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STATE OF MISSISSIPPI COUNTY OF MADISON

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BOOK 204 FME 599

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WARRANTY DEED

(\$10.00) CASH IN HAND PAID, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned Grantors, JIMMY DALE HOLMES AND BETTY M. HOLMES, do hereby grant, bargain, sell, convey and warrant unto W.B. NOBLE, Grantee, the following described real property, to-wit:

St of SW4, Section 24, Township 9 North, Range 3 East, Madison County, Mississippi, which is also described as Lot 5 of the Middleton-Cepek Subdivision, Madison County, Mississippi, LESS AND EXCEPT, the following parcels of land, to-wit:

- 1. That certain parcel of land conveyed by Correction Deed recorded in Book 153, at page 3, of the deed records of Madison County, Mississippi, being that land conveyed by Iris Moss to Frankie Blackman.
- That certain parcel of land conveyed to Earl Moss by that certain deed recorded in Book 106, at page 523, of the deed records of Madison County, Mississippi.
- That certain parcel of land conveyed by Iris Moss to Earl W. Taylor and wife June M. Taylor by that certain deed recorded in Book 122, at page 274.
- That certain parcel of land conveyed by Iris Moss to Harvey Moss and Ydell F. Moss by deed recorded in Book 122; at page 275.
- 5. That certain parcel of land conveyed to Harvey Moss and Wydell. Moss by deed recorded in Book 133, at page 765.
- 6. That certain parcel of land conveyed to Jimmy Dale Holmes and Betty M. Holmes by deed recorded in Book 122, at page 378.
- 7. That certain parcel of land conveyed by Iris Moss to Richard Thornton and wife Carlene M. Thornton by deed recorded in Book 151, at page 321.

It is the intent of the Grantors to convey and the Grantors do hereby convey to the Grantee, all interest acquired by that certain deed recorded in Book 199, at page 449, deed records, Madison COunty, Mississippi, and all interest in a certain tract of land known as a garden spot, being more particularly described in that certain deed from Iris Moss to Jimmy Dale Holmes and Betty M. Holmes, dated May 26, 1976, and recorded in Book 145, at page 151, Deed Records, Madison County, Mississippi.

THE WARRANTY IN THIS DEED IS MADE SUBJECT TO THE FOLLOWING:

- (1) Rights of parties in possession, if any.
- (2) State of Mississippi and County of Madison General Ad Valorum Taxes for the year 1984, which are due and payable.
- (3) State of Mississippi and County of Madison General Ad Valorum Taxes for the year 1985, which constitute
- (4) Madison County, Mississippi Zoning Ordinances and Subdivision Regulations, as amended.
- (5) Such a State of Facts as would be revealed by an accurate and up-to-date survey and inspection of the premises.
- (6) All prior mineral reservations and conveyances affecting the ownership of oil, gas and other minerals in, on or under said land.
- (7) Rights of Way and easements for public roads.
- (8) Right-of-Way conveyance recorded in Book 33, at page 543.
- (9) Right-of-Way conveyance recorded at Book 55, at page 10. WITNESS THE HAND OF THE GRANTORS, this the 12 7 day of April,

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, duly authorized in sthe State and County aforesaid to take acknowledgements, the within named JIMMY DALE HOLMES AND BETTY M. HOLMES, who severally acknowledged before me that they signed _. and delivered the within instrument as their act and deed on _ the day and year therein mentioned.

Given my hand and official seal, this the 12 1985. Ema J Croh My Codin Ssion Expires Qu 28, 1985

Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed cooper, coo STATE OF MISSISSIPPI, County of Madison: nd seal of office, this theof APR 26 1985 BILLY V. COOPER, Clerk

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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, PEGGY CAPPS do hereby sell, convey and warrant unto ROBERT L. GLYDEWELL, the following described land and property situated in Madison County, Mississippi, to-wit:

A parcel of land lying and being situated in the NE% of the NE% of Section 26, Township 9 North, Range 4 East, Madison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the intersection of the North line of Ratliff Ferry Road with the West line of the Natchez Trace Parkway; thence run North 61° 56' West along the North line of Ratliff Ferry Road for a distance of 908.65 feet to the Point of Beginning; thence run North 61° 56' West along the North line of Ratliff Ferry Road for a distance of 184.59 feet; thence run North 28° 04' East for a distance 422.75 feet; thence run East for a distance of 209.19 feet; thence run South 28° 04' West for a distance of 521.18 feet to the Point of Beginning, containing 2.00 acres, more or less.

EXCEPTED from the warranty hereof are any restrictive covenants, easements, rights of way and mineral reservations of record affecting the above described property.

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

WITNESS my signature, this the <u>lo</u> day of <u>NPDU</u>.

1985.

PEGGIC COMPS

800X 204 FACE 602

State of Mississippi
County of Hinds
THIS DAY PERSONALLY appeared before me, the undersigned authority in and for the State and County aforesaid, PEGGY CAPPS, who acknowledged that She signed and delivered the above and foregoing instrument of writing on the day and year therein
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Paga Q. Ohillipe (Ontrick)

M. Commission Expires:
Roy 19. 1935
Radress of Grantor:
L. J. H2 8 1

JACKSON 780 3 9216

Address of Grantee: 416 4661 . South Drive lef 416 Speckson Ms 35209

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800K 204 FYCE 603

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QUITCLAIM DEED

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For And In Consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Spectrum Productions, Inc., a Mississippi Corporation, of 1242 Buckhanan Street, Jackson, Mississippi, acting by and through its duly and legally authorizied officer, Tom Alexander, President, GRANTOR, does hereby bargain, sell, convey and quitclaim unto Monroe Alexander, of 330 2ND Avenue, Canton, Mississippi, all of its right title and interest in and to the following described real property located and being situated in the City of Canton, Madison County, Mississippi and being more particularly described as:

A parcel of land containing 0.6 acres more or less lying and being situated in Lot 3 on the east side of Owens Street in the City of Canton, Madison County, Mississippi according to the Map of the City of Canton prepared by George and Dunlap and more particularly described as beginning at the Northeast corner of the Hutchens Lot and described in Deed Book 109 at Page 229 run S 88° 45'E 97.7 feet to an iron pipe; thence S 02° 53' 18"W 219.93 feet to an iron pipe; thence N 88° 45'W 135 feet to the SE corner of the Douglas Lot as recorded in Deed Book 109 at Page 39; thence N 03° 26' 47"E along the east line of the Douglas Lot 50 feet to the NE corner of the Douglas Lot 50' feet to the north line of the Douglas Lot 150 feet to a point on the east margin of Owens Street; thence N 03° 26' 47"E along the east line of Owens Street; thence N 03° 26' 47"E along the east line of Owens Street; thence N 03° 26' 47"E along the east line of Owens Street; thence N 03° 26' 47"E along the east line of the Williams Lot as recorded in Deed Book 113 at Page 378; thence S 88° 45'E along the south line of the Williams Lot 175 feet to the SE corner of the Williams Lot; thence N 03° 26'47"E along the east line of the Williams Lot as recorded in Deed Book 109 at Page 229; thence S to the SE corner of the Hutchens Lot; thence N 03° 26'47"E along the east line of the Hutchens Lot the SE corner of the Hutchens Lot; thence N 03° 26'47"E along the east line of the Hutchens Lot; thence N 03° 26'47"E along the east line of the Hutchens Lot; thence N 03° 26'47"E along the east line of the Hutchens Lot; thence N 03° 26'47"E along the east line of the Hutchens Lot; thence N 03° 26'47"E along the east line of the Hutchens Lot; thence N 03° 26'47"E along the east line of the Hutchens Lot; thence N 03° 26'47"E along the east line of the Hutchens Lot; thence N 03° 26'47"E along the east line of the Hutchens Lot; thence N 03° 26'47"E along the east line of the Hutchens Lot; thence N 03° 26'47"E along the east line of the Hutchens Lot; thence N 03° 26

WITNESS THE SIGNATURE OF SPECTRUM PRODUCTIONS, INC, by its duly authorized officer, this the Mt day of

SPECTAUM PRODUCTIONS,

Tom Alexander President

Personally came and appeared before me, the authorized authority in and for the aforesaid jurisdiction, the within named TOM ALEXANDER of the above named SPECTRUM PRODUCTIONS, INC, a Mississippi Corporation, who acknowledged to me that for and on behalf of said Corporation, he signed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said Corporation, being thereunto first duly authorized so to do.

Given Under My Hand and Official Seal, this the 121/2 day of

1985.

| Martin | Mart

MY COMMISSION EXPIRES:

Mỹ Commission Expires Jan. 21, 1986

SIATEMORY	MISSISSIPPI, County	ot Madison:			_
THE PROPERTY.	goper, Clerk of	the Chancery Cour	t of Said County, certify	that the within instrum	nent was filed
vior reodia 1	n-my osace this	day of Q	ر کر گرور ر بر باند	at 10 'UDo'clock C	C. M. and
	A ho	day of BDB	c 1985 to	Book No 204 D	- 603:
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No.	my har find seal of o	ffice, this the	ofAPR.26.1985	ī , 19	an *
a land			_ BILLY V	, COOPER, Clerk	
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W 200			Ву. Д 1.1. С∕.		, D.C.

WHEREAS, Eugene Pullum and Verlillian Pullum executed a certain deed of trust upon the hereinafter described property to R. H. Powell, Jr., Trustee, to secure H. W. Jackson for an indebtedness therein described, dated April 17, 1963, and recorded in Land Record Book 302 at Page 405 thereof in the Chancery Clerk's Office for Madison County, Mississippi; and

WHEREAS, the lien of the aforesaid deed of trust and the payment of the indebtedness secured thereby was extended as shown by an Extension Agreement executed by Eugene Pullum, Leavy Pullum, and H. W. Jackson, dated November 10th, 1970, recorded in Land Record Book 378 at Page 121 thereof in the Chancery Clerk's Office for Madison County, Mississippi; and

WHEREAS, default was made and now exists in the payment of the indebtedness secured by said deed of trust as extended and the undersigned R. H. Powell, Jr., Trustee, has been requested by the proper authority to execute and enforce the trust created thereby by a sale of the hereinafter described property; and

WHEREAS, I did write or have printed two notices that I, to execute and enforce said trust, would on April 19th, 1985, within legal hours of sale, offer for sale and sell at public auction and outcry to the highest bidder for cash at the south door of the Court House of Madison County, Mississippi, at Canton, the property hereinafter described; and

WHEREAS, I did post one of said notices on the 20th day of March, 1985, on the bulletin board at the south door of the Court House of Madison County, Mississippi, which is a convenient public place in said County; and did publish the other notice in the Madison County Herald, a newspaper published in Madison County, Mississippi, in the issues of March 28, 1985, April 4, 1985, April 11, 1985, and April 18, 1985; and

WHEREAS, on the 19th day of April, 1985, within legal hours

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of sale, I took down said notice posted on the bulletin board at the south door of said Court House and did offer the hereinafter described property for sale at public auction and outcry to the highest bidder for cash in the manner and form provided by law and said deed of trust and notice, when Ben Simpson appeared and bid therefor the sum of Dollars One Thousand Six Hundred Seventy and NO/100/(S1.670.00) cash, which was the highest bid for cash, and said property was knocked off to said bidder, and he declared to be the purchaser therefor; and

WHEREAS, the said purchaser has paid the amount of said bid, the receipt of which is hereby acknowledged; and

WHEREAS, I have fully complied with the law, said deed of trust and notice, both precedent and subsequent to said sale, and have credited said sum on said indebtedness and the expenses of this sale:

NOW THEREFORE, in consideration of the premises and the payment of said purchase money by the purchaser, I, R. H. POWELL, JR., TRUSTEE, as aforesaid, do hereby convey and quitclaim unto

Ben Simpson that property situated in the City of Canton, Madison County, Mississippi, described as:

Lot Twelve (12) of Block "A" of CANTON HEIGHTS, an addition to the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said addition now on file in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description; LESS AND EXCEPT therefrom a strip of land 40 reet in width evenly off the west side thereof. The above described property fronts 50 feet on the west side of Singleton Street and 115 feet on the south side of Edwards Avenue.

The undersigned trustee sells and conveys only such title as is vested in him as trustee in the aforesaid deed of trust as extended.

WITNESS my signature, this 19th day of April, 1985.

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STATE OF MISSISSIPPI

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MADISON COUNTY

Personally appeared before me, a Notary Public in and for said County and State, the within named R. H. POWELL, JR., TRUSTEE, who acknowledged that he signed and delivered the foregoing deed on the day and year therein mentioned as his act and deed as such trustee.

Given under my hand and official seal this 19^{4} day of April, 1985.

Notary Public Armiler

SISSIPPI, County of Madison:

nd seal of office, this the of APR 26 1985 ..., 19...

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For a valuable consideration not necessary here to mention, the receipt and sufficiency of which are hereby acknowledged, we, BEN SIMPSON and CATHERINE SIMPSON, husband and wife, do hereby convey and quitclaim unto BEN SIMPSON and CATHERINE SIMPSON, as joint tenants with rights of survivorship and not as tenants in common, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lot Twelve (12) of Block "A" of CANTON HEIGHTS, an addition to the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said addition now on file in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description; LESS AND EXCEPT therefrom a strip of land 40 feet in width evenly off the west side thereof. The above described property fronts 50 feet on the west side of Singleton Street and 115 feet on the south side of Edwards Avenue.

WITNESS our signatures this 19th day of April, 1985.

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the atorementioned jurisdiction, the within named BEN SIMPSON and CATHERINE SIMPSON, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 19th day of Lever C

Notary Public Fanaher

(SEAT) My commission expires:

Address of Grantors and of Grantees: 835 Edwards Avenue Canton, Mississippi 39046

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	STATE OF MISSISSIP	PI, County of Madisoner, Clerk of the Chane this day of	n: 	-:- County cartifi	, that the within ins	trument was filed
	Coope	er, Clerk of the Chan	cery Court of S	ale County, Certify	11:56	11.
4	recombin me mic	e this $\mathcal{L}_{\mathcal{A}}^{\mathcal{A}}$ day of .	apuv	, 19	at //Y. o'clock	M., and
K		the day of	APR 26	1905	Book No.	n Page . 602 . in
B	Washing a regorale curity	and seal of office, thu		ADD oo	1000	
P	The state of the s	and seal of office, this	the of	APK 25.	19	• • •
H		, , , , , , , , , , , , , , , , , , , ,		BILLY \	V. COOPER, Clerk	*
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QUITCLAIM DEED

WHEREAS, the undersigned Fred Manning, Jr., and Mary Manning presently own the hereinafter described property as tenants in common; and

WHEREAS, it is the mutual desire of the parties hereto that title to the hereinafter described property be vested in the parties hereto as joint tenants with rights of survivorship and not as tenants in common:

NOW THEREFORE, in consideration of the premises and the mutual love and affection which the parties hereto have for each other, we, FRED MANNING, JR., and MARY MANNING, husband and wife, do hereby convey and quitclaim unto FRED MANNING, JR., and MARY MANNING, as joint tenants with rights of survivorship and not as tenants in common, that property situated in the City of Canton, Madison County, Mississippi, described as:

Lot Ten (10) of Block "E" of CARROLL SMITH ADDITION to the City of Canton, Madison County, Mississippi, when described with reference to map or plat of said Addition now on file in the Chancery Clerk's Office for said county, reference to said map or plat being here made in aid of and as a part of this description.

WITNESS our signatures this 18th day of April, 1985.

Fred Manning, Jr.

Mary Manning

STATE OF MISSISSIPPI COUNTY OF MADISON

Albert & Make

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named FRED MANNING, JR., and MARY MANNING, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 19th day of

Notary Public

My commission expires: Mas Ser 14 1987

Address of Grantors and ot Grantees: 239 Boyd Street, Canton, Mississippi 39046

Booper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed certifications of the Chancery Court of Said County, certify that the within instrument was filed certifications of the Chancery Court of Said County, certify that the within instrument was filed certifications of the Chancery Court of Said County, certify that the within instrument was filed certifications of the Chancery Court of Said County, certify that the within instrument was filed certifications of the Chancery Court of Said County, certify that the within instrument was filed certifications of the Chancery Court of Said County, certify that the within instrument was filed certifications of the Chancery Court of Said County, certify that the within instrument was filed certifications of the Chancery Court of Said County, certify that the within instrument was filed certifications. In the Chancery Court of Said County, certify that the within instrument was filed certifications. In the Chancery Court of Said County, certify that the within instrument was filed certifications. In the Chancery Court of Said County, certify that the within instrument was filed certifications. In the Chancery Court of Said County, certifications of the Chancery County Court of Said County, certifications of the Chancery Court of Said County Coun USSISSIPPI, County of Madison: By D. Wught D.C.

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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY LINE PLACE, INC., A MISSISSIPPI CORPORATION, Grantor, does hereby convey and forever warrant unto CABOT LODGE, INC., A MISSISSIPPI CORPORATION, Grantee, the following described real property lying and being situated in the City of Ridgeland, Madison County, Mississippi, to-wit:

PARCEL 1:

A 210,781.1 square foot tract composed of Parts of Lots 12, 13, 25 and 26 of the Survey known as Addition to Tougaloo in the City of Ridgeland, Madison County, Mississippi, as described by the Plat filed in Deed Book AAA at Page 138 of the Land Deed Records for Madison County, Mississippi more fully described as follows:

Begin at the Southwest corner of Lot 13 of the Addition to Tougaloo which is also the Southwest corner of Lot 17 of the Resurvey of Lot 13, Addition to Tougaloo, Blanche Lowe the Resurvey of Lot 13, Addition to Tougaloo, Blanche Lowe Subdivision as described by the Plat filed in Plat Book A Subdivision at Page 95 of the Records of Plats and Maps for Madison County, Mississippi and proceed thence,

- (1) Northerly along the west line of Lot 17 of Blanche Lowe Subdivision for 70 feet to the Northwest corner of Lot 17; thence,
- (2) Easterly through a 93°06' angle to the right along the North line of Lot 17 for 140 feet to the Northeast corner of Lot 17 which is the Northwest corner of the portion of Lowe Street vacated by the City of Ridgeland, Madison County, Mississippi by the ordinance recorded in the City of Ridgeland, Minute Book 18 at Page 341; thence, of Lot
 - (3) Easterly in a straight line across the North line of the above described vacated portion of Lowe Street for 50.0 feet to the Southwest Corner of Lot 16 of the Blanche Lowe Subdivision, thence;
 - (4) Northerly through a 93°06' angle to the left along the West line of Lot 16 which is also the East line of the Right-of-Way for Lowe Street for 70.0 feet to the Northwest corner of Lot 16; thence,
 - (5) Easterly through a 93°06' angle to the right along the North line of Lot 16 for 140.0 feet to the Northeast corner of Lot 16; said point being on the West line of Lot 12 Addition to Tougaloo; thence,
 - (6) Northerly through an 93°06' angle to the left along the West line of Lots 14, 12 and 10 of the Blanche Lowe Subdivision or the West line of Lot 12 of Addition to

Tougaloo for 149.0 feet to the iron pin marking the Northwest corner of the property conveyed to Robert B. Dyess and William S. Millican by the Warranty Deed recorded in Deed Book 191 at Page 455 of the Land Deed Records for Madison County, Mississippi; thence,

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- (7) Easterly through an angle to the right of 92°29' along the North line of the above described Dyess-Millican property for 303.8 feet to the Northeast corner of the above described Dyess-Millican property said point being on the West line of the Right-of-Way for Ridgewood Road as presently laid out and in use; thence
- (8) Southerly through an 88°01' angle to the right along the West line of the Right-of-Way for Ridgewood Road for 50.2 feet to the Northeast corner of the property conveyed to T. Eugene Caldwell by the Deed recorded in Deed Book 200 at Page 531 of the Land Deed Records for Madison County, Mississippi; thence,
- (9) Westerly through a 91°52' angle to the right along the North line of the above described T. Eugene Caldwell property for 163.4 feet to the Northwest corner of the T. Eugene Caldwell property; thence,
- (10) Southerly through a 92°23' angle to the left along the West line of the above described T. Eugene Caldwell property and its extension for 518.3 feet; thence,
- (11) Westerly through a 90° angle to the right for 275.0 feet; thence,
- (12) Southwesterly through a 45° angle to the left for 38.0 feet; thence,
- (13) Westerly through a 45° angle to the right for 26.0 feet to a point on the North line of the Right-of-Way for County Line Road; thence,
- (14) Northwesterly through a 54°38: angle to the right along the North line of the Right-of-Way for County Line Road for 93.5 feet to a concrete Right-of-Way monument; thence,
- (15) Northwesterly through a 12°49' angle to the left for 109.2 feet to a concrete Right-of-Way monument; thence,
- (16) Northwesterly through a 10°07' angle to the left for 6.5 feet to the Southwest corner of the property conveyed to County Line Place, Inc. by the Warranty Deed recorded in Deed Book 194 at Page 468 of the Land Deed Records for Madison County, Mississippi said point being on the West line of Lot 25 of Addition to Tougaloo; thence,
- (17) Northerly through a 58°09' angle to the right along the West line of Lot 25 of Addition to Tougaloo for 177.5 feet to the Point of Beginning.

PARCEL 2:

227

8812.4 square feet in Lot 25 of the survey known as Addition to Tougaloo in the City of Ridgeland, Madison County, Mississippi as described by the Plat filed in Deed Book AAA at Page 138 of the Land Deed Records for Madison County, Mississippi more fully described as follows:

800K 204 EACE 612

Begin at the Northwest corner of Lot 25 of Addition to Tougaloo which is also the Southwest corner of Lot 13 of Addition to Tougaloo and proceed thence;

- (1) Southerly along the West line of Lot 25 for 177.5 feet to a point on the original North line of the Right-of-Way for County Line Road as defined by the Warranty Deed recorded in Deed Book 77 at Page 424 of the Land Deed Records for Madison County, Mississippi and by the Records for Madison County, Mississippi and by the Mississippi State Highway Department plans for Federal Aid Mississippi State Highway Department plans for Federal Aid Project No. 1-091-2(20), said point being the Point of Peginning for the description of the Subject Tract. Continue thence;
- (2) Southerly through a 00°07' angle to the left for 22.8 feet to a concrete monument marking a point on a 25°45' (or 222.52 foot radius) circular curve defining a portion of the North or East line of the Right-of-Way for a proposed the North or East line of the left through a 33°21' angle to obtain tangency to the above described circular curve, then proceed: then proceed;
- (3) Southerly in a clockwise direction around the above described circular curve for 139.3 feet to a concrete monument. Obtain tangency to the curve at this point then proceed;
- (4) Easterly through a 93°35' angle to the left for 103.9 feet to a point on the North Line of the Right-of-Way for County Line Road as defined in (1) above; thence,
- (5) Northwesterly through a 125°22' angle to the left along the North line of the Right-of-Way for County Line Road for 93.5 feet to a concrete Right-of-Way monument; thence,
- (6) Northwesterly through a 12°49' angle to the left along the North line of the Right-of-Way for County Line Road for 109.2 feet to a concrete Right-of-Way monument; thence,
- (7) Northwesterly through a 10°07' angle to the left along the North line of the Right-of-Way for County Line Road for 6.5 feet to the Point of Beginning.

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

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- 1. City of Ridgeland and County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: 3/12ths Grantee: 9/12ths.
 - 2. City of Ridgeland, Mississippi, Zoning Ordinance.
- 3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
- 4. Rights-of-way and easements for roads, power lines, and other utilities.
- 5. Until the final and complete diversion of vehicular traffic by the Mississippi Highway Department from Dyess Road, as it presently exists, to County Line Road, said property described as Parcel 2 hereinabove may only be used for vehicular

800K 204 FAGE 613

6. If Grantee, its successors or assigns, constructs a road, street or driveway upon that portion of the above described property which fronts on the west side of Ridgewood Road, and if said road, street or driveway is situated within 25 feet from the south property line thereof, the owner of said adjacent property shall have the right of ingress or egress over said road, street or driveway, to and from their property to Ridgewood Road. said road, stre Ridgewood Road.

WITNESS MY SIGNATURE, this the 19 day of 100.0,

COUNTY LINE PLACE, INC. A MISSISSIPPI CORPORATION

Jess President

STATE OF MISSISSIPPI COUNTY OF MADISON /1 (S

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named ROBERT B. DYESS, who stated and acknowledged to me that he is the President of County Line Place, Inc., a Mississippi corporation, and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, after having been authorized and directed so to do.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the

, 1985.

MY COMMISSION EXPIRES: My Commission Expires July 20, 1988.

County Line Place Inc. Cabot Lodge, Inc. 1741 Canton Mut Hel 3.0. Box 16807 Tackson, Ms. 39211 . Jackson, Ms. 39236 .r Grantor:

1875

STATE OF MISSISSIPPI, County of Madison: Billier Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certify that the within instrument was filed in the Chancery Court of Said County, certified in the Ch By M. Wuxit D.C.

BOOK 204 FACE 614

RELEASE FROM DELINQUENT TAX SALE INDEXED No DELINQUENT TAX SALE

DELINQUENT TAX SALE
STATE OF MISSISSIPPI, COUNTY OF MADISON

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Lot 15 N. Liberty St. & Store	1				
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DR 108-141 OK 182-033	<u> </u>			 	
					
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		<u>L</u>	<u> </u>	<u> </u>	
Which said land assessed to Earnest a Jr. and Law	nc. ;	2/1011	L	and cal	ld on the
17 day of Sept 1984 to Bradley 1	22.23	CLCLAN L	2V-Z		104
axes thereon for the year 19 \$3, do hereby release said land from all claim o	or title	of said pur	chaser on acc	count of s	aid sale
IN WITNESS WHEREOF, I have hereunto set my signature and the seal of se			the	17	_ day o
19 85 Billy V. Cooper, Chancery	Cleck	·	J		
SEAL) By	<u>√.</u>	Klink	uuy/_		, D,C.
STATEMENT OF TAXES AND CHARG	365	l	0		
				_s-2/	7.7.
1) State and County Tax Sold for (Exclusive of damages, penalties, fees)				_s _/	7 4
3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)				s	4.35
4) Tax Collector Advertising Selling each separate described subdivision as set					
\$1,00 plus 25cents for each separate described subdivision				_s <u>_/</u>	255
5) Printer's Fee for Advertising each separate subdivision				_s <u>_</u>	150
6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total				s	1675
7) Tax Collector—For each conveyance of lands sold to indivisduals S1 00					,O
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR					46.4
9) 5% Damages on TAXES ONLY. (See Item 1)				s	10.39
10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 Taxes	s and				
costs only 8 Months				_s _/	9.71
11) Fee for recording redemption 25cents each subdivision				s	.25
12) Fee for indexing redemption 15cents for each separate subdivision				s	015
13) Fee for executing release on redemption				s/	1.00
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No.	. 457.).			s	
15) Fee for issuing Notice to Owner, each			52,00		
16) Fee Notice to Lienors @ \$2,50 each				s	
17) Fee for mailing Notice to Owner			_\$1.00:	s	
18) Sheriff's fee for executing Notice on Owner if Resident			_S4.00		
4			TAL	_s_2	<u> 1850</u>
19) 1% on Total for Člerk to Redeem				s	2.79
20) GRAND TOTAL TO REDEEM from sale covering 19.83_ taxes and to pay a	ccrued	taxes as sh	own above	s 28	1.20
			Culi		100
Excess bid at tax sale S				28	3.29
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STATE-OF-MISSISSIPRI, County of Madison:					
AND THE RESIDENCE OF THE PARTY	y, çer	tify that	the within ir	nstrumen	t was f
Cooper, Clerk of the Chancery Court of Said County	V **	4	1.45 o'cloc	ķ	M.,
for selection management this day of	9.4.	,at.4.			
for sea from in my frice this day of	9. <i>Q</i> 19	, at , Boo	k No.204	on Page .	614.
for entroin meritice this day of					614.
walkers by the and seal of office, this the	R. 2.6	.1985			614.

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BOOK 204 PEL 615 .

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration and the assumption by the Grantees of the certain deed of trust recorded in Book 469 at page 405 in the records in the office of teh Chancery Clerk of Madison County, Mississippi, the receipt and sufficiency of which is hereby acknowledged, I, WENDEL IVY, Grantor, do hereby convey and forever warrant unto JERRY R.

WALLACE, EDWARD ELLINGTON, DON A. McGRAW, JR., AND C. R.

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

Lot 10 on the West side of South Union Street, as per map or plat of the City of Canton, prepared by George & Dunlap on file in the office of the Chancery Clerk of Madison County, Mississippi, and more particularly described as follows:

A lot bounded by a line beginning at a point on the West side of South Union Street 100 feet South of the Southwest corner of the intersection of Fulton and Union Streets and run thence West 200 feet, thence South 100 feet, thence East 200 feet to Union Street, thence North along the West margin of Union Street 100 feet to the point of beginning.

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

- 1. City of Canton and County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: 3/12ths; Grantee: 9/12ths.
- 2. City of Canton, Mississippi, Zoning Ordinance, as amended.
- 3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
- 4. Rights-of-way and easements for roads, power lines, and other utilities.

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

WENDEL IVY

STATE OF MISSISSIPPI COUNTY OF MADISON

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

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

NY COMMISSION EXPIRES:

Grantor 1. Hwy. 16 East Canton, MS 39046

798-3RE

Grantee: 360 N. Liberty Street Canton, MS. 39046

	STATE OF MISSISSIPPI, Co.	inty of Madison:			
	4973 Va. 195 19 19 19 19 19 19 19 19 19 19 19 19 19	I. as also Observant Court of	f Said County, certify that	the within instrument was file	d
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SUES NOEXED 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 WOODDALE, LTD., a Mississippi Limited Partnership, does hereby sell, convey and warrant unto HOLLIS EUGENE SPRING and DEBRA GARTMAN SPRING, 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, State of Mississippi, more particularly described as follows, to-wit:

Lot 2, SPRING BROOK FARMS, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Cabinet B, Slide 76, reference to which is hereby made in aid of and as a part of this description description.

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

THIS CONVEYANCE is subject to prior, reservations by predecessors in title of all oil, gas and other minerals in, on or under the above described property as reserved in instrument recorded in Book 161 at Page 713.

THIS CONVEYANCE is subject to the terms and conditions of those certain Restrictive and Protective Covenants dated March 29, 1985 and filed for record in the office of the Chancery Clerk of Madison County, Mississippi.

THIS CONVEYANCE is subject to those certain utility easements affecting subject property as shown on the recorded plat of the aforesaid subdivision.

WITNESS THE SIGNATURE OF THE UNDERSIGNED, this the of April, 1985.

WOODDALE, LTD. A Mississippi Limited Partnership

BY: McCOOL, VAN DEVENDER & POOLE a Mississippi General Partnership, General Partner

Grady McGool, General Partner

William J. Van Devender General Partner

Poole, Jr. General Partner

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named GRADY McCOOL, JR., WILLIAM J. VAN DEVENDER AND JAMES E. POOLE, JR., personally known to me to be the General Partners of the within named McCOOL, VAN DEVENDER & POOLE, a Mississippi General Partnership, which is the General Partner of the within named WOODDALE, LTD., a Mississippi Limited Partnership, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said General Partnership and as its own act and deed, while acting as the General Partner of the aforesaid WOODDALE, LTD., they having been first duly authorized so to do.

WITNESS MY; SIGNATURE AND OFFICIAL SEAL OF OFFICE this the day of April, 1985.

NOTARY PUBLIC

My Commission Expires:
My Commission Expires Way 13, 1986

GRANTOR'S ADDRESS:

P. O. Box 5371 Jackson, MS 39216 GRANTEES' ADDRESS:

321 Pear Orchard Road Ridgeland, MS 39157

WD Spring Brook Farms: BLC104

STATE OF MISSISSIPPI COUNTY OF MADISON

West 164.

BOOK 204 FAGE 619

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WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, T & H EQUIPMENT CO., INC., Highway 51 South, Canton, Mississippi 39406, does hereby sell, convey and warrant unto GARY TAYLOR, 4919 North State Street, Jackson, Mississippi 39206, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

RECORD DESCRIPTION:

RECORD DESCRIPTION:

A lot or parcel of land fronting 150.0 feet on the East side of U. S. 51 Highway just south of Canton, Mississippi, and situated in Wi of NWi, Section 30, Township 9 North, Range 3 East, Madison County, Mississippi, and being more particuarly described as from the intersection of the south line of the Charles Campbell Property, as per deed description of record in Book 73 at page 24 of the records of the Chancery Clerk for Madison County at Canton, with the east right-of-way line of said U. S. 51 Highway, said point of beginning being 80.0 feet measured at right angles from the center line of said highway, and is the southwest corner of lot being described, and from said point of beginning run thence South 58 degrees 56 minutes East for 300.00 feet along the south line of said Campbell property, thence running North 22 degrees 23 minutes East for 150.0 feet, thence running North 58 degrees 56 minutes West for 300.0 feet to the east right-of-way line of said highway, thence running in a southerly direction along said highway right-of-way South 21 degrees 55 minutes West for 50.0 feet, thence South 22 degrees 40 minutes West for 100.0 feet to the point of beginning, and all of said property being in Wi of NWW, Section 30, Township 9 North, Range 3 East, Madison

County, Mississippi, LESS AND EXCEPT one-half (%) of all oil, gas and other minerals.

ALSO:

A lot or parcel of land fronting 50.0 feet on the east side of U. S. 51 Highway just south of Canton, Mississippi, and being more particularly described as beginning at a point on the east right-of-way line of U. S. 51 Highway, which point is also the northwest corner of a lot conveyed to A. W. Hardy, A. W. Hardy, Jr., Roy E. Tate, and J. R. Tate by instrument dated May 18, 1960, recorded in Book 77 at page 499, specific reference to which is here made in aid of and as a part of this description, and from said point of beginning run thence northerly along the east right-of-way line of said U. S. 51 Highway a distance of 50 feet to a point, thence run easterly parallel to the north line of said Hardy and Tate lot a distance of 300 feet, thence run southerly parallel to feet, thence run southerly parallel to Highway 51 a distance of 50 feet to the northeast corner of the Hardy and Tate lot, thence run westerly along the north line of the Hardy and Tate lot 300 feet to the point of beginning, all being in Wk of Section 30, Township 9 North, Range 3 East; LESS AND EXCEPT one-half (1/2) of all oil, gas and other minerals.

ALSO:

_ ;

A lot or parcel of land fronting 50.0 feet on the East side of U. S. 51 Highway just South of the City of Canton, and situated in the Wk of NWk, Section 30, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as beginning at the Northwest corner of the present T & H Equipment Company, Inc., property as per deed of record in Book 79 at page 94 of the records of the Chancery Clerk for Madison County at Canton, Mississippi, said point is also 200.0 feet measured northerly along the East right of way line of said U. S. 51 Highway from the Southwest corner of said T & H Equipment Company, Inc., property, said point of Southwest corner of said T & H Equipment Company, Inc., property, said point of beginning is also 80.0 feet measured at right angles from the center line of said U. S. 51 Highway, and from said point of beginning run thence South 58°56' East for 300.0 feet along the present T & H Equipment Company, Inc., line, thence running North 22°23' East for a distance of 50.00 feet; thence running North 58°56' West for 302.2 feet to the East right of way line of said U. S. 51 Highway, thence running South Highway, thence running South

Telling of 21°10' West for 50.0 feet along the East right of way line of said U. S. 51 21°10' West for 50.0 feet along the East right of way line of said U. S. 51
Highway to the point of beginning, LESS
AND EXCEPT one-half (½) of all oil, gas and other minerals in, on and under said property which were reserved by Hezzie
McNeal and wife, Codelia McNeal, in the deed recorded in Book 65 at page 226 in the office of the Chancery Clerk of Madison County, Mississippi; and all of said property being in the W½ of NW¼, Section 30, Township 9 North, Range 3 East, Madison County, Mississippi. East, Madison County, Mississippi.

ALSO DESCRIBED AS:

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SURVEY DESCRIPTION:

Commencing at a concrete monument being the southeast corner of the property recorded in Deed Book 73 at page 24 of the records of the Chancery Clerk's office in Madison County in Canton, Mississippi; thence North 89 degrees 45 minutes West for 20.00 feet to a concrete monument; thence North 58 degrees 56 minutes West a distance of 511.85 feet to the POINT OF BEGINNING; thence North 22 degrees 23 minutes East for a distance of 250.00 feet; thence North 58 degrees 56 minutes West a distance of 298.63 feet to the easterly right-of-way of U. S. Highway 51; thence Southwesterly along the easterly right-of-way of said U. S. Highway 51 being a curve to the right a distance of 249.84 feet, chord being South 22 degrees 41 minutes 35 seconds West a distance of 249.80 feet; thence South 58 degrees 56 minutes East a distance of 300.00 feet to the POINT OF BEGINNING, containing 1.69 acres, more or less.

This conveyance is executed subject to the following exceptions:

- 1. Ad valorem taxes for the year1985 shall be prorated with the Grantor paying O /12ths of said taxes and the Grantee paying /2 /12ths of said taxes.
- 2. Zoning Ordinances and Subdivision Regulations of the City of Canton and Madison County, Mississippi.
- 3. Screening and Scenic Easement from T & H Equipment Co., Inc., to the State Highway Commission of Mississippi, dated October 6, 1967, and recorded in Book 109 at page 120

of the land records of Madison County, Mississippi.

4. Encroachments as set out in survey of Rutledge and Associates, Inc., dated March 14, 1985.

EXECUTED this the _______day of April, 1985.

T & H EQUIPMENT CO., INC.

STATE OF MISSISSIPPI COUNTY OF MADISON (

Personally appeared before me, the undersigned authority, in and for said county and state, the within named T. H. RIDDELL, JR., known to me to be President of T & H Equipment Co., Inc., who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, he being first duly authorized so to do.

Given under my hand and official seal, this the 15th day of April, 1985.

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SSIPPI, County of Madison:

APR 26 1985

APR 26 1985 USSISSIPPI, County of Madison:

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Good Earth Development, Inc., a Mississippi Corporation acting by and through its duly authorized officer, does hereby sell, convey and warrant unto Clinnon Alexander, a single person, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Lot Six (6), BOARDWALK SUBDIVISION, 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, Slide 71, reference to which is here made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURE of the Grantor, this the 17th day of April,

1985.

Mississippi Corporation STATE OF MISSISSIPPI COUNTY OF HINDS

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

GIVEN under my hand and official seal of office, this the 17th day of April, 1985.

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MISSISSIPPI, County of Madison: on the day of APR 26.1985 19...... Book No 204 on Page .6.2.3. in dailed seal of office, this the of APR. 2.6.1985 19 ...

BILLY V. COOPER, Clerk

.., D.C.

BOOK 204 FALE 624

MOEXE**Q**" B('S:)

PARTY WALL AGREEMENT

WHEREAS, the undersigned, GCOD EARTH DEVELOPMENT, INC., a
Mississippi corporation, and CLINNON ALEXANDER, a single person, are the
present owners of the following described real estate upon which there has
been erected a townhouse condominium more fully described as follows:

Tot Six (6), BOARDWALK SUBDIVISION, 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, Slide 71, reference to which is here made in aid of and as a part of this description.

and

WHEREAS, in the construction of said building there is a dividing wall on each side of said residence having a common roof; and

WHEREAS, it is the intention of the undersigned that in the event of sale or transfer of either of said residences that said dividing wall shall remain in the same condition for the use of any and all subsequent purchasers; and

WHEREAS, saidparties desire to protect their rights in the event said wall is damaged;

 $_{\mbox{\scriptsize NOW}},$ THEREFORE, for the purposes of declaring their intentions, the undersigned hereby state.

- Said dividing wall shall be a party wall for said real estate so long as each of said residences as now constructed shall not be materially altered or changed.
- 2. No persons shall have the right to add to or detract from the party wall in any manner whatsoever, it being the intention that the party wall shallat all times remain in the same position as when exected.
- 3. If it shall become necessary to repair the party wall, the expense of rebuilding the same shall be borne by the then owners of the fee, in equal proportions, and whenever the party wall, or any portion thereof shall be rebuilt, it shall be erected on the same place where it stands and be of the same size as when originally erected.

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4. In the event it becomes necessary to repair the roof over the party wall, the expense of said repair shall be borne by the then owners in equal proportions. Each owner agrees to keep his 1/2 of the roof in a good state of repair to protect said party wall.

5. This declaration shall at all times be construed as a covenant running with the land.

6. This declaration shall be binding upon the undersigned, their successors, assigns and grantees.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed this _____ day of April, 1985.

GOOD EARTH DEVELOPMENT, INC.

CLINION ALEXANDER

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

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

<u>/7</u> day of April, 1985.

EL Justa

My Commission Expires: My Commission Expires Aug. 25, 1988

STATE OF MISSISSIPPI COUNTY OF HINDS

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

GIVEN under my hand and official seal of office, this the 17 day of April, 1985.

STATE OF MISSISSIPPI, County of Madison:

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PARTY WALL AGREEMENT

SK Of

WHEREAS, the undersigned, JANICE McMURIRAY, is the present owner of the following described real estate upon which there has been erected a townhouse residence more fully described as follows:

Lot Seventeen (17), BOARDWALK SUBDIVISION, 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, Slide 71 thereof, reference to which is here made in aid of and as a part of this description.

whereas, the undersigned, GOOD EARTH DEVELOPMENT, INC., a Mississippi corporation, is the present owner of the following described real estate upon which there have been erected a townhouse residence more fully described as follows:

Lots Sixteen (16) and Eighteen (18), BOARDWALK SURDIVISION, 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, Slide 71 thereof, reference to which is here made in aid of and as a part of this description.

WHEREAS, in the construction of said buildings there is a wall dividing Lot 16 and Lot 17, which is located on the North side of Lot 17, and a wall dividing Lot 17 and Lot 18 on the South side of Lot 17, said wall having a common roof; and

WHEREAS, it is the intention of the undersigned that in the event of sale or transfer of either or both of said residences that said dividing walls shall remain in the same condition for the use of any and all subsequent purchasers; and

WHEREAS, said parties desire to protect their rights in the event said wall is damaged;

NOW, THEREFORE, for the purpose of declaring their intentions, the undersigned hereby state.

1. Said dividing wall shall be a party wall for said real estate so long as all of said residences as now constructed shall not be materially altered or changed.

- 2. No persons shall have the right to add to or detract from ...; the party wall in any manner whatsoever, it being the intention that the party wall shall at all times remain in the same position as when erected.
- 3. If it shall become necessary to repair the party wall, the expense of rebuilding the same shall be borne by the then owners of the fee, in equal proportions, and whenever the party walls, or any portions thereof shall be rebuilt, it shall be erected on the same place where it stands and be of the same size as when originally erected.
- 4. In the event it becomes necessary to repair the roof over the party wall, the expense of said repair shall be borne by the then owners in equal proportions. Each owner agrees to keep his 1/2 of the roof in a good state of repair to protect said party walls.
- 5. This declaration shall at all times be construed as a covenant running with the land.
- This declaration shall be binding upon the undersigned, their successors, assigns and grantees.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed this $\frac{1}{2}$ day of March, 1985.

GOOD EARTH DEVELOPMENT, INC.

BY: Nark S. Jordan, President

JANICE MOMURITAY

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Mark S. Jordan, who acknowledged to me that he is the President of Good Earth Development, Inc., a

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

College of Garage

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

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STATE OF MISSISSIPPI

COUNTY OF HINDS

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

GIVEN under my hand and official seal of office, this the <u>/o</u>Z day of March, 1985.

oper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed oper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed oper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed oper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed oper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed oper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed oper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed oper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed oper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed oper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed oper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed oper, and the Chancery Court of Said County, certify that the within instrument was filed oper, and the Chancery Court of Said County, certify that the within instrument was filed oper, and the Chancery Court of Said County, certify that the within instrument was filed oper, and the Chancery Court of Said County, certify that the within instrument was filed oper, and the Chancery Court of Said County, certify that the within instrument was filed oper, and the Chancery Court of Said County, certified the Chancery County Co ISSISSIPPI, County of Madison:

I'IDEXEDJ.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, SONIA LEE B. FOSTER, do hereby convey and forever warrant, subject to the limitations and exceptions hereinafter set forth, unto RICHARD K. MACNEALY and wife SHIRLEY A. MACNEALY, husband and wife, as tenants by the entirety with full right of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lots 6 and 7, Block A, of Winter Haven Addition or Subdivision as shown by plat thereof duly recorded . in the Chancery Clerk's Office of Madison County, Mississippi, in Plat Book 2, at Page 5 thereof.

This is no part of my homestead.

THE WARRANTY of this conveyance is subject to the following limitations and exceptions:

- 1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year 1985 and subsequent years will be paid by the Grantees.
- 2. Rights of way and easements for public utilities affecting the property hereby conveyed.
- 3. The City of Canton, Mississippi, Zoning Ordinance of 1958, and all amendments thereto.

WITNESS MY SIGNATURE on this the grade day of April, 1985.

Sonia Lee B. Foster CRANTOR

GRANTEES:

Richard K. NacNealy & Shirley A. NacNealy 480 Cheyenne Lane Madison, MS 39110

Page 2 ,

Warranty Deed

Foster to MacNealy

STATE OF MISSISSIPPI

COUNTY OF MADISON

personally appeared before me the undersigned authority in and for the jurisdiction above mentioned, SONIA LEE B. FOSTER, who acknowledged to me that she did sign and deliver the foregoing instrument on the day and for the purposes therein set forth.

GIVEN under my hand and official seal of office on this the _____ day of _______, 1985.

Malanta Kgen Notary Public

My Commission Expires:

August 24, 1985

_::

3077y

WARRANTY DEED

INDEXED

Lot 7, SANDALWOOD SUBDIVISION, Part Five, 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, in Cabinet B, Slide 46, reference to which is hereby made in aid of and as a part of this description.

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

This conveyance is further subject to those certain restrictive covenants recorded in Book <u>553</u> at Page <u>453</u>, of the records of said county.

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

It is understood and agreed that the advalorem taxes for the year 1985 are to be prorated between the parties hereto as of the date hereof.

WITNESS OUR SIGNATURES this the 10 day of April-

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

BY: Jus / M

GUS A. PKINOS, Thei Attorney in Fact

GUS A. PRIMOS

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Gus A. Primos, who acknowledged to me that he is the Attorney in Fact for Robert C. Travis, Grady McCool, Jr. and W. F. Dearman, Jr. by virtue of that certain Power of Attorney dated on October 4, 1984, and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 201, at Page 261 thereof, and that he signed and delivered the above and foregoing warranty deed in such capacity, and individually, on, the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the MOTARY PUBLIC

My Commission Expires:

My Commission Expired Nov. 25, 1983

GRANTORS: ROBERT C. TRAVIS, GRADY McCOOL, JR., W. F. DEARMAN, JR., and GUS A. PRIMOS Post Office Box 651 Jackson, Mississippi 39205

GRANTEE (S):

Dr. Hal E. Hill, Jr. and Dr. Michelle D. Petren /Hill 800 B. Sussex Jackson, Mississippi 39211

Sissippi, County of Madison:

Dooper, Clerk of the Chancery Court of Said County sertify that the within instrument was filed by the Chancery Court of Said County sertify that the within instrument was filed by the chancery Court of Said County sertify that the within instrument was filed by the chancery Court of Said County sertify that the within instrument was filed by the chancery Court of Said County sertify that the within instrument was filed by the chancery Court of Said County sertify that the within instrument was filed by the chancery Court of Said County sertify that the within instrument was filed by the chancery Court of Said County sertify that the within instrument was filed by the chancery Court of Said County sertify that the within instrument was filed by the chancery Court of Said County sertify that the within instrument was filed by the chancery Court of Said County sertify that the within instrument was filed by the chancery Court of Said County sertify that the within instrument was filed by the chancery Court of Said County sertify that the within instrument was filed by the chancery Court of Said County sertify that the within instrument was filed by the chancery county sertify that the within instrument was filed by the chancery county sertify that the within instrument was filed by the chancery county sertify that the within instrument was filed by the chancery county sertify that the within instrument was filed by the chancery county sertification with the chancery county sertification was sertification with the chancery county sertifi OF MISSISSIPPI, County of Madison: APR 26 1985 19..... BILLY V. COOPER, Clerk By D. Wright _____, D.C.

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	MORTSAGOR	Martin-Thompson
•	FHA CASE #	281-136799-566 . / 4/4/4
4		
BOOK 204 5.4CE 634	A #	150757
900% たいま 沙性 0.94		-
b .	la.	
SPECIAL WARRANT	Y DEED IN	DEXE D 1
FOR AND IN CONSIDERATION of the sum of and other valuable considerations, the rece hereby acknowledged, the undersigned, AmSouth Mortgage Company, Inc., f/k/a/ En a corporation organized and existing under hereby grant, bargain, sell, convey and spe HOUSING & URBAN DEVELOPMENT, of Washington, following described land lying, being and s Mississippi, to wit: See Attached Description	ipt and sufficiency gel Mortgage Company the laws of the Unit cially warrant unto DC, his successors	of all of which is y, Inc., led States, does the SECRETARY OF and assigns, the
IN WITNESS WHEREOF, Mortgage Companies caused this instrument to be signed in 16th day of April , 1985. Grantor M/A: POB 847, Birmingham, Al. 35201. Grantee M/A: POB 23998.	the Grantee herein a ness heretofore secu liens have been her paid taxes and asses age Company. Inc.	Il of said Grantor's red by liens on the etofore foreclosed. sments, if any. , f/k/a Engel
Washington, DC. 20036	_	
A CONTRACTOR OF THE PROPERTY O	AmSouth Mortgage Co	
The second secon	f/k/a/ Engel Mortga	
ATTEST:		(SEAL)
Rosemary Giardina Assistant Secretary	Teorora Robinson	Assistant Vice-Presiden
•		
STATE OF ALABAMA COUNTY OF JEFFERSON	•	
Personally appeared before me, the un County and State, Leonora Robinson Assistant Vice-President of	, who acknow!	ledged that he is the
and that, for and on behalf of said corpor and delivered the foregoing instrument on first duly authorized to do so by said co	the day and year the	erein mentioned, being
	ALCA INTO	

Personally County and State Assistant Vice and that, for an and delivered the first duly auth Witness my signature and offical seal this 16th day of 19 85 MMTSSICN EXPI

Mena Carrington NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/9/86

Prepared by Mary Whatley AmSouth Mortgage Company, Inc., P. O. Bos 847 Birmingham, Al 3520l

BOOK 204 MLE 635

- Teledon non

/The following described parcel of land lying and being situated in the City of Canton, Madison County, Mississippi, being a part of Lot 8 on the west side of South Union & St. as shown by the maps of the City of Canton, Miss. prepared by George & Dunlap in 1898 Chamcery Clerk of Madison County, Miss., & being more particularly described as follows: Beginning at a point on the south line of West Pulton Street which is one hundred forty St. & from said POINT OF REGINNING run east on the south line of W. Fulton St. for a S. Union St. for a distance of one hundred feet (100'), more or less, to a point on the distance of sixty feet (60') to a point; thence run south parallel to the west line of south line of the aforesaid Lot 8; thence run west on the south line of Lot 8 for a S. Union St. for a distance of one hundred feet (100'), more or less, to the POINT OF REGINNING.

STATE OF MISSISSIPEL	County of Madia			- 1,
ooper, of the state of the stat	Clerk of the Chancery Cour	t of Said County, certify	that the within instrume	nt was file
was with economic mitthe my prince in	day of APR	1985 19	at . 7 Ud'clock	M., and
Witness my handland	seal of office, this the	of APR 2.6 .1985	19	. 6 <i>9</i> . ii
no march a		BILLY V.	COOPER Clerk	
	•	59 ·· J· · l· · · · l· · l	Inglit	, D.C.

WARRANTY DEED BOOK 204 ME 635

Being situated in the NE 1/4 of Section 34, TEN, R2E, Madison County, Mississippi and being more particularly described as follows:

Beginning at a nail marking the intersection of the South line of the N 1/2 of the SE 1/4 of the NE 1/4 of said Section 34 with the centerline of Clarkdale Road as it is now (April, 1980) in use and rum N 89 degrees 43 minutes 30 seconds West, along said South line of the N 1/2 of the SE 1/4 of the NE 1/4 of Section 34, 1319.67 feet to an iron pin; rum thence N 00 degrees 15 minutes 00 seconds East, along a fence line 132.0 feet to an iron bar; rum thence S 89 degrees 43 minutes 30 seconds East, 1319.52 feet to a nail in the aforesaid centerline of Clarkdale Road; rum thence S 00 degrees 11 minutes 00 seconds West, along said centerline 132.0 feet to the point of Beginning. Containing 4.00 acres, more or less.

AS A PART OF THE CONSIDERATION above mentioned, the Grantee herein agrees to assume that certain indebtedness in favor of DEPOSIT GUARANTY MORTGAGE COMPANY and secured by a Deed of Trust on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Deed of Trust Book 512 at Page 299, beginning with the May 1, 1985 payment.

AS A PART OF THE CONSIDERATION above mentioned, the undersigned hereby transfers unto said Grantee or his assigns, any and all escrow accounts now being held by the mortgagee or its agents for the benefit of the undersigned, if any.

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.

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 18th day of April, 1985.

Vanessa P. Strond

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Vanessa P. Stroud, 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 18th day of April,

Mickey alle

NOTARY PUBLIC

My Commission Expires: 12 Commission Expires March 12, 1989

	STATE OF MISSISSIPE	H, County of Madison: Clerk of the Chancery C	Court of Said County,	certify that the with	in instrument was filed clock $ p$ $$ M., and
	or recoming the flice	H. County of Madison: Clerk of the Chancery of this . 22 day of Although the	PR 26 1985	9, Book No. 2	0.4 on Page 636. in
		and seal of office, this the .	,,,,,of?::\	ULV V COOPER. C	erk
4		•	Ву}	\mathcal{N}	D.C

WARRANTY DEED

For a valuable consideration not necessary here to mention cash in hand paid to the grantor by the grantees herein, the receipt and sufficiency of which are hereby acknowledged, I, JAMES H. SUTHERLAND, do hereby convey and warrant unto WILLIAM W. DINKINS and NINA S. DINKINS, husband and wife, as joint tenants with rights of survivorship and not as tenants in common, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

Lots Ten (10) and Eleven (11) and ten (10) feet evenly off the east side of Lot Nine (9), all in Block One (1) of CENTER TERRACE ADDITION to the Gity of Canton, Madison County, Mississippi, when described with reference to map or plat of said Addition now on file in the Chancery Clerk's Office for Madison County, Mississippi, reference to said map or plat being here made in aid of and as a part of this description; LESS AND EXCEPT THEREFROM a strip of land seventy (70) feet in width evenly off the north end thereof.

This conveyance is executed subject to:

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

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

WITNESS my signature this ______day of April, 1985.

James H. Sutherland

STATE OF MISSISSIPPI COUNTY OF MADISON

_::

* 12 .

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

JAMES H. SUTHERLAND 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 $16^{\frac{1}{2}}$ day of April, 1985.

Notary Public R. Faucher

(SEAL)

y commission expires:

و المواقع المالية

10 mar 14, 1987

Address of Grantor: 449 North Liberty Street, Canton, Mississippi 39046
Address of Grantees: 379 East Peace Street, Canton, Mississippi 39046

7307 Νº

RELEASE FROM DELINQUENT TAX SALE

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

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from Dubes 64/100 DOLLARS (S. eary to redeem the following described land in said County and State, to-wit: RANGE DESCRIPTION OF LAND SEC 3A in NW14 SW14 Vac ΙĒ 1 XI Res Bradley Williamson 19¹83, to. <u>19 day of Sept</u> taxes thereon for the year 19_82/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 19. 85 Billy V. Cooper, Chancery Clerk. By_ STATEMENT OF TAXES AND CHARGES State and County Tax Sold for (Exclusive of damages, penalties, fees) (2) Interest Tax Collector's 2% Damages (House Bill No. 14, Session 1932) Tax Collector Advertising ---Selling each separate described subdivision as set out on assessment roll. \$1,00 plus 25cents for each separate described subdivision \$1.00 each (5) Printer's Fee for Advertising each separate subdivision Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision (7) Tax Collector—For each conveyance of lands sold to indivisduals \$1.00 _ (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR _ (9) 5% Damages on TAXES ONLY. (See Item 1) (10) 1% Damages per month or fraction on 19 22/taxes and costs (Item 8 —Taxes and Months. (11) Fee for recording redemption 25cents each subdivision. (12) Fee for indexing redemption 15cents for each separate subdivision (13) Fee for executing release on redemption (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) (15) Fee for issuing Notice to Owner, each_ @ \$2 50 each (16) Fee Notice to Lienors_ (17) Fee for mailing Notice to Owner. \$4,00 (18) Sheriff's fee for executing Notice on Owner if Resident, (19) 1% on Total for Clerk to Redeem . OF MISSISSIPPI, County of Madison: the day of ... APR 2.6 1985 19...... Book No. 20.4 on Page .6.40 . in

BILLY V. COOPER, Clerk

By Dr. Wreghoti D.C.

800K 204 FALE 641
RELEASE FROM DELINQUENT TAX SALE
(INDIVIDUAL)
DELINQUENT TAX SALE
STATE OF MISSISSIPPI, COUNTY OF MADISON

· (X)

7308 Nº

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the Coun	ty and State	aforesai	d, having this da	ay received from -
the sum of Tutenty-three & 817,00			DOLLARS (\$	22 81
being the amount necessary to redeem the following described land in s	aid County	and State	_ DULLARS (S. 3. to-wit.	~~
DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
	-			
3A in NW4 50/4 Vac.		-	<u> </u>	
Bk 166-61	26	7	IE	
	120	-	12	
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	, ,		,	
Which said land assessed to HOU Nines The Cong	A -	ikes H	<u></u>	and sold on the
taxes thereon for the year 1983, do hereby release said land from all cl	ann or title c	of said our	chaser on acco	unt of said sale
IN WITNESS WHEREOF, I have hereunto set my signature and the seal	of said offic	e on this	the 2:	2) day o
19 85 Billy V. Cooper, Chance	on sale office			day o
- ADECALA *	cry Oleik.	KG.	1000	, ,
			10900	[, D C.
STATEMENT OF TAXES AND C				1010
(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	 -			s <u>.10.20</u>
(2) interest				s <u> </u>
(3) Tax Collector 22% Damages (House Bill No. 14, Session 1932)				.s <u>2C</u>
(4) Tax Collector AdvertisingSelling each separate described subdivision as				, 25
S1.00 plus 25cents for each separate described subdivision	*			.s <u>1.45</u>
(6) Clerk's Fee for recording 10cents and Indexing 15cents each subdivision.				1 00
(7) Tax CollectorFor each conveyance of lands sold to indivisduals \$1.00 _		•	· <u>·</u> ··	s <u>1.00</u>
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR				s <u>18.22</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)				s
(10) 1% Damages per month or fraction on 1923 taxes and costs (Item 8 1				. 1 14.
costs only 8 Months				\$ 1.70
(11) Fee for recording redemption 25cents each subdivision		<u> </u>	•	s <u>, 25</u>
(12) Fee for indexing redemption 15cents for each separate subdivision			· · ·	\$ 175 7
(13) Fee for executing release on redemption				s <u> </u>
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill	No. 457.)_			.\$ <u> </u>
(15) Fee for issuing Notice to Owner, each			. ş2.00	.\$
(16) Fee Notice to Lienors@ \$2,50 each				.s
(17) Fee for mailing Notice to Owner			.S1.00	s
(18) Sherlff's fee for executing Notice on Owner if Resident	,	. ~~	.54.00	\$ -21 50
•		101	'AL	. <u>S _ Z _ /</u>
(19) 1% on Total for Clerk to Redeem				s 7181
(20): GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to p	ay acequed to	axpas sho	own above	.s <u>~1.01</u>
	F.W.	· PVX		2281
Excess bid at tex sale S Rica Merrit 20	.19			۲۵۰۵۱
· Coup five 1.	62			
Par Pel 2	00 -			
23.	81			
STATE OF MISSISSIPPLECounty of Madison: On the Chancery Court of Said C	nty, certify	that th	e within instru	ment was file
vas 1991 gentled in the day of APR 2.6 1985 my of the my had a seal of office, this the of APR				
A State of Office, this the or A			ER, Clerk	

FOR AND IN CONSIDERATION of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned PRINCE HOMES, INCORPORATED, a Ms. Corporation, does hereby sell, convey and warrant unto FRANK G. WYATT and wife, GWIN D. WYATT, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in Madison County, Mississippi, to wit:

LOT 20, POST OAK PLACE, a subdivision according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Cabinet B at Slide 63, reference to which map or plat is hereby made in aid of and as a part of this description.

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

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

WITNESS the signature of the Grantor, this the ______ day of April, 1985.

STATE OF MISSISSIPPI COUNTY OF HINDS

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the state and county aforesaid,

who acknowledged that he/she is the

of the aforesaid Prince Homes, Incorporated

Mississippi Corporation, and that he/she signed and delivered the
foregoing deed on the day and year therein mentioned for and on
behalf of said corporation, after being first so authorized to do._,'

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the

MY Commission Expires:

MY Commission Expires:

GRANTOR SCAUDRESS: 121 Crestview Circle, Brandon, MS 39042
GRANTEE SCAUDRESS: 541 Post Oak Place, Madison, MS 39110

MISSISSIPPI, County of Madison: BILLY V. COOPER, Clerk_ By D. Wright D.C.

TRUSTEE'S DEED

"INDEXED?

Sidney L. Watkins and his wife Linda G. WHEREAS, Watkins executed a deed of trust dated the 2nd day of March, 1984, recorded in Book 529 at Page 234 of the records in the office of the Chancery Clerk of Madison County, Mississippi, in which the property therein described was conveyed to Tom F. Kirkpatrick, as Trustee, to secure payment to the Administrator of Veterans Affairs, an Officer of the United States of America, his successors and assigns, of a certain indebtedness therein mentioned and described;

WHEREAS, the present Administrator of Veterans Affairs is the legal holder of said deed of trust and indebtedness secured thereby;

WHEREAS, default was made and continued in performance of the agreements contained in the deed of trust, and the holder declared the entire indebtedness to be due and payable and instructed the undersigned to execute the trust; and

WHEREAS, after having advertised the sale by posting of notice at the Madison County Courthouse for three consecutive weeks or more preceding the sale and by publication of such notice in the Madison County Herald, a qualified newspaper having general circulation in the county, in its issues dated March 7, 14, 21, 28, 1985, fixing the 29 day of March, 1985, within legal hours, as the date and time of sale, the south door of the Madison County Courthouse at Canton, Mississippi, as the place of sale, and the highest bid for cash as the terms of sale, the undersigned did, between 11:00 a.m. and 4:00 p.m., on said date, at said place, and in the manner required by law and the terms of the deed of trust, offer the hereinafter described land for sale, at public auction, to the highest bidder for cash, when and where he received from the grantee herein the highest bid for cash and the said bidder was declared to be the purchaser;

BOOK 204 FALE 644

NOW, THEREFORE, in consideration of the amount of said bid, being Thirty Six Thousand Dollars (\$36,000.00), cash in hand paid the receipt of which is hereby acknowledged, the undersigned as Trustee does hereby sell and convey unto The Administrator of Veterans Affairs, an Officer of the United States of America, the land and property situated in Madison County, Mississippi, described as follows:

Lot Twenty (20) of Northwood Subdivision, Part One (1), according to the map thereof which is of record in the office of the Chancery Clerk of Madison County at Canton, Ms., in Plat Book 5 at page 32, reference to which is hereby

proof of Publication of the Notice of Sale is attached as an exhibit hereto.

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

WITNESS MY SIGNATURE, this the 19th day of April, 1985.

KIRKPATRICK, TRUSTEE

STATE OF MISSISSIPPI

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Tom F. Kirkpatrick, who acknowledged that he signed and delivered the above and foregoing Trustee's Deed in the capacity, on the date, and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 19-20 10:00 day of April, 1985.

R. Durner NOTARY PUBLIC

My Commission Expires: My Commission Expires March 4, 1988

GRANTOR'S ADDRESS: C/O DIRECTOR, VARO Suite 214, Federal Building Jackson, Mississippi 39269

GRANTEE'S ADDRESS: C/o DIRECTOR, VARO
Suite 214, Federal Building Jackson, Mississippi 39269

MADISON COUNTY HERALD

PROOF OF PUBLICATION BOOK 204 FACE 645

A THE STATE OF MISSISSIPPI, PASTE PROOF HERE MADISON COUNTY. Personally appeared before VOL. 93 NO 10 DATE Trans 7, 15 85 VOL. 93 NO. 11 DATE Thank 14 19 85 VOL. 93 NO. 12 DATE Much 21 1985 VOL 93_ NO 13 DATE Dent 28 1985 ____NO ____DATE______, 19 __ ... Number Words ... Published ___ Printer's Fee \$ 45 00 __ _ Making Proof \$ /.00 TRUSTEE John M. Slevens Attorney at Law Suite 318, Heritage Building 401 East Capitol Sireet Jacksen, Mississippi 37201 (401) 948 448 March 7, 14, 21, 28, 1985 ouckson, lienerselppi Jazos SISSIPPI; County of Madison:

STATE MISSISSIPPI; County of Madison:

State Mississipping that the within instrument was filed within instrument was filed with the mississipping that the within instrument was filed with the mississipping that the within instrument was filed within instrument was

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SIZE

INDEXEDIT

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, ALTON V. MEGGS and wife, JANIE ANN MEGGS, do hereby sell, convey and warrant unto WILLIAM C. WOODS, JR. and wife, DONNA M. WOODS, as joint tenants with the right of survivorship and not as tenants in common, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 65.0 feet on the South side of Richard Circle (South) in the City of Canton, Madison County, Mississippi, and being more particularly described as being all of Lot No. 30 of the North Wood Heights revised, a subdivision as per plat of record in the office of the Chancery Clerk of Madison County, Mississippi, and all being situated in the City of Canton, Madison County, Mississippi.

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

- 1. Ad valorem taxes for the year 1985 which are to be paid by the Grantees herein.
- Zoning and subdivision regulation ordinance of the City of Canton, Mississippi.
- 3. Those certain Restrictive Covenants excepted by Mrs. Pauline Doherty, et al in instrument dated December 3, 1953 and recorded in Book 226 at Page 339.

WITNESS our signatures on this 13th day of Harch, April.

Alton V. Meggs

Janie am men

STATE OF LOUISIANA PARISH OF OUACHITA

This day personally appeared before me, the undersigned authority in and for the aforesaid Parish and State, the within named ALTON V. MEGGS and JANIE ANN MEGGS 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 12th day of , 1985.

Jerny W. Leaford.

Mr. & Mrs. Alton Meggs 404 Shady Lane Monroe, LA. 71203

Mr. & Mrs. William C. Woods, Jr. Rt. 3, Box 140-D Canton, MS 39046 Grantees:

STATE OF MISSISSIPPI, County of Madison: By D. Wright D.C.

800x 204 mc 648

RELEASE FROM DELINQUENT TAX SALE
(INDIVIDUAL)
DELINQUENT TAX SALE
STATE OF MISSISSIPPI, COUNTY OF MADISON I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

Janey Dear			<u> </u>	
ma and SILVENTELLE & 49/100			DOLLARS (S.	<u> 17.99.)</u>
being the amount necessary to redeem the following described	i land in sald Cou	inty and State,	to-wit:	
DESCRIPTION OF LAND	SE	C. TWP	RANGE	ACRES
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	deen		•	1, 1, 1, 1, 1
about 211 It on SIS 14	SKI DI			
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OR HILL SUB PET leas LOT 87	× 1110.27-1	L 0203	*****	-
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	<u>rodley</u>			-
taxes thereon for the year 19_83, do hereby release said land	from all claim or	title of said pur	chaser on acco	ount of said sale day of
IN WITNESS WHEREOF, I have hereunto set my signature ar			une	
	Ву	<u> </u>	nogory	D.C.
STATEMENT OF TA	XES AND CHARGE	s }	. 1	1 -0
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(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932	21			_\$ <u></u>
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\$1.00 plus 25cents for each separate described subdivision		S1.00 (s 4.50
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(16) Fee Notice to Lienors @ \$2.50 each			\$1.00	
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M. E. T. Company of The Company of t	DY// . l		X*****	

CORRECTED QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, JUDY W. CARBALLO, do hereby sell, convey, quitclaim and release unto JOE FRANK CARBALLO, JR., all of my rights, title and interest in the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

LOT FOURTEEN (14), BLOCK "H", Traceland North, Part III, a subdivision in and to the County of Madison, State of Mississippi, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5, at Page 48 thereof, reference to which is hereby made in aid of and as a part of this description.

WITNESS MY SIGNATURE, this, the 19th day of

JUDY V. CARBALLO

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the County and State aforesaid, the within named JUDY W. CARBALLO, who, on oath, first being duly sworn by me states that she signed, executed and delivered the above and foregoing isntrument on the day and year therein given as her own free act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this, the

Dettre 1 Weisinge NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI, County of Madison:

Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed to be compared in the certify that the within instrument was filed to be compared in the certify that the within instrument was filed to be compared in the certify that the within instrument was filed to be compared in the certify that the within instrument was filed to be compared in the certify that the within instrument was filed to be compared in the certify that the within instrument was filed to be compared in the certify that the within instrument was filed to be compared in the certify that the within instrument was filed to be compared in the certify that the within instrument was filed to be compared in the certify that the within instrument was filed to be compared in the certific to be compared in the certific that the within instrument was filed to be compared in the certific that the within instrument was filed to be compared in the certific that the within instrument was filed to be compared in the certific that the within instrument was filed to be compared in the certific that the within instrument was filed to be compared in the certific that the within instrument was filed to be compared in the certific that the within instrument was filed to be compared in the certific that the certif

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TRUSTEE'S DEED

WHEREAS, Arthur W. Ivas, Jr., and Betty Ann Ivas, executed a Deed of Trust to Douglas Rasberry, Trustee, for Canton Exchange Bank, Canton, Mississippi, on April 19, 1981, to secure the payment of the indebtedness therein described which deed of trust was recorded in Book 485 at page 221 in the records in the office of the Chancery Clerk of Madison County, Mississippi; and,

WHEREAS, said Deed of Trust was assigned to First National Bank of Jackson, Mississippi, by instrument dated December 14, 1983, and recorded in Book 524 at page 745 in the records in the office of the Chancery Clerk of Madison County, Mississippi; and,

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

WHEREAS, I, Douglas Rasberry, the undersigned, as Trustee, did execute the trust therein contained by posting a notice of the Trustee's Sale at the Bulletin Board at the South Entrance to the Madison County Courthouse in Canton, Mississippi, and caused publication of said notice to be made in the Madison County Herald, a newspaper within the meaning of the statute, published in the City of Canton, Mississippi, and having a general circulation in Madison County, Mississippi, in the issues of March 28, 1985; April 4, 1985; April 11, 1985; and April 18, 1985; which said notice called for the sale by the undersigned Trustee on the 19th day of April, 1985, within legal hours at the South door of the Courthouse of Madison County at Canton, Mississippi, to the highest and best bidder for cash the property described in said deed of trust; and,

WHEREAS, the date and hour set forth in the notice did arrive, and on April 19, 1985, within legal hours at the South door of the Courthouse of Madison County, at Canton, Mississippi, I, the undersigned, Douglas Rasberry, did offer for sale to the highest and best bidder for cash the hereinafter described property and the within named purchaser having bid the sum of Ten Thousand Dollars (\$10,000.00) was the highest and best bidder for cash for the purchase of the property described.

BOOK 204 FACE 651

THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten Thousand Dollars (\$10,000.00) cash in hand paid to me, I, Douglas Rasberry, Trustee, do hereby sell and convey unto Canton Exchange Bank, Branch Bank of First National Bank of Jackson, the following described property lying and being situated in Ridgeland, Madison County, Mississippi, to-wit: .

Lot 4, Pear Orchard Subdivision, Part 2, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at page 46, reference to which is hereby made in aid of and as a part of this description.

The undersigned Douglas Rasberry, as Trustee, hereby conveys such title as is vested in him as such.

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

WITNESS MY SIGNATURE on this the 19th day of April, 1985.

Douglas Rasberry,

STATE OF MISSISSIPPI COUNTY OF MADISON

te me take the same, we

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, DOUGLAS RASBERRY, Trustee, who acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 19 day

of April, 1985: majorginani, i

COMMISSION EXPIRES:

Michigan engine de la 1853 39844 (BA)

MADISON COUNTY HERALD PROOF OF PUBLICATION

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THE STATE OF MISSISSIPPI, MADISON COUNTY.

VOL 93 NO /3 DAT /20 15/5 93 NO 14 DATE Grit 1985 93 NO/5 DATE Gril 11, 15 05 VOL 93 NO 16 DATE Spic 18 19 65 Printer's Fee 3 49.50__

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EXHIBIT A

STATE OF MISSISSIPPI, County of Madison:	certify that	the within instrugacyt was filed
STATE OF MISSISSIPPI, County of Madison:	ery Court of Said County, Certain dis-	20 clock M. and
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BOOK 204 INC 653 RELEASE FROM DELINQUENT TAX SALE (INDIVIDUAL) DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON

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I, Billy V. Cooper, the undersigned Chancery Clerk in and for the Coun	ly and State	albresau	, lietaly the co	,
Will otes O. Hill J	<u>) ·</u>			
			_ DOLLARS (S.	52.21)
the sum of Fifth Start A 2/100 being the amount nedessary to redeem the following described land in	said County	and State	, to-wit:	ACRES
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day of Alara day	alaim or till	e of said p	urchaser on ac	count of said sale.
taxes thereon for the year 1904, do hereby release said land from all IN WITNESS WHEREOF, I have hereunto set my signature and the s	eal of said O	fice on thi	is the	<u>2.3</u> day of
IN WITNESS WHEREOF, I have hereunto set my signature and the	ancery Cler	k		•
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(SEAL)		_ }	1	
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STATE OF MISSISSIPPI, County of Madison:			et the within	instrument was filed
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WARRANTY DEED

BOOK 204 FALL 654

THE STATE OF MISSISSIPPI

COUNTY OF MADISON

IN CONSIDERATION OF ten dollars, cash in hand, and other valuable considerations, I, Lenora Brown, of 3017 East 79th Place, Chicago, Illinois 60617, convey and warrant to John Player, of 238 Timberline, Madison, Mississippi 39110, the land described as follows:

The East Half of the following lands:
Section 36, Township 10 North, Range 5 East
The East Half of the West Half of the Southwest Quarter,
less 10 acres on the South end, and
The West Half of the West Half of the Southwest Quarter,
less 11 acres on the South End and less 4 acres to the
Natchez Trace out of the Northwest Corner, being 60 acres,
more or less.

Lenora Brown intends to convey herein and does hereby convey herein all acreage acquired in that certain partition deed dated July 22, 1976 and recorded in Book 146, Page 2, and that certain Corrective Deed dated October 7, 1976, recorded in Book 147, Page 307, to which instruments reference is here made for all purposes, and all recorded in the office of the Chancery Clerk, Madison County, Mississippi.

All of the above-described lands are situated in the County of Madison, in the State of Mississippi.

Lenora Brown hereby certifies that the above described lands are no part of her homestead.

Witness my signature this the _______ day of April, 1985.

State of Illinois

County of Cook

_:"

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named Lenora Brown who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein named as her free and voluntary act and deed.

Given under my hand and official seal, this the $\frac{/9}{}$ day of April, A. D. 1985.

My Commission Expires:_

OF MISSISSIPPI, County of Madison: Coopel Clerk of the Chancery Court of Said County, certify that the within instrument was filed nd seal of office, this the of APR 26 1985 19... BILLY V. COOPER_Clerk By D. Wright D.C.

2201 MOGES S

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and the further consideration of the sum of Three Hundred Eighty-five Thousand Four Hundred Eighteen and 66/100 Dollars (\$385,418.66), to be paid by the Grantee in four (4) equal annual principal installments of Ninety-six Thousand Three Hundred Fifty-four and 66/100 Dollars (\$96,354.66) with interest payable annually at the rate of eleven percent (11%) per annum on the unpaid principal balance, all as reflected in a series of promissory notes payable to the undersigned Grantors, We, H. B. WOLCOTT, BLANCHE LEE WOLCOTT PATTERSON and SARAH WOLCOTT SAUCIER, Grantors, do hereby sell, warrant and convey unto KENNETH F. PRITCHARD, Grantee, the following described property lying and being situated in the City of Ridgeland, Madison County, Mississippi, to wit:

A Section

_::

A parcel of land situated in the SW1/4 of Section 30, T7N-R2E, City of Ridgeland, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the intersection of the South right of way line of Ford Street and the Easterly right of way line of U.S. Highway No. 51 as both are now laid out and improved, and run thence S 32°27'll" W for a distance of 800.15' along the said Easterly right of way line of U.S. Highway No. 51 to an Iron Pin which marks the Southwest corner of First National Bank as recorded in Deed Book 192 at Page 605 of the Chancery Records of Madison County at Canton, Mississippi, and also marks the POINT OF BEGINNING for the parcel herein described; thence 5 57°15'20" E for a distance of 175.13' along the South edge of a concrete parking lot as laid out and improved on December 10, 1984, to an Iron Pin; thence N 31°20'49" E for a distance of 207.37' along the East edge of said concrete parking lot to the Northeast corner of the said concrete parking lot; thence N 56°56'48" W for a distance of 0.39' along the North edge of the said concrete parking lot; thence N 31°16'11" E for a distance of 18.61' along the East line of the said First National Bank; thence N 70°45'44" W for a distance of 25.0' along the North line of the said First National Bank to the Southeast corner of the U.S. Postal Service as recorded in Deed Book 169 at Page 91 of the said Chancery Records of Madison County; thence N 32°29'48" E for a distance of 114.61' along the East line of the said U.S. Postal Service; thence S 70°34'15" E for a distance of 282.32' along the South line of that certain parcel which is recorded in Deed Book 29 at Page 478 of the said Chancery Records of Madison County to an Iron Pin; thence S 38°06'04" W for a distance of 186.735' along the Westerly line of that certain parcel which is described in Deed Book 123 at Page 152 of the said

Chancery Records to an Iron Pin; thence S 32°29'04" W for a distance of 162.70' along the Westerly line of that certain parcel which is described in Deed Book 126 at Page 372 of the said Chancery Records to an Iron Pin; thence S 0°36'56" E for a distance of 187.70' along a line which is 145.0' Westerly of and parallel to the West right of way line of North Wolcott Circle, being the Westerly line of those certain parcels which are described in Deed Book 126 at Page 372, Deed Book 146 at Page 813, and Deed Book 119 at Page 102 of the said Chancery Records to an Iron Pin; thence N 89°42'56" W for a distance of 40.0' along the Northerly line of that certain parcel which is described in Deed Book 112 at Page 149 of the said Chancery Records to an Iron Pin; thence S 0°36'56" E for a distance of 235.0' along a line which is 185.0' Westerly of and parallel' to the West right of way line of North Wolcott Circle, being the Westerly line of that certain parcel which is described in Deed Book 112 at page 149 of the said Chancery Records to an Iron Pin which marks the Southwest corner of that certain parcel which is recorded in Deed Book 112 at page 149 of the said Chancery Records to an Iron Pin which marks the Southwest corner of that certain parcel which is recorded in Deed Book 112 at page 149 of the said Chancery Records to Addison County; thence S 88°43'47" W for a distance of 461.01' along the North right of way line of Lake Harbour as it is presently laid out and improved; thence N 32°27'11" E for a distance of 410.0' along the Rorth line of the Grantee to the Northeast corner of the grantee; thence N 89°42'50" W for a distance of 250.0' along the North line of the said Easterly right of way line of U.S. Highway No. 51; thence N 32°27'11" E for a distance of 170.0' along the South Book 158 at Page 233 of the said Chancery Records of Madison County; thence N 32°27'11" E for a distance of 170.0' along the North line of the said Tucker property to the Northeast corner of the said Tucker property; to the Northeast corne

THIS CONVEYANCE, and the warranty thereof, is subject to the following:

- State of Mississippi, County of Madison and City of Ridgeland ad valorem taxes for the year 1985.
- Right-of-way and easement to American Telephone and Telegraph Company dated February 22, 1948, and recorded in Book 39 at page 164 in the records of the Chancery Clerk's office of Madison County, Mississippi.

'3 Existing public utilities of the City of Ridgeland in place on the above described property, including a ten-inch

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sanitary sewer line with manholes lying north and south along the eastern half of the said property and a water line lying along the western edge of said property.

4. Zonong and governmental regulations by the City of Ridgeland, Mississippi.

The property herein convoyed constitutes no part of the homestead of any of the Grantors.

THIS, the 25th day of Jelinary, 1985.

H. B. WOLCOTT

Blanche Lee Wolcott Patterson

SARAH WOLCOTT SAUCIER SAUCIER

GRANTORS

STATE OF MISSISSIPPI COUNTY OF Madison

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

of ________, 1985.

R.E. Matthews.

M. COMMISSION EXPIRES

STATE OF _ARKANSAS_ COUNTY OF GARLAND

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 25th day

STATE OF JOULAUM COUNTY OF Chilens

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _ , 1985.

COMMISSION EXPIRES: afdiath

Grantee: Kenneth F. Pritchard

Grantors: Wolcott C/O H. B. Wolcott P. O. Box 114' Ridgeland, Mississippi 39158 Route 3, Box 161 Canton, Mississippi 39046

OF MISSISSIPPI, County of Madison: ie day of . . . AP.R .26 .1985 . . . , 19. . . . , Book No. 20.4 on Page .655 . in By. M. Wright.

BOOK 204 FACE 659



CONVEYANCE BY GUARDIAN

. . Bit . . .

BY VIRTUE of the authority conferred on me, guardian of the estate of Laura Nell Wolcott, N.C.M., by the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the 22nd day of April, 1985, in Civil Action File No. 97,017 on the Docket of said Court, I, as guardian of said estate, in consideration of Fifty-three Thousand Five Hundred Forty-one and 87/100 Dollars (\$53,541.87), convey to KENNETH F. PRITCHARD, the purchaser thereof, the following described land, to wit:

A parcel of land situated in the SWI/4 of Section 30, T7N-R2E, City of Ridgeland, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Suppi, and being more particularly described by metes and bounds as follows:

Commence at the intersection of the South right of way line of Ford Street and the Easterly right of way line of U.S. Highway No. 51 as both are now laid out and improved, and run thence S 32°27'll" W for a distance of 800.15' along the said Easterly right of way line of U.S. Highway No. 51 to an Iron Pin which marks the Southwest corner of First National Bank as recorded in Deed Book 192 at Page 605 of the Chancery Records of Madison County at Canton, Mississippi, and also marks the POINT OF BEGINNING for the parcel herein described; thence 'S 57°15'20" E for a distance of 175.13' along the South edge of a concrete parking lot as laid out and improved on December 10, 1984, to an Iron Pin; thence N 31°20'49" E for a distance of 207.37' along the East edge of said concrete parking lot to the Northeast corner of the said concrete parking lot; thence N 56°56'48" W for a distance of 0.39' along the North edge of the said concrete parking lot; thence N 31°16'll" E for a distance of 18.61' along the East line of the said First National Bank; thence N 70°45'44" W for a distance of 25.0' along the North line of the said First National Bank; thence N 600 169 at Page 91 of the said Chancery Records of Madison County; thence N 32°29'48" E for a distance of 114.61' along the East line of the said U.S. Postal Service; thence S 70°34'15" E for a distance of 282.32' along the South line of that certain parcel which is recorded in Deed Book 29 at Page 478 of the said Chancery Records of Madison County to an Iron Pin; thence S 38°06'04" W for a distance of 186.735' along the Westerly line of that certain parcel which is described in Deed Book 123 at Page 152 of the said Chancery Records to an Iron.Pin; thence S 32°29'04" W for a distance of 162.70' along the Westerly line of that certain parcel which is described in Deed Book 126 at Page 372 of the said Chancery Records to an Iron Pin; thence S 0°36'56" E for a distance of 187.70'

along a line which is 145.0' Westerly of and parallel to the West right of way line of North Wolcott Circle, being the Westerly line of those certain parcels which are described in Deed Book 126 at Page 372. Deed Book 146 at Page 813, and Deed Book 119 at Page 102 of the said Chancery Records to an Iron Pin; thence N 89°42'56" W for a distance of 40.0' along the Northerly line of that certain parcel which is described in Deed 146 at Page 813, and Deed Book 119 at Page 102 of the said Chancery Records to an Iron Pin; thence N 89°42'56" W for a distance of 40.0' along the Northerly line of that certain parcel which is described in Deed Book 112 at Page 149 of the said Chancery Records to an Iron Pin; thence S 0°36'56" E for a distance of 255.0' along a line which is 185.0' Westerly of and parallel to the Westerly line of that certain parcel which is described in Deed Book 112 at page 149 of the said Chancery Records to an Iron Pin which marks the Southwest corner of that certain parcel which is recorded in Deed Book 112 at Page 149 of the said Chancery Records to an Iron Pin which marks the Southwest corner of that certain parcel which is recorded in Deed Book 112 at Page 149 of the said Chancery Records of Madison County; thence S 89°43'47" W for a distance of 461.01' along the North right of way line of Lake Harbour as it is presently laid out and improved; thence N 32°27'11" E for a distance of 410.0' along the East line of the grantee to the Northeast corner of the grantee; thence N 89°42'50" W for a distance of 250.0' along the North line of the grantee at the said Easterly right of way line of U.S. Highway No. 51; thence N 32°27'11" E for a distance of 4.06' along the said Easterly right of way line of U.S. Highway No. 51 to an Iron Pin; thence S 89°47'01" E for a distance of 170.0' along the South line of the Tucker property which is recorded in Deed Book 158 at Page 233 of the said Chancery Records of Madison County; thence N 32°27'11" E for a distance of 170.0' along the South line of the Said Tucker property; to the Northeast corner of the said Tucker property to the Northeast corner of the said Tucker property; thence N 89°47'01" W for a distance of 170.0' along the North line of the said Tucker property to the Northwest corner of the said Tucker property at the said Easterly right of way line of U.S. Highway No. 51; thence N 32°27'11" E for a distance of 175.75' along the said Easterly right of way line of U.S. Highway No.

WITNESS MY SIGNATURE, the 33rd day of 1011, A.D.

1985.

MRS. VERDUE EDDLEMAN,
Guardian of the Estate of
Laura Nell Wolcott, N.C.M.

STATE OF Missiosippi

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MRS. VERDUE EDDLEMAN, Guardian of the Estate of Laura Nell Wolcott, N.C.M., who stated and acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated.

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

06. uCBA (0. 1985.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)

Grantor: c/o Mr. C. A. Henley, Jr. Attorney at Law 108 South President Street Jackson, Mississippi 39201 Grantee: Mr. Kenneth F. Pritchard Route 3, Box 161 Canton, Mississippi 39046

STATE OF MISSISSIPPI, County of Madison:

Madison:

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Madison:

Madiso

BOOK 204 PAGE 662

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



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xes thereon for the year 192.5, do hereby release said iand from all	-t-t-mid-eff	on on this	the 2	day 6
IN WITNESS WHEREOF, I have hereunto set my signature and the se	at of Said Oil	Ce on ma		/,
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White Minister Streets

VARRANTY DEED

MONEY CO-Men-

For a valuable consideration not necessary here to mention cash in hand paid to the grantor by the grantee herein, the receipt and sufficiency of which are hereby acknowledged, I, SISTER THEA BOWMAN, unmarried, do hereby convey and warrant unto GREGORY C. COLEMAN, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

A lot or parcel of land fronting 61 feet on the south side of Hill Street in Canton, Madison County, Mississippi, more particularly described as beginning at a point on the south line of Hill Street that is South 88 degrees 22 minutes East 296 feet along the south line of Hill Street from its intersection with the east line of South Liberty Street, and from said point of BEGINNING run South 88 degrees 22 minutes East along the south line of Hill Street for 61 feet; thence run South 01 degree 38 minutes West for 159.9 feet, thence run North 88 degrees 22 minutes West for 59.3 feet, thence run North 01 degree 01 minute East for 159.9 reet to the point of beginning.

This conveyance is executed subject to: .

- (1) Zoning Ordinances and/or Governmental Regulations which may pertain to the above described property.
- (2) Ad valorem taxes for the year 1985 which shall be paid by grantee when due.
- (3) Exception of such oil, gas, and mineral rights as may now be outstanding of record, if any.

WITNESS my signature this 23rd day of April, 1985.

Late The Bowner Sister Thea Bowman

STATE OF MISSISSIPPI COUNTY OF MADISON

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

Given under my hand and official seal this the day of Notary Public

(SEAL)

My commission expires: Marcher 14 1917

Address of Grantor: 136 Hill Street, Canton, Mississippi 39046
Address of Grantee: 126 Hill Street, Canton, Mississippi 39046

STATE PF MISSISSIPPI, County of Madison:

apper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed report of the Chancery Court of Said County, certify that the within instrument was filed report of the Chancery Court of Said County, certify that the within instrument was filed report of the chancery Court of Said County, certify that the within instrument was filed report of the chancery Court of Said County, certify that the within instrument was filed report of the chancery Court of Said County, certify that the within instrument was filed report of the chancery Court of Said County, certify that the within instrument was filed report of the chancery Court of Said County, certify that the within instrument was filed report of the chancery Court of Said County, certify that the within instrument was filed report of the chancery Court of Said County, certify that the within instrument was filed report of the chancery Court of Said County, certify that the within instrument was filed report of the chancery Court of Said County, certify that the within instrument was filed report of the chancery Court of Said County, certify that the within instrument was filed report of the chancery County of Said County, certify that the within instrument was filed report of the chancery County of Said County, certify that the within instrument was filed report of the chancery County of Said County, certify that the within instrument was filed report of the chancery County of Said County, certify that the within instrument was filed county of Said County, certify that the within instrument was filed county of Said County, certify that the within instrument was filed county of Said County, certify that the within instrument was filed county of Said Count

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INDEXED

EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, J. D. RANKIN and JANE B. RANKIN, do hereby sell, convey and grant unto JERRY BURNS an easement, lying and being situated in Madison County, Mississippi, to-wit:

An easement measuring 2 feet in width adjacent to the West line of Lot 148, Deerfield subdivision, Part 1, with the East line of the easement being the West line of said Lot 148.

This easement being granted for the purpose of permitting the residence located on Lot 148 and the eave of the roof of said residence to overhang onto said easement as an encroachment.

WITNESS our signature on this the / "day of April,

Jane B. Kank

STATE OF MISSISSIPPI COUNTY OF MADISON

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

of April, 1985.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this / day

Off April, 1985.

On law are public

My Commission expires:
My Commission Expires January 4 1988

STATE OF MISSISSIPPI, County of Madison:

Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed the cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed the cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed the cooper, clerk of the Chancery Court of Said County, certify that the within instrument was filed the cooper, clerk of the Chancery Court of Said County, certify that the within instrument was filed the cooper, clerk of the Chancery Court of Said County, certify that the within instrument was filed the cooper, clerk of the Chancery Court of Said County, certify that the within instrument was filed the cooper, clerk of the Chancery Court of Said County, certify that the within instrument was filed the cooper, clerk of the Chancery Court of Said County, certify that the within instrument was filed the cooper, clerk of the Chancery Court of Said County, certify that the within instrument was filed the cooper, clerk of the chancery Court of Said County, certify that the within instrument was filed the cooper, clerk of the chancery Court of Said County, certify that the within instrument was filed to cooper, clerk of the chancery Court of Said County, certify that the within instrument was filed to cooper, clerk of the chancery County of Said County, at 7, 200 clock of the chancery County of Said County, certify that the within instrument was filed to cooper, clerk of the chancery County of Said County, certify that the within instrument was filed to cooper, clerk of the chancery County of Said County, certify that the within instrument was filed to cooper, clerk of the chancery County of Said Count

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BOOK 204 PMF 665

A hall steam aspiller

CONSENT

Record and return to:

Rosenman Colin Freund Lewis & Cohen . 575 Madison Avenue New York, N. Y. 10022 Attn: Holly Nacht, Esg.

3149

CONSENT made as of this 14th day of February, 1985, by THE FIRST NATIONAL BANK OF CHICAGO ("Bank"), a national banking association, having an office at One First National Plaza, Chicago, Illinois 60670 for the benefit of RIDGELAND ASSOCIATES ("Ridgeland"), a New York limited partnership, having its principal office at c/o Cadillac Fairview Shopping Centers (U.S.) Limited, One North Broadway, White Plains, New York 10601.

WITNESSETH:

WHEREAS Ridgeland is indebted to the Bank in the principal amount of \$3,200,000, which indebtedness is evidenced by a promissory note ("Note"), dated October 21, 1983;

WHEREAS to secure the indebtedness evidenced by the Note the Bank caused Ridgeland to enter into a land deed of trust ("Deed of Trust") for the benefit of the Bank with respect to certain land in the City of Ridgeland, County of Madison, State of Mississippi ("Entire Site"), which Deed of Trust, dated October 21, 1983, was recorded in the Official Records of Madison County Mississippi in Book 521 at Page 629;

.:

BOOK 204 ENGE 666

WHEREAS Ridgeland desires to sell and convey a portion of the Entire Site, known as Out-Parcel No. 8, to William Anthony Koby, Trustee ("Purchaser"), which sale and conveyance will be evidenced by the Warranty Deed ("Deed"), dated as of February 14, 1985, from Ridgeland to Purchaser, which Deed is annexed hereto as Exhibit 1;

WHEREAS the Bank has agreed to release the lien of its Deed of Trust from Out-Parcel No. 8; and

whereas Ridgeland desires to convey to Purchaser an easement for the benefit of Out-Parcel No. 8 in, on, under, over, through and across a certain parcel of land comprising a portion of the Entire Site which is subject to the lien of the Deed of Trust and the Bank desires to consent to the granting of such easement.

NOW, THEREFORE, for value received, the undersigned, THE FIRST NATIONAL BANK OF CHICAGO, acting by and through its duly authorized officers consents to and agrees to be bound by the terms and provisions of the easement granted to Purchaser by Ridgeland pursuant to the Deed, in, on, under, over, through and across that certain parcel of land shown cross-hatched on the plot plan annexed to the Deed as Exhibit B.

BOOK 204 FAGE 667

WITNESS OUR SIGNATURES, as of this 14th day of February, 1985.

E The State Areas

THE FIRST NATIONAL BANK OF CHICAGO

By: H. Flower Durco

Title: Accet Vice Propide +

Attest: Barres (10)

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800K 204 FAST 668

STATE OF ILLINOIS

COUNTY OF COOK

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, State Dunce and B. State I who as Vice President and AND of The First National Bank of Chicago, a national banking association, acknowledged that for and on behalf of said association, they signed and delivered the above and foregoing Consent on the day and year therein written as the act and deed of said association, being first duly authorized so to do.

GIVEN under my hand and notarial seal, this the 4 day of Belle I Ananks NOTARY PUBLIC

My commission expires: .

BELLE G. FRANKS Notary Public in and for the State of Texas My Commission Expires: August 16, 1988

Page 4

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WARRANTY DEED

BOOK 204 --- 659

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, RIDGELAND ASSOCIATES ("Grantor"), a New York limited partnership, having its principal office at c/o Cadillac Fairview Shopping Centers (U.S.) Limited, One North Broadway, White Plains, New York 10601, does hereby sell, convey and warrant unto WILLIAM ANTHONY KOBY, TRUSTEE ("Grantee"), having an office at Greenwood, Koby, Olds, Pinson & Bussey, 1900 American General Tower, 2727 Allen Parkway, Houston, Texas 77019, the land and property lying and being situated in Madison County, State of Mississippi ("Premises"), more particularly bounded and described as follows:

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West, 1300.27 feet to the intersection of the existing eastern right-of-way of Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds West, 205.22 feet; South 30 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Line Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, 276.19 feet; South 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, 649.99 feet to the Southwest corner of and the point of beginning for the property herein described:

Leaving said proposed new northern right-of-way line of County Line Road and from the point of beginning, run along the back side of a curb the following courses: Run northerly, clockwise along the arc of a curve, 58.28 feet to the point of tangency, said curve having a central angle of 60 degrees 42 minutes 40 seconds and a chord bearing and distance of North 30 degrees 24 minutes 22 seconds West, 55.59 feet; run thence North 00 degrees 03 minutes 00 seconds West, 147.98 feet to the beginning of a curve; run thence northeasterly, clockwise along the arc of a curve, 35.23 feet to a point on a reverse curve, said curve having a central angle of 68 degrees 26 minutes 01 seconds and a chord bearing and distance of North 34 degrees 09 minutes 39 seconds East, 33.18 feet; run thence northeasterly, counterclockwise along the arc of said curve 80.60 feet to a point, said curve having a central angle of 23 degrees 23 minutes 01 seconds and a chord bearing and distance of North 56 degrees 41 minutes 35 seconds East, 80.05 feet; leaving said back side of a curve, run thence South 45 degrees 00 minutes 00 seconds East, 7.00 feet to a point on a curve; run thence southeasterly, counterclockwise along the arc of said curve 113.15 feet to the point of tangency, said curve having a central angle of 135 degrees 03 minutes 48 seconds and a chord bearing and distance of South 22 degrees 31 minutes 30 seconds East, 88.71 feet; run thence North 89 degrees 57 minutes 00 seconds East, 112.30 feet to a point; run thence North 87 degrees 03 minutes 31 seconds West, along said proposed new northern right-of-way line, 118.46 feet to a point; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 118.46 feet to a point; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 118.46 feet to a point; run thence South 89 degrees 56 minutes 20 seconds West, along said proposed new northern right-of-way line, 118.46 feet to a point; run th

EXHIBIT 1

BOOK 204 FACE 670

Together with a perpetual, non-exclusive easement ("Road Easement"), for access, ingress and egress in, on, under, over, through and across a certain parcel of land, which is described on Exhibit A annexed hereto and made a part hereof ("Burden Parcel"), which Burden Parcel is designated on the Plot Plan annexed hereto and made a part hereof as Exhibit B, and which comprises a portion of that certain parcel of land ("Entire Site") more particularly described on Exhibit C annexed hereto and made a part hereof, upon which it is contemnexed hereto and made a part hereof, upon which it is contemplated there will be developed a regional shopping center plated there will be developed a regional shopping Center ("Northpark Shopping Center"), which Road Easement shall be for the purpose of (a) ter"), which Road Easement shall be for the purpose of (a) maintaining, repairing and replacing that portion of the maintaining, repairing and replacing that portion of the (but only at such time as all of the land contiguous to the (but only at such time as all of the land contiguous to the Road Easement has been sold by Grantor), at its sole cost and expense, except as hereinafter provided, on the land encumbered by the Road Easement (such road, together with the paved road which will be constructed and installed on the land encumbered by the Access Easement (as hereinafter deland encumbered encumbered encumbered paved road which will be constructed and installed on the land encumbered by the Access Easement (as hereinafter defined) being hereinafter referred to as "Access Road D") and fined) being hereinafter referred to as "Access Road D") and pedes-(b) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises, County Line Road and the trian access, between the Premises, County Line Road and the trian access, between the Premises, County Line Road Ease-Ring Road (as designated on the Plot Plan) which Road Ease-Ring Road (as designated on the Plot Plan) which Road Ease-Binding upon all parties having any right, title or interest binding upon all parties having any right, title or interest in and to the Burden Parcel, their nand to the whole, or any part, of right, title or interest in and to the whole, or any part, of right, title or interest in and to the whole, or any part, of right, title or interest in and to the benefit of the strued as creating any rights in or for the benefit of the strued as creating any rights in or for the benefit of the strued as creating any rights in or for the benefit of the strued as creating any rights in or for the benefit of the strued as creating any rights in or for the benefit of the strued as creating any rights in or for the benefit of the strued as creating any rights in or for the benefit of the strued as creating any rights in or for the benefit of the strued as creating any rights in or for the benefit of the strued as creating any rights in or for the benefit of the strued as creating any rights in or for the benefit of the strued as creating or accessary or desirable, due to a condemnation or a change or necessary or desirable, due to a condemnation or a change or necessary or desirable, due to a condemnation or a change or necessary or desirable, due to a condemnation or a change or necessary or desirable, due to a condemnation or a change or necessary or desirable, due to a condemnation or a change or necessary or desirable, due to a condem which Grantor, in Grantor's sole discretion, has granted, or will in the future grant, the right to use, and have direct will in the future grant, the right to use, and have direct access to, Access Road D (such parcels of land being herein-access to, Access Road D (such parcels Benefit Parcels" after collectively referred to as "Access Benefit and Grantee together with the owners of the Access Benefit and Grantee together with the owners of the Access Benefit and Grantee together with the owners of the Access Road Beneficiaries") to maintain, repair and replace Access Road Beneficiaries") to maintain, repair and replacement (collectively, D, such maintenance, repair and replacement (collectively, "Road Work") to be of a standard at least equal to that provided for the balance of Northpark Shopping Center. The expense of the Road Work shall be apportioned equally among The state of the s

BOOK 204 FACE 671

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

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

- 1. State of facts shown on the survey prepared and certified by Joe A. Waggoner, Civil Engineer, dated November 10, 1983 and last revised November 1, 1984.
- 2. Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Associates, D.H. Holmes Company, Limited and McRae's, Inc., dated as of March 16, 1983, and recorded in Book 186 at Page 295 of the Records of Madison County, Mississippi, except that the term "Developer Site" as used in Section 17.2 thereof shall not include the Premises conveyed herein.
- 3. Supplement to Construction, Operation and Reciprocal Easement Agreement, by Ridgeland Associates, dated May 5, 1983, and recorded in Book 187 at Page 269, of the Records of Madison County, Mississippi.
- 4. First Amendment to Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Associates, D.H. Holmes Company, Limited and McRae's, Inc., dated as of September 26, 1983 and recorded in Book 521 at Page 324 of the Records of Madison County, Mississippi.
- 5. Second Amendment to Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Associates, D.H. Holmes Company, Limited, McRae's, Inc., J.C. Penney Company; Inc. and J.C. Penney Properties, Inc., dated as of November 28, 1983 and recorded in Book 526 at Page 145 of the records of Madison County, Mississippi.
 - 6. Third Amendment to Construction, Operation and Reciprocal Easement Agreement, by and among Ridgeland Associates, D.H. Holmes Company, Limited, McRae's, Inc., J.C. Penney Company, Inc. and J.C. Penney Properties, Inc., dated as of September 14, 1984 and recorded in Book 200 at Page 641 of the Records of Madison County, Mississippi (the Construction, Operation and Reciprocal Easement Agreement, as so sup-

CF/WarrantyDeed/01 · EN/do -- C3/20/85

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plemented and amended, is hereinafter collectively referred to as the "COREA").

- 7. Declaration of Covenants, made by Ridgeland Associates, dated as of November 28, 1983 and recorded in Book 526 at Page 173 of the records of Madison County, Mississippi; provided, however, that the provisions of Paragraph 4 thereunder (which relate to two buffer strips) shall not be applicable to Access Road D.
- 8. Amended and Restated Declaration of Covenants, made by Ridgeland Associates, dated as of September 14, 1984 and recorded in Book 546 at Page 210 of the Records of Madison County, Mississippi.
- 9. Declaration, made by Ridgeland Associates, dated as of November 26, 1983 and recorded in Book 526 at Page 194 of the records of Madison County, Mississippi.
- 10. Amendment to Declaration, made by Ridgeland Associates, dated as of September 14, 1984 and recorded in Book 546 at Page 249 of the Records of Madison County, Mississippi.
- 11. Declaration of Easements, made by Ridgeland Associates, dated as of September 14, 1984 and recorded in Book 201 at Page 95 of the Records of Madison County, Mississippi.
- 12. Right-of-Way Instrument, made by Ridgeland Associates, dated as of September 14, 1984 and recorded in Book 200 at Page 679 of the Records of Madison County, Mississippi.
- Covenants and Restrictions annexed hereto and made a part hereof as Exhibit D.
- 14. Grantor's reservation hereby of the following easements in, on, under, over, through and across the Premises:
- (a) a temporary construction easement ("Construction Easement"), for the benefit of Grantor, its successors and assigns and its and their respective agents, contractors, designees, servants and employees, to enter upon the Premises for the purpose of facilitating the construction of Northpark Shopping Center (including, without limitation, the widening, construction and paving of the roadway adjacent or proximate to the Premises known as County Line Road, which Construction Easement shall terminate upon the latter of the completion, in full, of (i) the construction of Northpark Shopping Center or (ii) the widening, construction and paving of said County Line Road, but in any event, not later than April 1, 1985; and and
- (b) a perpetual utility easement ("Utility Easement"), for the benefit of the Entire Site, for the purpose of installing, maintaining, using, repairing and replacing utility lines underground and within the Premises, including, but not limited to, water, gas, telephone, electric, storm sewer and sanitary sewer lines and other facilities and equipment, which Utility Easement shall (i) run with and

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

- (c) A perpetual sign easement ("Sign Easement"), as designated on Exhibit B hereto, together with the right of ingress and egress to and from the Sign Easement for the passage of vehicles, equipment and personnel with respect to utilization of the Sign Easement (such right of ingress and egress being hereinafter referred to as "I and E Rights"), for the benefit of Grantor, its successors and assigns and its and their respective agents, contractors, designees, servants and employees, for the purpose of installing, maintaining, using, repairing and replacing a pylon sign on, under and above the land encumbered by the Sign Easement which Sign Easement and I and E Rights shall (i) run with and encumber the Premises and be binding upon all parties having any right, title or interest in the whole, or any part, of the Premises, their respective heirs, successors and assigns, forever and (ii) insert to the benefit of Grantor, and Grantor's heirs, successors and assigns, forever. Grantor reserves the right to relocate the Sign Easement to such place on the Premises as it shall designate; provided, however, on the Premises as it shall designate; provided, however, ably interfere with the conduct of Grantee's business.
- non-exclusive access easement ("Access Easement"), for access, ingress and egress in, on, under, over, through and across that certain parcel of land which is described on Exhibit E annexed hereto and made a part hereof and is designated on the Plot Plan annexed as Exhibit B hereto, for the benefit of (a) Grantor, its successors and assigns and its and their respective agents, contractors, designees, servants and employees, for the purpose of (i) constructing, installing, maintaining, repairing and replacing a paved road over the land encumbered by Access Easement (but only at such time as all of the land contiguous to the Access Easement has been sold by Grantor), and (ii) vehicular (for passenger vehicles and trucks) and pedestrian access, between the Premises, and replacing that portion of Access Road D which is located on the Premises and situated on the land encumbered by the Access Easement, and (ii) vehicular (for passenger vehicles Access Easement, and (ii) vehicular (for passenger vehicles Access Easement, and (ii) vehicular (for passenger vehicles Access Easement, and (ii) vehicular (for passenger vehicles Access Easement, and ii) vehicular (for passenger vehicles Access Easement, and ii) vehicular (for passenger vehicles Access Easement, and ii) vehicular (for passenger vehicles Access Easement, and iii) vehicular (for passenger vehicles and replacing that portion of Access Easement iii vehicular (for passenger

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

IN WITNESS WHEREOF, the undersigned has caused this

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

RIDGELAND ASSOCIATES

CF Jackson Associates, General Partner

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

> > By: President

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

BY: WILLIAM ANTHONY KOBY, TRUSTEE.

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Real Estate

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in. STATE OF NEW YORK

ss.:

COUNTY OF

I HEREBY CERTIFY that on this ______ day of January, 1985, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared to me known to be the person described in and who executed the foregoing instrument as President of CADILLAC FAIRVIEW SHOPPING CENTER PROPERTIES (MISSISSIPPI) INC., acting in its capacity as general partner of CF Jackson Associates, a general partnership, acting in its capacity as general partner of Ridgeland Associates, a limited partnership, and he acknowledged before me that he signed, executed and delivered the same as such officer in such capacity on the day and year therein mentioned. the day and year therein mentioned.

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

Notary Public

My Commission expires on

STATE OF

ss.:

COUNTY OF

_:"

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

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

Notary Public .

My Commission expires on

Address of Grantor is:

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

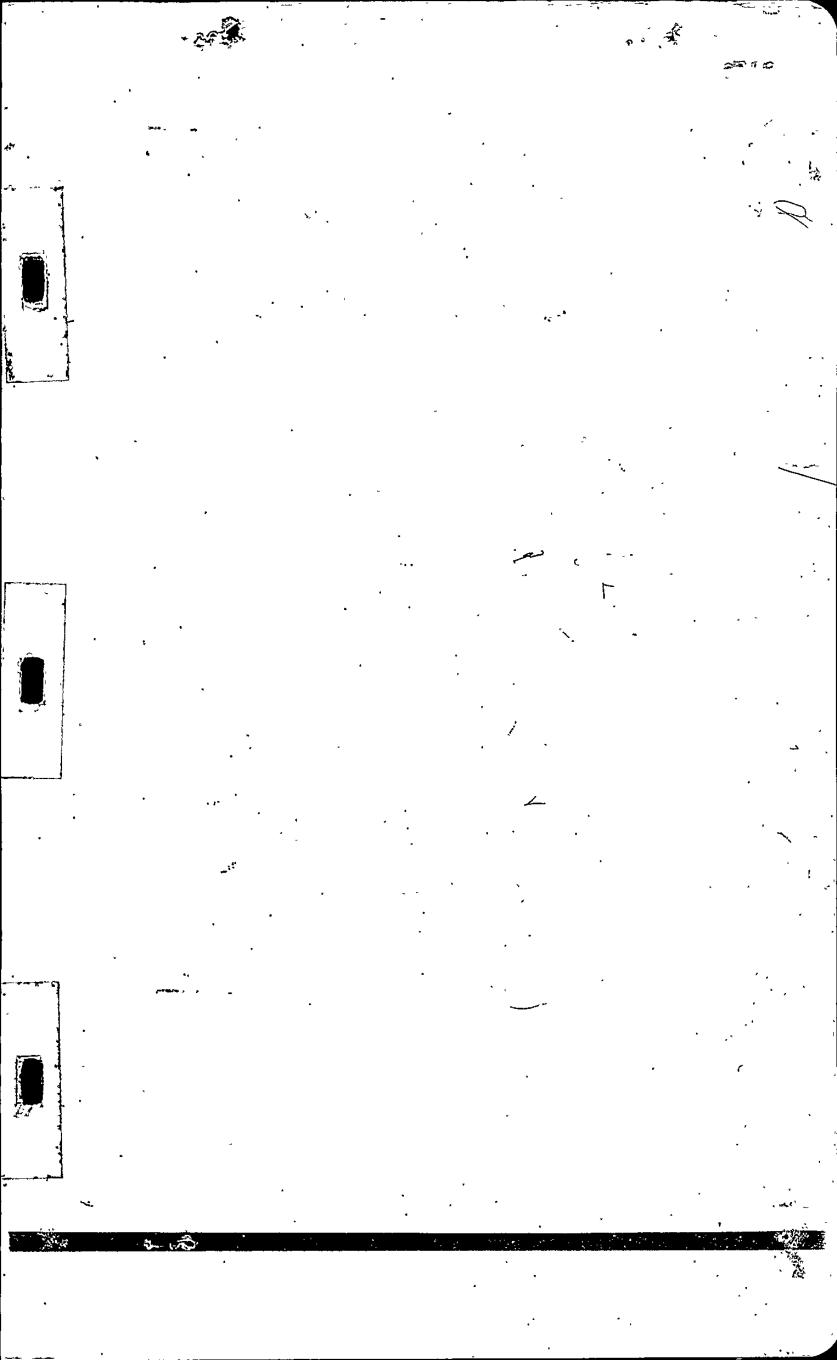
Address of Grantee is:

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

EXHIBIT A to WARRANTY DEED LEGAL DESCRIPTION OF THE BURDEN PARCEDOK 204 141:676

Commence at the Northeast Corner, as marked by an iron pin, of Iot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an North 00 degrees 03 minutes 00 seconds West, 327.26 feet to an iron pin; run thence South 89 degrees 47 minutes 32 seconds West iron pin; run thence South 89 degrees 47 minutes 32 seconds West into pin; run thence South 25 seconds Into pin; run thence way line of Wheatley Street with the proposed new eastern right-of-way line of said Wheatley Street, as marked by an iron pin; run thence along said proposed new eastern right-of-way line the following courses: South 08 degrees 55 minutes 09: seconds East, 153.10 feet; South 00 degrees 08 minutes 51 seconds West, 295.00 feet; South 00 degrees 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds 43 seconds East, 100.72 feet; South 00 degrees 08 minutes 51 seconds East, 255.97 feet; South 00 degrees 42 minutes 54 seconds East, 426.60 feet to a point on the proposed new northern right-of-way line of County Inne Road; run thence along said proposed new northern right-of-way line the following courses: South 44 degrees 57 minutes 44 seconds East, 57.31 feet; South 89 degrees 12 minutes 35 seconds East, 85.65 feet; North 89 degrees 56 minutes 20 seconds East, North 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 89 degrees 36 minutes 11 seconds East, 250.53 feet; North 89 degrees 56 minutes 20 seconds East, North 89 degrees 56 minutes 20 seconds East, North 89 degrees 56 minutes 20 seconds East, North 89 degrees 56 minutes 20 seconds East, North 89 degrees 56 minutes 20 seconds East, North 89 degrees 46 minutes 31 seconds East, 118.46 feet to the Southwest comer of and the Point of Eeginning for the property herein described:

Leaving said proposed new Northern right-of-way line of County
Line Road and from the Point of Beginning, run North 00 degrees 03
minutes 00 seconds West, 185.05 feet to a point; run thence North 89
degrees 57 minutes 00 seconds East, 13.00 feet to a point; run thence
South 00 degrees 03 minutes 00 seconds East, 158.93 feet to the beginning of a curve; run thence southerly, counterclockwise along the
arc of said curve, 31.07 feet to a point on the aforesaid proposed
arc of said curve, 31.07 feet to a point on the aforesaid proposed
new northern right-of-way line of County Line Road, said curve having
a central angle of 50 degrees 51 minutes 19 seconds and a chord bearing
and distance of South 25 degrees 28 minutes 40 seconds East, 30.06
feet; run thence North 87 degrees 46 minutes 31 seconds West, 25.93
feet to the Point of Beginning, situated in the Southeast one-quarter
(SE 4) of Section 31, Township 7 North, Range 2 East, Ridgeland,
Madison County, Mississippi.



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Real Estate

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EXHIBIT C to WARRANTY DEED

LEGAL DESCRIPTION OF THE ENTIRE SITE

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

Mississippi, and more particularly described as follows:

Beginning at an iron pin marking the Northeast corner of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run thence North 89 degrees 56 minutes 57 seconds East, and run thence North 89 degrees 56 minutes 57 seconds East, l289.03 feet to a point; run thence South 00 degrees 23 minutes 03 seconds East, 420.05 feet; run thence North 89 degrees 58 minutes 37 seconds West, 832.79 feet; run thence South 00 degrees 02 minutes 30 seconds West, 1531.30 feet; run thence South 89 degrees 56 minutes 20 seconds West, 27.44 feet; run thence North 87 degrees 46 minutes 31 seconds West, 300.86 feet; run thence South 89 degrees 56 minutes 20 seconds West, 739.38 feet; run thence North 89 degrees 36 minutes 11 seconds West, 250.53 feet; run thence South 89 degrees 56 minutes 20 seconds West, 276.19 feet; run thence North 89 degrees 57 minutes 44 seconds West, 57.31 feet; run thence North 44 degrees 57 minutes 44 seconds West, 57.31 feet; run thence North 00 degrees 42 minutes 54 seconds West, 426.60 feet; run thence North 30 degrees 42 minutes 54 seconds West, 25.97 feet; run thence North 00 degrees 08 minutes, 51 seconds East, 205.22 feet; run thence North 06 degrees 41 minutes 43 seconds West, 100.72 feet; run thence North 00 degrees 08 minutes 51 seconds East, 150.16 feet; run thence North 00 degrees 08 minutes 51 seconds East, 150.16 feet; run thence North 00 degrees 58 minutes 51 seconds East, 150.16 feet; run thence North 00 degrees 58 minutes 51 seconds East, 150.16 feet; run thence North 00 degrees 08 minutes 51 seconds East, 150.16 feet; run thence North 00 degrees 08 minutes 51 seconds East, 150.16 feet; run thence North 00 degrees 08 minutes 51 seconds East, 150.16 feet; run thence North 00 degrees 55 minutes 09 seconds West, 153.10 feet; run thence North 89 degrees 47 minutes 32 seconds East, 1300.27 feet; run thence Sout

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EXHIBIT D to WARRANTY DEED

COVENANTS AND RESTRICTIONS

Right of First Refusal.

- (a) In the event Grantee desires to sell, lease, transfer or convey all or any portion of its right, title or interest in and to the Premises, Grantee must first give written notice (hereinafter referred to as the "Notice") to Grantor that Grantee has received a bona fide written offer to purchase said interest at a specified purchase price together with a ten (10%) percent cash deposit thereunder, and Grantee must include with the Notice a copy of such bona fide written offer together with a photocopy of the check representing the deposit thereunder. Grantor shall have an option, for a period of thirty (30) days from and after the date of receipt of the Notice, to agree to acquire any such interest upon the same terms and conditions as are contained in the bona fide written offer accompanying the Notice. In the event that Grantor shall fail to agree to acquire any such interest within said thirty (30) day period, then Grantee may consummate the bona fide offer within the later of (i) ninety (90) days thereafter or (ii) the date or dates of closing provided for in the bona fide offer. In the event Grantee shall not so consummate said bona fide offer within such time period, any subsequent transfer by Grantee of any such interest shall be subject to the provisions of this Subparagraph (a). Subparagraph (a).
- (b) Notwithstanding the foregoing, the provisions of Subparagraph (a) shall not be construed (i) so as to prevent or limit Grantee from mortgaging or pledging Grantee's right, title and interest in and to the Premises, (ii) to apply to leases or occupancy agreements covering less than 25% of the acreage of the Premises and/or less than 25% of the floor area of any improvements located on the Premises, (iii) to apply to a sale, transfer or conveyance to Grantee's franchisor, or (iv) to apply to a sale, transfer or conveyance to a limited partnership of which Grantee is the general partner.

Prohibited Uses.

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

- (i) commercial laundry plants, veterinary hospitals, mortuaries or similar service establishments, or garages for the storage or undertaking of automobile assembly, storage, rebuilding, or demolition yards; provided, however, that service stations shall be permitted;
 - (ii) sale or display of pornographic material or the operation of any pornographic business including massage parlors, theaters displaying pornographic pictures or film or bookstores dealing primarily in pornographic materials;
 - (iii) any activity causing (1) any obnoxious odor, (2)

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

- (iv) any warehouse (but any area for the storage of goods intended to be sold at any retail establishment located on the Premises shall not be deemed to be a warehouse), assembly, manufacture, distillation, refining, smelting, agriculture or mining operations;
- (v) any mobile home or trailer court, labor camp, junk yard, stockyard or animal raising facility; notwithstanding the foregoing, pet shops may be located on the Premises, provided such shops shall be so conducted that there shall be no violation of the other prohibitions of this Paragraph 2 by reason of the operation of such shops; or
- (vi) any dumping, incineration or reduction of garbage and refuse; except that normal garbage disposal activity and facilities shall be permitted.

Parking.

- (a) The Premises shall contain paved parking and access lanes for automobiles of any executives, employees, customers and invitees of any business located thereon together with all vehicles used in any such businesses and shall also conform to the requirements, regulations, ordinances and rules of all applicable state, county and municipal governmental authorities having jurisdiction. Paving specifications (i.e., materials, appearance, quality and the like) shall conform to those used in other parking areas throughout the balance of Northpark Shopping Center.
- (b) Notwithstanding the foregoing, the following minimum parking ratios shall be maintained on the Premises by all grantees thereof:
 - (i) For general retail space, at least one car space for each 200 square feet of gross leasable area.
 - (ii) For theaters, at least one car space for each 4 seats.
 - (iii) For general office space, at least one car space for each 300 square feet of gross leasable
 - (iv) For restaurants, at least one car space for each 4 seats.
 - (c) No parking structure will be permitted without the prior written approval of Grantor.

4. Building Aesthetics.

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

on the Premises must be approved by Grantor. Any and all buildings constructed on the Premises shall be of first-class structure, workmanship and materials and shall be harmonious with the quality of the buildings comprising the balance of Northpark Shopping Center.

Planning Requirements.

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

Maintenance and Self Help.

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

Cost of Maintenance of the Roads.

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

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Grantor shall at no time be reduced. In the event that CPI-AUC ceases to use a 1967 base rate of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in CPI-AUC, then CPI-AUC shall be adjusted to the figure that would have been arrived at had the manner of computing CPI-AUC in effect on the date hereof not been altered. If CPI-AUC is not available the term "Index" shall mean (i) a successor or substitute index to CPI-AUC, appropriately adjusted; or (ii) if such a successor or substitute index is not available or may not lawfully be used for the purposes herein stated, a reliable governmental or other non-partisan publication, selected by Grantor and approved by Grantee (which approval shall not be unreasonably withheld or delayed), evaluating the information theretofore used in determining CPI-AUC. For the purpose of these Covenants and Restrictions the term "Base Date" shall refer to the date on which the Index is published, which is closest to the date immediately preceding the opening of Northpark Shopping Center or the sale of the Premises, whichever is later. Any amount due hereunder from Grantee to Grantor, be deemed to constitute a lien against the Premises subordinate to all existing liens and encumbrances, including, but not limited to, leases and mortgages then thereon. Grantee, at the request of Grantor, shall execute such instruments as Grantor deems necessary to confirm and record the existence of said lien, or in default of the execution of such instrument, Grantor is hereby irrevocably appointed as Grantee's attorney in fact (coupled with an interest) to execute the same on behalf of Grantee. Upon the satisfaction of such obligation, Grantor shall forthwith cause its removal from the record or record an appropriate instrument of satisfaction. satisfaction.

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

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

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

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SCHEDULE 1 TO EXHIBIT D

PLANNING REQUIREMENTS

The Review Process.

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

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

Within a reasonable period of time after the date each submission shall have been received by Grantor for its approval, Grantor shall give notice to Site-developer, in writing, of its approval or disapproval thereof, specifying in ing, of its approval or disapproval thereof, specifying in the latter event its reasons therefor. Grantor's right to the latter event its reasons therefor and that has been Site-developer's failure to include information that has been sequested by Grantor in these Planning Requirements, (ii) requested by Grantor in these Planning Requirements, in Grantopiections to the design of general massing, color, materials objections to the design of general massing, color, materials or site development of any proposed Project which, in Grantor's sole opinion, are incompatible with the existing structures on the balance of Northpark Shopping Center, (iii) tures on the balance of Northpark Shopping Center alandscape plan which, in Grantor's sole failure to provide a landscape plan which, in Grantor's sole opinion, is consistent with the quality of the balance of Northpark Shopping Center. Northpark Shopping Center.

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

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

BOOK 204 11 684

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

Within a reasonable period of time after the Final Plans have been received by Grantor, Grantor shall give notice to Site-developer, in writing, of its approval or disapproval such approval shall not be unreasonably withheld, and the such approval shall not be unreasonably withheld, and the matters not disclosed by or included in the Preliminary Plans or do not meet the requirements of the herein. Site-developer, within ten (10) working days after take to amend and modify the Final Plans so as to conform to the requirements set forth receipt of a notice of disapproval as aforesaid, will undertake to amend and modify the Final Plans so as to conform to the requirements set forth herein, and, upon completion its written approval. Within a reasonable period of time Grantor for its approval, Grantor shall give notice to Site-of.

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

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

If, after approval of the Final Plans, as herein provided, Site-developer desires to materially modify or change the Final Plans as they relate to the Project, Site-developer shall submit two complete copies of such proposed changes ("Proposed Changes") and one complete set of sepia reproducibles to Grantor for its approval. Within a reasonable period of time after the Proposed Changes have been received by Grantor for approval, Grantor shall give notice to Siteof time after the Proposed Changes have been received by Grantor for approval, Grantor shall give notice to Site-of, specifying in the latter event its reasons therefor. Such approval shall not be unreasonably withheld and the matters which do not meet the requirements set forth herein. The Site-developer, within ten (10) working days after receipt of a notice of disapproval as aforesaid, will undertake to amend and modify the Proposed Changes so as to conform to the requirements set forth herein. The requirements set forth herein, the requirements set forth herein. The site-developer, within ten (10) working days after reto amend and modify the Proposed Changes so as to conform to the requirements set forth herein, and, upon completion for its written approval. Within a reasonable period of time after the date such resubmission shall have been received by Grantor for its approval, Grantor shall give notice to Site-Grantor for its approval, Grantor shall give notice to SiteBOOK 204 : NGE 685

developer, in writing, of its approval or disapproval thereof.

B. Preliminary Plan Requirements

Preliminary Plan submissions shall include the following:

- 1. A site plan at 1:00 scale, with grading, showing the building pad with all site improvements and landscaping, including the relationship of the building to on-grade parking. The site plan should also indicate grading of the site, the location of all exterior lighting and site lighting, pedestrian and vehicular circulation, parking layout and numbers and proposed storm drainage, as well as the quantity, type and location of all ground cover materials to be utilized in the landscaped areas.
- Architectural drawings of the building at 1/8" = 1'0" scale, showing typical floor plans, structural grids, elevations, massing and proposed finishes.
- 3. Plans and elevations showing all proposed exterior signage locations, sizes and materials and details to indicate the method of illumination.
- 4. A general statement, together with samples, indicating the exterior use of materials, accurate material texture and color.
- 5. A tabulation of gross square footage of all construction.
- 6. A statement that the proposed construction complies with applicable building codes and all other applicable regulations in connection with the Project, including, without limitation, this Warranty Deed and the Declaration of Covenants.
- Prospective color renderings of any proposed building including all graphics and signage.
- 8. Designation of all proposed utility lines, air conditioning units, lines, pipes, conduits, and transformers and all other similar equipment.

C. Final Plan Requirements

Final Plan submissions shall include the following:

- 1. A site plan at 1:20 scale, with accurate grading, showing all site improvements, specifying locations, size, and types of all Project material, landscaping drawings and specifications and indicating exterior and site lighting, including locations, mounting heights and actual manufacturers' catalog cuts of proposed fixtures.
- 2. Details of all pedestrian walkways and other exterior features including samples indicating types and colors of materials to be utilized.
 - 3. Architectural drawings of the building at 1/8" =

CF/WarrantyDeed/01; FEX/do -- 02/20/85

Real Estate

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

- 4. Details of typical exterior wall construction at 1/2" = 1'0" scale.
 - 5. Final samples of actual building materials.
- 6. Detailed plans and elevations showing all proposed exterior signing locations, sizes and materials.
- A tabulation of gross square footage of all construction.
- 8. A statement that the proposed construction complies with all applicable building code and regulations in connection with the Project. Said statement shall be prepared by Site-developer's architect and site-engineer.

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OF WarrantyDeed/01

Real Estate

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EXHIBIT E to WARRANTY DEED

LEGAL DESCRIPTION OF THE ACCESS EASEMENT

STATE OF MISSISSIPPI, County of Madison:

M. and

J. Coclock

M. and

J. Coclock

M. and

APR 26 1985

M. Mississippi, Made of Mississippi, Mississip

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INDEXED .

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, GENÉ WALKER DBA GENE WALKER REALTY, Post Office Box 538, Ridgeland, Mississippi, 39157, do hereby sell, convey and quitclaim unto GENE E. WALKER REALTY, INC., the following described property located and situated in Madison County, Mississippi, to-wit:

Lot 34, POST OAK PLACE II, a subdivision platted and recorded in Cabinet Slide B-68, in the Chancery Clerk's Office of Madison County Mississippi.

IN WITNESS WHEREOF I have hereunto set and subscribed my signature on this the 22d day of April, 1985.

GENE WALKER
DBA GENE WALKER REALTY

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within named GENE WALKER DBA GENE WALKER REALTY, who acknowledged that he signed and delivered the above instrument of writing, being a Quitclaim Deed on the day and year written therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 22d day of April, 1985.

My Commission Expires:

Dune 3.1986

By

WARRANTY DEED

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, XIII

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 Gene E. Walker Realty, Inc., whose mailing address is P.O. Box 538 _, does hereby sell, convey and warrant unto Hal Ridgeland, MS 39157 Stephen Richardson and wife, Alison C. Richardson, as joint tenants with full rights of survivorship and not as tenants in common, whose mailing address is , <u>Madison, MS 39110</u> 405 Pinoak Drive following land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 34, Post Cak Place, Part II, 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 at Slide 68; reference to which is hereby made in aid of and as a part of this description.

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

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

WITNESS the respective hand and signature of the undersigned Grantor hereto affixed on this the 22nd day of April, 1985.

Gene E. Walker Realty, Inc.

STATE	OF.	MISSI	SSIPP.
COUNTS	? OF	F HINDS	5

PERSONALLY came and appeared before me, the undersigned authority in and
for the jurisdiction aforesaid, and while within my official jurisdiction,
GENE E. WALKER personally known to me to be the
OWNER of the within named Gene E. Walker Realty, Inc.
who acknowledged that he signed, sealed and delivered the above and foregoing
instrument of writing on the day and for the purposes therein mentioned for and
on behalf of said corporation and as its own act and deed, his having been first
duly authorized so to do.
WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 22nd day of April,
1985.
Inullis y Norwelle
NOTARY PUBLIC
My Commission Expires: June 3 1986

STATE OF MISSISSIPPI, County of Medison:

Bill Fa Pooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for part of the Chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery Court of Said County, certify that the within instrument was filed for part of the chancery County C

For a valuable consideration not necessary here to mention cash in hand paid to the grantors by the grantee herein, the receipt of which is hereby acknowledged, and the further consideration of Six Thousand Five Hundred Dollars (\$6,500.00) due the grantors by the grantee herein as evidenced by promissory note described in and secured by purchase money deed of trust of even date herewith, we, ISADORE HEATH and MAGGIE HEATH, husband and wife, do hereby convey and warrant unto YVONNE HEATH, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

A parcel of land situated in the N 1/2 of SW 1/4 of Section 15, Township 10 North, Range 3 East, Madison County, Mississippi, more particularly described as:

Commence at a concrete monument marking the SW corner of Section 15, T10N, R3E, Madison County, Mississippi and run thence North 78.9 feet to a concrete monument; thence N 39 degrees 44 minutes E 758.0 feet to a point; thence N 31 degrees 49 minutes E 1292.4 feet to a point; thence N 09 degrees 18 minutes E 97.8 feet to an iron pin on the West margin of a county public road; thence N 28 degrees 28 minutes E 337.0 feet along the West margin of said county public road to an iron pin, the point of beginning; thence S 80 degrees 55 minutes W 1359.7 feet along a drainage ditch extended to an iron pin; thence North 702.4 feet to an iron pin; thence East 1086.8 feet to an iron pin; thence S 15 degrees 07 minutes W 210.0 feet to an iron pin; thence East 420.0 feet to an iron pin on the West margin of said county public road; thence S 10 degrees 11 minutes W 127.0 feet along the West margin of said county public road to a point; thence S 28 degrees 28 minutes W 181.6 feet along the West margin of said county public road to the point of beginning, containing 17.46 acres, more or less; LESS AND EXCEPT THEREFROM 2.46 acres out of the northwest corner thereof.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorme taxes for the year 1985 which grantee covenants and agrees to pay when the same become due and payable.
- (3) Exception by predecessors in title of all oil, gas, and minerals in and under the above described lands.
- (4) Deed of trust executed by Isadore Heath and Maggie Heath to R. H. Powell, Jr., Trustee, to secure Edwards C. Henry

and Evelyn F. Henry, dated April 20, 1976, recorded in Land Record Book 418 at Page 536 thereof in the Chancery Clerk's Office for said county. The undersigned grantors do hereby expressly covenant and agree to pay the balance due on the indebtedness secured by said deed of trust as the same becomes due and payable.

WITNESS our signatures this 23rd day of April, 1985.

Maggie Heath

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named ISADORE HEATH and MAGGIE HEATH, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

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

Place P. Franker
Notary Public

My commission expires:

Address of Grantors: 539 South Liberty Street, Canton, Mississippi 39046

Address of Grantee:

144 Carroll Street, Patterson, New Jersey 07501

MISSISSIPPI, County of Madison: day of APR. 2 6. 1985...., 19....., Book No 204. on Page . 691. in BILLY V. COOPER, Glerk

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, and the additional consideration of the assumption and agreement to pay the Grantee herein, as and when due, according to its terms, the balance of the indebtedness secured by that certain Deed of Trust dated July 14, 1980, to COMMERCE MCGEHEE MORTGAGE, INC. securing the principal sum of \$58,750.00, and recorded in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Book 472 at Page 61, I, the undersigned JULIA B. WEBER do hereby sell, convey and warrant unto CHERYL B. MELGAR the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

> LOT FOURTEEN (14), LONGMEADOW SUBDIVISION, PART ONE (1), REVISED, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Book 6 at Page 23, reference to which is hereby made in aid of and as a part of this description. description.

Ad valorem taxes covering the above described property for the year 1985 are to be pro-rated.

Escrows are to be transferred to the Grantee herein.

THIS CONVEYANCE is made subject to all mineral reservations, easements and restrictive covenants affecting the above described property.

WITNESS THE SIGNATURE of the Grantor, This, The 23rd 1.21 (2) 41/com) day of April, 1985.

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named JULIA B WEBER, who acknowledged to me that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

MY COMMISSION EXPIRES: PUBLIC

M Remmission Expires Aug. 13, 1985

STATE OF MISSISSIPPI, County of Madison: nd seal of office, this the of . . . APR 26. 1985. , 19 . . BILLY V. COOPER, Clerk

WARRANTY DEED

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For a valuable consideration not necessary here to mention cash in hand paid to the grantors by the grantee herein, the receipt and sufficiency of which are hereby acknowledged, we, ARTHUR WILLIAMS and EVA THOMPSON WILLIAMS, husband and wife, do hereby convey and warrant unto WILLIE ANN THOMPSON, subject to the terms and provisions hereof, that real estate situated in Madison County, Mississippi, described as:

Commence at the Southeast corner of the Southwest & of the Northwest & of Section 9, Township 7 North, Range 1 East, Madison County, Mississippi, thence South 89 degrees 30 minutes West 362.95 feet to an iron pin marking the Point of Beginning; thence South 89 degrees 30 minutes West 174.82 feet to an iron pin; thence North 249.20 feet to an iron pin; thence North 89 degrees 30 minutes East 174.82 feet to an iron pin; thence South 249.20 feet to the Point of Beginning containing 1.00 acre more or less and being part of the Southwest & of the Northwest & of Section 9, Township 7 North, Range 1 East, Madison County, Mississippi.

A plat of the above described property is attached hereto as Exhibit "A" and reference to said plat is here made in aid of and as a part of the foregoing description.

This conveyance is executed subject to:

- (1) Zoning and Subdivision Regulation Ordinances of Madison County, Mississippi.
- (2) Ad valorem taxes for the year 1985 which shall be prorated.
- (3) Exception of such oil, gas, and minerals as may now be outstanding of record.

WITNESS our signatures this 24th day of April; 1985.

Arthur Williams

Eva Thompson Williams

STATE OF MISSISSIPPI COUNTY OF MADISON

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

CG93711 POZ 2008

ARTHUR WILLIAMS and EVA THOMPSON WILLIAMS, husband and wife, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

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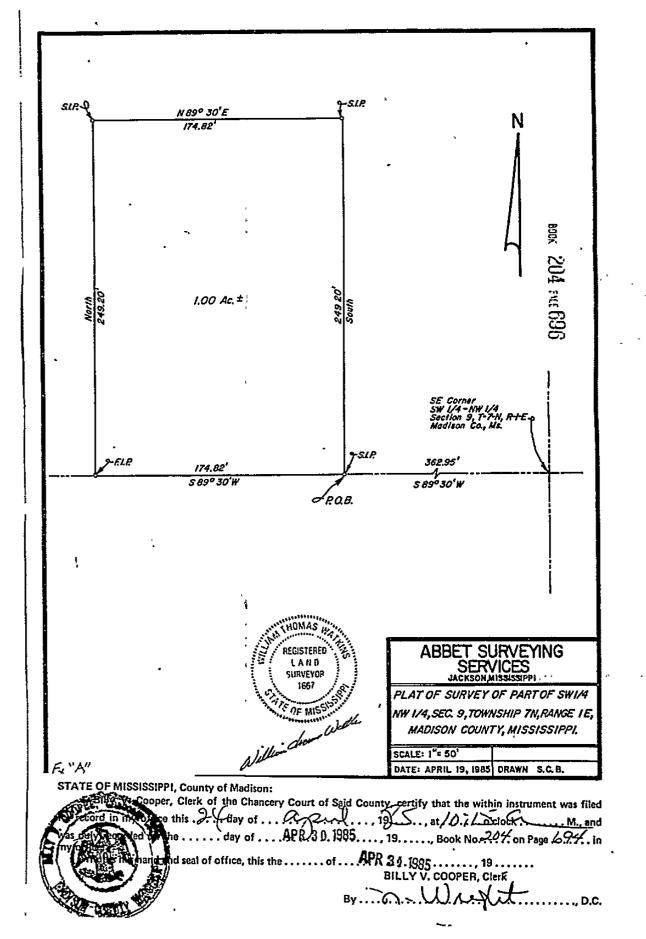
Floring Public Fareher

(SEAL)

y commission expires:

Address of Grantors: Route 3, Box 348, Jackson, Mississippi 39213

Address of Grantee: 6125 Brown Street, Apartment 2-11, Jackson, Mississippi 39213



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IN CONSIDERATION OF THE SUII of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficioncy of which is hereby acknowledged, I, MILDRED O. OWENS, a widow, do hereby convey and warrant my entire interest in the following describled property to BERNICE BROWN, JAMES OWENS, JR., BEATRICE OWENS, HELEN OWENS and HOWARD OWENS, all being my children, in and to the following described real estate situated in the City of Canton, County of Madison and State of Mississippi, to-wit:

A part of Lot 11 of Block "A" of MILLER'S SUBDIVISION IN Canton, Madison County, Mississippi, as described in Exhibit "A" attached hereto and made a part hereof the same as if fully copied herein.

Grantor herein is the widow of James Owens who passed intestate on or about November 13, 1983 and that she and the grantees herein are his sole and only heirs at law.

GRANTOR RESERVES AVEIX ESTATE IN THE ABOVE DESCRIBED PROPERTY.

This Conveyence is executed subjec to:

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- 1. Such matters or facts as would be revealed by an accurate survey and inspection of the premises.
- 2. Zoning and Subdivision Regulation Ordinances of Canton; Madison County, Mississippi.
- 3. Ad valorem tax assumed by the grantor. Ad valorem taxes for the year 0985, the payment of which is

WITNESS MY SIGNATURE this 24 TH day of April, 1985.

milered o MILDRED O. OWENS

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state aforesaid, the within named MILDRED O. OWENS, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal, this 24 day of april, 1985. CHANCERY CLERK (ŠĖAL) MY COMMISSION EXPIRES: 1-4-88 GRADITOR"S ADDRESS: 124 W. Dinkins Street - Canton, MS. 39046

GRANTEE'S ADDRESS: 124 W. Dinkins Street - Canton, MS. 39046

Part of Lot Eleven (11) of Block "A", of MILLER'S SUBDIVISION of a part of Calhoun's Addition to the City of Canton, Mississippi, according to map or plat of said Subdivision now of record in the Chancery Clerk's Office for Madison County, Mississippi, reference to said map or plat being here made in aid of and as a part of this description, and which property is particularly described as:

Begin at an iron stake on the north side of South Street at the southeast corner of the lot that was conveyed by Thelma Jones Bell and Mavis Jones to Albert Hobson and Jessie C. Hobson, as shown by their deed of November 20, 1943, duly recorded in said Clerk's office, thence run east along the north line of the said South Street to an iron stake at the southwest corner of the property conveyed by Peter Garrett and wife, Oneeta Garrett, to Horace Whitehead and Lugene Whitehead, by deed dated June 11, 1927, said deed being recorded in Record Book of Deeds No. 4 at Page 63 thereof, in said Clerk's Office, thence run north 84.18 feet to an iron stake, and thence run west to an iron stake at the northeast corner of the said lot conveyed by Thelma Jones Bell and Mavis Jones to Albert Hobson and Jessie C. Hobson by their deed of November 20, 1943, and thence run south to the point of beginning; and being that property conveyed by Lida Prophet and Clarence Prophet to J. A. Lord and Marie M. Lord by deed dated September 18, 1954, recorded in Lmd Record Book 59 at Page 238 thereof in the Chancery Clerk's Office for said county.

EXHIBIT "A" to deed executed by MILDRED O. OWENS, TO BERNICE BROWN, ET AL.

for seed my	PI, County of Madison: Tr. Clerk of the Chancery Court of Said County, certify that the within instrument was file a this 24 day of 19.85 at 10.20 clock	in
	EEXHIBIT "A"	