Jackson (NS), MS

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BOOK 204 TALE 01

POWER OF ATTORNEY

BOOK 3074 MGE 466

The undersigned CREDITHRIFT of America, Inc., a Mississippi corporation, hereby appoints William P. Nix, its Attorney-in-Fact with authority to release and discharge mortgages, judgments, and other record liens by a written instrument signed by this corporation's name by William P. Nix, as Attorney-in-Fact for this corporation, and such release, when recorded as required by law, shall operate as a full discharge and satisfaction of said lien.

DATED this 21st day of February, 1985.

CREDITHRIFT of America, Inc.

Troy Goodwin, Vice President

ATTEST:

Thomas P. Gulley, Asst. Secretary

STATE OF INDIANA

SS:

COUNTY OF VANDERBURGH

Before me, the undersigned, a Notary Public within and for said county and state, came Troy Goodwin and Thomas P. Gulley, personally known to me and being thereunto duly authorized, whose names as Vice President and Asst. Secretary, respectively, of CREDITHRIFT of America, Inc., a Mississippi corporation, are signed to the foregoing writing, and acknowledged the execution of the foregoing instrument and the affixing thereto of the corporate seal of said corporation in my county aforesaid, to be the free, voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal this 21st day of February, 1985.

Judith G. Olson, Notary Public My Commission Expires: 1-9-87 Resident of Vanderburgh County, IN

THIS INSTRUMENT PREPARED BY WILLIAM A. ROTZIEN, ATTORNEY AT LAW, 601 N.W. SECOND STREET, EVANSVILLE, INDIANA

### BOOK 204 FAGE 02 QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned, LINDA W. ADCCCK, do hereby grant, bargain, sell, convey and quitclaim unto EUGENE ADCCCK, all of my right, title and interest in and to the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

> Starting at the Northeast corner of Section 5, Township
> 7 North, Range 2 East, and running South 0 degrees 47 minutes
> West along the section line 624.0 feet; thence running North
> 89 degrees 45 minutes West 631.7 feet to the West right of way line of a gravel road; thence running South 0 degrees 59 minutes East along the right of way line 199.5 feet to the minutes East along the right of way line 199.5 feet to the POINT OF BEGINNING of the tract surveyed; thence run South 8 degrees 56 minutes East along the right of way line 252.0 feet; thence run North 89 degrees 45 minutes West 372.66 feet; thence run North 0 degrees 47 minutes East 75.9 feet; thence run North 1 degree 58 minutes East 43.85 feet; thence run North 89 degrees 45 minutes West 372.62 feet; thence run North 1 degree 58 minutes East 129.0 feet; thence run south 89 degrees 45 minutes East 699.3 feet to the POINT OF BEGINNING.

The above described tract lies in the NE 1/4 of Section 5 Township 7 North, Range 2 East, Madison, Mississippi

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

Linda W Ideach

STATE OF MISSISSIPPI '

COUNTY OF THE Madican

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Linda W. Adcock, who acknowledged to me that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as her act and deed.

GIVEN under my hand and official seal of office, this the 15-th

ay of March, 1985.

Mannie MINISTER PLENT

My Commission Expires: 7/1/88

OF MISSISSIPPI, County of Madison:

Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certify that the within instrument was filed record in the Chancery Court of Said County, certified the

and seal of office, this the . . . . . of . . MAR .28. 1985. . . . . . , 19 . . . BILLY V. COOPER, Clerk

By M. Wught D.C.

### BOOK 204 FAGE 03

#### WARRANTY DEED

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2152

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, CHARLES E. CORNELIUS and wife, ANNETTE A. CORNELIUS

> Lot 1, Traceland North, Part IV, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet A, Page 170, reference to which is hereby made in and of and as a part of this description.

AS A PART OF THE CONSIDERATION above mentioned, the Grantee herein agrees to assume that certain indebtedness in favor of CAMERON-BROWN SOUTH, INC., and secured by a Deed of Trust on file and of record in the office of the Chancery Clerk. of Madison County at Canton, Mississippi in Deed of Trust Book 460 at Page 699, beginning with the April 1, 1985 payment.

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

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reservations applicable to the above described property. WITNESS the respective hand and signature of the undersigned grantors hereto affixed on this the 95 day of , 19<u>85</u> -STATE OF THIS ISSISSIPPLE COUNTY OF Airca PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, CHARLES E. CORNELIUS and wife, ANNETTE A. CORNELIUS 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 My Commission Expires: 17 to to the Oct. 26, 1996 Grantor's Address: 15995 N. Barker's Landing Houston, Texas •77079 Grantee's Address: 135 Twin Oaks Drive Madison, MS 39110

By De Wuxit D.C.

MISSISSIPPI, County of Madison:

coper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed coper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed coper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed coper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed coper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed coper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed coper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed coper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed coper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed coper, at 7.1 % So clock coper, and the Chancery Court of Said County, certify that the within instrument was filed coper, at 7.1 % So clock coper, at 7.1 %

2155

🏎 STATE OF MISSISSIPPI COUNTY OF MADISON

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 expressly acknowledged, I, J. MICHAEL AINSWORTH, whose address is: 904 B, Glastonbury Circle, Jackson, MS. 39211 do hereby grant, bargain, sell, convey and warrant unto W. BOYCE CRAIG, 2033 Tidewater Lane, Madison, MS 39110, the following described property situated and being in the Town of Ridgeland, County of Madison, State of Mississippi, to-wit:

> LOT 231-C, VILLAGE SQUARE SUBDIVISION, PART III, a subdivision in Madison County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County in Plat Cabinet B, Slot 39, reference to which map or plat is hereby made in aid of and as a part of this made in aid of and as a part of this description.

This conveyance is subject to a five (5) foot easement for utilities and drainage.

This conveyance is also subject to the prior reservation and/or sales of any minerals situated in, on and under subject land; and, further subject to all public utility easements, servitudes and rights of way affecting subject property.

Taxes for the current year shall be prorated as of the date of this instrument on an estimated basis.

WITNESS my signature (s), this the May of March, 1985.

STATE\_OF MISSISSIPPI.

PERSONALLY appeared before me, the undersigned authority, in and for the county and state aforesaid, the within named, J: MICKAEL/AINSWORTH, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

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

Commission Expires

NOTARY PUBLIC

QE MISSISSIPPI, County of Madison:

ded on the . . . . . day of . MAR 2.8. 1985 . . . . . , 19. . . . , Book No 20.7. on Page . 0.5 . in

BILLY V. COOPER, Clerk

By Du Wright D.C.

**LSTZ** 

#### -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, the undersigned BRYAN HOMES, INC. of 1553 County Line Rd., Jackson, NS 39211, does hereby sell, convey and warrant unto C. DALE TOLLEY and wife, CONNIE B. TOLLEY of 219 Timbermill Dr., Madison, MS 39110, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in the County of Madison, State of Mississippi, to-wit:

> Lot 141, Stonegate V (Revised)
> a subdivision according to the map or plat
> thereof on file and of record in the office
> of the Chancery Clerk of Madison County at
> Canton Mississippi in Plat Cabinet "B",
> Slide 64, reference to which map or plat
> is here made in aid of and as a part of this
> description description.

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

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

·WITNESS THE SIGNATURES of the Grantors, this the 19th day of

19 85. March,

BRYAN HOMES, JINC.

STATE OF MISSISSIPPI

COUNTY OF "HINDS

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

GIVEN UNDER MY HAND and official seal of office on this the 19th day of March 19 85. My Commission Expires

Trees for

BILLY V. COOPER, Clerk

### SPECIAL COMMISSIONER'S DEED

By virtue of the authority conferred upon me, SPECIAL COMMISSIONER, by a JUDGMENT of the Chancery Court of Madison County, Mississippi, rendered on the 22nd day of March, 1985, confirming a sale made on the 8th day of March, 1985, in pursuance of a JUDGMENT of said Court rendered on February 1, 1985, I, as SPECIAL COMMISSIONER, in consideration of \$3,000.00, convey to Earnest Fortenberry, the purchaser thereof, the following land, to wit:

A lot or parcel of land fronting 79.6 feet on the west side of Third Avenue and being all of Lot 69, Rosebud Park Subdivision, Part 2, in the SE4 SW4 of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi.

The above described property is conveyed subject to the lien of current ad valorem taxes, zoning regulations, restrictive covenants, easements and other liens and encumbrances of record, including specifically the lien of a certain Deed of Trust from C. W. Sims and wife, Katie Mae Sims, to Mid-State Mortgage Company dated October 2, 1976, to secure an indebtedness in the principal sum of \$25,150.00, which Deed of Trust is recorded in Book 423, Page 275 of the records in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, and which, on April 1, 1981, was assigned to Deposit Guaranty Mortgage Company of Jackson, Mississippi, by instrument recorded in Book 485, Page 202 of the records in the office of the Chancery Clerk in Canton, Madison County, Mississippi.

Except as stated above, title to the property is believed to be good, but I convey only such title as is vested in me as SPECIAL COMMISSIONER.

IN WITNESS WHEREOF, I have executed the foregoing Deed on this, March 22, 1985.

BILLY V. COOPER, SPECIAL COMMISSIONER

STATE OF MISSISSIPPI COUNTY OF HINDS

M. A. M.

Personally appeared before me the undersigned authority, in

. **. 5** it.

and for the aforesaid County and State, the within named BILLY V. COOPER, SPECIAL COMMISSIONER, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal on this 22 day of March,

J. Pasberry CTRCHT CLERK By EMaddy DC.

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· **	STATE OF MISSISSI	ippl, County of Madison:  per: Clerk of the Chancery Court of Said County, certify that the vice this	Title I - semi-mont sinc filed
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BOOK 204 FACE 09

RELEASE FROM DELINQUENT TAX SALE INDEXED (INDIVIDUAL)

DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON

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being	the amount necessary to redeem the following described land in s	SEC	TWP	RANGE	ACRES
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taxe	s thereon for the year 19 3, do hereby release said land from all cl	am or title o	or said pur	cnaser on acci	Juli di Sala Sale
, IN	WITNESS WHEREOF, I have hereunto set my signature and the seal	of said office	ce on this t	lhe	day o
	Mach 19 85 Billy V. Cooper, Chan	cyty Clerk	1		
(SE	AL) By 🔀	1	2 <i>[[L</i>	Leg	D.C.
•	STATEMENT OF TAXES AND C			<i>D.</i>	
					\$ 76.0
<b>{1}</b>	State and County Tax Sold for (Exclusive of damages, penalties, fees)	_		··-	\$ 6.0%
(2)	Interest			·	s /,-5=
(3)	Tax Collector's 2% Damages (House Bill No. 14, Session 1932)				_3
<b>{4</b> }	Tax Collector Advertising Selling each separate described subdivision a			roii.	- 129
	S1,00 plus 25cents for each separate described subdivision			<del></del> _	_\$ <i>{*&amp;</i>
(5)	Printer's Fee for Advertising each separate subdivision		51.00 (	each	_s <i><del>/*.5</del></i> %
(6)	Clerk's Fee for recording 10cents and indexing 15cents each subdivision	. Total 25ce	nts each su	bdivision	
(7)	· Tax CollectorFor each conveyance of lands sold to indivisduals S1 00				_s <i>_f_OC</i>
(8)	TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR _			•	_s <i>_90.6</i> _
(9)	5% Damages on TAXES ONLY. (See Item 1)			····	_s <i>2_80</i>
(10)	1% Damages per month or fraction on 19 Staxes and costs (Item 8	Taxes and			- ار سر
	costs only @ Months			,	_s <u>حروب</u>
(11)	Fee for recording redemption 25cents each subdivision				_s <i>_/.00</i>
J(19)	Fee for indexing redemption 15cents for each separate subdivision		•		_s <i>ംക</i> മ
	Fee for executing release on redemption				_s <i>_/.o.Q</i>
(24)	Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bi	II No. 457.).	. <u> </u>		s
	Fee for issuing Notice to Owner, each			_S2 00	s̀
(15)	Fee Notice to Lienors @ \$2.50 each			<u>-</u>	_s <u>-'</u> `
(16)	Fee for mailing Notice to Owner			\$1,00	_ s
(17)	Sheriff's fee for executing Notice on Owner if Resident			-	_ s
(18)	Sheriff's fee for executing Notice on Owner it resident		TO	TAL	s/02.4
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(19)	1% on Total for Clerk to Redeem				103.11
(20)	GRAND TOTAL TO REDEEM from sale covering 19 53 taxes and to	bay accinto	taxes as	1 Piliz	- 10 2 5 0 1
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Exc	ess bid at tax sale \$	m ~		Cao	203.47
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-1 ST	ATE OF MISSISSIPPI, County of Madison:				
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	- Ward while de day of March	19.05	at . 🧸	o'clock جيمياج	<i>β</i> ,Μ.,
~ /	day of MAR 28 toor	, 19	, Boo	k No. 2 <i>0</i> .4	on Page . <i>D.</i> 9.
$\mathbf{Z}_{\mathbf{A}^{a}}^{\mathbf{A}^{a}}$	day ofMAR.28.1985	MAR 30	1985		
["]	with his my hand and seal of office, this the of			, 19	
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	OUTSTY DAY.	* * * * * * * * * * * * * * * * * * * *			•

# BOOK 204 PACE 10

INDEXED,

2165

(INDIVIDUAL) DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON 7280

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from DOLLARS (S./// ACRES TWP RANGE SEC. taxes thereon for the year 19\_82do hereby release said land from all claim or title of said purchaser on account of said sale. IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the \_ Billy V. Cooper, Chancery Ger Ву. STATEMENT OF TAXES AND CHARGES 22.43 (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) Tax Collector Advertising ---Selling each separate described subdivision as set out on assessment roll. \$1.00 plus 25cents for each separate described subdivision (5) Printer's Fee for Advertising each separate subdivision (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision 400 (7). Tax Collector-For each conveyance of lands sold to indivisduals \$1.00 (8) - TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR (9) 5% Damages on TAXES ONLY. (See Item 1). (10) 1% Damages per month or fraction on 19 &Zaaxes and costs (Item 8 -- Taxes and 18 Months [11] Fee for recording redemption 25cents each subdivision. (12) Fee for indexing redemption, 15cents for each separate subdivision (13) Fee for executing release on redemption [14] Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) (15) Fee for issuing Notice to Owner, each. (17) Fee for mailing Notice to Owner\_ (18) Sheriff's fee for executing Notice on Owner if Resident TOTAL Excess bid at tax sale S 🛂 MISSISSIPPL County of Madison: coper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed BILLY V. COOPER, Clerk

BOOK 204 FACE 11

96 PACE 690 800K

INDEXED

IN THE CHANCERY COURT OF MADISON COUNTY

2360

STATE OF MISSISSIPPI

EVA WILDIAMS, ET AL

vs.

u,ce MARGARET NICHOLS, ET AL

PLAINTIFFS

CIVIL ACTION FILE NO. 27-144

DEFENDANTS

FINAL JUDGMENT QUIETING TITLE, CANCELING AND REMOVING CLOUD

This day this cause having come on for hearing on the Complaint to Quiet Title, Cancel and Remove Cloud, filed herein by Eva Williams, Wiliean Williams, Arthur Williams, John B. Dixon, Jr., and Theodore S. Waldrom, and the Court having heard and considered the matter, hereby finds as follows:

- 1. That Plaintiffs are all adult resident citizens of Madison County, State of Mississippi. That the Defendant, Margaret Nichols, is an adult resident citizen of the State of Illinois, a non-resident of the State of Mississippi, whose post office, post office and street address is Box 3373, Oak Park, Illinois, 60303. That any and all unknown heirs at law of Tommie Preston are not to be found in the State of Mississippi on diligent inquiry and their post office and post office addresses were unknown to Plaintiffs. That Plaintiffs alleged, under oath, that the addresses were not attainable.
- 2. That Plaintiffs are owners of certain real property situated in Madison County, State of Mississippi, which was more particularly identified by metes and bounds description in the Complaint filed . herein. That the property was further identified as all real property owned by Levella Henderson in Madison County, Mississippi, at the time of her death, on or about February 10, 1982.
  - 3. That Plaintiffs deraigned their title to the subject property in the Complaint filed herein.
  - That on the 10th day of February, 1982, Levella Scott (Henderson), departed this life and Plaintiffs Eva Williams, Virdella Haywoods, and Wiliean Williams, her sisters, administered the estate of Levella Scott (Henderson), with a Final Judgment being rendered in

...5 A

in that cause, Civil Action File No. 26-179, on the 4th day of March, 1983, which adjudicated that the parties aforesaid were the sole and only heirs at law of Levella Henderson at the time of her death and that none of them were under any legal disability and which further adjudicated that the property of Levella Henderson should be distributed to Eva Williams, Virdella Haywoods, and Williams as her sole and only heirs at law.

- 5. Subsequent thereto, Virdella Haywoods departed this life, leaving a will which was probated in Civil Action File No. 26-592 in the Chancery Court of Madison County, Mississippi in a case styled "IN THE MATTER OF THE ESTATE OF VIRDELLA HAYWOODS, DECEASED". That the Last Will and Testament, which was duly admitted to probate provided that Eva Williams, the sister of Virdella Haywoods take all property owned by Virdella Haywoods at the time of her death. That on the 29th day of December, 1983, this Court rendered its judgment discharging Eva Williams as Executrix of the estate of decedant, Virdella Haywoods.
- 6. Prior to the death of Virdella Haywoods and on or about the 2nd day of May, 1983, Plaintiffs John B. Dixon, Jr. and Theodore S. Waldrom received title to a certain tract of land by virtue of a Warranty Deed executed by Eva Williams, Virdella Haywoods, and Willeam Williams, all of whom are heirs at law of Levella Scott Henderson, which deed is recorded in Book 187 at Page 295 of the land records of Madison County, Mississippi. That a true and correct copy of the Warranty Deed was attached to the Complaint as Exhibit. A and incorporated therein by reference.
- 7. That subsequently, on or about the 15th day of October, 1982, the Defendant, Margaret Nichols petitioned this Court by Motion for Letters of Administration upon the estate of Tommie Preston, deceased. That in said Motion, the Defendant recitted that she was the daughter and sole surviving heir of Tommie Preston and that she was a resident of Oak Park, Illinois. That Defendant Nichols, so far as Plaintiffs who wand believe was never acknowledged by Tommie Preston to be his

...5 a.

BOOK 204 FACE 13 BOOK 96 FACE J92

Daughter; that there has never been an adjudication of paternity or legitimacy before the death of Tommie Preston, and there has never been an heirship proceeding under Sections 91-1-27 and 91-1-29 of the Mississippi Code of 1972, whereby Margaret Elaine Nichols, Defendant, would have been determined to be an heir at law of Tommie

- 8. That on or about the 21st day of February, 1984, a Warranty Deed was file in Book 194 at Page 179 of the land records of Madison County, Mississippi executed by Defendant, Margaret Nichols, as Administratrix of the estate of Tommie Preston, to Margaret Nichols, individually. That this deed constitutes a cloud upon the title of Plaintiffs.
- 9. That process upon Defendant, Margaret Nichols, and Defendant "any and all unknown heirs at law of Tommie Preston, deceased" was duly served by publication of a summons in the Madison County Herald, a newspaper of general circulation within Madison County, Mississippi. The dates of publication of said summons were November 15, November 22, and November 29, 1984; that more than 51 days have now elapsed since the date of the date of the first publication of said summons, and no answer or other pleading has been filed herein by any Defendant so summoned. That proof of publication of those summons are filed in this cause.

That the Clerk of the Chancery Court of Madison County, Mississippi, forwarded by United States Mail a copy of the complaint filed herein, together with a summons, to Defendant Margaret Nichols, a non-resident of the State of Mississippi to her, at her last known post office and street address of Box 3373, Oak Park, Illinois, 60303, and proof of such mailing is filed in this cause.

10. That default has heretofore been entered by the Clerk of this Court upon application made by Plaintiff; that no answer or other pleading has been filed in this cause by any party since such entry of default.

IT IS THEREFORE ORDERED AND ADJUDGED that Plaintiffs, Eva Williams and Arthur Williams be, and they hereby are, adjudicated to be the

96 ...... 693 BOOK 204 FAGE 14 BOO'

owners in fee simple of that certain 42.1 acre tract of land more particularly described as:

Beginning at an iron pipe marking the SE corner of the west 1/2 of the NW 1/4 of the SW 1/4 of Section 9, Township 7 North, Range 1 East; run north 0°27' east 562.2 feet to the SE corner of the Curtis Entrekin property (see Deed Book 150, Page 553, records of Madison County, Mississippi); thence north 1°52' west 21.0 feet to an iron pin at the SW corner of a 1.0 acre tract; thence north 89°30' east 209.2 feet to an iron pin at the SE corner of said 1.0 acre tract; thence south 73.0 feet to an iron pin at the SW corner of a 4.0 acre tract; thence north 89°30' east 368.0 feet along the south side of said 4.0 acre tract to an iron pin; thence north 89°05' east 1401.4 feet to an iron pin in a fence; thence south 401.8 feet to an iron pin in a fence; thence south 0°19' west 178.2 feet along said fence to an iron pin; thence south 89°40' west 668.0 feet to an iron pin; thence south 89°40' west 668.0 feet to an iron pin; thence south 89°40' west 668.0 feet to an iron pin; thence south 89°50' west 1190.0 feet to an iron pin; thence south 89°50' west 526.0 feet along a fence to a point in the center line of a small creek, said point being the SW corner of the John B. Dixon, Jr.-Theodore S. Waldrom 10.03 acre tract; thence north 72°50' east 146.99 feet along center line of said creek; thence north 64°03' east 51.24 feet along center line of said creek; thence north 85°11' east 248.86 feet along center line of said creek; thence north 26°02' east 208.86 feet along center line of said creek; thence north 26°02' east 208.86 feet along center line of said creek; thence north 208.85 feet to the NE corner of said Dixon-Waldrom tract; thence west 1182.0 feet to the NW corner of said tract; thence north 3°04' west 398.0 feet along a fence to the Point of beginning, containing 42.1 acres in the SW 1/4 of Section 9, Township 7 North, Range 1 East, Madison County, Mississippi. Mississippi.

IT IS FURTHER ORDERED AND ADJUDGED, that Plaintiff, Wiliean Williams be, and she hereby is, adjudicated to be the owner in fee simple of that certain 21.047 acre tract of land more particularly described as:

Commencing at an iron pin at the SE corner of the .
east 1/2 of NE 1/4 of the SW 1/4 of Section 9, Township 7 North, Range 1 East, thence north 0°19' east
178.2 feet along a fence to an iron pin and the point
of beginning for the 21.047 acre tract herein described;
run thence south 89°05' west 1401.4 feet to an iron pin;
thence north 401.8 feet to an iron pin in a fence; thence
north 89°30' east 908.0 feet along said fence to an iron
pin; thence north 697.6 feet along a fence to an eastwest fence; thence north 89°30' east 504.7 feet along
said fence to a fence corner; thence south 0°19' west
1110.1 feet along a fence to the point of beginning,
containing 21.047 acres in the SW 1/4 of Section 9, Township 7 North, Range 1 East, Madison County, Mississippi.

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## BOOK 204 FACE 15 BOOK - 96 FACE 694

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IT IS FURTHER ORDERED AND ADJUDGED that John B. Dixon, Jr. and Theodore S. Waldrom, be, and they hereby are, adjudicated to be the fee simple owners of that certian 10.03 acre tract of land more particularly described as:

Beginning at the SE corner of Lot 6 of Section 9, Township 7 North, Range 1 East of Madison County, Mississippi; thence run north 04°09' west for 70.00 feet, thence run north 89°50' east for 1182.00 feet; thence run south for 218.85 feet to a point in a drainage ditch; thence follow along said ditch for the following bearings and distances: south 26°02' west for 208.64 feet; north 82°40' west for 515.47 feet; south 85°11' west for 248.86 feet; south 69°39' west for 118.98 feet; south 64°03' west for 51.24 feet; south 72°50' west for 146.99 feet to an existing fence; thence run north 04°09' west along said fence for 396.35 feet to the point of beginning, containing 10.03 acres, more or less, and situated in the SW 1/4 of Section 9, Township 7 North, Range 1 East, Madison County, Mississippi.

IT IS FURTHER ORDERED AND ADJUDGED that the clouds on title to the respective Plaintiffs' property, comprised of any and all claims asserted by or on behalf of the Defendants, Margaret Nichols, and any and all unknown heirs at law of Tommie Preston, deceased, be, and they hereby are, extinguished and held for naught, and Plaintiffs shall hereafter be possessed with the absolute right of quiet use, enjoyment, possession, and title to said lands respectively.

IT IS FURTHER ORDERED AND ADJUDGED that the Clerk of this Court be, and is hereby ordered and directed to record of record in the land records of his office this judgment, the same as if it were a deed of conveyance.

SO ORDERED AND ADJUDGED, this the day of February, 1985.

Say 7. All Symbols

VCHANCELLOR

.5 a.

#### TAX DEED

STATE OF MISSISSIPPI CITY OF RIDGELAND COUNTY OF MADISON

BE IT KNOWN, That MARCELLA CANNON, City Clerk and Tax Assessor/Collector of said City of Ridgeland, County of Madison, did on the 20th day of September, A.D., 1982, according to law, sell the following described land situated in said City and County and assessed to POWELL, JOSEPH and PORTIA V., to-wit:

Approximately 3½A out Lots 4 &5 Mathews Est in SE\SE\ZE Bk 173-42 S-18 T-07N R-02E Parcel 840-7

for taxes assessed thereon for the year A.D., 1981, when J. ELTON MOORE became the best bidder, therefore, at and for the sum of Forty Dollars and 41/100----- ( \$40.41 ); and the same not having been redeemed, I, therefore, sell and convey said land to the said J. ELTON MOORE.

GIVEN UNDER MY HAND, the 14 day of March, 1985.

ASSESSOR/COLLECTOR CITY OF RIDGELAND, MADISON COUNTY,

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, the within named MARCELLA CANNON, CITY CLERK AND TAX ASSESSOR/COLLECTOR, City of Ridgeland, Madison County, Mississippi, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of March, 1985.

Mic Lou- Morgan

My Commission Expires

-4 A.

SISSIPPI, County of Madison: d on the . . . . day of . MAR 28 1985 . . . . 19. . . . . Book No. 20 4 on Page . / 6 . . . in 

By M. Wayet

... D.C. -

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2372 NOEXED

WHEREAS, by warranty deed dated July 15, 1979, filed for record October 30, 1979, and recorded in Book 165 at Page 690 of the records of the Chancery Clerk of Madison County, Mississippi, ROSS R. BARNETT, PEARL CRAWFORD BARNETT and ROSS R. BARNETT, JR., conveyed certain property described therein unto TREASURE COVE DEVELOPMENT CO., LTD.; and

WHEREAS, there was an error in the description contained in the atoresaid deed, and the parties concerned desire to correct same;

NOW, THEREFORE, for and in consideration of the premises, we, ROSS R. BARNETT, JR., individually, and ROSS R. BARNETT, JR., as Conservator of the estate and person of ROSS R. BARNETT, SR., and VIRGINIA BARNETT BRANUM do hereby convey and warrant unto TREASURE COVE DEVELOPMENT CO., LTD., the following described property lying and being situated in the City of Madison, County of Madison, State of Mississippi, to-wit:

Commence at the southwest corner of the Southeast Quarter (SE%) of Section 21, Township 7 North, Range 2 East, Madison County, Mississippi, said corner being the southwest corner of Tide Water, Part 1, 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 Cabinet B, Slide 54, reference to which is hereby made in aid of and as a part of this description; run thence north 00 degrees 56 minutes 30 seconds west and along the west line of said Tide Water, Part 1 for a distance of 225.00 feet to the southwest corner of Lot 55, of said Tidewater, Part 1, said point being the point of beginning for the description of a parcel of property described as follows:

Run thence northwesterly and along a curve to the right having a central angle of 38 degrees 38 minutes 10 seconds and a radius of 996.88 feet, for an arc distance of 672.22 feet (chord bearing and distance, north 71 degrees 39 minutes 17 seconds west, 659.56 feet) to the point of tangency of said curve; run thence north 52 degrees 20 minutes 06 seconds west for a distance of 356.20 feet to the point of curvature of a curve to the left having a central angle of 34 degrees 30 minutes 15 seconds and a radius of 1329.61 feet; run thence northwesterly and along said curve to the left for an arc distance of 800.71 feet (chord bearing and distance, north 69 degrees 35 minutes 14 seconds west, 788.66 feet) to the point of tangency of said curve; run thence

north 86 degrees 50 minutes 35 seconds west for a distance of 770.0 feet to a point on the east right-of-way line of Old Canton Road as said road is now (December, 1984) laid out and established, reference to which is hereby made in aid of and as a part of this description; run thence southerly and along said east right-of-way line for a distance of 60.00 feet to a point; run thence south 86 degrees 50 minutes 35 seconds east for a distance of 770.0 feet to the point of curvature of a curve to the right having a central angle of 34 degrees 30 minutes 15 seconds and a radius of 1269.61 feet; run thence southeasterly and along said curve to the right for an arc distance of 764.57 feet (chord bearing and distance, south 69 degrees 35 minutes 14 seconds east, 753.07 feet) to the point of tangency of said curve; run thence south 52 degrees 20 minutes 06 seconds east for a distance of 356.20 feet to the point of curvature of a curve to the left having a central angle of 38 degrees 38 minutes 10 seconds and a radius of 1056.88 feet; run thence southeasterly and along said curve for an arc distance of 712.68 feet (chord bearing and distance, south 71 degrees 39 minutes 17 seconds east, 699.26 feet) to the northwest corner of Lot 1 of said Tide Water, Part 1, run thence north 00 degrees 56 minutes 30 seconds west for a distance of 60.00 feet to the point of beginning.

The above described parcel of property is a strip of land 60 feet in width running from the west end of existing Tide Water Lane at the west line of said Tide Water, Part 1, to the east right-of-way line of Old Canton Road. This parcel of property is located in the Southwest Quarter (SW1) of Section 21, Township 7 North, Range 2 East, Madison County, Mississippi, and contains 45,733 square feet or 1.05 acres, more or less.

The grantee herein, Treasure Cove Development Co., Ltd., joins in this instrument to evidence its acceptance, consent and approval of the correction of said description.

WITNESS our signatures, this the \_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_, 1985.

APPROVED AND ACCEPTED:

TREASURE COVE DEVELOPMENT CO., LTD.

By: COX MANA George R. Gregory, Jr. General Partner

By: Brent L. Johnston General Partner

GRANTEE

Ross R. Barnett, Jr.

Ross R. Barnett, Jr.,
Conservator of the Estate
and Person of Ross R. Barnett

and Person of Ross R. Barnett, Sr.

Virginia Barnett Branum
GRANTORS

..4 2.

STATE OF MISSISSIPPI COUNTY OF HINDS ::::

PERSONALLY appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named ROSS R. BARNETT, JR., individually, and as Conservator of the Estate and person of Ross R. Barnett, Sr., who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal this, the day of March, 1985.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires Jan. 6, 1986

STATE OF NORTH CAROLINA COUNTY OF Buncombe

PERSONALLY appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named VIRGINIA BARNETT BRANUM, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

. GIVEN under my hand and official seal this, the

B. Gail Pressley

1st day of March, 1985.

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MY COMMISSION EXPIRES:

~9-9-85

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STATE OF MISSISSIPPI COUNTY OF HINDS::::

PERSONALLY appeared before me, the undersigned authority in and for the aforementioned jurisdiciton, the within named GEORGE H. GREGORY, JR., and BRENT L. JOHNSTON, personally known to me to be the General Partners of Treasure Cove Development Co., Ltd., a Mississippi Limited Partnership, who acknowledged to me that they signed and delivered the above and foregoing instrument on the day and year therein mentioned, for and on behalf of said Partnership, they being duly authorized so to do.

GIVEN under my hand and official seal this, the // th day of March , 1985.

Earline Suddeth

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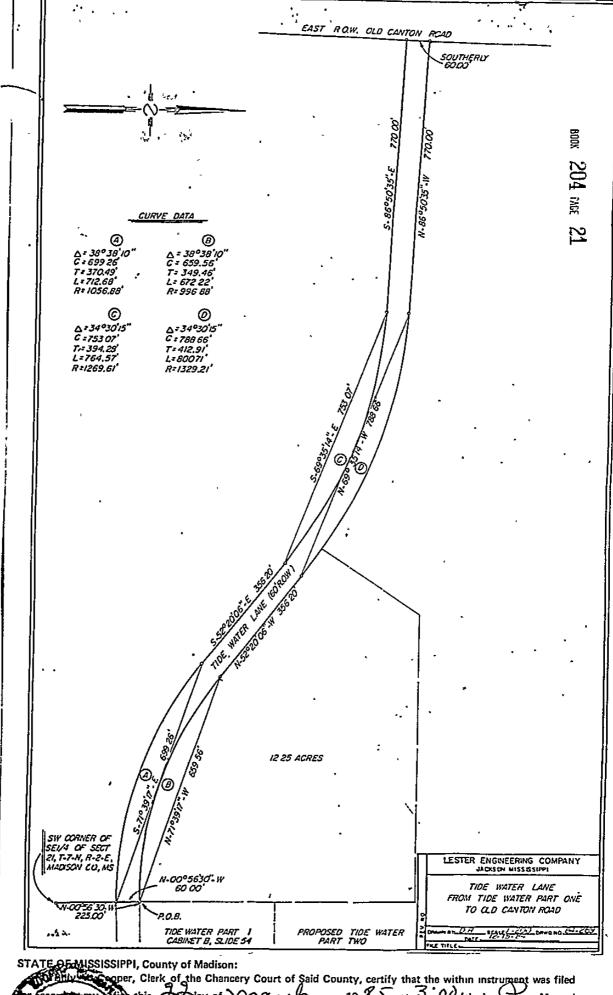
MY COMMISSION EXPIRES:

Lly Commission Explus May 24, 1988

ADDRESS OF GRANTORS: 315 Barnett Building, 200 South President Street, Jackson, MS 39201

ADDRESS OF GRANTEE: 1102 Woodfield Drive, P. O. Box 16611, Jackson, MS 39211

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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 which is hereby acknowledged, I, ONA MAE HARRIS, Grantor, do hereby convey and warrant unto PEOPLE'S UNDERTAKING COMPANY, INC., Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 162 feet on the east side of Stump Bridge Road, being 5 acres evenly off the west end of the Harris property in S 1/2 NW 1/4, Section 33, Township 10 North, Range 3 East, Madison County, Hississippi, as conveyed by deed recorded in Deed Book 137, Page 792 in the records of the Chancery Clerk of Madison County, Mississippi, and more particularly described as follows:

Beginning at a fence corner post marking the SW corner of the NW 1/4 of said Section 33 and run East along the existing fence for 1353.4 feet to a point; thence Nroth for 164.33 feet to a point on the north line of said Harris property; thence N 89° 54'W along said Harris north line for 485 feet to a point; thence N 89°58'W along said Harris north line for 787.8 feet to a point on the east line of said Stump Bridge Road; thence S 29°50'W along the east line of said road for 162 feet to a point; thence South for 25.1 feet to the point of beginning.

WITNESS MY SIGNATURE, this \_\_\_\_\_ day of March, 1985.

And Mil James
ONA MAE HARRIS

STATE OF MISSISSIPPI

COUNTY OF MADISON

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

ONA HAE HARRIS

day of March, 1985.

Leyna Male Lusling

MY COMMISSION EXPIRES:

GRANTOR'S ADDRESS: Ona Mae Harris 3635 Pulaski Street

Apt. 302 East Chicago, Ind. 46312 GRANTEE'S ADDRESS:
People's Undertaking Co., Inc
319 West North Street
Canton, Mississippi 39046

NOTARY PUBLICATE ECT TE TES

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STATE OF MISSISSIPPI COUNTY OF MADISON

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, JOHN C. MINNINGER and wife, BETTY J. MINNINGER, do hereby convey and warrant unto JOHN B. MINNINGER, all of our right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing one (1) acre, more or less, in the  $SE^{\frac{1}{4}}$  of Section 20, Township 8 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

more particularly described as follows:

Commence at an iron bar marking the Northwest corner of the SE½ of Section 20, and run South 0° 30" West, along the West boundary of the said SE½, 15.00 feet to an iron bar on the South right of way line of a county gravel road; run thence North 89° 46' 30" East along the South right of way line of said road, 1245.38 feet to an iron bar; run thence North 89° 54' East along the South right of way line of said road, 273.59 feet to an iron bar; run thence South 0° 28' 30" West, 2620.79 feet to an iron bar on the North right of way line of Gluckstadt Road and the FOINT OF BEGINNING of the property hereby conveyed; run thence South 89° 58' West along the North right of way line of said road, 100 feet to an iron bar; run thence North 89° 58' East, for a distance of 435.6 feet; run thence North 89° 58' East and parallel to the North right of way line of the Gluckstadt Road, for a distance of 100 feet; run thence South 00° 28' 30" West for a distance of 435.6 feet to the POINT OF BEGINNING, containing one (1) acre, more or less, lying in the Southeast corner of Tract 3 of the John A. Minninger property according to the plat of survey prepared by Case and Associates, Inc., dated April 28, 1977, and also described in that certain deed from John A. Minninger to John B. Minninger dated August 17, 1978, and recorded in Deed Book 157 at page 805 in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

WITNESS OUR SIGNATURES this the 22nd day of March, 1985.

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STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JOHN C. MINNINGER and wife, BETTY J. MINNINGER, who acknowledged to me that they did sign and deliver the foregoing instrument on the day and year therein mentioned, as and for their own act and deed.

GIVEN UNDER MY HAND and official seal this the 22nd day of March, 1985.

My Commission Expires:

August 19: 1987

BOOK 204 FACE 25 WARRANTY DEED

2178

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS AND THE STATE COOR and valuable (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, THELMA L. PARKER, DEBORAH PARKER KELLY, and MICHELLE PARKER, of Route 1, Box 160, Camden, Mississippi 39045, do hereby convey and warrant unto THOMAS HARPER, of 239 North Second Avenue, Canton, Mississippi 39046, the following described real property lying and being situated in Camden, Madison County, Mississippi, to-wit:

Approximately one acre of land in E 1/2 of NW 1/4 Section #26, T-11 N - R 4 E. Described as follows:

Begin at point of intersection of the East boundary of said E 1/2 of NW 1/4 and the South edge of pavement of local black top road as mentioned in Deed Book #110, P-453 in Madison County Land Records. And from said point run South 568' along fence line marking the East boundary of said E 1/2 of NW 1/4 Section #26-T11N-R4E, thence run N 88°W 120' along fence to northeast corner and point of beginning of the one acre being described, thence run South 209', thence run N 88°W 209', thence run North 209' to fence corner, thence run S 88°E 209' along fence line to point of beginning. The above described land is not in flood zone note access road is to be as shown on above plat.

WITNESS OUR SIGNATURES, this 2/5 day of March 1985.

STATE OF MISSISSIPPI COUNTY OF MADISON

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

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GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the ALL 200

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MISSISSIPPI

\_, 1985.

PMY COMMISSION EXPIRES:

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named DEBORAH PARKER KELLY, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her act and deed.

Liberth Parker Kelly
DEBORAH PARKER KELLY

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the

(SEAL) MY COMMISSION EXPIRES: STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the County and State aforesaid, the within named, MICHELLE PARKER, who acknowledged that she signed and delivered the foregoing instrument on the day and year therien mentioned as her act and deed.

Michelle Parker

CIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 2/54

CSEAU) WMY COMMISSION EXPIRES: William Million

STATE OF MISSISSIPPI, County of M Depart, Clerk of the for the my take this . 25, da	Chancery Court of Said County, certify that the within instrument was filed by of MAR 28 1985 19. 85, at 8:30 o'clock M., and y of MAR 28 1985 19, Book No. 20 You Page 25 in
wer bit searched on the da	e, this the of
	By to Winter D.C.

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BOOK 204 TAGE \$27

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, KARL F. ROEHRIG and Wife, FRANCES ELOISE ROEHRIG, do hereby convey and warrant unto DENNIS M. FORD, Trustee of THE ROEHRIG TRUST OF 1981, an undivided one-third interest in the following described land, located in Nadison County, Mississippi, and nore particularly described as follows:

A certain tract or parcel of land lying and being situated in the Southeast 1/4 of Section 15, Township 7 North, Range 1 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at an iron pin marking the southeast corner of Section 15, T7N, R1E, Madison
County, Mississippi, said iron pin being the
point of beginning of the property herein
described; thence south 88 degrees 57
minutes west for a distance of 2604.7 feet
to an iron pin; thence North 01 degrees 07
minutes west along the east right-of-way of
Mickory Road for a distance of 1326.2 feet
to an iron pin; thence north 89 degrees 08
minutes east for a distance of 2658.6 feet
to an iron pin; thence south 01 degrees 14
minutes west for a distance of 1318.9 feet
to the aforesaid point of beginning, containing 79.87 acres, more or less.

Said property described above, on record in Canton, Mississippi, is the South 1/2 of the Southeast 1/4 of Section 15, Township 7 North, Range 1 East, Madison County, Mississippi.

Ad valorem taxes for the current year shall be the liability of the Grantee.

WITNESS OUR SIGNATURES, this the 12Th day of February, 1985.

GRANTORS:

Karl F. Roehrig

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STATE OF TEXAS
COUNTY OF DALLAS

PERSONALLY APPEARED before me, the undersigned authority for the aforesaid jurisdiction, KARL F. ROEHRIG and Wife, FRANCES ELOISE ROEHRIG, who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the date and year therein mentioned.

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

Adres Burnett

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My Commission Expires:

March 28, 1987

GRANTEE:

Dennis N. Ford, Trustee THE ROEHRIG TRUST OF 1981 727 North President Street Jackson, Mississippi 39202 GRANTORS:

Karl F. Roehrig Frances E. Roehrig 3601 Greenbrier Drive Dallas, Texas 75225

STATE OF MISSISSIPPI, County	y of Madison:	
Billy Cooper, Clerk	of the Chancery Court of Said County, certify that the within instrument wa	as filed
man record in magnifice this.	=> day of [ ] A A L	M sno
was fully reconcled on the	day of MAR 28 1985, 19, Book No. 20.4, on Page .2.	7 i
AND THE PROPERTY OF THE PROPER		
and seat of	office, this the of MAR 28, 1985, 19	
	BILLY V. COOPER, Clerk	
CORRE	By. D. Waytet	., D.C
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INDEXED

BOOK 204 FACE 29

2192

STATE OF MISSISSIPPI COUNTY OF MADISON

#### WARRANTY DEED

For and in consideration of the price and sum of TEN

AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other

good and valuable consideration, the receipt and sufficiency wife, Jean H. Corbello of which is hereby acknowledged, WE, W. BRENT CORBELLO/ do and wife, Rhonda D. Downey with hereby sell, convey and warrant unto RICHARD DOWNEY, the improvements located on the following described property situated in Madison County, Mississippi, to-wit:

Lot 35 of TWIN HARBORS SUBDIVISION, PART 1, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at page 19.

Ad valorem taxes for the year 1985 are prorated and assumed by the Grantee herein.

The warranty of this conveyance is made subject to those certain restrictive and protective covenants dated September 6, 1968, and recorded in Book 363 at page 24 of the aforesaid records.

WITNESS MY SIGNATURE, this the 22 rulay of Mauch, 1985.

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STATE OF MISSISSIPPI

COUNTY OF MADISON

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

,...<u>\$</u> w.

# BOOK 204 FACE 30

and wife, Jean H. Corbello

W. BRENT CORBELLO, who acknowledged that he signed, executed
and delivered the above and foregoing instrument on the day
and year therein mentioned.

Given under my hand and official seal, this the Drul
day of Macco, 1985.

Office

NOTARY PUBLIC

(SEAL)

My commission, expines, 1988.

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: \_INDEXED FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned, RALPH E. RIVES, by these presents, does hereby sell, convey and warrant unto GEORGE B. GILMORE CO., the land and property which is situated in Madison County, Ms., described as follows, to-

Lot Three (3), 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 lot is one of the lots acquired by Grantor by Warranty Deed, dated February 7, 1985, Book 203 Page 85, and is no part of the homestead of the Grantor.

This conveyance and its warranty is subject to title exceptions, namely:

- All oil, gas, and mineral rights are outstanding.
- 20 foot easement along North side of lot as indicated by subdivision plat.
- 3. Restrictive covenants dated February 5, 1985, recorded Book 532 Page 13.
- 4. Ad valorem taxes for present year, which have prorated this date by estimation, and will be adjusted to actual when ascertained

WITNESS the hand and signature of the Grantor hereto affixed this the 20 4 day of March, 1985.

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 200 day of March, 1985.

My Comm. Expires: Ny Commission France Use 24, 1900

wit:

INDEXED

BOOK 204 FACE 32

2200

STATE OF MISSISSIPPI COUNTY OF MADISON

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, JOHN B. MINNINGER, a single person, do hereby convey and warrant unto JOHN C. MINNINGER and wife, BETTY J. MINNINGER, as joint tenants with the right of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land containing one (1) acre in the SE% of Section 20, Township 8 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

Commence at an iron bar marking the Northwest corner of the SE½ of Section 20, and run South 0° 28' 30" West along the West boundary of the said SE½, 15.0 feet to an iron bar on the South right of way line of a County gravel road; run thence North 89° 46' 30" East along the South right of way line of said road, 1245.38 feet to an iron bar; run thence North 89° 54' East along the South right of way line of said road, 273.59 feet to an iron bar; run thence South 0° 28' 30" West, 2238.69 feet to an iron pin and the point of beginning for the property herein described; run thence North 89° 31' 30" West, 114.0 feet to an iron pin; thence South 0° 28' 30" West, 383.11 feet to an iron pin on the North right of way line of Gluckstadt public road; thence North 89° 58' East, 114.0 feet along said North right of way line to an iron pin at the Southeast corner of Tract 3 of the John A. Minninger property as surveyed by Case and Associates, Inc., dated April 28, 1977; thence North 0° 28' 30" East, 382.1 feet along said East line of Tract 3 to the point of beginning, containing 1.0 acre in the SE½ of Section 20, Township 8 North, Range 2 East, Madison County, Mississippi
WITNESS MY SIGNATURE this the 25th day of March, 198

WITNESS MY SIGNATURE this the 25th day of March, 1985.

ANB Mininger

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BOOK 204 PAGE 33

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for said county and state, JOHN B. MINNINGER, who acknowleged to me that he did sign and deliver the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal this the 25th day of March, 1985.

My Commission Expires:

August 19, 1987

EMNDEXED

STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 204 FACE 34

2530

#### TRUSTEE'S DEED

WHEREAS, Laurence P. Heath executed a Deed of Trust to Bailey Mortgage Company, Beneficiary, R. Conner McAllister, Trustee, dated May 22, 1984, recorded in Book 535 at Page 653, 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 payament and said 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,

Trustee, pursuant to the provisions of said Deed of Trust, did on March 25, 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:

Lot 108, Village of Woodgreen, Part 2, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B at Slot 44, reference to which map or plat is hereby made in aid of and as a part of this description.

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 Madison County Herald, a weekly 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 February 28, 1985, and subsequent notices appeared March 7, 14, and 21, 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, Miss-

## BOOK 204 HAGE 35

issippi, on February 27, 1985, and everything necessary to be done was done to make and effect a good and lawful sale.

At said sale, Bailey Mortgage Company bid for said property in the amount of \$ 105,042,36 and this being the highest and best bid, said Bailey Mortgage Company was declared the successful bidder and the same was then and there struck off to said Bailey Mortgage Company.

NOW, THEREFORE, in consideration of the premises, and in consideration of the price and sum of \$ 105, 042.36 , cash in hand paid, receipt of which is hereby acknowledged, I, the undersigned Trustee, do hereby sell and convey unto Bailey Mortgage Company, 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 Trustee.

WITNESS MY SIGNATURE this the 25

CONNER MEALLISTER

STATE OF MISSISSIPPI

COUNTY OF THEEDS Ynalisa

Personally appeared before me, the undersigned authority in and for said County and State, the within named R. Conner McAllister, 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 23 day of March, 1985.

Madena Ce Clark.

NOTARY PUBLIC
MALIGUER DC

My Commission Expires:

1-4-88

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

Grantee's Address: P.O. Box 1389 Jackson, MS 39205

# MADISON COUNTY HERALD PROOF OF PUBLICATION

	THE STATE OF MISSISSIPPI,
PASTE PROOF HERE	MADISON COUNTY.
	MADISON COOKIT.
STATE OF MISSISSIPPI "	Personally appeared before me
TRUSTRE'S NOTICE OF SALE	
WHEREAS, LAUTENCE P.	Unlit of lumber
Heath executed a Deed of Trust	
to R Conner McAllister, Trustee	a Noticy Public in and for Madison County, Mississippi, BRUCE HILL, who being duly sworn
lor Bailey Mortgage Company. Jackson, Mississippi, under date	says that he is the Publisher of the MADISON
of May 22, 1964, recorded in Book	COUNTY HERALD, and that such is a newspaper
535 at Page 432 of the records in	within the meaning of the statute, published weekly
ine office of the Chancery Clerk	in Centon, Medison County, Mississippil, and having
of Madison County of Conton, Mississippi, and,	a peneral circulation in the City of Canton and
WHEREAS, default having	Madison County, Mississippi, and that the notice, a true copy of which is hereto attached, appeared in
WHEREAS, default having been made in the performance	the Issues of said
of the conditions and slipulations	<i>a</i>
as set forth by said Dred of Trust. and having been requested so to	newspaper,times as follows:
deby Belley Merigage Company.	Q3 7670 64-
the tegal holder of the in	VOL 93 NO DATE 1. Z8 16 85
debtedness secured and	<b>a</b> .
idescribed by said Deed of Trust, notice is hereby given that I. R.	VOL. 93 NO. DATE Thu 7 19 85
Conner McAllister, Trustee, by	VOL. 7 NO DATE 77 19 22
virtue of the authority conferred	<i>a</i> 2 - 1 - 1
lupon me in said Deed of Trust. Lwitt effer for sale and will self at	VOL. 72 NO DATE ALL 15 80
spublic sale and autory to the	
· highest and best bidder for cash,	92
thetween the hours of 11:00	VOL. NO. DATE The Z/ 10 13
priciota A.M. and 4,00 ereteck	
trance of the County Courthouse	
at Madison County, Mississippi,	VOL NO DATE, 10
on the 25th day of March, 1985, the fellowing described land and	_
toroperty, being the same land	Number Words 320
properly, being the same land and preperly described in the said Deed of Trust situated in	Humber Words
said Deed of Trust situated in	1
Madison County, \$1410 of Mississippi, to will	Published Torres
Lat 108, Village of Woodgreen,	
Part 2, a subdivision according to	4800
the map or plat thereof which it on file and of record in the effice	Printer's Fee 3 70.00
of the Chancery Clerk of Madison	· · · · · · · · · · · · · · · · · · ·
County at Centers, Mississippi, in Plat Cabinet B at Sist 44,	Making Proof S /. O O
reference to which map or plat is	11001 V
hereby made in ald of and as a	09
part of this description.	Total \$ 17.00
Title to said property is believed to be seed, but I will	•
convey boly such tills as is vested	Afflant further states that said newspaper has
, in me as Trusles,	been established for at least twelve months next
WITNESS MY SIGNATURE	prior to the first publication of said notice.
1985.	161 1120
R. CONNER MEALLISTER	(Signed) Ruce Sell
R, COHNER MCALLISTER	
Jackson, MS 39201 g	Publisher
Telephone: 949 5749	
Posted, February 27, 1985	Sworn to and subscribed below me the Zlak
Feb 26. Mar. 7. 14. 21. 1105	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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	Notary Cubin

 GRAMION'S ADURESS <u>205 LAKE. HARBOR</u> Rd GRANTE'S ADDRESS <u>\$20 Pine Knull</u>

State of

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and Wo/100ths Dollars (\$10.00), cash in hand raid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, WE, MELODY COLLINS SMITH (formerly Melody Collins) and her husband, BILLY N. SMITH do hereby sell, convey and warrant unto TERRY L. REGEL and wife, PATRICIA

as joint tenants with full right of survivorship and not as tenants REGEL

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

Lot 7 of COUNTRY CLUB WOODS SUBDIVISION, Part II
a subdivision according to the map or plat thereof on file
and record in the office of the Chancery Clerk of Madison County at Canton , Mississippi, in Plat Book 6 at Page 8 , reference to which map or plat is hereby made in aid of and as a part of this description.

Billy N. Smith joins in this conveyance to convey his homestead rights in the subject property.

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

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

WITNESS OUR SIGNATURES, this the 15th day of March , 1985.
Melali Ollin Anach
Breed & Smith
BILLY N. SMITH
STATE OF MISSISSIPPI
COUNTY OF HINDS
Personally came and appeared before me the undersigned authority duly authorized by law to take acknowledgements in and for said County and State, the within named Melody Collins Smith and Billy N. Smith
who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day in the year therein mentioned.
GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 15th day of March
198 5
My Commission Expires: 9-16-85
A Comment of the Comm

Med on the . . . . day of . . MAR 28. 1985 . . . . 19. . . . . Book No. 204 on Page . 3 7 . . in

By M. Wrigh

MISSISSIPPI, County of Madison:

REXE THOUSE

STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 204 FAGE 38

### WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, SAM WAGGENER, Route 11, Box 38527, Mobile, Alabama 36609, do hereby sell, convey and warrant unto MARTIN C. VAUGHN and wife, FAITH T. VAUGHN, as joint tenants with right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Misisssippi, to-vit:

The following described real property lying and being situated in Madison County, Mississippi, and more particularly described as follows:

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

Commence at the apparent Southeast corner of Section 35, Township 8
North, Range 2 East, Madison County, Mississippi, and run West for a distance of 2,711.82 feet; thence North for a distance of 445.66 feet; thence North for a distance of 45.66 feet; thence North 00 degrees, 03 minutes, 13 seconds East for a distance of 970.95 feet along the western most right-of-way line of a county road to the POINT OF BEGINNING of Parcel No. 5; thence North 00 degrees, 03 minutes, 13 seconds East along said right-of-way line for a distance of 619.35 feet; thence East for a distance of 1,393.09 feet; thence South 00 degrees, 05 minutes, 21 seconds West for a distance of 619.36; thence West for a distance of 1,392.70 feet to the POINT OF BEGINNING of Parcel No. 5.

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

#### LESS AND EXCEPT:

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

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

The herein described Tract No. 1, contains 5.00 acres, more or less, LESS AND EXCEPT a 30-foot private easement described as follows:

Commence at the hereinbefore described POINT.OF BEGINNING of Tract No. 1 and run North 00 degrees, 03 minutes, 13 seconds East for a distance of 1.00 foot to the POINT OF BEGINNING of the Private Easement herein described; thence North 00 degrees, 03 minutes, 13 seconds East for a distance of 30 feet; thence East for a distance of 351.66 feet; thence South 00 degrees, 03 minutes, 13 seconds West for a distance of 30 feet; thence West for a distance of 351.66 feet; thence West for a distance of 351.66 feet to the POINT OF BEGINNING of the Private Easement herein described.

LESS AND EXCEPT:

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

State State Comments

Commence at the apparent Southeast corner of Section 35, Township 8
North, Range 2 East, Madison County,
Mississippi, and run West for a
distance of 2,711.82 feet; thence
North along the West line of a
30-foot county road right-of-way for a
distance.of 445.66 feet; thence
North 00 degrees, 03 minutes, 13
seconds East for a distance of 970.95
feet to a point; thence East for a
distance of 30.00 feet to the East
line of said county road
right-of-way; thence continue East
for a distance of 351.66 feet to the
POINT OF BEGINNING of the Tract
herein described; thence North 00
degrees, 03 minutes, 13 seconds East
for a distance of 619.35 feet; thence
East for a distance of 351.66 feet;
thence South 00 degrees, 03 minutes,
13 seconds West for a distance of
619.35 feet; thence West for a
distance of 351.66 feet to the POINT
OF BEGINNING. The herein described
Tract No. 2 contains 5.00 acres, more
or less, LESS AND EXCEPT a 30-foot
private easement described as
follows:

Commence at the hereinbefore described POINT OF BEGINNING of Tract No. 2, and run North 00 degrees, 03 minutes, 13 seconds East for a distance of 1.00 foot to the POINT OF BEGINNING of the Private Easement herein described; thence North 00 degrees, 03 minutes, 13 seconds East for a distance of 30 feet; thence East for a distance of 351.66 feet; thence South 00 degrees, 03 minutes, 13 seconds West for a distance of 30 feet; thence West for a distance of 351.66 feet; thence West for a distance of 351.66 feet to the POINT OF BEGINNING of the Private Easement herein described.

# LESS AND EXCEPT:

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

Commence at the apparent Southeast

BOOK 204 FASE 41

corner of Section 35, Township 8
North, Range 2 East, Madison County,
Mississippi, and run West for a
distance of 2,711.82 feet; thence
North along the West line of a
30-foot county road right-of-way for
a distance of 445.66 feet; thence
North 00 degrees, 03 minutes, 13
seconds East for a distance of 970.95
feet to a point; thence East for a
distance of 30.00 feet to the East
line of said county road
right-of-way; thence continue East
for a distance of 703.32 feet to the
POINT OF BEGINNING of the tract
herein described; thence North 00
degrees, 03 minutes, 13 seconds East
for a distance of 619.35 feet; thence
East for a distance of 351.66 feet;
thence South 00 degrees, 03 minutes,
13 seconds West for a distance of
619.35 feet; thence West for a
distance of 351.66 feet to the POINT
OF BEGINNING. The above described
property contains 5.00 acres, more or
less, as shown in survey of Browning,
Inc., dated September 24, 1984.

There is reserved from this

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There is reserved from this conveyance a private easement off the South side thereof, said easement being a strip 30' wide and being located 1 foot North of the South side of the tract herein described.

This conveyance is executed subject to the following exceptions:

- Ad valorem taxes for the current year on the above described property are to be pro-rated between the grantor and grantees herein as of the date of delivery of this conveyance.
- 2. This conveyance and warranty of title is subject to any ordinances or regulations passed by the County of Madison, Mississippi, and any easements and rights-of-way of record.
- 3. The conveyance and warranty of title is further subject to Protective Covenants and Amended Protective Covenants which are attached hereto as Exhibits "A" an "B", and made a part hereof by reference.

- 4. The Grantor hereby reserves full mineral interests in, on and under the above described property.
- 5. Grantor makes no warranty of title as to that portion of said property, being 1.283 acres, more or less, lying east of fence as shown in plat attached hereto, with reference to Parcel 5.

EXECUTED this the 20th day of February, 1985.

SAM WAGGENER JO

STATE OF IXXXXXXXXXX MOBILE

Personally appeared before me, the undersigned .

authority in and for said county and state, the within named SAM WAGGENER, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

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

NOTARY PUBLIC

(SEAL)

My commission expires:

My Commission Expires 9/0/07



GRANTCES ADDRESS:

#### DUX TO 1 WILTOO

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

PROTECTIVE COVENANTS

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

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

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

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

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

EXHIBIT A

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DEC. 204 E

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

- No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or combination of two or more contiguous lots other than one detached single-family dwelling, and private garages, barns and storage facilities for the use of the occupants of such dwelling.
- 2. No dwelling shall be permitted on any lot with the main structure total floor area having less than 2,000 square feet. heated, exclusive of porches and garages.
- 3. No building shall be located on any lot nearer than seventy-five (75) feet to the front lot line. No building shall be located nearer than fifty (50) feet to an interior lot line.
- 4. There shall be no more than three (3) basic wall materials used on the front of any residence constructed on any lot. Concrete block walls are not allowed and log homes are excluded.
- 5. There shall not be more than four (4) colors used on the front on any residence constructed on any of the lots in said subdivision and said colors shall be applied so that the balance of continuity and appropriate design shall be maintained. No dwelling shall be located on any interior lot nearer than fifty (50) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building on a lot to encroach upon another lot.
- Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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- 7. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a permanent residence.
- 8. No noxious cr offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- 9. Such system necessary for sanitary sewerage disposal, the location and design of same, shall be approved by the Hississippi State Board of Health, prior to the beginning of construction.
- 10. No laundry can be hung on said lots nearer to any street than the rear corners of the house on said lot.
- 11. Exposed garages facing streets are to be finished inside and be kept neat and orderly. All homes built on said lots must contain a minimum total floor area of 2,000 square feet. Total floor areas, with reference to minimum improvements designated above, shall be computed as follows; the following areas only shall be included in arriving at the total:

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

- 12. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of one (1) year, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 13. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain or to recover damages.

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- 14. Animals allowed include horses and cattle not to exceed one (1) per acre for each type of animal and shall not constitute a noxious use or health hazard. Animals specifically excluded include pigs and hogs.
- 15. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- exploration occur on this property, prior permission must be obtained from future owners. Should future owners agree to the exploration, they will be entitled to receive surface damages relating to individual activity accordingly. To the extent this is inconsistent with the provisions of the Oil, Gas and Hineral Lease to Sun Oil Company dated Pebruary 3, 1975, recorded in Book 408, Page 746, office of the Chancery Clerk of Hadison County, Hississippi, covering this property, this covenant shall be void and of no effect.
- 17. Seller agrees that no mining activity or drilling activity of any kind shall be allowed on the surface property described herein except for vater. To the extent this is inconsistent with the provisions of the Oil, Gas and Mineral Lesse to Sun Oil Company dated February 3, 1975, recorded in Book 408, Page 746, office of the Chancery Clerk of Madison County, Mississippi, covering this property, this covenant shall be void and of no effect.

SAN HAGGENER CO

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BOOK 197 ntt 493

STATE OF HISSISSIPPI COUNTY OF Miriela

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

GIVEN under under my hand and official seal of office, this

malssion Expires:

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WHEREAS, I, the understaned SAM WAGGENER, on the 20th day of June, 1984, executed protective covenants, on property in Hadison County, Mississippi, whereby certain protective covenants were imposed upon the following described property for the protection and benefit of those purchasing the tracts from said owner:

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

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

The above described Parcel No. 5 contains 19,805 acres more or less, less and except a 30-foot wide right-of-way for a county road off the West side.

WHEREAS, one of the protective covenants was inadvertently omitted, and I desire to clarify same by the execution of these Amended Protective Covenants;

NOW, TREREFORE, I, the undersigned Sam Waggener, do hereby covenant and agree with all future owners of the tracts, the following restrictive and protective covenant shall apply to all tracts in said property:

\*18. Each tract owner and future purchaser of tracts lying ' within said property hereby agree to pay his pro rata share of any street or utilities development costs as may be required by the now current Zoning Ordiances of Madison County, Mississippi.

EXHIBIT B

... S A.

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

IN WITNESS WHEREOF, the owner of the above described property has caused these amended protective covenants to be executed, this the 13th day of Joly, 1984.

SAM WAGGENER

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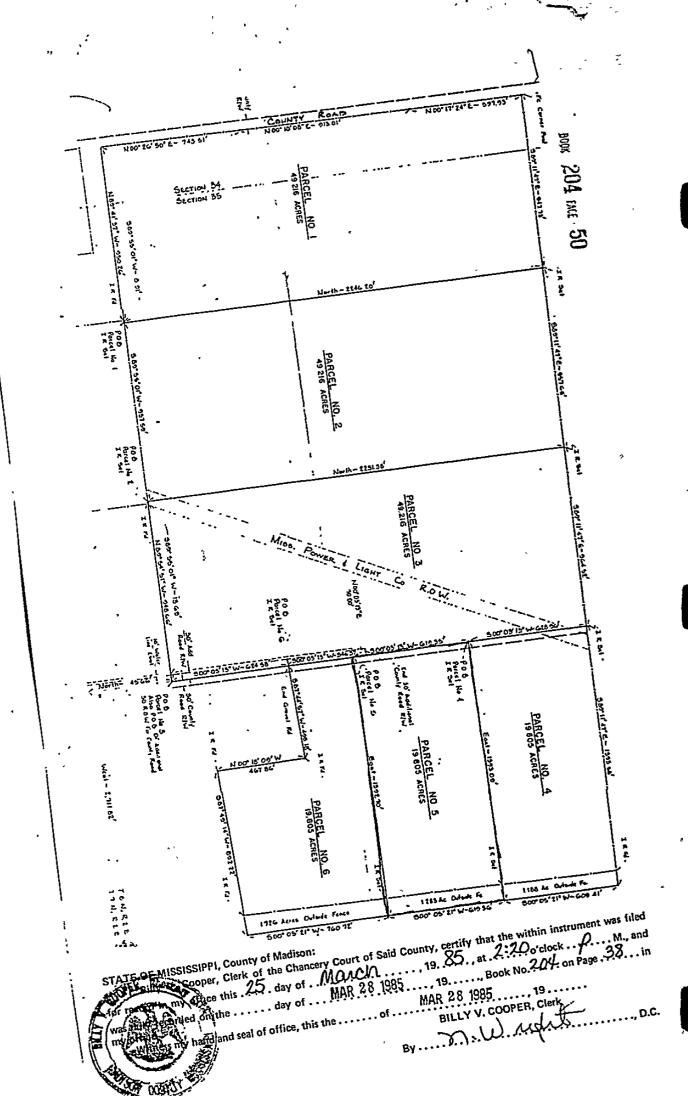
STATE OF HISSISSIPPI COUNTY OF - Winds

10.00

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 13th day July, 1984.

Hy Commission Expires:



PEOPLES BANK OF INDIANOLA

TO JAMES HECTOR CURRIE

BOOK 204 PAGE 51

INDEXED ZZIB

# SPECIAL WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, PEOPLES BANK OF INDIANOLA, Indianola, Mississippi, a Mississippi banking corporation, does hereby convey and specially warrant unto JAMES HECTOR CURRIE, its undivided one-half interest in the following described real property lying and being situate in Madison County, Mississippi, more particularly described as follows, to-wit:

East Half of Northeast Quarter, less and except one acre in Southwest corner thereof, Section 22, Township 9 North, Range 4 East, Madison County, Mississippi.

Subject, however, to that certain railroad right-of-way across Northeast corner of the above described real property.

Subject to all oil, gas and mineral rights in, on, under and to the above described real property heretofore reserved by prior owners.

Subject to any and all right-of-way and easements for roads, highways, drainage canals and ditches, pipelines, electric power and all other utilities.

Subject to timber deed from R. D. Mallette and L. David Hervey, Jr., to Georgia Pacific Corporation recorded in Deed Book 164, page

Grantor warrants the payment of all taxes and special assessments, if any, for the year 1984, and Grantor and Grantee agree that all taxes and special assessments, if any, for the year 1985, shall be pro-rated between them as of the date of execution of this deed.

Possession of said real property is delivered herewith.

WITNESS the signature of the authorized official of said Bank on this the  $25^{-14}$  day of March,  $\lambda$ . D., 1985.

PEOPLES BANK OF, INDIANOLA

H. GREGORY TAYLOR, President

......A.A.

STATE OF MISSISSIPPI

COUNTY OF SUNFLOWER

personally appeared before me, the undersigned authority in and for said state and county, the within named H. GREGORY TAYLOR, president, of PEOPLES BANK OF INDIANOLA, who aknowledged that he signed and delivered the foregoing instrument of writing for and on behalf of said Bank for the purposes therein stated on the day and year therein mentioned, pursuant to authority in him vested as such officer.

Given under my hand and official seal, this 35/4 day of March, A. D., 1985.

Letter J. Weissinger

My Commission expires:

My Commission Expires Nov. 13 1987

ADDRESS OF GRANTOR:

P. O. Box 28 Indianola, MS 38751 ADDRESS OF GRANTEE:

Route 6, Box 279 Vicksburg, MS 39180

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Madison:

Society of the Chancery Court of Said County, certify that the within instrument was filed to the county of the Chancery Court of Said County, certify that the within instrument was filed to the county of the cou

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L. DAVID HERVEY, JR.

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JAMES HECTOR CURRIE .

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BOOK 204 FAGE 53

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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, I, L. DAVID HERVEY, JR., do hereby convey and warrant unto JAMES HECTOR CURRIE, all of my undivided one-half interest in the following described real property in Madison County, Mississippi, to-wit:

East Half of Northeast Quarter, less and except one acre in Southwest corner thereof, Section 22, Township 9 North, Range 4 East, Madison County, Mississippi.

Subject, however, to that certain railroad right-of-way across Northeast corner of the above described real property.

Subject to all oil, gas and mineral rights in, on, under and to the above described real property heretofore reserved by prior owners.

Subject to any and all right-of-way and easements for roads, highways, drainage canals and ditches, pipelines, electric power and all other utilities.

Subject to timber deed from R. D. Mallette and L. David Hervey, Jr., to Georgia Pacific Corporation recorded in Deed Book 164, page 680.

Grantor covenants that the above described real property does not constitute any part of his homestead, his homestead being in Hinds County, Mississippi.

Grantor warrants the payment of all taxes and special assessments, if any, for the year 1984, and Grantor and Grantee agree that all taxes and special assessments, if any, for the year 1985, shall be pro-rated between them as of the date of execution of this deed.

possession of said real property is delivered herewith.
WITNESS my signature, this the 35 day of March, A. D.,

..4 A

DAVID HERVE

STATE OF MISSISSIPPI

COUNTY OF HINDS

personally appeared before me, the undersigned authority in and for said state and county, the within named L. DAVID HERVEY, JR., who acknowledged that he signed and delivered the foregoing instrument of writing for the purposes therein stated on the day and year therein mentioned.

Given under my hand and official seal, this 254 day of March, A. D., 1985.

Letter J. Weissinger

My Commission expires:

My Commission Expires Nov. 13 1987

Address of Grantor: 4330 Deer Creek Drive Jackson, MS,39205 Address of Grantee: Route 6, Box 279 Vicksburg, MS 39180



for acon in any office this.	Madison: he Chancery Court of Said County, certify that the within instrument was filed day of
my hard and seal of of	BILLY V. COOPER, Clerk By

......

Grantor's Address:

3 Sandalwood Drive Madison, Mississippi 39110

Grantees' Address:

809X 204 FACE 55

INDEXED

9 Peach Tree Lane Madison, Mississippi 39110

## WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00)

DOLLARS, cash in hand this day paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged,

I, the undersigned, JOSEPH T. MONSOUR, do hereby sell, convey and warrant unto CARL J. ABBATE, JR. and wife, ANN A. ABBATE, 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, and being more particularly described as follows, to-wit:

Lot Nine (9) of Sandalwood Subdivision, Part Four (4), 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, Slide 46 thereof, reference to which is hereby made in aid of and as a part of this description.

The warranty of this conveyance is subject to the following:

- 1. That certain drainage easement and small ditch along and across the south end of subject property as shown by survey of Glenn H. Pilgrim, Registered Land Surveyor, dated February 23, 1985.
- 2. That certain ten (10') foot drainage and utility easement across the northerly end of subject property as shown by survey of Glenn H. Pilgrim, Registered Land Surveyor, dated February 23, 1985.
- 3. Those certain protective covenants as shown by instrument recorded in Book 503 at Page 539 of the records on file in the office of the Chancery Clerk of Madison County at Canton, Mississippi.
- 4. That certain easement to Mississippi Gas & Electric Co., as shown by instrument recorded in Book 7 at Page 136 of the aforesaid Chancery Clerk's records.

, <u>, 5</u> 4

- 5. That certain sanitary sewer easement to City of Jackson, Mississippi as shown by instrument recorded in Book 150 at Page 397 of the aforesaid Chancery Clerk's records.
- 6. That certain right-of-way to Mississippi Power and Light Co. as shown by instrument recorded in Book 177 at Page 713 of the aforesaid Chancery Clerk's records.
- 7. Prior reservation by predecessors in title of minerals of every kind and character, including but not limited to, oil, gas, sand and gravel, in, on and under subject property.

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

The 1985 ad valorem taxes have been prorated as of the date of this conveyance on an estimated basis. When the exact amount of taxes for the current year is known, the parties will adjust such proration appropriately on the basis of such exact amount of taxes.

WITNESS MY SIGNATURE this, the 20th day of March, 1985.

JOSEPH T. MONSOUR

STATE OF MISSISSIPPI

COUNTY OF HINDS:::::

Personally came and appeared before the me, the undersigned authority in and for the jurisdiction aforesaid, the within named JOSEPH T. MONSOUR, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

Given under my hand and official seal of office, this, the 2540 day of March, 1985.

Autory Disk, Ward

My commission expires: 5-15-86

-2-

STATE OF MISSISSIPP	, County of Madison:			-	
Binesicoper	Clerk of the Chancery C	ourt of Said County, certify	that the within in:	stryment was	filed
for reasonio ma cace	this	ourt of Sald County, certify	. at . 7 9. o'clock	Ci_M	_and
was this deal releditions	ne day of M/	IR .29 .1985 19	Book No 204	n Page 55	in
Witness my handfar	nd seal of office, this the	of MAR 28.	<i>1</i> 985 , 19 ,		
	Ş*	BILLY V	COOPER, Clerk	- Ē	
	1		night		_ ~ _
NOTICE!		By	//: <del>/</del> /:-\		D.C.

<u>- ....</u>

INDEXED" 2250

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, along with other good and valuable consideration, I THOMAS EDWIN LEWIS, do hereby sell, convey, and quitclaim unto DEBORAH ANN G. LEWIS, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 70.0 feet on the West side of Dobson Avenue, in the City of Canton, Madison County, Mississippi, and being more particularly described as from a stake at the Southwest Corner of Lot No. 79 on the East side of North Liberty Street, and from said point run thence South 86 Degrees 37 Minutes East for 200.0 feet along the North line of Doherty Street, thence running North 17 Degrees 50 Minutes East for 10.3 feet; thence running South 86 Degrees 50 Minutes East for 75.7 feet to the Southeast corner and point of beginning of lot being described, and from said point of beginning run thence North 17 Degrees 50 Minutes East for 70.0 feet along the West side of said Dobson Avenue to the Northeast Corner of tract being described, thence running North 86 Degrees 37 Minutes West for 133.0 feet, thence running South 17 Degrees 50 Minutes East for 133.0 feet, thence running South 86 Degrees 37 Minutes East for 133.0 feet to the point of beginning, and all being a part of that certain lot as per deed of record in Book 90 at Page 209 of the records of the Chancery Clerk of Madison County, Mississippi, and all of said property being situated in the City of Canton, Madison County, Mississippi.

WITNESS the signature of the Grantor, THOMAS EDWIN LEWIS, on this the 19th day of March, 1985.

THOMAS EDWIN LEWIS

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally appeared before me, the undersigned Notary Public, within and for the State and County last named as aforesaid, the within named THOMAS EDWIN LEWIS, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Witness my signature and official seal of office this the 19th day of March, 1985.

My commission expires: August 26, 1985

NOTARY PUBLIC

GRANTOR: 321 Meadowlark Canton, MS 39046

GRANTEE: 509 Dobson Canton, MS 39046

BOOK 204 FACE 58

STATE OF MISSISSIPP	I, County of Madison: Clerk of the Chancery Court of Said County, certify that the within instrument was filed To Clerk of the Chancery Court of Said County, certify that the within instrument was filed To Clerk of the Chancery Court of Said County, certify that the within instrument was filed
Morangerian mentice	this . L. day of . MAR 28 1985
Him Schreded on t	
Thess my fame	BILLY V. COOPER, Clerk By
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# BOOK 204 PAGE 59

INDEXED

# WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Deborah Ann G. Lewis A/K/A Deborah Ann G. Lewis Wren, whose mailing address is 509 Dobson, Canton, Mississippi, 39046, does hereby sell, convey and warrant unto Deborah Ann G. Lewis Wren and husband, Richard S. Wren, as joint tenants with full rights of survivorship and not as tenants in common, whose mailing address is 509 Dobson, Canton, Mississippi, 39046, the following land and property located and situated in the City of Canton, Madison County, Mississippi, and being more particularly described as follows, to-wit:

A lot or parcel of land fronting 70.0 feet on the West side of Dobson Avenue, in the City of Canton, Madison County, Mississippi, and being more Particularly described as from a stake at the Southwest Corner of Lot theore. The Property of the East side of North Liberty Street, and from said point run of Doherty Street, thence running North 17 Degrees 50 Minutes East for 10.3 Southeast corner and point of Degrees 50 Minutes East for 75.7 feet to the said point of beginning run thence North 17 Degrees 50 Minutes East for 70.0 feet along the West side of said Dobson Avenue to the Northeast Corner of tract being described, thence running North 86 Degrees 37 Minutes West for 133.0 feet, thence running South 17 Degrees 50 Minutes West feet, thence running South 86 Degrees 37 Minutes West feet, thence running South 86 Degrees 37 Minutes West for 70.0 the point of beginning, and all being a part of that certain lot as per deed Madison County, Mississippi, and all of said property being situated in the City of Canton, Madison County, Mississippi.

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

THIS CONVEYANCE is subject to the said taxes for the current year have been provided to the said taxes are actually deficit on an actual proration.

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

WITNESS the respective hand and signature of the undersigned Grantor hereto affixed on this the 22nd day of March, 1984.

Mborah and G. LEWIS WREN KWIS WEEN

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STATE OF MISSISSIPPL COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, DEBORAH ANN G. LEWIS WREN, who acknowledged that she signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

ON WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 22nd day of March,

1985

My Commission Expires: August 26, 1985

...\$ a.

STATE OF MISSISSIPPI, County of the	Madison: e Chancery Court of Said County, certify that the within instrument e Chancery Court of Said County, certify that the within instrument lay of	t was filed
for report in my office this . 26 . d	MAR 28 1985 19 Book No 20.4 on Page.	.59in
was following and on the		•
Manies my habitenid seal of offi	BILLY V. COOPER, Clerk By Wufut	, , D.C

# BOOK 204 MARKANTY DEED

INDEXED<sup>1</sup> 2230

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good, legal, and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, WILSON ARRINGTON HARRELD and FIRST MISSISSIPPI NATIONAL BANK, Successor Trustee of the "Wilson Arrington Harreld Revocable Trust" created by a Revocable Trust Agreement dated October 17, 1977, and recorded in Book 435 at Page 563, and amended in Book 520 at Page 85, in the records of the Chancery Clerk of Madison County, Mississippi, do hereby sell, convey, and warrant specially an undivided four and 86/100 percent (4.86%) interest as tenant in common unto the following as tenants in common:

<u>Grantee</u>	Percent
W. E. Harreld, Jr.	.31%
Mary Mallie Harreld Revocable Trust	.91%
William Edmiston Harreld, III Revocable Tre	ust ,.91%
Lee Ann Harreld Revocable Trust	.91%,
James Eastland Harreld Revocable Trust	.91%
John Cowan Harreld Revocable Trust	.91%
. · Total interest conveyed	4.86%

in the land and property lying and being situated in Madison County, State of Mississippi, being more particularly described as follows, to-wit:

All of Section 11, Township 8 North, Range 1 East, S1/2 of N1/2 and S1/2 Section 12, Township 8 North, Range 1 East, N1/2 and 60 acres off the north end of S1/2 Section 13, Township 8 North, Range 1 East, N1/2 and 60 acres off the north end of S1/2, Section 14, Township 8 North, Range 1 East, all in Madison County, Mississippi.

# Less and Except:

TRACT I: A parcel of land fronting 598 feet on the north side of Stribling Road, containing 10 acres, more or less, lying and being situated in the E1/2 of Section 14, Township 8 North, Range 1 East, Madison County, Mississippi and more particularly described as follows:

. د. .

Commencing at the intersection of the west margin of Deweese Road extended and the north margin of Stribling Road, Deweese Road representing the east line of said Section 14; thence run West along the north margin of Stribling Road for 819 feet to a point at a fence corner on the east line on a private road, said point being the SE corner and point of beginning of the property herein described; thence N 05°00'W along the existing fence and its extension for 775 feet to a point; thence West for 530.5 feet to a point; thence South for 772 feet to a point on the north margin of Stribling Road; thence East along the north margin of Stribling Road for 598 feet to the point of beginning. the point of beginning.

TRACT II: A parcel of land fronting 530.5 feet on the north side of Stribling Road, containing 10 acres, more or less, lying and being situated in the E1/2 of Section 14, Township 8 North, Range 1 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the west margin of Deweese Road extended and the north margin of Stribling Road, Deweese Road representing the east line of said Section 14; thence run West along the north margin of Stribling Road for 819 feet to a point at a fence corner on the east line of a private road, said point being the SW point of beginning of the property herein described; thence N 05°00'W along the existing fence and its extension for 775 feet to a point; thence East for 598 feet to a point; thence South for 772 feet to a point on the north margin of Stribling Road; thence West along the point of beginning.

This conveyance is made subject to any and all recorded liens, building restrictions, zoning ordinances, rights of way, easements, or mineral reservations applicable to the above described property.

Ad valorem taxes for the year 1985 are to be paid by the Grantee herein.

Witness the signature of the Grantor, this the

First Mississippi National Bank, Successor Trustee of the "Wilson Arrington Harreld Revocable Trust"

HINE A. H. Ritter, Jr., Trust Officer

STATE OF MISSISSIPPI COUNTY OF

day of January, 1985.

.4% Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named WILSON ARRINGTON HARRELD, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and

year therein written. GIVEN under my hand and official seal, this the 47My Commission Expires:

My Commission Expires June 1, 1987. Notary 1.3.2.3 STATE OF MISSISSIPPI COUNTY OF Stude Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named A. H. RITTER, JR., Trust Officer of FIRST MISSISSIPPI NATIONAL BANK, as Successor Trustee of the "Wilson Arrington Harreld Revocable Trust", who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein written. GIVEN under my hand and official seal, this the My Commission Expires: Grantor's Address Wilson Arrington Harreld P.O. Box 229 MISS(35, pp. 39046 First Mississippi National Bank as Trustee of the "Wilson Arrington Harreld Revocable Trust" P. O. Box 1605 Jackson, Mississippi 39205 Grantee's Address W. E. Harreld, Jr. P. O. Box 229 Canton, Mississippi 39046 First Mississippi National Bank as Trustee of the "Mary Mallie Harreld Revocable Trust", the "William Edmiston Harreld, III Revocable Trust", the "James Eastland Harreld Revocable Trust", the "John Cowan Harreld Revocable Trust", and the "Lee Ann Harreld Revocable. P. O. Box 1605 Jackson, Mississippi 39205 -3-STATE OF MISSISSIPPI, County of Madison: Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed county, certified count and seal of office, this the . . . . . of . . MAR. 2.8 .1985 . . . . . . , 19 . . . . **BILLY V. COOPER, Clerk** 

By Mulight

# 11 BOOK 204 FACE 64

FORM 8416 SINDEXED"

## RIGHT OF WAY EASEMENT

2230

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned do (does) hereby grant to South Central Bell Telephone Company, its licensees, successors, assigns, allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantee may require, from time to time, consisting of poles, guys, anchors, aerial, buried and underground cables and wires, cable terminals, splicing boxes, pedestals, conduit, manholes, markers, and other amplifiers, boxes, appurtenances or devices upon, over and under a strip of land 10 feet wide across the following lands in Madison County (Parish) State of Mississippi described as follows: 10' wide strip of land along the south side of Lot 73 in Tide Water, Part Two, a subdivision located in the SE 1/4 of Section 21. T7N, R2E, Madison County, Mississippi, as recorded at Plat Cabinet 6 in Slot 74 of the records of maps and plats of land of the County of Madison.

and to the fullest extent the undersigned has the power to grant, if at all, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted: to allow any other person, firm or corporation to attach wires or lay cable or conduit or other appurtenances upon, over and under said easement for communications or electric power transmission or distribution; ingress and egress to said easement at all times; to clear the easement and keep it cleared of all trees, undergrowth or other obstructions; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and the right to relocate said facilities on said lands to conform to any future highway relocation, widening or improvements.

To have and to hold the above granted easement unto South Central Bell Tele-phone Company, its successors and assigns forever.

ecuted on the day of Moort 1982.

TIDEWATER PROPERTIES, A Mississippi General Partnership

NORTHPOINTE, INC.

A Mississippi Corporation, General Partner

Rayford R. Hudson, III, President

Rebecca F. Hudson, Secretary

Caused this instrument to be ex
caused this instrument to be ex
TREASURE COVE DEVELOPMENT CO., LTD.

A Mississippi Limited Partnership,

General Partner

Brent L. Johnston, General Partner

SCBT USE ONLY: AUTHORITY : CLASSIFICATION :

AREA : TITLE :

DRAWING NUMBER : LOCATION NUMBER : LOCATI

\*\*\* · \* (15 BOOK 204 PAGE 65

ACKNOWLEDGEMENT

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STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned officer in and for the jurisdiction aforesaid, the within named Rayford R. Hudson, III, President, and Rebecca F. Hudson, Secretary, of Northpointe, Inc., a Mississippi Corporation and a General Partner of Tidewater Properties; a Mississippi General Partnership, who acknowledged to me that they signed and delivered this Right-of-way Easement to South Central Bell Telephone Company thereon as their own act and deed for and in behalf of said Northpointe, Inc., as a partner in said General Partnership, after being authorized so to do on the day and year herein mentioned, and Brent L. Johnston, General Partner of Treasure Cove Development Company, Ltd., a Mississippi Limited Partnership and a General Partner of said Tidewater Properties, who acknowledged to me that he signed and delivered this Right-of-way Easement to South Central Bell Telephone Company thereon as his own act and deed for and in behalf of the Limited Partnership as a partner in said General Partnership on the day and year therein mentioned.

March, 1985.

My Commission Expires:

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STATE OF MISSISSIPPI

SPECIAL WARRANTY DEED

COUNTY OF MADISON

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, MAGNOLIA FEDERAL BANK FOR SAVINGS, a corporation, acting by and through its duly authorized officers, does hereby grant, bargain, sell, convey and warrant specially unto the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, of Washington, D.C., his successors and assigns, the following described real property, situate and being in the County of Madison, State of Mississippi, and more particularly described as follows, to-wit:

A lot or parcel of land lying and being situated in the NEk of SEk of Section 33, Township A lot or parcel of land lying and being situated in the NE½ of SE½ of Section 33, Township 9 North, Range 2 East, more particularly described as beginning at the northwest corner of that lot or parcel of land conveyed by Annie Laurie High to James Jones, Sr. and Everline Jones by deed dated January 9th, 1969, recorded in Land Record Book 114 at Page 281 thereof Jones by deed dated January 9th, 1969, recorded in Land Record Book 114 at Page 281 thereof of and as a part of this description, and from said point of BEGINNING run west along the of and as a part of this description, and from said point of BEGINNING run west along the south line of an existing roadway running westerly to High Subdivision a distance of 60 south line of an existing roadway running westerly to High Subdivision a distance of 60 feet, thence run cast parallel to the aforesaid feet, thence run south a distance of 200 feet, thence run cast parallel to the aforesaid run north along the west line of said Jones lot a distance of 200 feet to the point of run north along the west line of said Jones lot a distance of Mississippi.

together with all improvements thereon and appurtenances thereunto belonging.

The grantee assumes and agrees to pay the ad valorem taxes for the year 1985 as and when the same become due and payable.

IN WITNESS WHEREOF, MAGNOLIA FEDERAL BANK FOR SAVINGS has caused this instrument to be signed and its official seal to be affixed hereto on this, the Zangday of March, A.D., 1985.

MAGNOLIA FEDERAL BANK FOR SAVINGS

A Corporation

DUNCAN, President ROBERT

LMA, BEESON : Secretary A Comment

anamanana,

800K 204 FAGE 67

STATE OF MISSISSIPPI

COUNTY OF FORREST

Before me, the undersigned authority in and for said County and State, this day personally appeared, ROBERT S. DUNCAN and THELMA BEESON, who are known to me to be the President and Secretary, respectively, of Magnolia Federal Bank for Savings, a corporation, who duly and severally acknowledgd that they, being thereunto first duly authorized, signed, executed and delivered the above and foregoing instrument and affixed the corporate seal thereto, as the act and deed of the corporation on the year and day therein mentioned.

Given under my hand and seal of office, on this, the 22md day of.

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES APRIL 8, 1985

GRANTOR'S ADDRESS:

Magnolia Federal Bank for Savings 130 West Pront Street Hattiesburg, MS 39401 GRANTEE'S ADDRESS:

Secretary of Housing and Urban Development Washington, D.C.

	STATE OF MISSISSIPPI,	County of Madison:	•	, de	to the summers are filed
	STATE OF MISSISSIET,	County of Madison: clerk of the Chancery Court of	f Said County, certif	fy that the with	in instrument was med
•	A TOWN	is 26 day of ma	ر. 19%	a, at .7.; /	clock M., and
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BOOK 204 FACE 68
RELEASE FROM DELINQUENT TAX SALE
(INDUSTRIAL)
DELINQUENT TAX SALE
STATE OF MISSISSIPPI, COUNTY OF MADISON

	_ William Prosesso		<b>62</b> /		· · · · · · · · · · · · · · · · · · ·	
e s	um of seventy one dock	east "	77/10	<b>7</b>	DOLLARS (S	7/
eing	the amount necessary to redeem the following described	d land in said C	ounty a	ind State	to-wit:	1 ACRES
	DESCRIPTION OF LAND		SEC.	TWP	- RANGE	ACRES
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wnic 1	2 day of	. 10c.	//	1511	amen D.	for
		and all				ount of said sain
taxe	s thereon for the year 1983, do hereby release said land	from all claim	or title c	it said put	cnaser on acc	ount of said said.
IN	WITNESS WHEREOF, I have hereunto set my signature as	nd the seal of s	aid offic	e on this	the	day of
		ner. Chance	Clesk.		•	
(SE/	AL) / 1-	ву	ac	dell	<u></u>	D.C.
	STATEMENT OF TA					
· `	State and County Tax Sold for (Exclusive of damages, penalt					_s <u>47.88</u>
1),	State and County Tax Sold for (Exclusive of Camagos, person				•	_s <i>3.83</i> _
2)	Interest Tax Collector's 2% Damages (House Bill No. 14, Session 193:					_s96
(3)	Tax Collector's 2% Damages (House Bit No. 14, Session 135.  Tax Collector AdvertisingSelling each separate described so	ubdivision as set	outon	*ssessmen	t roll.	•
(4)	Tax Collector Advertising —Selling each separate described states of S1.00 plus 25cents for each separate described subdivision	, 00014121011 #2 201	00.0		_	s 1.25
	S1.00 plus 25cents for each separate described subdivision _			\$1.00	each	s 4.50
(5)	Printer's Fee for Advertising each separate subdivision				ibdivision	s .25
(6)	Clerk's Fee for recording 10cents and indexing 15cents each	SUDGIVISION, 10:	(a) 2000	162 6901 31		s 7.00
(7)	Tax Collector-For each conveyance of lands sold to indivise	GOTOD	-			s 59.62
(8)	TOTAL TAXES AND COSTS AFTER SALE BY TAX COLI	LECIOR				_s _ 2.3°
(9)	5% Damages on TAXES ONLY. (See Item 1)					
(10)	1% Damages per month or fraction on 19 & taxes and cost	is (Item 8 Tax	es and			- 44.18
	Months					- 100
(11)	For the speeding redemption 25cents each subdivision					
(12)	Fee for indexing redemption 15cents for each separate subdi	noizīvi				_s_ <i></i>
1121	Ese for execution release on redemption					s <i>/\</i>
(14)	Fee for Publication (Sec 27-43-3 as amended by Chapter 37	5, House Bill N	o. 457.}		<del></del>	s
/15\	Fee for issuing Notice to Owner, each				_\$2.00	\$
(16)	Fee Notice to Lienors — @ \$2.50 each					s
(17)	Fee for mailing Notice to Owner				51.00	
(18)	Sheriff's fee for executing Notice on Owner if Resident		σ		\$4.00	\$ <del>-/ 3 0</del> /
,	•			TO	TAL	s <u>_66-8</u>
/101	1% on Total for Clerk to Redeem					s <i></i> 5
(18)	GRAND TOTAL TO REDEEM from sale covering 1983.	axes and to pay	accrued	taxes as s	howgabgve_	_s <i>_69.5:</i>
(20)	GRAND TOTAL TO REDEEM HOM SAIL CONTINUES			_fec	<u>Religa</u>	2.02
_	ess bid at tax sale \$					71.53
EXC	ess bid at lax sale s Birdle	allille		~lele	.24	
	000.6	2.		7	24	
	Curk	700		2		
_	Kle. K	ellas.			2	
				71.4	2 3	
_	FATE OF MISSISSIPPI, County of Madison:					
		t of Said Cou	nty, ce	rtify tha	t the within	instrument was
Æ	record in my office this 26 day of MAR 2	rela.	ك .19	ر at , عد	1.02.00 o'clo	ock M.
A.f	MAR 2	8 1985	. 19.	B	ook No.20	4on Page .4.8.
<b>₹</b> [w	SZ VSDINIEGKI ALIKATA					
	A DESIGNATION . I T	aMAR.2s	1985.		19	
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BOOK 204 PAGE 69
RELEASE FROM DELINQUENT TAX SALE
(INDIVIDUAL)
DELINQUENT TAX SALE
STATE OF MISSISSIPPI, COUNTY OF MADISON

INDEXED:

2246 7282

the sum	v. Cooper, the undersigned Chancery Clerk in and for the County  Of One Sunday	Jus 9	o CO	DOLLARS (S	20
being th	amount necessary to redeem the following described land in sal	<del>,                                    </del>	and State	, to-wit	,
	DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
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Which sa	id land assessed to	. 120			and sold on the
//	day of19.84 to19.84 to		WUZ		for
	reon for the year 19.8 3 do hereby release said land from all clai				
, ≍in Wit	NESS WHEREOF, I have hereunto set my signature and the seal o		e on this t	he <del>3</del> _4	day of
- 11 · 1	Billy V. Cooper, Change				•
(SEAL)	Ву	Ca	ell	14	, D.C.
	STATEMENT OF TAXES AND CHA	RGES	***		
(1) Stat	and County Tax Sold for (Exclusive of damages, penalties, fees)		•		s 86.41
(2) Inte	447		w		s 6.9/
(3) Tax	Collector's 2% Damages (House Bill No. 14, Session 1932)				s <u>/. Z 3</u>
(4) Tax	Collector AdvertisingSelling each separate described subdivision as s	et out on	ssessment	roll.	
S1.0	D plus 25cents for each separate described subdivision	<u> </u>			s <u> </u>
(S) Prin	er's Fee for Advertising each separate subdivision		S1.00 ea	ach	s <u>4.57</u>
,(6) Cler	's Fee for recording 10cents and indexing 15cents each subdivision. T	otal 25cen	ts each sub	division	s <u> </u>
(7) Tax	CollectorFor each conveyance of lands sold to indivisduals \$1 00			•	s
(B) TO1	AL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR		<u> </u>		s <u>/03.45</u> 5
	amages on TAXES ONLY. (See Item 1)		<del></del>		s <u>4.5</u>
	amages per month or fraction on 1983 taxes and costs (Item 8 Ta	xes and	•	•	. 4 2
•	only				s <u></u> s
•	or recording redemption 25cents each subdivision		*	•	s <u>1.00</u>
	or indexing redemption 15cents for each separate subdivision	1		• ,	s / 00
	or executing release on redemption	/- AE71		• •	s, <i></i>
	or Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill N	10.457 ]_	_	S2 00	
(10) FEE	or issuing Notice to Owner, each@ \$2.50 each		3 6	, · · · · · · · · · · · · · · · · · · ·	·
	or mailing Notice to Owner	_		S1.00	s
	If's fee for executing Notice on Owner if Resident	'		S4.00	s
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(10) 1%	n Total for Clerk to Redeem		٠	*	s /./8
	ND TOTAL TO REDEEM from sale covering 19.82 taxes and to pay	accrued t	axes as sho	wyn above	s 118 90
-				se Char	1200
Excess bid	at tax sale \$	110	· //-	3 t	. 100.7
	The state of the s	_ <i></i> .	<del>2 / 6</del>	<u>,                                     </u>	
	Clerka file.		<u> 2 / 8</u>		
	Ke Kellan		500	<u> </u>	
		120	<u>, 4 /</u>	<u>).                                    </u>	
STATE OF TECOP	F MISSISSIPPI, County of Madison:  Ny V. Cooper, Clerk of the Chancery Court of Said Count  Office this AC. day of MAR 28 1985	ty, certif 9. <i>BS</i> .	y that the	e within instri 60 o'clock	ument.was file
	tecordiffication the day of	2R.198	5	19	rage .v.7i
ASSET.	· ア 新川	BILLY,	V. COOPE	H, Clerk	

CORRY MA

# BOOK 204 FAGE 70 WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned R. DANLEY CREAMER, JR. and wife, SYLVIA JULENE CREAMER, do hereby sell, convey and warrant unto ROBERT EARL ALLEN and wife, DELORES O. ALLEN, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in Madison County, Mississippi,

LOT 3, TIDEWATER, PART 1, a subdivision according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Cabinet B at Slot 54, reference to which map or plat is hereby made in aid of and as a part of this description.

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

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

WITNESS the signatures of the Grantors, this the 15day of MARCH 1985.

R. DANLEY CREAMER

STATE OF OREGON COUNTY OF MULT NMAH

authority in and for the state and county aforesaid, R. DANLEY
CREAMER, JR. and his wife, SYLVIA JULENE CREAMER, who
acknowledged that they signed and delivered the foregoing deed on
the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 15.77

day of MACOLL

1985. day of MARCH

> PHRLIC ANNA LETH NOTARY PUBLIC OREGON My Commission Expires 5/38/88

My Commission Expires:

GRANTOR'S ADDRESS: 14756 Southwest Kilchis, Beaverton, OR 97007 GRANTEE'S ADDRESS: 361 Recd Aug Jackson

HIVY, Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery County C STATE OF MISSISSIPPI, County of Madison: here and seal of office, this the ...... of .MAR 28.1985 .....19

BILLY V. COOPER, Clerk By M. Wuxlit

to-wit:

# BOOK 204 PAGE 71 QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, ROBBIE F. COOPER, Grantor, do hereby remise, release, convey and forever quitclaim unto JUANITA O'CAIN, Grantee, all of my estate, right, title and interest in and to the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

Lot No. 5, in Block "E" of Oak Hills Subdivision, Part 1, same being a subdivision of the City of Canton, Madison County, Mississippi, according to plat on file in the office of the Chancery Clerk of said county.

WITNESS MY SIGNATURE on this the 21 day of Merch 1985.

STATE OF FLORIDA COUNTY OF PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above stated, the within named ROBBIE F. COOPER, who stated and acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated. GIVEN UNDER MY HAND and official seal this the 26 day \_, 1985. MY COMMISSION EXPIRES: Grantee: Grantor: 820

MISSISSIPPI, County of Madison: goper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed hattland seal of office, this the ...... of ..... MAR 28 .1985 ...., 19 .... BILLY V. COOPER, Clerk By M. Wurfit ..... D.C.

BOOK 204 PAGE 72

INDEXED

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption on the part of the Grantees herein, of that certain indebtedness secured by a First Deed of Trust of record on the hereinafter described property, RICHARD MIMS CREEL, hereby sell, convey and warrant unto RICHARD MIMS CREEL, and wife, JUDY COLE CREEL, full rights of survivorship and ownership, and not as tenants in common, the following described property situated in the County of Madison, State of Mississippi, more particularly described as follows, to-wit:

Lot 60, LAKELAND ESTATES, PART 2, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 4 at Page 27, reference to which is hereby made in aid of and as a part of this description.

Excepted from the warranty herein is a prior reservation of all oil, gas and other minerals. The conveyance is made subject to all applicable building restrictions, restrictive covenants and easements of record.

Grantors herein do hereby transfer and set over all escrow funds creditable to

Grantees herein by acceptance of this conveyance assume and agree to pay all taxes for the year 1985, an subsequence and subsequent years.

WITNESS MY SIGNATURE THIS THE 26 DAY OF Amount, 1985.

TOURS WINE CREEK

. . **5** A

State of Mississippi
County of Madinau

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, this day, the within named RICHARD MIMS CREEL who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therin mentioned.

mission Expires:

Billy V. Cooper Chancery Clerk Notary Public By: K Gregory D.C.

•	
STATE OF MISSISSIPPI Billy Of coper,	County of Madison: Clerk of the Chancery Court of Said County, certify that the within instrument was filed this 26 day of MAR 28 1985
was and proported porter me three, without my hazar an	BILLY V. COOPER, Clerk
	By m. Wright D.C.

..s.a.

# 2255

## BOOK 204 FACE 74

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, PEGGY HARRIS BRABSTON, Grantor, do hereby convey and forever warrant unto ROBERT W. WHITEHEAD and JUDY WHITEHEAD, as joint tenants with full rights of survivorship and not as tenants in common, Grantees, the following described real property lying and being situated in Town of Flora, Madison County, Mississippi, to-wit:

Lot 1, Block 11, Allens Addition to the Town of Flora, a subdivision according to a map or plat thereof which is recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi.

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

- 1. Town of Flora, County of Madison ad valorem taxes for the year 1985, which shall be prorated as of the date hereof.
- 2. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
- 3. Rights-of-way and easements for roads, power lines, and other utilities.

The subject property is no part of Homestead of the Grantor.

WITNESS MY SIGNATURE on this the 2 day of Movel,

PEGGY CHARRIS BRABSTON

..5 a

STATE OF MISSISSIPPI COUNTY OF MANGE

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

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

19 Commission Expires November 3, 1987

Grantory

Grantee: Rt. 1, Box 57E Madison, MS. 39110

STATE OF MISSISSIPPI, Country of Madison:

State Of Madison:

State Of Madison:

State Of Madison:

MAR 28.1985...

BILLY V. COOPER, Clerk

By Mississippi, Country of Madison:

BILLY V. COOPER, Clerk

By Mississippi, Country of Madison:

BILLY V. COOPER, Clerk

By Mississippi, Country of Madison:

State Of Madison:

BILLY V. COOPER, Clerk

By Mississippi, Country of Madison:

BILLY V. COOPER, Clerk

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#### CORRECTED TAX DEED



STATE OF MISSISSIPPI COUNTY OF MADISON

BE IT KNOWN, that Z. H. POOLE, Tax Assessor/Collector of said County of Madison did on the 21st day of September, A.D.,1981, according to law, sell the following described land situated in said County and assessed to MRS IDA D. PUTTERMAN EST, to-wit:

Lot 16 Blk. 2, Dobson-Busse Addn. Dobson Ave. Vac. Bk. 69-6

for taxes assessed thereon for the year A.D., 1980, when PHILLIP NELSON became the best bidder, therefore, at and for the sum of Twenty-one dollars and 59/100 (\$21.59); and the same not having been redeemed, I, therefore, sell and convey said land to the said PHILLIP M. NELSON.

GIVEN UNDER MY HAND, the 26 day of March, 1985.

BILLY V COOPER, CHANGERY CLERK MADISON COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named BILLY V. COOPER, CHANCERY CLERK OF MADISON COUNTY, MISSISSIPPI, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

My Commission Expires:

Motary Public Circlest
MAuguson De

STACE OF MISSISSIPPI, County of	f Madison:		_	
		Said County, certify that t	he within instr	ument was filed
or gold in my dice this 24	day of . D. Tarel	<i>بند</i> 19. <i>8.</i> 5 , at 44	D.D. o'clock	. P M., and
or ford in my the te this 24	day of MAR. 29. 10	Oor 19 Bool	No. 20.40n	Page 76 ic
是"	,,	985, 19, Bool MAR 28 .1985 BILLY V. COOL		
with my hand and seal of o	ffice, this the o	ıf	, 19	• _
		BILLY V. COO	PER, Clerk	-
COUNTY		$By$ $\mathcal{Y}$ $\mathcal{W}$	eht.	D.C

2260

STATE OF MISSISSIPPI CITY OF RIDGELAND COUNTY OF MADISON

Assessor/Collector of said City of Ridgeland, County of Madison, did on the // day of September, A.D., 1979, according to law, sell the following described land situated in said County and assessed to MINOR OLIVER, JR. ET AL, to-wit:

Lots 6-7 less Lot 118 x 369' & 9 less Lot 120 x 55' Lot 8 less Lot 165 x 120' & less Lot 110 x 120 off E/S Blk C Sec. 36-7-1E McLaurin-Tougaloo Addn DB 117-727'

for taxes assessed thereon for the years A.D., 1976 & 1977, when PHILLIP NELSON became the best bidder, therefore, at and for the sum of Sixteen Dollars and 20/100 (\$16.20) and Sixteen Dollars and 20/100 (\$16.20), respectively, and the same not having been redeemed, I, therefore, sell and convey said land to the said PHILLIP NELSON.

GIVEN UNDER MY HAND, the // day of March, 1985.

MARCELLA CANNON, CITY CLERK AND TAX ASSESSOR/COLLECTOR, CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI COUNTY OF MADISON

1.4.4

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, the within named MARCELLA CANNON, CITY CLERK AND TAX ASSESSOR/COLLECTOR, City of Ridgeland, Madison County, Mississippi, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the // day of March, 1985.

My Commission Expires: 1977

#### QUITCLAIM DEED

2261

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, MISSISSIPPI LANDMARK CORPORATION, a Mississippi corporation, P.O. Box 384, Ridgeland, Mississippi 39157, does hereby sell, convey and quitclaim unto PHILLIP M. NELSON and RONALD M. KIRK, as tenants in common, the following described property lying and being situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

That certain 3.28 acre tract as shown on survey plat dated April 15, 1981, attached hereto and fully incorporated herein by reference, and being located in and forming a part of NE 1/4 of Section 19, Township 7 North, Range 2 East, Madison County, Mississippi, and Lots 1 and 2, Block A, Baldwin Farms, a subdivision according to a map or plat thereof filed for record in the office of the Chancery Clerk of Madison County in Plat Book 2 at Page 135. Being more particulary described as follows, to-wit:

Beginning at the intersection of the North right of way of Ridgeland Avenue in the City of Ridegland with the West right of way of U.S. Highway No. 51, thence along the following courses and distances.

North 24 degrees 30 minutes East along West right of way of U.S. 51, 200 feet, more or less, to the North line of Lot 2, Block A, Baldwin Farms;

Thence North 65 degrees 25 minutes West along North line of Lot 2, Block A, Baldwin Farms, 325.50 feet;
Thence South 75 degrees 59 minutes West along North line of Lot 2, Block A, Baldwin Farms, 325.50 feet;
Thence South 75 degrees 59 minutes West 93.00 feet;
Thence South 49 degrees 00 minutes West 93.00 feet;
Thence South 37 degrees 30 minutes West 53.00 feet;
Thence South 50 degrees 00 minutes West 61.00 feet;
Thence South 55 degrees 00 minutes West 61.00 feet;
Thence South 48 degrees 10 minutes West 40.00 feet;
Thence Southerly to a point on the North right of way of Ridgeland Avenue which is South 88 degrees 51 minutes 28 seconds West 623.30 feet from the Point of Beginning;
Thence North 88 degrees 51 minutes 28 seconds East 623.30 feet to the Point of Beginning;

Less and Except therefrom any or all of above described property <u>not</u> lying within Lots 1 or 2, Block A, Baldwin Farms Subdivision.

Grantees herein by acceptance of this conveyance assume and agree to pay all ad veloram taxes for the year 1985 and subsequent years.

, .\$ a.

WITNESS THE SIGNATURE of the undersigned on this the 5th day of March, 1985.

MISSISSIPPI LANDMARK CORPORATION

BY: PHILLIP M. NELSON, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF MADISON

personally appeared before ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Phillip M. Nelson, known to me to be the President of Mississippi Landmark Corporation, a Mississippi Corporation, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for and on behalf of said corporation, having been first duly authorized and enpowered to so do and act.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the Report of March, 1985.

Belly V. Cooper, Oh. Clerk Ly Stasteryse

My Commission Expires:

# RELEASE FROM DELINQUENT TAX SALE NDEXED No. (INDIVIDUAL) DELINQUENT-TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON

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BOOM 204 TAGE 80

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<del>,</del>	s thereon for the year 1983, do hereby release said land from all cla	im or title o	d said nuc	chaser on acc	ount of said sale
IN	WITNESS WHEREOF, I have hereunto set my signature and the seal of	i said oilid	e on this i	ne	-EZ Gay G
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	STATEMENT OF TAXES AND CH	ARGES		•	4707
1)	State and County Tax Sold for (Exclusive of damages, penalties, fees)				_s <i>2/3/</i> _
2)	Interest			<u> </u>	_s_ <i>2/7</i> _
-, 3)	Tax Collector's 2% Damages (House Bill No. 14, Session 1932)				_s <u>. 435</u>
4}	Tay Collegeon Advertising an Selling each segarate described subdivision as	set out on	assessment	roll.	
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5)	Printer's Fee for Advertising each separate subdivision		\$1 00 e	ach	_s <u>#50</u> _
6)	Clark's Fee for recording 10cents and indexing 15cents each subdivision.	Fotal 25cer	its each sul	pairision	_s <u> </u>
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(8)	TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR			, ¢	_s <u>32.//</u> _
(9)	5% Damages on TAXES ONLY. (See Item 1)				_s <i>Lu37</i> _
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BOOK 204 FACE 82

STATE OF MISSISSIPPI COUNTY OF MADISON

SPECIAL WARRANTY DEED

20.00

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, MAGNOLIA FEDERAL BANK FOR SAVINGS, a Corporation, does hereby convey and warrant specially unto THE ADMINISTRATOR OF VETERANS AFFAIRS, an Officer of the United States of America, whose principal office and Post Office address is Veterans Administration, Washington, D.C., and his successors in such office, as such, the following described real property, situate and being in the County of Madison, State of Mississippi, and more particularly described as follows:

And that said property being a lot or parcel of land fronting 53.2 feet on the south side of West Fulton Street (old Miss. State Hwy. No. 22), being part of Lots "E" and "F", Block 1, Firebaughs 2nd Addition, lying and being situated in the SW 1/4 of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the west line of said. Lot "F" with the south line of West Fulton Street, said Street having a right of way 40 feet either side of its, center line, and run N 78 degrees 04'E along the south line of West Fulton Street for 53.2 feet to the NW-Corner and point. of beginning of the property herein described; thence N 78 degrees 04'E along the south line of West Fulton Street for 53.2 feet to a point, thence South parallel to the west line of said Lot "F" for 130 feet to a point; thence S' 78° 04'W parallel to the south line of West Fulton Street for 53.2 feet to a point; thence North parallel to the west line of said lot "F" for 130 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto belonging.

The Grantor also assigns and transfers to the Grantee all of the said Grantor's claims and the Note and Deed of Trust upon the property hereby conveyed, said Deed of Trust having been executed by Mary James Cole, a widow to James H. Herring, as Trustee, dated June 27, 1978, and recorded in Book 444, at Page 366, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of Madison County, Mississippi.

MOURE, JONES and FOWER Attorneys of Law P. O. Har 2267 Hattleshurg, MS 39103.2267

601-683-0217

The Grantee assumes and agrees to pay the taxes for the year or 1985. IN WITNESS WHEREOF. Grantor has caused these presents to be signed by its duly authorized officers, and its corporate seal to be affixed hereunto, on this, the 28th day of Linux A.D., 1985. MAGNOLIA FEDERAL BANK FOR SAVINGS A CORPORATION, BY: ROBERT S. DUNCAN, President STATE OF MISSISSIPPI COUNTY OF FORREST Personally appeared before me, the undersigned authority in and for said County and State, the within named, ROBERT S. DUNCAN and THELMA BEESON who acknowledged that as President and Secretary, on behalf and by authority of Magnolia Federal Bank for Savings, a corporation, they signed executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said corporation. Given under my hand and seal of orrice on this the . A.D. 1985 MY COMMISSION EXPIRES: GRANTOR'S ADDRESS: GRANTLE'S ADDRESS: CIO DIRECTOR RELIONAL Veteran's Administration Magnolia Federal P. O. Box 1858 100 W. CAPITOL ST. JACKSON, MS 39269 Hattlesburg, MS 39401 coper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed

OF MISSISSIPPI, County of Madison:

office this . 2. day of . March .... , 19. 85 , at . 9; 00 o'clock . ... M., and The ..... day of ... MAR. 28, 1985....., 19....., Book No. 2.0.4 on Page . 8.2... in

**BILLY V. COOPER, Clerk** 

By M. Wight D.C.

# BOOK 204 PAGE 84

TIT . NOEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned, SHANNON P. KIMBROUGH, does hereby sell, convey and quitclaim unto DAVID SCOTT KIMBROUGH, the land and property lying and being situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 180-B, Village Square Subdivision, Part 1, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Cabinet B, Slot 38, and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of the said Lot 180, said Southeast corner being the POINT OF BEGINNING for the parcel herein described; run thence North along the East lot line of the said Lot 180 for a distance of 131.67' to an Iron Pin; thence turn right through an interior angle of 102°06' and run Northwesterly for a distance of 27.9' along a lot line of the said Lot 180 to an Iron Pin; thence turn right through an interior angle of 126°43' and run Southwesterly for a distance of 10.15' along a lot line of the said Lot 180; thence turn right through an interior angle of 131°11' and run Southerly for a distance of 130.83' along the center of a party wall and the extensions thereof to a point on the North right of way line of Wicklow Place; thence turn right through an interior angle of 90° and run Easterly for a distance of 34.92' along the North right of way line of Wicklow Place to the POINT OF BEGINNING.

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

WITNESS MY SIGNATURE, on this, the 26th day of March, 1985.

SHANNON P. KIMBROUGH

STATE OF MISSISSIPPI

COUNTY OF HINDS

U

personally came and appeared before me, the undersigned authority in and for said county and state, the within named SHANNON P. KIMBROUGH, who acknowledged that she signed and "Welivered the above and foregoing Quitclaim Deed on the day and

year therein mentioned, as her own voluntary act and deed.

GIVEN UNDER MY HAND and official seal of office, this the

26th day of March, 1985.

OTARY PUBLIC

My Commission Expires:

GRANTOR'S ADDRESS: 4216 North Honeysuckle Lane Jackson, Mississippi 39211

GRANTEE'S ADDRESS: 730-B Wicklow Place Ridgeland, Mississippi 39211

PLEASE RETURN RECORDED DEED TO: John C. Underwood, Jr. 4 Post Office Box 16852 Jackson, Mississippi 39236-0852

STATE OF MISSISSIPPI, County of Ma	dison:
Billy Cooper, Clerk of the C	Chancery Court of Said County, certify that the within instrument was filed
or report In my office this day	of M. and 1912. T. at . 7. 0.6 clock M. and
was duly recorded on the day	of MAR 28 1985 19 Book No 204 on Page 84 in
(ny of Rep.)	MAD an an
Tritiness my hand and seal of office,	this the of MAR, 2.8 .1985, 19 BILLY V. COOPER, Clerk
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TOTAL SECTION	By n. Wught Dc

#### WARRANTY DEED

For a valuable consideration not necessary here to mention cash in hand paid to the grantor by the grantee herein, the receipt and sufficiency of which are hereby acknowledged, I, AURIE WILLIAMS MILAM, a widow, do hereby convey and warrant unto JAMES H. SUTHERLAND, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lots Ten (10) and Eleven (11) and ten (10) feet evenly off the east side of Lot Nine (9), all in Block One (1) of CENTER TERRACE ADDITION to the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said Addition now on file in the Chancery Clerk's Office for Madison County, Mississippi, reference to said map or plat being here made in aid of and as a part of this description.

This conveyance is executed subject to:

- (1) Zoning Ordinances and/or Governmental Regulations which may pertain to the above described property.
- (2) Ad valorem taxes for the year 1985, the payment of which grantee assumes by the acceptance of this conveyance.
- (3) Such easements, building restrictions, protective covenants, and oil, gas, and mineral rights as may now be outstanding of record, if any.

WITNESS my signature this 27th day of March, 1985.

auric William Milum

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Given under my hand and official seal this the 27th American Notary Public SEAL Martin Salarian Services

(SEAL)

My commission expires: 5/3//85.

Address of Grantor: 11851 Highdale, No. 258-B, Dallas, Texas 75234 Address of Grantee: 449 North Liberty Street, Canton, Mississippi 39046

ISCIPPI, County of Madison: BILLY V. COOPER, Clerk By M. Uliefit D.C.

QUITCLAIM DEED

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, WILLIAM THEODORE CLARK, JR., do hereby convey and quitclaim unto OLIVE GENEVA CLARK MORGAN, MARION ANNETTE CLARK IVY, EDWARD LEWIS CLARK, JR., MAVIS ANNETTE CLARK LENNEP and GEORGE IRVIN CLARK, JR., the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A parcel of land containing 60.00 acres, more or less, lying and being situated in the SW 1/4 of Section 3, the SE 1/4 of Section 4, the NE 1/4 of Section 9, and the NW 1/4 of Section 10, Township 7 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the common corner of Sections 3, 4, 9 and 10, Township 7 North, Range 2 East, and run thence North 00 Degrees 05 Minutes West along the Section Line for 899.89 feet; run thence West for 91.83 feet; run thence South for 521.96 feet to the Point of Beginning of the land herein described; and run thence East for 866.61 feet; run thence South for 3015.18 feet to the Northern R.O.W. Line of Hoy Road; run thence South 89 Degrees 54 Minutes West along said R.O.W. Line for 866.61 feet; and run thence North for 3016.60 feet back to the Point of Beginning.

WITNESS my signature, this the 25 day of March, 1985.

William Theodore Clark, Jr.

STATE OF MISSISSIPPI COUNTY OF MADISON

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A. . . .

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named WILLIAM THEODORE CLARK, JR., who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein

Given under my hand and official seal this the 23 day of 1985.

(SEAD) 200

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...5 A

Address of Grantor:

William Theodore Clark, Jr. 126 Hoy Road Madison, Mississippi 39110 Address of Grantees:

Olive Geneva Clark Morgan
P. O. Box 155
Abbeville, Georgia 31001

Marion Annette Clark Ivy
52 Old Hickory Road
Grenada, Mississippi 38901

Edward Lewis Clark, Jr.
P. O. Box 219
Madison, Mississippi 39110

Mavis Annette Clark Lennep 4701 Forrest Street Moss Point, Mississippi 39563

George Irvin Clark, Jr. 3625 Thal Road Titusville, Florida 32780

STATE 35 1891, County of Madison:

STATE 35 1891, C

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#### QUITCLAIM 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 are hereby acknowledged, the undersigned GLENN C. PATTERSON does hereby transfer, bargain convey and quitclaim unto PATRICIA ANN PATTERSON all of his right title and interest in and to that certain property lying and being situated in Madison County, Mississippi, and more particularly described as follows, to wit:

Being situated in the E 1/2 of Section 29, T8N, R2E, Madison County, Mississipp1, and being more particularly described as follows:

Commence at the intersection of the eastern boundary of aforesaid Section 29, T8N, R2E, with the Southern R.O.W. line of Gluckstadt Road, as if is now (May, 1981) in use, and run South 89 degrees 58 minutes 00 seconds West, along said southern R.O.W. line of Gluckstadt Road, 1167.09 feet to an iron bar marking the NE corner of and the Point of Beginning for the property herein described; run thence South 20 degrees 49 minutes 00 seconds East, 331.09 feet to an iron bar; run thence South 0 degrees 06 minutes 30 seconds East, 577.40 feet to an iron bar; run thence South 89 degrees 53 minutes 00 seconds West, 264.93 feet to an iron bar; run thence North 0 degrees 07 minutes 00 seconds West, 887.35 feet to an iron bar on the aforesaid southern R.O.W. line of Gluckstadt Road; run thence North 89 degrees 58 minutes 00 seconds East, along the said southern R.O.W. line, 147.96 feet to the Point of Beginning, containing 4.98 acres, more or less.

WITNESS MY SIGNATURE, this the 16 day of March, 1985.

STATE OF MISSISSIPPI COUNTY OF Medical

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid and while within my official jurisdiction, Glenn C. Patterson, who acknowledged to me that he signed and delivered the above and foregoing Quitclaim Deed as his voluntary act and deed and for the purposes therein stated on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the

NOTHRY PUBLIC

My Comm. Expires: May 27, 1987

STATE OF MISSISSIPP. County of Madison:

| Billy Cooper, | k of the Chancery Court of Said County, certify that the within instrument was filed for reford in my office this | day of | MAR. 28. 1985 | 19 | Book No 2.0 fon Page | S. | in my office | MAR. 28. 1985 | 19 | BILLY V. COOPER, Clerk | By | D.C.

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#### QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (§10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned GLENN C. PATTERSON does hereby transfer, bargain convey and quitclaim unto PATRICIA ANN PATTERSON all of his right title and interest in and to that certain property lying and being situated in Madison County, Mississippi, and more particularly described as follows, to wit:

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

Beginning at the Southeast corner of the aforesaid Section 29 and run West, along the South boundary of Section 29, 534.30 feet to an iron bar; run thence North 2 degrees 54 minutes 37 seconds West, 2430.50 feet to the Southern R.O.W. line of Interstate Highway 55; run thence Northeasterly, counterclockwise, along the arc of a curve in the said Southern R.O.W. line of Interstate Highway 55, 16.94 feet to a concrete R.O.W. monument marking the point of tangency of said curve; said curve having the following characteristics: central angle of 0 degrees 09 minutes 55 seconds and radius of 5879.42 feet; run thence North 49 degrees 15 minutes 35 seconds East, along the Southern R.O.W. of said Interstate Highway 55, 825.37 feet to the East boundary of aforesaid Section 29; run thence South 0 degrees 22 minutes 31 seconds East along the East boundary of said Section 29, 2977.13 feet to the Point of Beginning, containing 36.819 acres, more or less.

WITNESS MY SIGNATURE, this the 1/2 day of March, 1985.

GLENN C. PATTERSON

STATE OF MISSISSIPPI COUNTY OF Malein

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid and while within my official jurisdiction, Glenn C. Patterson, who acknowledged to me that he signed and delivered the above and foregoing Quitclaim Deed as his voluntary act and deed and for the purposes therein stated on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the

Unitett M. lausuleyer

My Comm. Expires: 1987

# BOOK 204 PAGE 91

THOEXED 2000

#### WARRANTY DEED

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, WOODROW SHAW, JR., THERESA SHAW, DENISE SHAW, MONICA SHAW, WILLIAM SHAW and DERRICK SHAW, Grantors, do hereby convey and forever warrant unto LORRAINE SHAW our entire interest in the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Starting at Section corner common to Sections 10,11,14 and 15, Township 10 North, Range 4 East, MAdison County, Mississippi, and running North 89 degrees 38 minutes West a distance of 2640.0 feet to the point of beginning of the survey;

From said point of beginning run North 5 degrees 35 minutes East a distance of 330.8 feet; thence run North 89 degrees 52 minutes East a distance of 3311.0 feet to Kentuckta Creek; thence run along the creek South 9 degrees 32 minutes West a distance of 362.1 feet; thence North 89 degrees 38 minutes West a distance of 3283.0 feet to the point of beginning.

Containing 20.2 acres in the SE% of Section 10 and 5.6 acres in the SW% of Section 11, Township 10 North, Range 4 East, Madison County, Mississippi.

Being Tract VIII of the division of the William Shaw Estate..

SUBJECT ONLY to the following, to-wit:

- 1. State of Mississippi and County of Madison ad valorem taxes for the year of 1984.
  - 2. Right of way over and across this property reserved by prior owners.
- 3. Madison County Mississippi Zoning and Subdivision Regulation Ordinance of 1964, as amended, adopted April 6, 1964 and recorded in Supervisor's Minute Book AD at Page 266, in the records of the Chancery Mississippi.

The reservation of oil, gas and mineral rights by prior owners.

WITNESS OUR SIGNATURES, this Moth day of March, 1985.

My Commission Expires Dec 7; 1988

N SHAW JH

RESA SHAW

NISE SHAW

MILLIAN SHAW

DERRICK SHAW

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STATE OF COUNTY OF PERSONALLY APPEARED before me, the undersigned authority in and for said County and State aforesaid, the within named WOODROW SHAW, JR. who acknowledged to me that he did sign and deliver the above mentioned instrument on the date and for the purposes therein stated. GIVEN UNDER MY HAND and official seal, this oth day of March 19854 · "家庭和海 (SEAL) MY CONSISSION EXPIRES: My Commission Expires Dec 7, 1988 STATE OF COUNTY OF FERSONALLY APPEARED before me, the undersigned authority in and for said County and State aforesaid, the within named - TERESA SHALL who acknowledged to me that SHE did sign and deliver the above mentioned instrument on the date and for the purposes therein stated. GIVEN.UNDER MY HAND and official seal, this that of (SEAL) JOYAN MY COMMISSION EXPIRES: My Commission Expires Dec 7, 1988 STATE OF 1 COUNTY OF A. Clar PERSONALLY AFFEARED before me, the undersigned authority in and for said County and State aforesaid, the within named DENISE SHAW who acknowledged to me that she did sign and deliver the above mentioned instrument on the date and for the purposes therein stated. GIVEN WIDER MY HAND and official seal, this bth day of

NOTARY PUBLIC

1965, 07/17

MY CCYMISSION EXPIRES: My Commission Expires Doc 7; 1988

· Asseria
STATE OF Illinols
COUNTY OF At-Clean
PERSONALLY APPEARED before me, the undersigned authority in and for
said County and State aforesaid, the within named MONICA SHAW
who acknowledged to me that She did sign and deliver the above mentioned
instrument on the date and for the rurposes therein stated.
GIVEN UNDER MY HAND and official seal, this loth day of March
19845
(SEAL) NOTARY JUBLIC
MY COMMISSION EXFIRES: My Commission Expires Dec 7; 1988
" " " " Company of the company of th
STATE OF Selences
COUNTY OF St Clair
FERSONALLY AFFEARED before me, the undersigned authority in and for
said Councy and State aforesaid, the within named william shaw
who acknowledged to me that he did sign and deliver the above mentioned
instrument on the date and for the purposes therein stated.
GIVEN UNDER MY HAND and official seal, this files of March
198.5.
(SEAL) NOTARY FUBLIC
MY. GOMMISSION EXPIRES: My Commission Expires Dec 7; 1988
Sa. 55 / 1
STATE OF Blende
COUNTY OF St. Claus
PERSONALLY AFFEARED before me, the undersigned authority in and for
said County and State aforesaid, the within named DERRICK SHAW,
who acknowledged to me that he did sign and deliver the above mentioned
instrument on the date and for the purposes therein stated.
GIVEN UNDER MY HAND and official seal, this/th/day of harch,
19:89: Anni B Janett
(SEAL) NOTARY PUBLIC
MY COMMISSION, EXPIRES: NV Commission Expires Dec 7, 1988
STATE OF MISSISSIPPI, County of Madison:
LAND W-G00 Slerk of the Chancery Court of Said County, certification that the within instrument was filed
for proof in my office day of D. MAR 28 1985, 19
my office MAR 28 1985 19
BILLY V. COOPER, Clerk
By W. right D.C.

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#### APPOINTMENT OF SUCCESSOR CO-TRUSTEE

Pursuant to Article Eight, Paragraph D of the Last Will and Testament of James Frederick Sutherland, dated January 27, 1951, as Co-Trustee, I, Prudence S. Brooks, hereby exercise the unqualified right and power to elect to substitute a new corporate trustee. The Norwest National Bank of Minneapolis (formerly Northwestern National Bank of Minneapolis) is hereby relieved of its duties as Co-Trustee, and the National City Bank of Minneapolis is hereby appointed Successor Co-Trustee of the James Frederick Sutherland Trust.

WITNESS my signature on this, the 19 day of Michael.

Prudence S. Brooks, Co-Trustee of James Frederick Sutherland Trust

STATE OF MINNESOTA COUNTY OF HENNEPIN

THIS day personally appeared before me, the undersigned authority in and for said county and state, the within named Prudence S. Brooks, Co-Trustee of James Frederick Sutherland Trust, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her own voluntary act and deed:

of GIVEN under my hand and official seal on this, the 19 day of

NOTARY PUBLIC

My Commission Expires:

3-15-67

National City Bank of Minneapolis Post Office Box E1919 Minneapolis, Minnesota 55480

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STATE OF MISSISSIPPL County of	£ 8.8		
STATE OF MISSISSIPPI County of	r manison:		
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or ecord in my office this.	MAR 28 1985	0 ^	510
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by office. The same	•		
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INDEXED

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, LUCY FLEMING, (widow or Walter Fleming) do hereby convey and warrant unto WALTER FLEMING, JR., JOHN WESLEY FLEMING, W. B. FLEMING, MOZEL FLEMING, EZEL FLEMING, MATTIE LEE BLEDSO, ELIZABETH SIMS and ARNISHA FLEMING, all of my right, title and interest in and to the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A tract of land in the W½ SW% of Section 5, Township 10 North, Range 5 East, described as beginning at the northwest corner of said W½ of SW%, and run thence south 8 degrees 10 minutes east along a ditch to a canal, thence northeasterly along the canal 16.0 chains to the east line of said W½ of SW%, thence north 27.40 chains to the northeast corner of said W½ of SW%, thence west 20 chains to the point of beginning, containing 55 acres, more or less; LESS AND EXCEPT one (1) acre as was heretofore conveyed to Walter Fleming, Jr., by deed dated September 2, 1961 and recorded in Book 82 at Page 153, of the records of the Chancery Clerk of Madison County, Mississippi.

Grantor hereby excepts and reserves unto herself a life estate in and to the above described property for and during the term of her natural lifetime.

WITNESS my signature this the 264 day of MACK: 1985.

Lucy Fleming Linning

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Given under my hand and official seal this the <u>BEXR</u> day of <u>Acquiling M. (office</u> Anotary Public

(SEAL):2

My commission expires:

Deputy Clark

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STATE OF MISSISSIPA	County of Madison:	*		
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my/office.	al of office, this the .	as MA	AR 28 1985 19.	
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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 consideration the receipt and sufficiency of which is hereby acknowledged, I, the undersigned ELMARIE BROWNING-HAWKINS, do hereby sell, convey, release and quitclaim unto EUGENE HAWKINS and ELMARIE BROWNING HAWKINS as joint tenants with right of survivorship and not as tenants in common the following described land and property lying and being situated in the City of Ridgeland, Madison County, Mississippi, to-wit:

Lot Eleven (11), RIDGELAND PARK SUBDIVISION, according to the map or plat thereof which is on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 4 at Page 4 thereof, reference to which is hereby made in aid of and as a part of this description.

Grantee, Eugene Hawkins, joins in this conveyance relinquishing his life estate previously reserved in Book 202 at Page 216.

WITNESS OUR SIGNATURES, this 27th day of March, 1985. EUGENE HAWKING

e Browning
BROWNING

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me the undersigned authority in and for the State and County aforesaid EUGENE HAWKINS and ELMARIE BROWNING HAWKINS who acknowledged that they signed and delivered the foregoing instrument on WITNESS MY SIGNATURE AND SEAL this 22 day of March 1985.

NOTARY PUBLIC

-1 My commission expires:7///rr
GRANTORS

Eugene and Elmarie Browning Hawkins TIS Recau Drive, Ridgeland, MS 39157

	of Madison: the Chancery Court of Said County, certify that the within instrument dday of	filed
ATE OF MISSISSIPPI, County	of Madison.	Max Inco
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	By m. Wright	
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TNDEXED

2350

## BOOK 204 PAGE 97

#### WARRANTY DEED

11.00

March of

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and yaluable consideration, the receipt and sufficiency of which is hereby acknowledged, CITIZENS BANK AND TRUST COMPANY OF BELZONI, MISSISSIPPI, a Mississippi banking corporation, Grantor, does hereby convey and forever varrant unto BILLY T. DEES and wife, LINDA M. DEES, as joint tenants with full rights of survivorship and not as tenants in common, Grantees, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

E1/2 SW1/4 and all that part of the W1/2 SE1/4 that lies West and South of Tilda Bogue Creek and a strip 40 feet wide evenly off the south end of the SW1/4 SW1/4 all in Section 9, Township 9 North, Range 3 East, Madison County, Mississippi.

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

- 1. County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: 340. ; Grantee: 940.
- . 2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
- 3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
- 4. Rights-of-way and easements for roads, power lines, and other utilities.
- 5. A deed of trust from G. M. Case, Grantor, to Frances J. Edwards, Beneficiary, in the original principal amount of \$130,000.00 dated May 9, 1974, and recorded in Book 402 at page 884 in the records in the office of the Chancery Clerk of Madison County, Mississippi. Said deed of trust has been assumed by Billy T. Dees and wife, Linda M. Dees, as part of the purchase price for a portion of the lands covered by said deed of trust, said assumption is recorded in Book 184 at page 296 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

6. A right of way deed from J. G. Calhoun to Mississippi Gas and Electric Company dated October 1, 1929, and recorded in Book CT at page 136 in the records of the aforesaid clerk.

WITNESS MY SIGNATURE this the 28th day of March, 1985.

CITIZENS BANK & TRUST COMPANY OF BELZONI, MISSISSIPPI, a Mississippi banking corporation

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named J. MICHAEL ELLIS, who is the President of Citizens Bank and Trust Company of Belzoni, Mississippi, a Mississippi banking corporation, and as such, he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated in the name of, for and on behalf of the said corporation, he being first duly authorized so to do.

GIVEN UNDER MY HAND AN OFFICIAL SEAF, this the ZB day of

\_\_, 1985. Narch Santanna.

MY COMMISSION EXPIRES:

Grantor:

P. O. Box 668

Canton, Mississippi 39046

Grantee:

p. O. Box 156 Canton, Mississippi 39046

458:433/2855

unit,

| STATE OF MISSISSIPPI. Country of Madison:  STATE OF MISSISSIPPI. Country of Madison:  STATE OF MISSISSIPPI. Country of Madison:  for feeofd ig man of ice his day of APR 3 1985  APR 3 1985  Was duly recorded on the day of APR 3 1985  Was duly recorded on the day of APR 3 1985  Was duly recorded on the day of APR 3 1985  Was duly recorded on the day of APR 3 1985  Was duly recorded on the day of APR 3 1985  Was duly recorded on the day of APR 3 1985   , and  |
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| was duly recorded on the day of   |        |
| my office BILLY V. COOPER, Clerk With and the Cooper of office, this the By   | ., D.O |
| By D. Williams  |        |
|   |        |