

BOOK 203 PAGE 200
 RELEASE FROM DELINQUENT TAX SALE
 (INDIVIDUAL)
 DELINQUENT TAX SALE
 STATE OF MISSISSIPPI, COUNTY OF MADISON

1257 INDEXED
 No 7242

Repealed Under H.R. 547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

K.C. Mathews
 the sum of Forteen and 27/100 DOLLARS (\$14.27)
 being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Lot 135.14 X 150 ft on</u>				
<u>N/E Lot 4, Mathews Est</u>				
<u>UAC Blk 150-192</u>				
<u>Blk 192-553</u>	<u>5</u>	<u>18</u>	<u>7N</u>	<u>2E</u>

Which said land assessed to K.C. Mathews and sold on the
19 day of Sept 1983 to George Merritt 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 20 day of
Feb 1985 Billy V. Cooper, Chancery Clerk.

(SEAL)

By D. Wright D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$	<u>2.84</u>
(2) Interest	\$	<u>1.5</u>
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$	<u>0.4</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>2.5</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>9.03</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$	<u>0.9</u>
(10) 1% Damages per month or fraction on 19 <u>82</u> taxes and costs (Item 8 - Taxes and costs only <u>18</u> Months)	\$	<u>1.63</u>
(11) Fee for recording redemption 25cents each subdivision	\$	<u>2.5</u>
(12) Fee for indexing redemption 15cents for each separate subdivision	\$	<u>1.5</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>12.15</u>
(19) 1% on Total for Clerk to Redeem	\$	<u>1.2</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>82</u> taxes and to pay accrued taxes as shown above	\$	<u>12.27</u>
Excess bid at tax sale \$ <input checked="" type="checkbox"/>		<u>12.7</u>
		<u>14.27</u>
		<u>George Merritt 10.75</u>
		<u>clerk 1.52</u>
		<u>R-7 2.00</u>
		<u>14.27</u>

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

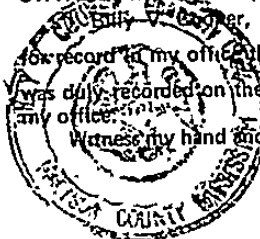
STATE OF MISSISSIPPI, County of Madison:

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 20 day of Feb, 1985, at 12:20 o'clock P. M., and
 was duly recorded on the FEB 25 1985 day of FEB 25 1985, 1985, Book No. 203 on Page 200 in
 my office.

Witness my hand and seal of office, this the FEB 25 1985 day of FEB 25 1985, 1985.

BILLY V. COOPER, Clerk

By D. Wright D.C.



INDEXED

WARRANTY DEED

1259

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, RALPH E. RIVES, by these presents, does hereby sell, convey and warrant unto RIVES & COMPANY, the land and property which is situated in Madison County, Ms., described as follows, to-wit:

Lots 5, 6, 11, and 13, of Colonial Village Subdivision, Part II (2), according to the map thereof which is of record in the Office of the Chancery Clerk of Madison County at Canton, Ms., in Plat Cabinet "B" at Slot 73, reference to which is hereby made.

Subject lots are part of the properties vested in the Grantor by Warranty Deed, dated February 7, 1985, executed by Ralph E. Rives, and C. D. Caraway, Book 203 Page 85.

This conveyance and it's warranty is subject to exceptions, namely: (a) oil, gas, and mineral rights outstanding; (b) restrictive covenants dated 2/5/85, as filed 2/6/85, recorded Book 532 Page 13; (c) easements applicable to lots indicated by subdivision plat; (d) ad valorem taxes for present year.

Subject property is no part of the homestead of the Grantor.

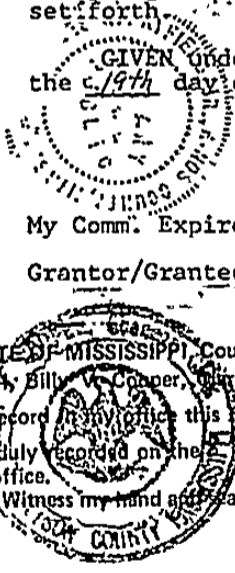
WITNESS the hand and signature of the Grantor hereto affixed this the 19th day of February, 1985.

[Signature]
RALPH E. RIVES

STATE OF MISSISSIPPI, COUNTY OF HINDS:

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named RALPH E. RIVES, who acknowledged before me that he signed and delivered the foregoing instrument for the purposes recited on the date therein set forth.

GIVEN under my hand and the official seal of my office on this the 19th day of February, 1985.



[Signature]
NOTARY PUBLIC

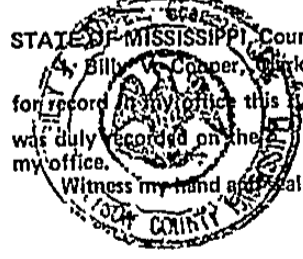
My Comm. Expires: MY COMMISSION EXPIRES AUGUST 22, 1987

Grantor/Grantee M/A: 5516 Marblehead Drive, Jackson, Ms. 39211

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 20 day of Feb., 1985, at 12:20 o'clock P.M., and was duly recorded on the 25 day of FEB 25 1985, 19... Book No 203 on Page 201 in my office.

Witness my hand and seal of office, this the 25 of FEB 25 1985, 19...



BILLY V. COOPER, Clerk

By *[Signature]* D.C.

WARRANTY DEED

BOOK 203 PAGE 202

INDEXED 1260

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 J. HARVEY HANEY do hereby sell, convey and warrant unto KATHLEEN JEAN SIDES the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot Three (3), LAKELAND ESTATES, Part I, Madison County, Mississippi, a Subdivision according to a map or plat thereof, on file and of record in the Office of the Chancery Clerk at Canton, Mississippi, recorded in Cabinet A, Slot 114, reference to which is hereby made.

This conveyance is subject to the restrictive covenants, mineral reservations and rights of way of record.

This property constitutes no part of my homestead.

WITNESS MY SIGNATURE this 19 day of February, 1985.

J. HARVEY HANEY (Signature)

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the State and County aforesaid, J. HARVEY HANEY who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 19 day of February, 1985.

Malcolm
NOTARY PUBLIC

My commission expires: 7/1/85

GRANTOR:
J. Harvey Haney
242 Highway 51 N, Ridgeland, MS 39157

GRANTEE:
Kathleen Jean Sides
514 Pawnee Way
Madison, Mississippi 39110



STATE OF MISSISSIPPI, County of Madison:
I, BILLY V. COOPER, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of February, 1985, at 1:20 o'clock P.M., and was duly recorded on the day of FEB 25 1985, Book No 203 on Page 202 in my office.
Witness my hand and seal of office, this the FEB 25 1985, 19.....
BILLY V. COOPER, Clerk
By J. W. [Signature] D.C.

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

No 7243

Redeemed Under H.B. 587 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

Catherine Simpson

the sum of Thirty-seven & 27/100 DOLLARS (\$ 37.27) being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with columns: DESCRIPTION OF LAND, SEC, TWP, RANGE, ACRES. Row 1: Lot 12 less 40 ft off W/E Blk A Canton Hts & Res 82-237 Blk 100-117 Canton

Which said land assessed to Eugene Pullum and sold on the 17 day of Sept 1984 to Bradley Williamson for taxes thereon for the year 1983 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 20 day of February 1985 Billy V. Cooper, Chancery Clerk.

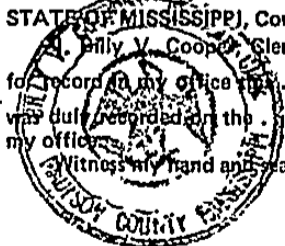
(SEAL) By K Gregory D.C.

STATEMENT OF TAXES AND CHARGES

Table listing 20 items of taxes and charges with amounts. Total: 34.92. Grand Total to Redeem: 35.27. Excess bid at tax sale: 37.27.

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 20 day of February 1985, at 1:40 o'clock P.M., and was duly recorded on the FEB. 25, 1985, 19... Book No. 203 on Page 203 in my office.



BILLY V. COOPER, Clerk

By N. Wright D.C.

TRUSTEE'S DEED

C

WHEREAS, Hattie D. Brown a/k/a Hattie D. Davis, executed a Deed of Trust to William R. Collins, Trustee, for Citizens Bank and Trust Company, Belzoni, Mississippi, Canton Branch, Canton, Mississippi, on May 19, 1983, to secure the payment of the indebtedness therein described which deed of trust was recorded in Book 514 at page 366 in the records in the office of the Chancery Clerk of Madison County, Mississippi; and,

WHEREAS, default was made in the payments and covenants contained in the said deed of trust and the entire debt secured thereby having been declared to be due and payable and the holder of the indebtedness and deed of trust did require the undersigned Trustee to execute the trust; and,

WHEREAS, I, William R. Collins, the undersigned, as Trustee, did execute the trust therein contained by posting a notice of the Trustee's Sale at the Bulletin Board at the South Entrance to the Madison County Courthouse in Canton, Mississippi, and caused publication of said notice to be made in the Madison County Herald, a newspaper within the meaning of the statute, published in the City of Canton, Mississippi, and having a general circulation in Madison County, Mississippi, in the issues of January 24, 1985; January 31, 1985; February 7, 1985; and February 14, 1985; which said notice called for the sale by the undersigned Trustee on the 15th day of February, 1985, within legal hours at the South door of the Courthouse of Madison County at Canton, Mississippi, to the highest and best bidder for cash the property described in said deed of trust; and,

WHEREAS, the date and hour set forth in the notice did arrive, and on February 15, 1985, within legal hours at the South door of the Courthouse of Madison County, at Canton, Mississippi, I, the undersigned, William R. Collins, did offer for sale to the highest and best bidder for cash the hereinafter described property and the within named purchaser having bid the sum of

Fourteen Thousand Three Hundred Thirty-three and 80/100 Dollars (\$14,333.80) was the highest and best bidder for cash for the purchase of the property described.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Fourteen Thousand Three Hundred Thirty-three and 80/100 Dollars (\$14,333.80) cash in hand paid to me, I, William R. Collins, Trustee, do hereby sell and convey unto Citizens Bank and Trust Company, Belzoni, Mississippi, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Parcel I: A lot or parcel of land containing 3.02 acres more or less, lying and being situated in the E1/2 of the SW1/4, Section 31, Township 10 North, Range 5 East, Madison County, Mississippi, and more particularly described as beginning at a point 9.4 feet south and 22 feet west of the NE corner of the E1/2 of the SW1/4 of said Section 31; thence S 00 degrees 49 minutes 23 seconds E along an existing fence 275.57 feet to a point; thence west 481.99 feet to a point; thence N 00 degrees 16 minutes 14 seconds E 273.52 feet to a point on an existing fence; thence N 89 degrees 45 minutes 30 seconds E 476.76 feet along an existing fence to the point of beginning.

Parcel II. A parcel of land containing 2 acres more or less lying and being situated in the E1/2 of the SW1/4, Section 31, Township 10 North, Range 5 East, Madison County, Mississippi, and more particularly described as beginning at a point on the west line of the Lance Lewis property that is 577.49 feet south and 176.13 feet west of the NE corner of E1/2 of SW1/4 of said Section 31, and run south 267.32 feet along the west line of the Lance Lewis property to a point; thence west 326.53 feet to a point thence N 00 degrees 16'04" E 267.32 feet to a point; thence east 325.28 feet to the point of beginning.

Parcel III: Lot or parcel of land fronting 59.0 feet on the East side of Hickory Street and being 59 feet evenly off the South end of Lot 13 of West North Street, according to the 1898 George and Dunlap Map of Canton, Madison County, Mississippi.

The undersigned William R. Collins, as Trustee, hereby conveys such title as is vested in him as such.

The proof of publication of the Notice of the Trustee's Sale published in the Madison County Herald required by law is attached hereto as Exhibit "A".

WITNESS MY SIGNATURE on this the 15th day of February, 1985.

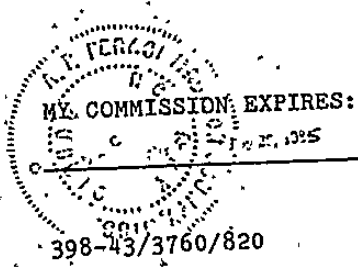

William R. Collins, Trustee

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, WILLIAM R. COLLINS, Trustee, who 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 and official seal on this the 15th day of February, 1985.

J. Pheraci
Notary Public



MADISON COUNTY HERALD

PROOF OF PUBLICATION

THE STATE OF MISSISSIPPI, MADISON COUNTY.

PASTE PROOF HERE

TRUSTEE'S NOTICE OF SALE

WHEREAS, Hallie D. Brown a/k/a Hallie D. Davis, executed a Deed of Trust to William R. Collins, Trustee, for Citizens Bank and Trust Company, Belzoni, Mississippi, Canton Branch, Canton, Mississippi, on May 19, 1985, which deed of trust is recorded in Book 514 at page 246 in the records in the office of the Chancery Clerk of Madison County, Mississippi; and,

WHEREAS, default having been made in the performance of the conditions and stipulations as set forth in said Deed of Trust, and having been requested to do so by Citizens Bank and Trust Company, Belzoni, Mississippi, Canton Branch, the legal holder of the indebtedness secured and described by said Deed of Trust, notice is hereby given that I, William R. Collins, Trustee, by virtue of the authority conferred upon me in said Deed of Trust, will offer for sale and will sell at public sale and outcry the highest and best bidder, for cash, between the hours of 11:00 o'clock a.m. and 4:00 o'clock p.m., in front of the South entrance of the Madison County Courthouse, in Canton, Madison County, Mississippi, on the 15th day of February, 1985, the following described land and property, being the same land and property described in said Deed of Trust, and being situated in Madison County, Mississippi, to wit:

Parcel I. A lot or parcel of land containing 3.02 acres more or less, lying and being situated in the E 1/2 of the SW 1/4, Section 21, East, Madison County, Mississippi, and more particularly described as beginning at a point 9.4 feet south and 22 feet west of the NE corner of the E 1/2 of the SW 1/4 of said Section 21; thence S 00 degrees 49 minutes 23 seconds E along an existing fence 223.57 feet to a point; thence west 481.98 feet to a point; thence N 00 degrees 16 minutes 14 seconds E 273.52 feet to a point on an existing fence; thence N 89 degrees 45 minutes 30 seconds E 474.76 feet along an existing fence to the point of beginning.

Parcel II. A parcel of land containing 7 acres more or less lying and being situated in the E 1/2 of the SW 1/4, Section 31, Township 19 North, Range 5 East, Madison County, Mississippi, and more particularly described as beginning at a point on the west line of the Lance Lewis property that is 277.49 feet south and 176.13 feet west of the NE corner of E 1/2 of SW 1/4 of said Section 31, and run south 267.22 feet along the west line of the Lance Lewis property to a point; thence west 326.53 feet to a point; thence N 90 degrees 14' 04" E 267.32 feet to a point; thence east 323.28 feet to the point of beginning.

Parcel III. Lot or parcel of land fronting 59.0 feet on the East side of Hickory Street and being 59 feet evenly off the South end of Lot 13 of West North Street, as shown on the 1985 George and Dunlap Map of Canton, Madison County, Mississippi.

Title to said property is believed to be good but I will convey only such title as is vested in me as trustee.

WITNESS MY SIGNATURE on this the 14th day of January, 1985. William R. Collins, Trustee. Montgomery, Smith, Vanz, McGraw & Ellington, 260 North Liberty Street, P.O. Box 264, Canton, Mississippi 39044. Phone No. (601) 857-3414 or 948-0972. Jan. 24, 21, Feb. 7, 14, 1985

Personally appeared before me

Bruce Hill, a Notary Public in and for Madison County, Mississippi, BRUCE HILL, who being duly sworn says that he is the Publisher of the MADISON COUNTY HERALD, and that such is a newspaper within the meaning of the statute, published weekly in Canton, Madison County, Mississippi, and having a general circulation in the City of Canton and Madison County, Mississippi, and that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper, 4 times as follows:

- VOL 93 NO 4 DATE Jan 24, 1985
VOL 93 NO 5 DATE Jan 31, 1985
VOL 93 NO 6 DATE Feb 7, 1985
VOL 93 NO 7 DATE Feb 14, 1985

Number Words 545
Published 4 Times
Printer's Fee \$ 81.75
Making Proof \$ 1.00
Total \$ 82.75

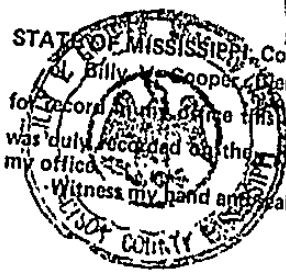
Affiant further states that said newspaper has been established for at least twelve months next prior to the first publication of said notice.

(Signed) Bruce Hill, Publisher

Sworn to and subscribed before me this 14th day of February, 1985

Signature of Notary Public, My Commission Expires May 27, 1987

EXHIBIT A



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 this office this 20 day of Feb, 1985, at 4:25 o'clock P.M., and was duly recorded on the 20 day of Feb 25 1985, 1985, at 4:25 o'clock P.M., and my office is located at the ... day of ... 19... Book No. 203 on Page 207 in ... of FEB 25 1985, 19...
BILLY V. COOPER, Clerk
By N. Wright, D.C.

C

WARRANTY DEED

BOOK 203 PAGE 208

INDEXED
1276

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, Nelson Construction Company, Inc, a Mississippi Corporation acting by and through its duly authorized officer, does hereby sell, convey and warrant unto Howard A. Berry and wife, Terie L. Berry, as joint tenants with the full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Lot Sixty-Seven (67), BEAVER CREEK SUBDIVISION, PART TWO (2), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Slide B-61, reference to which is here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1985 are to prorated between the Grantor and the Grantees herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor, this the 15th day of February, 1985.

Earl A. Nelson III
Nelson Construction Company, Inc, a

Mississippi Corporation
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Earl A. Nelson, III who acknowledged to me that he is the President of Nelson Construction Company, Inc, a Mississippi Corporation, and that he, as such President, signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

GIVEN under my hand and official seal of office, this the 15th day of February, 1985.

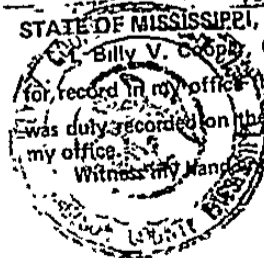
Elmer J. [Signature]
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Aug. 25, 1985

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 21 day of Feb, 1985, at 9:00 o'clock A.M. and was duly recorded on the 21 day of FEB 25 1985, 19... Book No 203 on Page 208 in my office. Witness my hand and seal of office, this the ... of ... of ... 19... FEB 25 1985



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

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and legal sufficiency of all of which are hereby acknowledged, we, LINDSEY CAMP HARRIS, SR., and EVA K. HARRIS, do hereby sell, convey, and quitclaim unto LINDSEY CAMP HARRIS, JR. and PEGGY H. BRABSTON, all our right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Tract 1: Lot 8, Block 24, Jones Addition to the Town of Flora, Section 16, Township 8 North, Range 1 West, being the same land and lot conveyed to Lindsey Camp Harris, Sr. by the Board of Supervisors by instrument dated the 7th day of March, 1947, and recorded in Book 185 at Page 506.

Tract 2: A lot or parcel of land, containing 63.20 acres, more or less, in the north 1/2 of Section 4, Township 8 North, Range 1 West, more particularly described as beginning at the NW corner of said Section 4, and running thence south for 14.50 chains along the west line of said Section 4, thence running east for 47.30 chains to the west side of the public road, thence running north 26°30' west along said west side of the public road for 16.20 chains to the north line of said Section 4, thence running west for 40.10 chains along the north line of said Section 4 to the point of beginning.

It is our intention to convey, and we do hereby convey, whether correctly described herein or not, all our real estate lying and being situated in Madison County, Mississippi.

Grantors reserve unto themselves a life estate in that portion of the real estate described as Tract 1 above for so long as they, or either of them, shall reside in the residence situated thereon.

WITNESS OUR SIGNATURES, this the 19 day of February, 1985.

Lindsey Harris
LINDSEY CAMP HARRIS, SR.

Eva K. Harris
EVA K. HARRIS

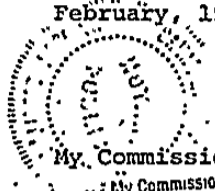
STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, the within named Lindsey Camp Harris, Sr.

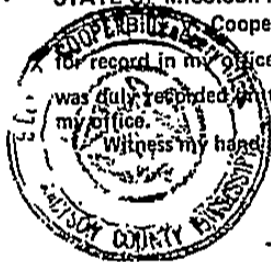
and Eva K. Harris, who each acknowledged that they signed and delivered the above and foregoing deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 19th day of February, 1985.



Sarah L. Simpson
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:



Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 21 day of Feb, 1985, at 9:00 o'clock AM, and was duly recorded on the FEB 25 1985 day of FEB 25 1985, 19....., Book No 203 on Page 209 in my office.

Witness my hand and seal of office, this the FEB 25 1985 day of FEB 25 1985, 19.....

BILLY V. COOPER, Clerk

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

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, L. C. HARRIS, SR., have made, constituted and appointed, and by these presents do make, constitute and appoint L. C. HARRIS, JR., as my true and lawful attorney in fact for me and in my name, place, and stead to ask, demand, sue for, collect and receive any and all sums of money and all property which is now due or which may hereafter become due and owing to me, and to give good and valid receipts and discharges for such payments; to sell, assign and transfer any stock, bonds, or securities standing in my name; to sign, execute, acknowledge and deliver in my name, all transfers and assignments of any of the aforementioned securities; to borrow money and to pledge securities for such loans if in his judgment he shall deem same necessary; to lease, convey, sell and mortgage real estate or personal property owned by me, and to take title to all property of every kind whatsoever in my name if he thinks proper; to execute, acknowledge and deliver deeds of real property, oil and gas leases and other leases, mortgages, satisfactions, and other instruments relating to realty and personal property which he considers necessary; to do any and all business I may lawfully do if physically able, with banks and other financial institutions, and to endorse all checks and drafts made payable to my order, and collect the proceeds thereof; to sign checks on all accounts in my name, and to withdraw funds from said accounts; to open accounts in my name or in his own name as my attorney in fact; to make such payments and expenditures as may be necessary in connection with any of the foregoing matters or with the administration of my affairs; to appear in my behalf in all actions and proceedings to which I may be party in the Courts of the state of Mississippi, or any other state in the United States, or in the United States Courts, to commence actions and proceedings necessary; to sign and verify in my name any and all complaints, petitions, answers and other pleadings of every description; to represent me in all income tax matters before any officer of the Internal Revenue Service; to

make and verify income tax returns, claims for refunds, requests for extensions of time, and consents in my name; to represent me in all matters which may pertain to the Social Security Administration and any and all governmental agencies, hereby giving and granting to my said attorney in fact full power and authority to do and perform all and every act and thing whatsoever necessary to be done in the premises, as fully to all intent 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 in fact may do pursuant to this general power.

The failure to enumerate a specific power herein does not mean that my attorney in fact does not have the power, and this power of attorney is intended to be a general power of attorney, granting to said attorney in fact full power to do and perform all acts in my behalf that I could do if personally able and present. It is further my desire that this power of attorney continue in full force and effect from the date of its execution until such time as it is revoked by me. It is my specific intent that this power continue in the event I am placed in a nursing home or other facility primarily engaged in the care of elderly or ill people.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 14 day of February, 1985

L. C. Harris
L. C. HARRIS, SR.

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the county and state aforesaid, L. S. HARRIS, SR. who acknowledged that he signed and delivered the above and foregoing Power of Attorney as his act and deed on the day and year therein set forth.

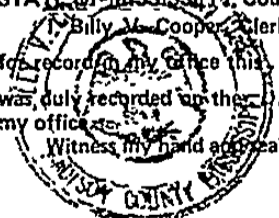
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 14 day of February, 1985.

My Commission Expires:
My Commission Expires Dec 19, 1973

Sarah L. Simpson
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

Billy M. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 21 day of Feb, 1985, at 9:00 o'clock a.M., and was duly recorded on the 21 day of FEB 25 1985, 1985, Book No. 203 on Page 21 in my office.



Witness my hand and seal of office, this the FEB. 25 1985 of 1985.

BILLY V. COOPER, Clerk

By n. Wright, D.C.

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

M. C. May
 the sum of Thirteen & 69/100 DOLLARS (\$ 13.69)
 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>.30 A 1/2 of Sec. Vac</u>				
<u>BR 157-393 S 17, T 7N, R 2E Madison</u>				

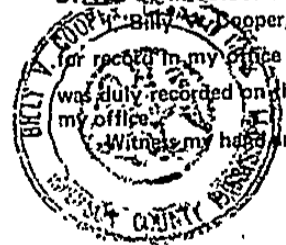
Which said land assessed to M. Charles + Deloris B. May and sold on the
17 day of Sept 1984, to Dorothy Hawkins for
 taxes thereon for the year 1983, do hereby release said land from all claim or title of said purchaser on account of said sale.
 IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 21 day of
February 1985 Billy V. Cooper, Chancery Clerk.
 (SEAL) By K Gregory D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$	<u>2.26</u>
(2) Interest	\$	<u>.18</u>
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$	<u>.05</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>9.69</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$	<u>.11</u>
(10) 1% Damages per month or fraction on 19 <u>83</u> taxes and costs (Item 8 --Taxes and costs only) <u>6</u> Months	\$	<u>.57</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)	\$	
(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>11.57</u>
(19) 1% on Total for Clerk to Redeem	\$	<u>.12</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>83</u> taxes and to pay accrued taxes as shown above	\$	<u>11.69</u>
		<u>2.00</u>
		<u>13.69</u>

Excess bid at tax sale \$ 13.69
Dorothy Hawkins 10:17
Clerk Fee 1.52
Rec Rel 2.00
13.69

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 21 day of February, 1985, at 10:20 clock A. M., and
 was duly recorded on the 21 day of FEB. 25 1985, 1985, Book No 203 on Page 213 in
 my office.
 Witness my hand and seal of office, this the 21 day of FEB 25 1985, 1985.
 BILLY V. COOPER, Clerk
 By M. Wright, D.C.



INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, and for the further consideration of the assumption and payment by Curtis Clark and wife, Annie Clark, of that deed of trust executed by Sammy L. Brown on the 24th day of May, 1983, in favor of Lumbermen's Investment Corporation, LIC Loan No. 410332, P. O. Box 4527, Jackson, MS 39216, and filed for record in the Chancery Clerk's Office for Madison County, Mississippi, in land deed of trust book 514 on page 445, I SAMMY L. BROWN, do hereby bargain, sell, convey and warrant unto CURTIS CLARK and wife, ANNIE CLARK, as an estate by the entirety with full rights of survivorship and not as tenants in common, the following described land an property situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 36 feet on the North Side of E. Academy St., being a part of Lots 46 and 48 (said Lots 46 & 48 have no division line) on the North side of E. Academy St., according to the 1898 George and Dunlap map of the City of Canton, Madison County, Mississippi, and more particularly described as: Commencing at the intersection of the East line of said Lot 48 with the present North margin of E. Academy St. and run Westerly along the North margin of said E. Academy St. for 108 ft. to the SE corner and the point of beginning of the property herein described; thence Westerly along the North margin of E. Academy St. for 36 ft. to a point on the East margin of an alley; thence turn right an angle of 91 degrees 18 minutes and run along the East margin of said alley for 164 ft. to a point on a fence line; thence turn right an angle of 88 degrees 42 minutes and run along said fence for 6 ft. to a fence corner; thence turn left an angle of 90 degrees 27 minutes and run along the existing fence for 11 ft. to a point on the North line of said Lot 46 thence turn right an angle of 90 degrees 27 minutes and run along the North line of said Lot 46 for 25 ft. to a point, thence turn right an angle of 89 degrees 33 minutes and run parallel to the East line of said Lot 48 for 175 ft. to the point of beginning.

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

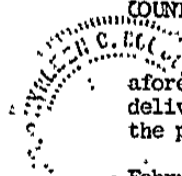
ALL ESCROW items shall be transferred and shall be the property of the Grantees herein.

WITNESS THE SIGNATURE of the Grantor, this the 20th day of February, 1985.

Sammy L. Brown
SAMMY L. BROWN, Grantor

Rt. 3, Box 398-D
Canton, MS 39046

STATE OF MISSISSIPPI
COUNTY OF MADISON



PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, SAMMY L. BROWN, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

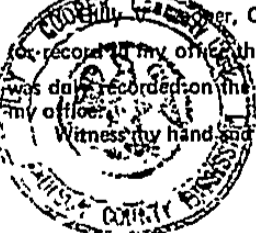
GIVEN UNDER MY HAND and official seal of office on this the 20th day of February, 1985.

My Commission Expires:
November 22, 1985

Mylen C. Boucavaquin
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

_____, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 21 day of February, 1985, at 10:35 o'clock A.M., and was duly recorded on the FEB 25 1985 day of FEB 25 1985, 1985, Book No 203 on Page 214 in FEB 25 1985



BILLY V. COOPER, Clerk

By *B. Wright*..... D.C.

STATE OF MISSISSIPPI
COUNTY OF MADISON

DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned, Laurence P. Heath, of the State of New York, by and through my duly and lawfully appointed attorney, NITA T. HEATH, As per Power of Attorney dated February 11, 1985, and of record in Land Deed Book A-155, page 274, records of Office of Chancery Clerk of Neshoba County, Mississippi, do hereby sell, convey, and warrant unto NITA T. HEATH of Edinburg, Mississippi, the following described land and property being situate in Madison County, Mississippi, to-wit:

Lot 108, Village of Woodgreen, Part 2, Madison County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Madison County, Mississippi, in Plats B at Slott 44.

WITNESS THE SIGNATURE of the undersigned Grantor, this the 21st day of February, A. D., 1985.

Laurence P. Heath by Nita T. Heath, P/A
LAURENCE P. HEATH by NITA T. HEATH, V/A

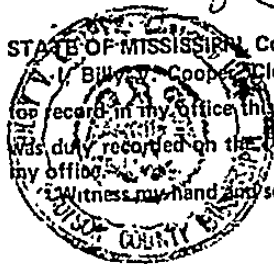
STATE OF MISSISSIPPI
COUNTY OF *Neshoba*

Personally came and appeared before me, the undersigned authority, a Notary Public in and for the jurisdiction aforesaid, the within named Laurence P. Heath by Nita T. Heath, power of Attorney, who acknowledged that she signed, sealed, executed, and delivered the above, foregoing, within and attached Deed at the time and for the purposes therein stated as her own free act and deed of her Power of Attorney.

GIVEN UNDER MY HAND and Official Seal this 21st day of February, 1985.

Therell B. Wiley
NOTARY PUBLIC

My Commission Expires:
8-5-87



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 *21* day of *Feb*, 19*85*, at *1:00* o'clock *P*. M., and was duly recorded on the *FEB 25 1985* day of *FEB 25 1985*, 19*85*, Book No. *203* on Page *215* in my office. Witness my hand and seal of office, this the *FEB 25 1985* day of *FEB 25 1985*, 19*85*.

BILLY V. COOPER, Clerk

By *J. Wright*, D.C.

CF/WarrantyDeed/01
HN/do -- 02/20/85

22050-50260

Real Estate

WARRANTY DEED

BOOK 203 PAGE 216 INDEXED 1297

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 WILLIAM ANTHONY KOBY, TRUSTEE ("Grantee"), having an office at Greenwood, Koby, Olds, Pinson & Bussey, 1900 American General Tower, 2727 Allen Parkway, Houston, Texas 77019, 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 eastern right-of-way of 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, 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 39 seconds East, 33.18 feet; run thence northeasterly, counterclockwise along the arc of said curve 80.60 feet to a point; said curve having a central angle of 23 degrees 23 minutes 01 seconds and a chord bearing and distance of North 56 degrees 41 minutes 35 seconds East, 80.05 feet; leaving 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 aforesaid 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.

For waiver of Right of First Refusal

See Book 733, Page 726

Billy V. Cooper, CC

Ry. S. Cole DC

2-27-91

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

pense of the Road Work shall be apportioned equally among each of the Access Beneficiaries, notwithstanding the ultimate locations and descriptions of the Road Easement, Burden Parcel and Access Easement. If the Access Beneficiaries shall fail to do the Road Work, as hereinabove provided, Grantor shall have the right, but not the obligation, upon ten (10) days' notice to the Access Beneficiaries (unless within such 10-day period the Access Beneficiaries, or any one of them, shall undertake to properly do the Road Work) and without notice in the case of emergency, to take such action as shall be necessary to cause the Access Road to be maintained, repaired or replaced, from time to time and at any time, in a condition, which in Grantor's sole judgment, reflects the standards and quality of Northpark Shopping Center, for the account of the Access Beneficiaries. In such case, the Access Beneficiaries shall reimburse Grantor, within ten (10) days after demand therefor, for the costs incurred by it in so doing, plus an overhead charge equal to thirty-five percent (35%) of such costs. Notwithstanding the foregoing, no representation or covenant is made or given that Access Road D will be constructed, or if constructed, when such construction will be completed.

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 November 1, 1984.

2. Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Associates, D.H. Holmes Company, Limited and McRae's, Inc., dated as of March 16, 1983, and recorded in Book 186 at Page 295 of the Records of Madison County, Mississippi, except that the term "Developer Site" as used in Section 17.2 thereof shall not include the Premises conveyed herein.

3. Supplement to Construction, Operation and Reciprocal Easement Agreement, by Ridgeland Associates, dated May 5, 1983, and recorded in Book 187 at Page 269, of the Records of Madison County, Mississippi.

4. First Amendment to Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Associates, D.H. Holmes Company, Limited and McRae's, Inc., dated as of September 26, 1983 and recorded in Book 521 at Page 324 of the Records of Madison County, Mississippi.

5. Second Amendment to Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Associates, D.H. Holmes Company, Limited, McRae's, Inc., J.C. Penney Company, Inc. and J.C. Penney Properties, Inc., dated as of November 28, 1983 and recorded in Book 526 at Page 145 of the records of Madison County, Mississippi.

6. Third Amendment to Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Associates, D.H. Holmes Company, Limited, McRae's, Inc., J.C. Penney Company, Inc. and J.C. Penney Properties, Inc., dated as of September 14, 1984 and recorded in Book 200 at Page 641 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").

7. 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 D.

8. Amended and Restated Declaration of Covenants, made by Ridgeland Associates, dated as of September 14, 1984 and recorded in Book 546 at Page 210 of the Records of Madison County, Mississippi.

9. 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. Amendment to Declaration, made by Ridgeland Associates, dated as of September 14, 1984 and recorded in Book 546 at Page 249 of the Records of Madison County, Mississippi.

11. Declaration of Easements, made by Ridgeland Associates, dated as of September 14, 1984 and recorded in Book 201 at Page 95 of the Records of Madison County, Mississippi.

12. Right-of-Way Instrument, made by Ridgeland Associates, dated as of September 14, 1984 and recorded in Book 200 at Page 679 of the Records of Madison County, Mississippi.

13. Covenants and Restrictions annexed hereto and made a part hereof as Exhibit D.

14. 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, for the purpose of installing, maintaining, using, repairing and replacing utility lines underground and within the Premises, including, but not limited to, water, gas, telephone, electric, storm sewer and sanitary sewer lines and other facilities and

equipment, which Utility Easement shall (i) run with and encumber the Premises and be binding upon all parties having any right, title or interest in the whole, or any part, of the Premises, their respective heirs, successors and assigns, forever, and (ii) inure to the benefit of the Entire Site, and all parties having any right, title or interest in the whole, or any part, of the Entire Site, their respective heirs, successors and assigns, forever. Grantor reserves the right to relocate the Utility Easement to such place on the Premises as it shall designate; provided, however, that such relocation shall be made at Grantor's sole cost and expense and provided further that any such relocation shall not unreasonably interfere with the conduct of Grantee's business.

(c) A perpetual sign easement ("Sign Easement"), as designated on Exhibit B hereto, together with the right of ingress and egress to and from the Sign Easement for the passage of vehicles, equipment and personnel with respect to utilization of the Sign Easement (such right of ingress and egress being hereinafter referred to as "I and E Rights"), for the benefit of Grantor, its successors and assigns and its and their respective agents, contractors, designees, servants and employees, for the purpose of installing, maintaining, using, repairing and replacing a pylon sign on, under and above the land encumbered by the Sign Easement which Sign Easement and I and E Rights shall (i) run with and encumber the Premises and be binding upon all parties having any right, title or interest in the whole, or any part, of the Premises, their respective heirs, successors and assigns, forever and (ii) inure to the benefit of Grantor, and Grantor's heirs, successors and assigns, forever. Grantor reserves the right to relocate the Sign Easement to such place on the Premises as it shall designate; provided, however, that such relocation shall be made at Grantor's expense and provided further that any such relocation shall not unreasonably interfere with the conduct of Grantee's business.

15. Grantor's reservation hereby of a perpetual, non-exclusive access easement ("Access Easement"), for access, ingress and egress in, on, under, over, through and across that certain parcel of land which is described on Exhibit E annexed hereto and made a part hereof and is designated on the Plot Plan annexed as Exhibit B hereto, for the benefit of (a) Grantor, its successors and assigns and its and their respective agents, contractors, designees, servants and employees, for the purpose of (i) constructing, installing, maintaining, repairing and replacing a paved road over the land encumbered by Access Easement (but only at such time as all of the land contiguous to the Access Easement has been sold by Grantor), and (ii) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises, County Line Road and the Ring Road, and (b) the Access Benefit Parcels, for the purpose of (1) maintaining, repairing and replacing that portion of Access Road D which is located on the Premises and situated on the land encumbered by the Access Easement, and (1) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises, County Line Road and the Ring Road, which Access Easement shall (x) run with and encumber the Premises and be binding upon all parties having any right, title or interest in the whole, or any part, of the Premises, their respective heirs, successors and assigns, forever, (y) inure to the benefit of

CF/WarrantyDeed/00
HN/jfg -- 02/13/85

22050-50260

Real Estate

BOOK 203 PAGE 221

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

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer, as of this 14th day of February, 1985.

RIDGELAND ASSOCIATES

By: CF Jackson Associates,
General Partner

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

By: 

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.

By: 
WILLIAM ANTHONY KOBAY, TRUSTEE

CF/WarrantyDeed/00
HN/jfg -- 02/13/85

22050-50260

Real Estate

STATE OF NEW YORK)
COUNTY OF Westchester)

BOOK 203 PAGE 222

ss.:

I HEREBY CERTIFY that on this 19th day of February 1985, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David J. Schwartz, to me known to be the person described in and who executed the foregoing instrument as Asst. V.P. 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.

Deborah L. Owen
Notary Public

DEBORAH L. OWEN
Notary Public, State of New York
No. 4799596
Qualified in Westchester County
Commission Expires March 30, 1985

My Commission expires on



STATE OF New York)
COUNTY OF New York)

ss.:

I HEREBY CERTIFY that on this 15th day of February 1985, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM ANTHONY KOBY, to me known to be the person described in and who executed the foregoing instrument on the day and year therein mentioned.

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

Holly Nacht
Notary Public

My Commission expires on 3/30/85

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:

Greenwood, Koby, Olds, Pinson & Bussey
1900 American General Tower
2727 Allen Parkway
Houston, Texas 77019

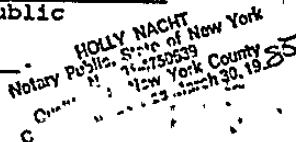


EXHIBIT A to WARRANTY DEED

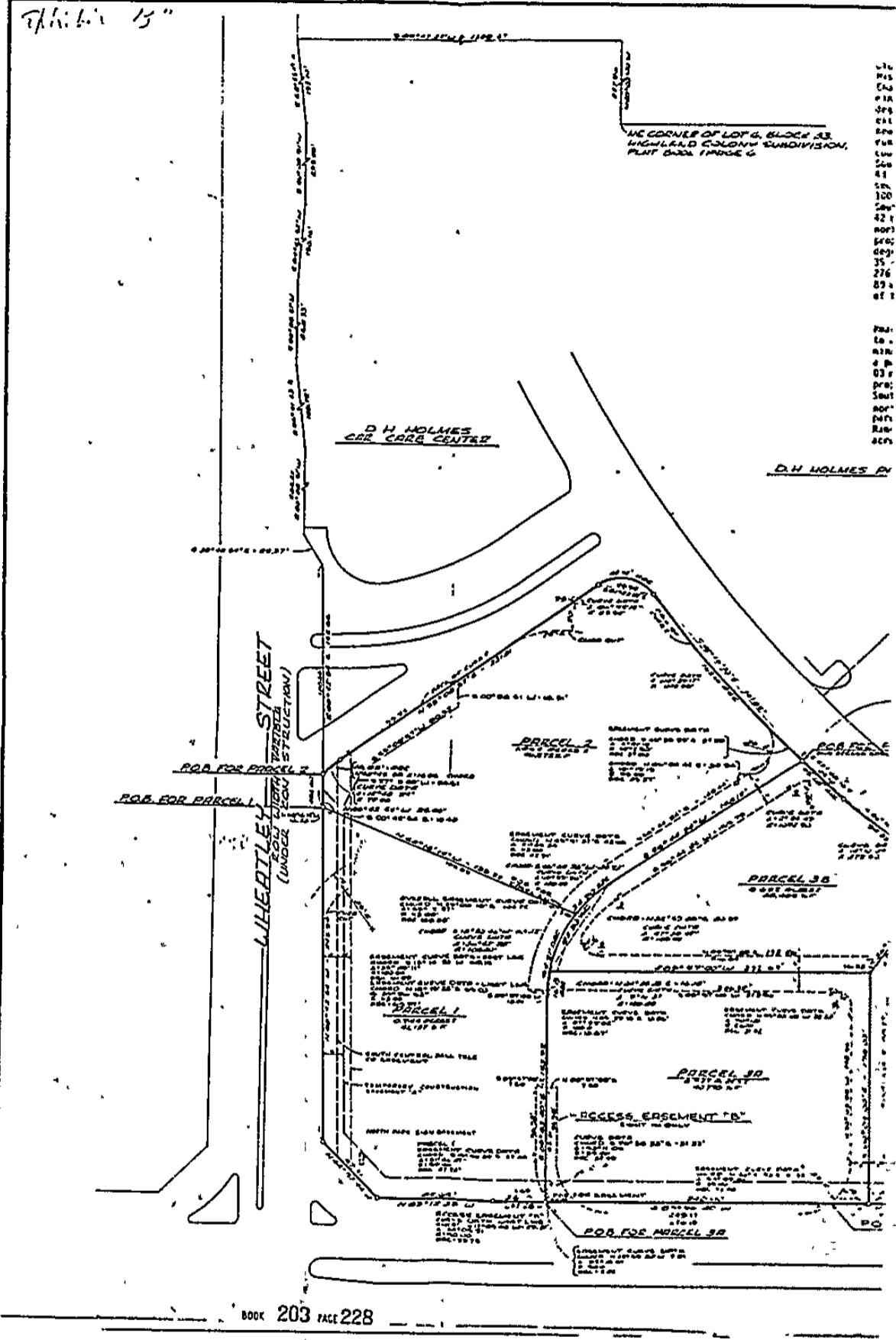
LEGAL DESCRIPTION OF THE BURDEN PARCEL

BOOK 203 PAGE 223

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.25 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 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, 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, 25.65 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, 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 57 minutes 00 seconds East, 13.00 feet to a point; run thence South 00 degrees 03 minutes 00 seconds East, 158.93 feet to the beginning of a curve; run thence southerly, counterclockwise along the arc of said curve, 31.07 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 50 degrees 51 minutes 19 seconds and a chord bearing and distance of South 25 degrees 28 minutes 40 seconds East, 30.06 feet; run thence North 87 degrees 46 minutes 31 seconds West, 25.93 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.

15"



110
 100
 90
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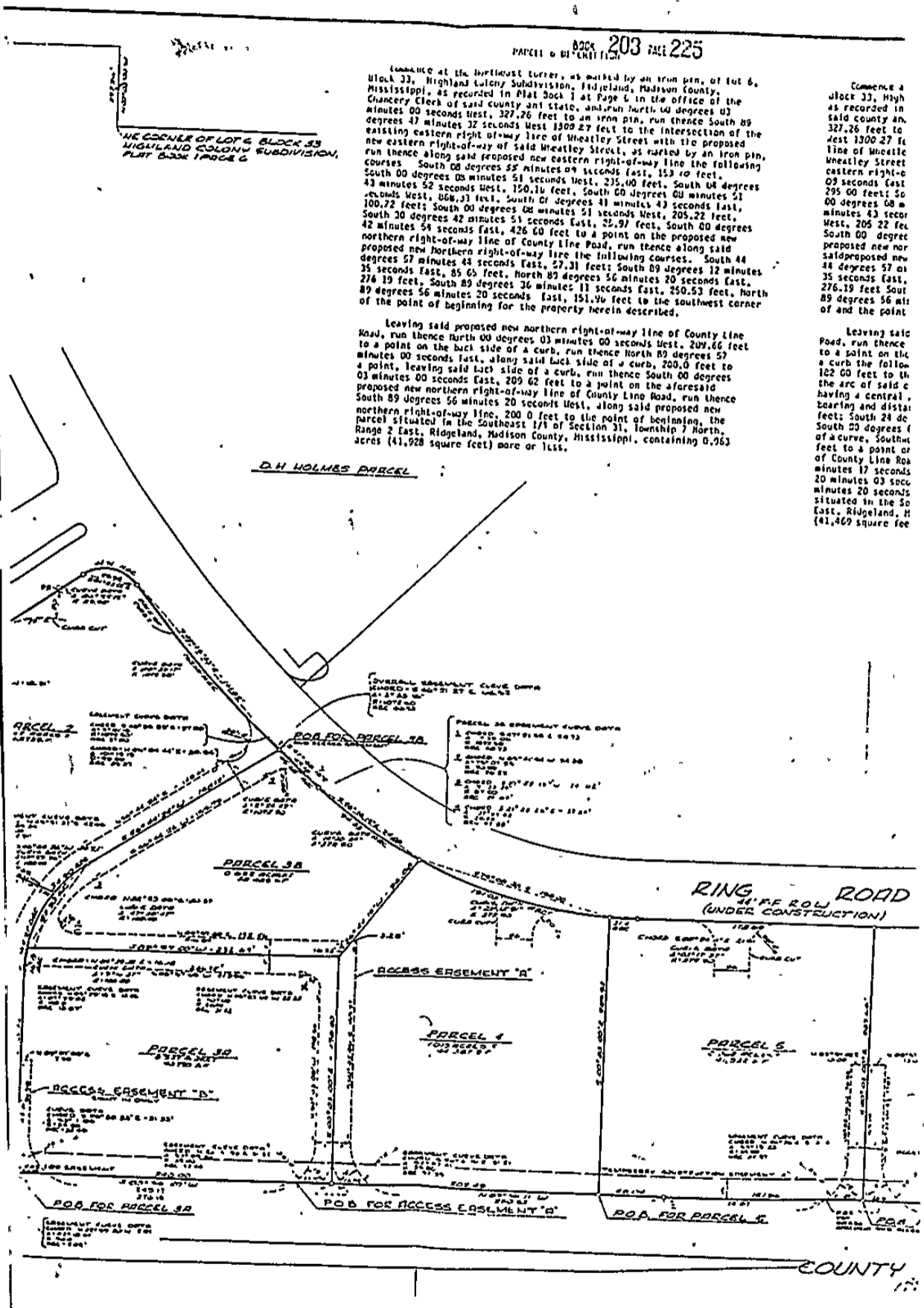
THE CORNER OF LOT 4 BLOCK 33
HIGHLAND COLONY SUBDIVISION,
PLAT BOOK 17806 C

Commence at the Northwest Corner, as marked by an iron pin, of lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Clergy Clerk of said county and state, and run North 40 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 00 degrees 55 minutes 09 seconds East, 153.40 feet; South 00 degrees 52 minutes 52 seconds West, 150.10 feet; South 04 degrees 30 seconds West, 806.31 feet; South 01 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 04 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 51 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road, run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 27.31 feet; South 89 degrees 12 minutes 25 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 274.19 feet; South 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, 151.40 feet to the southwest corner of the point of beginning for the property herein described.

Commence at Block 33, High as recorded in said county and Plat Book 17806 C West 1300.27 feet line of Wheatley Street Wheatley Street eastern right-of-way line 09 seconds East; 50 295.60 feet; 50 00 degrees 08 minutes 43 seconds West, 205.22 feet; South 00 degrees 42 minutes 54 seconds East; 426.60 feet; proposed new northern right-of-way line of County Line Road 12 minutes 25 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 274.19 feet; South 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, 151.40 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 0.263 acres (41,928 square feet) more or less.

Leaving said Road, run thence to a point on the curb the following 122.00 feet to the arc of said curve, having a central bearing and distance: South 24 degrees South 00 degrees of a curve, South 00 degrees to a point on of County Line Road 17 seconds 30 minutes 03 seconds 20 seconds East, 276.19 feet; South 89 degrees 56 minutes 20 seconds East, 151.40 feet to the southwest corner of the point of beginning for the property herein described.



D.H. HOLMES PARCEL

RING ROAD
34' FF ROW
(UNDER CONSTRUCTION)

COUNTY

PARCEL 7 DESCRIPTION

BOOK 203 PAGE 226

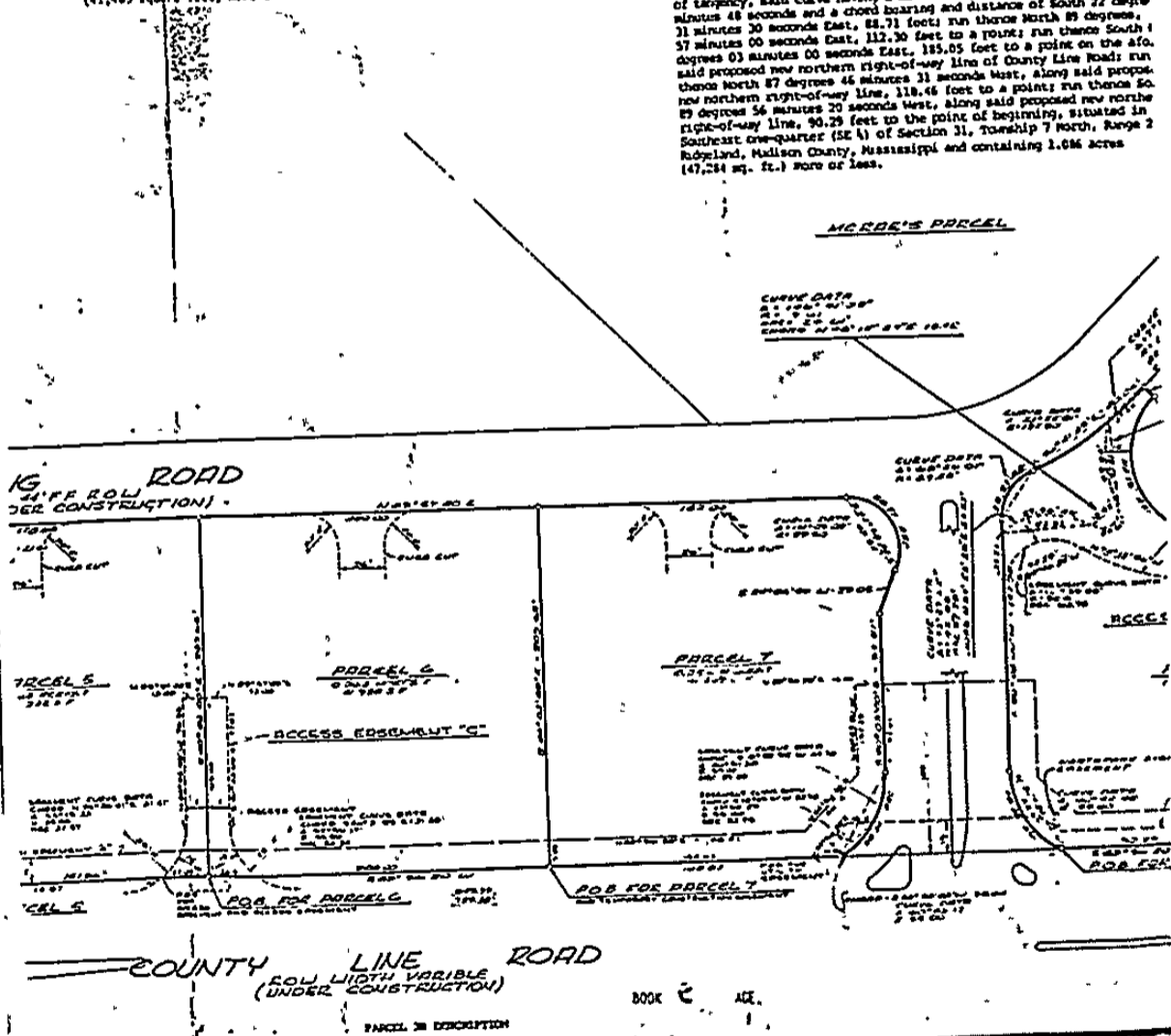
PARCEL 8 DESCRIPTION

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 line of 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, 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, 351.96 feet to the Southwest corner of and the point of beginning for the property herein described;

Leaving said proposed new northern right-of-way line of County Line Road, run thence North 00 degrees 03 minutes 00 seconds West, 209.62 feet to a point on the back side of a curb, run thence, along the back side of a curb the following courses: North 89 degrees 57 minutes 00 seconds East, 182.00 feet to the beginning of a curve, Southeasterly, clockwise along the arc of said curve, 58.77 feet to the point of tangency, said curve having a central angle of 114 degrees 09 minutes 00 seconds East, 49.52 feet and distance of South 32 degrees 58 minutes 30 seconds East, 49.52 feet, South 24 degrees 06 minutes 00 seconds West, 29.05 feet to a point, South 02 degrees 03 minutes 00 seconds East, 33.51 feet to the beginning of a curve, Southwesterly, clockwise along the arc of said curve, 58.34 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road, said curve having a central angle of 60 degrees 46 minutes 17 seconds and a chord bearing and distance of South 30 degrees 20 minutes 03 seconds West, 55.64 feet; run thence South 89 degrees 56 minutes 20 seconds West, 168.89 feet to the point of beginning, the parcel situated in the Southeast 1/4 of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.952 acres (41,460 square feet) more or less.

Commence at the Northwest Corner, as marked by an iron pin, of lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West 1300.27 feet to the intersection of the existing eastern right-of-way line of 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 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, 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, 351.96 feet to the Southwest corner of and the point of beginning for the property herein described;

Leaving said proposed new northern right-of-way line of County Line Road and from the point of beginning, run along the back side of a curb the following courses: Run northerly, clockwise along the arc of a curve, 58.78 feet to the point of tangency, said curve having a central angle of 60 degrees 46 minutes 40 seconds and a chord bearing and distance of North 30 degrees 24 minutes 22 seconds West, 55.59 feet; run thence North 30 degrees 24 minutes 22 seconds West, 147.98 feet to the beginning of a curve; run thence northerly, 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 39 seconds East, 33.18 feet; run thence northerly, 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 115 degrees 03 minutes 48 seconds and a chord bearing and distance of South 22 degrees 31 minutes 30 seconds East, 82.71 feet; run thence North 89 degrees 56 minutes 20 seconds East, 113.20 feet to a point; run thence South 1 degrees 03 minutes 00 seconds East, 185.05 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road; run thence North 87 degrees 46 minutes 44 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 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.



BOOK 2 PAGE 1

LAND DESCRIPTION

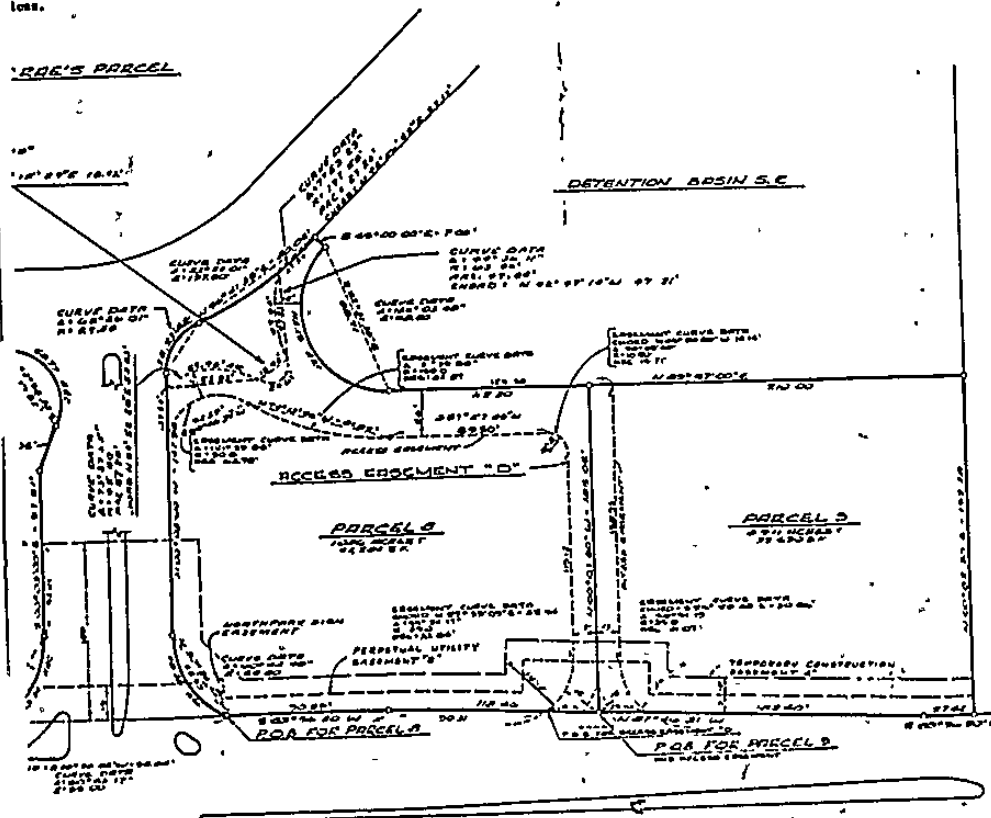
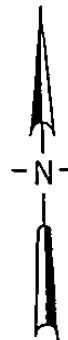
East Corner, as marked by an iron pin, of
 Colony Subdivision, Ridgeland, Madison
 County, Mississippi, as recorded in Plat Book 1 at Page 6 in the
 records of said county and state, and run North
 47 minutes 32 seconds West 1500.27 feet,
 existing eastern right-of-way of said
 lot by an iron pin; run thence along said
 right-of-way line the following courses: South
 00 degrees East, 153.10 feet; South 00 degrees
 00 minutes 00 seconds East, 275.00 feet; South 04 degrees 43 minutes
 01 seconds East, 295.00 feet; South 08 degrees 43 minutes
 01 seconds East, 295.00 feet; South 08 degrees 43 minutes
 01 seconds East, 205.22
 minutes 51 seconds East, 25.97 feet;
 54 seconds East, 426.60 feet to a point
 on right-of-way line of County Line Road;
 said new northern right-of-way line the
 44 degrees 57 minutes 44 seconds East,
 12 minutes 35 seconds East, 85.45 feet;
 20 seconds East, 276.19 feet; South 89
 44 seconds East, 250.53 feet; North 89 degrees
 44 seconds East, 449.99 feet to the Southeast corner of
 1 for the property herein described:

1 new northern right-of-way line of County
 Line Road (from the Point of Beginning, run along the back side
 courses: run northerly, clockwise along the
 to the point of tangency, said curve having
 radius 42 minutes 40 seconds West, 55.59 feet
 by radius 24 minutes 22 seconds West, 147.98 feet to
 run thence northerly, clockwise along the
 to a point on a reverse curve, said curve
 68 degrees 26 minutes 01 seconds and a chord
 17th 31 degrees 09 minutes 29 seconds East,
 theasterly, counter-clockwise along the arc
 to a point, said curve having a central angle
 of 31 seconds and a chord bearing and distance of
 25 seconds East, 50.05 feet; leaving said
 on a curve, run thence southeasterly,
 a arc of said curve 111.15 feet to the point.
 having a central angle of 113 degrees 03
 Chord bearing and distance of South 22 degrees
 1. 88.71 feet; run thence North 89 degrees
 1. 112.30 feet to a point; run thence South 00
 00 degrees East, 185.05 feet to a point on the afore-
 said right-of-way line of County Line Road; run
 6 minutes 31 seconds West, along said proposed
 line, 118.46 feet to a point; run thence South
 00 degrees West, along said proposed new northern
 feet to the point of beginning, situated in the
 1/4 of Section 31, Township 7 North, Range 2 East,
 Mississippi and containing 1.086 acres
 less.

PARCEL 9 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
 1500.27 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 08 minutes 51 seconds West, 295.00
 153.10 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet;
 feet; South 04 degrees 43 minutes 51 seconds West, 168.33 feet; South
 South 00 degrees 08 minutes 51 seconds West, 30 degrees 42 minutes
 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 41 degrees
 57 minutes 44 seconds East, 57.31 feet; South 60 degrees 12 minutes
 35 seconds East, 85.45 feet; North 89 degrees 44 minutes 20 seconds
 East, 276.19 feet; South 89 degrees 44 minutes 20 seconds East, 250.53
 feet; North 89 degrees 44 minutes 20 seconds East, 701.58 feet; South
 87 degrees 40 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 (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 Associates 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,
 197.28 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 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.



PANEL 1 DESCRIPTION

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West, 130.27 feet to the intersection of the existing eastern right-of-way line of Wheatley Street, as marked by an iron pin; follow the 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, 255.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 188.33 feet; South 06 degrees 04 minutes 43 minutes 43 seconds East, 100.72 feet; South 00 degrees 06 minutes 43 minutes 43 seconds East, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet to a point; run thence South 00 degrees 42 minutes 54 seconds East, 180.64 feet to the Northwest corner of an the Point of Beginning for the property herein described:

leaving aforesaid proposed new eastern right-of-way line and the Point of Beginning, run South 68 degrees 16 minutes 14 seconds East, 199.29 feet to a point on a curve run thence southerly, counter-clockwise along the arc of said curve, 44.21 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, 76.19 feet to a point, run thence North 89 degrees 12 minutes 35 seconds West, along said proposed new northern right-of-way line, 85.65 feet to a point, run thence North 44 degrees 57 minutes 44 seconds West, along said proposed new northern right-of-way line, 57.31 feet to the intersection of the aforesaid proposed new eastern right-of-way line of Wheatley Street; run thence North 00 degrees 42 minutes 54 seconds West, along said proposed new eastern right-of-way line, 245.94 feet to the Point of Beginning, situated in the Southeast One Quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 0.944 acres (41.137 square feet) more or less.

PANEL 2 DESCRIPTION

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West, 130.27 feet to the intersection of the existing eastern right-of-way line of 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, 255.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 188.33 feet; South 06 degrees 04 minutes 43 minutes 43 seconds East, 100.72 feet; South 00 degrees 06 minutes 43 minutes 43 seconds East, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet to a point on a back side of a curb and the Point of Beginning for the property herein described:

From the Point of Beginning run along said back side of a curb the courses: run thence Northwesterly, 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, 14.06 feet; run thence North 53 degrees 08 minutes 45 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 06 degrees 54 minutes 13 seconds and a chord bearing and distance of South 81 degrees 23 minutes 55 seconds East, 40.58 feet; run thence southeasterly, counter-clockwise along the arc of said curve, 162.00 feet to a point, said curve having a central angle of 8 degrees 39 minutes 17 seconds and a chord bearing and distance of South 42 degrees 16 minutes 33 seconds East, 161.85 feet; leaving said side of a curb run thence South 56 degrees 44 minutes 24 seconds West, 1 foot to the beginning of a curve; run thence southeasterly, counter-clockwise along the arc of said curve 34.50 feet to a point, said curve having a central angle of 19 degrees 59 minutes 56 seconds and a chord bearing and distance of South 44 degrees 44 minutes 26 seconds West, 34.71 feet; run thence North 68 degrees 16 minutes 14 seconds West, 199.29 feet to a point on 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 parcel situated Southeast One Quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 1.622 acres (44,272 square feet) more or less.

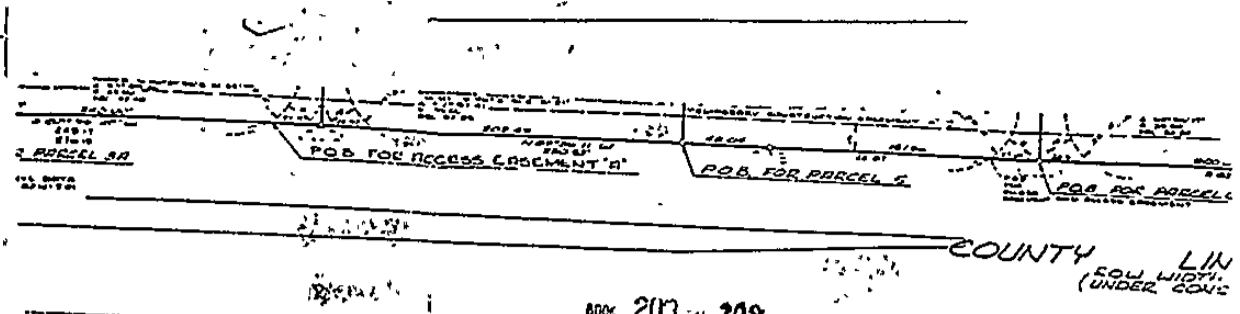
ACCESS EASEMENT "A"

Commence at the Northwest Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West, 130.27 feet to the intersection of the existing eastern right-of-way line of 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, 255.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 188.33 feet; South 06 degrees 04 minutes 43 minutes 43 seconds East, 100.72 feet; South 00 degrees 06 minutes 43 minutes 43 seconds East, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet to a point; run thence South 00 degrees 42 minutes 54 seconds East, 180.64 feet to the Northwest corner of an the Point of Beginning for the property herein described:

From the Point of Beginning leaving said proposed new northern right-of-way line, run thence southerly, counter-clockwise along the arc of a curve, 37.46 feet to the Point of Tangency, said curve having a central angle of 13 degrees 19 minutes 46 seconds and a chord bearing and distance of South 26 degrees 21 minutes 33 seconds East, 31.22 feet; run thence North 00 degrees 03 minutes 00 seconds West, 120.27 feet to the Point of Beginning of a curve; run thence southerly, counter-clockwise along the arc of said curve, 21.42 feet to the Point of Tangency; said curve having a central angle of 54 degrees 00 minutes 00 seconds and a chord bearing and distance of North 41 degrees 03 minutes 00 seconds East, 21.22 feet; run thence South 89 degrees 56 minutes 20 seconds West, 130.27 feet to a point on a curve; said curve having a central angle of 15 degrees 12 minutes 27 seconds and a chord bearing and distance of North 29 degrees 08 minutes 51 seconds East, 148.44 feet to a point on a back side of a curb; said curve having a central angle of 181 degrees 19 minutes 19 seconds and a chord bearing and distance of North 06 degrees 44 minutes 44 seconds East, 36.16 feet; run thence southeasterly, counter-clockwise along the arc of a curve on said back side of a curb, 44.51 feet to a point, said curve having a central angle of 03 degrees 33 minutes 11 seconds and a chord bearing and distance of North 85 degrees 41 minutes 54 seconds West, 24.30 feet; run thence southeasterly, counter-clockwise along the arc of a curve, 74.71 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, 24.30 feet; run thence South 56 degrees 44 minutes 24 seconds West, 153.79 feet to the beginning of a curve; run thence southeasterly, counter-clockwise along the arc of said curve, 14.82 feet to the beginning of a reverse curve, said curve having a central angle of 27 degrees 07 minutes 09 seconds and a chord bearing and distance of South 21 degrees 28 minutes 11 seconds East, 135.23 feet to the beginning of a curve; run thence southeasterly, counter-clockwise along the arc of said curve, 17.88 feet to the Point of Tangency, said curve having a central angle of 127 degrees 07 minutes 09 seconds and a chord bearing and distance of South 21 degrees 28 minutes 11 seconds East, 135.23 feet to the beginning of a curve; run thence southeasterly, counter-clockwise along the arc of said curve, 22.25 feet to the beginning of a curve; run thence southeasterly, counter-clockwise along the arc of said curve, 31.21 feet to a point; run thence North 11 degrees 36 minutes 11 seconds West, along said proposed new northern right-of-way line, 36.31 feet to a point on 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.

Commence at the West Substation, 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, 130.27 feet to the intersection of the existing eastern right-of-way line of 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, 255.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 188.33 feet; South 06 degrees 04 minutes 43 minutes 43 seconds East, 100.72 feet; South 00 degrees 06 minutes 43 minutes 43 seconds East, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 25.97 feet to a point on a back side of a curb and the Point of Beginning for the property herein described:

From the Point of Beginning run along said back side of a curb the courses: run thence Northwesterly, 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, 14.06 feet; run thence North 53 degrees 08 minutes 45 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 06 degrees 54 minutes 13 seconds and a chord bearing and distance of South 81 degrees 23 minutes 55 seconds East, 40.58 feet; run thence southeasterly, counter-clockwise along the arc of said curve, 162.00 feet to a point, said curve having a central angle of 8 degrees 39 minutes 17 seconds and a chord bearing and distance of South 42 degrees 16 minutes 33 seconds East, 161.85 feet; leaving said side of a curb run thence South 56 degrees 44 minutes 24 seconds West, 1 foot to the beginning of a curve; run thence southeasterly, counter-clockwise along the arc of said curve 34.50 feet to a point, said curve having a central angle of 19 degrees 59 minutes 56 seconds and a chord bearing and distance of South 44 degrees 44 minutes 26 seconds West, 34.71 feet; run thence North 68 degrees 16 minutes 14 seconds West, 199.29 feet to a point on 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 parcel situated Southeast One Quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 1.622 acres (44,272 square feet) more or less.



BOOK 203 PAGE 209

1. 2 DESCRIPTION

ner, as marked by an iron pin, of subdivision, Ridgeland, Madison County, Book 1 at Page 6 in the office of the State, and run North 00 degrees 03' 00" to an iron pin, run thence South 80 degrees 27' 00" to the intersection of line of said Wheatley Street, with the proposed new eastern right-of-way line of said Wheatley Street, as marked by proposed new eastern right-of-way line 55 minutes 01 seconds East, 295.00 feet; South 06 degrees 41 minutes 00 seconds East, 150.16 feet; South 00 degrees 00 degrees 08 minutes 41 minutes 00 seconds East, 25.97 feet; East, 155.56 feet to a point on the beginning for the property herein

along said back side of a curb the following clockwise along the arc of a curve, said curve having a central angle of 16.06 degrees; run thence North 16.06 degrees East, 231.81 feet to the beginning of a curve along the arc of said curve, 44.74 feet; beginning of a reverse curve, said curve 54 minutes 15 seconds and a 81 degrees 23 minutes 55 seconds curve, counterclockwise along the arc of said curve having a central angle of 16.06 degrees; run thence North 16.06 degrees East, 161.85 feet; leaving said back side of a curb, run thence South 80 degrees 27' 00" to the intersection of line of said Wheatley Street, with the proposed new eastern right-of-way line of said Wheatley Street, as marked by proposed new eastern right-of-way line 55 minutes 01 seconds East, 295.00 feet; South 06 degrees 41 minutes 00 seconds East, 150.16 feet; South 00 degrees 00 degrees 08 minutes 41 minutes 00 seconds East, 25.97 feet; East, 155.56 feet to a point on the beginning for the property herein

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' 00" to an iron pin, run thence South 80 degrees 27' 00" to the intersection of line of said Wheatley Street, with the proposed new eastern right-of-way line of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 07 seconds East, 155.10 feet; South 00 degrees 08 minutes 51 seconds East, 295.00 feet; South 04 minutes 51 seconds East, 150.16 feet; South 00 degrees 08 minutes 51 seconds East, 295.00 feet; South 06 degrees 41 minutes 00 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 48 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.45 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 from the Point of Beginning, run North 00 degrees 03' 00" North, 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 East, 16.18 feet; run thence North 04 degrees 57 minutes 33 seconds East, 238.69 feet to a point; run thence South 03 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 East, 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 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' 00" to the intersection of line of said Wheatley Street, with the proposed new eastern right-of-way line of said Wheatley Street, as marked by 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 07 seconds East, 155.10 feet; South 00 degrees 08 minutes 51 seconds East, 295.00 feet; South 04 minutes 51 seconds East, 150.16 feet; South 00 degrees 08 minutes 51 seconds East, 295.00 feet; South 06 degrees 41 minutes 00 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 48 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.45 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 from the Point of Beginning, run North 00 degrees 03' 00" North, 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 East, 16.18 feet; run thence North 04 degrees 57 minutes 33 seconds East, 238.69 feet to a point; run thence South 03 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 East, along said proposed new northern right-of-way line, 240.00 feet to the Point of Beginning, situated in the Southeast one-quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi and containing 0.937 acres (40,799 sq. ft.) more or less.

ACCESS EASEMENT "B"

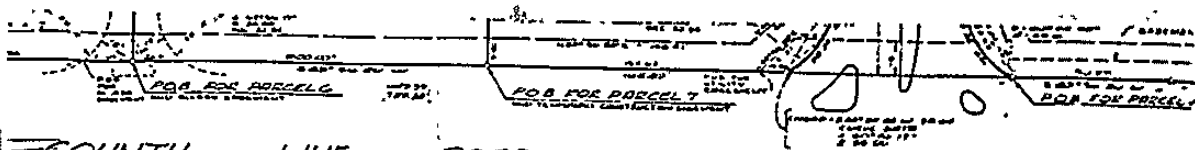
Commence at the Northeast Corner, as marked by an iron pin, of lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03' 00" to the intersection of line of said Wheatley Street, with the proposed new eastern right-of-way line of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 07 seconds East, 155.10 feet; South 00 degrees 08 minutes 51 seconds East, 295.00 feet; South 04 minutes 51 seconds East, 150.16 feet; South 00 degrees 08 minutes 51 seconds East, 295.00 feet; South 06 degrees 41 minutes 00 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 48 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.45 feet; North 89 degrees 56 minutes 20 seconds East, 36.19 feet to the southwest corner of and the Point of Beginning for the property herein described;

leaving said proposed new northern right-of-way line and from the Point of Beginning run north-curve, clockwise along the arc of a curve, 29.75 feet to the point of tangency, said curve having a central angle of 36 degrees 05 minutes 21 seconds and a chord bearing and distance of North 17 degrees 05 minutes 40 seconds West, 27.31 feet; run thence North 00 degrees 03' 00" to a point, run thence South 00 degrees 03' 00" to the beginning 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 North 20 degrees 26 minutes 33 seconds East, 31.33 feet, run thence South 89 degrees 56 minutes 20 seconds East, 36.19 feet to the Point of Beginning.

ACCESS EASEMENT "C"

Commence at the Northeast Corner, as marked by an iron pin, of lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03' 00" to the intersection of line of said Wheatley Street, with the proposed new eastern right-of-way line of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 07 seconds East, 155.10 feet; South 00 degrees 08 minutes 51 seconds East, 295.00 feet; South 04 minutes 51 seconds East, 150.16 feet; South 00 degrees 08 minutes 51 seconds East, 295.00 feet; South 06 degrees 41 minutes 00 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds East, 25.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 48 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.45 feet; North 89 degrees 56 minutes 20 seconds East, 36.19 feet to the southwest corner of and the Point of Beginning for the easement herein described;

leaving said proposed new northern right-of-way line of County Line Road from the Point of Beginning, run thence north-curve, clockwise along the arc of a curve, 29.75 feet to the point of tangency, said curve having a central angle of 36 degrees 05 minutes 21 seconds and a chord bearing and distance of North 17 degrees 05 minutes 40 seconds West, 27.31 feet; run thence North 00 degrees 03' 00" to a point, run thence South 00 degrees 03' 00" to the beginning 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 North 20 degrees 26 minutes 33 seconds East, 31.33 feet, run thence South 89 degrees 56 minutes 20 seconds East, 36.19 feet to the Point of Beginning.



BOOK 203 PAGE 230

COUNTY LINE ROAD
(SOUTH WITH VARIABLE UNDER CONSTRUCTION)

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 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 43 minutes 52 seconds West, 150.16 feet; South 04 degrees 51 minutes 51 seconds West, 205.22 feet; South 06 degrees 08 minutes 51 seconds East, 100.72 feet; South 06 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 1 degree 23 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 94.31 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 51 minutes 00 seconds West, 238.69 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, 82.57 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

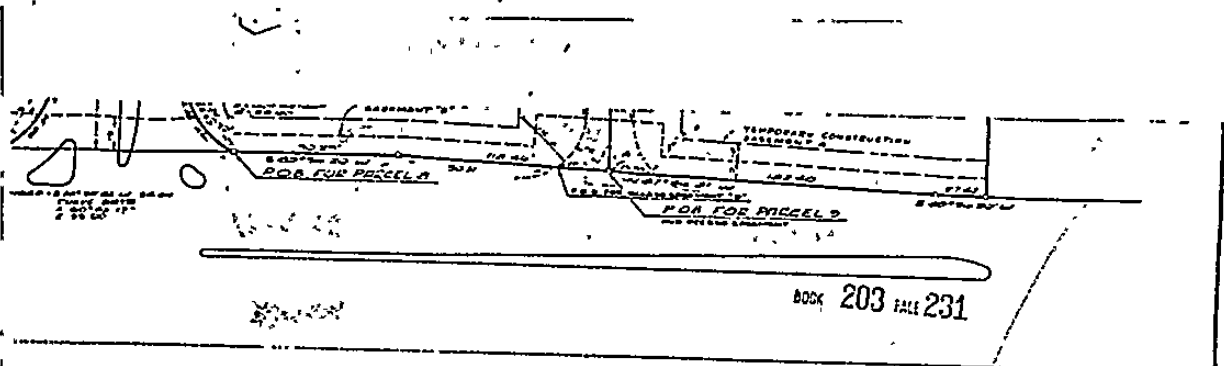
The Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; 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 43 minutes 52 seconds West, 150.16 feet; South 04 degrees 51 minutes 51 seconds West, 205.22 feet; South 06 degrees 08 minutes 51 seconds East, 100.72 feet; South 06 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 1 degree 23 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 a 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 94.31 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 51 minutes 00 seconds West, 238.69 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, 82.57 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 09 seconds East, 153.10 feet; South 00 degrees 43 minutes 52 seconds West, 150.16 feet; South 04 degrees 51 minutes 51 seconds West, 205.22 feet; South 06 degrees 08 minutes 51 seconds East, 100.72 feet; South 06 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 1 degree 23 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, 370.00 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; run thence easterly, counterclockwise along the arc of a curve on said back side of a curb, 151.03 feet to a point, said curve having a central angle of 23 degrees 13 minutes 53 seconds and a chord bearing and distance of South 75 degrees 08 minutes 28 seconds East, 150.00 feet; leaving said side of a curb, run thence South 00 degrees 03 minutes 00 seconds East, 7 feet to a point on the aforesaid proposed new northern right-of-way line of County Line Road; run thence North 85 degrees 36 minutes 11 seconds West, 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, Ridgeland, Madison County, Mississippi, containing 1.019 acres (44,387 square feet) more or less.



BOOK 203 PAGE 231

PARCEL 4 DESCRIPTION

Commence at the Northeast Corner, as marked by an iron pin, of Lot 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Clerk of said county and state, and run North 00 degrees 03 minutes 20 seconds West, 327.26 feet to an iron pin, run thence South 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 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 00 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 51 minutes 51 seconds West, 295.00 feet; South 04 degrees 52 seconds West, 150.16 feet; South 00 degrees 00 minutes 11 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 271.30 feet; South 00 degrees 54 seconds East, 25.97 feet; degrees 42 minutes 54 seconds East, 426.60 feet to a point on said new northern right-of-way line of County Line Road; run along said proposed new northern right-of-way line the following courses: South 44 degrees 37 minutes 44 seconds East, 57.31 feet; South 12 minutes 35 seconds East, 85.65 feet; North 09 degrees 56 minutes 12 seconds East, 276.19 feet to the Southwest corner of and the beginning for the property herein described;

Point of Beginning, run North 00 degrees 03 minutes 00 seconds East, 96.08 feet to a point on the back side of a curb; run thence, counterclockwise along the arc of a curve on said back curb, 151.03 feet to a point, said curve having a central angle of 13 minutes 51 seconds and a chord bearing and distance of degrees 08 minutes 28 seconds East, 150.00 feet. Leaving said point on the aforesaid proposed new northern right-of-way line of County Line Road; run thence North 89 degrees 36 minutes 11 seconds West, to the point of beginning, situated in the Southeast one-quarter Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, containing 1.019 acres (44,387 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 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 proposed new eastern right-of-way line the following courses: South 00 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 51 minutes 51 seconds West, 295.00 feet; South 04 degrees 52 seconds West, 150.16 feet; South 00 degrees 00 minutes 11 seconds West, 868.33 feet; South 06 degrees 41 minutes 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 271.30 feet; South 00 degrees 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 37 minutes 44 seconds East, 57.31 feet; South 12 minutes 35 seconds East, 85.65 feet; North 09 degrees 56 minutes 12 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, 178.40 feet to a point; leaving said back side of a curb run thence South 89 degrees 03 minutes 03 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.

- REV. 11-1-84 ACCESS EASEMENT "B" & SIGN EASEMENT
- REV. 7-30-84 ACCESS EASEMENT "A"
- REV. 7-23-84 BOUNDARY PARCELS 3A AND 3B
- REV. 7-13-84 DE TO POB, PARCEL 2
- REV. 6-01-84 ADD NORTH PARCEL SIGN EASEMENT
- REV. 5-25-83 CHANGED UTILITY EASEMENT "A"
- REV. 4-2-84 ADD PARCELS 3A, 3B, 3C, AND EASEMENT "D"
- REV. 3-29-84 ADD EASEMENTS "B" AND "C"
- REV. 2-23-84 ADD PARCEL 3
- REV. 2-2-84 ADD PARCEL 4

**NORTH PARK
SHOPPING CENTER
SELL-OFF PARCELS
PARCELS 1 THRU 5**

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

JOE A. WAGGONER
Civil Engineer - Brandon Jackson, Miss

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

EXHIBIT C to WARRANTY DEED

LEGAL DESCRIPTION OF THE ENTIRE SITE

A parcel situated in Lots 3 through 8, Block 33, and Lots 2 through 7, Block 35, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 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 36 minutes 11 seconds West, 250.53 feet; run thence South 89 degrees 56 minutes 20 seconds West, 276.19 feet; run thence North 89 degrees 12 minutes 35 seconds West, 85.65 feet; run thence North 44 degrees 57 minutes 44 seconds West, 57.31 feet; run thence North 00 degrees 42 minutes 54 seconds West, 426.60 feet; run thence North 30 degrees 42 minutes 54 seconds West, 25.97 feet; run thence North 00 degrees 08 minutes, 51 seconds East, 205.22 feet; run thence North 06 degrees 41 minutes 43 seconds 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 55 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 to WARRANTY DEED

COVENANTS AND RESTRICTIONS

1. Right of First Refusal.

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

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

2. Prohibited Uses.

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

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

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

(iii) any activity causing (1) any obnoxious odor, (2)

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

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

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

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

3. Parking.

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

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

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

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

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

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

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

4. Building Aesthetics.

No building constructed on the Premises shall exceed thirty-three feet (33') in height. All exterior building materials to be utilized in the construction of any building

(i)

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 as the "Roads"). Grantee shall pay to Grantor \$1,000.00 per year ("Road Maintenance Charge") in respect of any costs that may be incurred by Grantor in maintaining the Roads, commencing with the date upon which Grantee opens the building to be located on the Premises for business to the public ("Opening"), and thereafter, in advance, on the first day of each and every calendar year. If the Opening does not occur on the first day of a calendar year, the Road Maintenance Charge for such year shall be pro-rated on a per diem basis calculated upon the number of days remaining in the calendar year from the date of the Opening. The Road Maintenance Charge payable by Grantee to Grantor shall be subject to annual increase by a percentage equal to the percentage of increase from the Base Date (as hereinafter defined) of the Consumer Price Index ("Index", for All Urban Consumers ("CPI-AUC"), southern region, all items (1967=100), issued and published by the Bureau of Labor Statistics of the United States Department of Labor, which annual increase shall be effective on the January 1st next following the Base Date. In any event, however, and notwithstanding any decrease in such Index, the Road Maintenance Charge payable by Grantee to

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

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

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

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

SCHEDULE 1 TO EXHIBIT D

PLANNING REQUIREMENTS

A. The Review Process.

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

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

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

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

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

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

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

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

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

If, after approval of the Final Plans, as herein provided, Site-developer desires to materially modify or change the Final Plans as they relate to the Project, Site-developer shall submit two complete copies of such proposed changes ("Proposed Changes") and one complete set of sepia 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" =

CF/WarrantyDeed/00
HN:jfg -- 02/13/85

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Real Estate

BOOK 203 FACE 240

1'0" scale, showing all typical floor plans and elevations of the Project, noting all materials.

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

5. Final samples of actual building materials.

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

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

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

EXHIBIT E to WARRANTY DEED

LEGAL DESCRIPTION OF THE ACCESS EASEMENT

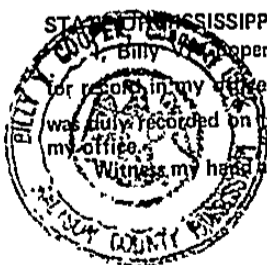
BOOK 203 PAGE 241

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 05 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, 739.38 feet; South 87 degrees 46 minutes 31 seconds East, 90.31 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 northerly, counterclockwise along the arc of a curve, 33.84 feet to the point of tangency, said curve having a central angle of 55 degrees 24 minutes 17 seconds and a chord bearing and distance of North 27 degrees 39 minutes 09 seconds East, 32.54 feet; run thence North 00 degrees 03 minutes 00 seconds West, 119.12 feet to the beginning of a curve; run thence westerly, counterclockwise along the arc of said curve, 15.71 feet to the point of tangency, said curve having a central angle of 90 degrees 00 minutes 00 seconds and a chord bearing and distance of North 45 degrees 03 minutes 00 seconds West, 14.14 feet; run thence South 89 degrees 57 minutes 00 seconds West, 89.30 feet to the beginning of a curve; run thence westerly, clockwise along the arc of said curve, 82.87 feet to a point on a reverse curve, said curve having a central angle of 31 degrees 39 minutes 08 seconds and a chord bearing and distance of North 74 degrees 13 minutes 26 seconds West, 81.82 feet; run thence Westerly, counterclockwise along the arc of said curve 63.70 feet to a point on the back side of a curb, said curve having a central angle of 121 degrees 39 minutes 08 seconds and a chord bearing and distance of South 60 degrees 46 minutes 34 seconds West, 52.39 feet; run thence North 00 degrees 03 minutes 00 seconds West, 33.54 feet to the beginning of a curve; run easterly, clockwise along the arc of said curve 57.70 feet to a point on a reverse curve, said curve having a central angle of 73 degrees 27 minutes 55 seconds and a chord bearing and distance of North 84 degrees 52 minutes 20 seconds East, 53.83 feet; run northeasterly, counterclockwise along the arc of said curve, 24.61 feet, said curve having a central angle of 146 degrees 41 minutes 38 seconds and a chord bearing and distance of North 48 degrees 15 minutes 29 seconds East, 18.42 feet; run thence clockwise along the arc of a

curve 49.04 feet, said curve having a central angle of 44 degrees 36 minutes 11 seconds and a chord bearing and distance of North 02 degrees 47 minutes 14 seconds West, 47.81 feet; run thence counterclockwise along the arc of a curve 27.20 feet, said curve having a central angle of 07 degrees 53 minutes 23 seconds and a chord bearing and distance of North 48 degrees 56 minutes 42 seconds East, 27.17 feet; 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; run thence South 00 degrees 03 minutes 00 seconds East, 185.05 feet to a point on the aforesaid 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, 28.15 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.

Exhibit E Page 2



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 21 day of February, 1985, at 2:00 o'clock P.M., and was duly recorded on the FEB 25 1985 day of FEB 25 1985, 19....., Book No 203 on Page 216. In Witness my hand and seal of office, this the FEB 25 1985, 19.....

BILLY V. COOPER, Clerk

By J. 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 considerations, the receipt and sufficiency of which is hereby acknowledged, We, the undersigned Grantors, E. KELLY CURRIE, JR., and KAY H. CURRIE, joint tenants, do hereby sell, quit-claim, and convey unto ourselves, E. KELLY CURRIE, JR., and KAY H. CURRIE, as tenants in common, the following described land and property in Madison County, Mississippi, to-wit:

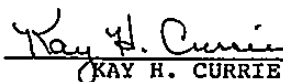
Four (4) acres surrounding residence known as the "Strawberry Patch" and located on Old Canton Road, said four acres being located in the following described property: Being situated in the SW 1/4 of Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows: Commence at the NE corner of Traceland North, Part II, as recorded in Plat Book 5, at Page 47, of the Chancery records of Madison County, Mississippi, and run thence East 54.8 feet; run thence North 381.6 feet to an iron bar on the East R.O.W. line of Old Canton Road and the point of beginning for the property herein described; run thence North 0 degrees 25 minutes West along the East R.O.W. line of Old Canton Road 208.75 feet to an iron bar; run thence North 1 degree 27 minutes East along the East R.O.W. line of Old Canton Road 208.75 feet to an iron bar; run thence South 89 degrees 29 minutes East 415.69 feet to an iron bar; run thence South 0 degrees 31 minutes West 417.44 feet to an iron bar; run thence North 89 degrees 29 minutes West 415.69 feet to the point of beginning, containing 4.00 acres, more or less.

The purpose of this conveyance ~~is to~~ vest an undivided 1/2 interest in each of the parties of the above described property and to change the ownership interest from Joint Tenants to Tenants in Common.

WITNESS OUR SIGNATURES, this, the 20 day of February, 1985.



E. KELLY CURRIE, JR.



KAY H. CURRIE

STATE OF MISSISSIPPI:

COUNTY OF HINDS

PERSONALLY CAME and appeared before me, the undersigned authority in and for the above jurisdiction, E. KELLY CURRIE, JR., who acknowledged that he signed and delivered the above and foregoing Quitclaim Deed on the day, month and year therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 26th day of February, 1985.

Jimmie Throckmorton
NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 15, 1987

STATE OF MISSISSIPPI:

COUNTY OF Madison

PERSONALLY CAME and appeared before me, the undersigned authority in and for the above jurisdiction, KAY H. CURRIE, who acknowledged that she signed and delivered the above and foregoing Quitclaim Deed on the day, month and year therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this, 20 day of February, 1985.

NOTARY PUBLIC
STATE OF MISSISSIPPI
JAMES H. WELLS
NOTARY PUBLIC

Selma Oakley
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 1, 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 21 day of February, 1985, at 2:30 o'clock P. M., and was duly recorded on the 21 day of FEB. 21, 1985, 19....., Book No. 203 on Page 343.
Witness my hand and seal of office, this the FEB 27 1985 day of February, 19.....

NOTARY PUBLIC
STATE OF MISSISSIPPI
BILLY V. COOPER
CLERK OF THE CHANCERY COURT
MADISON COUNTY

BILLY V. COOPER, Clerk

By D. Wright, D.C.

INDEXED
1302

DEED

For and in consideration of love and affection, I, Stella Galloway Stevens, do hereby convey and warrant to Mrs. Jo Anne Stevens Connell Stevens an undivided 16 2/3% interest in and to the following real estate, to wit:

SW 1/4 less 3 acres in S.E. Corner of Section 12, Township 8 North, Range 3 E., Madison County, Mississippi being 143 acres more or less.

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

Taxes for the year 1985 are to be prorated by Grantee from the date hereof.

Done this the 8th day of February, 1985.

Stella Galloway Stevens
STELLA GALLOWAY STEVENS

Address of Grantee:

1241 Bayshore Drive
Valpariso, FL 32580

Address of Grantor:

4570 Kings Highway
Jackson, MS 39206

STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Stella Galloway Stevens, who acknowledged to me that she signed and delivered the above and foregoing Deed on the date therein stated for the purposes therein expressed.

GIVEN under my hand and official seal, this the 8th

day of Feb, 1985.

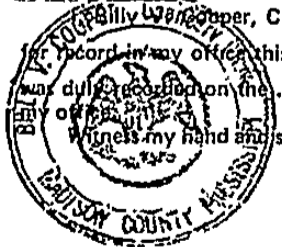
Robin G. Holt
NOTARY PUBLIC

My Commission Expires:

My Commission Expires November 26, 1983

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 21 day of Feb, 1985, at 3:15 o'clock P M., and was duly recorded on the FEB 27 1985 day of FEB 27 1985, 1985, Book No. 203 on Page 245 in FEB 27 1985 witness my hand and seal of office, this the 27 day of Feb, 1985.



BILLY V. COOPER, Clerk

By M. Wright D.C.

INDEXED!
1303

DEED

For and in consideration of love and affection, I, Stella Galloway Stevens, do hereby convey and warrant to Joseph R. Stevens, Jr. an undivided 16 2/3% interest in and to the following real estate, to wit:

SW 1/4 less 3 acres in S.E. Corner of Section 12, Township 8 North, Range 3 E., Madison County, Mississippi being 143 acres more or less.

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

Taxes for the year 1985 are to be prorated by Grantee from the date hereof.

Done this the 5th day of February, 1985.

Stella Galloway Stevens
STELLA GALLOWAY STEVENS

Address of Grantee:

1730 St. Mary
Jackson, MS 39202

Address of Grantor:

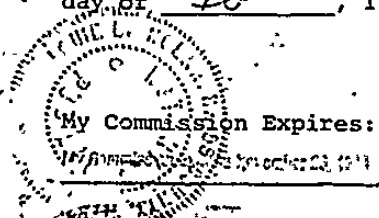
4570 Kings Highway
Jackson, MS 39206

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Stella Galloway Stevens, who acknowledged to me that she signed and delivered the above and foregoing Deed on the date therein stated for the purposes therein expressed.

GIVEN under my hand and official seal, this the 5th day of Feb, 1985.

David O. [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 7th day of FEB 1985, 1985, at 3:15 o'clock P. M., and was duly recorded on the 202 day of FEB 27 1985, 1985, Book No. 202 on Page 246 in my office.

Witness my hand and seal of office, this the FEB 27 1985 of 1985, 1985.

BILLY V. COOPER, Clerk

By D. Wright, D.C.

INDEXED
1304

BOOK 203 PAGE 247

DEED

For and in consideration of love and affection, I, Stella Galloway Stevens, do hereby convey and warrant to Michael G. Stevens an undivided 16 2/3% interest in and to the following real estate, to wit:

SW 1/4 less 3 acres in S.E. Corner of Section 12, Township 8 North, Range 3 E., Madison County, Mississippi being 143 acres more or less.

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

Taxes for the year 1985 are to be prorated by Grantee from the date hereof.

Done this the 8th day of Feb, 1985.

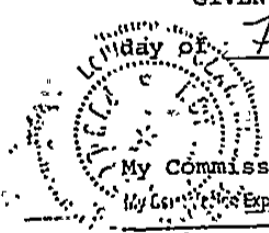
Stella Galloway Stevens
STELLA GALLOWAY STEVENS

Address of Grantee:
2701 Catherine Street
Dallas, Texas 75211
Address of Grantor:
4570 Kings Highway
Jackson, MS 39206

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Stella Galloway Stevens, who acknowledged to me that she signed and delivered the above and foregoing Deed on the date therein stated for the purposes therein expressed.

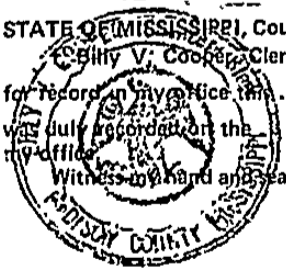
GIVEN under my hand and official seal, this the 8th day of Feb, 1985.



Ronnie C. Wolf
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 21 day of Feb, 1985, at 3:15 o'clock P.M. and was duly recorded on the 21 day of FEB 21, 1985, Book No 203 on Page 247 in my office on FEB 21 1985.



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

BOOK 203 PAGE 248

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

INDEXED No 7244

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

1308

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

H.M.N. Developments

the sum of Forty-seven dollars and 57/100 DOLLARS (\$ 47.57) being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with columns: DESCRIPTION OF LAND, SEC., TWP, RANGE, ACRES. Row 1: Lot 23 Town Hill Sub-Vac BK 48 7-396 Lease 1-1-68, 22, 7N, 2E.

Which said land assessed to K.W. McMurtry et al and sold on the 19 day of Sept 1983 to George Meinit 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 21 day of Feb 1985 Billy V. Cooper, Chancery Clerk.

(SEAL)

By J. Rasberry D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 26.28
(2) Interest \$ 2.10
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 55
(4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll. \$ 1.25
(5) Printer's Fee for Advertising each separate subdivision \$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 \$ 35.91
(9) 5% Damages on TAXES ONLY. (See Item 1) \$ 1.31
(10) 1% Damages per month or fraction on 1982 taxes and costs (Item 8 --Taxes and costs only 18 Months \$ 6.46
(11) Fee for recording redemption 25cents each subdivision \$ 1.25
(12) Fee for indexing redemption 15cents for each separate subdivision \$.15
(13) Fee for executing release on redemption \$ 1.00
(14) Fee for Publication (Sec 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
(15) Fee for issuing Notice to Owner, each \$2.00 \$
(16) Fee Notice to Lienors @ \$2.50 each \$
(17) Fee for mailing Notice to Owner \$1.00 \$
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
TOTAL \$ 45.08
(19) 1% on Total for Clerk to Redeem \$.45
(20) GRAND TOTAL TO REDEEM from sale covering 19 taxes and to pay accrued taxes as shown above \$ 45.53

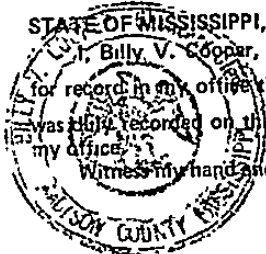
Excess bid at tax sale \$

J. Meinit 43.68
Clerk fee 1.85
Rec fee 2.00
47.53

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 21 day of Feb 1985, at 4:00 o'clock P.M., and was duly recorded on the day of Feb 27 1985, 1985, Book No. 203 on Page 248 in my office. Witness my hand and seal of office, this the 27 day of Feb 1985, 1985.



BILLY V. COOPER, Clerk

By J. Meinit D.C.

INDEXED

BOOK 203 PAGE 249

ASSUMPTION WARRANTY DEED

1309

C

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid me and the assumption by the Grantees of the payment of the unpaid balance, both principal and interest, of that certain indebtedness to O. B. Taylor, Jr., as Trustee, to secure Kimbrough Investment Company in the original principal sum of \$10,150.00, which is described in and secured by a deed of trust dated February 14, 1969, and recorded in Book 366 at Page 629 and assigned to Federal National Mortgage Association by instrument dated September 15, 1984, and recorded in Book 549 at page 420 in the office of the Chancery Clerk of Madison County, Mississippi, upon and covering the hereinafter described real property, such payment to be made in accordance with the terms, conditions and obligations of such deed of trust, the receipt and sufficiency of which is hereby acknowledged, we, MCKINLEY LUCKETT and BESSIE LUCKETT, Grantors, do hereby convey and forever warrant unto GEORGE EDWARD IRVIN and WILLIE JEAN IRVIN, Grantees, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property lying and being situated partially in the City of Canton, Madison County, Mississippi, to wit:

A lot or parcel of land fronting 52.5 feet on the east side of Owens Street and being all of Lot 9 and 2.5 feet evenly off the north end of Lot 8, Block "A", Washington Subdivision, Canton, Madison County, Mississippi.

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

1. City of Canton and County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantors: _____; Grantees: _____.
2. City of Canton, Mississippi, Zoning Ordinance of 1958, as amended.
3. Reservations, conveyances and/or leases of record in, regard to the oil, gas and other minerals lying in, on and under

the subject property.

WITNESS OUR SIGNATURES on this the 5 day of FEBRUARY, 1985.

McKinley Lockett
McKINLEY LUCKETT

Bessie Lockett
BESSIE LUCKETT

INDIANA
STATE OF MISSISSIPPI
COUNTY OF MADISON LAKE

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named McKINLEY LUCKETT and BESSIE LUCKETT, who stated and acknowledged to me that they did sign and deliver the above and foregoing Warranty Deed on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 5TH day of FEBRUARY, 1985.

Delia Coulter
NOTARY PUBLIC

MY COMMISSION EXPIRES:

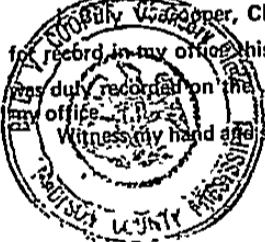
January 5, 1986

Grantor:
3513 Guthrie Street
Apt. 203
East Chicago, IN. 46312
897:4852/4935

Grantee:
558 Woodson Court
Jackson, Ms. 39206

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 5th day of Feb., 1985, at 4:50 o'clock P. M., and was duly recorded on the 5th day of FEB 27, 1985, Book No. 203 on Page 249 in my office. Witness my hand and seal of office, this the 27th day of FEB, 1985.



BILLY V. COOPER, Clerk

By [Signature], D.C.

QUITCLAIM DEED

FOR AND IN CONSIDERATION of Twenty Five Hundred Dollars (\$2,500.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, EDWARD LEON COLE and VICKIE W. COLE, as joint tenants, with full right of survivorship, and not as tenants in common, do hereby sell, convey and quitclaim unto DIANE DIAMOND, the following described real property, lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 50 feet on the East side of Singleton Street and being all of Lot 100, HILLCREST SUBDIVISION, Canton, Madison County, Mississippi.

This conveyance is subject to the following exceptions and limiting conditions:

1. 1985 ad valorem taxes for the City of Canton, Madison County, Mississippi, not yet due and payable, but which which constitute a lien.

2. City of Canton, Madison County, Mississippi Zoning Ordinance and Subdivision Regulations, as amended.

3. The oil, gas and mineral exception and/or reservation by the Grantor in the deed executed by Clovis G. Lutz dated July 21, 1955, recorded in Land Record Book 62 at page 419, thereof in the Chancery Clerk's office for said County.

4. Survey dated May 11, 1978, prepared by Tyner and Associates, Canton, Mississippi.

5. The above property constitutes no part of the homestead of the Grantors.

WITNESS OUR SIGNATURES on this, the 21 day of

February, 1985.

Edward Leon Cole
EDWARD LEON COLE, GRANTOR
418 Singleton Street
Canton, Mississippi 39046

BOOK 203 PAGE 252

Vickie W. Cole

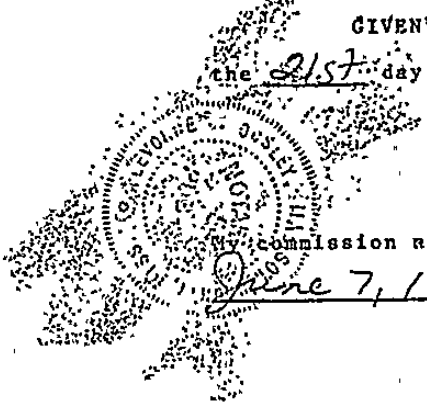
VICKIE W. COLE, GRANTOR
418 Singleton Street
Canton, Mississippi 39046

DIANE DIAMOND, GRANTEE
636 Ruffin St., Apt. E
Canton, Mississippi 39046

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named EDWARD LEON COLE and VICKIE W. COLE, who acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purpose as set forth

GIVEN UNDER MY HAND AND official seal on this, the 21st day of February, 1985.



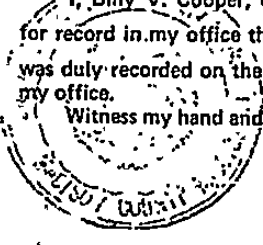
Levonne C. Oude
NOTARY PUBLIC

commission expires:

June 7, 1985

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 27 day of February, 1985, at 9:25 o'clock A. M. and was duly recorded on the FEB 28 1985 day of FEB 28 1985, 1985, Book No. 203 on Page 251 in my office.



Witness my hand and seal of office, this the FEB 28 1985 of FEB 28 1985, 1985.

BILLY V. COOPER, Clerk

By B. V. Wright, D.C.

STATE OF MISSISSIPPI

COUNTY OF MADISON

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INDEXED

SUBSTITUTED TRUSTEE'S DEED

1318

WHEREAS, Clara Lee Shavers and Sarah Shavers
executed a Deed of Trust to Bailey Mortgage Company,
Beneficiary, C. B. Henley, Trustee, dated
June 7, 1974 recorded in Book 403, Page
538, Records of Mortgages and Deeds of Trust of
Madison County, Mississippi; and

WHEREAS, said Deed of Trust was assigned to Federal
National Mortgage Association by Assignment dated
June 7, 1974, recorded in Book 403, Page 562,
Records of Mortgages and Deeds of Trust of Madison
County, Mississippi; and

WHEREAS, FEDERAL NATIONAL MORTGAGE ASSOCIATION
appointed R. Conner McAllister as Trustee in said Deed of Trust
in place of C. B. Henley, by Appointment of Substituted
Trustee dated November 6, 1978, recorded in Book 475, Page 482,
Records of Mortgages and Deeds of Trust of Madison County,
Mississippi; and

WHEREAS, default having been made in the payment of the
indebtedness secured by said Deed of Trust, which default continued
for a period of time necessary for the holder thereof to declare
the entire unpaid balance immediately due and payable as was its
option so to do under the terms thereof, and default was made in
said payment and said Substituted Trustee was requested and directed
by the holder of the Note and Deed of Trust to foreclose under the
terms thereof, I, R. Conner McAllister, Substituted Trustee, pursuant
to the provisions of said Deed of Trust, did on February 19, 1985
during legal hours between the hours of 11:00 A.M. and 4:00 P.M.,
at the south front door of the Madison County Courthouse

in the City of Canton, Mississippi, offer for sale at public auction and sell to the highest and best bidder according to law, the following described property, with improvements thereon situated, lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

A Lot or Parcel of land fronting 40 feet on the West side of Walnut Street, being a part of Lot 12 on the West side of Walnut Street according to the 1961 Official Map of the City of Canton, and more particularly described as follows:

Beginning at a point on the West margin of Walnut Street that is 205 feet South of the intersection of said West margin of Walnut Street with the South margin of West Academy Street, and run West at right angles to said Walnut Street for 100 Feet to a point; thence North parallel to said Walnut Street for 40 Feet to a point; thence East at right angles to said Walnut Street for 100 Feet to a point on the West margin of said Walnut Street; thence South along the West margin of said Walnut Street for 40 Feet to the point of beginning.

BOOK 203 PAGE 254

Said property was sold after strictly complying with all of the terms and conditions of said Deed of Trust and the statutes made and provided in such cases. A notice of time, place and terms of said sale, together with a description of said property to be sold, was given by publication in the Clarion Ledger, a daily newspaper published and generally circulated in Madison County, Mississippi, for four (4) consecutive weeks preceding the date of sale. The first notice of publication appeared January 24, 1985 and subsequent notices appeared January 31, February 7, and 14, 1985. Proof of publication is attached hereto and incorporated herein by reference. A notice identical to said published notice was posted on the bulletin board near the south front door of the Madison County Courthouse in the City of Canton, Mississippi, on January 23, 1985 and everything necessary to be done was done to make and effect a good and lawful sale.

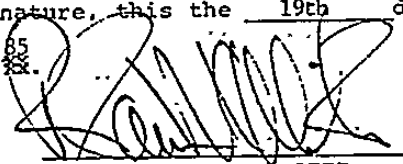
At said sale, Federal National Mortgage Association, bid for said property in the amount of \$14,625.17

_____ and this being the highest and best bid, said
Federal National Mortgage Association was
declared the successful bidder and the same was then and
there struck off to said Federal National Mortgage Association
_____.

NOW, THEREFORE, in consideration of the premises,
and in consideration of the price and sum of \$14,625.17
_____, cash in hand paid, receipt of which is
hereby acknowledged, I, the undersigned Substituted Trustee,
do hereby sell and convey unto Federal National Mortgage Asso-
ciation, its successors and assigns, the land
and property above described, together with all improvements
thereon.

Title to this property is believed to be good,
but I convey only such title as is vested in me as Substituted
Trustee.

Witness my signature, this the 19th day of
February, 1985.

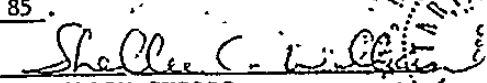

R. CONNER McALLISTER
Substituted Trustee

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned
authority in and for said County and State, the within
named R. Conner McAllister, Substituted Trustee, who stated
to me on oath that he signed and delivered the above and
foregoing instrument on the day and in the year therein
stated, for the purposes therein mentioned.

Witness my signature, this the 19th day
February, 1985.


NOTARY PUBLIC

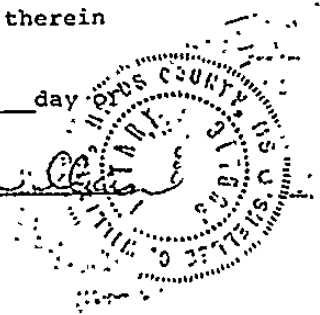
My Commission Expires:

7-10-85

Grantor's Address: 315 Tombigbee St., Suite 501, Jackson, MS 39201

Grantee's Address: 3900 Wisconsin Avenue NW, Washington, D.C. 20016

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BGA 203 PAGE 256
MADISON COUNTY HERALD
 PROOF OF PUBLICATION

PASTE PROOF HERE

STATE OF MISSISSIPPI
 COUNTY OF MADISON
**SUBSTITUTED TRUSTEE'S
 NOTICE OF SALE**

WHEREAS, Clara Lee Shavers and Sarah Shavers executed a Deed of Trust to C. B. Menley, Trustee for Bayley Mortgage Company, Jackson, Mississippi, under date of June 7, 1974, recorded in Book 403 at Page 328 of the records in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, and which now is assigned together with the indebtedness secured thereby to Federal National Mortgage Association by instrument dated June 7, 1974, recorded in Book 403 at Page 362 of the records in the office of the aforesaid Chancery Clerk, reference to which is hereby made, and,

WHEREAS, Federal National Mortgage Association, the legal holder of the said deed of trust and the note secured thereby substituted R. Conner McAllister, as Trustee therein, as authorized by the terms thereof, by instrument dated November 6, 1974 and recorded in Book 475 at Page 452 of the records in the office of the aforesaid Chancery Clerk, and,

WHEREAS, default having been made in the performance of the conditions and stipulations as set forth by said deed of trust, having been requested to do so by Federal National Mortgage Association, the legal holder of the indebtedness secured and described by said deed of trust, notice is hereby given that R. Conner McAllister, Substituted Trustee, by virtue of the authority conferred upon me in said deed of trust, will offer for sale and will sell at public sale and outcry to the highest and best bidder for cash, between the hours of 11:00 o'clock A. M. and 4:00 o'clock P. M. in front of the South entrance of the County Courthouse at Madison County, Mississippi, on the 19th day of February, A. D. 1985 the following described land and property, being the same land and property described in the said deed of trust situated in Madison County, State of Mississippi, to wit:

A lot or Parcel of land fronting 40 feet on the West side of Walnut Street, being a part of Lot 12 on the West side of Walnut Street according to the 1941 Official Map of the City of Canton, and more particularly described as follows:

THE STATE OF MISSISSIPPI,
 MADISON COUNTY.

Personally appeared before me _____
Elizabeth M. McAllister
 a Notary Public in and for Madison County, Mississippi, BRUCE HILL, who being duly sworn says that he is the Publisher of the MADISON COUNTY HERALD, and that such is a newspaper within the meaning of the statute, published weekly in Canton, Madison County, Mississippi, and having a general circulation in the City of Canton and Madison County, Mississippi, and that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper, 4 times as follows:

VOL 93 NO 4 DATE Feb 24 1985
 VOL 93 NO 5 DATE Mar 31 1985
 VOL 93 NO 6 DATE Jul 7 1985
 VOL 93 NO 7 DATE Jul 14 1985

VOL _____ NO _____ DATE _____ 19 _____

Number Words 530

Published 4 Times

Printer's Fee \$ 79.50
 Making Proof \$ 1.00
 Total \$ 80.50

Affiant further states that said newspaper has been established for at least twelve months next prior to the first publication of said notice

(Signed) Bruce Hill
 Publisher

Sworn to and subscribed before me this 14
 day of February 1985

Elizabeth M. McAllister
 Notary Public
 My Commission Expires May 27, 1987

Beginning at a point on the West margin of Walnut Street that is 205 Feet South of the intersection of said West margin of Walnut Street with the South margin of West Academy Street, and run West at right angles to said Walnut Street for 100 Feet to a point thence North parallel to said Walnut Street for 40 Feet to a point, thence East at right angles to said Walnut Street for 100 Feet to a point on the West margin of said Walnut Street, thence South along the West margin of said Walnut Street for 40 Feet to the point of beginning.

Title to said property is believed to be good, but I will convey only such title as is vested in me as Substituted Trustee.

WITNESS my signature this 14th day of January, A. D. 1985.

R. CONNER McALLISTER
 Substituted Trustee
 R. CONNER McALLISTER
 Attorney At Law
 315 Foreigbee Street
 Suite 501
 Jackson, Ms. 39201
 Telephone (601) 748-5748
 POSTED January 23 1985
 Jan- 24, 25, February 7 and 14, 1985



STATE OF MISSISSIPPI, County of Madison:
 Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on this 22 day of Feb, 1985, at 9:00 o'clock AM, and was duly recorded on the 22 day of Feb, 1985, in Book No. 203 on Page 253 n.

Witness my hand and seal of office, this 22 day of Feb, 1985.

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

C

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Nelson Construction Company, Inc, a Mississippi Corporation acting by and through its duly authorized officer, does hereby sell, convey and warrant unto Roger G. Walker and wife, Marcia C. Walker, as joint tenants with the full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Lot Sixty-Nine (69), BEAVER CREEK SUBDIVISION, PART TWO (2), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Slide B-61 thereof, reference to which is here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1985 are to prorated between the Grantor and the Grantees herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor, this the 20th day of February, 1985.

Earl A. Nelson, III
 Nelson Construction Company, Inc, a

Mississippi Corporation
 STATE OF MISSISSIPPI
 COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Earl A. Nelson, III who acknowledged to me that he is the President of Nelson Construction Company, Inc, a Mississippi Corporation, and that he, as such President, signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

GIVEN under my hand and official seal of office, this the 20th day of February, 1985.

My Commission Expires:

E. H. ...
 NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:



Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 22 day of Feb., 1985, at 9:46 o'clock A.M. and was recorded on the day of FEB 28 1985, 19..., Book No. 203 on Page 257 in my office, this the ... of FEB 28, 1985, 19...

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

QUITCLAIM DEED

1321

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned, FREDERICK D. DAVIS do hereby sell, convey and quitclaim unto MAJOR EVERETT, all of my right, title and interest in and to the following described land and property located and being situated in Madison County, Mississippi, to-wit:

Lots Twelve (12), Thirteen (13) and Fourteen (14), BRAME SUBDIVISION, Section 25, Township 7 North, Range 1 East, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, State of Mississippi in Plat Cabinet A-35, reference to which is here made in aid of said description.

WITNESS MY SIGNATURE this the 12th day of February, 1985.

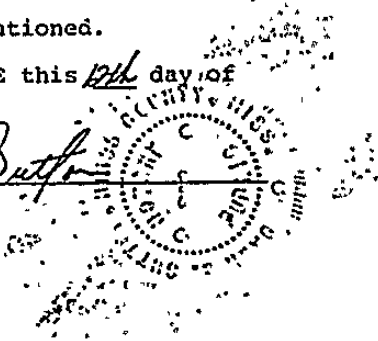

FREDERICK D. DAVIS

STATE OF MISSISSIPPI
COUNTY OF HINDS.....

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named FREDERICK D. DAVIS, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purpose therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME this 12th day of February, 1985.


NOTARY PUBLIC

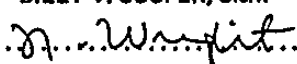


My Commission Expires:

10/23/87



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 22 day of Feb 1985, at 9:00 o'clock P.M., and was filed on the 22 day of Feb 1985, Book No 203 on Page 258. Witness my hand and seal of office, this the 28 of Feb 1985, 19.....

BILLY V. COOPER, Clerk
By  D.C.

WARRANTY DEED

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For a valuable consideration not necessary here to mention cash in hand paid to the grantors by the grantees herein, the receipt and sufficiency of which are hereby acknowledged, we, BEN H. RIMMER, JR., FLORA J. RIMMER, and JOHN P. RIMMER (acting by and through Ben H. Rimmer, Jr., his attorney-in-fact), do hereby convey and warrant unto STEPHEN JOSEPH RIMMER and GLADYS McHAN RIMMER, as joint tenants with rights of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:


Lots 12, 13, and 14 of Block 1 of CENTER TERRACE, an Addition to the City of Canton, Madison County, Mississippi, when described with reference to a map or plat of said Addition now on file in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description; LESS AND EXCEPT THEREFROM 75 feet evenly off the north end thereof.


This conveyance is executed subject to:

- (1) Zoning Ordinance of the City of Canton, Mississippi.
- (2) Ad valorem taxes for the year 1985, the payment of which shall be pro-rated.
- (3) Exception of such oil, gas, and mineral rights as may now be outstanding of record, if any.

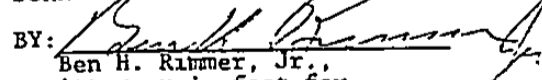
This instrument is executed by Ben H. Rimmer, Jr., as attorney-in-fact for John P. Rimmer under and by virtue of a Power of Attorney, dated January 18th, 1985, recorded in Land Record Book 202 at Page 716 thereof in the Chancery Clerk's Office for Madison County, Mississippi.

WITNESS our signatures this 22nd day of February, 1985.


Ben H. Rimmer, Jr.


Flora J. Rimmer

JOHN P. RIMMER

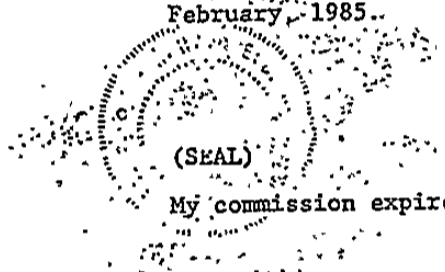
BY: 
Ben H. Rimmer, Jr.,
Attorney-in-fact for
John P. Rimmer

STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 203 PAGE 260

Personally appeared before me, a Notary Public in and for said County and State, the within named BEN H. RIMMER, JR., and FLORA J. RIMMER who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed; and the within named BEN H. RIMMER, JR., who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as Attorney-in-Fact for John P. Rimmer, being duly authorized so to do, and for and as the act and deed of the said John P. Rimmer.

Given under my hand and official seal this 22nd day of February, 1985.



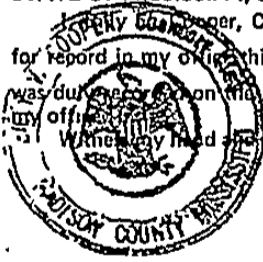
M. H. Powell
Notary Public

My commission expires: 5/31/85

Address of Grantors: 602 South Kathy Circle, Canton, Ms., 39046
Address of Grantees: 467 East Center Street, 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 22 day of February, 1985, at 11:00 o'clock a. M., and was duly recorded on this 28 day of FEB 28, 1985, Book No. 203 on Page 259. In my office at Madison, Mississippi, this the 28 day of FEB 28, 1985.



BILLY V. COOPER, Clerk

By B. W. Wright, D.C.

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

No. 7245

Redeemed Under H.B. 587
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

Nelson Wilson, Jr.

the sum of Fourteen & 27/100 DOLLARS (\$ 14.27)
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Lot 146. 75 x 12 1/2 Ft in N 1/2 N 1/2</u>				
<u>NE 1/4 vac. Bk 172 - 415</u>	<u>29</u>	<u>7N</u>	<u>1E</u>	

Which said land assessed to Nelson Wilson, Jr. and sold on the
19 day of Sept 1983, 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 22 day of
February 1985 Billy V. Cooper, Chancery Clerk.

(SEAL) By K. Cooper D.C.

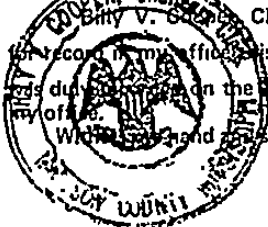
STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 1.84
- (2) Interest \$.15
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$.04
- (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 \$ 9.03
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$.09
- (10) 1% Damages per month or fraction on 1982 taxes and costs (Item 8 -- Taxes and costs only) 18 Months \$ 1.63
- (11) Fee for recording redemption 25cents each subdivision \$.25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$.15
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for Issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 12.15
- (19) 1% on Total for Clerk to Redeem \$.12
- (20) GRAND TOTAL TO REDEEM from sale covering 1982 taxes and to pay accrued taxes as shown above \$ 12.27

Excess bid at tax sale \$ 14.27

Bradley Williamson 10.75
Clark Kee ~~2.00~~
Rec Rel 2.00
14.27

STATE OF MISSISSIPPI, County of Madison:



Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record in my office this 22 day of February, 1985, at 11:45 o'clock a. M., and
is duly filed in the FEB 28 1985 day of FEB 28 1985, 1985, Book No. 203 on Page 26 in
FEB 28 1985

BILLY V. COOPER, Clerk

By B. W. [Signature] D.C.

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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, THOMAS B. SMITH and wife, MARY MILLSAP SMITH

do hereby sell, convey and warrant unto STEVEN R. BROCK AND WIFE, SANDRA F. BROCK as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in Madison County, State of Mississippi, to-wit:

Lot 58, STONEGATE, PART II, 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 28, reference to which is hereby made in aid of and as a part of this description.

IT IS AGREED AND UNDERSTOOD that advalorem taxes have been prorated.

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

reservations applicable to the above described property.

WITNESS the respective hand and signature of the undersigned grantors hereto affixed on this the 11th day of July, 1984.

Thomas B. Smith
THOMAS B. SMITH

Mary Millsap Smith
MARY MILLSAP SMITH

STATE OF Mississippi
COUNTY OF Hinds

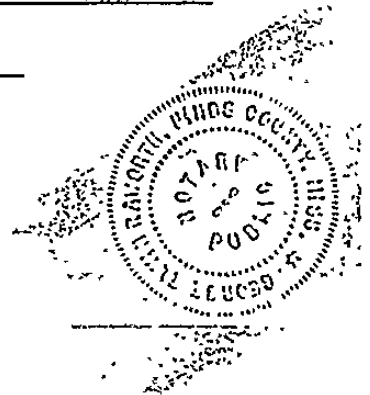
BOOK 203 PAGE 263

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, THOMAS B. SMITH and wife, MARY MILLSAP SMITH who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 11th day of July, 1984.

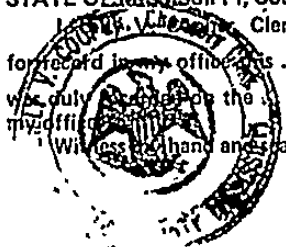
Gene E. Cooper
NOTARY PUBLIC

My Commission Expires: 4-28-85



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 22 day of February, 1985, at 3:00 o'clock P. M., and was duly acknowledged before me this 22 day of February, 1985, Book No 203 on Page 267 in my office on this 22 day of February, 1985.
Witness my hand and seal of office, this the 22 day of February, 1985.



BILLY V. COOPER, Clerk

By B. V. Cooper D.C.

WARRANTY DEED

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1332

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 CARAWAY ENTERPRISES, INC., whose mailing address is 160 Old Canton Hill Dr., Jackson, MS 39211, does hereby sell, convey and warrant unto ARTHUR D. CURRIE, JR., and wife, TRACY S. CURRIE, as joint tenants with full rights of survivorship and not as tenants in common, whose mailing address is 1006 Woodbridge Dr., Madison, MS 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 2, TIDE WATER, PART TWO, 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 74, reference to which is hereby made in aid of and as a part of this description.

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

THIS CONVEYANCE is subject to those certain Protective Covenants dated April 2, 1981 and recorded in Book 483 at Page 500, and those certain Protective Covenants dated January 21, 1983 and recorded in Book 527 at Page 513, and also those certain Protective and Restrictive Covenants dated February 18, 1985; all as recorded in the office of the Chancery Clerk of Madison County, Mississippi.

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 18th day of February 1985.

CARAWAY ENTERPRISES, INC.

BY: Richard A. Caraway

Its: PRESIDENT

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STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named Richard A. Caraway, personally known to me to be the President, respectfully, of the within named CARAWAY ENTERPRISES, 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.

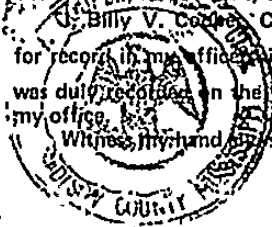
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 18th day of February, 1985.

Jays Lawrence (Edward)
NOTARY-PUBLIC

My Commission Expires: 5-21-85

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18th day of February, 1985, at 3:00 o'clock P.M., and was duly received in the office on the 18th day of February, 1985, Book No. 203 on Page 264. Witness my hand and seal of office, this the 18th day of February, 1985.



BILLY V. COOPER, Clerk

By J. Wright, D.C.

C

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STATE OF MISSISSIPPI
COUNTY OF MADISON

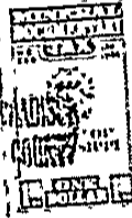
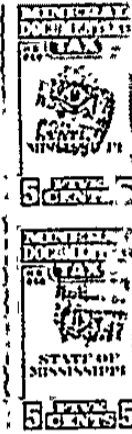
1335

WARRANTY DEED

For and in consideration of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, we, JAMES SIDNEY NUTT, and KATHLEEN M. NUTT, 711 Lake Harbor, Apartment 1248, Ridgeland, Mississippi 39157, do hereby sell, convey and warrant unto LESLIE W. MAGLATHLIN and BOBBIE K. MAGLATHLIN, Route 1, Lawrence, Mississippi 39336, as joint tenants with full right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land fronting 401.8 feet on the east side of Mississippi State Highway No. 43, containing 28.5 acres, more or less, lying and being situated in the NE 1/4 of Section 9, Township 8 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the north line of the S 1/2 N 1/2 S 1/2 NE 1/4 of Section 9 with the east line of Mississippi State Highway No. 43 and run South 00 degrees 30 minutes West along the east line of said Highway for 186.2 feet to the NW corner and point of beginning of the property herein described; thence South 00 degrees 20 minutes West along the east line of said Highway for 401.8 feet to a point; thence South 89 degrees 45 minutes East for 424.1 feet to a point; thence North 00 degrees 30 minutes East for 93 feet to a point; thence South 89 degrees 45 minutes East for 2169 feet to a point on fence line, said fence line representing the east line of said Section 9; thence North along said fence line for 495 feet to a point on the north line of the S 1/2 N 1/2 S 1/2 NE 1/4 of said Section 9; thence north 89 degrees 45 minutes West along the north line of the S 1/2 N 1/2 S 1/2 NE 1/4 of said Section 9 for 2164.7 feet to a point; thence South 00 degrees 30 minutes West for 186.2 feet to a point; thence North 89 degrees 45



minutes West for 425.3 feet to the point of beginning.

ALSO:

Begin at a point where the north line of the S 1/2 of N 1/2 of S 1/2 of NE 1/4, Section 9, Township 8 North, Range 3 East, intersects the east right-of-way of Highway 43; thence go south along the east right-of-way of Highway 43 a distance of 186.2 feet to a point; thence go east on a line parallel to the said north line of the S 1/2 of N 1/2 of S 1/2, of said NE 1/4, a distance of 425.3 feet to a point; thence go north on a line parallel to the east right-of-way of Highway 43 a distance of 186.2 feet to the north line of S 1/2 of N 1/2 of S 1/2 of said NE 1/4, thence go west along the said north line of S 1/2 of N 1/2 of S 1/2 of said NE 1/4, a distance of 425.3 feet to the point of beginning, and all being situated in the northwest corner of the S 1/2 of N 1/2 of S 1/2 of said NE 1/4, in Section 9, Township 8 North, Range 3 East, Madison County, Mississippi, LESS AND EXCEPT all interest in and to the oil, gas and other minerals in, on and under the described property.

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This conveyance is executed subject to the following exceptions:

1. Ad valorem taxes for the year 1985 shall be prorated with the Grantors paying 2/12ths of said taxes and the Grantees paying 10/12ths of said taxes.
2. Grantors reserve such interests as they may own in and to all oil, gas and other minerals lying in, on and under the subject property.
3. This conveyance and the warranty hereof are made subject to all zoning ordinances, subdivision regulations, building restrictions, restrictive covenants, easements, rights-of-way and mineral reservations of record, if any, pertaining to the above described property.

EXECUTED this the 22nd day of February, 1985.

James Sidney Nutt
JAMES SIDNEY NUTT

Kathleen M. Nutt
KATHLEEN M. NUTT

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority
in and for said county and state, the within named JAMES
SIDNEY NUTT and KATHLEEN M. NUTT, husband and wife, who
acknowledged that they signed, executed and delivered the
above and foregoing instrument on the day and year therein
mentioned.

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GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 25th
day of February, 1985.



Marie H. Lanes
NOTARY PUBLIC

MY COMMISSION EXPIRES:

January 31, 1989

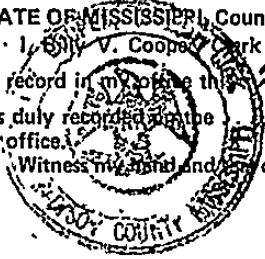
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record in my office this 22 day of February, 1985, at 4:00 o'clock P. M., and
was duly recorded in the 266 day of FEB. 28, 1985, 1985, Book No 203 on Page 266 in
my office.

Witness my hand and seal of office, this the FEB. 28, 1985 of FEB. 28, 1985, 1985.

BILLY V. COOPER, Clerk

By B. V. Cooper, D.C.



WARRANTY DEEDINDEXED
1340

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, SARAH C. WILLIS, do hereby sell, convey and warrant unto MARWOOD NANCE and wife, MELANIE C. NANCE, as joint tenants with the right of survivorship and not as tenants in common, the following described property lying and being situated in the Town of Flora, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 100 feet on the West side of 4th Street (Miss. Highway 22) and 200 feet on the North side of Peach Street (Miss. Highway 22) at Flora, Madison County, Mississippi, and more particularly described as beginning at the intersection of the North right-of-way line of Peach Street (Miss. Highway 22) with the West line of 4th Street (Miss. Highway 22) run North along the West line of 4th Street, (Miss. Highway 22) for 100 feet to a point; thence West 200 feet parallel with the North right-of-way line of Peach Street (Miss. Highway 22) to a point; thence South 100 feet to a point on the North right-of-way line of Peach Street (Miss. Highway 22); thence East along the North right-of-way line of Peach Street (Miss. Highway 22) for 200 feet to the point of beginning, all lying and being situated in the Northeast quarter (NE-1/4) of Section 17, Township 8 North, Range 1 West, Madison County, Mississippi.

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

1. Town of Flora, County of Madison and State of Mississippi ad valorem taxes for the year 1985 shall be paid by the Grantees herein.
2. Prior reservations of all oil, gas and other minerals lying in, on or under the subject property.
3. Zoning and subdivision regulation ordinance of the Town of Flora, Mississippi.

The undersigned, Sarah C. Willis, warrants that the above described property is not now, nor has it ever been, any part of her homestead.

WITNESS my signature this 22 day of February, 1985.

Sarah C. Willis
SARAH C. WILLIS

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned notary public in and for the aforesaid State and County, the within named SARAH C. WILLIS who acknowledged that she signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 22 day of February, 1985.

John W. Christopher
Notary Public



My commission expires:

April 15, 1986

Grantor: Sarah C. Willis
Rt. 1, Box 95
Canton, Ms. 39046

Grantees: Marwood Nance & Melanie C. Nance
P. O. Box 418
Flora, Ms. 39071

STATE OF MISSISSIPPI; County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on this 22 day of Feb, 1985, at 4:55 clock P M., and was duly recorded on the FEB 28 1985 day of FEB 28 1985, 19....., Book No. 203 on Page 269 in my office. Witness my hand and seal of office, this the of 19.....

BILLY V. COOPER, Clerk

By D. W. Wright, D.C.

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, W. Joseph Boedges, Vice-President of Charter National Life Insurance Company ("Charter"), 8301 Maryland Avenue, Clayton, Missouri, do hereby make, constitute, and appoint Charles W. Rutledge, Vice-President and General Counsel of City Finance Company of Mississippi, Inc., 5685 Quince Road, Memphis, Tennessee, and Charles Iyins, Vice-President of City Finance Company of Mississippi, Inc., and any Vice-President of City Finance Company of Mississippi, Inc. to act singly or jointly as our true and lawful attorneys-in-fact and in Charter's name, place and stead and on its behalf and for its use and benefit, authorize them:

1. To direct the recordation of assignments of deeds of trust that have been conveyed by City Finance Company of Mississippi, Inc. to Charter pursuant to a First Mortgage and Deed of Trust Assignment and Service Agreement by and between the parties, dated October 28th, 1983.
2. To demand, collect and receive all debts secured by said deeds of trust ("such debts") to settle and compromise any such debts that may be due Charter, and to endorse in Charter's name any checks or notes payable given in payment of any such debts; and
3. To take such other actions in connection with any such debts that they may deem necessary and proper and in Charter's name make and deliver all necessary receipts, releases, and discharges of any such debts under the attendant deeds of trust with the same effect as if such receipts, releases, or discharges were executed by Charter.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28th day of October, 1983.

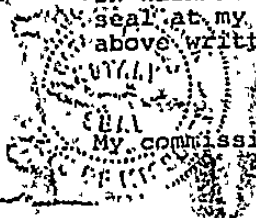
CHARTER NATIONAL LIFE INSURANCE COMPANY

By: W. Joseph Boedges
 W. Joseph Boedges
 Vice-President

STATE OF MISSOURI)
 COUNTY OF ST. LOUIS) SS

On this 28th day of October, 1983, before me appeared W. Joseph Boedges, to me personally known and by me duly sworn, who did say that he is the Vice-President of Charter National Life Insurance Company, a corporation of the State of Missouri, and that the above instrument was signed in behalf of said corporation by authority of its Board of Directors, and acknowledged that said instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of St. Louis the day and year first above written.

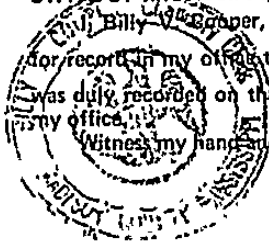


Patricia M. Frank
 Notary Public

PATRICIA M. FRANK
 NOTARY PUBLIC - STATE OF MISSOURI
 ST. LOUIS COUNTY
 MY COMMISSION EXPIRES OCT. 20, 1984

My commission expires: October 20, 1984

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of Feb., 1985, at 9:00 o'clock a. M., and was duly recorded on the FEB 28 1985 day of 1985, Book No. 203 on Page 271 in my office. Witness my hand and seal of office, this the FEB 28 1985 day of 1985.

BILLY V. COOPER, Clerk

By: n. Wright, D.C.

LIMITED POWER OF ATTORNEY

BOOK 3066 PAGE 596

KNOW ALL MEN BY THESE PRESENTS, that CHARTER NATIONAL LIFE INSURANCE COMPANY ("Charter"), a Missouri corporation, through its Vice-President, W. Joseph Boedges, does hereby make, constitute and appoint Charles W. Rutledge, Vice-President and General Counsel of CITY FINANCE COMPANY OF MISSISSIPPI, INC., ("City"), 5685 Quince Road, Memphis, Tennessee, and Charles Ivins, Vice-President of City Finance Company of Mississippi, Inc., and any * to act singly or jointly as our true and lawful attorneys-in-fact and in Charter's name, place, and stead and on its behalf and for its use and benefit, authorize them:

- * Vice-President of City Finance Company of Mississippi, Inc.
- 1. To direct the recordation of assignments of deeds of trust that have been conveyed by City to Charter pursuant to a Second Mortgage and Deed of Trust Assignment and Servicing Agreement by and between the parties, dated June 1, 1984.
- 2. To demand, collect, and receive all debts secured by said deeds of trust ("such debts"), to settle and compromise any such debts that may be due Charter, and to endorse in Charter's name any checks or notes payable given in payment of any such debts; and
- 3. To take such other actions in connection with any such debts that they may deem necessary and proper and in Charter's name make and deliver all necessary receipts, releases, and discharges of any such debts under the attendant deeds of trust with the same effect as if such receipts, releases, or discharges were executed by Charter.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28th day of June, 1984.

W. Joseph Boedges
W. Joseph Boedges

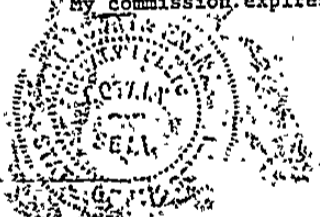
STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

On this 28th day of June, 1984, before me appeared W. Joseph Boedges, to me personally known and by me duly sworn, who did say that he is the Vice-President of Charter National Life Insurance Company, a corporation of the State of Missouri, and that the above instrument was signed in behalf of said corporation by authority of its Board of Directors, and acknowledged that said instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of St. Louis the day and year first above written.

My commission expires: October 20, 1984

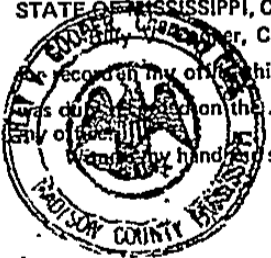


Patricia M. Frank
Notary Public

PATRICIA M. FRANK
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES OCT. 20, 1984

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed and recorded in my office this 25 day of Feb., 1985, at 7:00 o'clock A.M., and was duly filed on the 26 day of FEB 26 1985, 1985, Book No. 203 on Page 272 on FEB 28 1985



BILLY V. COOPER, Clerk

By *J. Wright*, D.C.

WARRANTY DEED

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


Lot 11, BROOKFIELD, PART II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Slide B-67 thereof, reference to which is here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1985 are to be prorated between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the 12th day of February, 1985.

HARKINS BUILDING SUPPLY, INC.

BY: 
James P. Harkins, President

STATE OF MISSISSIPPI

COUNTY OF HINDS

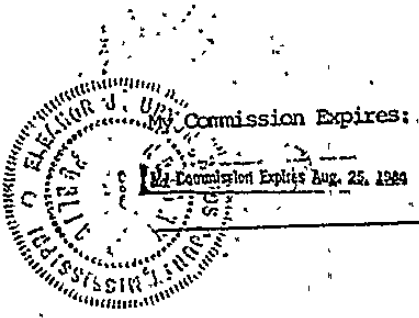
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named James P. Harkins, who acknowledged to me that he is the President of Harkins Building Supply,

Inc., a Mississippi Corporation, and that he, as such President, signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

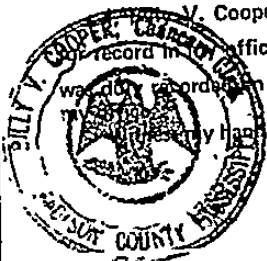
GIVEN under my hand and official seal of office, this the 12th day of February, 1985.

Eleanor J. Lipton
NOTARY PUBLIC

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STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 25 day of Feb., 1985, at 9:00 o'clock A.M., and was duly recorded on the FEB. 28, 1985, day of FEB. 28, 1985, Book No. 203 on Page 273 in my hand and seal of office, this the FEB. 28, 1985, day of FEB. 28, 1985, 1985.

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

C

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WARRANTY DEED

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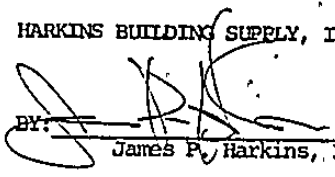
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00),
cash in hand paid, and other good and valuable considerations, the receipt
and sufficiency of all of which is hereby acknowledged, the undersigned,
HARKINS BUILDING SUPPLY, INC., a Mississippi corporation, acting by and through
its duly authorized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

Lot 12 , BROOKFIELD, PART II, a subdivision according
to a map or plat thereof on file and of record in the office
of the Chancery Clerk of Madison County at Canton, Mississippi
in Plat Slide B-67 thereof, reference to which is here made
in aid of and as a part of this description.

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

Ad valorem taxes for the year 1985 are to be prorated
between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the 12th
day of February... .., 1985.

HARKINS BUILDING SUPPLY, INC.

BY: _____
James P. Harkins, President

STATE OF MISSISSIPPI
COUNTY OF HINDS

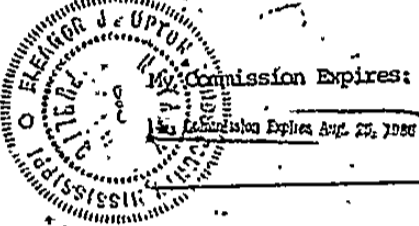
Personally appeared before me, the undersigned authority
in and for the aforesaid jurisdiction, the within named James P. Harkins,
who acknowledged to me that he is the President of Harkins Building Supply,

Inc., a Mississippi Corporation, and that he, as such President, signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

GIVEN under my hand and official seal of office, this the
12th day of February, 1985.

Eleanor J. Lipton
NOTARY PUBLIC

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STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 25 day of Feb. 19. 85, at 7:00'clock P.M., and was duly recorded in the day of FEB 28 1985, 19....., Book No. 203 on Page 275 in my hand and seal of office, this the FEB 28 1985, 19.....

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

WARRANTY DEED

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

Lot Seventy-Six (76) and Seventy-Seven (77), BEAVER CREEK SUBDIVISION, PART THREE (3), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Slide B-72, reference to which is here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1985 are to be prorated between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS THE SIGNATURE of the Grantor herein, this the 29 day of January, 1985.

A. H. HARKINS BUILDING CONTRACTOR, INC.

BY: A. H. Harkins
A. H. HARKINS, President

STATE OF MISSISSIPPI
COUNTY OF HINDS

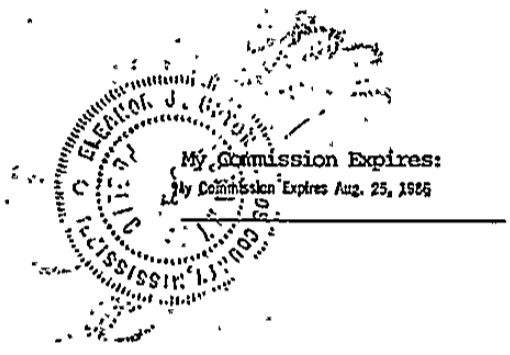
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named A. H. Harkins, who acknowledged to me that he is the President of A. H. Harkins Building

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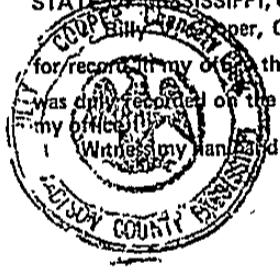
Contractor, Inc., a Mississippi corporation, and that he, as such President, signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

GIVEN under my hand and official seal of office, this the 29 day of January, 1985.

Eleanor J. Lipton
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 25 day of Feb., 1985, at 9:00 o'clock am M., and was duly recorded on the 27 day of FEB 28, 1985, 1985, Book No 203 on Page 277 in my office. Witness my hand and seal of office, this the FEB 28 1985 of FEB 28 1985, 1985.

BILLY V. COOPER, Clerk.

By B. V. Cooper D.C.

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Rita J. Perry, does hereby sell, convey and warrant unto Raymond M. Perry, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

PARCEL 1

This parcel of land is located in the NW 1/4 of the NW 1/4 of Section 33, Township 9 North, Range 1 West, Madison County, Mississippi, and more particularly described as follows:

Starting at the Northwest corner of said Section 33 and run along North line of said Section a distance of 856 feet to a point; thence run South to the South right of way line of a County Road; thence continue South a distance of 353.5 feet to an iron pin and the POINT OF BEGINNING; thence continue South along a fence line 210 feet to an iron pin; thence through a deflection angle of 84 degrees 54 minutes left run 208 feet to an iron pin; thence through a deflection angle of 99 degrees 06 minutes left run 210 feet to an iron pin; thence through a deflection angle of 80 degrees 54 minutes left run 210 feet to the POINT OF BEGINNING AND containing one (1) acre, more or less.

PARCEL 2

Begin at an iron pin marking the Northwest corner of property now owned by Raymond M. Perry that is 383.5 feet South of and 859.6 feet East of the Northwest corner of Section 33, Township 9 North, Range 1 West, said point is also South 0 degrees 32 minutes East, a distance of 353.5 feet from the South right of way line of a county road; from said point of beginning run thence North 0 degrees, 32 minutes West, a distance of 143.5 feet to an iron pin; thence South 82 degrees 15 minutes East, a distance of 208.0 feet to an iron pin; thence South 0 degrees 44 minutes East, a distance of 143.5 feet to an iron pin; thence North 81 degrees 16 minutes West, a distance of 208.5 feet to the point of beginning, containing 0.68 acres, more or less, and being part of the Northwest 1/4 of the Northwest 1/4 of Section 33, Township 9 North, Range 1 West, Madison County, Mississippi.

THIS DEED being in conformity with that certain Property Settlement Agreement filed December 18, 1980.

There is excepted from the warranty of this conveyance all applicable building restrictions, prior reservations of oil, gas and other minerals lying in, on or under said property.

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

WITNESS GRANTOR'S SIGNATURE this 22nd day of February, 1985.

Rita J. Perry
RITA J. PERRY


STATE OF MISSISSIPPI
COUNTY OF HINDS

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PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, Rita J. Perry, who acknowledged that she signed and delivered the foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this 22nd day of February, 1985.

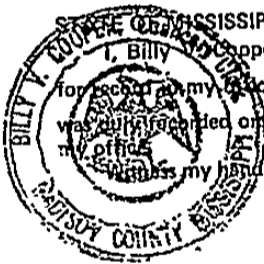
Elaine Craddock
NOTARY PUBLIC



MY COMMISSION EXPIRES:
9-14-85

Grantor's Address:
Route 7, Box 410
Brookhaven, MS 39601

Grantee's Address:
PO Box 574
Flora, MS 39071



MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of Feb, 1985, at 9:00 o'clock A. M., and was duly recorded on the 28 day of FEB, 1985, 19....., Book No. 203 on Page 279.
Witness my hand and seal of office, this the 28 day of FEB, 1985.

BILLY V. COOPER, Clerk

By W. Wright, D.C.

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, MRS. ORA MAE VARNER, have made, constituted and appointed, and by these presents do make, constitute and appoint JAMES VERNON RICHARDS, as my true and lawful attorney in fact for me and in my name, place and stead to ask, demand, sue for, and collect and receive any and all sums of money and all property which is now due or which may hereafter become due and owing to me, and to give good and valid receipts and discharges for such payments; to sell, assign and transfer any stock, bonds, or securities standing in my name; to sign, execute, acknowledge and deliver in my name, all transfers and assignments of any of the aforementioned securities; to borrow money and to pledge securities for such loans if in his judgment he shall deem same necessary; to lease, convey, sell and mortgage real estate or personal property owned by me, and to take title to all property of every kind whatsoever in my name if he thinks proper; to execute, acknowledge and deliver deeds of real property, oil and gas leases and other leases, mortgages, satisfactions, and other instruments relating to realty and personal property which he considers necessary; to do any and all business I may lawfully do if physically able, with banks and other financial institutions, and to endorse all checks and drafts made payable to my order, and collect the proceeds thereof; to sign checks on all accounts in my name, and to withdraw funds from said accounts; to open accounts in my name or in his own name as my attorney in fact; to make such payments and expenditures as may be necessary in connection with any of the foregoing matters or with the administration of my affairs; to appear in my behalf in all actions and proceedings to which I may be party in the Courts of the state of Mississippi, or any other state in the United States, or in the United States Courts, to commence actions and proceedings necessary; to sign and verify in my name any and all complaints, petitions, answers and other pleadings of every description; to represent me in all

income tax matters before any officer of the Internal Revenue Service; to make and verify income tax returns, claims for refunds, requests for extensions of time, and consents in my name; to represent me in all matters which may pertain to the Social Security Administration and any and all governmental agencies, hereby giving and granting to my said attorney in fact full power and authority to do and perform all and every act and thing whatsoever necessary to be done in the premises, as fully to all intent 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 in fact may do pursuant to this general power.

The failure to enumerate a specific power herein does not mean that my attorney in fact does not have the power, and this power of attorney is intended to be a general power of attorney, granting to said attorney in fact full power to do and perform all acts in my behalf that I could do if personally able and present. It is further my desire that this power of attorney continue in full force and effect from the date of its execution until such time as it is revoked by me. It is my specific intent that this power continue in the event I am placed in a nursing home or other facility primarily engaged in the care of elderly or ill people.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 21st day of February, 1985.

Mrs. Ora Mae Varner
MRS. ORA MAE VARNER

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the county and state aforesaid, Mrs. Ora Mae Varner who acknowledged that she signed and delivered the above and foregoing Power of Attorney as her act and deed on the day and year therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21st day of February, 1985.

Boyd M. Fub
NOTARY PUBLIC

My Commission Expires: 5/15/86

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 22 day of Feb, 1985, at 9:00 clock A. M., and was duly recorded on the 22 day of FEB 28 1985, 19....., Book No 203 on Page 281 in my office.

Witness my hand and seal of office, this the of FEB 28, 1985....., 19.....

BILLY V. COOPER, Clerk

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

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WARRANTY 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 McKinley Davis and wife Leola Davis of Route 2, Box 252 Canton, Mississippi, GRANTORS do hereby convey and forever warrant unto East Madison Water Association, Inc. a Mississippi non-profit corporation, its successor and assigns, of P.O. Box 328 Canton, Mississippi, GRANTEE, the following described real property lying and being situated in Madison County, Mississippi, to wit:

Commencing on the northwest corner of Section 7, Township 8 north, Range 4 East, Madison County, Mississippi, proceed South a distance of 831' feet to the point of beginning of this survey, thence east a distance of 104.36 feet to a point, thence south a distance of 104.36 feet to a point, thence west a distance of 104.36 feet to a point, thence north a distance of 104.36 feet to the point of beginning, containing one-fourth (1/4) acre, more or less.

Witness our signatures this the 22ND day of February 1985.

(HIS MARK) X
McKinley Davis
Leola Davis
Leola Davis

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid the within named McKinley Davis and Leola Davis, who acknowledged to me that they signed and delivered the above and foregoing instrument on the day and in the year therein mentioned.

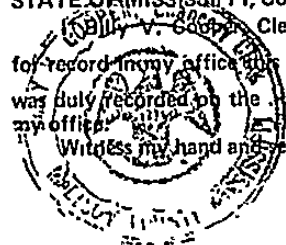
GIVEN under my hand and official seal on this the 22ND day of February 1985.

George W. Nichols
Notary Public

(Seal)
My Commission Expires:
May 23 1987

STATE OF MISSISSIPPI, County of Madison:

Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 25 day of February, 1985, at 10:00 o'clock A.M., and was duly recorded on the FEB 28 1985 day of February, 1985, Book No. 203 on Page 283 in my office.



Witness my hand and seal of office, this the FEB. 28. 1985 of 1985.

BILLY V. COOPER, Clerk

By B. Wright, D.C.

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RELEASE FROM DELINQUENT TAX SALE (INDIVIDUAL) DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON 1363

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No 7246

Redeemed Under P.L.B. 647 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

Mary Dudley Childress the sum of twenty six dollars + 41/100 DOLLARS (\$26.41) being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with 4 columns: DESCRIPTION OF LAND, SEC., TWP, RANGE, ACRES. Row 1: Lot 2, Blk 8, Leddie's Addn, Bk 162-361, Flora

Which said land assessed to Mary Dudley Childress and sold on the 19 day of Sept. 1983 to George Merritt for taxes thereon for the year 1982 do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 25 day of February 1985 Billy V. Cooper, Chancery Clerk

By [Signature] D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$10.77
(2) Interest \$.86
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 2.22
(4) Tax Collector Advertising... \$ 1.25
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 1.25
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 18.85
(9) 5% Damages on TAXES ONLY. (See Item 1) \$.53
(10) 1% Damages per month or fraction on 1982 taxes and costs (Item 8 -- Taxes and costs only) 18 Months \$ 3.39
(11) Fee for recording redemption 25cents each subdivision \$.25
(12) Fee for indexing redemption 15cents for each separate subdivision \$.15
(13) Fee for executing release on redemption \$ 1.00
(14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$
(15) Fee for issuing Notice to Owner, each \$2.00 \$
(16) Fee Notice to Lienors @ \$2.50 each \$
(17) Fee for mailing Notice to Owner \$1.00 \$
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
TOTAL \$ 24.17
(19) 1% on Total for Clerk to Redeem \$.24
(20) GRAND TOTAL TO REDEEM from sale covering 1982 taxes and to pay accrued taxes as shown above \$ 24.41

Excess bid at tax sale \$

George Merritt 22.77
Cliff [unclear] 1.64
Re. Release 2.00
26.41

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of February 1985, at 1:00 o'clock P.M. and was duly recorded on the FEB 28 1985 day of FEB 28 1985, 1985, Book No. 203 on Page 284 in my office.

Witness my hand and seal of office, this the FEB 28 1985 of 1985

BILLY V. COOPER, Clerk

By [Signature] D.C.

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STATE OF Mississippi
COUNTY OF Madison

THIS INDENTURE, Made this 20th day of February in the year of Our Lord One Thousand Nine Hundred and eighty five, between First Family Financial Services, Inc. of the State of Mississippi and County of Madison of the first part, and Frank Brown and wife, Bertha Brown of the State of Mississippi and the County of Madison, of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Eighteen Thousand and 00/100 Dollars, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, their heir and assigns, all that tract of parcel of land lying and being in Madison County, State of Mississippi being more particularly described as follows:

See Exhibit "A"
(attached)

It is expressly agreed that this property is purchased in a as is condition and no warranty is given to habitability.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, their heirs and assigns, forever, in Fee Simple.

AND THE SAID party of the first part, for its heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, their heirs and assigns, against the claims of all persons owing, holding or claiming by, through or under the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered in presence of:

James M. Lee
Marilyn Kelly

First Family Financial Services, Inc. (Seal)

Bobby Chastain (Seal)
Bobby Chastain, Sr. Vice President

Tryon K. Huggins, Jr.
Tryon K. Huggins, Jr. Secretary

(Over)

STATE OF GEORGIA
COUNTY OF DEKALB

AFFIDAVIT OF PROBATE

PERSONALLY appeared before me Jimmy McGee
and made oath that (s) he saw the within named First Family Financial Services, Inc. by the hands of Bobby Chastain, Sr. Vice President and Tryon K. Huggins, Jr., Secretary sign, seal and as the act and deed of said corporation deliver the within written deed and that (s) he along with Marilyn Kelley witnessed the execution thereof.

Jimmy McGee

SWORN to before me this the
20th of February, 1985



Pat Harsaid (L.S.)
Notary Public for the State of Georgia
My commission expires:

Notary Public, State of Georgia
My Commission expires on Sept. 7, 1986

(Affix Seal)

EXHIBIT "A"

TRACT I

A lot fronting 60 feet on West Street, adjacent to and immediately West of Lots of Mrs. Mary T. Williamson, and J.J. Ivy, in Block "E" of Maris Town Addition to City of Canton, according to Plat filed October 19, 1949, in Plat Book 3, Page 31, of the Land Records of Madison County, Mississippi, said lot being otherwise described as:

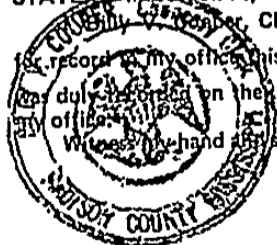
Beginning at a point on the South side of West Street, in said Addition, 176 feet West of the West line of Maris Avenue, which is the Northwest corner of the lot marked Thomas W. Williamson on said Plat, thence West along the South side of West Street 60 feet, thence South parallel to the West line of the aforesaid Williamson and Ivy lots a distance of 131.4 feet to the North boundary of the lot marked R.L. Weems on said Plat, thence East 60 feet to the Southwest corner of the lot marked J.J. Ivy on said Plat, thence North 131.4 feet to point of beginning, and being in SE 1/4 of NW 1/4 of Section 20, Township 9, Range 3.

TRACT II

A strip of ground fronting on West Street adjacent to and immediately west of lot of "Williamson" recorded May 6, 1953 in Book 56 Page 75, and in Block "E" of Maris Town Addition, according to plat filed October 19, 1949, in Plat Book 3, Page 31 of the land records of Madison County, Mississippi. Said strip of ground being otherwise described as:

Beginning at the northwest corner of said T.W. Williamson's lot and run west ten (10) feet along south line of West Street to a stake, thence South parallel with the west line of said "Williamson" lot a distance of 131.4 feet to the north boundary of lot marked R.L. Weems on said plat, thence East ten (10) feet to the southwest corner of said "Williamson" lot thence North one hundred thirty-one (131.4) and four tenths feet along the west boundary of said "Williamson" lot to the point of beginning, and being in SE 1/4, NW 1/4, Sec. 20, T-9, R. 3 East.

STATE OF MISSISSIPPI, County of Madison:



I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of February, 1985, at 1:20 o'clock P. M. and was duly recorded on the 25 day of February, 1985, in Book No 203 on Page 287 in my office, this the 28 day of February, 1985.

BILLY V. COOPER, Clerk

By D. Wright D.C.

C
STATE OF MISSISSIPPI
COUNTY OF MADISON

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SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, FIRST MISSISSIPPI NATIONAL BANK, a national banking association, acting by and through its duly authorized and empowered officer, does hereby sell, convey, and specially warrant unto CLAUDE DONALD DOWNING and SHARON L. DOWNING, as joint tenants with full rights of survivorship in either of them, the following described property, lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

PARCEL NO. 1.

A parcel of land containing 131.9 acres, more or less, located and situated in Sections 23 and 24 and 25 and 26 of Township 9 North, Range 4 East, and more particularly described as follows:

Beginning at a point that is 8.75 chains west of the southeast corner of the Southeast 1/4 of said Section 23, and from said point of beginning run thence North for 40.0 chains; thence East for 40.65 chains to the West right of way line of the Natchez Trace property; thence in a Southeasterly direction along said right of way line South 37 degrees 58 minutes West for 3.67 chains; thence South for 30 degrees 37 minutes West for 24.37 chains; thence South 61 degrees 53 minutes West for 7.59 chains; thence South 21 degrees 12 minutes West for 15.25 chains; thence South 36 degrees 14 minutes West for 8.96 chains; thence South 36 degrees 06 minutes West for 5.02 chains to the approximate center of an old road-bed and property line; thence run westerly along said old road-bed for 9.30 chains to its intersection with the present gravel road; thence run westerly along said gravel road North 61 degrees 35 minutes West for 12.80 chains; thence North 69 degrees 46 minutes West for 6.05 chains; thence continue along said road 47 degrees 45 minutes West for 2.76 chains to its intersection with the south line of said Southeast 1/4 of Section 23; thence run East along said South line of said Southeast 1/4 for 22.59 chains to the point of beginning.

LESS AND EXCEPT: That portion of parcel 1 hereinabove described which lies Southwest of the Shoccoe-Ratliff Ferry Road (and also known as the Canton-Ratliff Ferry Road) as the same is now laid out and existing (being a small irregular shaped parcel).

PARCEL NO. 2:

A parcel of property lying and being situated in the Northeast 1/4 of the Northeast 1/4 of Section 26, Township 9 North, Range 4 East, described as:

Beginning where the Northwestern right of way line of the Natchez Trace intersects the center line of the gravel road extending from the Natchez Trace to Canton, Mississippi, known as the Shoccoe-Ratliff Ferry Road (and also known as the Canton-Ratliff Ferry Road); from said point of beginning run thence in a Northeasterly direction along the Northwestern right of way line of the said Natchez Trace to a point which is the southeastern corner of the property described as Parcel No. 1 hereinabove; run thence in a Northwestern direction along the southern line of Parcel No. 1 a distance of 9.03 chains to a point on the center line of the aforesaid Shoccoe-Ratliff Ferry Road; run thence in a Southeasterly direction along the center line of said Shoccoe-Ratliff Road to the point of beginning.

LESS AND EXCEPT 3.0 acres located in the Northeast Quarter of the Northeast Quarter of Section 26, Township 9 North, Range 4 East, Madison County, Mississippi, heretofore conveyed by Triangle Investment Corporation to J. C. Bowlin by deed dated March 31, 1983, and recorded in Land Deed Book 186 at Page 650 on file in the office of the Chancery Clerk of Madison County, Mississippi;

LESS AND EXCEPT 3.0 acres located in Northeast Quarter of the Northeast Quarter of Section 26, Township 9 North, Range 4 East, Madison County, Mississippi, heretofore conveyed by Triangle Investment Corporation to Mazie T. Scott by deed dated December 14, 1983, and recorded in Land Deed Book 192 at Page 725 on file in the office of the Chancery Clerk of Madison County, Mississippi; and

LESS AND EXCEPT 5.22 acres located in the Northeast Quarter of the Northeast Quarter of Section 26, Township 9 North, Range 4 East, Madison County, Mississippi, heretofore conveyed by Triangle Investment Corporation to Peggy Copps, a single person, by deed dated April 4, 1984, and recorded in Land Deed Book 195 at Page 361 on file in the office of the Chancery Clerk of Madison County, Mississippi.

BOOK 203 PAGE 290

This conveyance is subject to any and all recorded restrictive covenants, easements, right-of-ways, and prior reservations of any oil, gas, minerals and other rights.

Ad valorem taxes for the year 1985 are to be pro rated as of the date of delivery of this deed and responsibility for payment of the same is assumed by the Grantee herein.

WITNESS the signature and seal of First Mississippi National Bank, this the 13th day of February, A.D., 1985.

FIRST MISSISSIPPI NATIONAL BANK,
A National Banking Association

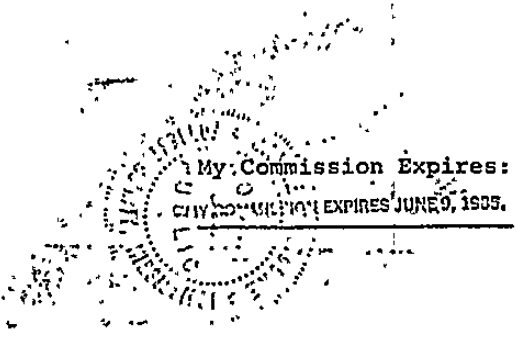
BY: D. F. Calfee
D. F. CALFEE, President

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said State and County, D. F. Calfee, President of First Mississippi National Bank, a national banking association, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, for and on behalf, in the name and as the act and deed of said banking association, he being duly authorized so to do.

GIVEN under my hand and official seal on this 13th day of February, A.D., 1985.

Mark C. Moore
Notary Public



BOOK 203 PAGE 291

ADDRESS OF GRANTOR:

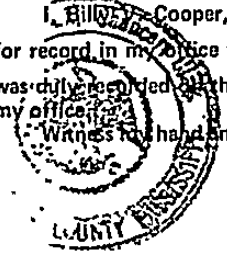
First Mississippi National Bank
100 Hardy Street
Hattiesburg, MS 39401

ADDRESS OF GRANTEE:

Claude Donald Downing
Sharon L. Downing
1535 Springridge Drive
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 25 day of February, 1985, at 1:30 o'clock P. M., and was duly recorded at the FEB 28 1985 day of FEB 28 1985, 1985, Book No. 203 on Page 288 in my office.



Witness my hand and seal of office, this the FEB 28 1985 day of FEB 28 1985, 1985.

BILLY V. COOPER, Clerk

By B. V. Cooper D.C.

Book 203 Page 292

WARRANTY DEED

INDEXED

1373

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 INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP, whose address is c/o Louis B. Gideon, 4 Old River Place, Suite D, Jackson, Mississippi 39202, does hereby sell, convey and warrant unto FARMER H. HAMILTON, JR., whose mailing address is P. O. Box 189, Indianola, Ms. 38751, the following land and property situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Lot 25, INGLESIDE, 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, Slide B-69, reference to which is hereby made in aid of and as a part of this description.



IT IS AGREED AND UNDERSTOOD that advalorem taxes for the current year have not been determined as of this date and when a determination has been made, Grantor agrees to contribute to Grantee or his assigns, its prorata share of said taxes, on or before February 15, 1986.

THIS CONVEYANCE is made subject to those certain covenants affecting Ingleside Subdivision recorded in Book 550 at Page 333, and to any easements shown on the plat aforesaid, and to the slight fence encroachment along the South side as shown on the survey of Robert B. Barnes, dated February 18, 1985, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

THIS CONVEYANCE is made subject to any and all prior mineral severances of record, and the undersigned Grantor reserves one-half (1/2) of all minerals owned by it.

THIS CONVEYANCE is made subject to that certain deed of trust in favor of Harris B. Henley, Sr. et al, of record in Deed of Trust Book 534, Page 48.

Grantee is indebted to Grantor for part of the payment of the purchase price for which Grantor retains a vendor's lien.

Said vendor's lien shall be cancelled upon payment to Grantor by Grantee of any purchase money indebtedness as evidenced by a Purchase Money Deed of Trust.

WITNESS THE SIGNATURE OF THE UNDERSIGNED this the 20th day of February, 1985.

INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP

BY: Louis B. Gideon
LOUIS B. GIDEON, MANAGING PARTNER
William S. Hamilton
WILLIAM S. HAMILTON, MANAGING PARTNER

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned LOUIS B. GIDEON and WILLIAM S. HAMILTON, as Managing Partners, who acknowledged to and before me that they executed the above and foregoing deed for and in behalf of said INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP, and further acknowledged to and before me that they executed said deed pursuant to authority given to them in said partnership.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 20th day of February, 1985.

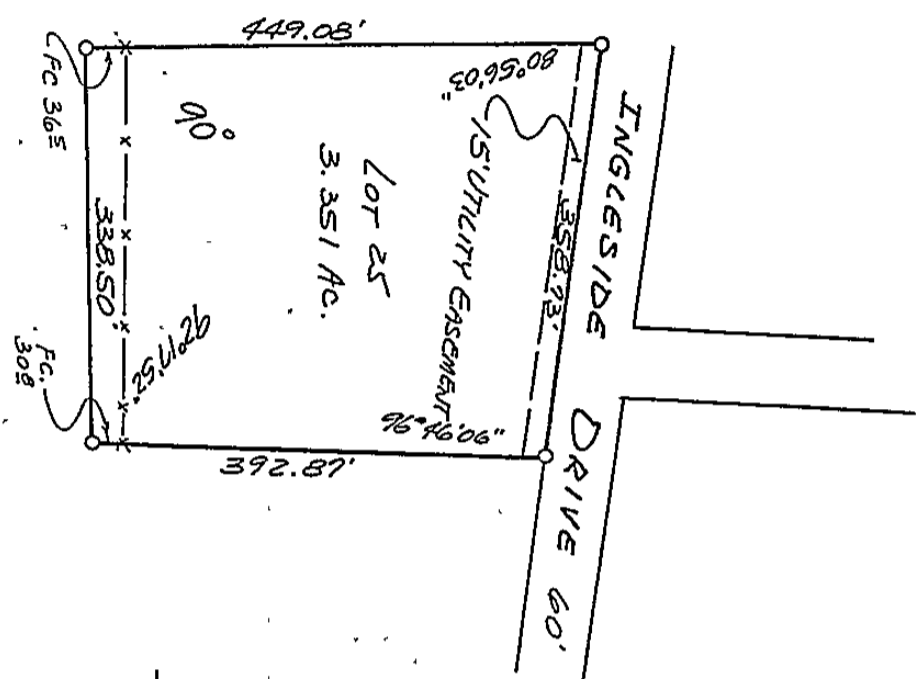
John J. Allen
NOTARY PUBLIC



WD-Hamilton--INGLES

ROBERT B. BARNES CIVIL ENGINEER & LAND SURVEYOR SCALE: 1" = 125' DATE: 2-18-85

BOOK 203 PAGE 294



DESCRIPTION - LOT 25, INGLESIDE, MADISON COUNTY, MISSISSIPPI



Exhibit "A"

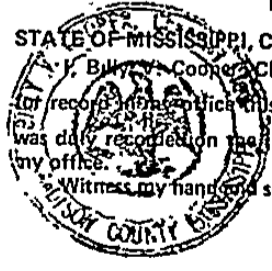
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in this office this 25 day of February, 1985, at 3:30 o'clock P.M., and was duly recorded on the 28 day of FEB 28 1985, 1985, Book No. 203 on Page 292.

Witness my hand and seal of office, this the FEB 28, 1985, 1985.

BILLY V. COOPER, Clerk

By n. Wright, D.C.



BOOK 203 PAGE 295

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

1376
No 7247

Redeemed Under H.B. 687
Approved April 2, 1932

INDEXED

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

Mrs. Sue B. Cooper

the sum of one hundred twenty dollars & 50/100 DOLLARS (\$ 120.50)
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>54A NW1/4 NW1/4 E. g. T. 55 Vol.</u>				
<u>BK 147-35 DB 123-06</u>	<u>32</u>	<u>8</u>	<u>25</u>	

Which said land assessed to Sue B. Cooper and sold on the 17 day of Sept 1984, to Bradley Williamson for taxes thereon for the year 1983, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 25 day of Feb 1985 Billy V. Cooper, Chancery Clerk

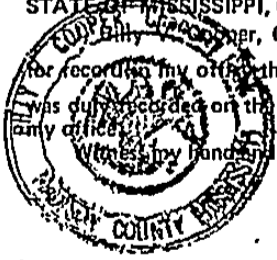
(SEAL) By S. Ruckberg D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 88.93
- (2) Interest \$ 7.11
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 1.78
- (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 \$ 104.82
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 4.47
- (10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 -- Taxes and costs only) 6 Months \$ 6.29
- (11) Fee for recording redemption 25cents each subdivision \$.25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$.50
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 117.83
- (19) 1% on Total for Clerk to Redeem \$ 1.17
- (20) GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to pay accrued taxes as shown above \$ 118.50

Excess bid at tax sale \$ 120.50
Bradley Williamson 115.58
Chk fee 2.92
Rec fee 2.00
120.50

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for recording in my office this 25 day of Feb, 1985, at 4:45 o'clock P. M., and was duly recorded on the 28 day of FEB, 1985, Book No. 203 on Page 295. In witness my hand and seal of office, this the 28 of FEB, 1985,
BILLY V. COOPER, Clerk
By D. Wright D.C.



INDEXED

1376

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 CURTIS M. POWELL, JR., whose mailing address is 968 Bridge Port Circle, Madison, Mississippi 39110, does hereby convey and quitclaim unto CURTIS M. POWELL, JR. and wife, CARRIE S. POWELL, as joint tenants with full rights of survivorship and not as tenants in common, whose mailing address is 968 Bridge Port Circle, Madison, Mississippi 39110, all right, title and interest in and to the following described land and property situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 15, TIDE WATER, PART I, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B at Slot 54, reference to which is hereby made in aid of and as a part of this description.

WITNESS MY SIGNATURE, this the 22nd day of February, 1985.

Curtis M. Powell, Jr.
CURTIS M. POWELL, JR.

STATE OF MISSISSIPPI
COUNTY OF HINDS

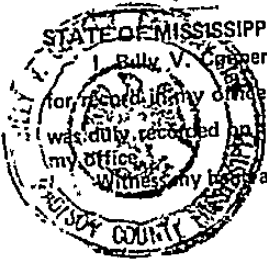
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named CURTIS M. POWELL, JR., who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 22nd day of February, 1985.

Jay Stuart (Edward)
NOTARY PUBLIC

My Commission Expires:

5-21-85



STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 26 day of Feb 1985 at 2:15 o'clock P.M. and was duly recorded in the day of FEB 26 1985, 19, Book No. 203 on Page 296. In witness my hand and seal of office, this the FEB 26 1985, 19 BILLY V. COOPER, Clerk

By *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, C. R. MONTGOMERY, SAM P. SMITH-VANIZ and W. LARRY SMITH-VANIZ, Grantors, do hereby convey and forever warrant unto W. LARRY SMITH-VANIZ, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lots 1, 2, 3, 4 and 20 in Countryside Subdivision, Madison County, Mississippi as per Plat Slide B-30 in the office of the Chancery Clerk of Madison County, Mississippi also a portion of Lots 7 and 8 of said subdivision described as follows to wit:

Begin at SW corner of Lot 2 Countryside Subdivision in Madison County, Mississippi and run northerly for 154.42 feet to the SE corner of Lot 3 of said subdivision, run thence Westerly along the South lines of Lots 3 and 4 of said subdivision for 360 feet to the SW corner of Lot 4 of said subdivision, run thence South to a point on the southern most line of Lot 8 of said subdivision, run thence Northeasterly along the Southern most line of said Lot 8 and the Southeasterly line of Lot 7 to the point of beginning, the subject property being a portion of Lots 7 and 8 of Countryside Subdivision, Madison County, Mississippi, as shown in Plat Slide B-30 in the office of the Chancery Clerk of Madison County, Mississippi.

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

1. County of Madison ad valorem taxes for the year 1984, which are liens, but are not yet due or payable and which shall be prorated as follows:
Grantor: ALL; Grantee: _____.

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

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

4. Easements for utilities as shown on the above referenced plat.

5. Protective Covenants dated December 4, 1978 and recorded in Book 450 at page 655 and as amended by Amendment to Protective Covenants dated September 11, 1980 and recorded in Book 475 at page 408 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

The subject property constitutes no part of the homestead interest of any of the Grantors.

WITNESS OUR SIGNATURES on this the 31ST day of December, 1984.

C. R. Montgomery
R. MONTGOMERY

Sam P. Smith-Vaniz
SAM P. SMITH-VANIZ

W. Larry Smith-Vaniz
W. LARRY SMITH-VANIZ

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named C. R. MONTGOMERY, SAM P. SMITH-VANIZ, W. LARRY SMITH-VANIZ, who stated and acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 31ST day of December, 1984.

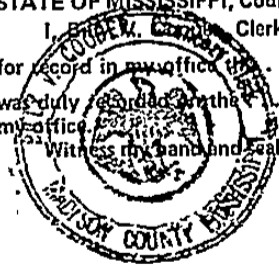
William R. Collins
NOTARY PUBLIC

MY COMMISSION EXPIRES:
July 28, 1985

Grantor:
458 Box 284
Canton, Ms 39046

Grantee:
Same

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 26 day of February, 1985, at 8:15 o'clock A. M., and was duly recorded on the FEB 28 1985 day of FEB 28 1985, 1985, Book No. 203 on Page 297 in my office. Witness my hand and seal of office, this the of 19.....



BILLY V. COOPER, Clerk
By B. V. Cooper 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, C. R. MONTGOMERY, SAM P. SMITH-VANIZ and W. LARRY SMITH-VANIZ, Grantors, do hereby convey and forever warrant unto C. R. MONTGOMERY, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lots 5, 6, 7, 8, 9, 18 and 19 in Countryside Subdivision, Madison County, Mississippi as shown on Plat Slide B-30 in the office of the Chancery Clerk of Madison County, Mississippi less and except a portion of Lots 7 and 8 described as follows to wit:

Begin at SW corner of Lot 2 Countryside Subdivision in Madison County, Mississippi and run northerly for 154.42 feet to the SE corner of Lot 3 of said subdivision, run thence Westerly along the South lines of Lots 3 and 4 of said subdivision for 360 feet to the SW corner of Lot 4 of said subdivision, run thence South to a point on the southern most line of Lot 8 of said subdivision, run thence Northeasterly along the Southern most line of said Lot 8 and the Southeasterly line of Lot 7 to the point of beginning, the subject property being a portion of Lots 7 and 8 of Countryside Subdivision, Madison County, Mississippi, as shown in Plat Slide B-30 in the office of the Chancery Clerk of Madison County, Mississippi.

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

1. County of Madison ad valorem taxes for the year 1984, which are liens, but are not yet due or payable and which shall be prorated as follows:
Grantor: ALL; Grantee: _____.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Easements for utilities as shown on the above referenced plat.
5. Protective Covenants dated December 4, 1978 and recorded in Book 450 at page 655 and as amended by Amendment to Protective Covenants dated September 11, 1980 and recorded in Book 475 at page 408 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

The subject property constitutes no part of the homestead interest of any of the Grantors.

WITNESS OUR SIGNATURES on this the 31ST day of December, 1984.

C.R. Montgomery
R. MONTGOMERY

Sam P. Smith-Vaniz
SAM P. SMITH-VANIZ

W. Larry Smith-Vaniz
W. LARRY SMITH-VANIZ

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named C. R. MONTGOMERY, SAM P. SMITH-VANIZ, W. LARRY SMITH-VANIZ, who stated and acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 31ST day of December, 1984.

William R. Collins
NOTARY PUBLIC

MY COMMISSION EXPIRES:

July 28, 1985

Grantor:

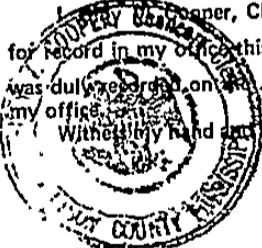
Grantee:

same

458. Box 284
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 26 day of February, 1985, at 8:15 o'clock a. M., and was duly recorded on the 26 day of FEB 28 1985, 1985, Book No 203 on Page 299 in my office.



FEB 28 1985, 19.....

BILLY V. COOPER, Clerk

By B. Wright, D.C.