INVESTORS, INC. P.O. Box 16706, Jackson, Miss. 39236, do hereby sell, convey and warrant unto PHILIP B. MYERS and CYNTHIA F. MYERS, 214 Creekline Drive, Madison, Miss. 39110, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in Madison County, Mississippi, to-wit:

Lot 122, STONEGATE IV, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi as now recorded in Plat Cabinet B, Slide 58.

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

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

WITNESS the signature of NORTHSIDE INVESTORS, INC., by its duly authorized officer, this the 31st day of August, 1984.

NORTHSIDE INVESTORS, INC.

BY: [Signature]
F. BYRON DENNIS, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF Rankin

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

GIVEN under my hand and seal, this the 31st day of August, 1984.

My Commission Expires: March 22, 1987.

[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of September, 1984, at 9:04 o'clock P. M., and was duly recorded on the 4 day of SEP 4, 1984, Book No. 199 on Page 336 in my office.

Witness my hand and seal of office, this the 4 day of SEP 4, 1984.

BILLY V. COOPER, Clerk

By: [Signature] D. C.

ASSUMPTION WARRANTY DEED

6550

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the assumption, and agreement to pay, by the Grantees herein, that certain indebtedness to Mid State Mortgage Company, which is secured by a Deed of Trust on the hereinafter described land and property as recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Book 447 at Page 577 and Assignment executed by Mid State Mortgage Company to Federal National Mortgage Association dated October 6, 1978 and filed on October 13, 1978 at 9:00 A.M., recorded in Book 448 at Page 723, we, the undersigned, Charles W. Hopper and Beverly C. Hopper, do hereby sell, convey and warrant unto James K. Taylor and Paula P. Taylor, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in Madison County, Mississippi, to-wit:

Lot 16, Traceland North, Part IV, 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, in Book 6 at Page 19, reference to which is hereby made in aid of and as a part of this description.

For the considerations named herein, Grantors do hereby sell, assign and deliver unto Grantees herein all of their rights, title and interest in and to any and all escrow funds held by the beneficiary of the above named deed of trust, or its assigns, for the payments of taxes and insurance and all insurance policies covering improvements located on the above described property. If an analysis of the escrow account indicates a shortage, Grantors agree to satisfy same.

It is understood and agreed that the transfer of the Grantor's escrow accounts as set out above shall act as a proration of the taxes for the current year.

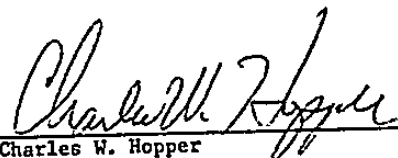
The warranty of this conveyance is made expressly subject to

all restrictive covenants, rights of way, easements, and mineral reservations of record affecting the above-described property.

WITNESS THE SIGNATURE of the Grantors this the 30th day of August, 1984.

Grantors' Address:

c/o Bourne-McGehee
P. O. Box 16706
Jackson, Miss. 39236


Charles W. Hopper

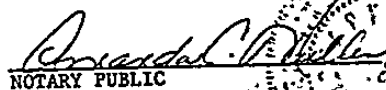
Grantees' Address:

143 Cypress Drive
Madison, MS 39110


Beverly C. Hopper

STATE OF MISSISSIPPI
COUNTY OF HINDS

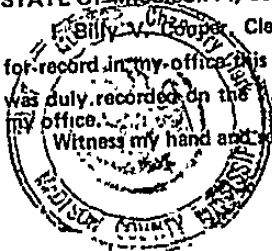
PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Charles W. Hopper and Beverly C. Hopper, who acknowledged to me that they signed and delivered the above and foregoing instrument as their act and deed. GIVEN under my hand and official seal this the 30th of August, 1984.


NOTARY PUBLIC

My Commission Expires:
9-16-85

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of September 19 84, at 9:00 o'clock AM, and was duly recorded on the 4 day of SEP 19 84, Book No. 199 on Page 337 in my office. Witness my hand and seal of office, this the 4 day of SEP, 19 84.



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

CORRECTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, GUS A. PRIMOS, Attorney in Fact for Robert C. Travis, Grady L. McCool, Jr. and W. F. Dearman, Jr., by virtue of that certain Power of Attorney on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 192, at Page 574, and GUS A. PRIMOS, individually, do hereby sell, convey and warrant unto RICHARD B. FLYNT, and wife, PAMELA T. FLYNT, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot 52, SANDALWOOD SUBDIVISION, Part Four, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Cabinet B, at Slide 46, reference to which is hereby made in aid of and as a part of this description.

This conveyance is made subject to a prior reservation of all oil, gas and other minerals, and to any easements or rights of way now of record pertaining to the subject lands.

This conveyance is further subject to those certain restrictive covenants recorded in Book 503, at page 539, of the records of said county.

The subject lands constitute no part of the homestead of any of the grantors herein.

Grantors herein warrant that facilities are presently available to the lot site for water, sewer and utilities.

It is understood and agreed that the advalorem taxes for the year 1984 are to be prorated between the parties as of the effective date of this deed.

By Warranty Deed dated March 31, 1984, and recorded in Book 194, at Page 671, of the land records of Madison County, Mississippi, the above described deed was dated March 31, 1984, notarized March 9, 1984, and recorded March 13, 1984. This

Correction Warranty Deed is given to correct the effective date of that Warranty Deed to March 8, 1984, which is the effective date of this Correction Warranty Deed.

WITNESS OUR SIGNATURES this the 31st day of August, 1984.

ROBERT C. TRAVIS, GRADY MCCOOL, JR.,
W. F. DEARMAN, JR.

BY:

Gus A. Primos
GUS A. PRIMOS, Their
Attorney in Fact

Gus A. Primos
GUS A. PRIMOS

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Gus A. Primos, who acknowledged to me that he is the Attorney in Fact for Robert C. Travis, Grady McCool, Jr. and W. F. Dearman, Jr. by virtue of that certain Power of Attorney dated December 8, 1983, and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 192, at Page 574, thereof, and that he signed and delivered the above and foregoing Correction Warranty Deed in such capacity, and individually, on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 31st day of August, 1984.

N. W. Crisler
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Nov. 25, 1984

GRANTORS:

Robert C. Travis, Grady McCool, Jr.,
W. F. Dearman, Jr., and Gus A. Primos,
Post Office Box 651
Jackson, Mississippi 39205

GRANTEES:

Mr. and Mrs. Richard B. Flynt
5790 East Swdgwick Court
Jackson, Ms 39211

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 31st day of September, 1984, at 9:00 o'clock P. M. and was duly recorded on the 31st day of September, 1984. Book No. 199 on Page 339. in my office. Witness my hand and seal of office, this the 31st day of September, 1984.

BILLY V. COOPER, Clerk

By N. W. Crisler, D. C.

GRANTOR'S ADDRESS P.O. Box 16833, JACKSON, MS. 39236GRANTEE'S ADDRESS 542 Hunters Creek Circle Madison, MS 39110

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, LARRY LEWIS

do hereby sell, convey and warrant unto JAMES BETHEA and SANDRA BETHEA as joint tenants with full right of survivorship and not as tenants in common

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

Lot Twenty-One (21) of HUNTERS CREEK 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 Cabinet B at Slot 33, 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 Larry Lewis to

FIRST NATIONAL BANK OF JACKSON dated 8-22-84, and recorded in the office of the aforesaid Clerk in Book 542 at Page 327.

Grantors do hereby assign, set over and deliver unto the grantees any and all ~~es~~ 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 24th day of August, 1984.

Larry Lewis
LARRY LEWIS

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 Larry Lewis who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 24th day of AUGUST, 1984.

My Commission Expires:

9-16-85

NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 24th day of Sept, 1984, at 9:00 clock A.M., and was duly recorded on the 24th day of SEP, 1984, in Book No. 159 on Page 341 in my office.

Witness my hand and seal of office, this the 24th day of SEP, 1984.

BILLY V. COOPER, Clerk

By N. Wright, D. C.

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, NORTHSIDE INVESTORS, INC. P.O. BOX 16706, Jackson, Miss. 39236, do hereby sell, convey and warrant unto JACK W. BLASINGAME, JR. AND WIFE, BEVERLY W. BLASINGAME, 205 Creekline Drive, Madison, Mississippi 39110, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in Madison County, Mississippi, to-wit:

Lot 131, STONEGATE IV, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi as now recorded in Plat Cabinet B, Slide 58.

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

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

WITNESS the signature of NORTHSIDE INVESTORS, INC., by its duly authorized officer, this the 31st day of August, 1984.

NORTHSIDE INVESTORS, INC.

BY: F. BYRON DENNIS, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF Rankin

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

Given under my hand and seal, this the 31st day of August, 1984.

My Commission Expires:
March 22, 1987

Sandra Irene Williams
NOTARY PUBLIC

STATE OF MISSISSIPPI County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of Sept, 1984, at 9:00 o'clock A.M. and was duly recorded on the SEP 4 day of 1984, Book No. 199, on Page 342 of my office.

Witness my hand and seal of office, this the SEP 4 day of 1984.

BILLY V. COOPER, Clerk

By: D. Wright, D.C.

Jan Non-Exercise of Right of
First Refusal
See Book 453 Page 427
Steuernagel CC
By Charles DC 11-9-99

BOOK 199 PAGE 343

INDEXED

WARRANTY DEED

6561

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, RIDGELAND ASSOCIATES ("Grantor"), a New York limited partnership, having its principal office at c/o Cadillac Fairview Shopping Centers (U.S.) Limited, One North Broadway, White Plains, New York 10601, does hereby sell, convey and warrant unto MURRY J. EVANS ("Grantee"), having an address at P.O. Box 9757, Mobile, Alabama 36691, the land and property lying and being situated in Madison County, State of Mississippi ("Premises"), more particularly bounded and described as follows:

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1300.27 feet to the intersection of the existing right-of-way of Wheatley Street with the proposed new eastern right-of-way of said Wheatley street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes, 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point the proposed new northern right-of-way line of County line road; run thence along said proposed new Northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 36.19 feet to the Southwest corner of and the Point of Beginning for the property herein described:

Leaving aforesaid proposed new northern right-of-way line County Line Road and from the Point of Beginning, run North 00 degrees 03 minutes 00 seconds West, 153.92 feet of the beginning of a curve, run thence northerly, clockwise along the arc of said curve, 16.19 feet to a point, said curve having a central angle of 9 degrees 16 minutes 37 seconds and a chord bearing and distance of North 04 degrees 35 minutes 33 seconds East, 16.18 feet to a point; run thence North 89 degrees 57 minutes 00 seconds East, 238.69 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 170.00 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 240.00 feet to the Point of Beginning, situated in the Southeast one-quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi and containing 0.937 acres (40,799 sq. ft.) more or less.

Together with a perpetual, non-exclusive easement ("Road Easement A"), for access, ingress and egress in, on, under, over, through and across a certain parcel of land, which is described on Exhibit A annexed hereto and made a part hereof ("Burden Parcel A"), which Burden Parcel A is designated on the Plot Plan annexed hereto and made a part hereof as Exhibit B, and which comprises a portion of that certain parcel of land ("Entire Site") more particularly described on Exhibit C annexed hereto and made a part hereof, upon which it is contemplated there will be developed a regional shopping center known as Northpark Shopping Center ("Northpark Shopping Center"), which Road Easement A shall be for the purpose of (a) maintaining, repairing and replacing that portion of the paved road which will be constructed and installed by Grantor, at its sole cost and expense, except as hereinafter provided, on the land encumbered by Road Easement A (such road, together with the paved road which will be constructed and installed on the land encumbered by Access Easement A (as hereinafter defined) being hereinafter referred to as "Access Road A") and (b) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises, County Line Road, and the Ring Road which Road Easement A shall (i) run with and encumber Burden Parcel A and be binding upon all parties having any right, title or interest in and to the whole, or any part, of Burden Parcel A, their respective heirs, successors and assigns, forever, and (ii) inure to the benefit of the Premises and any party having any right, title or interest in and to the whole, or any part, of the Premises, their respective heirs, successors and assigns, forever; but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public. Grantor reserves the right to relocate Road Easement A in the event, in Grantor's judgment, it becomes necessary or desirable, due to a condemnation or a change or contemplated change in the layout, whether of the improvements at, or the location or dimensions of, the various parcels comprising the Entire Site or in the traffic patterns for the Entire Site, or any portion thereof, and in such event, Grantor shall, in good faith, designate a new area for the location of Road Easement A, or of the portion(s) of Road Easement A so affected, corresponding as closely as practicable to the route of Road Easement A as described on Exhibit A hereto, and in any event, adequate for its intended purpose. It shall be the obligation of Grantee to reimburse Grantor for twenty percent (20%) of the cost of constructing and installing Access Road A; provided, however, that Grantee shall be obligated to pay to Grantor no more than \$5,800.00 with respect to such reimbursement. In addition, following the construction of Access Road A, it shall be the joint and several obligation of Grantee and each of the owners of certain parcels of land comprising a portion of the Entire Site to which Grantor, in Grantor's sole discretion, has granted, or will in the future grant, the right to use, and have direct access to, Access Road A (such parcels of land being hereinafter collectively referred to as "Access A Benefit Parcels" and Grantee together with the owners of the Access A Benefit Parcels being hereinafter collectively referred to as "Access A Beneficiaries") to maintain, repair and replace Access Road A, such maintenance, repair and replacement (collectively, "Road Work") to be of a standard at least equal to that provided for the balance of Northpark Shopping Center. The expense of the Road Work shall be apportioned equally among

BOOK 199 PAGE 344

each of the Access A Beneficiaries, notwithstanding the ultimate locations and descriptions of Road Easement A, Burden Parcel A and Access Easement A. If the Access A Beneficiaries shall fail to do the Road Work, as hereinabove provided, Grantor shall have the right, but not the obligation, upon ten (10) days' notice to the Access A Beneficiaries (unless within such 10-day period the Access A Beneficiaries, or any one of them, shall undertake to properly do the Road Work) and without notice in the case of emergency, to take such action as shall be necessary to cause Access Road A to be maintained, repaired or replaced, from time to time and at any time, in a condition, which in Grantor's reasonable judgment, reflects the standards and quality of Northpark Shopping Center, for the account of the Access A Beneficiaries. In such case, the Access A Beneficiaries shall reimburse Grantor, within ten (10) days after demand therefor, for the costs incurred by it in so doing, plus an overhead charge equal to thirty-five percent (35%) of such costs.

Together with a perpetual, non-exclusive easement ("Road Easement B"), for access, ingress and egress in, on, under, over, through and across a certain parcel of land, which is described on Exhibit D annexed hereto and made a part hereof ("Burden Parcel B"), which Burden Parcel B is designated on the Plot Plan annexed hereto as Exhibit B, and which comprises a portion of the Entire Site, which Road Easement B shall be for the purpose of (a) maintaining, repairing and replacing that portion of the paved road which will be constructed and installed by Grantor, at its sole cost and expense, except as hereinafter provided, on the land encumbered by Road Easement B (such road, together with the paved road which will be constructed and installed on the land encumbered by Access Easement B (as hereinafter defined) being hereinafter referred to as "Access Road B") and (b) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises and County Line Road, which Road Easement B shall (i) run with and encumber Burden Parcel B and be binding upon all parties having any right, title or interest in and to the whole, or any part, of Burden Parcel B, their respective heirs, successors and assigns, forever, and (ii) inure to the benefit of the Premises and any party having any right, title or interest in and to the whole, or any part, of the Premises, their respective heirs, successors and assigns, forever; but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public. Grantor reserves the right to relocate Road Easement B in the event, in Grantor's judgment, it becomes necessary or desirable, due to a condemnation or a change or contemplated change in the layout, whether of the improvements at, or the location or dimensions of, the various parcels comprising the Entire Site or in the traffic patterns for the Entire Site, or any portion thereof, and in such event, Grantor shall, in good faith, designate a new area for the location of Road Easement B, or of the portion(s) of Road Easement B so affected, corresponding as closely as practicable to the route of Road Easement B as described on Exhibit D hereto, and in any event, adequate for its intended purpose. It shall be the obligation of Grantee to reimburse Grantor for fifty percent (50%) of the cost of constructing and installing Access Road B; provided, however, that Grantee shall be obligated to pay to Grantor no more than \$3,500.00

BOOK 199 PAGE 345

with respect to such reimbursement. In addition, following the construction of Access Road B, it shall be the joint and several obligation of Grantee and each of the owners of certain parcels of land comprising a portion of the Entire Site to which Grantor, in Grantor's sole discretion, has granted, or will in the future grant, the right to use, and have direct access to, Access Road B (such parcels of land being hereinafter collectively referred to as "Access B Benefit Parcels" and Grantee together with the owners of the Access B Benefit Parcels being hereinafter collectively referred to as "Access B Beneficiaries") to perform the Road Work with respect to Access Road B, such Road Work to be of a standard at least equal to that provided for the balance of Northpark Shopping Center. The expense of the Road Work shall be apportioned equally among each of the Access B Beneficiaries, notwithstanding the ultimate locations and descriptions of Road Easement B, Burden Parcel B and Access Easement B. If the Access B Beneficiaries shall fail to do the Road Work, as hereinabove provided, Grantor shall have the right, but not the obligation, upon ten (10) days' notice to the Access B Beneficiaries (unless within such 10-day period the Access B Beneficiaries, or any one of them, shall undertake to properly do the Road Work) and without notice in the case of emergency, to take such action as shall be necessary to cause Access Road B to be maintained, repaired or replaced, from time to time and at any time, in a condition, which in Grantor's reasonable judgment, reflects the standards and quality of Northpark Shopping Center, for the account of the Access B Beneficiaries. In such case, the Access B Beneficiaries shall reimburse Grantor, within ten (10) days after demand therefor, for the costs incurred by it in so doing, plus an overhead charge equal to thirty-five percent (35%) of such costs.

BOOK 159 PAGE 346

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

1. State of facts shown on the survey prepared and certified by Joe A. Waggoner, Civil Engineer, dated November 10, 1983 and last revised July 30, 1984.
2. Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Associates, D.H. Holmes Company, Limited and McRae's, Inc., dated as of March 16, 1983, and recorded in Book 186 at Page 295 of the Records of Madison County, Mississippi, except that the term "Developer Site" as used in Section 17.2 thereof shall not include the Premises conveyed herein.
3. Supplement to Construction, Operation and Reciprocal Easement Agreement, by Ridgeland Associates, dated May 5, 1983, and recorded in Book 187 at Page 269, of the Records of Madison County, Mississippi.
4. First Amendment to Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Associates, D.H. Holmes Company, Limited and McRae's, Inc., dated as of September 26, 1983 and recorded in Book 521 at Page 324 of the Records of Madison County, Mississippi.
5. Second Amendment to Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Asso-

ciates, D.H. Holmes Company, Limited, McRae's, Inc., J.C. Penney Company, Inc. and J.C. Penney Properties, Inc., dated as of November 28, 1983 and recorded in Book 526 at Page 145 of the records of Madison County, Mississippi (the Construction, Operation and Reciprocal Easement Agreement, as so supplemented and amended, is hereinafter collectively referred to as the "COREA").

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

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

8. The written consent of any holder of a then valid first mortgage or deed of trust lien or interest on any portion of the Entire Site owned by Grantor (any such holder being hereinafter referred to as "Mortgagee"), to any termination, extension, modification or amendment of the Declaration of Covenants insofar as it relates to the Premises, notwithstanding anything to the contrary contained in Paragraph

BOOK 199 P. 347

15 of the Declaration of Covenants. The provisions of the previous sentence of this Paragraph 8 shall be of no force and effect upon the execution and recordation, in the Official Records of Madison County, Mississippi, of either an Amendment to Declaration of Covenants or an Amended and Restated Declaration of Covenants (either of said documents being hereinafter referred to as "Amended Declaration of Covenants") to be made by Ridgeland Associates, which Amended Declaration of Covenants shall (i) require the consent of Mortgagee to any termination, extension, modification or amendment of the Amended Declaration of Covenants; (ii) permit Mortgagee to enforce all of the terms, provisions and covenants contained therein against Developer, any Owner or Occupant of all or any portion of the Peripheral Land (as such terms are defined in the Declaration of Covenants) and against any other parties affected by the Declaration of Covenants; (iii) incorporate the provisions of Paragraphs 2 and 4 of the Covenants and Restrictions (as hereinafter defined); (iv) make any other amendment, modification or revision to the Declaration of Covenants requested by Mortgagee, provided that without the consent of Grantee, such amendment, modification or revision does not materially, adversely affect Grantee and the use of the Premises; and (v) either amend or supersede and replace the Declaration of Covenants; provided, however, that following the recordation of the Amended Declaration of Covenants, the warranty of the conveyance made herein shall then be subject to the Amended Declaration of Covenants.

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

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

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

12. The written consent of Mortgagee to any termination, extension, modification or amendment to the provisions of Paragraphs 2 and 4 of the Covenants and Restrictions insofar as the Covenants and Restrictions relate to the Premises, notwithstanding anything to the contrary contained in the Covenants and Restrictions. The provisions of the pre-

BOOK 199 PAGE 348

vious sentence of this Paragraph 12 shall be of no force or effect upon the execution and recordation, in the Official Records of Madison County, Mississippi, of the Amended Declaration of Covenants in the event that the Declaration of Covenants is thereby amended to incorporate the terms and provisions of Paragraphs 2 and 4 of the Covenants and Restrictions; provided, however, that, following the recordation of the Amended Declaration of Covenants so providing, the warranty of the conveyance made herein shall then be subject to the Amended and Restated Declaration of Covenants.

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

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

(b) a perpetual utility easement ("Utility Easement"), for the benefit of the Entire Site (including, without limitation, all easements which are necessary to bring all utility lines from County Line Road to Out-Parcel No. 3B, the location of which Out-Parcel is designated on the Plot Plan annexed hereto as Exhibit B), for the purpose of installing, maintaining, using, repairing and replacing utility lines underground and within the Premises, including, but not limited to, water, gas, telephone, electric, storm sewer and sanitary sewer lines and other facilities and equipment, provided, that Grantor shall not install a sewer drainage lift station on the Premises, and provided further that all such utility lines shall be underground and the installation of such utility lines shall not unreasonably interfere with the conduct of Grantees' business, which Utility Easement shall (i) run with and encumber the Premises and be binding upon all parties having any right, title or interest in the whole, or any part, of the Premises, their respective heirs, successors and assigns, forever, and (ii) inure to the benefit of the Entire Site, and all parties having any right, title or interest in the whole, or any part, of the Entire Site, their respective heirs, successors and assigns, forever. Grantor reserves the right to relocate the Utility Easement to such place on the Premises as it shall designate; provided, however, that such relocation shall be made at Grantor's sole cost and expense and provided further that any such relocation shall not unreasonably interfere with the conduct of Grantee's business and that Grantor, at Grantor's expense, shall restore and repair any affected portion of the Premises following such relocation to substantially the state of such affected portion prior to such relocation.

BOOK 199 PAGE 349

14. Grantor's reservation hereby of a perpetual, non-exclusive access easement ("Access Easement A"), for access, ingress and egress in, on, under, over, through and across that certain parcel of land which is described on Exhibit F annexed hereto and made a part hereof and is designated on the Plot Plan annexed as Exhibit B hereto, for the benefit of (a) Grantor, its successors and assigns and its and their respective agents, contractors, designees, servants and employees, for the purpose of (i) constructing, installing, maintaining, repairing and replacing a paved road over the land encumbered by Access Easement A (but only at such time as all of the land contiguous to Access Easement A has been sold by Grantor), and (ii) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises, County Line Road, and the Ring Road, and (b) the Access A Benefit Parcels, for the purpose of (i) maintaining, repairing and replacing that portion of Access Road A which is located on the Premises and situated on the land encumbered by Access Easement A, and (ii) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises, County Line Road, and the Ring Road, which Access Easement A shall (x) run with and encumber the Premises and be binding upon all parties having any right, title or interest in the whole, or any part, of the Premises, their respective heirs, successors and assigns, forever, (y) inure to the benefit of Grantor and Grantor's heirs, successors and assigns, forever, and (z) inure to the benefit of the Access A Benefit Parcels and all parties having any right, title or interest in the whole, or any part, of the Access A Benefit Parcels, their respective heirs, successors and assigns, forever; but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public. Grantor reserves the right to relocate Access Easement A, in the event, in Grantor's judgment, it becomes necessary or desirable due to a condemnation or a change or a contemplated change in the layout, whether of the improvements at, or the location or dimensions of, the various parcels comprising the Entire Site or in the traffic patterns for the Entire Site, or any portion thereof, and in such event, Grantor shall, in good faith, designate a new area for the location of Access Easement A, or of the portion(s) of Access Easement A so affected, corresponding as closely as practicable to the route of Access Easement A as described on Exhibit F hereto, and in any event, adequate for its intended purpose.

15. Grantor's reservation hereby of a perpetual, non-exclusive access easement ("Access Easement B"), for access, ingress and egress in, on, under, over, through and across that certain parcel of land which is described on Exhibit G annexed hereto and made a part hereof and is designated on the Plot Plan annexed as Exhibit B hereto, for the benefit of (a) Grantor, its successors and assigns and its and their respective agents, contractors, designees, servants and employees, for the purpose of (i) constructing, installing, maintaining, repairing and replacing a paved road over the land encumbered by Access Easement B (but only at such time as all of the land contiguous to Access Easement B has been sold by Grantor), and (ii) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises and County Line Road, and (b) the Access B Benefit Parcels, for the purpose of (i) maintaining, repairing and replacing that portion of Access Road B which is located on

BOOK 199 PAGE 350

the Premises and situated on the land encumbered by Access Easement B, and (11) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises and County Line Road, which Access Easement B shall (x) run with and encumber the Premises and be binding upon all parties having any right, title or interest in the whole, or any part, of the Premises, their respective heirs, successors and assigns, forever, (y) inure to the benefit of Grantor and Grantor's heirs, successors and assigns, forever, and (z) inure to the benefit of the Access B Benefit Parcels and all parties having any right, title or interest in the whole, or any part, of the Access B Benefit Parcels, their respective heirs, successors and assigns, forever; but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public. Grantor reserves the right to relocate Access Easement B, in the event, in Grantor's judgment, it becomes necessary or desirable due to a condemnation or a change or a contemplated change in the layout, whether of the improvements at, or the location or dimensions of, the various parcels comprising the Entire Site or in the traffic patterns for the Entire Site, or any portion thereof, and in such event, Grantor shall, in good faith, designate a new area for the location of Access Easement B, or of the portion(s) of Access Easement B so affected, corresponding as closely as practicable to the route of Access Easement B as described on Exhibit G hereto, and in any event, adequate for its intended purpose.

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

BOOK 189 PAGE 351

shall be readjusted on the basis of the actual tax bill relating solely to the Premises, promptly after receipt thereof. The provisions of this Paragraph 16 shall survive the Closing.

17. Grantor represents, warrants, covenants to and agrees with Grantee that Access Road A and Access Road B shall be completed no later than the opening for business by Grantee of a restaurant to be built by Grantee on the Premises.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer, as of this 20th day of August, 1984.

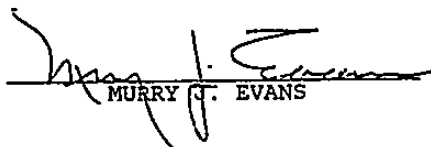
RIDGELAND ASSOCIATES

By: CF Jackson Associates,
General Partner

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

By: 
President

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


MURRY J. EVANS

BOOK 199 PAGE 352

STATE OF NEW YORK)
COUNTY OF Westchester) ss.:

I HEREBY CERTIFY that on this 21st day of August, 1984, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Alexius C. Conroy, to me known to be the person described in and who executed the foregoing instrument as President of CADILLAC FAIRVIEW SHOPPING CENTER PROPERTIES (MISSISSIPPI) INC., acting in its capacity as general partner of CF Jackson Associates, a general partnership, acting in its capacity as general partner of Ridgeland Associates, a limited partnership, and he acknowledged before me that he signed, executed and delivered the same as such officer in such capacity on the day and year therein mentioned.

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

Alice Mizerik
Notary Public

My Commission expires on Notary Public, State of New York
ALICE MIZERIK
No. 4780459
Qualified in Westchester County
Commission Expires March 30, 1985

BOOK 199 PAGE 353

STATE OF Mississippi)
COUNTY OF Hinds) ss.:

I HEREBY CERTIFY that on this 31st day of August, 1984, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MURRY J. EVANS, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he signed and delivered the same on the day and year therein mentioned.

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

Juanita Lester
Notary Public

My Commission expires on My Commission Expires July 24, 1984

Address of Grantor is:

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

Address of Grantee is:

P.O. Box 9757
Mobile, Alabama 36691

EXHIBIT A

ACCESS EASEMENT "A" LESS THE PORTION IN PARCEL 3A BOOK 199 PAGE 354

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West, 1300.27 feet to the intersection of the existing right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.6 feet; North 89 degrees 56 minutes 20 seconds East, 249.17 feet to the southwest corner of and the Point of Beginning for the property herein described:

From the Point of Beginning leaving said proposed new northern right-of-way line, run thence northerly, counterclockwise along the arc of a curve, 32.48 feet to the Point of Tangency, said curve having a central angle of 53 degrees 09 minutes 46 seconds and a chord bearing and distance of North 26 degrees 31 minutes 53 seconds East, 31.32 feet; run thence North 00 degrees 03 minutes 00 seconds West, 108.99 feet to the beginning of a curve; run thence Northwesterly, counterclockwise along the arc of said curve, 31.42 feet; to the Point of Tangency, said curve having a central angle of 90 degrees 00 minutes 00 seconds and a chord bearing and distance of North 45 degrees 03 minutes 00 seconds West, 28.28 feet; run thence South 89 degrees 57 minutes 00 seconds West, 219.96 feet to a point on a curve; run thence northeasterly, clockwise along the arc of said curve 108.88 feet to the Point of Tangency, said curve having a central angle of 55 degrees 12 minutes 27 seconds and a chord bearing and distance of North 29 degrees 08 minutes 10 seconds East, 104.72 feet; run thence North 56 degrees 44 minutes 24 seconds East, 140.44 feet to a beginning of a curve; run thence northerly counterclockwise along the arc of said curve 35.37 feet to the back side of a curb, said curve having a central angle of 101 degrees 19 minutes 19 seconds and a chord bearing and distance of North 06 degrees 04 minutes 44 seconds East, 30.94 feet; run thence southeasterly, counterclockwise along the arc of a curve on said back side of a curb, 66.53 feet to a point, said curve having a central angle of 03 degrees 33 minutes 16 seconds and a chord bearing and distance of South 46 degrees 21 minutes 27 seconds East, 66.52 feet; leaving said back side of a curb, run thence southwesterly, counterclockwise along the arc of a curve, 26.22 feet to the Point of Tangency, said curve having a central angle of 75 degrees 07 minutes 25 seconds and a chord bearing and distance of North 85 degrees 41 minutes 54 seconds West, 24.38 feet; run thence South 56 degrees 44 minutes 24 seconds West, 155.79 feet to the beginning of a curve; run thence southwesterly, counterclockwise along the arc of said curve, 14.64 feet to the beginning of a compound curve, said curve having a central angle of 09 degrees 38 minutes 20 seconds and a chord bearing and distance of South 51 degrees 55 minutes 15 seconds West, 14.62 feet; run thence southerly, counterclockwise along the arc of said curve, 47.88 feet to the Point of Tangency, said curve having a central angle of 137 degrees 09 minutes 08 seconds and a chord bearing and

EXHIBIT A

BOOK 199 PAGE 355

distance of South 21 degrees 28 minutes 26 seconds East, 37.24 feet; run thence North 89 degrees 57 minutes 00 seconds East, 198.56 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 155.27 feet to the beginning of a curve; run thence southeasterly, counterclockwise along the arc of said curve 32.35 feet to the aforesaid proposed new northern right-of-way line of County Line Road, said curve having a central angle of 52 degrees 57 minutes 41 seconds and a chord bearing and distance of South 26 degrees 31 minutes 51 seconds East, 31.21 feet; run thence North 89 degrees 36 minutes 11 seconds West, along said proposed new northern right-of-way line, 26.92 feet to a point; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 27.02 feet to the Point of Beginning situated in the Southeast One Quarter (SE $\frac{1}{4}$) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, less and except the following described property:

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1300.27 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new Northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 249 feet to the Southwest corner of and the Point of Beginning for the property herein described:

From the Point of Beginning leaving said proposed new northern right-of-way line, run thence northerly, counterclockwise along the arc of a curve, 32.48 feet to the Point of Tangency, said curve having a central angle of 53 degrees 09 minutes 46 seconds and a chord bearing and distance of North 26 degrees 31 minutes 53 seconds East, 31.32 feet; run thence North 00 degrees 03 minutes 00 seconds West, 108.99 feet to the beginning of a curve; run thence Northwesterly, counterclockwise along the arc of said curve, 31.42 feet to the Point of Tangency, said curve having a central angle of 90 degrees 00 minutes 00 seconds and a chord bearing and distance of North 45 degrees 03 minutes 00 seconds West, 28.28 feet; run thence South 89 degrees 57 minutes 00 seconds West, 206.95 feet to a point on a curve; run thence northerly, clockwise along the arc of said curve, 13.07 feet to a point, said curve having a central angle of 07 degrees 29 minutes 02 seconds and a chord bearing and distance of North 05 degrees 29 minutes 18 seconds East, 13.06 feet; run thence North 89 degrees 57 minutes 00 seconds East, 238.69 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 170.00 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 27.02 feet to the Point of Beginning, situated in the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi.

EXHIBIT C

BOOK 199 PAGE 356

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

Beginning at an iron pin marking the Northeast corner of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run thence North 89 degrees 56 minutes 57 seconds East, 1289.03 feet to a point; run thence South 00 degrees 23 minutes 03 seconds East, 420.05 feet; run thence North 89 degrees 58 minutes 37 seconds West, 832.79 feet; run thence South 00 degrees 02 minutes 30 seconds West, 1531.30 feet; run thence South 89 degrees 56 minutes 20 seconds West, 27.44 feet; run thence North 87 degrees 46 minutes 31 seconds West, 300.86 feet; run thence South 89 degrees 56 minutes 20 seconds West, 739.38 feet; run thence North 89 degrees 56 minutes 11 seconds West, 250.53 feet; run thence South 89 degrees 56 minutes 20 seconds West, 276.19 feet; run thence North 89 degrees 12 minutes 35 seconds West, 85.65 feet; run thence North 44 degrees 57 minutes 44 seconds West, 57.31 feet; run thence North 00 degrees 42 minutes 54 seconds West, 426.60 feet; run thence North 30 degrees 42 minutes 54 seconds West, 25.97 feet; run thence North 00 degrees 08 minutes 51 seconds East, 205.22 feet; run thence North 06 degrees 41 minutes 43 seconds West, 100.72 feet; run thence North 00 degrees 08 minutes 51 seconds East, 868.33 feet; run thence North 04 degrees 43 minutes 52 seconds East, 150.16 feet; run thence North 00 degrees 08 minutes 51 seconds East, 295.00 feet; run thence North 08 degrees 53 minutes 09 seconds West, 153.10 feet; run thence North 89 degrees 47 minutes 32 seconds East, 1300.27 feet; run thence South 00 degrees 03 minutes 00 seconds East, 327.26 feet to the Point of Beginning, containing 95.037 acres, more or less.

EXHIBIT D

ACCESS EASEMENT "B" LESS PORTION IN PARCEL 3A BOOK 199 PAGE 357

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the Office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West, 1300.27 feet to the intersection of the existing right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees, 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses; South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 37.28 feet to the southwest corner of and the Point of Beginning for the property herein described:

Leaving said proposed new northern right-of-way line and from the Point of Beginning run northerly, clockwise along the arc of a curve, 29.75 feet to the point of tangency, said curve having a central angle of 34 degrees 05 minutes 21 seconds and a chord bearing and distance of North 17 degrees 05 minutes 40 seconds West, 29.31 feet; run thence North 00 degrees 03 minutes 00 seconds West, 56.98 feet to a point; run thence North 89 degrees 57 minutes 00 seconds East, 15.00 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 56.98 feet to the beginning of a curve; run thence southerly, counterclockwise along the arc of a curve, 32.49 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road; said curve having a central angle of 53 degrees 11 minutes 06 seconds and chord bearing and distance of South 26 degrees 38 minutes 33 seconds East, 31.33 feet; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 20.44 feet to the Point of Beginning, situated in the Southeast one-quarter (SE $\frac{1}{4}$) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, less and except the following described property:

Continued on next page.

EXHIBIT D

ACCESS EASEMENT "B" LESS PORTION IN PARCEL 3A
PAGE TWO

BOOK 199 PAGE 358

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the Office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West, 1300.27 feet to the intersection of the existing right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 36.19 feet to a point; leaving said proposed new northern right-of-way line, run thence North 00 degrees 03 minutes 00 seconds West, 1.69 feet to a point on the southern boundary of and the Point of Beginning for the property herein described:

From the Point of Beginning, continue North 00 degrees 03 minutes 00 seconds West, 83.31 feet to a point; run thence North 89 degrees 57 minutes 00 seconds East, 7.50 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 56.98 feet to the beginning of a curve; run thence southerly, counterclockwise along the arc of said curve 32.49 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road, said curve having a central angle of 53 degrees 11 minutes 06 seconds and a chord bearing and distance of South 26 degrees 38 minutes 33 seconds East, 31.33 feet; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 20.44 feet to a point on a curve; run thence northerly, clockwise along the arc of said curve, 2.02 feet to the Point of Beginning, said curve having a central angle of 02 degrees 18 minutes 44 seconds and a chord bearing and distance of North 32 degrees 59 minutes 20 seconds West, 2.01 feet, situated in the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi.

EXHIBIT E to WARRANTY DEED

COVENANTS AND RESTRICTIONS

1. Right of First Refusal.

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

(b) Notwithstanding the foregoing, the provisions of Subparagraph (a) shall not be construed (i) so as to prevent or limit Grantee from mortgaging or pledging Grantee's right, title and interest in and to the Premises, (ii) to apply to leases or occupancy agreements covering less than 25% of the acreage of the Premises and/or less than 25% of the floor area of any improvements located on the Premises, (iii) so as to prevent Grantee from leasing the Premises to an entity controlled by Grantee which entity shall operate the Premises as a Burger King Restaurant for a period of at least one (1) year from the later of (x) the grand opening date of Northpark Shopping Center or (y) the date upon which Purchaser opens the Premises for business with the public, or (iv) so as to prevent Grantee from selling, transferring or conveying all of Grantee's right, title and interest in and to the Premises to Burger King Corporation, in the first instance.

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

BOOK 199 PAGE 333

2. Prohibited Uses.

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

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

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

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

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

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

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

3. Parking.

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

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

BOOK 199 PAGE 360

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

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

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

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

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

4. Building Aesthetics.

No building constructed on the Premises shall exceed thirty-three feet (33') in height. All exterior building materials to be utilized in the construction of any building on the Premises must be approved by Grantor. Any and all buildings constructed on the Premises shall be of first-class structure, workmanship and materials and shall be harmonious with the quality of the buildings comprising the balance of Northpark Shopping Center.

5. Planning Requirements.

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

6. Maintenance and Self Help.

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

7. Cost of Maintenance of the Roads.

Vehicular and pedestrian circulation around Northpark Shopping Center and access to and from the Premises to and from both the balance of Northpark Shopping Center and public roadways are provided by a ring road and access roads (which ring road and access roads, with the exception of Access Road A and Access Road B, are hereinafter collectively referred to

BOOK 199 PAGE 361

as the "Roads"). Grantee shall pay to Grantor \$1,000.00 per year ("Road Maintenance Charge") in respect of any costs that may be incurred by Grantor in maintaining the Roads, commencing with the date upon which Grantee opens the building to be located on the Premises for business to the public ("Opening"), and thereafter, in advance, on the first day of each and every calendar year. If the Opening does not occur on the first day of a calendar year, the Road Maintenance Charge for such year shall be pro-rated on a per diem basis calculated upon the number of days remaining in the calendar year from the date of the Opening. The Road Maintenance Charge payable by Grantee to Grantor shall be subject to annual increase by a percentage equal to the percentage of increase from the Base Date (as hereinafter defined) of the Consumer Price Index ("Index") for All Urban Consumers ("CPI-AUC"), southern region, all items (1967=100), issued and published by the Bureau of Labor Statistics of the United States Department of Labor, which annual increase shall be effective on the January 1st next following the Base Date. In any event, however, and notwithstanding any decrease in such Index, the Road Maintenance Charge payable by Grantee to Grantor shall at no time be reduced. In the event that CPI-AUC ceases to use a 1967 base rate of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in CPI-AUC, then CPI-AUC shall be adjusted to the figure that would have been arrived at had the manner of computing CPI-AUC in effect on the date hereof not been altered. If CPI-AUC is not available the term "Index" shall mean (i) a successor or substitute index to CPI-AUC, appropriately adjusted; or (ii) if such a successor or substitute index is not available or may not lawfully be used for the purposes herein stated, a reliable governmental or other non-partisan publication, selected by Grantor and approved by Grantee (which approval shall not be unreasonably withheld or delayed), evaluating the information theretofore used in determining CPI-AUC. For the purpose of these Covenants and Restrictions the term "Base Date" shall refer to the date on which the Index is published, which is closest to the date immediately preceding the opening of Northpark Shopping Center or the sale of the Premises, whichever is later. Any amount due hereunder from Grantee to Grantor shall, without further act of either Grantee or Grantor, be deemed to constitute a lien against the Premises subordinate to all existing liens and encumbrances, including, but not limited to, leases and mortgages then thereon. Grantee, at the request of Grantor, shall execute such instruments as Grantor deems necessary to confirm and record the existence of said lien, or in default of the execution of such instrument, Grantor is hereby irrevocably appointed as Grantee's attorney in fact (coupled with an interest) to execute the same on behalf of Grantee. Upon the satisfaction of such obligation, Grantor shall forthwith cause its removal from the record or record an appropriate instrument of satisfaction.

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

BOOK 199 PAGE 362

the benefit of Grantor and its successors and assigns, forever.

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

For the purpose of these Covenants and Restrictions, the term "Grantor" shall mean Ridgeland Associates and any successor or assign of all of Ridgeland Associates' interest in and to the Developer Site (other than Parcels 1 through 11 inclusive) as the Developer Site is shown on the Plot Plan of Northpark Shopping Center, a copy of which Plot Plan was recorded on January 6, 1984 in Book 526 at Page 167 of the Records of Madison County, Mississippi..

BOOK 199 PAGE 363

SCHEDULE 1 TO EXHIBIT E

PLANNING REQUIREMENTS

A. The Review Process.

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

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

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

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

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

BOOK 199 PAGE 364

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

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

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

Grantee will be responsible for paying for Grantor's review of Plans. Grantor's charge for reviewing the Plans of Grantee shall be \$1,800.00. This charge shall be for one (1) review of Preliminary Plans and two (2) reviews of Final Plans. Should additional reviews be required or should Plans be partially submitted the charge for each additional or partial review shall be the cost incurred by Grantor in performing such review.

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

thereof, the Proposed Changes shall be resubmitted to Grantor for its written approval. Within a reasonable period of time after the date such resubmission shall have been received by Grantor for its approval, Grantor shall give notice to Site-developer, in writing, of its approval or disapproval thereof.

B. Preliminary Plan Requirements

Preliminary Plan submissions shall include the following:

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

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

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

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

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

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

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

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

C. Final Plan Requirements

Final Plan submissions shall include the following:

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

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

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

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

5. Final samples of actual building materials.

6. Detailed plans and elevations showing all proposed exterior signing locations, sizes and materials.

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

8. A statement that the proposed construction complies with all applicable building code and regulations in connection with the Project. Said statement shall be prepared by Site-developer's architect and site-engineer.

BOOK 199 PAGE 367

EXHIBIT E.

ACCESS EASEMENT "A"

PARCEL 3A PORTION

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1300.27 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new Northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 249.17 feet to the Southwest corner of and the Point of Beginning for the property herein described:

From the Point of Beginning leaving said proposed new northern right-of-way line, run thence northerly, counterclockwise along the arc of a curve, 32.48 feet to the Point of Tangency, said curve having a central angle of 53 degrees 09 minutes 46 seconds and a chord bearing and distance of North 26 degrees 31 minutes 53 seconds East, 31.32 feet; run thence North 00 degrees 03 minutes 00 seconds West, 108.99 feet to the beginning of a curve; run thence Northwesterly, counterclockwise along the arc of said curve, 31.42 feet to the Point of Tangency, said curve having a central angle of 90 degrees 00 minutes 00 seconds and a chord bearing and distance of North 45 degrees 03 minutes 00 seconds West, 28.28 feet; run thence South 89 degrees 57 minutes 00 seconds West, 206.95 feet to a point on a curve; run thence northerly, clockwise along the arc of said curve, 13.07 feet to a point, said curve having a central angle of 07 degrees 29 minutes 02 seconds and a chord bearing and distance of North 05 degrees 29 minutes 18 seconds East, 13.06 feet; run thence North 89 degrees 57 minutes 00 seconds East, 238.69 feet to a point; run thence south .00 degrees 03 minutes 00 seconds East, 170.00 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 27.02 feet to the Point of Beginning, situated in the Southeast one-quarter (SE ¼) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi.

BOOK 199 PAGE 366

Exhibit G

ACCESS EASEMENT "B"

BOOK 199 PAGE 369

PARCEL 3A PORTION

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6 Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West, 1300.27 feet to the intersection of the existing right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 36.19 feet to a point; leaving said proposed new northern right-of-way line, run thence North 00 degrees 03 minutes 00 seconds West, 1.69 feet to a point on the southern boundary of and the Point of Beginning for the property herein described:

From the Point of Beginning, continue North 00 degrees 03 minutes 00 seconds West, 83.31 feet to a point; run thence North 89 degrees 57 minutes 00 seconds East, 7.50 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 56.98 feet to the beginning of a curve; run thence southerly, counterclockwise along the arc of said curve 32.49 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road, said curve having a central angle of 53 degrees 11 minutes 06 seconds and a chord bearing and distance of South 26 degrees 38 minutes 33 seconds East, 31.33 feet; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 20.44 feet to a point on a curve; run thence northerly, clockwise along the arc of said curve, 2.02 feet to the Point of Beginning, said curve having a central angle of 02 degrees 18 minutes 44 seconds and a chord bearing and distance of North 32 degrees 59 minutes 20 seconds West, 2.01 feet, situated in the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi:

Exhibit G

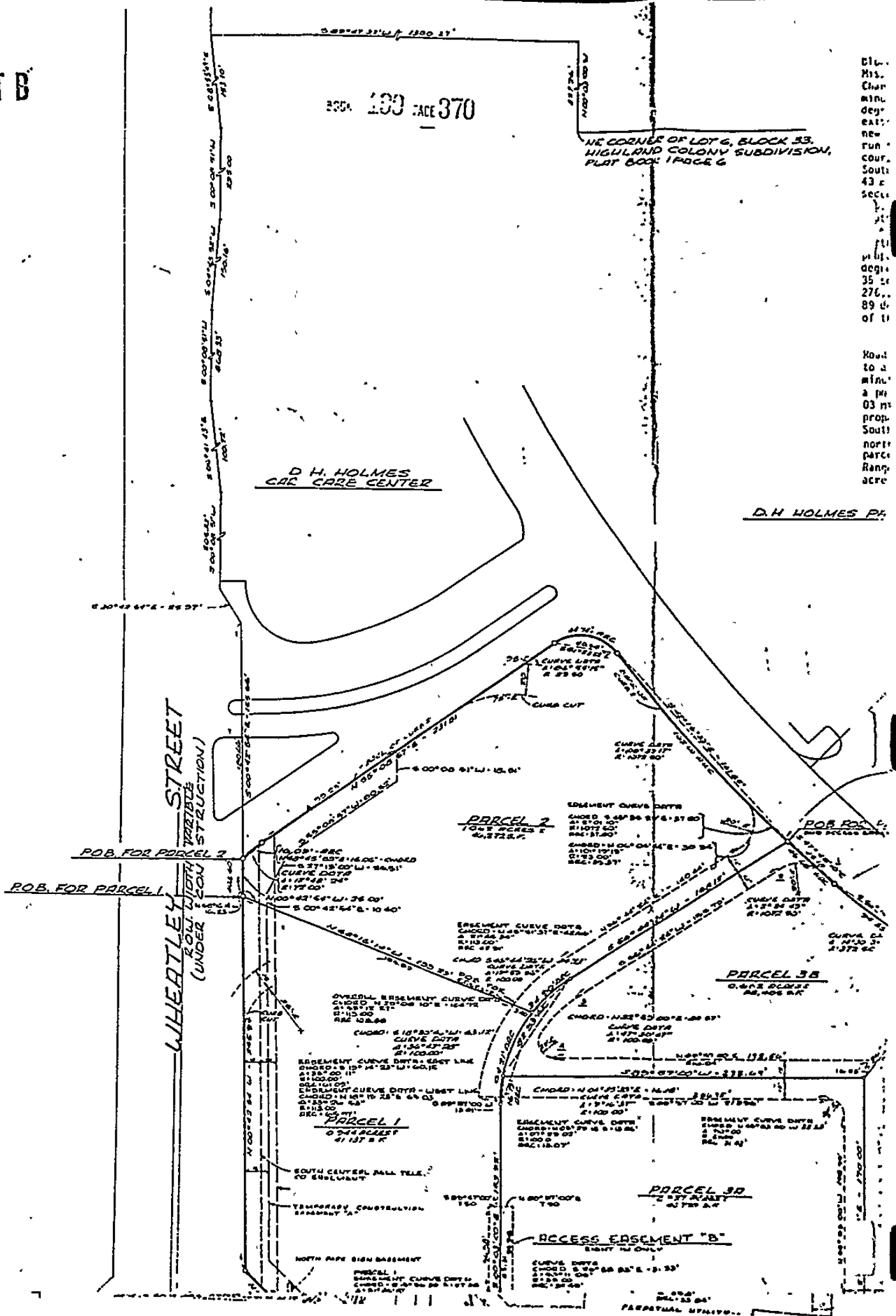
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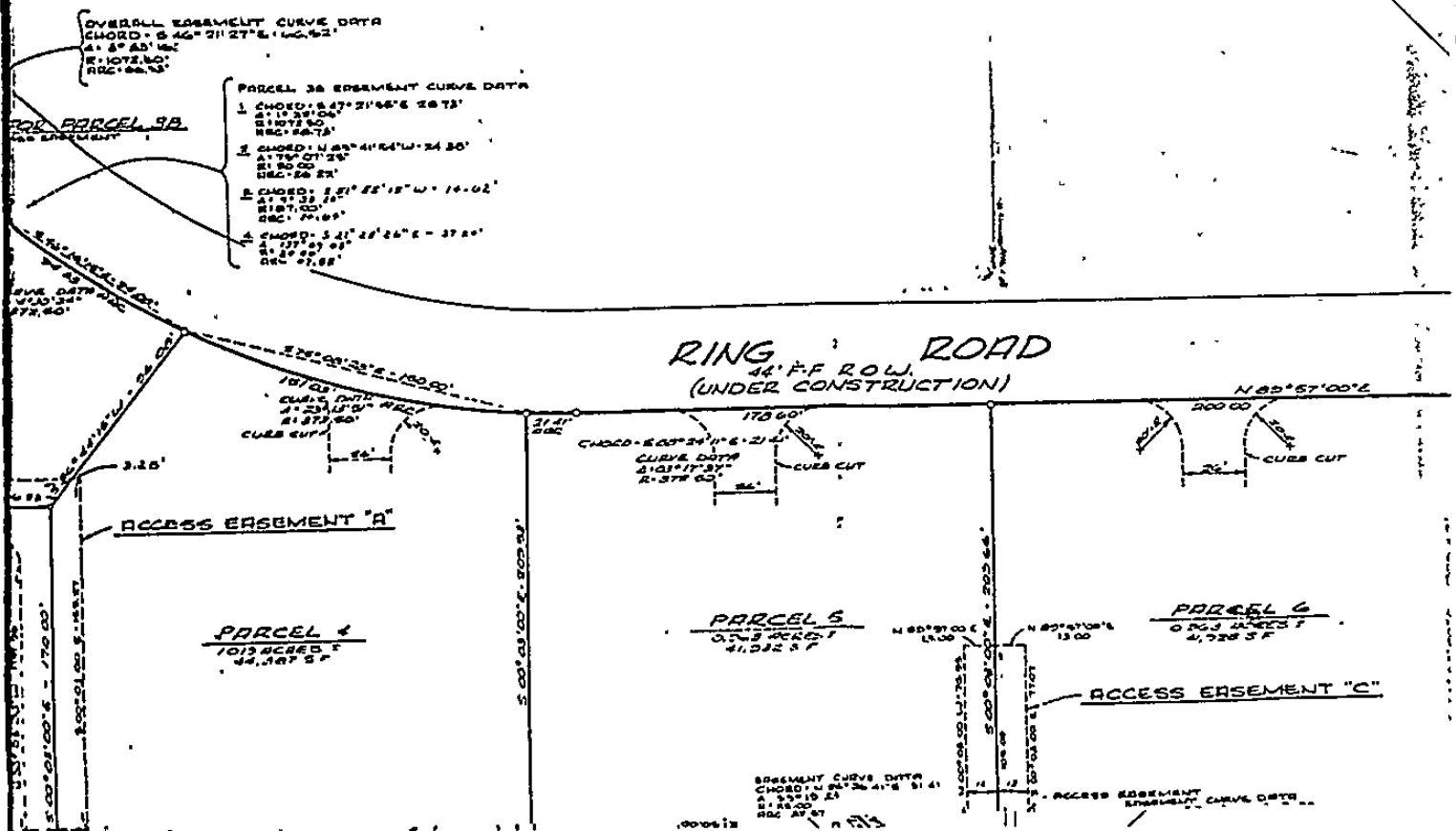
Commence at the Northeast Corner, as marked by an iron pin, of lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1300.27 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new Northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, 151.96 feet to the southwest corner of the point of beginning for the property herein described:

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

Commence at the Northeast Corner, as marked by an iron pin, of Block 33, Highland Colony Subdivision, Ridgeland, Madison County, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1300.27 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way line of Wheatley Street, as marked by an iron pin; run thence along said eastern right-of-way line the following courses: South 08 degree 09 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds East, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degree 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, 151.96 feet to the Southwest corner of and the point of beginning for the property herein described.

Leaving said proposed new northern right-of-way line of County Line Road, run thence North 00 degrees 03 minutes 00 seconds West, 209.66 feet to a point on the back side of a curb; run thence, along the back side of a curb the following courses: North 89 degrees 57 minutes 00 seconds East, 102.00 feet to the beginning of a curve; Southeasterly, clockwise the arc of said curve, 58.77 feet to the point of tangency, said having a central angle of 114 degrees 09 minutes 00 seconds and a bearing and distance of South 32 degrees 58 minutes 30 seconds East, 29.05 feet; South 24 degrees 06 minutes 00 seconds West, 29.05 feet to the point of a curve; Southwesterly, clockwise along the arc of said curve, 58.77 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road, said curve having a central angle of 60 degrees 17 minutes 17 seconds and a chord bearing and distance of South 30 degrees 20 minutes 03 seconds West, 55.64 feet; run thence South 89 degrees 56 minutes 20 seconds West, 168.89 feet to the point of beginning, the parcel situated in the Southeast 1/4 of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.952 acres (41,469 square feet) more or less.

5 PARCEL



Corner, as marked by an iron pin, of lot 6, Division, Ridgeland, Madison County, Mississippi. Page 6 in the office of the Chancery Clerk of North 00 degrees 03 minutes 00 seconds West, thence South 89 degrees 47 minutes 32 seconds Section of the existing eastern right-of-way of proposed new eastern right-of-way of said in iron pin; run thence along said proposed new following courses: South 08 degrees 55 minutes 43 minutes 52 seconds West, 150.16 feet; South West, 868.33 feet; South 06 degrees 41 2 feet; South 00 degrees 08 minutes 51 seconds 42 minutes 54 seconds East, 25.97 feet; 4 seconds East, 426.60 feet to a point on the way line of County Line Road; run thence along of-way line the following courses: South 15 feet, 57.31 feet; South 89 degrees 12 minutes 18 degrees 56 minutes 20 seconds East, 1 minutes 11 seconds East, 250.53 feet; North 15 East, 351.96 feet to the Southwest corner for the property herein described:

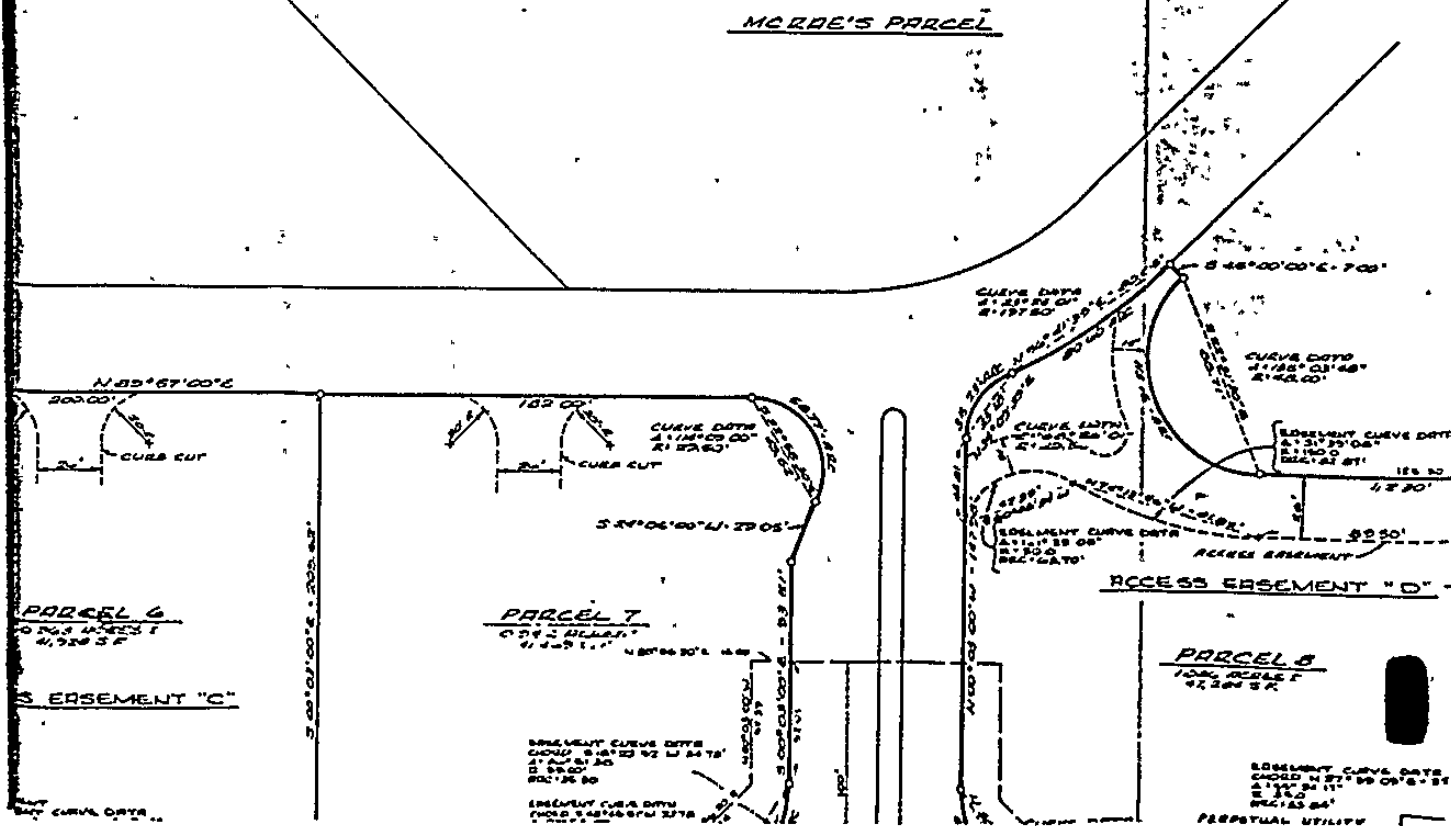
northern right-of-way line of County Line 03 minutes 00 seconds West, 209.62 feet a curb; run thence, along the back side of North 89 degrees 57 minutes 00 seconds East, a curve; Southeast, clockwise along set to the point of tangency, said curve degrees 09 minutes 00 seconds and a chord 12 degrees 58 minutes 30 seconds East, 49.52 es 00 seconds West, 29.05 feet to a point; seconds East, 93.51 feet to the beginning wise along the arc of said curve, 58.34 d proposed new northern right-of-way line having a central angle of 60 degrees 46 bearing and distance of South 30 degrees 64 feet; run thence South 89 degrees 56 feet to the point of beginning, the parcel of Section 31, Township 7 North, Range 2, Mississippi, containing 0.952 acres ss.

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1300.27 feet to the intersection of the existing eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09 seconds East, 155.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, 649.99 feet to the Southwest corner of and the point of beginning for the property herein described:

Leaving said proposed new northern right-of-way line of County Line Road and from the point of beginning, run along the back side of a curb the following courses: Run northerly, clockwise along the arc of a curve, 58.28 feet to the point of tangency, said curve having a central angle of 60 degrees 42 minutes 40 seconds and a chord bearing and distance of North 30 degrees 24 minutes 22 seconds West, 55.59 feet; run thence North 00 degrees 03 minutes 00 seconds West, 147.98 feet to the beginning of a curve; run thence northeasterly, clockwise along the arc of a curve, 35.23 feet to a point on a reverse curve, said curve having a central angle of 68 degrees 26 minutes 01 seconds and a chord bearing and distance of North 34 degrees 09 minutes 30 seconds East, 33.18 feet; run thence northeasterly, counterclockwise along the arc of said curve 80.60 feet to a point, said curve having a central angle of 23 degrees 23 minutes 01 seconds and a chord bearing and distance of North 56 degrees 41 minutes 35 seconds East, 80.05 feet; leaving said back side of a curve, run thence South 45 degrees 00 minutes 00 seconds East, 7.00 feet to a point on a curve; run thence southeasterly, counterclockwise along the arc of said curve 113.15 feet to the point of tangency, said curve having a central angle of 135 degrees 03 minutes 48 seconds and a chord bearing and distance of South 22 degrees 31 minutes 30 seconds East, 88.71 feet; run thence North 89 degrees, 57 minutes 00 seconds East, 112.30 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 185.05 feet to a point on the afore-said proposed new northern right-of-way line of County Line Road; run thence North 87 degrees 46 minutes 31 seconds West, along said proposed new northern right-of-way line, 118.46 feet to a point; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 90.29 feet to the point of beginning, situated in the Southeast one-quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi and containing 1.086 acres (47,284 sq. ft.) more or less.

Com. Lot 6, B. County, office o North 00 pin 27 of 1 -of when followin 153.10 fi feet; So South 00 06 degree 08 minut 54 second East, 42. way line northern 57 minut 35 second East, 27 feet; Nor 87 degree corner of

Lea Line Ros minutes (89 degree the East. describ office o: degrees (192.28 ft right-of- 56 minut of-way 1: North 87 new North situated 7 North, containin



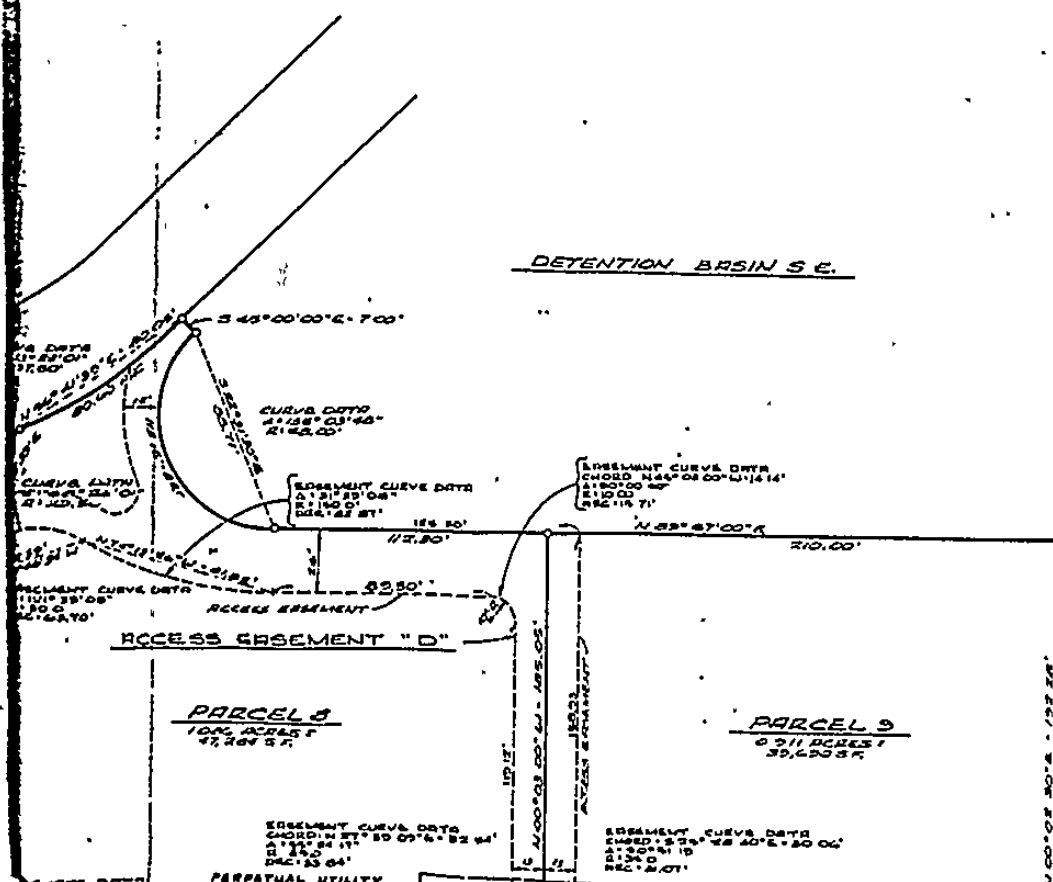
PARCEL 9 DESCRIPTION

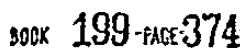
by an iron pin of
Ridgeland, Madison
County, Mississippi,
at Page 6 in the
state, and run North
00 degrees 03 minutes
00 seconds West, 327.26
feet to an iron pin;
run thence South 89
degrees 47 minutes 32
seconds West, 1300.27
feet to the intersection
of the existing eastern
right-of-way line of
Wheatley Street with the
proposed new eastern
right-of-way line of said
Wheatley Street, as
marked by an iron pin;
run thence along said
proposed new eastern
right-of-way line the
following courses: South
08 degrees 55 minutes
09 seconds East, 153.10
feet; South 00 degrees
08 minutes 51 seconds
West, 295.00 feet;
South 04 degrees 43
minutes 52 seconds West,
150.16 feet; South 00
degrees 08 minutes 51
seconds West, 860.33
feet; South 05 degrees
41 minutes 42 seconds
East, 100.72 feet; South
00 degrees 08 minutes
51 seconds West, 205.22
feet; South 30 degrees
42 minutes 54 seconds
East, 25.97 feet; South
00 degrees 42 minutes
54 seconds East, 426.60
feet to a point on the
proposed new northern
right-of-way line of
County Line Road; run
thence along said
proposed new northern
right-of-way line the
following courses: South
44 degrees 57 minutes
44 seconds East, 57.31
feet; South 89 degrees
12 minutes 35 seconds
East, 85.65 feet; North
89 degrees 56 minutes
20 seconds East, 276.19
feet; South 60 degrees
36 minutes 11 seconds
East, 250.53 feet; North
89 degrees 56 minutes
20 seconds East, 739.38
feet; South 87 degrees
46 minutes 31 seconds
East, 118.46 feet to the
Southwest corner of and
the Point of Beginning
for the property herein
described:

way line of County
Line Road along the back
side clockwise along the
arc, said curve having
a central angle bearing
and distance of 135
degrees 03 minutes 22
seconds; leaving said
curve, said curve having
a central angle bearing
and distance of 135
degrees 03 minutes 22
seconds; run thence
South 08 degrees 55
minutes 09 seconds East,
153.10 feet to a point
on the proposed new
northern right-of-way
line of County Line Road;
run thence along said
proposed new northern
right-of-way line the
following courses: South
44 degrees 57 minutes
44 seconds East, 57.31
feet; South 89 degrees
12 minutes 35 seconds
East, 85.65 feet; North
89 degrees 56 minutes
20 seconds East, 276.19
feet; South 60 degrees
36 minutes 11 seconds
East, 250.53 feet; North
89 degrees 56 minutes
20 seconds East, 739.38
feet; South 87 degrees
46 minutes 31 seconds
East, 118.46 feet to the
Southwest corner of and
the Point of Beginning
for the property herein
described:

Commence at the Northeast Corner, as marked by an iron pin, of
lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison
County, Mississippi, as recorded in Plat Book 1 at Page 6 in the
office of the Chancery Clerk of said county and state, and run
North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an
iron pin; run thence South 89 degrees 47 minutes 32 seconds West
1300.27 feet to the intersection of the existing eastern right-
of-way line of Wheatley Street with the proposed new eastern
right-of-way line of said Wheatley Street, as marked by an iron pin;
run thence along said proposed new eastern right-of-way line the
following courses: South 08 degrees 55 minutes 09 seconds East,
153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00
feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet;
South 00 degrees 08 minutes 51 seconds West, 860.33 feet; South
05 degrees 41 minutes 42 seconds East, 100.72 feet; South 00 degrees
08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes
54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds
East, 426.60 feet to a point on the proposed new northern right-of-
way line of County Line Road; run thence along said proposed new
northern right-of-way line the following courses: South 44 degrees
57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes
35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds
East, 276.19 feet; South 60 degrees 36 minutes 11 seconds East, 250.53
feet; North 89 degrees 56 minutes 20 seconds East, 739.38 feet; South
87 degrees 46 minutes 31 seconds East, 118.46 feet to the Southwest
corner of and the Point of Beginning for the property herein described:

Leaving said proposed new Northern right-of-way line of County
Line Road and from the Point of Beginning, run North 00 degrees 03
minutes 00 seconds West, 185.05 feet to a point; run thence North
89 degrees 51 minutes 00 seconds East, 210.00 feet to a point on
the Eastern boundary of the Ridgeland Associate property as
described in Deed Book 186 at Page 587 in the aforesaid
office of the Chancery Clerk of Madison County; run thence South 00
degrees 02 minutes 30 seconds East, along said Eastern boundary,
192.28 feet to a point on the aforesaid proposed new Northern
right-of-way line of County Line Road; run thence South 89 degrees
56 minutes 20 seconds West along said proposed new Northern right-
of-way line of County Line Road, 27.44 feet to a point; run thence
North 87 degrees 46 minutes 31 seconds West along said proposed
new Northern right-of-way line, 182.40 feet to the Point of Beginning,
situated in the Southeast one-quarter (SE $\frac{1}{4}$) of Section 31, Township
7 North, Range 2 East, Ridgeland, Madison County, Mississippi,
containing 0.911 acres (39,690 sq. ft.) more or less.





PARCEL 2 DESCRIPTION

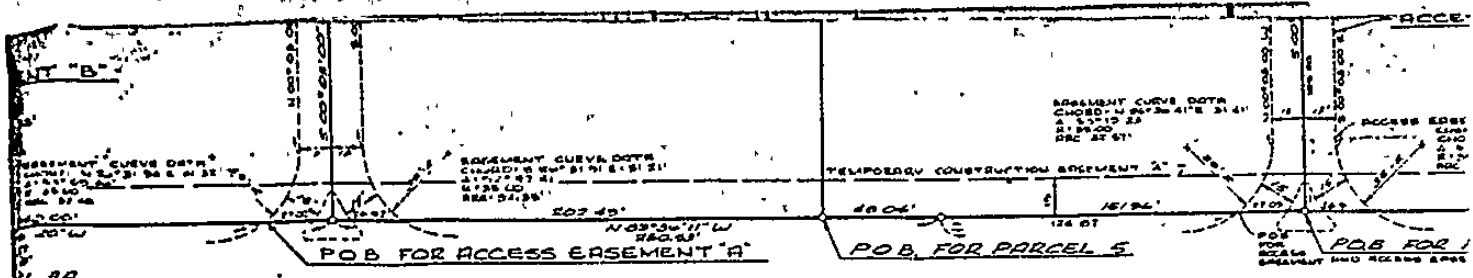
Leaving aforesaid proposed new eastern right-of-way line and the Point of Beginning, run South 68 degrees 16 minutes 14 seconds East, 199.29 feet to a point on a curve; run thence southerly, counterclockwise along the arc of said curve, 64.21 feet to the point of tangency, said curve having a central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

From the Point of Beginning run along sa
courses: run thence Northeasterly, clockwise
16.09 feet to the Point of Tangency, said cur
of 12 degrees 48 minutes 24 seconds and a cho
North 48 degrees 45 minutes 59 seconds-East,
55 degrees 08 minutes 57 seconds East, 211.81
curve; run thence easterly, clockwise along t
feet to the Point of Tangency and the beginni
curve having a central angle of 06 degrees 54
chord bearing and distance of South 81 degree
East, 40.58 feet; run thence southeasterly, c
of said curve, 162.00 feet to a point, said c
of 8 degrees 39 minutes 17 seconds and a cho
South 42 degrees 16 minutes 33 seconds East,
side of a curb run thence South 56 degrees 44
feet to the beginning of a curve; run thence
along the arc of said curve 34.90 feet to a p
angle of 19 degrees 59 minutes 56 seconds and
of South 46 degrees 44 minutes 26 seconds West,
68 degrees 16 minutes 14 seconds West, 189.25
proposed new eastern right-of-way line of whe
00 degrees 42 minutes 54 seconds West, along
of-way line, 25.00 feet to the Point of Begin
Southeast One Quarter (SE 1/4) of Section 31,
Ridgeland, Madison County, Mississippi, conta
square feet) were or less.

ACCESS EASEMENT "A"

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 13, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 01 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1300.27 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09 seconds East, 151.10 feet; South 00 degrees 08 minutes 51 seconds West, 235.00 feet; South 04 degrees 43 minutes 32 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds East, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.37 feet; South 00 degrees 42 minutes 54 seconds East, 426.65 feet; South 00 degrees 42 minutes 54 seconds East, 249.17 feet to the Southwest corner of and the Point of Beginning for the property herein described.

From the Point of Beginning leaving said proposed new northern right-of-way line, run thence northerly, counterclockwise along the arc of a curve, 32.48 feet to the Point of Tangency, said curve having a central angle of 53 degrees 09 minutes 46 seconds and a chord bearing and distance of North 26 degrees 31 minutes 53 seconds East, 31.32 feet; run thence North 00 degrees 03 minutes 00 seconds West, 108.99 feet to the beginning of a curve; run thence northerly, counterclockwise along the arc of said curve, 31.42 feet to the Point of Tangency, said curve having a central angle of 90 degrees 00 minutes 00 seconds and a chord bearing and distance of North 15 degrees 15 minutes 00 seconds East, 28.28 feet; run thence South 89 degrees 57 minutes 00 seconds West, 219.56 feet to a point on a curve, 15 degrees 15 minutes 00 seconds northerly, clockwise along the arc of said curve 108.80 feet to the Point of Tangency, said curve having a central angle of 55 degrees 12 minutes 27 seconds and a chord bearing and distance of North 19 degrees northerly, counterclockwise along the arc of said curve, 104.72 feet; run thence North 56 degrees 44 minutes 24 seconds East, 140.44 feet to a beginning of a curve; run thence northerly, counterclockwise along the arc of said curve, 35.37 feet to the back side of a curb, said curve having a central angle of 101 degrees 19 minutes 19 seconds and a chord bearing and distance of North 06 degrees 04 minutes 41 seconds East, 30.94 feet; run thence southeasterly, counterclockwise along the arc of a curve on said back side of a curb, 66.51 feet to a point, said curve having a central angle of 03 degrees 31 minutes 16 seconds and a chord bearing and distance of South 46 degrees 21 minutes 27 seconds East, 66.52 feet leaving said back side of a curb; run thence southeasterly, counterclockwise along the arc of a curve, 26.22 feet to the Point of Tangency, said curve having a central angle of 75 degrees 07 minutes 25 seconds and a chord bearing and distance of North 65 degrees 41 minutes 54 seconds East, 24.18 feet; run thence South 56 degrees 44 minutes 24 seconds West, 155.79 feet to the beginning of a curve; run thence southeasterly, counterclockwise along the arc of said curve, 14.64 feet to the beginning of a compound curve, said curve having a central angle of 09 degrees 32 minutes 20 seconds and a chord bearing and distance of South 51 degrees 55 minutes 15 seconds East, 14.64 feet; run thence southerly, counterclockwise along the arc of a curve, 17.68 feet to the Point of Tangency, said curve having a central angle of 137 degrees 09 minutes 08 seconds and a chord bearing and distance of South 21 degrees 18 minutes 26 seconds East, 31.74 feet; run thence North 81 degrees 57 minutes 00 seconds East, 158.56 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 135.27 feet to the beginning of a curve; run thence southeasterly, counterclockwise along the arc of said curve, 32.35 feet to the aforesaid proposed new northern right-of-way line of County Line Road, said curve having a central angle of 52 degrees 57 minutes 41 seconds and a chord bearing and distance of South 26 degrees 11 minutes 51 seconds East, 31.21 feet; run thence North 89 degrees 56 minutes 11 seconds West, along said proposed new northern right-of-way line, 26.92 feet to a point; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 27.02 feet to the Point of Beginning, situated in the Southeast One Quarter (SE $\frac{1}{4}$) of Section 11, Township 7 North, Range 2 East, Ridgefield, Madison County, Mississippi.



BOOK 199 PAGE 375

COUNTY ROW (UNDER)

DESCRIPTION

marked by an iron pin, of
on, Ridgeland, Madison County,
Page 6 in the office of the
and run North 00 degrees 03
iron pin; run thence South 89
feet to the intersection of
Wheatley Street with the pro-
posed Wheatley Street, as marked by
a new eastern right-of-way line
5 minutes 07 seconds East,
1 seconds West, 295.00 feet;
150.16 feet; South 00 degrees
South 06 degrees 41 minutes
degrees 08 minutes 51 seconds West,
4 seconds East, 25.97 feet;
155.66 feet to a point on the
line for the property herein

said back side of a curb the following
also along the arc of a curve,
curve having a central angle
chord bearing and distance of
16.06 feet; run thence North
81 feet to the beginning of a
the arc of said curve, 44.74
beginning of a reverse curve, said
54 minutes 15 seconds and a
degrees 23 minutes 55 seconds
counterclockwise along the arc
curve having a central angle
chord bearing and distance of
161.85 feet; leaving said back
44 minutes 24 seconds West, 168.12
to southwesterly, counterclockwise
a point, said curve having a central
and a chord bearing and distance
West, 34.73 feet; run thence North
129 feet to a point on the aforesaid
Wheatley Street; run thence North
along said proposed new eastern right-
of-way line, the parcel situated in the
31, Township 7 North, Range 2 East,
containing 1.062 acres (46,272

PARCEL 3A DESCRIPTION

Commence at the Northeast Corner, as marked by an iron pin, of
lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County,
Mississippi as recorded in Plat Book 1 at Page 6 in the office of the
Chancery Clerk of said county and state, and run North 00 degrees 03
minutes 00 seconds West, 327.26 feet to an iron pin; run thence South
89 degrees 47 minutes 32 seconds West 1300.27 feet to the intersection
of the existing right-of-way line of Wheatley Street with the proposed
new eastern right-of-way of said Wheatley Street, as marked by an iron
pin; run thence along said proposed new eastern right-of-way line the
following courses: South 08 degrees 55 minutes 07 seconds East, 153.10
feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04
degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08
minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43
seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West,
205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet;
South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on
the proposed new northern right-of-way line of County Line Road; run
thence along said proposed new Northern right-of-way line the following
courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South
89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56
minutes 20 seconds East, 36.19 feet to the Southwest corner of and the
Point of Beginning for the property herein described:

Leaving aforesaid proposed new northern right-of-way line of County
Line Road and from the Point of Beginning, run North 00 degrees 03 minutes
00 seconds West, 153.92 feet to the beginning of a curve; run thence
northerly, clockwise along the arc of said curve, 16.19 feet to a point,
said curve having a central angle of 9 degrees 16 minutes 37 seconds and
a chord bearing and distance of North 04 degrees 35 minutes 33 seconds
East, 16.18 feet; run thence North 89 degrees 57 minutes 00 seconds East,
238.69 feet to a point; run thence South 00 degrees 03 minutes 00 seconds
East, 170.00 feet to a point on the aforesaid proposed new northern
right-of-way line of County Line Road; run thence South 89 degrees 56
minutes 20 seconds West, along said proposed new northern right-of-way
line, 240.00 feet to the Point of Beginning, situated in the Southeast
one-quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East,
Ridgeland, Madison County, Mississippi and containing 0.937 acres
(40,799 sq. ft.) more or less.

Commence at
lot 6, Block 33,
County, Missis-
sippi office of the
00 degrees 03 min
run thence South
to the intersecti
Street with the p
Wheatley Street,
proposed new east
South 08 degrees
degrees 08 minute
43 minutes 52 sec
51 seconds West,
East, 100.72 feet
205.22 feet; Sou
South 00 degrees
on the back side
the following co
arc of a curve, l
a central angle c
and distance of 1
feet; run thence
feet to the begin
the arc of said c
beginning of a r
degrees 54 minute
01 degrees 23 min
easterly, counter
the northwest co
herein described
minutes 17 second
16 minutes 33 se

From the Po:
along the arc of
curve, said curve
seconds and a ch
10 seconds East,
along the arc of
central angle of
distance of South
leaving aforesaid
minutes 15 second
degrees 57 minut
run thence north
feet to the point
degrees 30 minut
32 degrees 59 mi
degrees 44 minut
situated in the
North, Range 2 E
0.652 acres (28,

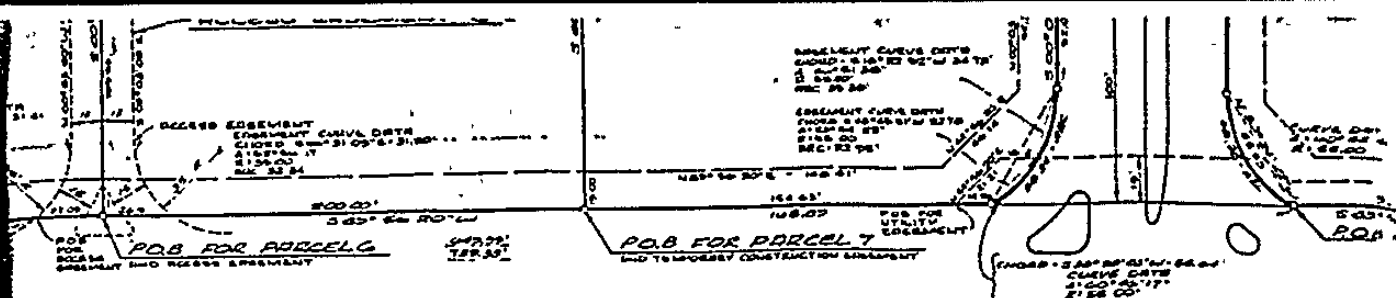
ACCESS EASEMENT "D"

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony
Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the
office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00
seconds West, 327.26 feet to an iron pin, run thence South 89 degrees 47 minutes 32 seconds West,
1300.27 feet to the intersection of the existing right-of-way line of Wheatley Street with the
proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence
along said proposed new eastern right-of-way line the following courses: South 08 degrees 55
minutes 07 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet;
South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds
West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08
minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet;
South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern
right-of-way line of County Line Road; run thence along said proposed new northern right-of-way
line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet, South 89
degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East,
37.28 feet to the southwest corner of and the Point of Beginning for the property herein de-
scribed;

Leaving said proposed new Northern right-of-way line and from the Point of Beginning run north-
erly, clockwise along the arc of a curve, 29.75 feet to the point of tangency, said curve having
a central angle of 34 degrees 05 minutes 21 seconds and a chord bearing and distance of North 17
degrees 05 minutes 40 seconds West, 29.31 feet; run thence North 00 degrees 03 minutes 00 seconds
West, 56.98 feet to a point; run thence North 89 degrees 57 minutes 00 seconds East, 15.00 feet
to a point, run thence South 00 degrees 03 minutes 00 seconds East, 56.98 feet to the beginning
of a curve, run thence southerly; counterclockwise along the arc of a curve, 32.49 feet to a
point on the aforesaid proposed new northern right-of-way line of County Line Road; said curve
having a central angle of 53 degrees 11 minutes 06 seconds and chord bearing and distance of
South 26 degrees 38 minutes 33 seconds East, 31.33 feet; run thence South 89 degrees 56 minutes
20 seconds West, along said proposed new northern right-of-way line, 20.44 feet to the Point of
Beginning.

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony
Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of
said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin, run thence South 89 degrees 47 minutes 32 seconds West,
1300.27 feet to the intersection of the existing right-of-way line of Wheatley Street with the
proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence
along said proposed new eastern right-of-way line the following courses: South 08 degrees 55
minutes 07 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet;
South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds
West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08
minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet;
South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern
right-of-way line of County Line Road; run thence along said proposed new northern right-of-way
line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet, South 89
degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East,
37.28 feet to the southwest corner of and the Point of Beginning for the property herein de-
scribed;

Leaving said proposed new northern right-of-way line and from the Point of Beginning run north-
erly, clockwise along the arc of a curve, 29.75 feet to the point of tangency, said curve having
a central angle of 34 degrees 05 minutes 21 seconds and a chord bearing and distance of North 17
degrees 05 minutes 40 seconds West, 29.31 feet; run thence North 00 degrees 03 minutes 00 seconds
West, 56.98 feet to a point; run thence North 89 degrees 57 minutes 00 seconds East, 15.00 feet
to a point, run thence South 00 degrees 03 minutes 00 seconds East, 56.98 feet to the beginning
of a curve, run thence southerly; counterclockwise along the arc of a curve, 32.49 feet to a
point on the aforesaid proposed new northern right-of-way line of County Line Road; said curve
having a central angle of 53 degrees 11 minutes 06 seconds and chord bearing and distance of
South 26 degrees 38 minutes 33 seconds East, 31.33 feet; run thence South 89 degrees 56 minutes
20 seconds West, along said proposed new northern right-of-way line, 20.44 feet to the Point of
Beginning.



COUNTY LINE ROAD (ROW WIDTH VARIABLE UNDER CONSTRUCTION)

BOOK 199 PAGE 376

PARCEL 3B DESCRIPTION

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1300.27 feet to the intersection of the existing right-of-way line of Wheatley Street with the proposed new eastern right-of-way line of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 01 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 155.66 feet to a point on the back side of a curb; run thence along said back side of a curb the following courses: run thence Northeasterly, clockwise along the arc of a curve, 16.09 feet to the Point of Tangency, said curve having a central angle of 12 degrees 48 minutes 24 seconds and a chord bearing and distance of North 48 degrees 45 minutes 59 seconds East, 16.06 feet; run thence North 55 degrees 08 minutes 57 seconds East, 231.81 feet to the beginning of a curve; run thence easterly, clockwise along the arc of said curve, 44.74 feet to the Point of Tangency and the beginning of a reverse curve, said curve having a central angle of 86 degrees 54 minutes 15 seconds and a chord bearing and distance of South 01 degrees 23 minutes 55 seconds East, 40.58 feet; run thence southeasterly, counterclockwise along the arc of said curve, 162.00 feet to the northwest corner of and the point of beginning for the property herein described, said curve having a central angle of 8 degrees 39 minutes 17 seconds and a chord bearing and distance of South 42 degrees 16 minutes 33 seconds East, 161.05 feet:

From the Point of Beginning continue southeasterly, counterclockwise along the arc of aforesaid curve, 45.18 feet to the point of a compound curve, said curve having a central angle of 2 degrees 24 minutes 49 seconds and a chord bearing and distance of South 47 degrees 48 minutes 10 seconds East, 45.18 feet; run thence southeasterly, counterclockwise along the arc of said curve 94.33 feet to a point, said curve having a central angle of 14 degrees 30 minutes 34 seconds and a chord bearing and distance of South 56 degrees 16 minutes 15 seconds East, 94.08 feet; leaving aforesaid back side of a curb, run thence South 36 degrees 44 minutes 15 seconds West, 96.08 feet to a point; run thence South 89 degrees 57 minutes 00 seconds West, 230.69 feet to a point on a curve; run thence northeasterly clockwise along the arc of said curve, 82.93 feet to the point of tangency, said curve having a central angle of 47 degrees 30 minutes 47 seconds and a chord bearing and distance of North 32 degrees 59 minutes 00 seconds East, 80.57 feet; run thence North 56 degrees 44 minutes 24 seconds East, 168.12 feet to the Point of Beginning, situated in the Southeast one-quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.652 acres (28,405 sq. ft.) more or less.

ACCESS EASEMENT

Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1300.27 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way line of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 01 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 155.66 feet to a point on the back side of a curb; run thence along said back side of a curb the following courses: run thence Northeasterly, clockwise along the arc of a curve, 16.09 feet to the Point of Tangency, said curve having a central angle of 12 degrees 48 minutes 24 seconds and a chord bearing and distance of North 48 degrees 45 minutes 59 seconds East, 16.06 feet; run thence North 55 degrees 08 minutes 57 seconds East, 231.81 feet to the beginning of a curve; run thence easterly, clockwise along the arc of said curve, 44.74 feet to the Point of Tangency and the beginning of a reverse curve, said curve having a central angle of 86 degrees 54 minutes 15 seconds and a chord bearing and distance of South 01 degrees 23 minutes 55 seconds East, 40.58 feet; run thence southeasterly, counterclockwise along the arc of said curve, 162.00 feet to the northwest corner of and the point of beginning for the property herein described, said curve having a central angle of 8 degrees 39 minutes 17 seconds and a chord bearing and distance of South 42 degrees 16 minutes 33 seconds East, 161.05 feet:

From the Point of Beginning continue southeasterly, counterclockwise along the arc of aforesaid curve, 45.18 feet to the point of a compound curve, said curve having a central angle of 2 degrees 24 minutes 49 seconds and a chord bearing and distance of South 47 degrees 48 minutes 10 seconds East, 45.18 feet; run thence southeasterly, counterclockwise along the arc of said curve 94.33 feet to a point, said curve having a central angle of 14 degrees 30 minutes 34 seconds and a chord bearing and distance of South 56 degrees 16 minutes 15 seconds East, 94.08 feet; leaving aforesaid back side of a curb, run thence South 36 degrees 44 minutes 15 seconds West, 96.08 feet to a point; run thence South 89 degrees 57 minutes 00 seconds West, 230.69 feet to a point on a curve; run thence northeasterly clockwise along the arc of said curve, 82.93 feet to the point of tangency, said curve having a central angle of 47 degrees 30 minutes 47 seconds and a chord bearing and distance of North 32 degrees 59 minutes 00 seconds East, 80.57 feet; run thence North 56 degrees 44 minutes 24 seconds East, 168.12 feet to the Point of Beginning, situated in the Southeast one-quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.652 acres (28,405 sq. ft.) more or less.

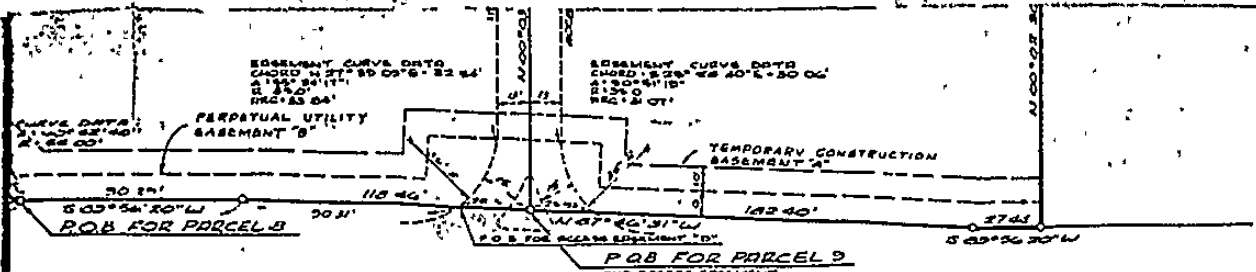
PARCEL 4 DESCRIPTION

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1300.27 feet to the intersection of the existing right-of-way line of Wheatley Street with the proposed new eastern right-of-way line of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 01 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 155.66 feet to a point on the back side of a curb; run thence along said back side of a curb the following courses: run thence Northeasterly, clockwise along the arc of a curve, 16.09 feet to the Point of Tangency, said curve having a central angle of 12 degrees 48 minutes 24 seconds and a chord bearing and distance of North 48 degrees 45 minutes 59 seconds East, 16.06 feet; run thence North 55 degrees 08 minutes 57 seconds East, 231.81 feet to the beginning of a curve; run thence easterly, clockwise along the arc of said curve, 44.74 feet to the Point of Tangency and the beginning of a reverse curve, said curve having a central angle of 86 degrees 54 minutes 15 seconds and a chord bearing and distance of South 01 degrees 23 minutes 55 seconds East, 40.58 feet; run thence southeasterly, counterclockwise along the arc of said curve, 162.00 feet to the northwest corner of and the point of beginning for the property herein described, said curve having a central angle of 8 degrees 39 minutes 17 seconds and a chord bearing and distance of South 42 degrees 16 minutes 33 seconds East, 161.05 feet:

From the Point of Beginning, run North 00 degrees 03 minutes 00 seconds West, 170.00 feet to a point; run thence North 36 degrees 44 minutes 15 seconds East, 96.08 feet to a point on the back side of a curb, 151.03 feet to a point, said curve having a central angle of 23 degrees 13 minutes 51 seconds and a chord bearing and distance of South 75 degrees 08 minutes 28 seconds East, 150.16 feet to a point on the aforesaid proposed new North County Line Road; run thence North 89 degrees 47 minutes 32 seconds East, 202.49 feet to the point of beginning, situated in the Southeast one-quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East, Madison County, Mississippi, containing 1.019 acres (44,300 sq. ft.) more or less.

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, do hereby certify that this instrument was duly recorded on the 14th day of September, 1911, in my office.
Witness my hand and seal of office, this the 14th day of September, 1911.

By



BOOK 199 PAGE 377

DESCRIPTION

as marked by an iron pin, of Lot 1 at Page 6 in the office of the Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds East, 1300.27 feet to the intersection of Wheatley Street with the proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 202.49 feet to the Southwest corner of and the point of beginning for the property herein described:

th 00 degrees 03 minutes 00 seconds East, 150.00 feet; leaving said back side of a curb run thence South 00 degrees 03 minutes 00 seconds East, 209.93 feet to a point on the back side of a curb; run thence easterly, counterclockwise along the arc of a curve on the back side of a curb, 21.41 feet to the point of tangency, said curve having a central angle of 03 degrees 17 minutes 37 seconds and a chord bearing and distance of South 88 degrees 24 minutes 11 seconds East, 21.41 feet; run thence North 89 degrees 57 minutes 00 seconds East, along said back side of a curb, 178.60 feet to a point; leaving said back side of a curb run thence South 00 degrees 03 minutes 00 seconds East 209.66 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line 151.96 feet to a point; run thence North 89 degrees 36 minutes 11 seconds West, along said proposed new northern right-of-way line 48.04 feet to the point of beginning, the parcel situated in the Southeast 1/4 of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.963 acres (41,932 square feet) more or less.

PARCEL 5 DESCRIPTION

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1300.27 feet to the intersection of the existing eastern right-of-way line of Wheatley Street with the proposed new eastern right-of-way of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 202.49 feet to the Southwest corner of and the point of beginning for the property herein described:

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

EXHIBIT B

- REV. 7-30-84 ACCESS EASEMENT "A"
- REV. 7-23-84 BOUNDARY PARCELS 3A AND 3B
- REV. 7-23-84 TIE TO POB PARCEL 2
- REV. 6-01-84 ADD NORTH PARK SIGN EASEMENT
- REV. 5-25-84 CHANGED UTILITY EASEMENT "A"
- REV. 4-2-84 ADD PARCELS 3A, 3B, 3C, 3D AND EASEMENT "D"
- REV. 2-29-84 ADD EASEMENTS "B" AND "C"
- REV. 2-23-84 ADD PARCEL 1
- REV. 2-8-84 ADD PARCEL 4

NORTH PARK SHOPPING CENTER
SELL-OFF PARCELS
PARCELS 1 THRU 9

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

JOE A. WAGGONER
Civil Engineer - Brandon Jackson, Miss.

DESIGNED BY: WISE	DATE: NOV. 10, 83	SHEET NO. 4 OF
CHECKED BY: MRL	SCALE: 1"=60'	
APPROVED BY: JAW		

Said County, certify that the within instrument was filed
in the office of the Clerk of said county and state, at 10:00 clock A.M., and
in the office of the Register of Deeds, at 10:00 clock A.M., on Page 377 in
Book No. 199, 1984.

BILLY V. COOPER, Clerk

By: M. Wright D.C.

INDEXED

BOOK 199 PAGE 378

6562

STATE OF MISSISSIPPI
COUNTY OF MADISON

GENERAL POWER OF ATTORNEY

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

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

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

I hereby ratify and conform all acts and deeds performed for me previous to the date by said OTHO LYLES.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this instrument this the 31st day of August, 1984.

Sallie B. Harden
SALLIE B. HARDEN

STATE OF MISSISSIPPI
COUNTY OF MADISON

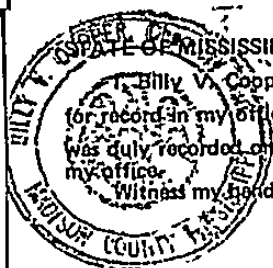
PERSONALLY appeared before me, the undersigned authority in and for said county and state, the within named SALLIE B. HARDEN, who acknowledged that she signed and delivered the above and foregoing Power of Attorney on the day and date herein set out as and for her free and voluntary act and deed for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

GIVEN UNDER MY HAND and official seal this the 31st day of August, 1984.

Janice J. Sullivan
NOTARY PUBLIC

My Commission Expires:

August 19, 1987



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of September 1984, at 10:30 o'clock A.M., and was duly recorded on the 4 day of September, 1984, Book No. 199 on Page 379.
Witness my hand and seal of office, this the 4 day of September, 1984.

BILLY V. COOPER, Clerk

By D. Wright D. C.

STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 199 PAGE 380

INDEXED

6563

QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, M. L. DEWEES, JR., and wife, PATRICIA D. DEWEES, do hereby convey and quitclaim unto PATRICIA D. DEWEES, the following described property lying and being situated in Madison County, Mississippi, to-wit:

One (1) acre in the form of a square out of the southeast corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 22, Township 8 North, Range 1 East, Madison County, Mississippi.

WITNESS OUR SIGNATURES this the 31st day of August, 1984.

M. L. Dewees, Jr.
M. L. DEWEES, JR.

Patricia D. Dewees
PATRICIA D. DEWEES

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for said county and state, M. L. DEWEES, JR., and wife, PATRICIA D. DEWEES, who acknowledged to me that they did sign and deliver the foregoing instrument on the day and date therein mentioned as and for their own act and deed.

GIVEN UNDER MY HAND and official seal this the 31st day of August, 1984.

Janice J. Sullivan
NOTARY PUBLIC

My Commission Expires:

August 19, 1987

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of September 1984, at 10:00 clock A.M. and was duly recorded on the 4 day of SEP 1984, Book No. 199 on Page 380 in my office.

Witness my hand and seal of office, this the 4 day of SEP, 1984.

BILLY V. COOPER/Clerk

By D. Wright D.C.

INDEXED

6564

STATE OF MISSISSIPPI
COUNTY OF MADISON

REVOCATION OF POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, LENA BOYD BRANIGIN, do hereby-revoke, terminate and cancel my previous appointment of MORRIS EDWARD BRANNIGAN as my agent and attorney in fact, which instrument of appointment is dated January 17, 1978, and is recorded in Deed Book 154, at page 404 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE, this the 1st day of September, 1984.

Lena B Branigin
LENA BOYD BRANIGIN

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for said county and state, LENA BOYD BRANIGIN, who acknowledged to me that she signed and delivered the foregoing instrument on the day and year therein mentioned, as her own act and deed.

GIVEN UNDER MY HAND and official seal this the 1st day of Sept, 1984.

John R. Little
NOTARY PUBLIC

My Commission Expires:

May 29, 1985

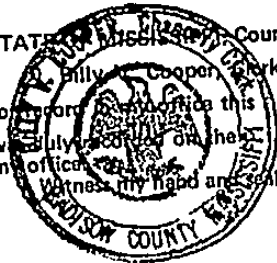
STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in said office this 4 day of September, 1984, at 10:40 o'clock A.M., and was duly recorded on the 4 day of SEP, 1984, in Book No. 199 on Page 381. in my office at SEP. 4, 1984.

Witness my hand and seal of office, this the 4 day of SEP, 1984.

BILLY V. COOPER, Clerk

By W. Wright, D. C.



FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned RHONDA REDDOCK RICE (JONES) do hereby sell, convey, release and quitclaim unto RHONDA REDDOCK JONES and CLAYTON L. JONES as joint tenants with right of survivorship and not as tenants in common, all my right, title and interest in and to the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot Twenty (20), APPLERIDGE SUBDIVISION, a Subdivision in Ridgeland, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, in Canton, Mississippi in Plat Book 4, at Page 38, reference to which is hereby made in aid of.

WITNESS MY SIGNATURE this 24 day of August,

1984.

Rhonda Reddock Rice Jones
RHONDA REDDOCK RICE (JONES)

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the State and County aforesaid RHONDA REDDOCK RICE (JONES), who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 4 day of August, 1984.

[Signature]
NOTARY PUBLIC

My commission expires: 2/6/85

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed and recorded in my office this 4 day of Sept, 1984, at 11:30 clock AM, and was duly recorded on the 4 day of SEP, 1984, Book No. 199 on Page 382 in my office.



SEP 4 1984

BILLY V. COOPER, Clerk

By [Signature] D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, Walter G. Mize, as Co-Executor and as Co-Trustee under the Last Will and Testament of Mary Cobb Smith, deceased, Cecil A. Ford, as Co-Executor under the Last Will and Testament of Mary Cobb Smith, deceased, Charles F. Riddell, Sr., as Co-Trustee under the Last Will and Testament of Mary Cobb Smith, deceased and William Bole Smith, III and Robert Smith, hereinafter called "Grantors", do hereby sell, convey and warrant unto DONALD A. McGRAW, JR. and wife, DEBORAH S. McGRAW, as joint tenants with full rights of survivorship and not as tenants in common, hereinafter called "Grantees", those certain lands lying and being situated in the City of Canton, Madison County, Mississippi, more fully described on Exhibit "A" attached hereto and made a part hereof.

This conveyance is made pursuant to that certain Decree entered in Cause No. 26-751 in the Chancery Court of Madison County, Mississippi, being the estate proceedings for Mary Cobb Smith, deceased, a copy of said Decree being attached hereto as Exhibit "B".

There is excepted from the warranty hereof any building restrictions, restrictive covenants or zoning ordinances.

There is further excepted those certain restrictions set forth in the agreement between W. B. Smith, Jr. and wife, Mary C. Smith and Graham M. Moore, and wife, Helen M. Moore, dated February 28, 1959, a copy of which is attached hereto as Exhibit "C".

Ad valorem taxes for the year 1984 shall be pro-rated between Grantors and Grantees as of the date of closing.

WITNESS OUR SIGNATURES, on this the 13th day of
August, 1984.

Cecil A. Ford
CECIL A. FORD, Co-Executor

Walter G. Mize
WALTER G. MIZE, Co-Executor
and Co-Trustee

William Bole Smith, III
WILLIAM BOLE SMITH, III

Robert M. Smith
ROBERT SMITH

Charles F. Ridgell, Sr.
CHARLES F. RIDDELL, SR.,
Co-Trustee

STATE OF MISSISSIPPI
COUNTY OF HINDS

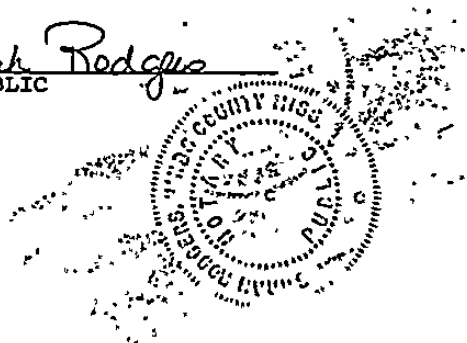
PERSONALLY appeared before me, the undersigned authority
in and for the jurisdiction aforesaid, the within named CECIL
A. FORD, Co-Executor under the Last Will and Testament of Mary
Cobb Smith, deceased, who acknowledged that he signed and delivered
the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal this the 13th day
of August, 1984.

Sarah Rodgers
NOTARY PUBLIC

My Commission Expires:

2-7-86



STATE OF MISSISSIPPI
COUNTY OF HINDS

BOOK 199 PAGE 385

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named WALTER G. MIZE, Co-Executor and Co-Trustee under the Last Will and Testament of Mary Cobb Smith, deceased, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal this the 13th day of August, 1984.

Sarah Rodgers
NOTARY PUBLIC

My Commission Expires:

2-7-86



STATE OF MISSISSIPPI
COUNTY OF HINDS

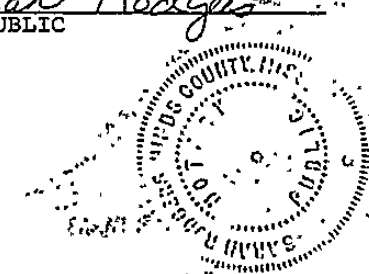
PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named WILLIAM BOLE SMITH, III, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal this the 13th day of August, 1984.

Sarah Rodgers
NOTARY PUBLIC

My Commission Expires:

2-7-86



STATE OF MISSISSIPPI
COUNTY OF HINDS

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

GIVEN under my hand and official seal this the 13th day of August, 1984.

Sarah Rodgers
NOTARY PUBLIC

My Commission Expires:

2-7-86



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named CHARLES F. RIDDELL, SR., Co-Trustee under the Last Will and Testament of Mary Cobb Smith, deceased, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal this the 4 day

September
of 1984, 1984.

[Signature]
NOTARY PUBLIC

My Commission Expires:

3-5-88

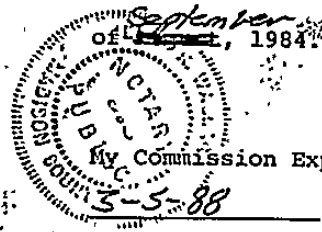


EXHIBIT "A"

The following described property, lying and being situated in the City of Canton, County of Madison, and State of Mississippi, to-wit:

A lot or parcel of land fronting 447.0 feet on the north side of Dinkins Street, and being more particularly described as beginning at the southeast corner of Lot 36 of Block "A" of the F. H. Edwards Subdivision, and from said point of beginning run thence north 89 degrees, 20 minutes east for 447.0 feet along the north side of Dinkins Street, thence running north 0 degrees, 20 minutes east for 496.6 feet along an old fence row, thence running south 89 degrees 08 minutes west for 444.5 feet to a point on an old fence row; thence running south 0 degrees, 40 minutes west for 498.0 feet to the point of beginning, this line also along an old fence row; and all being a part of Lots 44 and 46 of Block "C" of Walton's Addition to the City of Canton, Madison County, Mississippi, and containing in all 5.10 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A lot or parcel of land fronting 200 feet on the North side of Dinkins Street in the City of Canton, Mississippi, and being more particularly described as beginning at a point which is North 89 degrees 20 minutes East along the North side of Dinkins Street and 247 feet East of the Southeast corner of Lot 36 of Block A of the F. H. Edwards Subdivision of the City of Canton, said county and state, a plat of which said subdivision is of record in the Office of the Chancery Clerk of Madison County, Mississippi, and run thence North 89 degrees 20 minutes East along a continuation of the North line of said Dinkins Street for 200 feet to the East line of the Smith Tract, thence running North 0 degrees 20 minutes East along said East line of the Smith Tract for 250 feet, thence running South 89 degrees 20 minutes West for 200 feet, thence running South 0 degrees 20 minutes West for 250 feet to the point of beginning, and containing in all 1.15 acres, more or less, and all being a part of Lots 44 and 46 of Block C of the Waltons Addition to the City of Canton, Madison County, Mississippi.

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

IN THE MATTER OF THE LAST
WILL AND TESTAMENT OF
MARY COBB SMITH, DECEASED

FILED
THIS DAY

JUL 31 1981

BILLY V. COOPER

Chancery Clerk

By *Madame De*

NO. 26-751

WALTER G. MIZE AND
CECIL A. FORD, CO-EXECUTORS

DECREE AUTHORIZING SALE OF REAL PROPERTY
AND FOR OTHER RELIEF

THIS CAUSE came on to be heard on the duly verified Petition of Walter G. Mize, Co-Executor and as Co-Trustee under the Last Will and Testament of Mary Cobb Smith, deceased, Cecil A. Ford, Co-Executor under the Last Will and Testament of Mary Cobb Smith, deceased, William Bole Smith, III and Robert Smith as the sole heirs-at-law and the beneficiaries under testamentary trusts under the Last Will and Testament of the decedent and Charles F. Riddell, Sr. as Co-Trustee under the Last Will and Testament of the decedent, and the Court having heard the Petition and the evidence in support thereof and being fully advised in the premises does hereby find as follows:

That Petitioners, Walter G. Mize and Cecil A. Ford, were the duly appointed and qualified Co-Executors of the Estate of Mary Cobb Smith, deceased, and Letters Testamentary were issued to them on the 15th day of February, 1984.

That Petitioners, William Bole Smith, III and Robert Smith are the sons of the decedent, and the sole heirs-at-law and the beneficiaries of those certain testamentary trusts under the Last Will and Testament of the decedent and are both adults.

That Charles F. Riddell, Sr. and Walter G. Mize are the Co-Trustees under those certain testamentary trusts under the Last Will and Testament of the decedent.

That at the time of the decedent's death, she owned certain real property with residence located thereon, said property

EXHIBIT "B"

located at 509 Dinkins Street, Canton, Mississippi, said real property being described as that certain tract of land lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

TRACT A

A lot or parcel of land fronting 447.0 feet on the north side of Dinkins Street, and being more particularly described as beginning at the southeast corner of Lot 36 of Block "A" of the F. H. Edwards Subdivision, and from said point of beginning run thence north 89 degrees, 20 minutes east for 447.0 feet along the north side of Dinkins Street, thence running north 0 degrees, 20 minutes east for 496.6 feet along an old fence row, thence running south 89 degrees 08 minutes west for 444.5 feet to a point on an old fence row; thence running south 0 degrees, 40 minutes west for 498.0 feet to the point of beginning, this line also along an old fence row; and all being a part of Lots 44 and 46 of Block "C" of Waltons Addition to the City of Canton, Madison County, Mississippi, and containing in all 5.10 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A lot or parcel of land fronting 200 feet on the North side of Dinkins Street in the City of Canton, Mississippi, and being more particularly described as beginning at a point which is North 89 degrees 20 minutes East along the North side of Dinkins Street and 247 feet East of the Southeast corner of Lot 36 of Block A of the F. H. Edwards Subdivision of the City of Canton, said county and state, a plat of which said subdivision is of record in the Office of the Chancery Clerk of Madison County, Mississippi, and run thence North 89 degrees 20 minutes East along a continuation of the North line of said Dinkins Street for 200 feet to the East line of the Smith Tract, thence running North 0 degrees 20 minutes East along said East line of the Smith Tract for 250 feet, thence running South 89 degrees 20 minutes West for 200 feet, thence running South 0 degrees 20 minutes West for 250 feet to the point of beginning, and containing in all 1.15 acres, more or less, and all being a part of Lots 44 and 46 of Block C of the Waltons Addition to the City of Canton, Madison County, Mississippi.

That said property with residence located thereon was devised under the Last Will and Testament of the decedent to Charles F. Riddell, Sr. and Walter G. Mize as Co-Trustees in trust for William Bole Smith, III and for Robert Smith, share and share alike.

That Petitioners, William Bole Smith, III and Robert Smith were granted, under the terms of the testamentary trusts, the first right of refusal to purchase said residence in the event same is sold by the Co-Trustees. That said Petitioners, William

Bole Smith, III and Robert Smith waived the right of first refusal to purchase said residence.

The Court finds that it would be in the best interest of the estate of the decedent and of the testamentary trusts created thereunder to sell said residence in order to prevent deterioration and decrease in value of same and to further decrease the cost of maintaining the estate.

The Court finds that the offer to purchase said residence by Donald A. McGraw in the amount of \$102,500.00 is a fair and reasonable price. That said offer also includes the first right of refusal on the 60% interest of decedent in 17.89 acres, more or less, adjoining said residence and lot on the north side, said 17.89 acres being more fully described as being that certain tract of land lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

TRACT B

Starting at an iron pipe on the south side of the East Academy Street, where the west line of Madison Street extended south intersects said south line of East Academy Street, and turning an angle of 89 degrees 25' to the right from the eastern extension of said south line of East Academy Street, and run thence south a distance of 200.00 feet to an iron pipe; thence turn an angle to the right of 90 degrees 31' and run a distance of 216.62 feet to an iron pipe; thence turn an angle to the left of 90 degrees 00' and run a distance of 48.18 feet to an iron pipe; thence turn an angle to the left of 87 degrees 33' and run a distance of 37.43 feet to the northwest corner of a butcher house; thence turn an angle to the right of 87 degrees 27' and run a distance of 24.12 feet to the southwest corner of said butcher house; thence turn an angle to the left of 90 degrees 32' and run a distance of 14.61 feet to an iron pipe; said iron pipe being the point of beginning; thence turn an angle to the right of 90 degrees 23', and run a distance of 455.39 feet to an iron pipe; thence turn an angle to the left of 88 degrees 02' and run a distance of 174.52 feet to an iron pipe; thence turn an angle to the right of 88 degrees 16' and run a distance of 919.33 feet to a concrete monument; thence turn an angle to the left of 90 degrees 41' and run a distance of 444.46 feet to a concrete monument; thence turn an angle to the right of 0 degrees 26' and run a distance of 360.62 feet to an iron pipe; thence turn an angle to the left of 89 degrees 53' and run a distance of 483.77 feet to an iron pipe; thence turn an angle to the left of 89 degrees 53' and run a distance of 359.92 feet to an iron pipe; thence turn an angle to the right of 89 degrees 52' and run a distance of 500.32 feet to an iron pin; thence turn an

angle to the left of 89 degrees 16' and run a distance of 222.82 feet to an iron pipe; thence turn an angle to the right of 89 degrees 52' and run a distance of 385.52 feet to an iron pipe; thence turn an angle to the left of 90 degrees 15' and run a distance of 399.17 feet to the point of beginning; all of said land being part of the E 1/2 of SE 1/4, Section 19, Township 9 North, Range 3 East, located in the City of Canton, Madison County, Mississippi, and containing 17.89 acres, more or less.

That said Petitioners are all of the heirs-at-law and devisees under the Will of the decedent interested in the sale of said property and in the proceeds of the sale and no further notice or summons is necessary on any other parties.

The Court finds that publication of notice to creditors was had on March 15, 22 and 29, 1984 and the time within which claims may be probated has expired. The Court also find that a bond is not necessary and would be an undue expense to the estate and that bond may be waived under Section 91-7-205 of the Mississippi Code of 1972 as amended.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Co-Executors, Walter G. Mize and Cecil A. Ford, be and they are hereby authorized to sell that certain residence owned by the decedent located at 509 Dinkins Street, Canton, Mississippi being Tract A described above, and are authorized to grant a first right of refusal for a five-year period covering 60% interest in the lands described as Tract B above, to Donald A. McGraw for the sum of \$102,500.00 and to execute a deed and other instruments as may be necessary to effectuate said sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED the filing of a bond be waived.

SO ORDERED, ADJUDGED AND DECREED on this the 31st day of

July, 1984.

/s/ Ray H. Montgomery
CHANCELLOR

State of Mississippi County of Madison

I, Billy V. Cooper, Clerk of the Chancery Court in and for the county and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of decree as fully and completely as same appears and remains of record in Book or Cause No. 26-751 thereof, of the records now on file in my office.

Given under my hand and seal of office this the 31st day of July 1984 BILLY V. COOPER, Chancery Clerk

BY Madame D. D.C.

A G R E E M E N T

This agreement entered into on this the 28 day of February, 1959, by and between W. B. Smith, Jr., and wife, Mary C. Smith, hereinafter referred to as first parties and Graham M. Moore and wife, Helen M. Moore, hereinafter referred to as second parties,

WITNESSETH:

1. That the first parties have sold a lot or tract of land hereinafter described to the second parties and in connection therewith have entered into this mutual agreement, which property concerned is described as follows, to-wit:

A lot or parcel of land fronting 200 feet on the North side of Dinkins Street in the City of Canton, Mississippi, and being more particularly described as beginning at a point which is North 89 degrees 20 minutes East along the North side of Dinkins Street and 247 feet East of the Southeast corner of Lot 36 of Block A of the F. H. Edwards Subdivision of the City of Canton, said county and state, a plat of which said subdivision is of record in the Office of the Chancery Clerk of Madison County, Mississippi, and run thence North 89 degrees 20 minutes East along a continuation of the North line of said Dinkins Street for 200 feet to the East line of the Smith Tract, thence running North 0 degrees 20 minutes East along said East line of the Smith Tract for 250 feet, thence running South 89 degrees 20 minutes West for 200 feet, thence running South 0 degrees 20 minutes West for 250 feet to the point of beginning, and containing in all 1.15 acres, more or less, and all being a part of Lots 44 and 46 of Block C of the Waltons Addition to the City of Canton, Madison County, Mississippi.

and said parties covenant as follows:

(a) Any construction on the said property shall consist of a private residence only, the actual cost of which shall be not less than \$20,000.00, and the front and/or South line of said residence shall not be forward of the front line of the residence of the grantors as it exists at this time.

(b) No driveway for any residence built on said property or adjoining property to the west presently owned by first parties shall be along or in the proximity of the West line of above described property.

(c) None of the parties shall erect a fence on the West line of said property forward or South of the front line of the present resident of the first parties, without consent of all parties concerned.

EXHIBIT "C"

Page 2 - Agreement of W. B. Smith, Jr.,
et ux, and Graham M. Moore, et ux,
City of Canton, Madison County,
Mississippi.

(d) Should any of these provisions be invalidated by court order or judgement the other provisions shall remain in full force and effect.

(e) In case of any breach or threatened breach of any of these provisions, the parties, their successors or assigns, may enjoin same upon application to the proper court, and also, said parties, their successors or assigns, shall have the right to recover liquidated damages for any breach.

(f) Any of these provisions may be altered or revoked by agreement of all parties concerned.

Executed in duplicate on the day and year set out herein above.

WITNESSES:

Nicholas Allen
D. L. Allen

WITNESSES:

Amossey
Caroline B. Allen

FIRST PARTIES:

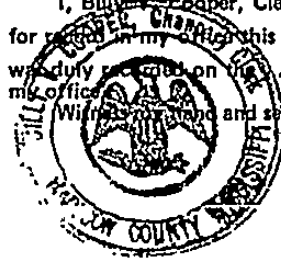
W. B. Smith Jr.
Mary C. Smith

SECOND PARTIES:

G. M. Moore
Heather N. Moore

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4th day of Sept, 1984, at 9:00 o'clock P. M. and was duly recorded on the SEP 6 day of 1984, 19....., Book No. 199 on Page 383 in my office.



Witness my hand and seal of office, this the of SEP 6 1984, 19.....

BILLY V. COOPER, Clerk

By N. Wright, D. C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, WILLIE L. PORTER and DEBORAH O. PORTER, Grantors, do hereby convey and forever warrant unto JOHNNY L. OUSLEY and wife, EULA G. OUSLEY, Grantees, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

The following described 1.0 acre tract of land lying and being situated in the S1/2 of the SW1/4 of the NE1/4 of Section 4, Township 8 North, Range 3 East, Madison County, Mississippi, lying north of the center section line of Section 4, east of New Hwy 42, and west of the Old Canton and Madisonville Road and being more particularly described as follows:

Beginning at an iron pin marking the intersection of the east R.O.W. line of New Hwy 43 and the center section line of Section 4, Township 8 North, Range 3 East, Madison County, Mississippi; thence South 87 degrees 01 minutes East for 177.6 feet; thence North 04 degrees 17 minutes East for 202.4 feet; thence North 15 degrees 23 minutes West for 42.9 feet to an iron pin; thence North 87 degrees 01 minutes West for 168.7 feet to an iron pin marking the east R.O.W. line of New Hwy 43; thence South 03 degrees 00 minutes West along the east R.O.W. line of New Hwy 43 for 243.1 feet to the POINT OF BEGINNING of the above described tract of land containing 1.0 acres more or less.

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

1. County of Madison ad valorem taxes for the year 1984, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantors: ALL; Grantees: None.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
3. Prior reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. The conditions and restrictions contained in that certain Warranty Deed recorded in Book 58 at page 484 in the records in the office of the Chancery Clerk of Madison County,

Mississippi.

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

WITNESS OUR SIGNATURES on this the 4th day of September, 1984.

Willie L. Porter
Willie L. Porter

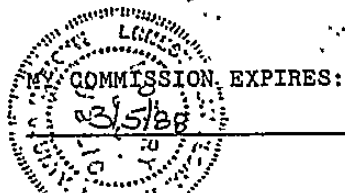
Deborah O. Porter
Deborah O. Porter

STATE OF MISSISSIPPI

COUNTY OF Madison

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

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 4th day of September, 1984.



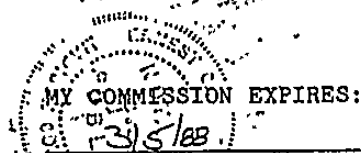
Ernest Gray Stewart
NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named WILLIE L. PORTER, 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 4th day of September, 1984.



Ernest Gray Stewart
NOTARY PUBLIC

Grantor:

Grantee:
Rt. 2, Box 177
Canton, Ms. 39046

2583-1-897
STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4th day of Sept, 19 84, at 3:35 o'clock P.M., and was duly recorded on the 4th day of SEP, 1984, Book No. 199 on Page 394.
I witness my hand and seal of office, this the 6th day of SEP, 1984, at SEP 6, 1984.
BILLY V. COOPER, Clerk
By h. W. Wright, D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ANNA MARSHALL, EZELL JOHNSON and MARTHA CHAMBERS, Grantors, do hereby convey and forever warrant unto JEFF JOHNSON Grantee, all of our undivided interest in the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot Twenty-four (24) on the West side of First Avenue of Firebaugh's First Addition to the City of Canton, Mississippi, according to Map or Plat of said Addition now on file in the Chancery Clerk's office for Madison County, Mississippi, reference to said Map or Plat being here made in aid of and as a part of this description.

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

1. City of Canton, 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: NONE; Grantee: ALL.

2. City of Canton Zoning Ordinance as amended.

Martha Chambers is the wife of Lewis Chambers who died intestate on or about May 29, 1984 leaving no children and being survived only by his wife, Martha Chambers.

WITNESS OUR SIGNATURES on this the 17th day of AUGUST, 1984.

Anna I Marshall
ANNA MARSHALL

x Ezell Johnson
EZELL JOHNSON

Martha Chambers
MARTHA CHAMBERS

STATE OF Alabama
COUNTY OF Mobile

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named ANNA MARSHALL, who stated and acknowledged to me that she did sign

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

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 27th day of August, 1984.

Lisa Hunter Smith
NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires 2-25-86

STATE OF ILLINOIS
COUNTY OF COOK

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named EZELL JOHNSON, 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 17th day of Aug, 1984.

[Signature]
NOTARY PUBLIC

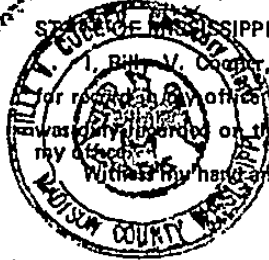
MY COMMISSION EXPIRES:
11-27-86
STATE OF Ind.
COUNTY OF Lake

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

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 12th day of August, 1984.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:
Aug 17 1986



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 4 day of September, 1984, at 4:15 o'clock P. M., and was duly recorded on the SEP 6 day of 1984, Book No. 199 on Page 396.
Witness my hand and seal of office, this the SEP 6 day of 1984.

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

ADDRESS OF GRANTORS: 1728 KENNMORE DR.ADDRESS OF GRANTEE: JACKSON MISS. 39209Route 3
258 Coker Rd

Jackson Ms

39213

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths dollars, (\$10.00), cash in hand paid and other good, legal, and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, WE, JOHN E. HALEY, JR. and wife, JULIA REYNOLDS HALEY do hereby sell, convey, and warrant unto SIDNEY WAYNE ALLEN, SR. and MARY ANN COOPER ALLEN as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Fifty-one (51), LAKE LORMAN, PART 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, recorded in Plat Book 4 at Page 30.

AND FOR THE SAME consideration aforementioned, Grantor does hereby grant and convey unto the Grantee named above, and unto Grantee's successors in title, a non-exclusive, perpetual and irrevocable easement for the use of the surface of Lake Lorman situated in Sections 5 and 6, Township 7 North, Range 1 East, Madison County, Mississippi, for fishing, boating, swimming and water sports, subject to the terms, conditions and covenants contained in that certain instrument executed by Piedmont, Inc., recorded in Book 315 at Page 431 in the office of the Chancery Clerk of Madison County, Mississippi.

AND FOR THE SAME consideration aforementioned, the undersigned does hereby grant and convey unto the aforementioned Grantee and unto Grantee's successors in title a non-exclusive, perpetual and irrevocable easement over and across those certain areas forty feet in width designated "reserved for private drive" on the plat of said subdivision for purpose of ingress and egress to and from the public road at the extremity of said private drive. And this conveyance is made subject to the provisions of that certain covenant from Piedmont, Inc. to Madison County, Mississippi, relative to said private drive or road recorded in the office of

the Chancery Clerk of said County in Book 305 at Page 248 thereof.

THERE IS EXCEPTED from this conveyance and from the warranty hereof all oil, gas and other minerals lying in, on and under said property.

GRANTOR DOES HEREBY GRANT and convey unto Grantee and unto Grantee's successors in title a non-exclusive, perpetual and irrevocable easement over and across all of that land lying between the front lot line of said lot and the water line of Lake Lorman as it exists from time to time (and bounded on either side by the side lot lines of said lot extended) for ingress and egress to the waters of said lake.

THERE IS EXCEPTED FROM the warranty of this conveyance and this conveyance is made subject to all of those certain protective and restrictive covenants executed by Piedmont, Inc. and of record in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 315 at Page 431 thereof, as well as any zoning ordinances of Madison County, Mississippi, affecting said property.

THIS CONVEYANCE IS MADE subject to those restrictions set out in deed from Piedmont, Inc. to Howard J. Moon, et ux, dated January 19, 1968, and recorded in the office of the Chancery Clerk aforesaid in Book 110 at Page 123.

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 to the Grantees any deficit on an actual proration and, likewise, the Grantees agree to pay to the Grantors any amount over paid by them.

WITNESS OUR SIGNATURES, this the 31st day of August, 1984.

John E. Haley, Jr.
JOHN E. HALEY, JR.

Julia Reynolds Haley
JULIA REYNOLDS HALEY

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, JOHN E. HALEY, JR. and wife, JULIA REYNOLDS HALEY, 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 3rd day of August, 1984.

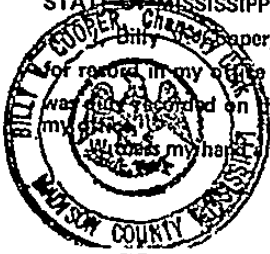
MY COMMISSION EXPIRES:

Aug 17, 1987

[Signature]
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 5 day of Sept, 1984, at 9:00 o'clock A.M. and was duly recorded on the SEP 6 day of 1984, 19 SEP 6, Book No. 198 on Page 378 in my office. Witness my hand and seal of office, this the SEP 6 day of 1984, 19 SEP 6.

BILLY V. COOPER, Clerk

By [Signature], D.C.