

INDEXED

GRANTORS: LEWIS D. DALVIT, JR. and
LOIS PATRICIA DOUGAN DALVIT
P.O. Box 2052
Jackson, MS 39225

GRANTEES: CHARLES G. DANNIS and wife,
ANN B. DANNIS
c/o Crosson Dannis, Inc.
5445 La Sierra #400
Dallas, TX 75231

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand this day paid, and other good and valuable considerations, including \$600,000.00 evidenced by an installment promissory note of even date herewith secured by a purchase money deed of trust executed by Grantees to Grantors, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned LEWIS D. DALVIT, JR. and LOIS PATRICIA DOUGAN DALVIT, do hereby sell, convey, and warranty unto CHARLES G. DANNIS and wife, ANN B. DANNIS, that certain land and property lying and being situated in Ridgeland, Madison County, State of Mississippi, and more particularly described in Exhibit "A" hereto, which is incorporated herein by reference and signed for identification.

The house situated on the above-described property is not included in this conveyance. Grantors or their representative may remove said house from the property within sixty (60) days after the filing of this deed in the land records of Madison County, Mississippi. Should the house remain on the property after the 60th day from said date, it shall become the property of the Grantees herein.

This conveyance and the warranty hereof are subject to:

1. The following items shown on the survey plat R-746 of Rutledge and Associates, Inc. of Jackson, Mississippi dated May 14, 1984:

Drain along east property line.

Encroachment of fence along south property line.

Utility service line to improvements on property.

2. An undivided one-half of one-eighth interest in oil, gas and other minerals in, on and under the above described property which interest is outstanding and held by other parties.

Grantors reserve hereunder an express vendor's lien for the entire unpaid purchase money consisting of the above mentioned note and purchase money deed of trust, together with the interest thereon, cost of collection and all other amount accruing or to accrue thereunder. A cancellation of record of said deed of trust shall serve as a cancellation of this vendor's lien as fully as though made specifically hereasto.

Ad valorem taxes for the current year have been prorated as of the date of this conveyance by estimate based on the prior year's taxes. In the event that such estimate is not correct, the parties hereto will make the appropriate adjustment for the accurate proration of said taxes as of the date of this conveyance.

WITNESS OUR SIGNATURES this, the 25th day of March, 1985.

Lewis D. Dalvit, Jr.
LEWIS D. DALVIT, JR.

Lois Patricia Dougan Dalvit
LOIS PATRICIA DOUGAN DALVIT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named LEWIS D. DALVIT, JR. and wife, LOIS PATRICIA DOUGAN DALVIT, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, as their own free act and deed.

Given under my hand and official seal of office, this, the 28th day of March, 1985.

Anthony Fick Ward
NOTARY PUBLIC

My commission expires:

5-12-86

EXHIBIT "A"

The following described tract of land known as Lots 2 and 3 of Block 31 of Highland Colony Subdivision, situated entirely within the NE 1/4 of Section 31, T7N, R2E, Ridgeland, Madison County, Mississippi and being more particularly described as follows:

Commencing at a concrete right-of-way marker at the southwest intersection of Pear Orchard Road and Peach Orchard Road in the City of Ridgeland, Madison County, Mississippi; run thence South 89 degrees 30 minutes 30 seconds west for 625.18 feet along the south right-of-way line of Peach Orchard Road to the POINT OF BEGINNING of the following described tract of land; thence

South 00 degrees 09 minutes 00 seconds West for 634.71 feet; thence

North 89 degrees 57 minutes 44 seconds West for 1316.30 feet; thence

North 00 degrees 07 minutes 24 seconds East for 635.00 feet to the South right-of-way line of Peach Orchard Road; thence

South 89 degrees 56 minutes 58 seconds East for 1316.59 feet along said South right-of-way line to the POINT OF BEGINNING of the above described tract of land.

LESS AND EXCEPT one hundred feet (100') off the north end of the above-described property, which one-hundred-foot (100') strip fronts on its north boundary on the south right-of-way line of Peach Orchard Rd.

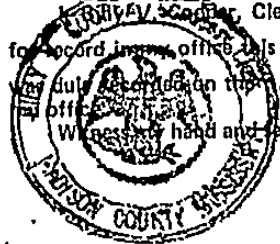
Signed for Identification:

Lewis D. Dalvit Jr.
LEWIS D. DALVIT, JR.

Lois Patricia Dougan Dalvit
LOIS PATRICIA DOUGAN DALVIT

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this *18* day of *March*, 19*85*, at *2:25* o'clock *P*.M., and was duly recorded on the *APR 3* day of *1985*, 19*85*, Book No. *204*, on Page *99* in my office at *APR 3 1985*.



Witness my hand and seal of office, this the *18* day of *March*, 19*85*.

BILLY V. COOPER, Clerk

By *M. J. Wright*, D.C.

Drain along east property line.

Encroachment of fence along south property line.

Utility service line to improvements on property.

2. An undivided one-half of one-eighth interest in oil, gas and other minerals in, on and under the above described property which interest is outstanding and held by other parties.

The Grantors herein reserve hereunder an expressed vendor's lien to secure Grantees' assumption and agreement to pay and perform the above-mentioned note and purchase money deed of trust, together with interest thereon, cost of collection and all other amounts accruing or to accrue thereunder. A cancellation of record of said deed of trust shall serve as a cancellation of this vendor's lien as fully as though made specifically hereasto.

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 OUR SIGNATURES this, the 25th day of March, 1985.

GRANTEE:

NORTHPARK JOINT VENTURE
a Texas joint venture
CONSISTING OF:

(1) Telstar, a Texas general
partnership acting through
its managing partner:

P.P. Schiff
STEVEN S. SCHIFF

(2) Charles G. Dannis
CHARLES G. DANNIS

(3) Stephen Crosson
STEPHEN CROSSON

(4) Robert Barry Howard
ROBERT BARRY HOWARD

GRANTORS:

Charles G. Dannis
CHARLES G. DANNIS

Ann B. Dannis
ANN B. DANNIS

BOOK 204 PAGE 104

STATE OF Texas

COUNTY OF Dallas

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named CHARLES G. DANNIS and wife, ANN B. DANNIS, who acknowledged to me that they 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 2nd day of March, 1985.

[Signature]
NOTARY PUBLIC

My Commission Expires:

4/30/88

The following described tract of land known as Lots 2 and 3 of Block 31 of Highland Colony Subdivision, situated entirely within the NE 1/4 of Section 31, T7N, R2E, Ridgeland, Madison County, Mississippi and being more particularly described as follows:

Commencing at a concrete right-of-way marker at the southwest intersection of Pear Orchard Road and Peach Orchard Road in the City of Ridgeland, Madison County, Mississippi; run thence South 89 degrees 30 minutes 30 seconds west for 625.18 feet along the south right-of-way line of Peach Orchard Road to the POINT OF BEGINNING of the following described tract of land; thence

South 00 degrees 09 minutes 00 seconds West for 634.71 feet; thence

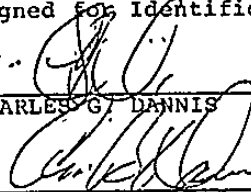
North 89 degrees 57 minutes 41 seconds West for 1316.30 feet; thence

North 00 degrees 07 minutes 24 seconds East for 635.00 feet to the South right-of-way line of Peach Orchard Road; thence

South 89 degrees 56 minutes 58 seconds East for 1316.59 feet along said South right-of-way line to the POINT OF BEGINNING of the above described tract of land.

LESS AND EXCEPT one hundred feet (100') off the north end of the above-described property, which one-hundred-foot (100') strip fronts on its north boundary on the south right-of-way line of Peach Orchard Rd.

Signed for Identification:


CHARLES G. DANNIS


ANN B. DANNIS

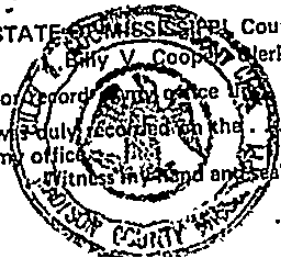
STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 28 day of May, 1985 at 2:25 clock P.M., and was duly recorded on the 28 day of May, 1985, Book No 204 on Page 102 in my office.

Witness in my hand and seal of office, this the 3 day of APR 3, 1985, 1985.

BILLY V. COOPER, Clerk

By  N. Wright, D.C.



INDEXED

2319

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, We, JOE E. MAPP and BARBARA N. MAPP, husband and wife, do hereby sell, convey and warrant unto CECIL W. HARPER and KAREN B. HARPER, husband and wife, as joint tenants with full right of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

A certain parcel of land being situated in the East 1/2 of the Northeast 1/4 of Section 1, T7N-R2E, Madison County, Mississippi also being a part of Lots 1 and 2, Pine Hill Acres 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 Book 6 at Page 15 and 16, reference to which is made in aid hereof and as a part of this description; said parcel is more particularly described as follows:

Beginning at the Northeast corner of said Lot 1, Pine Hill Acres Subdivision and run thence South 00 degrees 16 minutes 35 seconds East along the East line of said Lot 1 for a distance of 259.68 feet to the Southeast corner thereof; run thence South 00 degrees 30 minutes 34 seconds East along the East line of the aforesaid Lot 2 for a distance of 155.91 feet to the Southeast corner thereof; said corner being on the northerly line of Crescent Lake Drive (as now laid out and improved, March, 1985); run thence South 49 degrees 14 minutes 28 seconds West along the northerly line of said Crescent Lake Drive and the southerly line of said lot for a distance of 99.46 feet to the Point of Curvature of a 17.46290 degree curve to the right, having a central angle of 39 degrees 11 minutes 39 seconds and a radius of 328.10 feet; run thence southwesterly along the arc of said curve for an arc distance of 101.40 feet;

said arc having a chord bearing of South 58 degrees 05 minutes 26 seconds and a chord distance of 101.00 feet; thence leaving the northerly line of said Crescent Lake Drive, run North 21 degrees 15 minutes 13 seconds West for a distance of 577.08 feet to a point on the North line of said Lot 1; run thence South 89 degrees 23 minutes 15 seconds East along the North line of said Lot 1 for a distance of 367.64 feet to the Northeast corner thereof and the POINT OF BEGINNING, containing 3.05 acres, more or less.

This conveyance is made subject to and there is excepted from the warranty herein contained the following:

1. The lien of the 1985 ad valorem taxes, which taxes are not yet due and payable.
2. All applicable zoning ordinances of Madison County, Mississippi.
3. All valid and existing oil, gas and mineral leases, mineral rights, mineral and royalty sales, and reservations, if any, reserved by predecessors in title.
4. Those certain restrictive covenants for District 3, Madison County, of record at Minute Book Z, page 545, and to the county-wide Zoning Ordinance, April 6, 1964, appearing of record in Book AD at Page 266 of the Minutes of the Board of Supervisors of Madison County, Mississippi.
5. That certain right-of-way and release of damages of record in Book 57 at Page 271.
6. That right of ingress and egress in favor of O. E. Anderson and Mrs. O. E. Anderson, or the survivor of them, if any, created by instrument of record in Book 114 at Page 544 of the records of the office of the Chancery Clerk of Madison County, Mississippi.

Ad valorem taxes for the year 1985 have been prorated as of this date between Grantors and Grantees and the Grantors

BOOK 204 PAGE 107

shall not be responsible for any ad valorem taxes after this date.

WITNESS our signatures on this the 15 day of March, 1985.

Joe E. Mapp
JOE E. MAPP

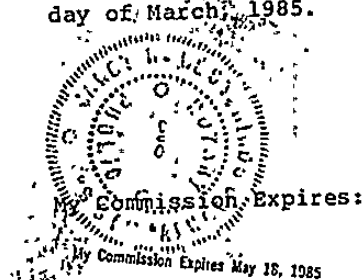
Barbara N. Mapp
BARBARA N. MAPP

BOOK 204 PAGE 108

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JOE E. MAPP and BARBARA N. MAPP, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 15th day of March, 1985.



Janet P. West
NOTARY PUBLIC

The address of the Grantors is:

Mr. Joe E. Mapp
Mrs. Barbara N. Mapp
558 South Deerfield Drive
Route 3
Canton, Mississippi 39046

The address of the Grantees is:

Mr. Cecil W. Harper
Mrs. Karen B. Harper
222 Casa Urbano Drive
Clinton, Mississippi 39056

3

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 28 day of March, 1985, at 3:00 o'clock P. M., and was duly recorded on the 28 day of March, 1985, Book No. 204 on Page 108 in my office.

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

BILLY V. COOPER, Clerk

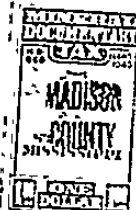
By B. V. Cooper, D.C.

WARRANTY DEED

BOOK 204 PAGE 109

INDEXED
12320

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP, whose address is c/o Louis B. Gideon, 4 Old River Place, Suite D, Jackson, Mississippi 39202, does hereby sell, convey and warrant unto DAVID L. ASHCRAFT and wife, PHOEBE D. ASHCRAFT, as joint tenants with full rights of survivorship and not as tenants in common, whose address is P. O. Box 7189, Jackson, Mississippi 39212, the following land and property situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:



Lot 12-A, INGLESIDE, a subdivision, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, Slide B-69, reference to which is hereby made in aid of and as a part of this description.

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

THIS CONVEYANCE is made subject to those certain covenants affecting Ingleside Subdivision recorded in Book 550 at Page 333, and to any easements shown on the plat aforesaid.

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

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

Grantee is indebted to Grantor for part of the payment of the purchase price for which Grantor retains a vendor's lien. Said vendor's lien shall be cancelled upon payment to Grantor by

Grantee of any purchase money indebtedness as evidenced by a Purchase Money Deed of Trust.

WITNESS THE SIGNATURE OF THE UNDERSIGNED this the 26th day of March, 1985.

INGLESIDE ASSOCIATES, A MISSISSIPPI
GENERAL PARTNERSHIP

BY:

Louis B. Gideon
LOUIS B. GIDEON, MANAGING PARTNER

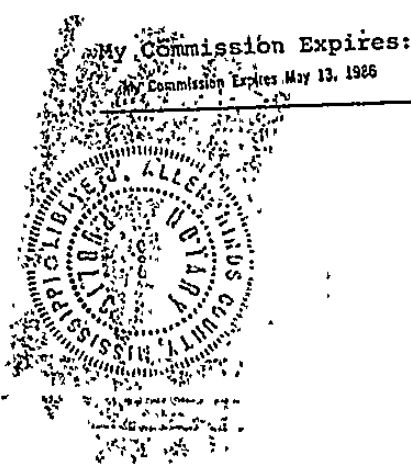
William S. Hamilton
WILLIAM S. HAMILTON, MANAGING
PARTNER

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 26th day of March, 1985.

Libbie I. Allen
NOTARY PUBLIC



WD-Ashcraft--INGLES

BOOK 204 PAGE 110

ROBERT B. BARNES

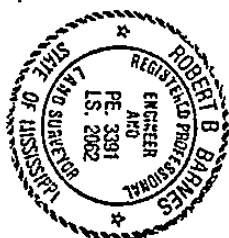
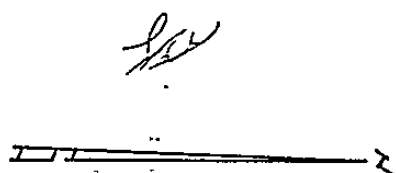
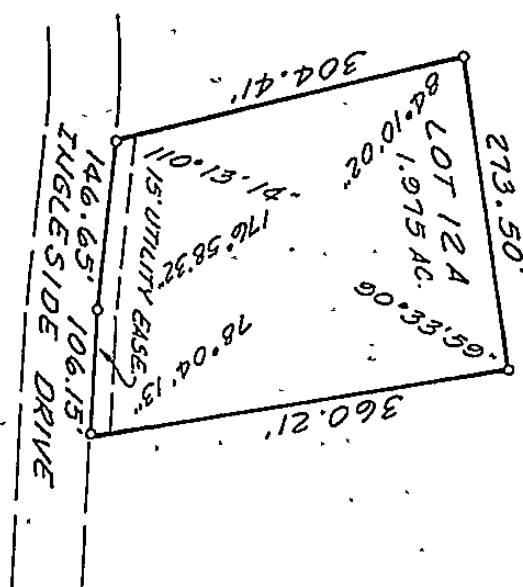
CIVIL ENGINEER & LAND SURVEYOR

SCALE: 1"=125'

DATE: 3-11-85

BOOK 204 PAGE 111

LOT 124, INGLETSIDE
MADISON COUNTY, MISS.



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 28 day of March, 1985, at 3:00 o'clock P.M., and was duly recorded on the APR 3 1985 day of April, 1985, Book No. 204 on Page 111 in my office.

Witness my hand and seal of office, this the APR 3 1985 day of April, 1985.

BILLY V. COOPER, Clerk

By *N. Wright*, D.C.

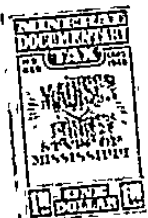
C

WARRANTY DEED

BOOK 204 PAGE 112 2332

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP, whose address is c/o Louis B. Gideon, 4 Old River Place, Suite D, Jackson, Mississippi 39202, does hereby sell, convey and warrant unto MARTIN L. BUCKNER and wife, LEIGH F. BUCKNER, as joint tenants with full rights of survivorship and not as tenants in common, whose address is 568 Canton Club Circle, Jackson, Mississippi 39211, the following land and property situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:



Lot 29, INGLESIDE, a subdivision, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Slide B-69, reference to which is hereby made in aid of and as a part of this description. Subject to fence encroachment on South side as per attached plat.

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

THIS CONVEYANCE is made subject to those certain covenants affecting Ingleside Subdivision recorded in Book 550 at Page 333, and to any easements shown on the plat aforesaid.

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

WITNESS THE SIGNATURE OF THE UNDERSIGNED this the 22nd day of March, 1985.

INGLESIDE ASSOCIATES, A MISSISSIPPI
GENERAL PARTNERSHIP
BY: Louis B. Gideon
LOUIS B. GIDEON, MANAGING PARTNER
William S. Hamilton
WILLIAM S. HAMILTON, MANAGING PARTNER

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

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


NOTARY PUBLIC

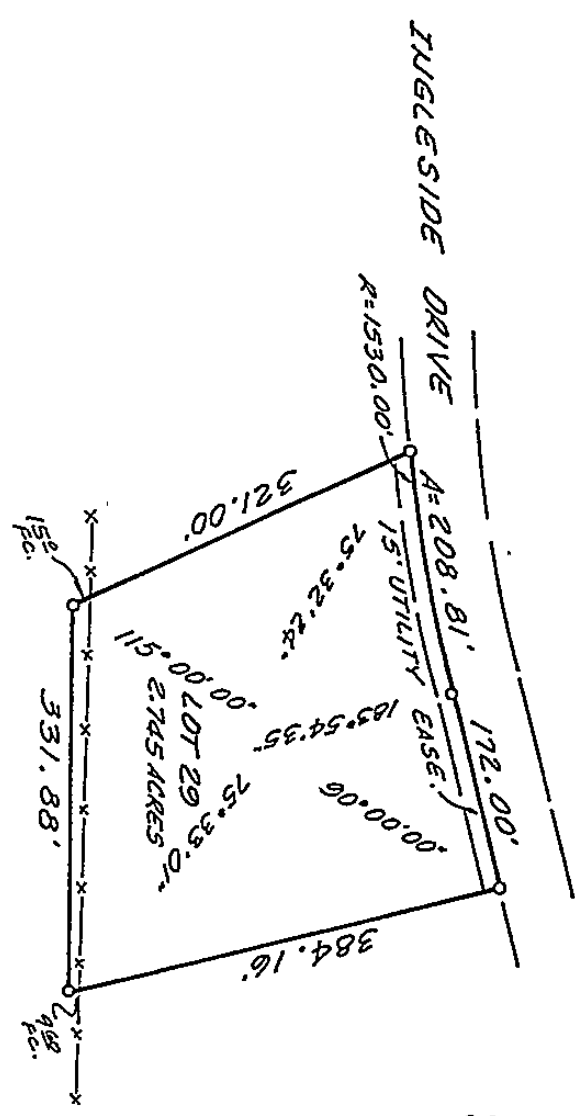
My Commission Expires:
My Commission Expires May 13, 1988



WD-Buckner--INGLES

BOOK 204 PAGE 113

BOOK 204 PAGE 114



DESCRIPTION - LOT 29, INGLETSIDE, MADISON COUNTY, MISSISSIPPI



STATE OF MISSISSIPPI County of Madison:
 I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
 for record in my office this 28 day of March, 1985, at 3:00 o'clock P. M., and
 was duly recorded on the APR 3 day of 1985, 1985, Book No 204 on Page 112 in
 my office.
 Witness my hand and seal of office, this the APR 3 day of 1985, 1985.
 BILLY V. COOPER, Clerk
 By n. wright, D.C.

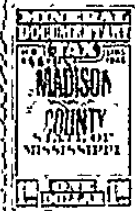
WARRANTY DEED

BOOK 204 PAGE 115

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP, whose address is c/o Louis B. Gideon, 4 Old River Place, Suite D, Jackson, Mississippi 39202, does hereby sell, convey and warrant unto PATRICK D. DORSEY and wife, CAROL A. DORSEY, as joint tenants with full rights of survivorship and not as tenants in common, whose address is 100 W. Capitol St., Suite 504, Attn: Stop 3, Jackson, Ms. ³⁹²⁶⁹ the following land and property situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Lot 24, INGLESIDE, a subdivision, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Slide B-69, reference to which is hereby made in aid of and as a part of this description.



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

THIS CONVEYANCE is made subject to those certain covenants affecting Ingleside Subdivision recorded in Book 550 at Page 333, and to any easements shown on the plat aforesaid.

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

WITNESS THE SIGNATURE OF THE UNDERSIGNED this the 8th day of March, 1985.

INGLESIDE ASSOCIATES, A MISSISSIPPI
GENERAL PARTNERSHIP

BY:

Louis B. Gideon
LOUIS B. GIDEON, MANAGING PARTNER

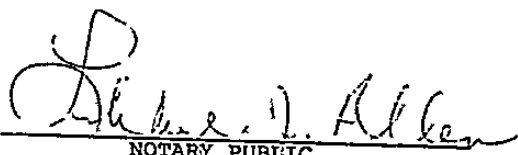
William S. Hamilton
WILLIAM S. HAMILTON, MANAGING PARTNER

STATE OF MISSISSIPPI
COUNTY OF HINDS

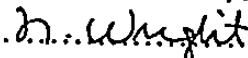
BOOK 204 PAGE 116

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

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the
8th day of March, 1985.


NOTARY PUBLIC

My Commission Expires:
My Commission Expires May 13, 1985

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record in my office this 28 day of March, 1985, at 3:00 o'clock P.M., and
was duly recorded on the 3 day of APR, 1985, Book No 204 on Page 115 in
my office.
Witness my hand and seal of office, this the 3 day of APR, 1985.
BILLY V. COOPER, Clerk
By , D.C.

WD-Dorsey--INGLES

C

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP, whose address is c/o Louis B. Gideon, 4 Old River Place, Suite D, Jackson, Mississippi 39202, does hereby sell, convey and warrant unto BARRY D. BLAINE and wife, TERESA BLAINE, as joint tenants with full rights of survivorship and not as tenants in common, whose address is 314 Pear Orchard Circle, Ridgeland, Ms. 39157, the following land and property situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Lot 28, INGLESIDE, a subdivision, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, Slide B-69, reference to which is hereby made in aid of and as a part of this description.



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

THIS CONVEYANCE is made subject to those certain covenants affecting Ingleside Subdivision recorded in Book 550 at Page 333, and to any easements shown on the plat aforesaid.

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

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

Grantee is indebted to Grantor for part of the payment of the purchase price for which Grantor retains a vendor's lien. Said vendor's lien shall be cancelled upon payment to Grantor by

Grantee of any purchase money indebtedness as evidenced by a Purchase Money Deed of Trust.

WITNESS THE SIGNATURE OF THE UNDERSIGNED this the 22nd day of March, 1985.

INGLESIDE ASSOCIATES, A MISSISSIPPI
GENERAL PARTNERSHIP

BY:

Louis B. Gideon
LOUIS B. GIDEON, MANAGING PARTNER

William S. Hamilton
WILLIAM S. HAMILTON, MANAGING
PARTNER

BOOK 204 PAGE 118

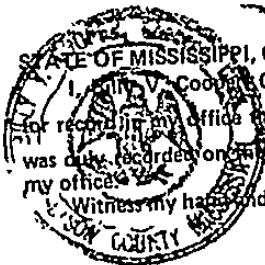
STATE OF MISSISSIPPI
COUNTY OF HINDS

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

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

Shirley D. Allen
NOTARY PUBLIC

My Commission Expires May 15, 1986
My Commission Expires May 15, 1986



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for recording in my office this 28 day of March, 1985, at 300 o'clock P. M., and
was duly recorded on this APR 3 day of 1985, 1985, Book No 204 on Page 117 in
my office. APR 3 1985
Witness my hand and seal of office, this the 28 day of March, 1985.

BILLY V. COOPER, Clerk

By D. A. Wright, D.C.

QUITCLAIM DEED

2329

INDEXED

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, WE, the undersigned SAMUEL PORTER and TECORA PORTER, do hereby grant, bargain, sell and quitclaim unto BENNIE LEE FORD with a life estate reserved in Grantors herein, all of our rights, title and interest in and to the following described land and property situated in Madison County, Mississippi, to-wit:

Lot Nineteen (19) of Block "C" of "Canton Heights" an addition to the City of Canton, Madison County, Mississippi, when described with reference to map or plat thereof now on file in the Chancery Clerk's office for said county, reference to said map or plat being here made in aid of and as a part of this description; LESS AND EXCEPT a strip of land 50 feet in width evenly off the East side thereof.

THIS CONVEYANCE herein does not extend to the oil, gas and minerals in and under the above described property but such mineral interest as grantor may own therein is hereby conveyed without warranty.

WITNESS OUR SIGNATURES THIS the 26th day of March, 19 85.

Samuel Porter
SAMUEL PORTER

Tecora Porter
TECORA PORTER

STATE OF Mississippi
COUNTY OF Hinds

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

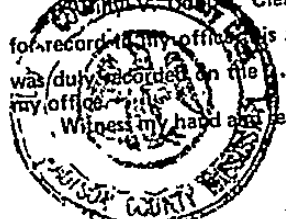
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 26th day of March, 19 85.

Linda Campbell
NOTARY PUBLIC

My Commission Expires:
My Commission Expires June 20, 1988



STATE OF MISSISSIPPI, County of Madison:



Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office, this 28 day of March, 19 85, at 4:00 o'clock P. M., and was duly recorded on the APR 3 1985 day of APR 3 1985, 19 85, Book No. 204 on Page 119 in my office. Witness my hand and seal of office, this the 28 day of March, 19 85.

BILLY V. COOPER, Clerk

By B. V. Cooper D.C.

C

BOOK 204 PAGE 120

INDEXED 2330
JACKSON

GRANTOR'S ADDRESS 4582 HANGING MOSS RD
GRANTEE'S ADDRESS 618 S. WHEATLEY ST., RIDGELAND, MS 39157

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, WE, RUSSELL H. FRAISER, JR. and GAIL W. FRAISER do hereby sell, convey and warrant unto E. LANTZ KUYKENDALL and wife, SUSAN G. KUYKENDALL as joint tenants with full right of survivorship and not as tenants in common the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot 6 of APPLE RIDGE SUBDIVISION
a subdivision according to the map or plat thereof on file and record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 4 at Page 38, reference to which map or plat is hereby made in aid of and as a part of this description.

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

Grantees assume and agree to pay that certain deed of trust executed by Russell H. Fraiser, Jr. and Gail W. Fraiser to Mid State Mortgage Company dated 5-25-78, and recorded in the office of the aforesaid clerk in Book 443 at Page 385, assigned to Deposit Guaranty National Bank in Book 485 at Page 180.

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

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

WITNESS OUR SIGNATURES, this the 28th day of MARCH, 1985.

Russell H. Fraiser, Jr.
Russell H. Fraiser, Jr.
Gail W. Fraiser
Gail W. Fraiser

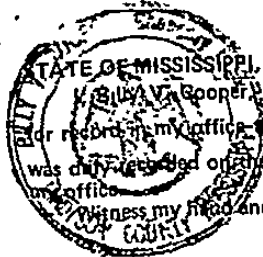
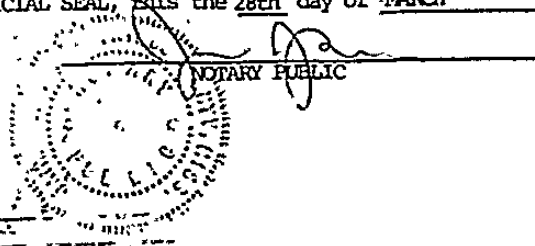
STATE OF MISSISSIPPI

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 Russell H. Fraiser, Jr. and Gail W. Fraiser 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 28th day of MARCH, 1985.

My Commission Expires:
9-16-85



STATE OF MISSISSIPPI, County of Madison: I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed or recorded in my office this 28 day of MARCH, 1985, at 4:15 o'clock P. M., and was duly acknowledged on the 28 day of MARCH, 1985, at 4:15 o'clock P. M., in Book No. 204 on Page 120.
WITNESS my hand and seal of office, this the 28 day of MARCH, 1985.
BILLY V. COOPER, Clerk
By M. Wright, D.C.

MINERAL RIGHT AND ROYALTY TRANSFER
(To Undivided Interest)

STATE OF MISSISSIPPI
COUNTY of Madison

KNOW ALL MEN BY THESE PRESENTS:

that I, the undersigned, MITCHELL B. WELLS

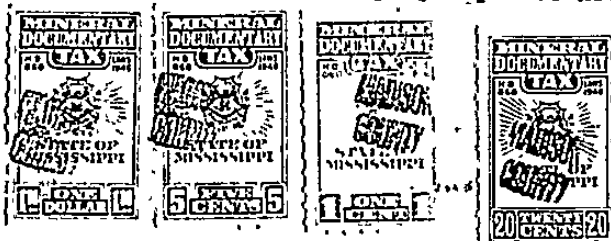
_____ of Madison County, State of Mississippi,
hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of TEN & NO/100 Dollars
\$10.00----- and other good and valuable considerations, paid by REBECCA WELLS STERLING
and MAXWELL M. WELLS,

hereinafter called grantees the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantees ~~XXXXXX~~ all of my
~~XXXXXX~~ interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Madison State of Mississippi, and described as follows:

Fifty (50) acres evenly off the east side of the following: The NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 18; and all of the S $\frac{1}{2}$ of SW $\frac{1}{4}$ south of New Highway No. 16, less a strip of land 50 links evenly off the west end thereof in Section 7, all in Township 9 North, Range 4 East, Madison County, Mississippi.

It is the intention of the Grantor herein to convey, and said Grantor does hereby convey unto the Grantees herein, all of his right, title and interest in and to all oil, gas and other minerals in, on and under the subject property, share and share alike.

The above described property does not constitute any part of my homestead.



TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on or under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantees, his heirs, successors and assigns, forever; ~~XXXXXX~~

Grantee shall have the right at any time (but is not required) to redeem for Grantor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, if any, heretofore made or being contemporaneously made from grantor to grantee; but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

WITNESS the signature _____ of the grantor _____ this _____ day of March, 1985

Witnesses:

Mitchell B. Wells
MITCHELL B. WELLS

STATE OF MISSISSIPPI,
COUNTY OF Madison

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named
MITCHELL B. WELLS

who acknowledged that: he signed and delivered the above and foregoing instrument on the day and year therein named
as his free and voluntary act and deed.

Given under my hand and official seal, this the 26th day of March A. D. 19 85
My Commission Expires: August 19, 1987
Janice J. Sullivan
Notary Public

STATE OF MISSISSIPPI
COUNTY OF Madison

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction,
one of the subscribing witnesses to the foregoing instrument, who, being by me first
duly sworn, upon his oath depose and saith that he saw the within named

whose name subscribed thereto, sign and deliver the same to

that he, this affiant, subscribed his name thereto as a witness in the presence of the said

and , the other subscribing witness; that he saw
the other subscribing witness, subscribe his name as witness thereto in the presence of the said

and that the subscribing witnesses subscribed their names to said instrument in the presence of each other on the day and year
therein named.

Sworn to and subscribed before me, this the day of , A. D. 19

MINERAL RIGHT
AND ROYALTY TRANSFER

To

Filed for Record this 28

day of March A. D. 85

413 Stock 9 M.
recorded in
APR 3 1985



of the Chancery Court Bulley V. Wells

Madison County, Mississippi

By D. W. Ward Deputy

MISSISSIPPI DEED & MORTGAGE, INC.

126 per
4:00
5:25
on well
59965

SPECIAL POWER OF ATTORNEY

KNOW ALL, that STEVE H. BRYAN, an adult resident citizen of Madison, Madison County, Mississippi, does hereby make, constitute, and appoint YANDELL H. WIDEMAN as his attorney-in-fact, with full power to negotiate and execute, for and on behalf of STEVE H. BRYAN, one or more Warranty Deeds and all other contracts, amendments to contracts, and other documents and instruments, including Bills of Sale, Closing Statements, Assignments and all other related documents or instruments in connection with the sale of STEVE H. BRYAN'S interest in the land and improvements comprising and known as WHEATLEY ESTATES, located at Cameron Drive and West Drive, Ridgeland, Mississippi, and more particularly described as Lots 1-22, Wheatley Estates, 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" at Slot 59, reference to which map or plat is hereby made.

WITNESS THE SIGNATURE of Steve H. Bryan on the 28th day of March, 1985.

Steve H. Bryan
Steve H. Bryan

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, STEVE H. BRYAN, who acknowledged that he signed and delivered the above and foregoing Special Power of Attorney on the day and year therein mentioned for the intent and purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 28th day of March, 1985.

Andie G. Courtney
Notary Public

My commission expires:

9-17-85

LRG001-13
-1-

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 28 day of March 1985, at 4:55 o'clock P.M., and was duly recorded on the 28 day of March 1985, Book No. 204 on Page 123. in my office.

In witness my hand and seal of office, this the 28 day of March 1985.

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

"OAKLAND AGENCY ACCOUNT"

AGENCY AGREEMENT
FOR
OIL, GAS AND MINERAL PROPERTIES

BEFORE the undersigned Notaries Public in and for the state(s) and county(ies) and/or parish(es) indicated below, personally came and appeared the below listed former shareholders or successors in interest to former shareholders ("Principals") of the dissolved and liquidated corporation formerly known as OAKLAND CORPORATION ("Oakland"), each of said Principals being the owner of interests in various minerals and mineral rights, royalties, mineral leases and related properties formerly belonging to Oakland and located in a number of counties and parishes in various states, including Arkansas, Louisiana, Mississippi, and Texas; all persons who collectively constitute the Principals being the following:

Michael Denman Long
Raymond Francis Long
Kevin O'Brien Long
Mary Katherine Long
Caroline Connor Long
Mary Cumalee O'Brien Long
Patrick Murray Long
Brian Arthur Long
Denman M. Long & Stanley W.
Burke, III, Trustees
(U/A Dated 6/1/76)
Nancy Nunn Trust,
FNB Trustee
Robert L. Lawson
R. F. Pullen
Jes H. Thomas
J. C. Byrd
Robert P. Hunter
First National Bank,
Shreveport, Trustee U/W
of Audrey Quina O'Brien
First National Bank,
Shreveport, Trustee U/W
of James T. Mewborne
Marjorie Koonce McGregor
James H. McGregor
Stanley W. Burke, III,
Trustee for Raymond J.
O'Brien, III

Colleen Anne O'Brien
Mary Cecile O'Brien Cook
Robert E. O'Brien, Jr.
Margaret O. Stagg
Margaret S. Sour
Julie S. Harrington
James C. O'Brien
Gwendolyn Shawn O'Brien Vicknair
James C. O'Brien, III
Timothy Kevin O'Brien
Ann L. O'Brien
Lea Erin O'Brien
Christopher Kirwan O'Brien
Cary Brendan O'Brien
Kathleen Anne Savage
John Michael Savage
Sandra Elizabeth Savage
Patricia Savage
Aimee S. Anthony
Caroline Connor Savage
Susan Savage Bohac
Christopher W. Bohac
Jennifer Lynn Bohac
Paul F. O'Brien, Jr.
Ernest Obering O'Brien
Priscilla Alden O'Brien Mertz
Paul F. O'Brien, III
Estate of W. J. O'Brien, Jr.
Mac Marie O'Brien Gardner

Martha O'Brien Harbison
 Barbara O'Brien Burke
 Martha Elizabeth O'Brien
 Jones
 Catherine Anne O'Brien
 Patricia Lynn O'Brien Ferrell
 Patricia Anne O'Brien Loftus
 Mary Frances Loftus
~~R. E. O'Brien~~
 Michael H. O'Brien
 Deborah O. Schofield

Mac Marie O'Brien Gardner,
 Trustee U/A of 12/29/78
 Elizabeth O'Brien
 Thomas W. O'Brien
 Richmond Investments

who, upon being duly sworn, did declare and say that, in order to keep and maintain in commerce the various undivided mineral rights and interests formerly belonging to Oakland and now belonging to Principals, and to facilitate the conduct of day-to-day business associated therewith in a timely and orderly fashion, Principals, by these presents, execute and enter into this Agency Agreement for Oil, Gas and Mineral Properties ("this "Agreement") on the terms and conditions more fully set forth below, to-wit:

I.

Principals (or the predecessors in interest of some of them) have previously executed, filed and recorded certain agreements entitled "Agency Agreement for Oil, Gas and Mineral Properties" in which various Representatives were appointed as Agents for Principals in connection with properties formerly belonging to Oakland; and Principals, and each of them, hereby unconditionally and irrevocably revoke, cancel and terminate said prior agreements effective as of the close of business on December 31, 1984 ("Effective Date"), except in the case of those Principals who previously named and appointed Robert L. Lawson, now deceased, as their representative or agent, in which instance this Agreement is and shall be effective immediately.

II.

A. Each Principal by these presents names, appoints

and constitutes one of the following six (6) individuals, namely, Denman M. Long, Paul F. O'Brien, Jr., James H. McGregor, Michael H. O'Brien, William J. O'Brien, III, and Stanley W. Burke, III, as his or her agent and attorney-in-fact ("Agent") for the purpose of carrying on the day-to-day business of Principal's interests in the said various properties formerly belonging to Oakland and the general management thereof, to act in connection therewith on behalf of Principal, with full power and authority to bind Principal (and thus, collectively, to bind all Principals) and the interests of Principal in said former Oakland properties, as fully as though the acts done or signed by one of said Agents were done or signed in person by each Principal represented by that Agent. The one individual from among the above named six Agents appointed by each Principal is reflected on the signature pages hereto.

B. All inquiries, requests, notices, communications and correspondence of any nature to or for Principals (or any of them) and/or Agents (or any of them) shall be addressed "in care of Oakland Agency Account," P. O. Box 5605, Shreveport, Louisiana 71105, or such other style and address as may from time to time be furnished or filed. Telephone inquiries and communication may be made to (318) 869-2351.

III.

A. The collective authority of Agents shall include, without limitation, the signing or granting of operating agreements, farm-outs, farm-ins, mineral leases, assignments of mineral leases, mineral subleases, division orders, contracts for the sale of products, pooling and unitization agreements, contracts and other documents for enhanced recovery projects, and the like; and the power and authority

to establish and maintain one or more business offices, hire and fire employees, and retain consultants and/or independent contractors to provide such services and perform such functions as Agents in their collective discretion deem necessary and desirable for conducting the business of Principals in connection with their interests and properties formerly belonging to Oakland; all on the same terms and conditions as Agents commit the interests of all Principals in such former Oakland properties or interests.

B. As of the Effective Date and until and unless contrary written notice is furnished to the grantee, lessee, sublessee or assignee of mineral lease, assignment of mineral lease, or mineral sublease granted by Agents on behalf of Principals pursuant hereto, or purchasers of products, all payments for lease bonus, delay rentals, and any other contract sums, including royalty, overriding royalty, shut-in royalty, and other consideration for or attributable to production, shall be remitted to "Oakland Agency Account," P. O. Box 5605, Shreveport, LA 71105, or such other style and address as Agents may from time to time designate by written notice thus furnished. Principals covenant that any payments made by lessees, sublessees, assignees, purchasers or other third parties pursuant to the foregoing directions shall constitute full acquittance and payment as though made directly to Principals; and Principals hereby release and relieve any such third party in connection with making such payments as hereinabove directed and hold them harmless in the premises.

C. Until and unless contrary written notice is furnished to an operator or other third party, all billings, invoices and statements for services rendered or materials

furnished shall be remitted as a joint billing statement to "Oakland Agency Account," P. O. Box 5605, Shreveport, Louisiana 71105, or such other style and address as Agents may from time to time designate by written notice thus furnished.

D. All sums received by the "Oakland Agency Account" on behalf or for the account of Principals shall be distributed pursuant to their individual instructions, according to their respective decimal interests in the properties to or from which the receipts in question are attributable. It is provided, however, that such payments and distributions from said account are matters strictly between Principals and Agents, and no payor or other third party shall be required to see to the distribution or application of any funds paid to such account in accordance with the instructions contained in Paragraph B. of this Article III. above.

IV.

By way of exception to and limitation on the powers and authorities hereinabove granted to Agents, they are not empowered or authorized to bind Principals or Principals' properties or interests in any of the following methods or manners, to-wit:

- a) Sale or exchange of immovable property (real estate), royalty or minerals (as distinguished from the grant of mineral leases, or the sublease or assignment of mineral leases, all of which they are empowered to grant);
- b) Mortgage, Deed of Trust or other encumbrance of Principals' properties or interests (except under operating agreements); and
- c) Any other transaction which is not participated in by all Agents who at the time represent all Principals who are then parties to this Agreement.

V.

Although, between Principals and Agents, it is expressly required that, for any action to be taken or instrument executed binding each and every Principal, there be unanimity among all Agents who are then serving, it is expressly provided that as to third parties it shall not be necessary for all Agents to execute or sign any such Act, instrument or document in order to exercise the powers and authorities herein granted to Agents collectively and thus to bind all Principals and their former Oakland property. To the contrary; all third parties, including, without limitation, mineral lessees or sublessees, farmors, farmees, purchasers of production, lessors, lessees, operators, independent contractors and employees, are hereby authorized and requested to accept and rely on any act, document or instrument executed or signed by any two (2) or more of the above named Agents (or their duly appointed successors), as fully as though all Agents had thus executed or signed the instrument and as fully as though each Principal, in person, had thus acted, irrespective of the absence of act or signature of any one or more of said Agents. It shall not be necessary for any third party to inquire or verify whether all Agents have, in fact, concurred in or authorized the action being taken by the two or more Agents who actually execute or sign the Act, document or instrument in question, their signatures thereon to constitute a conclusive presumption, as to all third parties, that all Agents have thus concurred. Neither shall it be necessary for any third party to determine, at the time in question, whether all of the above named persons are still serving as Agents, or whether all of them are legally and physically competent, nor whether

the two or more among them who thus sign the Act, document or instrument in question are, at that time, still authorized Agents of Principals or any of them; provided only that there shall have been no evidence of the termination or revocation of the agency or of the authority of the Agent in question duly filed and recorded in the Conveyance Records of Caddo Parish, Louisiana. Likewise, the signature of any person serving as successor Agent shall be equally valid if evidence of his or her appointment shall have thus been filed for record in said parish.

B. In the event that any proposal should not receive unanimous consent or concurrence by all Agents and the third party in question be so informed, he may then deal directly with any one or more of the Agents, each of whom shall continue to be authorized to act on behalf of his Principals and bind them and their interests to the full extent, and subject to the same limitations, as could all Agents acting unanimously for all Principals.

VI.

Each Principal is executing this Agreement by signing one among the six (6) signature pages of this Agreement, each of which pages is identified by the name of the one among the six above named individuals who is serving as the Agent for each Principal whose signature and decimal interest in the former Oakland properties and the "Oakland Agency Account" is set forth below his or her signature on that particular signature page. The Agent named on one of said signature pages shall cease to serve upon his death, resignation, or removal, such cessation to be effective upon the filing and recording of evidence thereof in the Conveyance Records of Caddo Parish, Louisiana. An individual serving as Agent may

be removed by a written act duly acknowledged, executed by those of his Principals, who, in the aggregate, are the owners of at least two-thirds (2/3rds) of the total decimal interest in the former Oakland properties then belonging to all Principals being served by such person as Agent ; provided that, in the instrument of removal or in a separate Act likewise executed, those Principals who together shall have acted to remove the serving Agent must together designate by name and address the one natural person to serve thenceforth as their successor Agent; and such successor need not be one of the other Agents. Each Principal, by executing this instrument, covenants and agrees that, following the cessation of service as Agent by any of the above named individuals or any successor thus appointed and serving, he or she shall execute promptly an instrument in writing, duly acknowledged, naming the one among the remaining Agents, whether original, successor or substitute (including any substitute named to replace the removed Agent) who shall thereafter represent such Principal; and the original and one copy of any instrument of termination, including resignation, death certificate, act of removal, or the like, shall be delivered to one of the persons who is continuing to serve as Agent, for the purpose of filing and recording, with a copy thereof to be mailed or delivered in person to each other person then continuing to serve as an Agent as well as to the person (or his legal representative) who is being removed or otherwise ceasing to serve as Agent. None of the foregoing shall be effective as to third parties until the appropriate evidence or documentation is filed and recorded in the public records as hereinabove set forth.

VII.

Any Principal, as to his or her interest in the said former Oakland properties, may withdraw from this Agreement and terminate his or her participation herein, as well as the appointment of his or her Agent hereunder, by filing an instrument in writing, duly acknowledged, in the Conveyance Records of Caddo Parish, Louisiana, not less than thirty (30) days prior to the effective date of such withdrawal, termination and revocation, and by furnishing certified or file stamped copies to his or her Agent and all other Agents hereunder. In such a case it shall be the obligation of the withdrawing Principal to cause certified copies of such termination instrument(s) to be filed and recorded in each county and parish in which he shall still own an interest in former Oakland properties; and if the withdrawing Principal shall fail to do so within ten (10) days following the recordation of the original in Caddo Parish, Louisiana, his former Agent shall do so at the cost and expense of the withdrawing Principal. It is provided, however, that any such withdrawal and termination by a Principal shall be effective only from and after the future date specified in the said recorded instrument, but shall not in any manner affect the obligations of Principal hereunder nor the powers and authorities granted to said Principal's Agent hereunder prior to such effective date, nor relieve Principal nor his or her interest in former Oakland properties or commitments or obligations entered into prior to said effective date.

VIII.

The fully executed original of this Agreement shall, upon completion, be filed and recorded in the Conveyance

Records of Caddo Parish, Louisiana; and a copy hereof, duly certified by the Clerk of Court in and for Caddo Parish, Louisiana, or by one of his Deputy Clerks, shall have the full legal effect of the executed original; and any third party dealing with the above named Agents or any of them, or their duly constituted successors, shall be entitled to rely on this Agreement or on any such certified copy, until and unless evidence of its revocation or termination is filed and recorded in the Conveyance Records of Caddo Parish, Louisiana.

IX.

AND TO THESE PRESENTS come and appear the six (6) aforementioned individuals for the purpose of agreeing to serve as Agents on all terms and conditions herein contained, without compensation and without the necessity of posting bond or other security, but with full entitlement to reimbursement for all reasonable costs and expenses incurred in serving in said capacity and in carrying out the terms and conditions of this Agreement for and on behalf of Principals, their transferees and assignees, as parties in interest of the "Oakland Agency Account" parallel and consistent herewith. No Agent shall be liable or responsible for economic loss to Principals, or for diminution in property value; unless such loss or diminution results from gross, willful and wanton neglect or breach of loyalty.

ALSO TO THESE PRESENTS came and appeared the spouse of each married Principal for the purposes of (1) acknowledging that the interests of his or her spouse, as Principal, belong to the separate estate of such Principal, which is under his or her separate administration and control, and (2) joining in the appointment, as his or her Agent, of the person who

the Principal spouse appoints as his or her Agent, to the extent that such non-Principal spouse may be deemed to have any proprietary or income interests under any marital regime, or to be required to concur in or consent to any act affecting the subject properties or interests, including without limitation, the authority of said Agent to execute relinquishments and releases of dower, curtesy, and homestead rights of such spouses.

THUS SWORN TO AND SUBSCRIBED in the presence of the undersigned competent witnesses and several Notaries Public at the places and on the dates indicated on the following signature pages, numbered I. through VI.

APPROVAL OF
"OAKLAND AGENCY ACCOUNT"

AGENCY AGREEMENT
FOR
OIL, GAS AND MINERAL PROPERTIES

PAUL F. O'BRIEN, JR. - REPRESENTATIVE & AGENT

WITNESSES:

Barbara Hurst
Collette Jumeau
Barbara Hurst
Collette Jumeau
Barbara Hurst
Collette Jumeau
Barbara Hurst
Collette Jumeau
Barbara Hurst
Collette Jumeau
Barbara Hurst
Collette Jumeau
Barbara Hurst
Collette Jumeau

Paul F. O'Brien, Jr.
PAUL F. O'BRIEN, JR., Individually and
as Representative & Agent .097846

Alden Obering O'Brien
Alden Obering O'Brien (Spouse)

Ernest Obering O'Brien
Ernest Obering O'Brien .027751

Priscilla Alden O'Brien Mertz
Priscilla Alden O'Brien Mertz .027751

Larry Norton Mertz
Larry Norton Mertz (Spouse)

Paul F. O'Brien, III
Paul F. O'Brien, III .027752

Sherlene Chapman O'Brien
Sherlene Chapman O'Brien (Spouse)

ADDRESS FOR THE ABOVE PRINCIPALS IS:
P. O. Box 6010
Shreveport, LA 71136-6010

SIGNATURE SHEET TO "OAKLAND AGENCY ACCOUNT" - AGENCY AGREEMENT FOR OIL, GAS AND
MINERAL PROPERTIES, EFFECTIVE AS OF THE CLOSE OF BUSINESS DECEMBER 31, 1984.

DENMAN M. LONG - REPRESENTATIVE & AGENT

[illegible]

Michael Denman Long .011960

Dorothy R. Long (Spouse)

Raymond Francis Long 011960

Kevin O'Brien Long 7.011960

Mary Katherine Long 1.011960

Caroline Connor Long .011960

Mary Cumalee O'Brien Long .011530

Denman M. Long (Spouse)
and as Representative and Agent

Patrick Murray Long .011960

Brian Arthur Long .014960

DENMAN M. LONG & STANLEY W. BURKE, III
TRUSTEES U/A DATED 6/1/76 .008970

By: Alexander M. Tong
Deborah M. Long, Trustee
By: Stanley H. Burke, III
Stanley H. Burke, III, Trustee

ESTATE OF ROBERT L. LAWSON

By: Mrs. Robert L. Lawson
Mrs. Robert L. Lawson .026169

R. F. Pullen
R. F. Pullen .002990

Rosemary Pullen (Spouse)

SIGNATURE SHEET TO "OAKLAND AGENCY ACCOUNT" - AGENCY AGREEMENT FOR OIL, GAS AND MINERAL PROPERTIES, EFFECTIVE AS OF THE CLOSE OF BUSINESS DECEMBER 31, 1984.

APPROVAL OF
"OAKLAND AGENCY ACCOUNT"

BOOK 204 PAGE 137

AGENCY AGREEMENT
FOR
OIL, GAS AND MINERAL PROPERTIES

DENMAN M. LONG - REPRESENTATIVE & AGENT (cont'd.)

WITNESSES:

Miss. Wade Russell
Evelyn R. White
Evelyn R. White
Pauline P. Dempsey
Evelyn R. White
Pauline P. Dempsey
Anita S. Dupont
Evelyn R. White
Anita S. Dupont
Evelyn R. White
Lynn L. Stevens
Suzon Brooks
Lynn L. Stevens
Suzon Brooks
Lynn L. Stevens
Suzon Brooks
Margaret H. O'Brien
H. James May
Margaret H. O'Brien
H. James May

Jos H. Thomas .001495

J. C. Byrd .004115

Dorothy W. Byrd (Spouse)

Robert P. Hunter .001495

Margaret Hunter (Spouse)

RF FIRST NATIONAL BANK, SHREVEPORT, TRUSTEE
U/W of AUDREY QUINA O'BRIEN .035797

By: Bruce F. Jones
BRUCE F. JONES, VICE PRESIDENT
FIRST NATIONAL BANK, SHREVEPORT, TRUSTEE
U/W of JAMES T. MEWBORE .036431

RF By: Bruce F. Jones
BRUCE F. JONES, VICE PRESIDENT
NANCY NUNN TRUST, FNB-TRUSTEE .008970

By: Bruce F. Jones
BRUCE F. JONES, VICE PRESIDENT

Patricia Anne O'Brien Loftus .048044
Patricia Anne O'Brien Loftus

Mary Frances Loftus .004485
Mary Frances Loftus

ADDRESS FOR ABOVE PRINCIPALS:
1303 Petroleum Tower
Shreveport, LA 71101

SIGNATURE SHEET TO "OAKLAND AGENCY ACCOUNT" - AGENCY AGREEMENT FOR OIL, GAS AND
MINERAL PROPERTIES, EFFECTIVE AS OF THE CLOSE OF BUSINESS DECEMBER 31, 1984.

APPROVAL OF
"OAKLAND AGENCY ACCOUNT"

AGENCY AGREEMENT
FOR
OIL, GAS AND MINERAL PROPERTIES

JAMES H. MCGREGOR - REPRESENTATIVE & AGENT

WITNESSES:

Monica L. Quinn
Monica L. Quinn
Marcia C. Morris
Marcia C. Morris

Monica L. Quinn
Monica L. Quinn
Marcia C. Morris
Marcia C. Morris

Monica L. Quinn
Monica L. Quinn
Marcia C. Morris
Marcia C. Morris

Marjorie Koonce McGregor
Marjorie Koonce McGregor, Individually &
as Spouse of James H. McGregor .093361

James H. McGregor
James H. McGregor, Individually and as
Spouse of Marjorie Koonce McGregor .017940

James H. McGregor
James H. McGregor, Representative & Agent

ADDRESS FOR ABOVE PRINCIPALS IS:

P. O. BOX 5909
SHREVEPORT, LA 71105

SIGNATURE SHEET TO "OAKLAND AGENCY ACCOUNT" - AGENCY AGREEMENT FOR OIL, GAS AND
MINERAL PROPERTIES, EFFECTIVE AS OF THE CLOSE OF BUSINESS DECEMBER 31, 1984.

APPROVAL OF
"OAKLAND AGENCY ACCOUNT"
AGENCY AGREEMENT
FOR
OIL, GAS AND MINERAL PROPERTIES

BOOK 204 PAGE 140

MICHAEL H. O'BRIEN - REPRESENTATIVE & AGENT

WITNESSES:

Tracy A. Burch
Frankie N. Butler
Virginia L. Trickett
Margaret O. Stagg
Lee Eakin O'Brien
Michael H. O'Brien
Lee Eakin O'Brien
Virginia L. Trickett
Martin J. Huntington
Julia S. Huntington
Frances S. O'Brien
James C. Cook Jr.
Frances S. O'Brien
Mary Cecile O'Brien Cook
Robert E. O'Brien, Jr.
Robert E. O'Brien, Jr.
Barbara C. O'Brien
Virginia L. Trickett
Gennie W. Pope
Michael H. O'Brien
Virginia L. Trickett

R. L. O'Brien

Francis J. O'Brien

Michael H. O'Brien
MICHAEL H. O'BRIEN, INDIVIDUALLY AND AS
REPRESENTATIVE & AGENT .008353

Lee Eakin O'Brien
LEE EAKIN O'BRIEN

Norah O. Schofield
NORAH O. SCHOFIELD .008353

Michael Schofield
L. MICHAEL SCHOFIELD

Colleen Anne O'Brien
COLLEEN ANNE O'BRIEN .008352

Mary Cecile O'Brien Cook
MARY CECILE O'BRIEN COOK .008352

James C. Cook Jr.
JAMES C. COOK, JR.

Robert E. O'Brien, Jr.
ROBERT E. O'BRIEN, JR. .008353

Barbara C. O'Brien
BARBARA C. O'BRIEN

Margaret O. Stagg
MARGARET O. STAGG .016350

Thomas L. Stagg, Jr.
THOMAS L. STAGG, JR.

THIS AGREEMENT IS TO BE A PART OF THE "OAKLAND AGENCY ACCOUNT" - AGENCY AGREEMENT FOR OIL, GAS AND
MINERAL PROPERTIES, TO BE MADE UP OF THE GROUP OF AGREEMENTS OF WHICH THIS IS ONE.

APPROVAL OF
"OAKLAND AGENCY ACCOUNT"
AGENCY AGREEMENT
FOR
OIL, GAS AND MINERAL PROPERTIES

BOOK 204 PAGE 141.

MICHAEL H. O'BRIEN - REPRESENTATIVE & AGENT

WITNESSES:

Michael H. O'Brien
Margaret A. O'Brien
Michael H. O'Brien
Margaret A. O'Brien
Martin J. Harrington
Carmen A. O'Brien
Julie S. Harrington
Carmen A. O'Brien
James W. Pope
Kay Bechtard
James W. Pope
Kay Bechtard
James W. Pope
Kay Bechtard
James W. Pope
Kay Bechtard
James W. Pope
Kay Bechtard
Richard D. Marshall
Michael H. O'Brien
Margaret A. O'Brien
Michael H. O'Brien
Margaret A. O'Brien
Richard D. Marshall
Michael H. O'Brien
Margaret A. O'Brien

Margaret A. O'Brien
MARGARET A. O'BRIEN .012714
Martin W. Sour
MARTIN W. SOUR
Julie S. Harrington
JULIE S. HARRINGTON .012714
Martin J. Harrington
MARTIN J. HARRINGTON
James C. O'Brien
JAMES C. O'BRIEN .017151
Gwendolyn Shaw O'Brien Vicknair
GWENDOLYN SHAW O'BRIEN VICKNAIR .003110
Earl Michael Vicknair, Jr.
EARL MICHAEL VICKNAIR, JR.
James C. O'Brien, III
JAMES C. O'BRIEN, III .003110
Marilyn O'Brien
MARILYN O'BRIEN
Timothy Kevin O'Brien
TIMOTHY KEVIN O'BRIEN .002631
Ann L. O'Brien
ANN L. O'BRIEN .0011960
Lisa Erin O'Brien
LISA ERIN O'BRIEN .002870
Christopher Kiwan O'Brien
CHRISTOPHER KIWAN O'BRIEN .002631

SIGNATURE SHEET TO "OAKLAND AGENCY ACCOUNT" - AGENT'S AGREEMENT FOR OIL, GAS AND MINERAL PROPERTIES, ATTACHED AS OF THE CLOSE OF BUSINESS DECEMBER 31, 1981.

BOOK 204 PAGE 142

WITNESSES:

x Cary Brendan O'Brien
CARY BRENDAN O'BRIEN .002392

KATHLEEN ANNE SAVAGE .007559

John Michael Savage
JOHN MICHAEL SAVAGE .007559

Pamela T. Savage
PAMELA T. SAVAGE

Sandra Elizabeth Savage
SANDRA ELIZABETH SAVAGE .007559

Patricia Savage
PATRICIA SAVAGE .007559

ALICE S. ANTHONY .007559

DAVID ANTHONY

John F. Kennedy Library
 Caroline Connor Savage
 CAROLINE CONNOR SAVAGE .007571

SUSAN SAVAGE BONA: .004688

Perry L. Cohen

Susan P. Bohac, Custodian
 Christopher W. Bohac
 CHRISTOPHER W. BOHAC .001435

Dusan J. Bakac, Custodian for
Jennifer Lynn Bakac
JENNIFER LYNN BAKAC .001435

ADDRESS FOR ABOVE:
C/O Michael H. O'Brien
P. O. Box 1447
Shreveport, LA 71164-1447

Y.-C

APPROVAL OF
"OAKLAND AGENCY ACCOUNT"

AGENCY AGREEMENT
FOR
OIL, GAS AND MINERAL PROPERTIES

BOOK 204 PAGE 143

W. J. O'BRIEN, III - REPRESENTATIVE & AGENT

WITNESSES:

Debbie B. Case
Nora Sue Castore
Debbie B. Case
Nora Sue Castore
Debbie B. Case
Nora Sue Castore
Debbie B. Case
Nora Sue Castore
Debbie B. Case
Nora Sue Castore
Debbie B. Case
Nora Sue Castore
Debbie B. Case
Nora Sue Castore
Debbie B. Case
Nora Sue Castore

ESTATE OF W. J. O'BRIEN, JR.

By: Edna Marie O'Brien Executrix
Edna Marie O'Brien, Testamentary
Executrix .104460

Mae Marie O'Brien Gardner
Mae Marie O'Brien Gardner .015879

Chris B. Gardner, DDS
Chris B. Gardner, DDS-MHS (Spouse)

Mae Marie O'Brien Gardner
Mae Marie O'Brien Gardner, Trustee
U/A of 12/29/78 .010329

ELIZABETH O'BRIEN
Elizabeth O'Brien .004701

Thomas W. O'Brien
Thomas W. O'Brien .015029

RICHMOND INVESTMENTS .030058

By: William J. O'Brien
William J. O'Brien, III, Partner

By: Morgan R. O'Brien
Morgan R. O'Brien, Partner

William J. O'Brien
W. J. O'Brien, III, Representative & Agent

ADDRESS FOR ABOVE PRINCIPALS:

P. O. BOX 6138
SHREVEPORT, LA 71136-6020

SIGNATURE SHEET TO "OAKLAND AGENCY ACCOUNT" - AGENCY AGREEMENT FOR OIL, GAS AND
MINERAL PROPERTIES, EFFECTIVE AS OF THE CLOSE OF BUSINESS DECEMBER 31, 1984.

STATE OF LOUISIANA

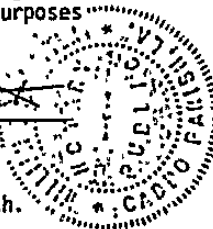
BOOK 204 PAGE 144

PARISH OF CADDO

On this 28 day of DECEMBER, 1984, before me, the undersigned Notary Public, personally appeared PAUL F. O'BRIEN, JR., ALDEN OBERING O'BRIEN, PAUL F. O'BRIEN, III, SHERLENE CHAPMAN O'BRIEN, PRISCILLA ALDEN O'BRIEN MERTZ, LARRY NORTON MERTZ and ERNEST OBERING O'BRIEN, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

WILLIAM M. DEMPSY, Notary Public
Caddo Parish, Louisiana
My Commission Expires at Death

William M. Dempsy
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.



STATE OF LOUISIANA

PARISH OF CADDO

On this 10th day of January, 1985, before me, the undersigned Notary Public, personally appeared MICHAEL DENMAN LONG and DOROTHY R. LONG, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

PAULINE P. DEMPSY, Notary Public
Caddo Parish, Louisiana
My Commission Expires at Death

Pauline P. Dempsy
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.



STATE OF

COUNTY OF

On this 14th day of January, 1985, before me, the undersigned Notary Public, personally appeared RAYMOND FRANCIS LONG, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed for the purposes and considerations therein expressed.

PAULINE P. DEMPSY, Notary Public
Caddo Parish, Louisiana
My Commission Expires at Death

Pauline P. Dempsy
Notary Public in and for the
State of
County of
My commission expires



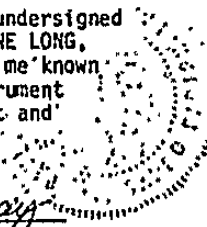
STATE OF LOUISIANA

PARISH OF CADDO

On this 26th day of January, 1985, before me, the undersigned Notary Public, personally appeared KEVIN O'BRIEN LONG, MARY KATHERINE LONG, CAROLINE CONNOR LONG, PATRICK MURRAY LONG and BRIAN ARTHUR LONG, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

PAULINE P. DEMPSY, Notary Public
Caddo Parish, Louisiana
My Commission Expires at Death

Pauline P. Dempsy
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.



STATE OF LOUISIANA

BOOK 204 PAGE 145

PARISH OF CADDO

On this 31st day of December, 1984, before me, the undersigned Notary Public, personally appeared MARY CUMALEE O'BRIEN LONG and DENMAN M. LONG, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

PAULINE P. DEMPSEY, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

Pauline P. Dempsey
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO

On this 27th day of February, 1985, before me, the undersigned Notary Public, personally appeared as trustees DENMAN M. LONG and STANLEY W. BURKE, III, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

Pauline P. Dempsey
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO

On this 25th day of February, 1985, before me, the undersigned Notary Public, personally appeared MRS. ROBERT L. LAWSON, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed for the purposes and considerations therein expressed.

Pauline P. Dempsey
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO

On this 16th day of March, 1985, before me, the undersigned Notary Public, personally appeared R. F. PULLEN and ROSEMARY PULLEN, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

Pauline P. Dempsey
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.

STATE OF LOUISIANA

BOOK 204 PAGE 146

PARISH OF CADDO

On this 28th day of February, 1985, before me, the undersigned Notary Public, personally appeared JES A. THOMAS, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed for the purposes and considerations therein expressed.

Pauline P. Dempsey
Notary Public in and for the
State of Louisiana PAULINE P. DEMPSEY, Notary Public
Parish of Caddo Caddo Parish, Louisiana
My Commission is for Life
My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared ROBERT P. HUNTER and MARGARET HUNTER, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

Pauline P. Dempsey
Notary Public in and for the
State of Louisiana PAULINE P. DEMPSEY, Notary Public
Parish of Caddo Caddo Parish, Louisiana
My Commission is for Life
My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO

On this 12th day of February, 1985, before me, the undersigned Notary Public, personally appeared BRUCE F. JONES, VICE PRESIDENT AND TRUST OFFICER who acknowledged that HE executed the foregoing instrument on behalf of THE FIRST NATIONAL BANK, SHREVEPORT, TRUSTEE U/W of AUDREY QUINA O'BRIEN as HIS free act and deed.

Jim L. Smith
Notary Public in and for the
State of Louisiana JIM L. SMITH, Notary Public
Parish of Caddo Caddo Parish, Louisiana
My Commission is for Life
My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO


On this 12th day of February, 1985, before me, the undersigned Notary Public, personally appeared BRUCE F. JONES, VICE PRESIDENT AND TRUST OFFICER who acknowledged that HE executed the foregoing instrument on behalf of THE FIRST NATIONAL BANK, SHREVEPORT, TRUSTEE U/W of JAMES T. MEWBORNE as HIS free act and deed.

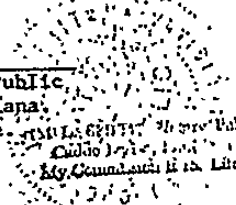
Jim L. Smith
Notary Public in and for the
State of Louisiana JIM L. SMITH, Notary Public
Parish of Caddo Caddo Parish, Louisiana
My Commission is for Life
My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO

On this 12th day of February, 1985, before me, the undersigned Notary Public, personally appeared BRUCE E. JONES, VICE PRESIDENT AND TRUST OFFICER, who acknowledged that HE executed the foregoing instrument on behalf of the NANCY NUNN TRUST, THE FIRST NATIONAL BANK, SHREVEPORT TRUSTEE as a free act and deed.

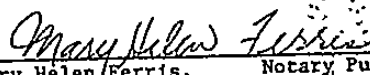

Notary Public,
in and for Caddo Parish, Louisiana.
My Commission expires with life.

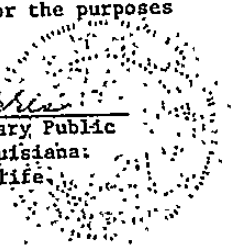


STATE OF LOUISIANA

PARISH OF CADDO

On this 15th day of February, 1985, before me, the undersigned Notary Public, personally appeared J.C. BYRD and DOROTHY BYRD, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.


Notary Public,
in and for Caddo Parish, Louisiana.
My Commission expires with life.



STATE OF LOUISIANA

BOOK 204 PAGE 148

PARISH OF CADDO

On this _____ day of _____, 198____, before me, the undersigned
Notary Public, personally appeared _____
who acknowledged that _____ executed the foregoing
instrument on behalf of the NANCY MUNN TRUST, THE FIRST NATIONAL BANK, SHREVEPORT
TRUSTEE as _____ free act and deed.

Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO

On this 15th day of February, 1985, before me, the undersigned
Notary Public, personally appeared STANLEY W. BURKE, III, TRUSTEE FOR RAYMOND
J. O'BRIEN, III, to me known to be the person described in and who executed
the foregoing instrument and acknowledged to me that he executed the same
as his free act and deed for the purposes and considerations therein expressed.

PAULINE P. DEMPSIEY, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

Pauline P. Dempsey
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO

On this 15th day of February, 1985, before me, the undersigned
Notary Public, personally appeared MARTHA O'BRIEN HARBISON and MEDLOCK HARBISON,
to me known to be the persons described in and who executed the foregoing
instrument and acknowledged to me that they executed the same as their free
act and deed for the purposes and considerations therein expressed.

PAULINE P. DEMPSIEY, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

Pauline P. Dempsey
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO

On this 15th day of February, 1985, before me, the undersigned
Notary Public, personally appeared BARBARA O'BRIEN BURKE and STANLEY W. BURKE,
III, to me known to be the persons described in and who executed the foregoing
instrument and acknowledged to me that they executed the same as their free
act and deed for the purposes and considerations therein expressed.

PAULINE P. DEMPSIEY, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

Pauline P. Dempsey
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.

STATE OF LOUISIANA

BOOK 204 PAGE 149

PARISH OF CADDO

On this 12th day of February, 1985, before me, the undersigned Notary Public, personally appeared MARTHA ELIZABETH O'BRIEN JONES and LESLIE DAVID JONES, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

PAULINE P. DEMPSEY, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

Pauline P. Dempsey
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO

On this 12th day of February, 1985, before me, the undersigned Notary Public, personally appeared CATHERINE ANNE O'BRIEN, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed for the purposes and considerations therein expressed.

PAULINE P. DEMPSEY, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

Pauline P. Dempsey
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO

On this 12th day of February, 1985, before me, the undersigned Notary Public, personally appeared PATRICIA LYNN O'BRIEN FERRELL and JOHN J. FERRELL, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

PAULINE P. DEMPSEY, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

Pauline P. Dempsey
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO

On this 22nd day of February, 1985, before me, the undersigned Notary Public, personally appeared PATRICIA ANNE O'BRIEN LOFTUS, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed for the purposes and considerations therein expressed.

Pauline P. Dempsey
Notary Public in and for the
State of Louisiana
Parish of Caddo
My commission expires at death.

PAULINE P. DEMPSEY, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 26th day of February, 1985, before me, the undersigned Notary Public, personally appeared MARY FRANCIS LOFTUS, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed for the purposes and considerations therein expressed.

Pauline P. Demisty
 Notary Public in and for the
 State of Louisiana
 Parish of Caddo
 My commission expires at death.

STATE OF LOUISIANA

PARISH OF CADDO

On this 7th day of January, 1985, before me, the undersigned Notary Public, personally appeared MARJORIE KOONCE MCGREGOR and JAMES H. MCGREGOR, INDIVIDUALLY and as REPRESENTATIVE and AGENT, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

SHIRLEY A. POHLMAN
Shirley A. Pohlman
 Notary Public in and for the
 State of Louisiana
 Parish of Caddo
 My commission expires at death.

STATE OF LOUISIANA

BOOK 204 PAGE 151

PARISH OF CADDO

On this _____ day of _____, 1985, before me, the undersigned Notary Public, personally appeared R. E. O'BRIEN and FRANCES S. O'BRIEN, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Notary Public

STATE OF LOUISIANA

PARISH OF CADDO

On this 27th day of March, 1985, before me, the undersigned Notary Public, personally appeared MICHAEL H. O'BRIEN and LEE EAKIN O'BRIEN, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Pauline P. Dempsey
PAULINE P. DEMPSEY, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 16th day of February, 1985, before me, the undersigned Notary Public, personally appeared DEBORAH O. SCHOFIELD and E. MICHAEL SCHOFIELD, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Pauline P. Dempsey
PAULINE P. DEMPSEY, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 26th day of February, 1985, before me, the undersigned Notary Public, personally appeared COLLEEN ANNE O'BRIEN, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as a free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Virginia L. Trickett
VIRGINIA L. TRICKETT, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared MARY CECILE O'BRIEN COOK and JAMES C. COOK, JR., to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Virginia L. Trickett
VIRGINIA L. TRICKETT, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

STATE OF LOUISIANA

PARISH OF CADDO

BOOK 204 PAGE 152

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared ROBERT E. O'BRIEN, JR. and BARBARA C. O'BRIEN, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Virginia L. Trickett
Notary Public
VIRGINIA L. TRICKETT, Notary Public
Caddo Parish, Louisiana
My Commission is for Life.

STATE OF LOUISIANA

PARISH OF CADDO

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared MARGARET O. STAGG and THOMAS E. STAGG, JR., to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Pauline P. Dempsey
Notary Public
PAULINE P. DEMPSEY, Notary Public
Caddo Parish, Louisiana
My Commission is For Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared MARGARET S. SOUR and EDWIN W. SOUR, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Virginia L. Trickett
Notary Public
VIRGINIA L. TRICKETT, Notary Public
Caddo Parish, Louisiana
My Commission is for Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared JULIE S. HARRINGTON and MARTIN J. HARRINGTON, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Virginia L. Trickett
Notary Public
VIRGINIA L. TRICKETT, Notary Public
Caddo Parish, Louisiana
My Commission is for Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared JAMES C. O'BRIEN, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as a free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Virginia L. Trickett
Notary Public
VIRGINIA L. TRICKETT, Notary Public
Caddo Parish, Louisiana
My Commission is for Life

STATE OF LOUISIANA

PARISH OF CADDO

BOOK 204 PAGE 153

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared GWENDOLYN SHAWN O'BRIEN VICKNAIR and EARL MICHAEL VICKNAIR, JR., to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Virginia L. Trickett
Notary Public
Caddo Parish, Louisiana
My Commission is for Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared JAMES C. O'BRIEN and MARILYN O'BRIEN, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Virginia L. Trickett
Notary Public
Caddo Parish, Louisiana
My Commission is for Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared JOHN MICHAEL SAVAGE and PAMELA T. SAVAGE, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Virginia L. Trickett
Notary Public
Caddo Parish, Louisiana
My Commission is for Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared AMEE S. ANTHONY and DAVID ANTHONY, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Virginia L. Trickett
Notary Public
Caddo Parish, Louisiana
My Commission is for Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared ANN L. O'BRIEN, TIMOTHY KEVIN O'BRIEN, CHRISTOPHER KIRWAN O'BRIEN and CARY BRENDAN O'BRIEN, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free acts and deeds for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Virginia L. Trickett
Notary Public
Caddo Parish, Louisiana
My Commission is for Life

STATE OF LOUISIANA

BOOK 204 PAGE 154

PARISH OF CADDO

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared KATHLEEN ANNE SAVAGE, SANDRA ELIZABETH SAVAGE, PATRICIA SAVAGE and JOHN F. SAVAGE, CUSTODIAN FOR CAROLINE CONNER SAVAGE, CO. known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free acts and deeds for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Pauline P. Dempsey
PAULINE P. DEMPSEY, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared SUSAN SAVAGE BOHAC, LARRY G. BOHAC, and SUSAN SAVAGE BOHAC, CUSTODIAN FOR CHRISTOPHER W. BOHAC AND JENNIFER LYNN BOHAC, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free acts and deeds for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Pauline P. Dempsey
PAULINE P. DEMPSEY, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

STATE OF LOUISIANA

PARISH OF CADDO

On this 20th day of February, 1985, before me, the undersigned Notary Public, personally appeared LEA ERIN O'BRIEN, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as a free act and deed for the purposes and considerations therein expressed.

My Commission Expires
With Life.

Pauline P. Dempsey
PAULINE P. DEMPSEY, Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

STATE OF LOUISIANA

BOOK 204 PAGE 155

PARISH OF CADDO

On this 11th day of March, 1985, before me, the undersigned Notary Public, personally appeared Edna Marie O'Brien, Testamentary Executrix of the Estate of W. J. O'Brien, Jr.; Mae Marie O'Brien Gardner, Individually and as TR U/A of 12/29/78; Chris B. Gardner; Elizabeth O'Brien; William J. O'Brien, III and Morgan P. O'Brien, as Partners of Richmond Investments; Thomas W. O'Brien; and W. J. O'Brien, III, individually, to me known to be the persons whose names are subscribed to the foregoing instrument and who acknowledged that they executed the same as their free acts and deeds, in the respective capacities indicated.

Brenda W. McAllister
BRENDA W. McALLISTER, Notary Public
Caddo Parish, Louisiana
My Commission is for Life




EXHIBIT "A"
Attachment to Signature Page of Agents appointed
by the Former Shareholders of Oakland Corporation

DESIGNATION OF REPRESENTATIVE AND AGENT

Decimal
Interest

PAUL F. O'BRIEN, JR. - Representative & Agent

.097846	Paul F. O'Brien, Jr.
.027751	Ernest Obering O'Brien
.027751	Priscilla Alden O'Brien Mertz
.027752	Paul F. O'Brien, III

D. M. LONG - Representative & Agent

.011960	Michael Denman Long
.011960	Raymond Francis Long
.011960	Kevin O'Brien Long
.011960	Mary Katherine Long
.011960	Caroline Connor Long
.011530	Mary Cumalee O'Brien Long
.011960	Patrick Murray Long
.011960	Brian Arthur Long
.008970	Denman M. Long & Stanley W. Burke, III, Trustees (U/A dated 6/1/76)
.008970	Nancy Nunn Trust, FNB Trustee
.026169	Estate of Robert L. Lawson
.002990	R. F. Pullen
.001495	Jes H. Thomas
.004115	J. C. Byrd
.001495	Robert P. Hunter
.035797	First National Bank, Shreveport, Trustee U/W of Audrey Quina O'Brien
.036431	First National Bank, Shreveport, Trustee U/W of James T. Mawborne
.048044	Patricia Anne O'Brien Loftus
.004485	Mary Frances Loftus

STANLEY W. BURKE, III - Representative & Agent

.002689	Stanley W. Burke, III, Trustee for Raymond J. O'Brien, III
.024662	Martha O'Brien Harbison
.013907	Barbara O'Brien Burke
.013154	Martha Elizabeth O'Brien Jones
.013907	Catherine Anne O'Brien
.013907	Patricia Lynn O'Brien Ferrell

JAMES H. MCGREGOR - Representative & Agent

.085611	Marjorie Koonce McGregor
.007750	Marjorie Koonce McGregor
.017940	James H. McGregor

MICHAEL H. O'BRIEN - Representative & Agent

.008353	Michael H. O'Brien
.008353	Deborah O. Schofield
.008352	Colleen Anne O'Brien
.008352	Mary Cecile O'Brien Cook
.008353	Robert E. O'Brien, Jr.
.016350	Margaret O. Stagg
.012714	Margaret S. Sour
.012714	Julie S. Harrington
.017151	James C. O'Brien
.003110	Gwendolyn Shawn O'Brien Vicknair
.003110	James C. O'Brien, III
.002631	Timothy Kevin O'Brien

MICHAEL H. O'BRIEN - Representative & Agent (Continued)

.001196	Ann L. O'Brien
.002870	Lea Erin O'Brien
.002631	Ann L. O'Brien, as Custodian for Christopher Kirwan O'Brien
.002392	Ann L. O'Brien, as Custodian for Cary Brendan O'Brien
.007559	Kathleen Anne Savage
.007559	John Michael Savage
.007559	Sandra Elizabeth Savage
.007559	Patricia Savage
.007559	Aimee S. Anthony
.007571	John F. Savage, as Custodian for Caroline Connor Savage
.004688	Susan Savage Bohac
.001435	Susan Savage Bohac, as Custodian for Christopher W. Bohac
.001435	Susan Savage Bohac, as Custodian for Jennifer Lynn Bohac

W. J. O'BRIEN, III - Representative & Agent

.104460	Estate of W. J. O'Brien, Jr.
.015029	Mae Marie O'Brien Gardner
.010329	Mae Marie O'Brien Gardner, Trustee U/A of 12/29/78
.004701	Elizabeth O'Brien
.015029	Thomas W. O'Brien
.030058	Richmond Investments

1.000000

OAKLAND AGENCY ACCOUNT
5025 LINE AVENUE
P. O. BOX 5005
SHREVEPORT, LOUISIANA 71105
3570

STATE OF LOUISIANA
PARISH OF CADDO

I hereby certify this to be a full and true copy of an original instrument filed in my office on the date and hour and under the Registry Number stamped hereon to be

recorded in the { Conveyance _____
Mortgage _____
Chattel Mortgage _____ } Records.

Given under my hand and seal of office on said date of filing.

DEPUTY CLERK & EX-OFFICIO RECORDER

01035644

FILED & RECORDED
CADDO PARISH, LA.

MAR 21 2 30 PM '85
MARY L. PRICE

DEPUTY CLERK & RECORDER

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 29 day of March, 1985 at 9:00 o'clock A.M., and was duly recorded on the 3 day of APR 3, 1985, 1985, Book No. 204 on Page 124 in my office.

Witness my hand and seal of office, this the 3 day of APR 3, 1985, 1985.

BILLY V. COOPER, Clerk

By n. Wright, D.C.

BOOK 204 PAGE 159
QUITCLAIM DEED

INDEXED
2347

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 JACKSON LAND IMPROVEMENT CO., INC., whose address is 1425 Jacksonian Plaza, Jackson, Mississippi 39211, does quitclaim unto W. W. BAILEY an undivided one-third (1/3) interest, unto GEORGE B. GILMORE an undivided one-third (1/3) interest, unto PAMELA BAILEY EDWARDS an undivided one-sixth (1/6) interest and unto CYNTHIA BAILEY ADAMS an undivided one-sixth (1/6) interest in and to all interest or undivided interest which the undersigned Grantor may own in any real property lying and being situated in Hinds, Madison or Rankin Counties, Mississippi, not heretofore conveyed by the undersigned Grantor.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers, this the 27th day of November, 1984.

JACKSON LAND IMPROVEMENT CO., INC.

BY: W. W. Bailey
W. W. Bailey, President

STATE OF MISSISSIPPI

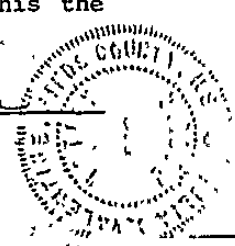
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named W. W. BAILEY, who is known personally by me to be the President of JACKSON LAND IMPROVEMENT CO., INC. and who acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing for and in behalf of said corporation and on the day and for the purposes therein mentioned he being duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 27th day of November, 1984.

MY COMMISSION EXPIRES:
My Commission Expires March 23, 1988

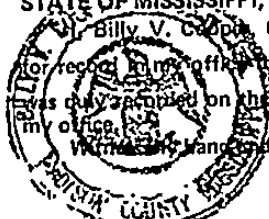
Julia C. Valentine
NOTARY PUBLIC



QCD JACKSON LAND/COV006

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 29 day of March, 1985, at 9:01 o'clock A.M., and was duly recorded on the APR 3 day of 1985, Book No. 204 on Page 159 in my office. Witness my hand and seal of office, this the APR 3 day of 1985, 1985.
BILLY V. COOPER, Clerk
By D. Wright, D.C.



GRANTOR'S ADDRESS

323 Pear Orchard Circle Ridgeland Ms 39157

GRANTEE'S ADDRESS

631 Parole Circle - Ridgeland, MS 39157

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, JEAN B. HESLEP AND HUSBAND, WALTER D.

HESLEP, JR.

do hereby sell, convey and warrant unto JAMES G. LUSE AND WIFE, MARY ELLEN

LUSE, as joint tenants with full rights of survivorship and not as tenants

in common

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

Lot 17 of PEAR ORCHARD SUBDIVISION, PART 5, 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 10, reference to which map or plat is hereby made in aid of and as a part of this description.

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

Grantees assume and agree to pay that certain deed of trust executed by

Marvin H. Smith and Jean Adams Smith to Mid State Mortgage Company dated 11/29/77, and recorded in the office of the aforesaid clerk in Book 437 at Page 7, assigned to FNMA by instrument recorded in Book 437 at Page 766.

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

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

WITNESS OUR SIGNATURES, this the 26th day of March, 1985

Jean B. Heslep
JEAN B. HESLEP
Walter D. Heslep, Jr.
WALTER D. HESLEP, JR.

STATE OF MISSISSIPPI

COUNTY OF

Madison

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 Jean B. Heslep and Walter D. Heslep, Jr. 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 26th day of March, 1985.

Leona Oakley
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 1, 1988

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 29 day of March, 1985, at 9:00 o'clock A.M., and was duly recorded on the 29 day of March, 1985, in Book No. 204 on Page 160 in my office.

Witness my hand and seal of office, this the 29th day of March, 1985.

BILLY V. COOPER, Clerk

By D. Wright, D.C.

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

Repealed Under H.R. 687
Approved April 2, 1932

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

Marie T. Collier
the sum of Fifty-four and 27/100 DOLLARS (\$ 54.27)
being the amount necessary to redeem the following described land in said County and State, to-wit

DESCRIPTION OF LAND	SEC.	TYP	RANGE	ACRES
Lot 80 x 150 ft. in SW 1/4 NW 1/4 of T. 2N. R. 17E. S. 105	24	9	2E	

Which said land assessed to Marie T. Collier and sold on the
17 day of Sept 1984 to Mitch Kalow for
taxes thereon for the year 1983, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 29 day of
March 1985 Billy V. Cooper, Chancery Clerk.

(SEAL) By K. Gregory D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$ <u>34.93</u>
(2) Interest	\$ <u>2.79</u>
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$ <u>.70</u>
(4) Tax Collector Advertising - Selling each separate described subdivision as set out on assessment roll	\$ <u>1.25</u>
\$1.00 plus 25cents for each separate described subdivision	\$ <u>4.50</u>
(5) Printer's Fee for Advertising each separate subdivision	\$ <u>.25</u>
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision	\$ <u>1.00</u>
(7) Tax Collector - For each conveyance of lands sold to individuals \$1.00	\$ <u>45.42</u>
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$ <u>1.75</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)	
(10) 1% Damages per month or fraction on 19 <u>83</u> taxes and costs (Item 8 - Taxes and costs only) <u>7</u> Months	\$ <u>3.18</u>
(11) Fee for recording redemption 25cents each subdivision	\$ <u>.25</u>
(12) Fee for indexing redemption 15cents for each separate subdivision	\$ <u>.15</u>
(13) Fee for executing release on redemption	\$ <u>1.00</u>
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.)	\$ <u>2.00</u>
(15) Fee for Issuing Notice to Owner, each	\$ <u>2.00</u>
(16) Fee Notice to Lienors @ \$2.50 each	\$ <u>5.00</u>
(17) Fee for mailing Notice to Owner	\$ <u>1.00</u>
(18) Sheriff's fee for executing Notice on Owner if Resident	\$ <u>4.00</u>
TOTAL	\$ <u>51.75</u>
(19) 1% on Total for Clerk to Redeem	\$ <u>.52</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>83</u> taxes and to pay accrued taxes as shown above	\$ <u>52.27</u>
Excess bid at tax sale \$ <u>50.35</u>	
<u>Mitch Kalow</u>	
<u>Clerk Fee</u>	<u>1.92</u>
<u>Rec Rel</u>	<u>2.00</u>
	<u>54.27</u>

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

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record in my office this 29 day of March 1985, at 9:15 o'clock A. M., and
was duly recorded on the APR 3 day of 1985, Book No 204 on Page 161. in
my office.

Witness my hand and seal of office, this the 29 day of March 1985.

BILLY V. COOPER, Clerk

By H. W. Siegel D.C.

QUITCLAIM DEED

FOR AND IN CONSIDERATION for the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations receipt and sufficiency of all of which is hereby acknowledged, DR. HENRY K. HICKS and wife, DORIS A. HICKS, do hereby convey and quitclaim unto CHRISTOPHER R. GREEN and wife, SHARON H. GREEN, as joint tenants with full right of survivorship and not as tenants in common the following described property located in Madison County, Mississippi, being more particularly described as follows:

Begin at the point of intersection of the east right-of-way line of Old Canton Road and the north right-of-way line of Pine Knoll Drive laid out and established; said point of intersection being 1,133.0 feet north of and 471.9 feet west of the corner common to Section 4 and 5, Township 6 North, Range 2 East, Hinds County, Mississippi, and Sections 32 and 33, Township 7 North, Range 2 East, Madison County, Mississippi; run thence north 27 degrees 56 minutes east and along said east right-of-way line of Old Canton Road for a distance of 160.0 feet to a point; run thence south 71 degrees 29 minutes east for a distance of 152.0 feet to a point; run thence south 27 degrees 56 minutes west for a distance of 185.0 feet to a point on said north right-of-way line of Pine Knoll Drive; run thence north 62 degrees 01 minute west and along said north right-of-way line of Pine Knoll Drive for a distance of 150.0 feet to the point of beginning.

The above described parcel of property is located in the East Half (E½) of the Southeast (SE¼) of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and contains 25,873 square feet or 0.594 acres, more or less.

The Grantees herein assume and agree to pay all taxes for the year 1980.

IN WITNESS WHEREOF, this the 6th day of November, 1980.

Dr. Henry K. Hicks
DR. HENRY K. HICKS

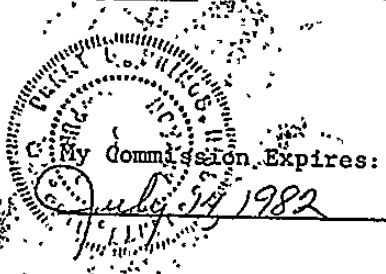
Doris A. Hicks
DORIS A. HICKS

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned

authority in and for the jurisdiction aforesaid, the within named DR. HENRY K. HICKS and DORIS A. HICKS,, who acknowledged that they signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned.

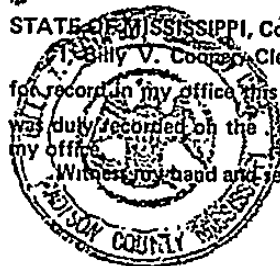
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 6th day of November, 1980.



Henry K. Hicks
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 29 day of March, 1985, at 9:55 clock A M., and was duly recorded on the APR 3 day of 1985, 19....., Book No 204 on Page 162 in my office.



Witness my hand and seal of office, this the of APR 3, 1985, 19.....

BILLY V. COOPER, Clerk

By H. Wright D.C.

800K 204 PAGE 164
RELEASE FROM DELINQUENT TAX SALE
(INDIVIDUAL)
DELINQUENT TAX SALE
STATE OF MISSISSIPPI, COUNTY OF MADISON

INDEXED

2355

No 7286

Redeemed Under H.B. 597
Approved April 2, 1932

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

Guy E. Evans
the sum of Fourteen and 15/100 DOLLARS (\$ 14.15)
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP.	RANGE	ACRES
<u>Lot 129 Village Square</u>	<u>33</u>	<u>7N</u>	<u>R 2E</u>	
<u>Qt. 1, vac. Bk. 178-299</u>				

Which said land assessed to Unifirst Federal and sold on the
17 day of Sept. 1985 to Bradley Williamson for
taxes thereon for the year 1983 do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 29 day of

March 1985 Billy V. Cooper, Chancery Clerk.

(SEAL)

By M. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 2.56
- (2) Interest \$ 20
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 25
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll.
\$1.00 plus 25cents for each separate described subdivision \$ 1.25
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 25
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 1.00
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 9.81
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 13
- (10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 --Taxes and costs only 7 Months \$ 69
- (11) Fee for recording redemption 25cents each subdivision \$ 25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 15
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 12.03
- (19) 1% on Total for Clerk to Redeem \$ 12
- (20) GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to pay accrued taxes as shown above \$ 12.15

Excess bid at tax sale \$ 14.15

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

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record in my office on the 29 day of March, 1985, at 12:30 o'clock P.M., and
was duly recorded on the APR 3 day of 1985, Book No. 204 on Page 164 in
my office.

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

BILLY V. COOPER, Clerk

By M. Wright D.C.

C

WARRANTY DEED

BOOK 204 PAGE 165

INDEXED

2350

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, MAX P. NORTON and wife, PEGGY JOYCE NORTON, do hereby sell, convey and warrant unto JERRY M. SUMRALL and wife, SHEILA J. SUMRALL, as joint tenants with the right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

N-1/2 of SW-1/4 of SE-1/4 and S-1/2 of SW-1/4 of SE-1/4 of Section 12, Township 10 North, Range 2 East, lying East of U. S. Highway I-55, Madison County, Mississippi, and right-of-way 20 feet in width over the NE-1/4 of NE-1/4, Section 13, Township 10 North, Range 2 East, LESS AND EXCEPT that property conveyed unto the State Highway Commission of Mississippi, in Deed Book 113 at Page 161 in the records of the Chancery Clerk of Madison County, being more particularly described as: All of the following excepting and excluding therefrom all oil, gas therein: Begin at the point of intersection of the South line of Governmental Lot 6 of Section 12, Township 10 North, Range 2 East, with the centerline of the above mentioned highway project, said point being 338.8 feet West of the Southeast corner of Governmental Lot 6, said Section 12; from said point of beginning run thence West along the South line of Governmental Lot 6, said Section 12, a distance of 219.3 feet; thence run North 0°58'E a distance of 206.7 feet; thence run North 16°14'E parallel with and 125 feet Westerly of the centerline of the West lane of said project, a distance of 766.8 feet; thence run North 4°55'E, a distance of 408.2 feet to the North line of Grantors' property; thence run East along the North line of Grantors' property, a distance of 447.5 feet to a point on a line that is parallel with and 120 feet Easterly of the centerline of the East lane of said project (the center of the next circle mentioned herein bears North 89°09'W a distance of 5849.58 feet from this point); thence run Southerly along said parallel line and along the circumference of a circle to the right having a radius of 5849.58 feet, a distance of 627.3 feet; thence run South 6°14'W along the last mentioned parallel line, a distance of 697.5 feet; thence run South 7°35'W, a distance of 56.8 feet to a point on the South line of Governmental Lot 6, said Section 12; thence run West along the South line of Governmental Lot 6, said Section 12, a distance of 232.0 feet to the point of beginning; containing 14.74 acres, more or less, and all being situated in and a part of Governmental Lots 6 and 7, Section 12, Township 10 North, Range 2 East, Madison County, Mississippi.

Together with any and all abutters rights of access, if any, in, to, over, on and across the above described property.

It is the intention of the Grantors to convey, and they do hereby convey the above described 40 acres located in the N-1/2 of SW-1/4 of SE-1/4 and S-1/2 of SW-1/4 of SE-1/4, Section 12, Township 10 North, Range 2 East, Madison County, Mississippi acquired by them by Warranty Deeds dated September 6, 1973 from John H. Williams and Helen K. Williams, recorded in Book 132, at Page 564; Deed dated April 2, 1979 from John H. Williams and Helen K. Williams, recorded in Book 162, Page 56, in the records of Madison County, Mississippi, both recorded in records of said County, whether properly described herein or not.

BOOK 204 PAGE 166

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

1. Ad valorem taxes for the year 1985 which are a lien but are not due and payable until January, 1986 and will be paid none by the Grantors and all by the Grantees.
2. Zoning and subdivision regulation ordinance of Madison County, Mississippi.
3. The ownership of oil, gas and other minerals in, on and under the above described property is not warranted, however, Grantors convey unto Grantees all of their right, title and interest in and to such oil, gas and other minerals.

WITNESS our signatures on this 28 day of March 1985.

Max P. Norton
Max P. Norton

Peggy Joyce Norton
Peggy Joyce Norton

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named MAX P. NORTON and PEGGY JOYCE NORTON who each acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN under my hand and official seal on this the 28 day of March 1985.

John W. Christy
Notary Public

My commission expires:
9-15-86

Grantors: Mr. & Mrs. Max Norton
Highway 16 E., Canton, Ms. 39046

Grantees: Mr. & Mrs. Jerry Sumrall
~~Rt. 3, Canton, Ms. 39046~~
RT 1 BOX 176 A
CANTON, MS 39046

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 29 day of March, 1985, at 1:50 o'clock P. M., and was duly recorded on the APR 3 day of 1985, 1985, Book No. 204 on Page 165 in my office.

Witness my hand and seal of office, this the APR 3 day of 1985, 1985.

BILLY V. COOPER, Clerk

By J. W. Christy, D.C.

BOOK 204 PAGE 167
RELEASE FROM DELINQUENT TAX SALE
(INDIVIDUAL)
DELINQUENT TAX SALE
STATE OF MISSISSIPPI, COUNTY OF MADISON

INDEXED

2357

№ 7287

Redeemed Under H.B. 587
Approved April 2, 1932

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

Annie R. Nichols
the sum of Two hundred twenty-seven and 39/100 DOLLARS (\$ 227.39)
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Lot 39, Presidential Hts.</u>				
<u>Pt 2 + Res DB 180-68</u>	<u>17</u>	<u>9</u>	<u>3E</u>	

Which said land assessed to Paul Smith and sold on the
17 day of Sept 1984 to Bradley Williamson for
taxes thereon for the year 1983, do hereby release said land from all claim or title of said purchaser on account of said sale.
IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 29 day of
March 1985 Billy V. Cooper, Chancery Clerk.

(SEAL)

By K. Gregory D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 174.63
- (2) Interest \$ 13.97
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 3.49
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll.
\$1.00 plus 25cents for each separate described subdivision \$ 1.25
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$.25
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 1.00
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 199.09
- (9) 5% Damages on TAXES ONLY (See Item 1) \$ 8.73
- (10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 --Taxes and costs only) 7 Months \$ 13.94
- (11) Fee for recording redemption 25cents each subdivision \$.25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$.15
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for Issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- * TOTAL \$ 223.16
- (19) 1% on Total for Clerk to Redeem \$ 2.23
- (20) GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to pay accrued taxes as shown above \$ 225.39

Excess bid at tax sale \$

Bradley Williamson 221.76
Clerk Fee 3.63
Rec Rel 2.00
227.39

White - Your choice

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for recording in my office this 29 day of March, 1985, at 2:45 o'clock P. M., and
was duly recorded on the APR 3 day of 1985, 1985, Book No. 204 Page 167 in
my office.

Witness my hand and seal of office, this the 29 day of March, 1985.
BILLY V. COOPER, Clerk
By D. W. Reffitt D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, JOHN L. BARRETT, JR., and wife, EVANA M. BARRETT, Grantors, do hereby convey and forever warrant unto CHRISTOPHER M. BURGESS AND CHRISTY ANNA GLOVER, 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:

Lot Thirty-Three (33), BEAVER CREEK, PART I, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B, Slot 41 thereof, reference to which map or plat is here made in aid of and as a part of this description.

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

1. County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due, or payable and which shall be prorated as follows: Grantors: 2/12; Grantees: 7/12.
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. Restrictive Covenants, if any, in regard to the subject property.

WITNESS OUR SIGNATURES on this the 29th day of March, 1985.

John L. Barrett, Jr.
John L. Barrett, Jr.

Evana M. Barrett
Evana M. Barrett

STATE OF MISSISSIPPI
COUNTY OF MADISON *Hinds*

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JOHN L. BARRETT, JR., AND EVANA M. BARRETT, who stated and acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 29th day of March, 1985.

William P. Collins
NOTARY PUBLIC

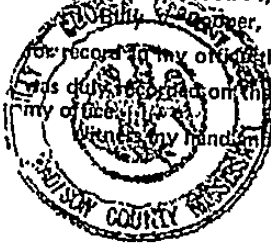
MY COMMISSION EXPIRES:

7/28/85

Grantor: P.O. Box 334
Macon, MS 39341

Grantee: 199 BEAVER CREEK DRIVE
RIDGELAND, MS. 39157

STATE OF MISSISSIPPI; County of Madison:
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on this 29 day of March, 1985, at 4:00 o'clock P. M. and was duly recorded on the 29 day of March, 1985, Book No 204 on Page 168 in my office at Madison.
Witness my hand and seal of office, this the APR 3 of 1985, 1985.
BILLY V. COOPER, Clerk
By M. Wright, D.C.



DEED TO CORRECT MISTAKE IN PRIOR DEED

THE STATE OF MISSISSIPPI

COUNTY OF MADISON

This deed, made the _____ day of _____, 19____, between HOLINESS BARNES, SR. and ANNIE LEE BARNES, grantors, of Madison County, Mississippi, and MARGIE BARNES RICE, grantee, of Madison County, Mississippi.

WHEREAS, by Warranty Deed dated the 23rd day of August, 1979, and recorded in the office of the Chancery Clerk of Madison County, Mississippi on the 17th day of September, 1979, the said grantors conveyed to the said grantee certain land therein and hereinafter described.

And, WHEREAS, in the said deed the words in the description "East 400 ft. then run North 400 ft., then run West 400 ft. then run South 400 ft." were written instead of the words "East 295.5 ft. then run North 295.5 ft., then run West 295.5 ft., then run South 295.5 ft." and this deed is executed for the purpose of correcting the said mistake.

Now, this deed witnesseth that the said grantors, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, doth hereby grant, bargain, sell, warrant and convey unto the said grantee, the following described land and property lying and situated in Madison County, Mississippi, to-wit:

Beginning at a point marking the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) of Section 15, Township 7 North Range 1 East, beginning at Southwest corner run East 295.5 ft., then run North 295.5 ft. then West 295.5 ft., then run South 295.5 ft. at the point of the beginning. A sufficiency different to embrace within said boundaries a two (2) acres tract

To have and to hold the same, together with all

the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said grantee, her heirs and assign, forever.

WITNESS OUR SIGNATURES on this, the 25 day of March, 1985.

Holiness Barnes Sr
HOLINESS BARNES, SR., GRANTOR
Route 1, Box 211
Madison, MS 39110

Annie L. Barnes
ANNIE LEE BARNES, GRANTOR
Route 1, Box 211
Madison, MS 39110

MARGIE BARNES RICE, GRANTEE
211-1 Hickory Road
Madison, MS 39110

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, HOLINESS BARNES, SR. and ANNIE LEE BARNES, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and in the year therein mentioned.

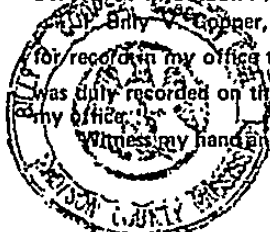
Given under my hand and official seal on this the 25 day of March, 1985:

Marcella Cannon
NOTARY PUBLIC

My commission expires: 2-1-86

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 29 day of March 1985, at 4:12 o'clock P. M., and was duly recorded on the APR 3 day of 1985, 19....., Book No 204 on Page 170 in my office.



Witness my hand and seal of office, this the of APR 3 1985, 19.....

BILLY V. COOPER, Clerk

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

C

WARRANTY DEED

INDEXED 2397

BOOK 204 PAGE 172

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash

in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned Jerry Rawson, do hereby sell, convey and warrant unto Clement S. Dazet, Jr., a single person, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Lot Seventy-Nine (79), SANDALWOOD, PART THREE (3), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 6 at Page 3 thereof, reference to which is here made in aid of and as a part of this description.

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

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

This property constitutes no part of homestead of Grantor herein.
WITNESS MY SIGNATURE, this the 27th day of March, 1985.

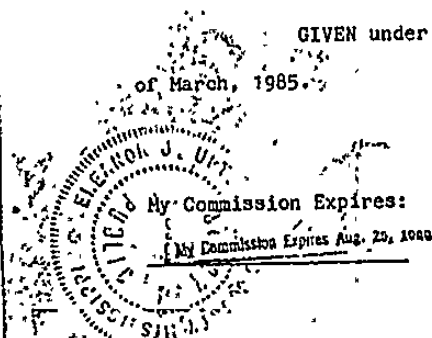
Jerry Rawson
Jerry Rawson

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

GIVEN under my hand and official seal of office, this the 27th day of March, 1985.

Eleanor J. Lupton
NOTARY PUBLIC



STATE OF MISSISSIPPI County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 1st day of April, 1985, at 9:00 o'clock A.M., and was duly recorded on the 3rd day of April, 1985, in Book No. 204 on Page 172.

Witness my hand and seal of office, this the 3rd day of April, 1985.

BILLY V. COOPER, Clerk

By D. Wright, D.C.

WARRANTY DEED

BOOK 204 PAGE 173

INDEXED 2296

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, J.F.P. & CO., INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto DAVID G. BRITT and wife, LYNN R. BRITT, as joint tenants with full rights of survivorship and not as tenants in common, the land and property lying and being situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 7, POST OAK PLACE, a subdivision platted and recorded in Cabinet Slide B-63, in the Chancery Clerk's office of Madison County, Mississippi.

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 Grantor agrees to pay to the Grantees or assigns any deficit on an actual proration, and likewise the Grantees agree to pay to the Grantor or assigns any amount overpaid by him.

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

J.F.P. & CO., INC.

BY: 
J. Frank Pucylowski, President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority
in and for the aforesaid jurisdiction, J. Frank Pucylowski,
President of J.F.P. & CO., INC., a Mississippi corporation,
and that for and on behalf of and by authority of said cor-
poration, he signed and delivered the above and foregoing
instrument on the day and year therein mentioned for the
intent and purpose therein expressed.

Given under my hand and seal of office, this the 28th
day of March, 1985.

BOOK 204 PAGE 174

Jas. B. Elliott
NOTARY PUBLIC



MY COMMISSION EXPIRES:
My Commission Expires Jan 4, 1987

GRANTORS ADDRESS:
P. O. Box 4
Clinton, MS 39056

GRANTEES ADDRESS:
526 Post Oak Place
Madison, MS 39110

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record in my office this . . . day of . . . *April* . . . , 19. *85*, at . . . *9:26* o'clock . . . *5* M, and
was duly recorded on the . . . day of . . . *APR 3* . . . 1985 . . . , 19 . . . , Book No. *204* on Page *173* . . . In
my office.

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

BILLY V. COOPER, Clerk

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

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, SIDNEY EARL GUNTER and wife, DIANNE T. GUNTER; do hereby sell, convey and warrant unto MELODY ANN DRYDEN the following described land and property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

Lot 4, Wheatley Place, Part 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Cabinet B Page 30, reference to which is hereby made in aid of and as a part of this description.

This property is conveyed subject to a Deed of Trust against same made by Grantors dated August 22, 1979, in the amount of \$59,500.00 and recorded in the land records in the office of the Chancery Clerk of Madison County, Mississippi, in Deed Book 461 at Page 379. The Grantee agrees to assume and pay the same as part of the consideration of this conveyance. The Grantee also hereby assumes the obligation of Grantors under the terms of the instruments creating the loan to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned.

The hazard insurance policy and all escrows are to be transferred to the Grantee.

Advalorem taxes for the current year are hereby assumed by the Grantee herein.

This conveyance is made subject to all mineral reservations, restrictive covenants, easements and right-of-ways of record.

WITNESS OUR SIGNATURES, this 23rd day of March, 1985.

Sidney Earl Gunter
SIDNEY EARL GUNTER

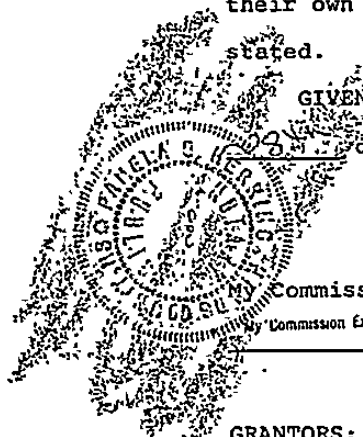
Dianne T. Gunter
DIANNE T. GUNTER

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, SIDNEY EARL GUNTER and wife, DIANNE T. GUNTER, who after being by me first duly sworn, state(s) on oath that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned as their own free act and deed and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23rd day of March, 1985.



Frank D. Herring
NOTARY PUBLIC

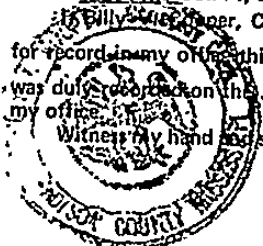
Commission Expires:
March 30, 1988

GRANTORS: 108 South President, Jackson, MS 39201

GRANTEE: 159 Wheatley Place, Ridgeland, Mississippi

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 1st day of April, 1985, at 9:00 o'clock A.M., and was duly recorded on this APR 3 day of 1985, 1985, Book No 204 on Page 175 in my office.



Witness my hand and seal of office, this the APR 3 day of 1985, 1985.

BILLY V. COOPER, Clerk

By N. Wright, D.C.

C

BOOK 204 PAGE 177

WARRANTY DEED

2395

INDEXED

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 and sufficiency of all of which is hereby acknowledged, the undersigned, Linwood Noe, does hereby sell, convey and warrant unto Phillip B. Monaghan and Sheila L. Monaghan, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property lying and being situated in Madison County, State of Mississippi and being more particularly described as follows, to-wit:

Lot 23, Post Oak Place, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Cabinet Slide B-63, reference to which is hereby made in aid of and as a part of this 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 between the parties have been prorated.

WITNESS THE SIGNATURE OF THE GRANTOR this 29th day of March, 1985.

Linwood Noe
LINWOOD NOE

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, Linwood Noe, who acknowledged to me that he signed and delivered the foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this 29th day of March, 1985.

Connie Elaine Carter
NOTARY PUBLIC

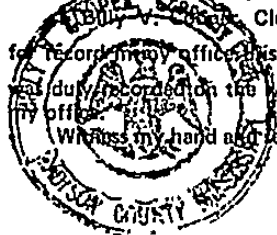
MY COMMISSION EXPIRES:
9-14-85

Grantor's Address:
345 N. Mart Plaza
Jackson, MS

Grantees' Address:
412 Post Oak Cove
Madison, MS 39110

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 1 day of April, 1985, at 9:04 o'clock A.M., and was duly recorded on the 1 day of April, 1985, in Book No. 204 on Page 177 in



Witness my hand and seal of office, this the 3 day of April, 1985.

BILLY V. COOPER, Clerk

By N. W. Wright, D.C.

C

BOOK 204 PAGE 178
-WARRANTY DEED-

INDEXED

9399

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, MS 39211, does hereby sell, convey and warrant unto RAYMOND OTIS GOODIN, JR. and wife, REBECCA GOODIN, of 225 Creekline 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, described to-wit:

Lot 113, Stonegate III,
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 31, reference to which map or plat is here made in aid of and as a part of this description.

THIS CONVEYANCE is made subject to 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 27th day of March, 19 85.

BRYAN HOMES, INC.

BY: 
STEVE BRYAN, PRESIDENT

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 as his own act and deed, he having been authorized so to do for and on behalf of said corporation.

GIVEN UNDER MY HAND and official seal of office on this the 27th day of March, 19 85.

My Commission Expires:


Notary Public

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 1st day of April, 19 85, at 9:00 o'clock P.M. and was duly recorded on the 3rd day of April, 1985, Book No. 204 on Page 178. In my office, APR 3 1985

Witness my hand and seal of office, this the 3rd day of April, 19 85.

BILLY V. COOPER, Clerk

By  D.C.

GRANTOR'S ADDRESS RT 1 Box 123-AB Flora, Ms. 39071
GRANTEE'S ADDRESS RT 1 Box 123-A-B FLORA MISS 39071

BOOK 204 PAGE 179

WARRANTY DEED

BOOK 3078 PAGE 536

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

do hereby sell, convey and warrant unto BARNEY W. BENSON AND WIFE, LINDA J. BENSON, as joint tenants with full rights of survivorship and not as tenants in common

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

A parcel of property containing 1.9 acres, more or less, situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, T8N, R2W, Madison County, Mississippi, described as follows:

Commence at the Northeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, T8N, R2W, Madison County, Mississippi, and run thence South along a fence line a distance of 202.0 feet to the Point of Beginning; thence South, 300.0 feet to a point on the North right-of-way line of a paved public road (Abernathy Road); Thence South 58 degrees 58 degrees 30 minutes West, 250.0 feet along said right-of-way line; thence North 14 degrees 00 minutes West, 300.0 feet; thence North 64 degrees 10 minutes East, 323.1 feet to the Point of Beginning.

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

Grantees assume and agree to pay that certain deed of trust executed by Mildred J. Muttoni to Gary Rees and wife, Jan Rees dated 2/2/83 and recorded in the office of the aforesaid clerk in Book 510 at Page 247

The above described property is conveyed subject to that certain deed of trust executed by Ernest M. Ingram and wife, Judy C. Ingram to Jim Walter Homes, Inc. dated May 19, 1980 and recorded in Book 471 at Page 582, but grantees herein do not assume or agree to pay same.

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

WITNESS MY SIGNATURES, this the 7th day of March, 1985.

Mildred J. Muttoni
MILDRED J. MUTTONI

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 Mildred J. Muttoni who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 7th day of March, 1985.

My Commission Expires:

9/16/85

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 5th day of April, 1985, at 9:00 o'clock AM, and was duly recorded on the 5th day of April, 1985, Book No. 204 on Page 179. in my office.

Witness my hand and seal of office, this the 5th day of April, 1985.

BILLY V. COOPER, Clerk

By [Signature], D.C.

INDEXED

BOOK 204 PAGE 180

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 JOHNNIE PERRY WAGGENER, does hereby sell, convey and warrant unto PERRY WAGGENER the following land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

The following described parcel of land situated within the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 35, T8N, R2E, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the intersection of the centerlines of Green Oak Road and Old Canton Road, said point being the southwest corner of Section 35, T8N, R2E, Madison County, Mississippi;
run thence

Easterly along the centerline of Old Canton Road for 1104.42 feet; thence North 26 degrees 46 minutes East for 248.21 feet to the POINT OF BEGINNING of the following described tract of land; thence South 89 degrees 45 minutes East for 195.49 feet; thence North 26 degrees 46 minutes East for 248.21 feet; thence North 89 degrees 45 minutes West for 195.49 feet; thence South 26 degrees 46 minutes West for 248.21 feet to the POINT OF BEGINNING of the above described tract of land containing 1.0 acres, more or less.

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

IT IS AGREED AND UNDERSTOOD that the Grantor reserves all oil, gas and other minerals in, on and under the above described property.

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 1st day of April, 1985.

Johnnie Perry Waggener
JOHNNIE PERRY WAGGENER



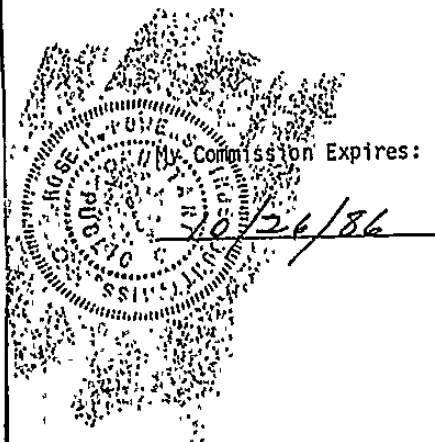
Book 204 Page 180 1/2

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JOHNNIE PERRY WAGGENER, who acknowledged that she 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 1st day of April, 1985.

Rose M. Pomeroy
NOTARY PUBLIC



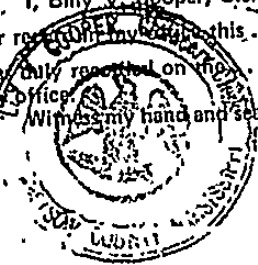
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 1st day of April, 1985, at 12:55 o'clock P.M., and was duly recorded on the 1st day of April, 1985. Book No. 204 on Page 180 in my office.

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

BILLY V. COOPER, Clerk

By M. Wright....., D.C.



C

INDEXED

239

BOOK 204 PAGE 181
ABANDONMENT OF EASEMENT

WHEREAS, the developers of WHEATLEY ESTATES, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Cabinet B at Slot 591, created certain utility easements by the filing and dedicating of said plat; and

WHEREAS, the recorded plat of WHEATLEY ESTATES, creates a utility easement eight feet in width across the Eastern portion of Lots 1 through 7 and a utility easement eight feet in width across the Western portion of Lots 8 through 14 and a utility easement ten feet in width across the North side of Lot 15 of said WHEATLEY ESTATES; and

WHEREAS, residences have been constructed on said property that encroach onto the aforesaid eight foot utility easements and a swimming pool and pump house have been constructed on Lot 15 which encroach onto the aforesaid ten foot utility easement, all as reflected and shown on the attached plat of survey prepared by T. E. McDonald, Inc., dated March 11 1985, attached hereto marked as Exhibit "A" and hereby made a part hereof; and

WHEREAS, the encroachment of the residences, pool and pump house onto said utility easements do not interfere with the undersigned ENTEX, INC.'S use of said easements and said ENTEX, INC. is willing to abandon all rights which it may have in and to that portion of said utility easements which are encroached upon by the residences, pool and pump house as shown on the plat of survey attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned ENTEX, INC. does hereby waive, release, relinquish and abandon all of its right, title and interest in and to that portion of the

aforesaid utility easements on which the residences, pool and pump house have been constructed as shown on the plat of survey attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned ENTEX, INC. has caused this instrument to be executed by its duly authorized officer on this the 20 day of March, 1985.

ENTEX, INC.

BY: Charles Sellers

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named Charles Sellers personally known to me to be the Vice President of the within named ENTEX, INC., who acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said ENTEX, INC., and as its own act and deed, he having been first duly authorized so to do.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE this the 20th

day of March, 1985.

Edame Cumston
NOTARY PUBLIC

My Commission Expires:
My Commission Expires Oct. 27, 1986

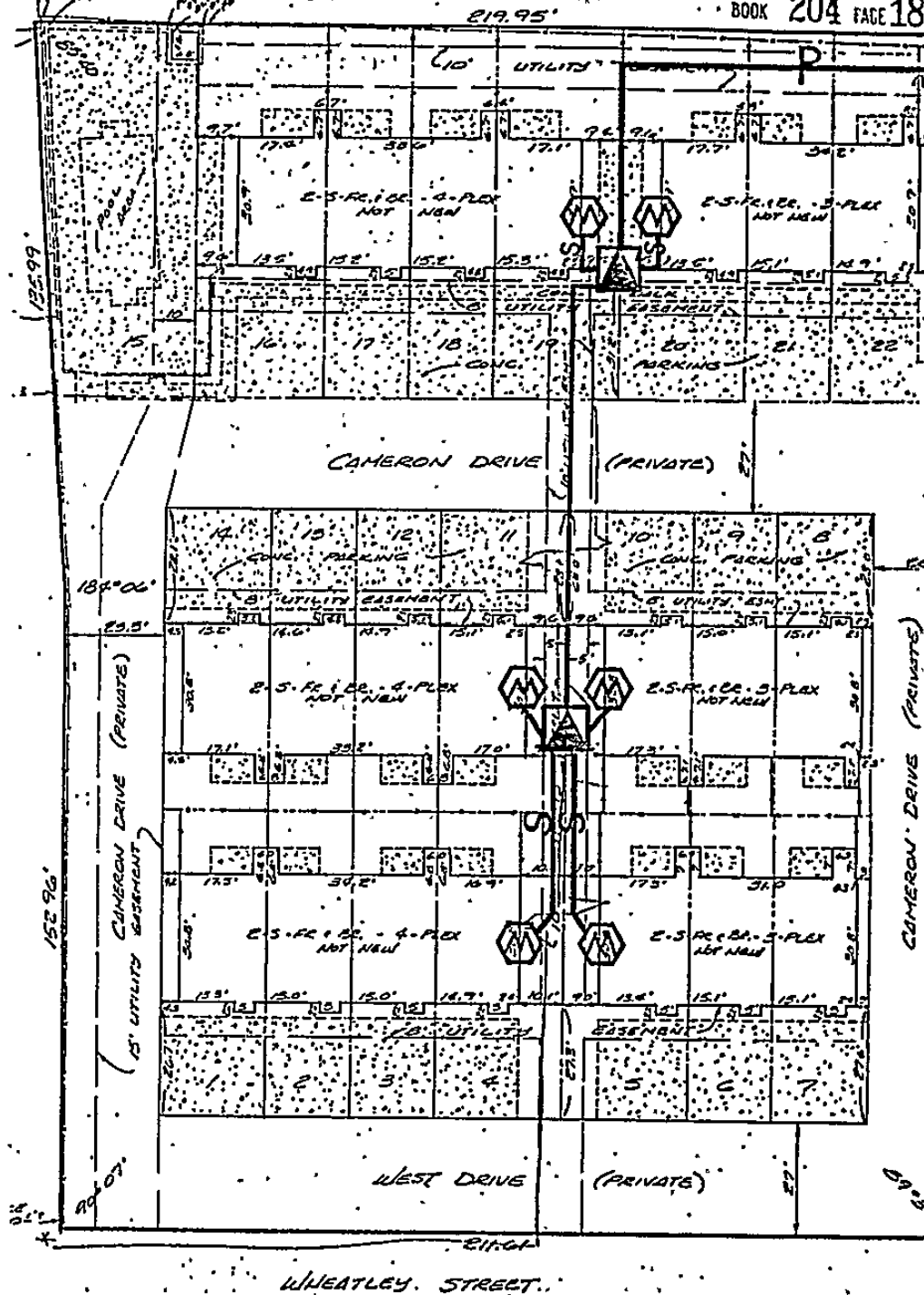


EXHIBIT A

WHEATLEY TOWNHOUSES

RIDGELAND, MS. SW 1/4

SEC. 31

MADISON COUNTY

T7N R2

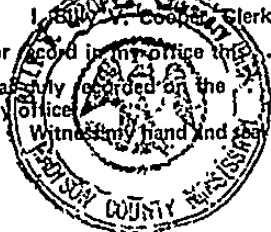
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 1 day of April, 1985, at 9:00 o'clock A.M., and was duly recorded on the 18 day of APRIL, 1985, in Book No. 204 on Page 183 in my office.

Witness my hand and seal of office, this the 5 day of APRIL, 1985.

BILLY V. COOPER, Clerk

By n. W. Whit, D.C.



INDEXED

BOOK 204 PAGE 184

PAGE

ABANDONMENT OF EASEMENT

C
WHEREAS, the developers of WHEATLEY ESTATES, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Cabinet B at Slot 591, created certain utility easements by the filing and dedicating of said plat; and

WHEREAS, the recorded plat of WHEATLEY ESTATES, creates a utility easement eight feet in width across the Eastern portion of Lots 1 through 7 and a utility easement eight feet in width across the Western portion of Lots 8 through 14 and a utility easement ten feet in width across the North side of Lot 15 of said WHEATLEY ESTATES; and

WHEREAS, residences have been constructed on said property that encroach onto the aforesaid eight foot utility easements and a swimming pool and pump house have been constructed on Lot 15 which encroach onto the aforesaid ten foot utility easement, all as reflected and shown on the attached plat of survey prepared by T. E. McDonald, Inc., dated March 11, 1985, attached hereto marked as Exhibit "A" and hereby made a part hereof; and

WHEREAS, the encroachment of the residences, pool and pump house onto said utility easements do not interfere with the undersigned MISSISSIPPI POWER & LIGHT COMPANY'S use of said easements and said MISSISSIPPI POWER & LIGHT COMPANY is willing to abandon all rights which it may have in and to that portion of said utility easements which are encroached upon by the residences, pool and pump house as shown on the plat of survey attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned MISSISSIPPI POWER & LIGHT COMPANY does hereby waive, release, relinquish and abandon all of its right, title and interest in and

to that portion of the aforesaid utility easements on which the residences, pool and pump house have been constructed as shown on the plat of survey attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned MISSISSIPPI POWER & LIGHT COMPANY, has caused this instrument to be executed by its duly authorized officer on this the 25 day of March, 1985.

MISSISSIPPI POWER & LIGHT COMPANY

BY: CH. Walton

Handwritten initials and signature

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named CH. Walton

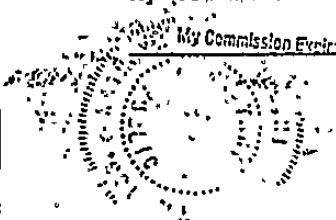
personally known to me to be the
Vice President of the within named MISSISSIPPI POWER & LIGHT COMPANY, who acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said MISSISSIPPI POWER & LIGHT COMPANY, and as its own act and deed, his having been first duly authorized so to do.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE this the 25th day of March, 1985.

Kathryn M. Couville
NOTARY PUBLIC

My Commission Expires: "

My Commission Expires Feb. 20, 1990



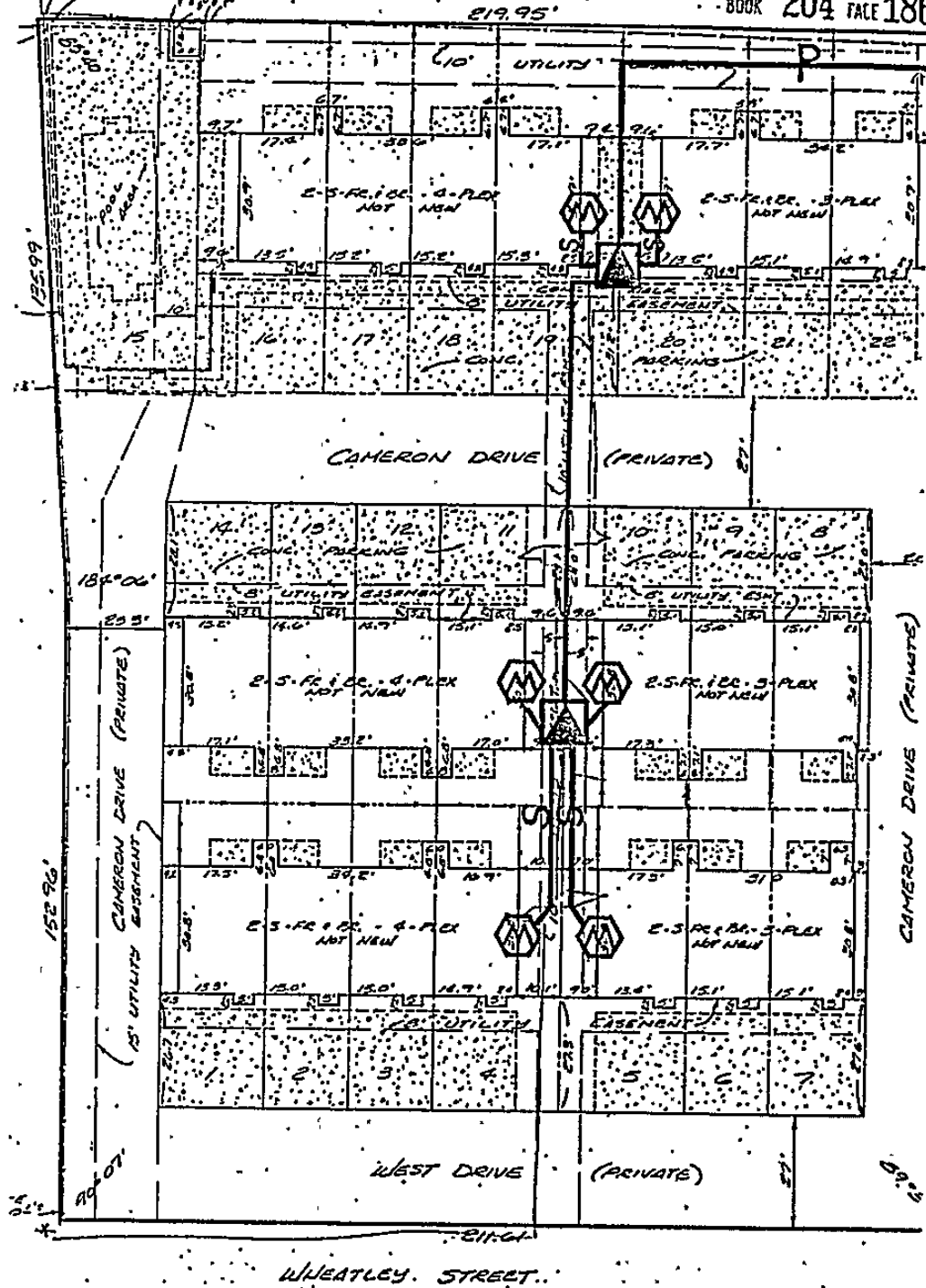


EXHIBIT A

WHEATLEY TOWNHOUSES

RIDGELAND, MS. SW 1/4

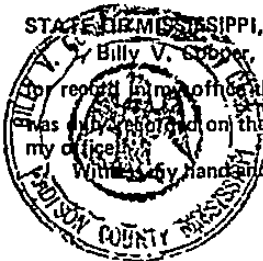
MADISON COUNTY

SEC. 31

T7N R2

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
recorded in my office this 1 day of April, 1985, at 9:00 o'clock A.M., and
was duly returned on the APR 2, 1985, 19, Book No. 204 on Page 186. In
my office this the APR 5 1985, 19.



BILLY V. COOPER, Clerk

By M. Wright, D.C.

ABANDONMENT OF EASEMENT

WHEREAS, the developers of WHEATLEY ESTATES, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Cabinet B at Slot 591, created certain utility easements by the filing and dedicating of said plat; and

WHEREAS, the recorded plat of WHEATLEY ESTATES, creates a utility easement eight feet in width across the Eastern portion of Lots 1 through 7 and a utility easement eight feet in width across the Western portion of Lots 8 through 14 and a utility easement ten feet in width across the North side of Lot 15 of said WHEATLEY ESTATES; and

WHEREAS, residences have been constructed on said property that encroach onto the aforesaid eight foot utility easements and a swimming pool and pump house have been constructed on Lot 15 which encroach onto the aforesaid ten foot utility easement, all as reflected and shown on the attached plat of survey prepared by T. E. McDonald, Inc., dated March 11, 1985, attached hereto marked as Exhibit "A" and hereby made a part hereof; and

WHEREAS, the encroachment of the residences, pool and pump house onto said utility easements do not interfere with the undersigned CITY OF RIDGELAND, MISSISSIPPI'S use of said easements and said CITY OF RIDGELAND, MISSISSIPPI is willing to abandon all rights which it may have in and to that portion of said utility easements which are encroached upon by the residences, pool and pump house as shown on the plat of survey attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned CITY OF RIDGELAND, MISSISSIPPI does hereby waive, release, relinquish and abandon all of its right, title and interest in and

to that portion of the aforesaid utility easements on which the residences, pool and pump house have been constructed as shown on the plat of survey attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned CITY OF RIDGELAND, MISSISSIPPI, A MUNICIPAL CORPORATION has caused this instrument to be executed by its duly authorized officer on this the 21 day of March, 1985.

CITY OF RIDGELAND, MISSISSIPPI, A
MUNICIPAL CORPORATION

BY: _____

W.C. McClister
Harvey P. Can Jr.
Dud & Lily

STATE OF MISSISSIPPI
COUNTY OF Jackson

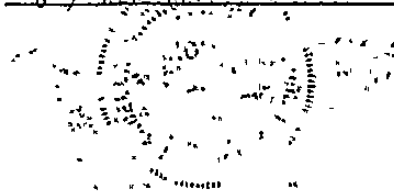
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named W.C. McClister Harvey P. Can Jr. & Donald E. Smith personally known to me to be the Aldermen of the within named CITY OF RIDGELAND, MISSISSIPPI, A MUNICIPAL CORPORATION, who acknowledged that they signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said CITY OF RIDGELAND, MISSISSIPPI, A MUNICIPAL CORPORATION, and as its own act and deed, _____ having been first duly authorized so to do.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE this the 21 day of March, 1985.

Marcell Cannon
NOTARY PUBLIC

My Commission Expires:

8-1-86



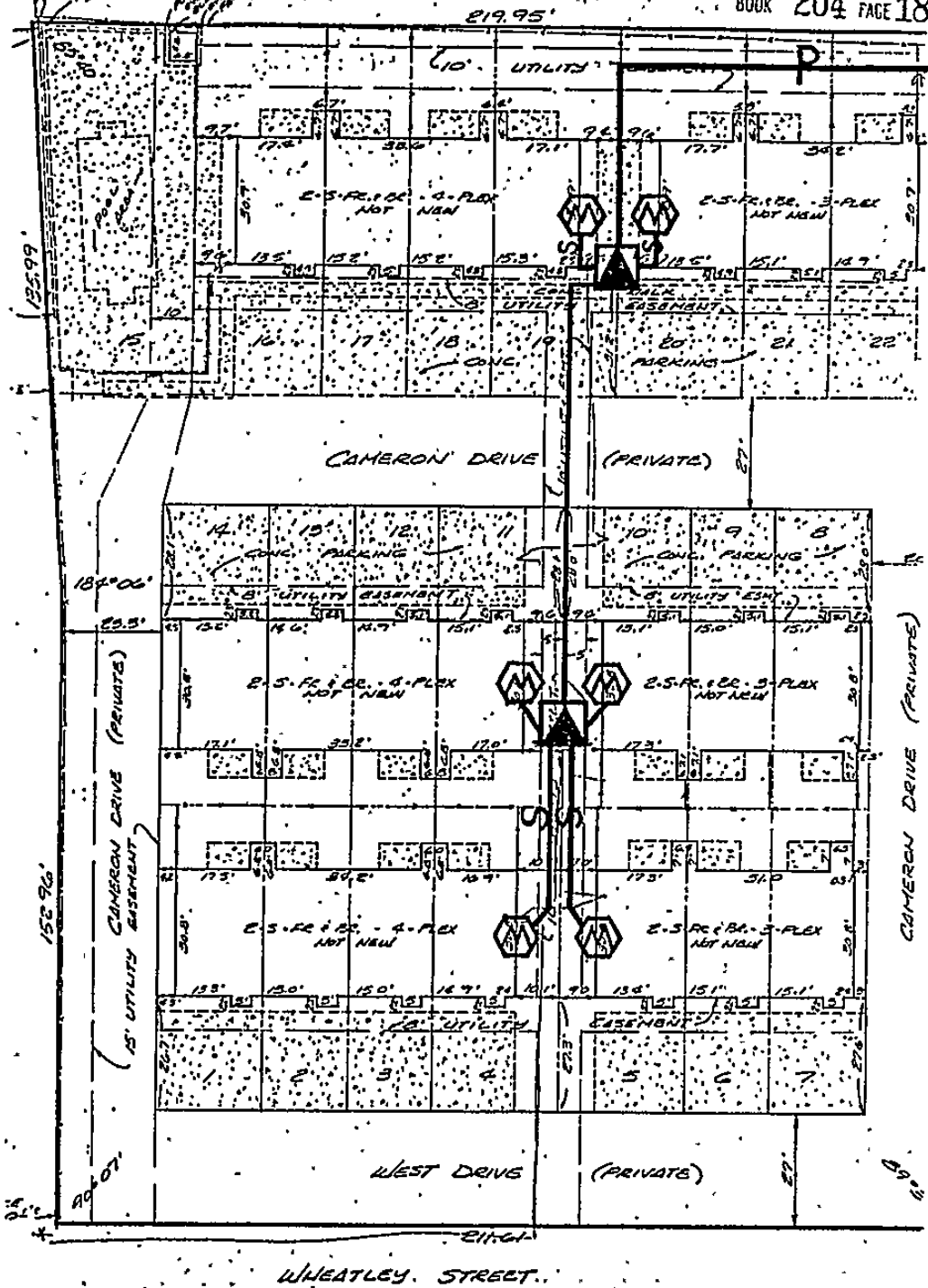


EXHIBIT A

WHEATLEY TOWNHOUSES

RIDGELAND, MS. SW 1/4

SEC. 31

MADISON COUNTY

T7N R21

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this ... day of ... April, 1985, at 7:00 o'clock ... M., and was duly recorded on the ... day of ... APR 5 1985, Book No. 204, Page 189 in my office.

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

BILLY V. COOPER, Clerk

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

INDEXED

BOOK 204 PAGE 190

ABANDONMENT OF EASEMENT

WHEREAS, the developers of WHEATLEY ESTATES, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Cabinet B at Slot 591, created certain utility easements by the filing and dedicating of said plat; and

WHEREAS, the recorded plat of WHEATLEY ESTATES, creates a utility easement eight feet in width across the Eastern portion of Lots 1 through 7 and a utility easement eight feet in width across the Western portion of Lots 8 through 14 and a utility easement ten feet in width across the North side of Lot 15 of said WHEATLEY ESTATES; and

WHEREAS, residences have been constructed on said property that encroach onto the aforesaid eight foot utility easements and a swimming pool and pump house have been constructed on Lot 15 which encroach onto the aforesaid ten foot utility easement, all as reflected and shown on the attached plat of survey prepared by T. E. McDonald, Inc., dated March 11, 1985, attached hereto marked as Exhibit "A" and hereby made a part hereof; and

WHEREAS, the encroachment of the residences, pool and pump house onto said utility easements do not interfere with the undersigned SOUTH CENTRAL BELL TELEPHONE COMPANY'S use of said easements and said SOUTH CENTRAL BELL TELEPHONE COMPANY is willing to abandon all rights which it may have in and to that portion of said utility easements which are encroached upon by the residences, pool and pump house as shown on the plat of survey attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned SOUTH CENTRAL BELL TELEPHONE COMPANY does hereby waive, release, relinquish and abandon all of its right, title and interest in and

to that portion of the aforesaid utility easements on which the residences, pool and pump house have been constructed as shown on the plat of survey attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned SOUTH CENTRAL BELL TELEPHONE COMPANY, has caused this instrument to be executed by its duly authorized officer on this the 19TH day of March, 1985.

SOUTH CENTRAL BELL TELEPHONE COMPANY

Sv. [Signature]

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named Alan King

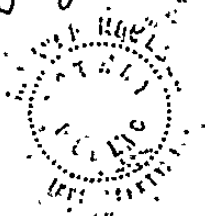
Manager personally known to me to be the Acting General of the within named SOUTH CENTRAL BELL TELEPHONE COMPANY, who acknowledged that he signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said SOUTH CENTRAL BELL TELEPHONE COMPANY, and as its own act and deed, he having been first duly authorized so to do.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE this the 19TH day of March, 1985.

R. Wayne Mould
NOTARY PUBLIC

My Commission Expires:

July 20, 1985



T. E. McDONALD, INC.
Registered Land Surveyor no. 1661
March 11, 1985

BOOK 204 PAGE 192

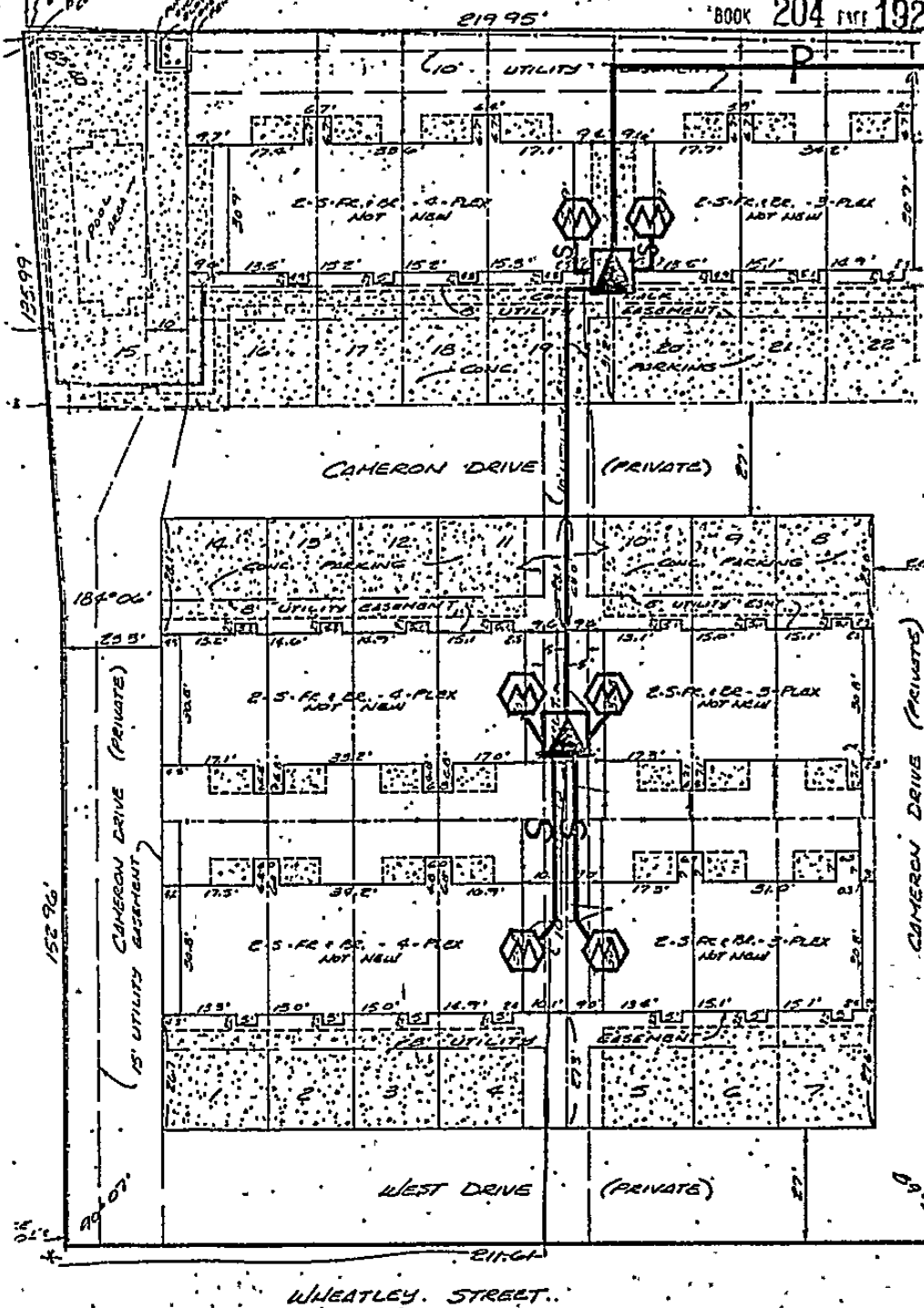
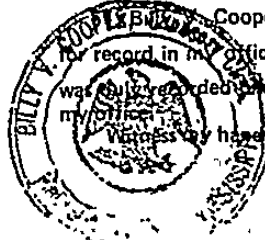


EXHIBIT A
WHEATLEY TOWNHOUSES
RIDGELAND, MS. SW 1/4
SEC. 31
MADISON COUNTY. T7N R2

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record in my office this ... day of ... April ... 1985, at 9:00 o'clock ... M., and
was duly recorded on the ... day of ... APR 5 ... 1985 ... Book No 204 on Page 192. In
witness my hand and seal of office, this the ... of ... 1985



BILLY V. COOPER, Clerk

By ... D. Whitt ... D.C.

RIGHT-OF-WAY EASEMENT

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

A tract ten feet in width along the east line of Lot 1, Springbrook Farms Subdivision, said tract being 637.6 feet in length parallel with and adjacent to the west line of Livingston Road in Section 10, Township 7 North, Range 1 East, Madison County, Mississippi.

This easement shall be a ten-foot permanent easement over and through that certain tract described above. For the purpose of construction of said water line, a temporary easement of five (5) additional feet immediately to the west and adjacent to the ten-foot strip or tract described above shall be granted during the period of time of the actual construction of said water line and at the completion of the laying or construction thereof, said additional easement shall terminate.

The Grantee herein, Bear Creek Water Association, Inc., agrees that upon the completion of the construction or laying of said water line, it will restore the surface to its original condition and thereafter shall maintain the line and the easement so that no damage will result from its use to said land, and this shall be a covenant which shall run for as long as the easement exists.

This easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns for as long as the easement is used for the purpose of the construction, maintenance and use of a water line. If the easement ceases to be used for the purposes of a water line, it shall terminate.

WITNESS my hand on this the 27th day of March, 1985

Wooddale, Ltd.

by James S. Poole, Jr.
general partner

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, James S. Poole, Jr., who being by me first duly sworn acknowledged that he signed and delivered the above and foregoing Easement on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 27th day of March, 1985

Dudley W. Hankins
NOTARY PUBLIC

MY COMMISSION EXPIRES:

62/ROWE2

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 1 day of April, 1985, at 10:30 clock A.M., and was duly recorded on this 1 day of APR, 1985, Book No. 204 on Page 193. in my office.

Witness my hand and seal of office, this the APR 2 day of 1985, 1985.

BILLY V. COOPER, Clerk

By M. Wright, D.C.

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt thereof is hereby acknowledged, BENNIE KIRKLAND does hereby sell, convey and specially warrant unto UNIFIRST BANK FOR SAVINGS, F.A. the following described property located in Madison County, State of Mississippi, to-wit:

SEE ATTACHED EXHIBIT "A"

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

Grantors expressly reserve all of the minerals it now owns and any mineral which have not previously been conveyed.

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

IN WITNESS THEREOF, Grantor has caused these presents to be signed this the 1st day of April, 1985.

Bennie Kirkland
BENNIE KIRKLAND

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Bennie Kirkland, 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 1st day of April, 1985.

BT Notary Public
NOTARY PUBLIC

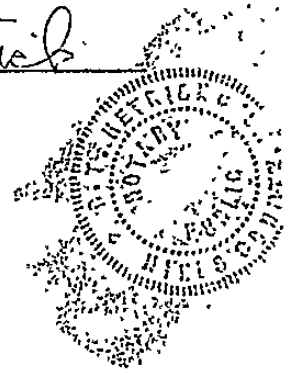
My Commission Expires:
My Commission Expires April 30, 1985

Grantor's Address:

365 West Northside Drive
Jackson, Mississippi

Grantee's Address:

P.O. Box 1818
Jackson, MS 39205



LAND DESCRIPTION - - - - - PARCEL "A"

A Parcel of Land situated in the South One-Half (S1/2) of the Northwest One-Quarter (NW 1/4) of Section 33, Township Seven North (T7N), Range Two East (R2E), Madison County, Mississippi within the Corporate Limits of the City of Ridgeland and more fully described as follows;

Commencing at the Northwest Corner of Section 33, T7N, R2E, Madison, County, Mississippi, run Southerly along the West Line of said Section 33 a distance of 1,316.10 feet to a point; thence turn Left through an angle of $89^{\circ} 45'$ and run Easterly 29.7 feet to an Iron Pin, said pin being on the East Right-of-Way Line of Old Canton Road as same now exists; thence turn Right through an angle of $89^{\circ} 35'$ and run Southerly along said East Right-of-Way Line of Old Canton Road a distance of 986.60 feet to a point; thence turn Left through an angle of $89^{\circ} 35'$ and run Easterly 20.0 feet to an Iron Pin, said pin marking the Point of Beginning of the Land herein described; thence continue Easterly 186.0 feet to an Iron Pin; thence turn Right Through an angle of $89^{\circ} 35'$ and run Southerly 129.85 feet to an Iron Pin on the North Line of an existing City Street; thence turn Right through an angle of $90^{\circ} 22' 30''$ and run Westerly 161.17 feet to an Iron Pin marking the radial point of a curve to the Right, said curve having a radius of 25.0 feet; thence follow said curve to the right on the 25.0 foot radius a distance of 39.28 feet to an Iron Pin on the East Right-of-Way Line of Old Canton Road; thence run Northerly along said Right-of-Way a distance of 105.16 feet to the Point of Beginning.

EXHIBIT "A"

LAND DESCRIPTION - - - - - PARCEL "B"

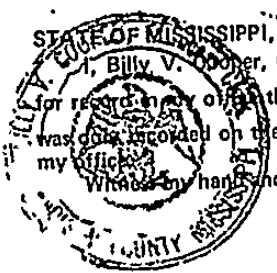
A Parcel of Land situated in the South One-Half (S1/2) of the Northwest One-Quarter (NW 1/4) of Section 33, Township Seven North (T7N), Range Two East (R2E), Madison County, Mississippi within the Corporate Limits of the City of Ridgeland and more fully described as follows;

Commencing at the Northwest Corner of Section 33, T7N, R2E, Madison, County, Mississippi, run Southerly along the West Line of said Section 33 a distance of 1,316.10 feet to a point; thence turn Left through an angle of 89° 45' and run Easterly 29.7 feet to an Iron Pin, said pin being on the East Right-of-Way Line of Old Canton Road as same now exists; thence turn Right through an angle of 89° 35' and run Southerly along said East Right-of-Way Line of Old Canton Road a distance of 1,326.60 feet to a point; thence turn Left through an angle of 89° 43' 42" and run Easterly 20.0 feet to an Iron Pin, said pin marking the Point of Beginning of the Land herein described; thence continue Easterly 186.0 feet to an Iron Pin; thence turn Left Through an angle of 90° 16' 18" and run Northerly 129.62 feet to an Iron Pin on the South Line of an existing City Street; thence turn Left through an angle of 89° 37' 30" and run Westerly 160.84 feet to an Iron Pin marking the radial point of a curve to the Left, said curve having a radius of 25.0 feet; thence follow said curve to the right on the 25.0 foot radius a distance of 39.43 feet to an Iron Pin on the East Right-of-Way Line of Old Canton Road; thence run Southerly along said Right-of-Way a distance of 104.82 feet to the Point of Beginning. Easements retained for Utilities are indicated on Plat.



21, 1985

EXHIBIT "A"



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this ... day of ... 1985, at 12:05'clock ... M., and was duly recorded on the ... day of ... 1985, Book No. 204 on Page 194 in my office.
Witness my hand and seal of office, this the ... of ... 1985.
BILLY V. COOPER, Clerk
By ... D.C.