

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, JESSIE BANKS, Grantor, does hereby convey and forever warrant unto JESSIE JAMES HARRIS and GLORIA JEAN HARRIS, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, Grantees, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land lying and being situated in the NW1/2 SW1/4, Section 6, T8N, R4E, Madison County, Mississippi, and more particularly described as follows:

Commencing at a point, marked by a concrete monument, which is the intersection of the South line of the NW1/4 SW1/4, Section 6, T8N, R4E, with the East line of a County gravel road, thence run East along the South line of the NW1/4 SW1/4, Section 6, T8N, R4E, for a distance of 295.2' to the point of beginning; thence run North a distance of 295.2'; thence run East a distance 122.3'; thence run South a distance of 295.2' to a point on the South line of the NW1/4 SW1/4, Section 6, T8N, R4E; thence run West a distance of 122.3' to the point of beginning.

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

1. County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: 4 mo.; Grantee: 8 mo.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property. The Grantor, however, does convey to the Grantee whatever mineral interest they own in the subject property.
4. Rights-of-way and easements for roads, power lines, and other utilities.

WITNESS MY SIGNATURE on this the 26<sup>th</sup> day of 1985, 1985.

JESSIE BANKS

*Jessie Banks*

STATE OF MISSISSIPPI  
COUNTY OF MADISON.

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JESSIE BANKS; 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 26<sup>th</sup> day of

April, 1985.

William D. Collins  
NOTARY PUBLIC



Grantee:  
Rt. 2, Box 254  
Canton, Ms. 39046

Grantee:  
Rt. 2, Box 252  
Canton, MS 39046

DLC:225/6280.

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 26 day of April 1985 at 1:20 o'clock P.M., and was recorded on the APR 30 1985 day of APR 30 1985, 1985, Book No. 225, on Page 91 in my hands and seal of office, this the APR 30 1985, 1985.

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

WARRANTY DEED

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IN CONSIDERATION of the sum of \$3,000.00 cash in hand paid and the further consideration of Twenty One Thousand Seven Hundred Forty Seven Dollars and 32 cents (\$21,747.32 at 13 % interest from maturity, due undersigned as evidenced by note and Deed of Trust of even date herewith, the receipt and sufficiency which is hereby acknowledged, We, C. T. FULLILOVE and BARBARA GENE R. FULLILOVE, husband and wife, Grantors, do hereby convey and warrant unto ROSIE REDD, Grantee, the following described real property located in the City of Canton, Madison County, Mississippi, to-wit:

The West Half of Lot (3) on South Side of West North Street, East of Railroad; or West Half of the West Half of Lot Four (4), Square Three (3), when described with reference to the original plat of the City of Canton, Madison County, Mississippi, and being one hundred (100) feet North and South by Fifty (50) feet East and West.

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

1. City of Canton, County of Madison and State of Mississippi ad valorem taxes for the year of 1985. Grantors agree to pay \_\_\_\_\_, Grantee agrees to pay All.
2. City of Canton, Mississippi Zoning Ordinance. as amended. WITNESS OUR SIGNATURES this 25<sup>TH</sup> day of April, 1985.

C. T. Fullilove  
C. T. FULLILOVE

Barbara Gene R. Fullilove  
BARBARA GENE R. FULLILOVE

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, C. T. FULLILOVE and BARBARA GENE R. FULLILOVE, who acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal on this the 25<sup>th</sup> day of April, 1985

William C. Brackburg  
CLERK OF CHANCERY Notary Public

(SEAL)

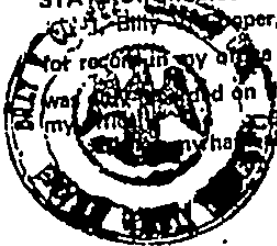
MY COMMISSION EXPIRES: 11-22-85

GRANTOR'S ADDRESS: Highway 43 North - Canton, MS. 39046

GRANTEE'S ADDRESS: 215 W. North St - Canton, MS 39046

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 26 day of April, 1985 at 4:40 o'clock P. M., and was recorded on the APR 30 1985 day of APR 30 1985, 1985, Book No. 205 on Page 03 in my office and seal of office, this the APR 30 1985 of 1985.



By B. V. Cooper D.C.

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

No 7313

Repealed Under M.S. 307 Approved April 2, 1932

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

Minnie Lane the sum of Twenty-two + 26/100 DOLLARS (\$ 22.26) being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with columns: DESCRIPTION OF LAND, SEC., TWP, RANGE, ACRES. Row 1: 2A in NW Cor NE 1/4 NE 1/4 + Res, 1, 9, 3E.

Which said land assessed to Henry Jackson Est. and sold on the 17 day of Sept 1984 to Johnette Stone for taxes thereon for the year 1983, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 26 day of April 1985 Billy V. Cooper, Chancery Clerk.

(SEAL) By K Gregory D.C.

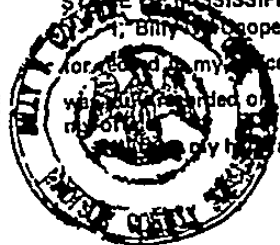
STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 8.96
(2) Interest \$ .72
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ .18
(4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll. \$ 1.25
(5) Printer's Fee for Advertising each separate subdivision \$ 4.50
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ .25
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 16.86
(9) 5% Damages on TAXES ONLY. (See Item 1) \$ .45
(10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 -- Taxes and costs only) 8 Months \$ 1.35
(11) Fee for recording redemption 25cents each subdivision \$ .25
(12) Fee for indexing redemption 15cents for each separate subdivision \$ .15
(13) Fee for executing release on redemption \$ 1.00
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
(15) Fee for issuing Notice to Owner, each \$2.00 \$
(16) Fee Notice to Lienors @ \$2.50 each \$
(17) Fee for mailing Notice to Owner \$1.00 \$
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
TOTAL \$ 20.06
(19) .1% on Total for Clerk to Redeem \$ .20
(20) GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to pay accrued taxes as shown above \$ 20.26

Excess bid at tax sale \$ Johnette Stone 18.66
Clerk Fee 1.60
Rec. Rel 2.00
22.26

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 26 day of April 1985 at 4:55 o'clock P.M. and was recorded on the APR 30 1985 day of APR 30 1985, Book No. 205 on Page 04 in my office and seal of office, this the APR 30 1985, 1985.



BILLY V. COOPER, Clerk

By W. Wright 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, GERTRUDE DAVIS STUCKEY, Grantor, does hereby convey and forever warrant unto JAMES GOODLOE, Grantee, an undivided one-fourth (1/4) interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

S1/2 NE1/4 NW1/4 Section 33, Township 10 North, Range 3 East, Madison County, Mississippi

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

1. County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows:  
Grantor: \_\_\_\_\_; Grantee: \_\_\_\_\_.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines, and other utilities.

It is the intention of the Grantor to convey her entire interest in the subject property to the Grantee.

WITNESS MY SIGNATURE on this the 15<sup>th</sup> day of April, 1985.

*Gertrude Davis Stuckey*  
GERTRUDE DAVIS STUCKEY

STATE OF Michigan  
COUNTY OF Wayne

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named GERTRUDE DAVIS STUCKEY, who stated and acknowledged to me that she did

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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 15th day of April, 1985.

Dorothy West  
NOTARY PUBLIC

NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
DOROTHY WEST  
Notary Public, Wayne County, Mississippi  
My Commission Expires May 21, 1986

Grantor:

Grantee:

Route 1, Box 224  
Canton, MS 39046

458:2994/5170

STATE OF MISSISSIPPI, County of Madison:



I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on this 30 day of April, 1985, at 8:10 o'clock am M., and was filed in the office of the 9th day of May, 1985, Book No. 205 on Page 05. in my hand and seal of office, this the 6 of MAY, 1985.

BILLY V. COOPER, Clerk

By B. V. Cooper, D.C.

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QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged I, ELLA B. CHESSER, do hereby sell, convey and quitclaim unto LEVONNE C. OUSLEY, the following described property, lying and being situated in Madison County, Mississippi, to-wit:

Beginning at a point 210' West of the NE corner of NE 1/4 of SE 1/4 of Section 12, Township 10 North, Range 4 East and from said point of beginning, run West 210 feet to a point; thence run South 420 feet to a point; thence run East 210 feet to a point; thence run North 420 feet to the point of beginning, containing two (2) acres more or less.

Grantor agrees to pay the 1985 taxes.

WITNESS MY SIGNATURE on this, the 27 day of

April, 1985.

ELLA BELL CHESSER  
ELLA BELL CHESSER, GRANTOR  
Route 4, Box 55  
Sharon, Mississippi 39163

Levonne C. Ousley, Grantee  
P. O. Box 81  
Sharon, MS 39163

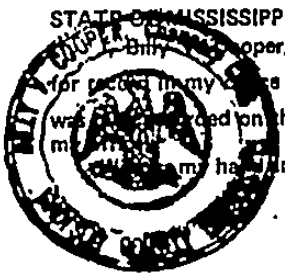
STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority, in and for the county and state aforesaid, the within named ELLA BELL CHESSER, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as her act and quitclaim deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this, the 27 day of April, 1985.

Billy V. Cooper  
NOTARY PUBLIC

My commission expires:  
April 01, 1985



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April, 1985, at 8:10 o'clock a. M., and was recorded on the 27 day of April, 1985, in Book No. 205 on Page 07 in my office and seal of office, this 30 day of April, 1985.

BILLY V. COOPER, Clerk  
By B. F. Wright, D.C.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP, whose address is c/o Louis B. Gideon, 4 Old River Place, Suite D, Jackson, Mississippi 39202, does hereby sell, convey and warrant unto JULIA G. HARRISON, whose address is c/o Grantham Air Conditioning Company, 103 E. Ford, Ridgeland, Ms. 39157, the following land and property situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Lot 13, INGLESIDE, a subdivision, according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, Slide B-69, reference to which is hereby made in aid of and as a part of this description.

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

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

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

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

Grantee is indebted to Grantor for part of the payment of the purchase price for which Grantor retains a vendor's lien. Said vendor's lien shall be cancelled upon payment to Grantor by Grantee of any purchase money indebtedness as evidenced by a Purchase Money Deed of Trust.





By acceptance of this conveyance, the Grantee herein agrees that she will not do or cause to be done anything that would materially affect the condition or level of the water in the lake located on the above described property, and this shall be a covenant running with the land, binding on the Grantee and her successors in title and inuring to the benefit of any owner of a part of the lake or affected by the above covenant and owning land as a successor in title to the Grantor herein...

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

INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP

BY: [Signature]  
LOUIS B. GIDEON, MANAGING PARTNER

[Signature]  
WILLIAM S. HAMILTON, MANAGING PARTNER

FORM 205 REV 09

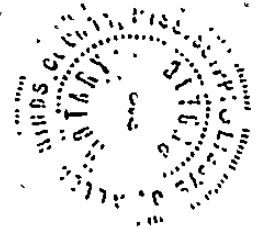
STATE OF MISSISSIPPI  
COUNTY OF HINDS

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

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

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires May 13, 1986



WD-J. Harrison/INGLES



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on this 30 day of April, 1985, at 8:15 o'clock P.M., and was recorded on the 7 day of MAY 1985, 1985, Book No. 205 on Page 08, in my hall and seal of office, this the 7 day of MAY 1985, 1985.

BILLY V. COOPER, Clerk

By [Signature] D.C.

QUITCLAIM DEED

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For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, DAVID HUDDLESTON and JOE L. PARKER, do hereby convey and quitclaim unto E. D. MANSELL, the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

A parcel of land situated in the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 34, Township 11 North, Range 5 East, Madison County, Mississippi, more particularly described as beginning at the intersection of the east right-of-way line of a public road which runs in a northerly and southerly direction and the south right-of-way line of Mississippi State Highway 43 as of December, 1983. Run thence south and along the east right-of-way of said public road for a distance of 289.6 feet to a point; run thence north 67 degrees 17 minutes east for a distance of 300 feet to a point; run thence north 00 degrees 01 minute west for a distance of 330 feet to a point on the south right-of-way line of said Mississippi State Highway 43 right-of-way; run thence southwesterly and along said south right-of-way line of said Mississippi State Highway 43 right-of-way for a distance of 300 feet to the point of beginning, containing approximately 2 acres, more or less.

WITNESS our signatures this the 29th day of April, 1985.

David Huddleston  
David Huddleston

Joe L. Parker  
Joe L. Parker

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named DAVID HUDDLESTON and JOE L. PARKER who each 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 29<sup>th</sup> day of April, 1985.

Elaine R. Timberber  
Notary Public

(SEAL)  
My commission expires: June 14, 1987

Address of David Huddleston: Route 3, Box 193-A, Canton, Ms., 39046  
Address of Joe L. Parker: Route 4, Box 171, Canton, Ms., 39046

Address of E. D. Mansell: Route 1, Pickens, Ms. 39146

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April, 1985, at 8:59 o'clock PM, in my office and on the 30 day of MAY, 1985, Book No. 205 on Page 10 in my office. Witness my hand and seal of office, this the 30 day of MAY, 1985.

BILLY V. COOPER, Clerk

By [Signature] D.C.

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, KIMWOOD PROPERTIES, a general partnership composed of JIM DRUEY, WILLIAMSBURG HOMES, INC., and W. L. SLAUGHTER, acting through its duly authorized partner, does hereby sell, convey and warrant unto PRINCE HOMES, INC., the land and property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

Lot 11, Kimwood Place Subdivision, 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 Cabinet B at Slide 60, reference to which map or plat is hereby made in aid of and as a part of this description.

THE WARRANTY OF THIS CONVEYANCE is subject to all applicable building restrictions, restrictive covenants, easements and mineral reservations of record. See attached Exhibit "A".

Ad valorem taxes for the current year have been prorated between the Grantors and Grantees herein as of the date of this conveyance.

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

KIMWOOD PROPERTIES, a general partnership

BY: W. L. Slaughter  
W. L. SLAUGHTER

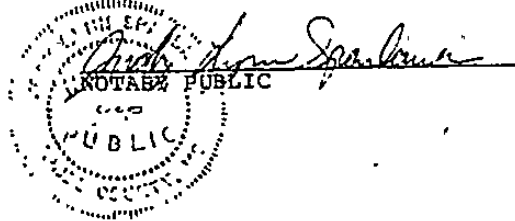
GRANTOR'S ADDRESS: 121 Crestview Drive, Brandon, Mississippi 39042

GRANTEE'S ADDRESS: P. O. Box 12618, Jackson, Mississippi 39211

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority, in and for said County and State, the within named W. L. Slaughter, general partner of Kimwood Properties, Inc., a general partnership, and who acknowledged to me that he is the partner of Kimwood Properties, Inc., a general partnership composed of Jim Druey, Williamsburg Homes, Inc., and W. L. Slaughter, and for and on behalf of said partnership, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, as its own act and deed, after first being duly authorized so to do.

Given under my hand and official seal of Office, this the 26th day of April, 1985.



My Commission Expires:

My Comm. Exp. 12-31-1987

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1. All lots shall be used for residential purposes only.

No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, plus a basement, if applicable, and a private garage for the use of the occupants of such single-family dwelling.

2. The term "residential purposes" shall generally be defined as single-family homes, and shall exclude all commercial and professional uses, and among other things, garage apartments, apartment houses, duplex and multi-family residences, profit or non-profit nursing homes, hospitals, and other similar private or charitable enterprises, and any and all such usages of this property are hereby expressly prohibited.

3. No garage or outbuilding on said property shall be used as a residence or living quarters, except by servants engaged on the premises during the terms of their employment.

4. No animals will be permitted, except dogs and cats as pets, and no fowl except birds that are caged as inside pets.

5. No trash, ashes or other refuse may be thrown or dumped on any of the lots.

6. No building material of any kind or character shall be placed or stored upon the said property until the owner is ready to commence improvements. Building material shall not be placed or stored in the street or between the curb and property line.

7. Grass, weeds and vegetation on each lot bought shall be kept mowed at regular intervals by the owner, so as to maintain the same in a neat and attractive manner. Trees, shrubs, and plants which die shall be promptly removed from such lots. The above restrictions apply to all lots purchased before and after a home is built on the lot. Until a home or residence is built on a lot, WILLIAMSBURG HOMES, INC. may, at its option and in its discretion, have dead trees removed from the property and now and remove debris, and the owner of such lot shall be obligated to reimburse the corporation for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

8. No fence, wall or hedge shall be placed on any of the said lots nearer to any street than is permitted for the house on said lot. Any fence or wall constructed on any lot shall be constructed of cedar, cypress, redwood or brick, which fence shall not be less than six (6) feet in height.

9. No clothesline shall be erected or maintained on any of said lots, nor shall laundry be hung, where exposed to view of the public or other lot owners; provided, however, that such usages shall be permissible where a fence is constructed of cedar, cypress, redwood or brick, which fence shall be sufficient height and density to screen such clothesline and laundry from view.

10. Other restrictions applicable to each lot may be made by appropriate provision in the deed, without otherwise modifying the covenants and provisions contained herein, and such other restrictions shall inure to the benefit of all parties in the same manner as though they had been originally expressed herein.

11. If a garage, servants' house or other outbuilding is made an integral part of the residence, or is connected thereto, the set back distances from lot lines become identical with those stipulated for the residence itself.

12. No tent, shack, basement, barn or other outbuilding erected or located on any of the above described lots shall at any time be used for a residence, either temporary or permanent, nor shall any structure of a temporary character be used as a residence.

13. No house trailers, campers, motor homes, or boats greater than twenty (20) feet in length shall be permitted at any time, whether used for residential purposes or not.

14. A disposal plant shall be erected and maintained on said lots, and all residences and outbuildings shall have the plumbing connected to the available sanitary facilities.

15. No obnoxious or offensive trade or activity shall be conducted on the above described lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

16. No or lots may hereafter be subdivided so as to create a building plot with a frontage of less than one hundred and eighty (180) feet and an area of less than 40,000 square feet; however, nothing in this paragraph shall prohibit the building of a residence on any lot of said subdivision as originally platted.

17. A lot owner, in building or causing to be built the original dwelling on any lot, shall not substantially duplicate the exterior elevation, including design or architecture, of any other dwelling then existing on the same street within five hundred (500) feet. For the purpose of this paragraph, a dwelling shall be considered in existence from the time excavations for the foundations are begun until said dwelling is removed from the development or is destroyed.

18. No dwelling shall be permitted on any lot at a cost, exclusive of lots, of less than Seventy-Five Thousand Dollars (\$75,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The livable ground floor area of the main structure, exclusive of open porches and garages, shall not be less than nine hundred (900) square feet for a dwelling of one and one-half or two stories, it being understood that in no case shall the total livable floor area be less than eighteen hundred (1,800) square feet.

19. SET BACK RESTRICTIONS: No building shall be located on any lot nearer than forty-five (45) feet to the front lot line. No building shall be located on any lot nearer than fifteen (15) feet to any side lot line of interior lots and garages may not be located nearer than fifteen (15) feet to any side lot line of interior lots. No building shall be located on any lot nearer than fifteen (15) feet from the back or rear lot line. Eaves of buildings located within the set back lines provided in this paragraph may extend across said set back lines, but shall not extend across any lot lines.

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Accessory buildings, when detached from the main building shall be set back to the rear of the rear line of the main building on said lot and shall be screened from street view by a cedar, cypress, redwood or brick fence, not less than six (6) feet in height, and said accessory building shall not be located nearer than two (2) feet to the side lot line.

20. In the event any person shall own two or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the restriction as to the dividing line between the said adjoining lots shall not apply insofar as it restricts the placing of any dwelling nearer than the number of feet set out in No. 19 to a side lot line, but all other restrictions herein contained shall apply to the same extent as if said dwelling had been built on a single building lot.

21. Real Estate signs, other than initial building signs, shall not be permitted on any lot in said subdivision at any time.

22. No antennas, Citizen Band or otherwise that require towers or guide wire, shall be permitted on any lot in said subdivision at any time. Satellite dishes shall be screened so as not to be visible from a front view.

23. All of the restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any of said lots shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason is not enforced or enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

24. All plans and specifications shall be of traditional design and approved by Williamsburg Homes, Inc., prior to construction in writing including layout, driveways and out buildings.

25. All culverts shall have header walls, no metal may be showing if metal culverts are used.

26. All individual sewage treatment plants must be approved by the necessary government authority prior to installation.

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27. If any owner or owners of any lot so subdivided and platted, and thereby bound by these covenants, or their heirs, devisees, assigns or successors in title, shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of said lots may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. All of the terms and provisions set forth and contained herein shall be specifically enforceable.

These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of this instrument, at which time the covenants shall be automatically extended thereafter for successive ten year periods, unless two-thirds of the then owners of lots in KIMWOOD SUBDIVISION, shall, by written instrument filed and recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, at any time after the date of this instrument, agree that these covenants shall either be changed in whole or in part, or agree that the same shall be terminated and rendered null, void, and of no further effect.

WILLIAMSBURG HOMES, INC.

BY: BRENT L. JOHNSTON, PRESIDENT

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 19 day of February, 1985, at 9:00 o'clock A.M., and was recorded on the FEB. 25 1985 day of FEB. 25 1985, 15....., Book No. 203 on Page 179 in and seal of office, this the FEB 25 1985 of 19.....  
BILLY V. COOPER, Clerk  
By B. Wright..... D.C.

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 30 day of April, 1985, at 9:00 o'clock A.M., and was recorded on the MAY 7 1985 day of MAY 7 1985, 19....., Book No. 205 on Page 11 in and seal of office, this the MAY 7 1985 of 19.....  
BILLY V. COOPER, Clerk  
By B. Wright..... D.C.



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2707

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, McMILLON & WIFE HOMES, INC., by these presents, does hereby sell, convey and warrant unto JAMES WLSLEY SCRAPE, a single person, the land and property which is situated in Madison County, Mississippi, more particularly described as follows, to-wit:

Lot 5, Madison Station Subdivision, a subdivision according to a map or plat thereof which is of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 6 at Page 16, 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, the Parties hereto agree to pay on the basis of an acutal proration.

The warranty of this conveyance is made expressly subject to all restrictive covenants, rights of way, easements and mineral reservations of record affecting the above described property.

WITNESS the hand and signature of the Grantors hereto affixed on this the 26th day of April, 1985.

Grantor Address: P. O. Box 16277 Jackson, Ms. 39346

McMILLON & WIFE HOMES, INC.

By: [Signature] Ben L. McMillon, Jr., President

STATE OF MISSISSIPPI COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named BEN L. McMILLON, Jr., personally known to me to be the President of McMILLON & WIFE HOMES, INC., who as such officer acknowledged to me that he signed, sealed and delivered the above and foregoing instrument for the purposes recited on the date therein set forth, all as and for the act and deed of said corporation, he having been first duly authorized so to do.

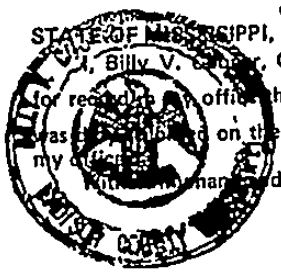
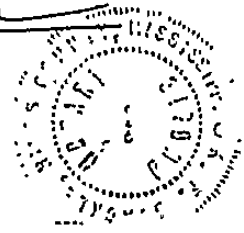
GIVEN under my hand and the official seal of my office on this the 26th day of April, 1985.

[Signature] NOTARY PUBLIC

My Commission Expires June 30, 1985

My Comm. Expires:

Grantee Address: 1120 Benbrook Drive Madison, Ms. 39110



STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April, 1985, at 9:00 o'clock A.M., and was recorded on the 30 day of MAY 1985, 1985, Book No. 205 on Page 17 in my hand and seal of office, this the 7 of MAY, 1985, 1985.

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

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash paid in hand, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due that certain indebtedness due and owing by the Grantors herein unto HANCOCK MORTGAGE CORPORATION, which indebtedness is secured by a deed of trust dated July 13, 1976, and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in deed of trust book 420 at page 499, the current balance of which is \$30,625.98, We, JAMES C. FOSTER, JR. and wife, SARA A. FOSTER, do hereby sell, convey and warrant unto CHARLES H. KIMBLE and MARY E. KIMBLE, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in the County of Madison, Mississippi, to-wit:

Lot 22, PECAN CREEK SUBDIVISION, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet A, Slot 155 (Plat Book 5 at Page 54), reference to which is hereby made in aid of and as a part of this description.

EXCEPTED FROM THE WARRANTY hereof are any restrictive covenants, rights of way, easements, and mineral reservations of record pertaining to said property.

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

IT IS AGREED and understood that all policies of hazard insurance and all escrows for taxes and hazard insurance will be transferred to the Grantees.

WITNESS OUR SIGNATURE, this the 25th day of April, 1985.

James C. Foster, Jr.  
JAMES C. FOSTER, JR.

Sara A. Foster  
SARA A. FOSTER

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority, in and for the aforesaid State and County, the within named JAMES C. FOSTER, JR. and SARA A. FOSTER, who acknowledged that they signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 25th day of April, 1985.

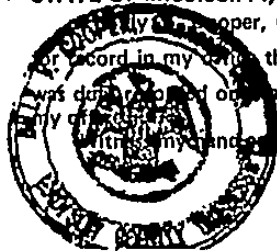
BT Ketchum  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires April 30, 1985

Address of Grantors:  
12 Village Park  
Laurel, MS 39440

Address of Grantees:  
209 Pecan Park Dr.  
Madison, MS 39110

STATE OF MISSISSIPPI, County of Madison:



Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April, 1985, at 9:00 o'clock AM, and was duly recorded on 30 day of MAY, 1985, Book No. 205 on Page 18 in my office at Madison, MS.  
Witness my hand and seal of office, this the 7 of MAY, 1985.

BILLY V. COOPER, Clerk

By M. Wright D.C.

C

BOOK 205 PAGE 20

GRANTOR'S ADDRESS 20 Cal 4325, Jackson, MS 39216 INDEXED

GRANTEE'S ADDRESS 244 Pine Knoll Drive, Jackson MS 39211

2256

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, CHERRY M. BURNHAM Grant Office Cal 4325, Jackson MS do hereby sell, convey and warrant unto LEE A. BENOIST, a single person

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

Lot 19 of COUNTRY CLUB WOODS, Part 3 a subdivision according to the map or plat thereof on file and record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 6 at Page 9, reference to which map or plat is hereby made in aid of and as a part of this description.

The conveyance of the above constitutes no part of the homestead of the Grantor herein.

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

Grantees assume and agree to pay that certain deed of trust executed by James R. Herrington and Sheila K. Herrington to Engel Mortgage Company dated 6-1-79 and recorded in the office of the aforesaid clerk in Book 457 at Page 469.

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

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

WITNESS MY SIGNATURES, this the 25th day of APRIL, 1985.

Cherry M Burnham  
Cherry M. Burnham

STATE OF MISSISSIPPI

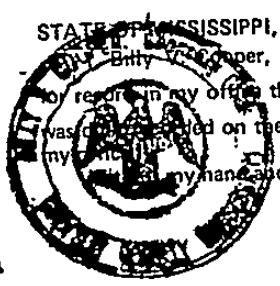
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority duly authorized by law to take acknowledgements in and for said County and State, the within named Cherry M. Burnham who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day in the year therein mentioned.

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

My Commission Expires: 9-16-85

[Signature]  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed to record in my office this 30 day of April, 1985, at 9:00 o'clock AM, and was acknowledged on the 25 day of MAY, 1985, in Book No. 205 on Page 20 in my presence and seal of office, this the 7 day of MAY, 1985.

Billy V. Cooper, Clerk  
By [Signature], D.C.

C

GRANTOR'S ADDRESS 19 Brookside Place Madison, MS 39110

GRANTEE'S ADDRESS 101 Twin Oaks Drive Madison, MS 39110

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WARRANTY DEED

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

WE, JOSEPH E. HINES and wife, EUGENIA M. HINES  
do hereby sell, convey and warrant unto B. DARRELL BASINGER and wife, KIM B. BASINGER, as joint tenants with full rights of survivorship and not as tenants in common  
the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot 25, TRACELAND NORTH, PART 6,  
a subdivision according to the map or plat thereof on file and record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B at Slide 28, reference to which map or plat is hereby made in aid of and as a part of this description.

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

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

WITNESS OUR SIGNATURES, this the 26th day of April, 1985.

Joseph E. Hines  
JOSEPH E. HINES  
Eugenia M. Hines  
EUGENIA M. HINES

STATE OF MISSISSIPPI  
COUNTY OF HINDS

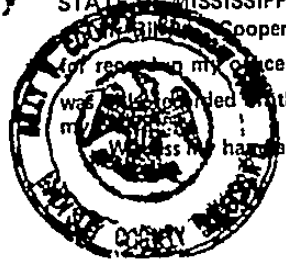
Personally came and appeared before me the undersigned authority duly authorized by law to take acknowledgements in and for said County and State; the within named JOSEPH E. HINES and wife, EUGENIA M. HINES who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL,, this the 26th day of April, 1985.

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
9/16/87

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April, 1985, at 9:00 o'clock AM, and was recorded in the 30 day of April, 1985, Book No. 205 on Page 21 in my hands and seal of office, this the 7 day of May, 1985.  
BILLY V. COOPER, Clerk  
By [Signature] D.C.



STATE OF MISSISSIPPI    BOOK 205 PAGE 22  
COUNTY OF MADISON

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TRUSTEE'S DEED

WHEREAS, on the 1st day of April, 1983, HELEN H. BAIRD, executed a deed of trust under the terms of which the hereinafter described land was conveyed to R. H. Powell, Jr., Trustee, to secure the payment to The Mississippi Bank, a corporation, of a certain indebtedness therein mentioned and described, which deed of trust is of record in Book 512 at page 404, of the records of mortgages and deeds of trust on land in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, on the 7th day of April, 1983, The Mississippi Bank, a corporation, assigned said deed of trust to the Merchants and Farmers Bank, a corporation; and

WHEREAS, on the 8th day of March, 1985, James H. Herring, was substituted as trustee in said deed of trust, and which substitution is recorded in Book 554 at page 21 of the aforesaid records; and

WHEREAS, default was made in the payments of said indebtedness and the holder thereof requested the undersigned to sell said lands in accordance with the power contained in said deed of trust; and

WHEREAS, after having advertised said sale in all respects as required by law and the terms of said deed of trust, the undersigned did, between eleven o'clock in the forenoon and four o'clock in the afternoon, on the 19th day of April, 1985, at the main south door of the County Courthouse in Madison County, Canton, Mississippi, offer the said land for sale to the highest bidder for cash in the manner required by law and the terms of said deed of trust; and

WHEREAS, at the said time and place, the undersigned received from the hereinafter named grantee a bid of FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$15,500.00) DOLLARS, which was the highest bid for said land; and said bidder was then and there declared to be the purchaser thereof;


NOW, THEREFORE, in consideration of the said sum of FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$15,500.00) DOLLARS, cash in hand paid, the receipt thereof is hereby acknowledged, the undersigned does hereby sell and convey unto MAGNOLIA FOREST PRODUCTS, INC., P. O. Box 16686, Jackson, Mississippi. 39236, the following described land in the aforesaid county and state, to-wit:

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A parcel of land being situated in the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 18, Township 8 North, Range 3 East, Madison County, Mississippi, being more particularly described as follows:

Beginning at a fence corner at the intersection of the south line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 18, Township 8 North, Range 3 East, Madison County, Mississippi, with the east right-of-way line of the Jackson-Canton Highway, run north 00 degrees 46 minutes along the east right-of-way line of the old Jackson-Canton Highway for a distance of 419.0 feet to an iron pin; thence run south 89 degrees 57 minutes east for a distance of 1253.6 feet, plus or minus, to an iron pin, being on an old fence line; thence run south 00 degrees 36 minutes west for a distance of 419.0 feet to a fence corner; thence run north 89 degrees 57 minutes west along an old fence line for a distance of 1243.6 feet to the point of beginning. Containing 12 acres.

EXECUTED this the 19 day of April, 1985.

  
JAMES H. HERRING, TRUSTEE

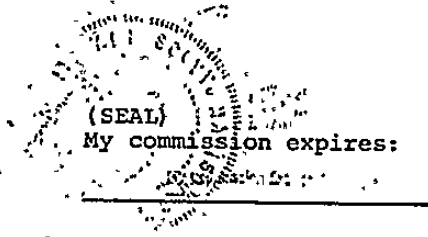
STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 205  
PAGE 24

Personally appeared before me, the undersigned authority in and for said county and state, the within named JAMES H. HERRING, who duly acknowledged that he, in his capacity as Trustee, signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

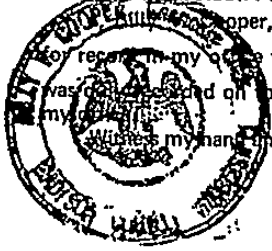
Given under my hand and official seal, this the 19th day of April, 1985.

*Quita Ann Scott*  
NOTARY PUBLIC



HERRING AND SELF  
ATTORNEYS AT LAW  
P. O. BOX 344  
CANTON, MS 39046  
601/859-2573 or 969-9369

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April, 1985, at 9:00 o'clock AM, and was duly recorded on the MAY 7 day of 1985, 1985, Book No. 205 on Page 22. In witness my hand and seal of office, this the MAY 7 day of 1985, 1985.

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



2300

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, We, the undersigned Tommy L. White and Jack I. White, d/b/a White Construction, do hereby sell, convey and warrant unto Joseph Frank Nassar and wife, Lynn Naron Nassar, as joint tenants with the full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

INDEXED

Lot Twenty-Five (25), BROOKFIELD, PART II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slot 67 reference to which is here made in aid of and as a part of this description.

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

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

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

*Tommy L. White*  
Tommy L. White

*Jack I. White*  
Jack I. White

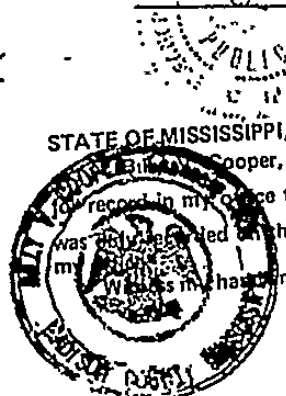
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Tommy L. White and Jack I. White, d/b/a White Construction, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as their act and deed.

GIVEN under my hand and official seal of office, this the 25th day of April, 1985.

*Eleanor J. Light*  
NOTARY PUBLIC

My Commission Expires  
12/31/1985



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 30 day of April, 1985, at 9:00 clock A.M. and was duly recorded on the day of MAY 7, 1985, 1985, Book No. 205 on Page 25 in my presence and seal of office, this the MAY 7, 1985, 1985.

By *B. V. Cooper*, D.C.

C

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WARRANTY DEED

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

Lot Forty-Five (45), BROOKFIELD, PART ONE (1), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B-62, reference to which is here made in aid of and as a part of this description.

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

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

WITNESSE THE SIGNATURE of the Grantor herein, this the 24 day of April, 1985.

THOMAS M. HARKINS BUILDER, INC.

BY: Thomas M. Harkins  
Thomas M. Harkins, President

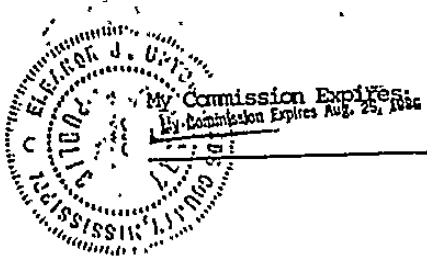
STATE OF MISSISSIPPI  
COUNTY OF HINDS

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

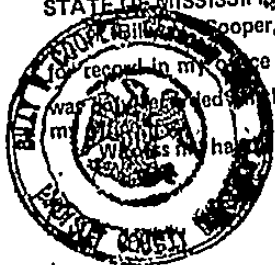
GIVEN under my hand and official seal of office, this the 24 day of April, 1985.

Eleanor J. Upton  
NOTARY PUBLIC



BOOK 205 PAGE 27

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April, 1985 at 8:50 o'clock A. M., and was not recorded on the 30 day of MAY, 1985, Book No. 205 on Page 26 in my office and seal of office, this the 7 day of MAY, 1985.

BILLY V. COOPER, Clerk

By D. W. Wray, D.C.

WARRANTY DEED

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2303

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

Lot 65 , BEAVER CREEK SUBDIVISION, PART TWO (2), a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Slide B-61 thereof, reference to which is here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 19 85 are to be prorated between the Grantor and the Grantee herein as of the date of this conveyance.

WITNESS MY SIGNATURE this the 24th day of April 19 85 .

HARKINS AND HARKINS BUILDERS, INC.

BY: Gary J. Harkins  
GARY J. HARKINS, VICE PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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

Builders, Inc., a Mississippi corporation, and that he, as such Vice 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.

BOOK 205 PAGE 29

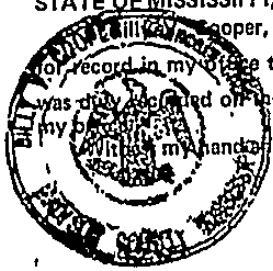
GIVEN under my hand and official seal of office, this the 24th day of April, 1985.

*Eleanor J. Gupta*  
NOTARY PUBLIC



My Commission Expires: April 22, 1986

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April, 1985, at 9:00 o'clock A.M., and was duly recorded on the MAY 7 1985 day of MAY 7 1985, 1985, Book No. 205 on Page 28 in my presence and seal of office, this the MAY 7 1985, 1985.

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

WARRANTY DEED

BOOK 205 PAGE 30

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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 Williams G. Lewis, a single person, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Lot Eight (8), BOARDWALK SUBDIVISION, a subdivision according to amap 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.

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 26th day of April, 1985.

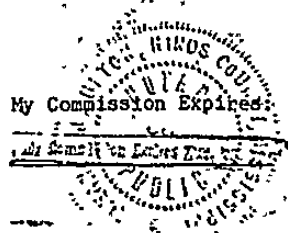
*Mark S. Jordan*  
Good Earth Development, Inc., a

Mississippi Corporation  
STATE OF MISSISSIPPI  
COUNTY OF HINDS

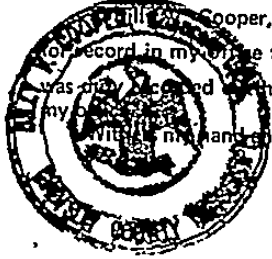
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Mark S. Jordan who acknowledged to me that he is the President of Good Earth Development, Inc., a Mississippi Corporation, and that he, as such President, signed and delivered the above and 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 26th day of April, 1985.

*Clarence L. Upton*  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed of record in my office this 30 day of April, 1985 at 9:00'clock P.M., and was duly recorded on the day of MAY 7 1985, 19... Book No. 205 on Page 30 in my office, this the... of MAY 7 1985, 19...

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

SPECIAL WARRANTY DEED

BOOK 205-PAGE 31 3307

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledge, I, the undersigned LELA MAE LOTT, do hereby sell, convey and warrant specially unto RUTHIE LaSALLE LOTT GRAY that certain parcel of property lying and being situated in Madison County, Mississippi, and being described as follows, to-wit:

A portion of Lot One (1) Block "C", Brame Addition, Madison County, Mississippi, a subdivision according to a map or plat thereof now on file and of record in the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 3, at page 16 thereof, reference to which is hereby made in aid of and as a part of this description. This portion is more particularly described as Parcel #1 in a survey done by Abbet Surveying Services, William Thomas Watkins, registered land surveyor, March 15, 1985, and described by Mr. Watkins as follows:

Parcel #1 is the West 1/3 of the East 220.29' of Lot #1, Block C, Brame Addition, Ridgeland, Madison County, Mississippi.

A true copy of that survey is attached hereto in aid hereof.

This conveyance and its special warranty is further subject to exceptions:

- (1) Ad valorem taxes for the present year which are hereby assumed by the grantee;
- (2) Any prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property;
- (3) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
- (4) Easements or other uses of subject property not visible from the surface, or easements or claims of easements, not shown by the public records;

(5) Restrictions and covenants presently in force by virtue of the ordinances or laws of the City of Ridgeland or Madison County, Mississippi.

In addition, reference is made to the Quitclaim Deed recorded in Book 160 at page 171 in the office of the Chancery Clerk of Madison County in Canton, Mississippi, which involved this property.

Witness my signature this the 26<sup>th</sup> day of April, 1985.

Lela Mae Lott  
LELA MAE LOTT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the County and State aforesaid, the within named Lela Mae Lott who acknowledged to me that she signed, executed and delivered the above and foregoing Special Warranty Deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the 26<sup>th</sup> day of April, 1985.

James Dunn  
NOTARY PUBLIC

My Commission Expires:

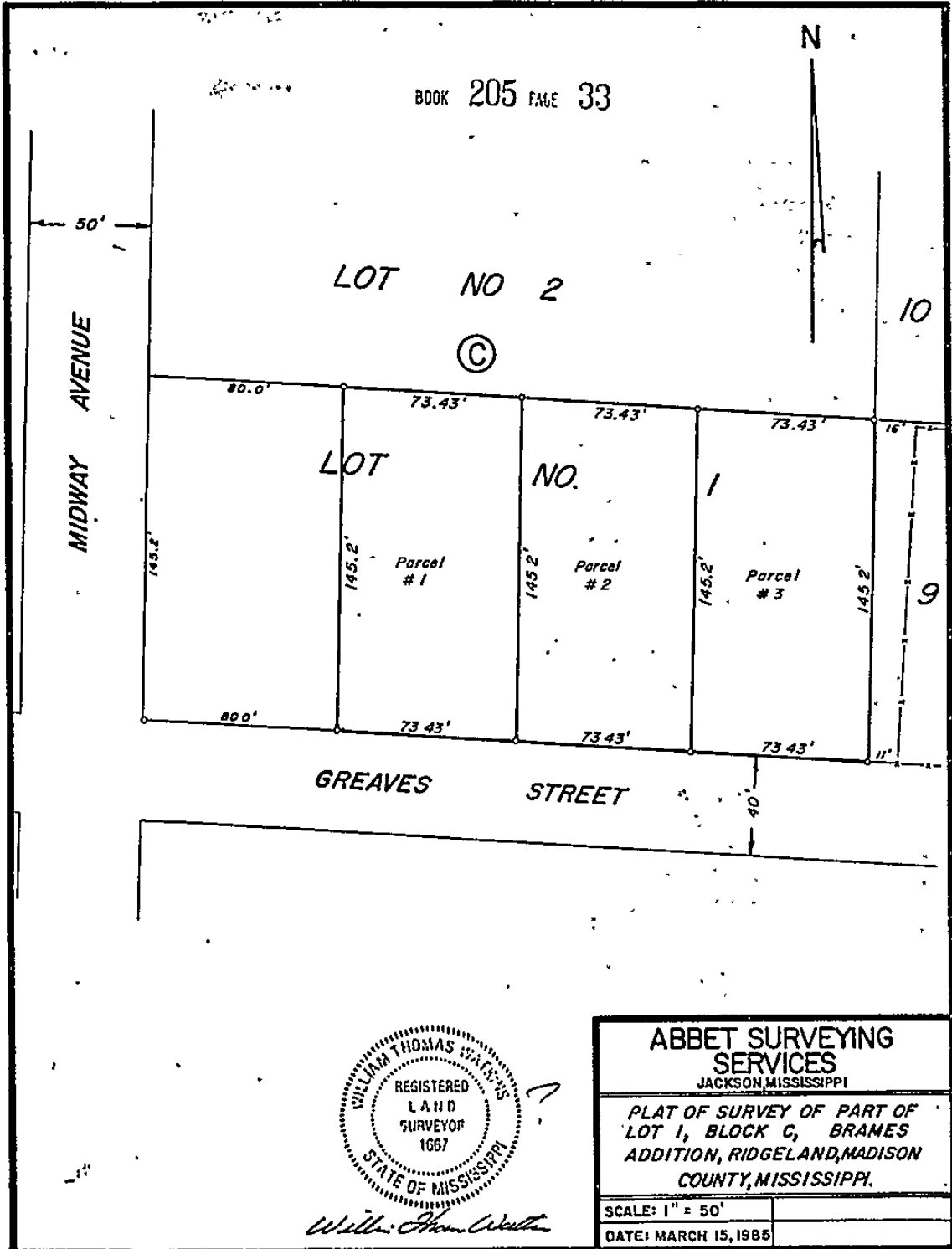
4-1-86

GRANTOR:  
Lela Mae Lott  
1909 Utah Street  
Jackson, MS 39213

GRANTEE:  
Ruthie LaSalle Lott Gray  
12919 Winfern Street  
Houston, TX 77064

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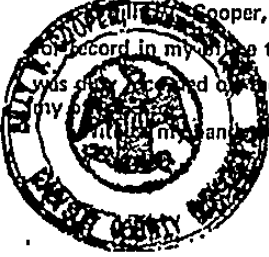




*William Thomas Walters*

<b>ABBET SURVEYING SERVICES</b> JACKSON, MISSISSIPPI	
PLAT OF SURVEY OF PART OF LOT 1, BLOCK C, BRAMES ADDITION, RIDGELAND, MADISON COUNTY, MISSISSIPPI.	
SCALE: 1" = 50'	
DATE: MARCH 15, 1985	

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
 of record in my office on this 30 day of April, 1985, at 9:00 o'clock am, M., and  
 was duly recorded on the 31 day of MAY, 1985, 1985, Book No. 205 on Page 33 in  
 my office and seal of office, this the 31 day of MAY, 1985, 1985.

BILLY V. COOPER, Clerk

By W. Wright, D.C.

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledge, I, the undersigned LELA MAE LOTT, do hereby sell, convey and warrant specially unto ANTHONY LOTT that certain parcel of property lying and being situated in Madison County, Mississippi, and being described as follows, to-wit:

A portion of Lot One (1) Block "C", Brame Addition, Madison County, Mississippi, a subdivision according to a map or plat thereof now on file and of record in the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 3, at page 16 thereof, reference to which is hereby made in aid of and as a part of this description. This portion is more particularly described as Parcel #1 in a survey done by Abbet Surveying Services, William Thomas Watkins, registered land surveyor, March 15, 1985, and described by Mr. Watkins as follows:

Parcel #2 is the West 1/2 of the East 146.86' of Lot #1, Block C, Brame Addition, Ridgeland, Madison County, Mississippi.

A true copy of that survey is attached hereto in aid hereof.

This conveyance and its special warranty is further subject to exceptions:

- (1) Ad valorem taxes for the present year which are hereby assumed by the grantee;
- (2) Any prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property;
- (3) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
- (4) Easements or other uses of subject property not visible from the surface, or easements or claims of easements, not shown by the public records;

(5) Restrictions and covenants presently in force by virtue of the ordinances or laws of the City of Ridgeland or Madison County, Mississippi.

In addition, reference is made to the Quitclaim Deed recorded in Book 160 at page 171 in the office of the Chancery Clerk of Madison County in Canton, Mississippi, which involved this property.

Witness my signature this the 26<sup>th</sup> day of April, 1985.

Lela Mae Lott  
LELA MAE LOTT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the County and State aforesaid, the within named Lela Mae Lott who acknowledged to me that she signed, executed and delivered the above and foregoing Special Warranty Deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the 26<sup>th</sup> day of April, 1985.

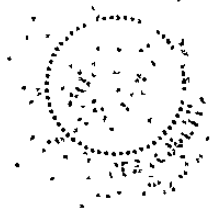
Jane L. Lott  
NOTARY PUBLIC

My Commission Expires:

4-1-86

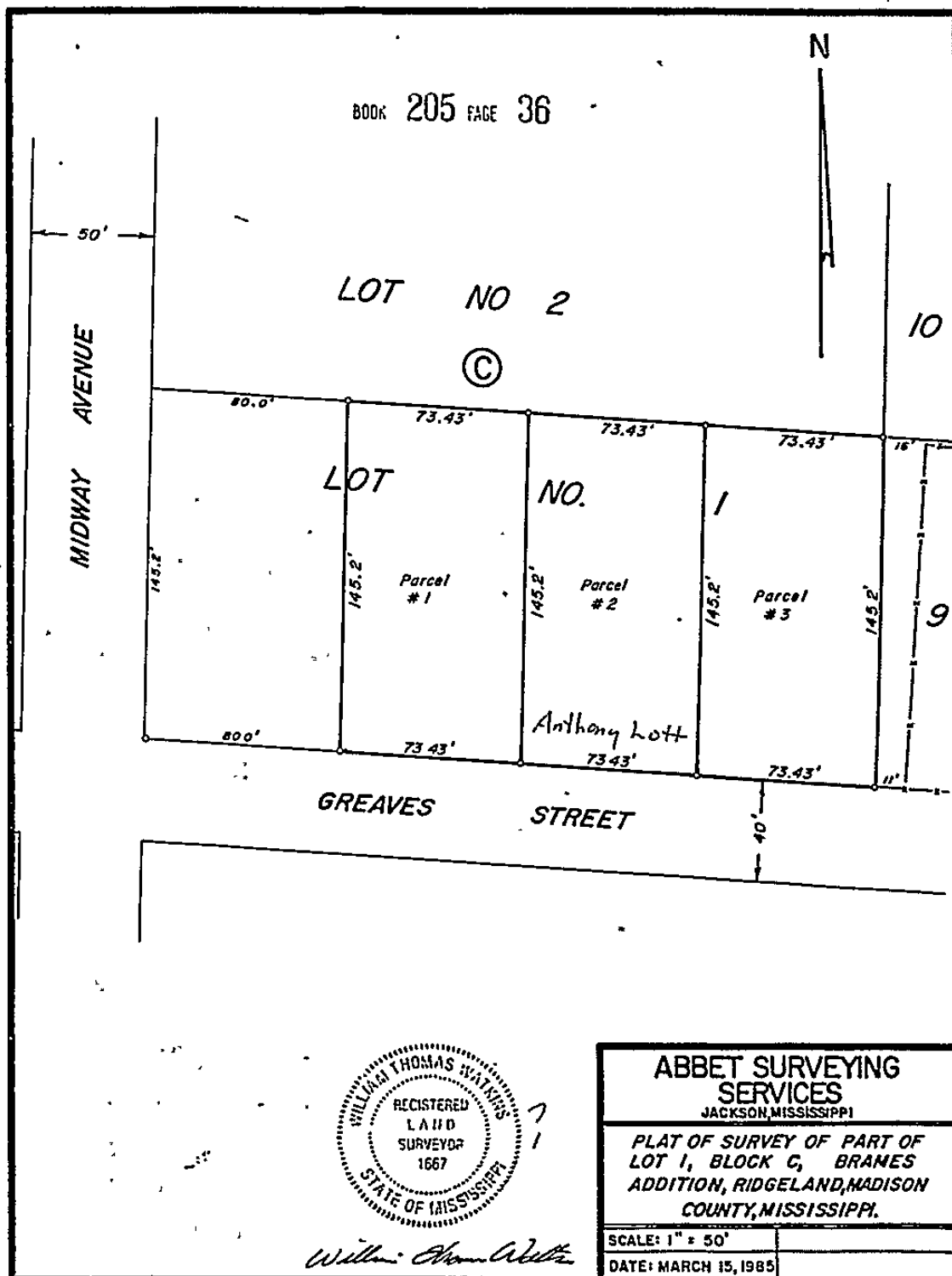
GRANTOR:  
Lela Mae Lott  
1909 Utah Street  
Jackson, MS 39213

GRANTEES:  
Anthony Lott  
1909 Utah Street  
Jackson, MS 39213



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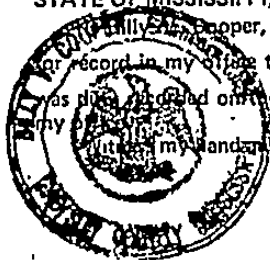


*William Thomas Winters*

<b>ABBET SURVEYING SERVICES</b> JACKSON, MISSISSIPPI	
PLAT OF SURVEY OF PART OF LOT 1, BLOCK C, BRAMES ADDITION, RIDGELAND, MADISON COUNTY, MISSISSIPPI.	
SCALE: 1" = 50'	
DATE: MARCH 15, 1985	

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April, 1985, at 9:00 o'clock A.M.; and was filed and recorded on the MAY 7 day of 1985, 1985, Book No. 205 on Page 34 in my office. Witness my hand and seal of office, this the MAY 7 day of 1985, 1985.



BILLY V. COOPER, Clerk

By D. Wright, D.C.

SPECIAL WARRANTY DEED

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledge, I, the undersigned LELA MAE LOTT, do hereby sell, convey and warrant specially unto DEBRA LOTT and RAMON ANTONIA WILKS, as joint tenants with full rights of survivorship and not as tenants in common, that certain parcel of property lying and being situated in Madison County, Mississippi, and being described as follows, to-wit:

A portion of Lot One (1) Block "C", Brame Addition, Madison County, Mississippi, a subdivision according to a map or plat thereof now on file and of record in the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 3, at page 16 thereof, reference to which is hereby made in aid of and as a part of this description. This portion is more particularly described as Parcel #1 in a survey done by Abbet Surveying Services, William Thomas Watkins, registered land surveyor, March 15, 1985, and described by Mr. Watkins as follows:

Parcel #3 is the East 73.43' of Lot #1, Block C, Brame Addition, Ridgeland, Madison County, Mississippi.

A true copy of that survey is attached hereto in aid hereof.

This conveyance and its special warranty is further subject to exceptions:

- (1) Ad valorem taxes for the present year which are hereby assumed by the grantee;
- (2) Any prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property;
- (3) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
- (4) Easements or other uses of subject property not visible from the surface, or easements or claims of easements, not shown by the public records;

(5) Restrictions and covenants presently in force by virtue of the ordinances or laws of the City of Ridgeland or Madison County, Mississippi.

In addition, reference is made to the Quitclaim Deed recorded in Book 160 at page 171 in the office of the Chancery Clerk of Madison County in Canton, Mississippi, which involved this property.

Witness my signature this the 26<sup>th</sup> day of April, 1985.

Lela Mae Lott  
LELA MAE LOTT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the County and State aforesaid, the within named Lela Mae Lott who acknowledged to me that she signed, executed and delivered the above and foregoing Special Warranty Deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the 26<sup>th</sup> day of April, 1985.

James Gunn  
NOTARY PUBLIC

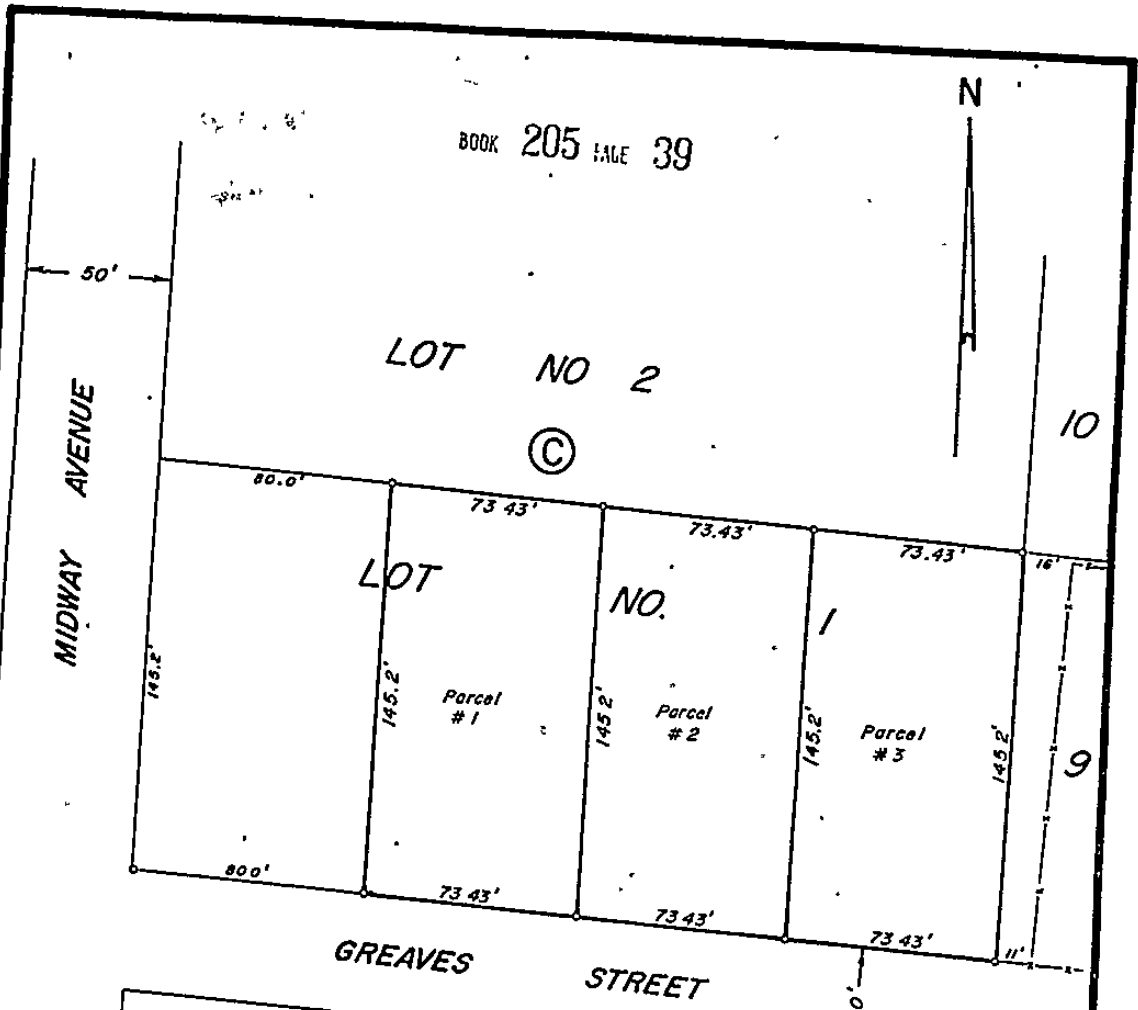
My Commission Expires:

4-1-86

GRANTOR:  
Lela Mae Lott  
1909 Utah Street  
Jackson, MS 39213

GRANTEES:  
Debra Lott and  
Ramon Antonia Wilks  
1909 Utah Street  
Jackson, MS 39213

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LOT NO 2

©

LOT NO. 1

Parcel #1

Parcel #2

Parcel #3

MIDWAY AVENUE

GREAVES STREET



**ABBET SURVEYING SERVICES**  
 JACKSON, MISSISSIPPI

PLAT OF SURVEY OF PART OF  
 LOT 1, BLOCK C, BRAMES  
 ADDITION, RIDGELAND, MADISON  
 COUNTY, MISSISSIPPI.

SCALE: 1" = 50'

DATE: MARCH 15, 1985

*William Thomas Watkins*



STATE OF MISSISSIPPI, County of Madison:  
 Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
 for record in my office this 30 day of April, 1985, at 9:00 clock A.M., and  
 was duly recorded on the day of MAY 2, 1985, 19... Book No 205 on Page 37... in  
 my office and seal of office, this the MAY 7, 1985, 19...

BILLY V. COOPER, Clerk

By *B. Cooper*, D.C.

QUITCLAIM DEED

WHEREAS, Howard H. Knowles died testate on December 30, 1963, owning certain oil, gas and other minerals, or an interest therein, in, on and under the lands hereinafter described, and INDEXED

WHEREAS, the Last Will and Testament of Howard H. Knowles, deceased, was duly admitted to probate by the Chancery Court of the First Judicial District of Hinds County, Mississippi, and said estate has been fully administered and distributed by the undersigned as Executor, and

WHEREAS, under the Last Will and Testament of Howard H. Knowles, deceased, all of his mineral rights and interests were devised to the undersigned, Deposit Guaranty National Bank, as trustee for the testator's surviving daughter, Sally Ann Knowles Gentry (now Sally Ann Knowles Fried), with said trust to terminate when the beneficiary attained the age of forty (40) years, which occurred March 28, 1985, and

WHEREAS, on termination of said testamentary trust, all of the right, title and interest of Howard H. Knowles vested absolutely in his said daughter under the said Last Will and Testament and the beneficiary is desirous of recording evidence thereof;

NOW, THEREFORE, in consideration of the premises, the undersigned Deposit Guaranty National Bank, in its capacity as testamentary trustee under the Last Will and Testament of Howard H. Knowles, deceased, does hereby transfer, convey and quitclaim unto Sally Ann Knowles Fried (formerly Sally Ann Knowles Gentry) all of the right, title and interest vested in Howard H. Knowles, deceased, at the time of his death, including all of his said right, title and interest in and to all of the oil, gas and other minerals in, on and under Section 3, Township 11 North, Range 3 East, Madison County, Mississippi.

EXECUTED this the 17<sup>th</sup> day of April, 1985.

DEPOSIT GUARANTY NATIONAL BANK  
BY: [Signature]  
Vice President and Trust Officer

Attest:

[Signature]  
Notary Public

STATE OF MISSISSIPPI  
COUNTY OF HINDS

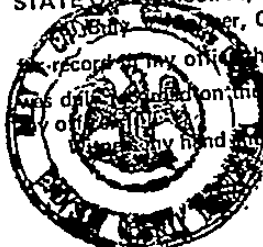
Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, [Signature], Vice President and Trust Officer of Deposit Guaranty National Bank, who acknowledged that he signed, executed and delivered the above and foregoing Quitclaim Deed, being duly authorized so to do, as the act and deed of Deposit Guaranty National Bank, in its capacity as testamentary trustee under the Last Will and Testament of Howard H. Knowles, deceased.

Given under my hand and seal of office, on this the 18<sup>th</sup> day of April, 1985.

My Commission Expires:  
[Signature]  
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, [Signature], Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on this 30 day of April, 1985, at 9:00 o'clock P.M., and was duly recorded on the 30 day of April, 1985, in Book No. 205 on Page 40 in my hand and seal of office, this the 30 day of April, 1985.



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



C  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

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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 consideration, the receipt and sufficiency  
of which is hereby acknowledged, I, HARRY HAWKINS, one and  
the same as PRENTISS HARRY HAWKINS, Country Club Road,  
Canton, Mississippi 39046, do hereby sell, convey and  
warrant unto MRS. LOIS WADFORD, Route 2, Box 189-A, Canton,  
Mississippi, the following described real property lying and  
being situated in Madison County, Mississippi, to-wit:

W $\frac{1}{2}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 3, Township 9  
North, Range 5 East, Madison  
County, Mississippi, containing 20  
acres more or less, less and except  
approximately 2 acres to the  
Natchez Trace.

This conveyance is executed subject to the following  
exceptions:

1. Grantor conveys unto Grantee one-half of all  
minerals which he may own lying in, on and under the above  
described property.

2. Grantor reserves unto himself, his heirs and  
assigns, right of ingress and egress on the present road  
across the above described property which leads from the  
Natchez Trace. Grantor also will help maintain a parking  
area on .9 acre open land immediately off the Trace and  
reserves the right to park his vehicle on said parking area.

3. Ad valorem taxes for the year 1985 shall be  
prorated with the Grantor paying 0/12ths of said taxes  
and the Grantee paying 12/12ths of said taxes.

5. Zoning Ordinances and Subdivision Regulations of  
Madison County, Mississippi.

EXECUTED this the 13<sup>th</sup> day of February, 1985.

Harry Hawkins  
HARRY HAWKINS, one and the  
same as PRENTISS HARRY  
HAWKINS

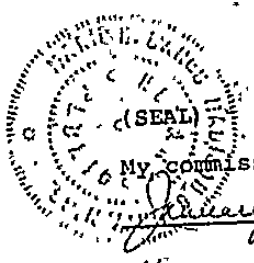
BOOK 205 PAGE 42

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned  
authority in and for said county and state, the within named  
HARRY HAWKINS, one and the same as PRENTISS HARRY HAWKINS,  
who acknowledged that he signed, executed and delivered the  
above and foregoing instrument on the day and year therein  
mentioned.

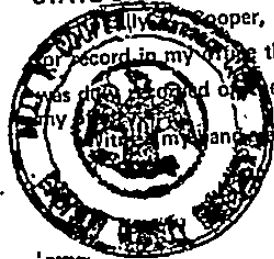
Given under my hand and official seal, this the 13<sup>th</sup>  
day of February, 1985.

Gracie H. Linn  
NOTARY PUBLIC



My commission expires:  
February 31, 1989

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 30 day of April, 1985, at 10:00 o'clock a. M., and  
was duly recorded on the MAY 7 day of 1985, 19....., Book No. 205 on Page 41 in  
my office with my official seal of office, this the MAY 7 of 1985, 19.....

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

POWER OF ATTORNEY OF MRS. JEWEL GEORGE

KNOW ALL MEN BY THESE PRESENTS that I, Mrs. Jewel George, do by these presents nominate, constitute and appoint my son, M. A. George, Jr., my Attorney in Fact and Record for all purposes, including any and all acts which I might do and perform for myself were I present and acting and including the collection of indebtednesses owing to me, the payment and discharging of all obligations due by me, borrowing money, executing releases, receipts, withdrawals of funds of mine, either in checking or savings accounts or savings certificates or any other evidences of indebtednesses due or owing to me or belonging to me on deposit in any dispository, releasing and discharging all obligations which I might have against others or which others might have against me, including the signing of checks, notes, deeds of trust and the sale of property, both real and personal, and any and all choses in action which might be due to me or which might be owing to me, and to execute, oil, gas and mineral leases. *J.B. George*  
 This Power of Attorney shall not be limited to the foregoing but shall be for all purposes where I might be acting for myself if I were present and acting.

This Power of Attorney shall remain in full force and effect unless revoked by me in writing.

WITNESS MY SIGNATURE, this the 6 day of May, 1983.

*Mrs. Jewel B. George*  
 MRS. JEWEL GEORGE

I, M. A. George, Jr., do hereby accept the duties and obligations of the foregoing Power of Attorney, this the 6 day of May, 1983.

*M. A. George Jr.*  
 M. A. GEORGE, JR.

STATE OF MISSISSIPPI  
 COUNTY OF Madison

This day personally appeared before me, the undersigned authority for and within the jurisdiction aforesaid, the within named MRS. JEWEL GEORGE,

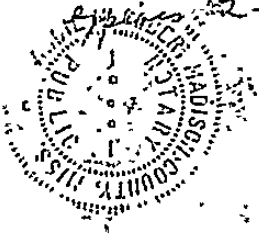
who, after having been duly sworn, says and states on oath that she signed and delivered the foregoing instrument for the purposes therein stated as her own free act and deed on the day and date therein stated.

Mrs. Jewel George  
MRS. JEWEL GEORGE

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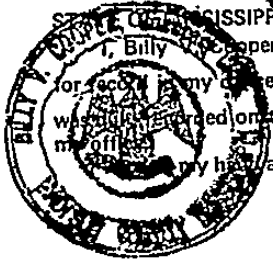
SWORN TO AND SUBSCRIBED, before me this the 6 day of May 1983.

*my commission expires 2-25-86*



Rebecca M. Isaac  
NOTARY PUBLIC

Madison County, Ms.



MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April, 1985, at 10:15 clock a M., and was returned on the MAY 7 day of 1985, 1985, Book No. 205 on Page 43 in my hand and seal of office, this the MAY 7 of 1985, 1985.

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

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, and the assumption by the Grantee of that certain deed of trust from James E. Ward, Sr., and wife, Bethany F. Ward to deposit Guaranty National Bank as beneficiary, dated October 17, 1975, and recorded in Book 413 at page 833 in the records in the office of the Chancery Clerk of Madison County, Mississippi; said Deed of Trust being re-recorded in Book 414 at page 111, the receipt and sufficiency of which is hereby acknowledged; We, CARL DAVID EUBANK, THOMAS WILLIAM EUBANK, and ELLON EUBANK, Grantors, do hereby convey and forever warrant unto MILTON EUBANK, Grantee, the following described real property lying and being situated in the City of Madison, Madison County, Mississippi, to-wit:

LOT FOUR (4) of BLOCK F, of TRACELAND NORTH, PART III, 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, as recorded in Plat Book 5 at Page 48, reference to which map or plat is hereby made in aid of this description.

Grantee assumes and agrees to pay that certain deed of trust executed by James E. Ward, Sr., and wife, Bethany F. Ward, to Deposit Guaranty National Bank, dated October 17, 1975, and recorded in Book 413 at page 833 and re-recorded in Book 414 at page 111 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

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

1. City of Madison and County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantors: -0-; Grantee: 12/12.
2. City of Madison, 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.

WITNESS OUR SIGNATURES on this the 26<sup>th</sup> day of April, 1985.

Thomas William Eubank  
THOMAS WILLIAM EUBANK

Carl David Eubank  
CARL DAVID EUBANK

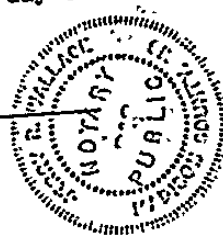
Ellon Eubank  
ELLON EUBANK

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 26<sup>th</sup> day of April, 1985.

*[Signature]*  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

March 5, 1988

\*\*\*\*

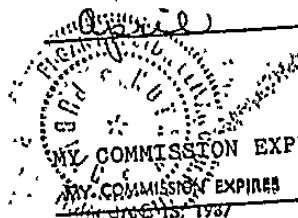
STATE OF MISSISSIPPI  
COUNTY OF Bolivar

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named THOMAS WILLIAM EUBANK, 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 26<sup>th</sup> day of

April, 1985.

*[Signature]*  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

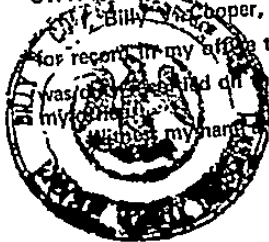
March 15, 1987

Grantor:  
P. O. Box 451  
Madison, MS. 39110

Grantee:  
428 Traceland Drive  
Madison, MS. 39110

1003/4025

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30<sup>th</sup> day of April, 1985, at 10:25 o'clock A. M., and was duly recorded on the 30<sup>th</sup> day of MAY, 1985, Book No. 215 on Page 45 in my office at the city of Madison, Mississippi, this the 7<sup>th</sup> day of MAY, 1985.  
BILLY V. COOPER, Clerk  
By [Signature] D.C.



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ASSUMPTION WARRANTY DEED

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 Grantee of that certain deed of trust from Nathan F. Jordan and wife, Marilyn Jordan to Ernest W. Turnbull, Inc., to secure The Lomas & Nettleton Company, as beneficiary, dated April 24, 1984, and recorded in Book 533 at page 585 in the records in the office of the Chancery Clerk of Madison County, Mississippi; the receipt and sufficiency of which is hereby acknowledged; I, MARILYN JORDAN, Grantor, do hereby convey and forever warrant unto NATHAN F. JORDAN, Grantee, the following described real property lying and being situated in the City of Madison, Madison County, Mississippi, to-wit:

LOT THIRTY ONE (31), TIDEWATER SUBDIVISION, PART ONE (1) a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat. Cabinet "B" at Slot 54 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

Grantee assumes and agrees to pay that certain deed of trust executed by Nathan F. Jordan and wife, Marilyn Jordan, to Ernest W. Turnbull, Inc., as Trustee to secure The Lomas & Nettleton Company dated April 24, 1984, and recorded in Book 533 at page 585 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

As further consideration for the Grantor's execution of this deed, the Grantee, Nathan F. Jordan, assumes those debts described in the closing statement of April 23, 1985 and executed by the parties hereto.

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

1. City of Madison and County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantors: -0-; Grantee: 12/12.
2. City of Madison, Mississippi, and Madison County Zoning and Subdivision Regulations Ordinance of 1976 adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.

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

WITNESS MY SIGNATURE on this the 29th day of April, 1985.

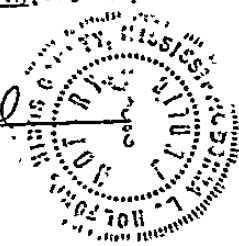
Marilyn Jordan  
MARILYN JORDAN

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

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

Donna L. Wolford  
NOTARY PUBLIC

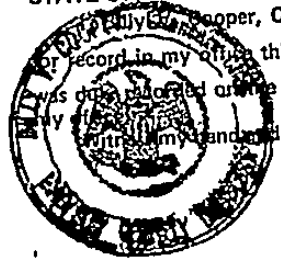


MY COMMISSION EXPIRES:  
12/19/88

Grantor:  
3144 Bridgeport Lane  
Madison, MS 39110  
4851/4830  
885

Grantee:  
3144 Bridgeport Lane  
Madison, MS 39110

STATE OF MISSISSIPPI, County of Madison:   
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30th day of April, 1985, at 10:25 o'clock a M., and was duly recorded on the 30th day of MAY, 1985, Book No. 205 on Page 47 in my office at Madison, Mississippi, this the MAY 7 day of 1985, 1985.  
Witness my hand and seal of office, this the MAY 7 day of 1985, 1985.  
BILLY V. COOPER, Clerk  
By B. Cooper, D.C.





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, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, JENELL T. GARNER does hereby sell, convey and warrant unto DURWOOD MCPHAIL, the land and property situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 31, APPLERIDGE SUBDIVISION, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 4 at page 38 reference to which map or plat is here made in aid of and as a part of this description. (Cabinet A at Slot 120)

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

GRANTEES assume and agree to pay that certain Deed of Trust executed by Jewell T. Garner to Colonial Mortgage Company dated October 9, 1976, recorded in Book 423 at Page 656 securing \$21,000.00.

GRANTORS do hereby assign, set over and deliver unto the Grantees any and all escrow funds held by beneficiary under said Deed of Trust.

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

WITNESS THE SIGNATURES of the Grantors, this the 30th day of April, 19 85.

  
JEWELL T. GARNER


STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Jewell T. Garner, who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

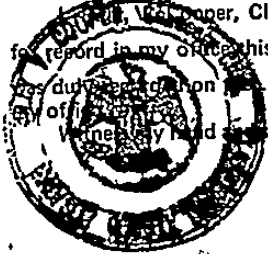
GIVEN UNDER MY hand and official seal of office this the 30th day of April, 1985.

*J. L. ...*  
NOTARY PUBLIC

My commission expires: *7-19-86*  


STATE OF MISSISSIPPI, County of Madison:

*Billy V. Cooper*, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this *30* day of *April*, 19*85*, at *11:25* clock *A*.M., and the duplicate thereon *MAY 7* day of *1985*, 19....., Book No. *205*, on Page *49* in my office seal of office, this the *MAY 7* 1985, 19.....



BILLY V. COOPER, Clerk

By *J. A. Wright*..... D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, I the undersigned H. T. Bevill, do hereby grant, bargain, sell, convey and warrant unto Birl B. Miller, Jr. and wife Mary Morehead Miller, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, being more particularly described as follows:

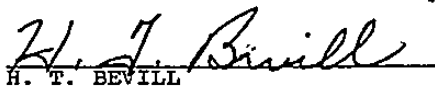
Lot 22, Madison Rolling Hills Subdivision, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Cabinet A at Slide 160, reference to which is hereby made in aid of and as a part of this description.

Grantees hereby assume and agree to pay the ad valorem taxes for the current year.

There is excepted from the warranty hereof all building restrictions, protective covenants, easements, rights-of-way and prior mineral reservations of record.

The lands herein described constitute no part of Grantor's homestead.

WITNESS my signature on this the 29<sup>th</sup> day of April, 1985.

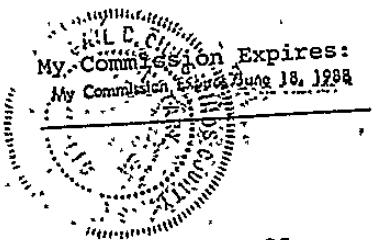
  
H. T. BEVILL

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named H. T. Bevill, who acknowledged to me that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

WITNESS my signature and seal of office, this the 29<sup>th</sup> day of April, 1985.

Gail B. Miller  
Notary Public



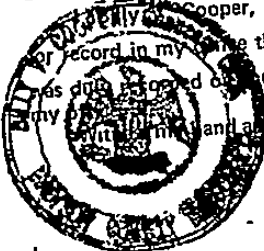
GRANTOR'S ADDRESS:

Mr. H. T. Bevill  
4436 Woodlark Drive  
Jackson, MS 39211

GRANTEES' ADDRESS:

Birl B. Miller, Jr.  
Mary Morehead Miller  
5849 Medallion Drive  
Jackson, MS 39211

STATE OF MISSISSIPPI, County of Madison: I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April, 1985, at 11:30 o'clock a M., and was duly recorded on the 30 day of MAY, 1985, Book No. 205 on Page 51 in my office and seal of office, this the MAY 7 1985, 19.....



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

GRANTORS:

James H. Stewart, Jr.  
Herbert H. Coleman  
Gary Lee Hawkins  
c/o Lee Hawkins Real Estate  
130 Highway 51 North  
Ridgeland, MS 39157

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INDEXED

GRANTEE:

Northpark Joint Venture,  
A Texas General Partnership  
1001 Capitol Bank Building  
5307 East Mockingbird Lane  
Dallas, TX 75206

WARRANTY DEED

FOR AND IN CONSIDERATION of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned JAMES H. STEWART, JR., HERBERT H. COLEMAN AND GARY LEE HAWKINS do hereby sell, convey, and warrant unto NORTH PARK JOINT VENTURE, a Texas general partnership consisting of (1) Telstar Partnership, a Texas general partnership acting through its managing partner, Steven S. Schiff; (2) Charles G. Dannis; (3) Stephen Crosson; (4) Robert Barry Howard; and (5) Charles H. Perry, that certain land and property lying and being situated in the City of Ridgeland, Madison County, State of Mississippi, and being more particularly described in Exhibit "A" hereto, which is incorporated herein by reference and signed for identification.

This conveyance and the warranty hereof are subject to the following:

1. Ad valorem taxes for the year 1985 which are not yet due and payable.
2. Any prior reservation or conveyance of minerals of every kind and character including but not limited to oil, gas, sand and gravel in, on and under the above described property.

3. Those certain rights-of-way to Mississippi Power and Light Company as recorded in Book 33 at Page 417 and in Book 50 at Page 209 of the records on file in the office of the Chancery Clerk of Madison County at Canton, Mississippi.

4. The official plat of Highland Colony Sub-division which shows that a forty foot (40') street runs along the north and east sides of Lot 1, the east and south sides of Lot 8, and the south side of Lots 6 and 7 of Highland Colony Sub-division. Recitations in the surveyor's certificate on the plat of Highland Colony would indicate that blocks in Highland Colony extend to the center of the streets. The warranty herein does not extend to title to any portion of the property which may be situated within the boundaries of streets as indicated by the plat of Highland Colony.

5. A perpetual easement and right-of-way twenty feet (20') in width across the west end of Parcel 2 for the purpose of ingress and egress and for the purpose of constructing, installing, repairing and maintaining water mains, lines and pipes as conveyed in that certain warranty deed from Pear Orchard Development Corporation to James H. Stewart, et al, and recorded in Book 193 at Page 109 of the aforesaid Chancery Clerk's records and subsequently conveyed to the City of Ridgeland by instrument recorded in Book 193 at Page 98 of said office.

6. A water main running along and approximately ten feet (10') west of the east lines of Lots 1 and 8 of Highland Colony Sub-division.

The 1985 ad valorem taxes have been prorated as of the date of this conveyance on an estimated basis. When the actual tax statements are available and the amount of 1985 taxes known, if it is determined that such estimate is not correct, the parties

BOOK 205 PAGE 54

hereto will make the appropriate adjustments for the accurate proration of said taxes within ten (10) days after written notice to the party required to pay the adjustment.

WITNESS our signatures this the 29<sup>th</sup> day of April, 1985.

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James H. Stewart, Jr.  
JAMES H. STEWART, JR.

Herbert H. Coleman  
HERBERT H. COLEMAN

Gary Lee Hawkins  
GARY LEE HAWKINS

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JAMES H. STEWART, JR., who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned as his own free act and deed.

Given under my hand and official seal of office, this, the 29<sup>th</sup> day of April, 1985.

My commission expires:  
12-86

Elizabeth Fink Ward  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named HERBERT H. COLEMAN, who acknowledged to me that he signed and delivered the above and foregoing instrument of

writing on the day and in the year therein mentioned as his own free act and deed.

Given under my hand and official seal of office, this, the 29<sup>th</sup> day of April, 1985.

Betham Link Wash  
NOTARY PUBLIC

My commission expires:

5-12-86

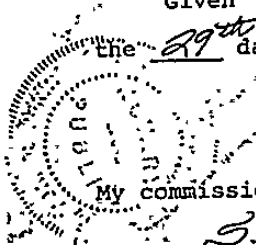
BOOK 205 PAGE 56

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named GARY LEE HAWKINS, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned as his own free act and deed.

Given under my hand and official seal of office, this, the 29<sup>th</sup> day of April, 1985.



Betham Link Wash  
NOTARY PUBLIC

My commission expires:

5-12-86



EXHIBIT "A"

Parcel I

A parcel of land being part of Lot 1 of Block 31 of HIGHLAND COLONY SUBDIVISION as platted and recorded at Cabinet A, Slide 3, also being part of ORCHARD PLACE SUBDIVISION - PHASE 1, as platted and recorded at Cabinet B, Slide 35 all of record in the office of the Chancery Clerk of Madison County, Mississippi, being situated in the SE 1/4 of NE 1/4 of Section 31, T7N, R2E, City of Ridgeland, Madison County, Mississippi, containing 6.83 acres, and being more particularly described as follows:

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BEGINNING at the intersection of the south line of Lot 1 of Block 31 of HIGHLAND COLONY SUBDIVISION and the westerly R/W of Pear Orchard Road, run thence N 89°51' W - 640.00 ft. to the S/W corner of said Lot 1, said point also being the S/W corner of ORCHARD PLACE SUBDIVISION PHASE 1; run thence N 00°09' E - 465.00 ft. along the west line of said Lot 1 to the N/W corner of ORCHARD PLACE SUBDIVISION PHASE 1; run thence S 89°51' E - 640.00 ft. along the north line of ORCHARD PLACE SUBDIVISION PHASE 1 to the westerly R/W of Pear Orchard Road; run thence S 00°09' W - 465.00 ft. along the westerly R/W of Pear Orchard Road to the POINT OF BEGINNING.

Parcel II

A parcel of land being part of Lot 6 and all of Lots 7, and 8 of Block 31 of HIGHLAND COLONY SUBDIVISION, as platted and recorded at Cabinet A, Slide 3, being part of ORCHARD PLACE SUBDIVISION - PHASE 1, as platted and recorded at Cabinet B, Slide 35, all of record in the office of the Chancery Clerk of Madison County, Mississippi, being situated in the S 1/2 of the NE 1/4 of Section 31, T7N, R2E, City of Ridgeland, Madison County, Mississippi, containing 29.11 acres, and being more particularly described as follows:

BEGINNING at the intersection of the north line of Lot 8 of Block 31 of Highland Colony Subdivision, and the westerly R/W of Pear Orchard Road, run S 00°01'11" W - 660.00 ft. along the west R/W of Pear Orchard Road to the south line of Lot 8 of Block 31 of HIGHLAND COLONY SUBDIVISION; run thence N 89°51' W - 1300.00 ft. along the south line of Lots 8 and 7 of Blk 31 of HIGHLAND COLONY SUBDIVISION; thence S 89°58'25" W - 660.13 ft. along the south line of said Lot 6 to the southeast corner of APPLERIDGE SUBDIVISION and the southwest corner of said Lot 6; run thence N 00°04'29" E - 535.00 ft. along the line between said APPLERIDGE SUBDIVISION and said Lot 6; thence East 200.00 ft.; thence NORTH 125.00 ft. to the North line of said Lot 6; run thence S 89°56'22" E - 1118.21 ft. along the north line of Lots 6 and 7 of Block 31 of HIGHLAND COLONY SUBDIVISION; run thence S 89°51' E 640.00 ft. along the north line of Lot 8 of Block 31 of HIGHLAND COLONY SUBDIVISION to the POINT OF BEGINNING.

Signed for Identification:

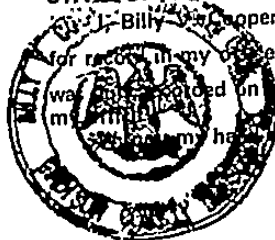
James H. Stewart, Jr.  
JAMES H. STEWART, JR.

Herbert H. Coleman  
HERBERT H. COLEMAN

Gary Lee Hawkins  
GARY LEE HAWKINS

GRANTORS

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of June, 1985, at 1:00 o'clock P.M., and was recorded on the 30 day of June, 1985, Book No. 205 on Page 53 in my office and seal of office, this the 7 day of May, 1985, 1985.

BILLY V. COOPER, Clerk

By N. W. Smith D.C.

For Partial Release See Book 591  
Page 311 This 30 day of May  
19 88

For Subordination Agree For Partial Release See Book 648  
Page 235 This 2 day of May  
19 88  
Subbook 648 Page 242  
Billy V. Cooper C C  
By K. Gregory D.C.  
5-2-88

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

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

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4/23/85

ASSIGNMENT OF SALES CONTRACTS

STATE OF MISSISSIPPI §  
COUNTY OF MADISON § KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT is executed by NORTH PARK JOINT VENTURE (hereinafter called "Borrower"), as of the 26<sup>th</sup> day of April, 1985.

WITNESSETH:

WHEREAS, Borrower has executed and delivered a Promissory Note dated of even date herewith (the "Note") payable to the order of TEXAS STATE MORTGAGES, INC. at 12700 Preston Road, Suite 160, Dallas, Texas 75230 ("Lender") in the original principal sum of Nine Million One Hundred Fifty Thousand and No/100 Dollars (\$9,150,000.00) due as therein specified and bearing interest from the date and at the rate therein respectively provided; and

WHEREAS, the Note has been delivered pursuant to, and is entitled to the benefits of, that certain Loan Agreement of even date herewith (the "Loan Agreement") between Borrower and Lender, and under the terms of which Borrower is to construct certain improvements as described therein on the property which is described on Exhibit "A" attached hereto (the "Premises"); and

WHEREAS, Borrower, by a Deed of Trust dated of even date with the Note (the "Mortgage"), has granted to Lender a first lien on the Premises and certain other security interests, rights and liens, all as set forth in the Mortgage, to secure repayment of sums due and owing to Lender under the Note, and all documents executed in connection therewith, said Mortgage being filed for record in the Office of the County Clerk of Madison County, Mississippi on April 30, 1985, under County Clerk's File No. Book 557; and Page 596

WHEREAS, Borrower, as Owner, and certain third parties (including individuals, partnerships, proprietorships, corporations, or persons or entities of any kind) have entered or will be entering into earnest money contracts, sales or purchase contracts, or other similar documents (the "Contracts") relating to the acquisition of portions of the Premises by said parties; and

WHEREAS, to secure the Lender in the payment of sums due and owing under the Note, the Loan Agreement and all documents executed in connection therewith, and to secure the performance of the obligations of Borrower under said documents, Borrower desires to transfer, pledge and assign the Contracts and all of its rights thereunder, to Lender;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby transfers, pledges and assigns to Lender, its successors and assigns, the Contracts and all rights, powers, interests, privileges and remedies of the Borrower thereunder.

Borrower warrants and represents to Lender, its successors and assigns, that:

1. The terms of the Contracts, all of which will be submitted to Lender for prior approval, have been or will be fully set out and disclosed in

the copies thereof which have been or will be delivered by Borrower to Lender and such Contracts shall contain provisions permitting the transfer of Borrower's rights thereunder, either prior to or after foreclosure, to Lender.

2. Once the Contracts have been executed, the same will remain in full force and effect and the same shall not be amended, altered or revoked in any manner without the prior written consent of Lender.

3. Borrower has not executed any prior assignment, pledge or hypothecation of its rights under the Contracts and holds full and complete power and authority to transfer, pledge and assign its rights under the Contracts to Lender free and clear of any third party whatsoever.

This Assignment is executed as additional security for the payment of all sums due and owing under the Note, the Loan Agreement and all documents executed in connection therewith, that certain Profit Sharing Agreement dated of even date herewith by and between Borrower and Lender and for the performance of all obligations of Borrower under the Note, the Loan Agreement and all documents executed in connection therewith and the Profit Sharing Agreement, and it is expressly stipulated, covenanted and agreed that foreclosure under the Mortgage shall operate to foreclose fully the rights of Borrower under the Contracts, and in such event, all rights of Borrower under the Contracts shall be vested in the successful bidder at such foreclosure.

In addition to the above, effective any time there exists an Event of Default under the Note, the Loan Agreement or any documents executed in connection therewith, and Lender so certifies, Lender is hereby irrevocably appointed agent and attorney-in-fact as to performance by Borrower of its obligations under the Contracts and as to enforcement by Borrower of its rights and remedies under the Contracts and all costs, expenses and liabilities incurred and payment made by Lender as such agent and attorney-in-fact shall be considered an advance on the Note and shall be secured by all documents securing the Note.

Without limiting the foregoing, Borrower covenants and agrees to execute such further and additional instruments, documents and assignments as may be requested by Lender to vest in Lender all rights of Borrower under the Contracts.

EXECUTED and effective on the date and year first above written.

NORTHPARK JOINT VENTURE,  
a Texas joint venture

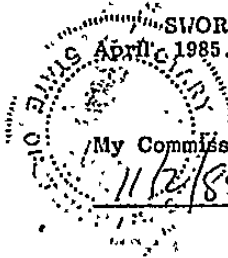
By: TELSTAR PARTNERSHIP,  
a Texas general partnership,  
managing joint venturer

By: Steven S. Schmitt  
Steven S. Schmitt  
managing partner

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared STEVEN S. SCHIFF, managing partner of TELSTAR PROPERTIES, in its capacity as managing joint venturer of NORTH PARK JOINT VENTURE, a Texas joint venturer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein expressed and as the act and deed of the joint venture, having been authorized so to do.

SWORN TO AND SUBSCRIBED before me on this the 20<sup>th</sup> day of April, 1985.



My Commission Expires: 11/2/85

*[Signature]*  
Notary Public, State of Texas

*R Jeffrey Schmitt*  
Printed or Typed Name of Notary

## EXHIBIT "A"

Parcel I

A parcel of land being part of Lot 1 of Block 31 of HIGHLAND COLONY SUBDIVISION as platted and recorded at Cabinet A, Slide 3, also being part of ORCHARD PLACE SUBDIVISION - PHASE 1, as platted and recorded at Cabinet B, Slide 35 all of record in the office of the Chancery Clerk of Madison County, Mississippi, being situated in the SE 1/4 of NE 1/4 of Section 31, T7N, R2E, City of Ridgeland, Madison County, Mississippi, containing 6.83 acres, and being more particularly described as follows:

BEGINNING at the intersection of the south line of Lot 1 of Block 31 of HIGHLAND COLONY SUBDIVISION and the westerly R/W of Pear Orchard Road, run thence N 89°51' W - 640.00 ft. to the S/W corner of said Lot 1, said point also being the S/W corner of ORCHARD PLACE SUBDIVISION PHASE 1; run thence N 00°09' E - 465.00 ft. along the west line of said Lot 1 to the N/W corner of ORCHARD PLACE SUBDIVISION PHASE 1; run thence S 89°51' E - 640.00 ft. along the north line of ORCHARD PLACE SUBDIVISION PHASE 1 to the westerly R/W of Pear Orchard Road; run thence S 00°09' W - 465.00 ft. along the westerly R/W of Pear Orchard Road to the POINT OF BEGINNING.

Parcel II

A parcel of land being part of Lot 6 and all of Lots 7 and 8 of Block 31 of HIGHLAND COLONY SUBDIVISION, as platted and recorded at Cabinet A, Slide 3, being part of ORCHARD PLACE SUBDIVISION - PHASE 1, as platted and recorded at Cabinet B, Slide 35, all of record in the office of the Chancery Clerk of Madison County, Mississippi, being situated in the S 1/2 of the NE 1/4 of Section 31, T7N, R2E, City of Ridgeland, Madison County, Mississippi, containing 29.11 acres, and being more particularly described as follows:

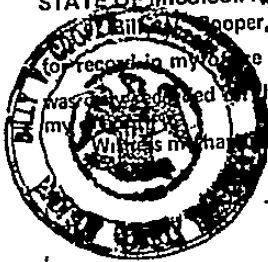
BEGINNING at the intersection of the north line of Lot 8 of Block 31 of Highland Colony Subdivision, and the westerly R/W of Pear Orchard Road, run S 00°01'11" W - 660.00 ft. along the west R/W of Pear Orchard Road to the south line of Lot 8 of Block 31 of HIGHLAND COLONY SUBDIVISION; run thence N 89°51' W - 1300.00 ft. along the south line of Lots 8 and 7 of Blk 31 of HIGHLAND COLONY SUBDIVISION; thence S 89°58'25" W - 660.13 ft. along the south line of said Lot 6 to the southeast corner of APPLERIDGE SUBDIVISION and the southwest corner of said Lot 6; run thence N 00°04'29" E - 535.00 ft. along the line between said APPLERIDGE SUBDIVISION and said Lot 6; thence East 200.00 ft.; thence NORTH 125.00 ft. to the North line of said Lot 6; run thence S 89°56'22" E - 1118.21 ft. along the north line of Lots 6 and 7 of Block 31 of HIGHLAND COLONY SUBDIVISION; run thence S 89°51' E 640.00 ft. along the north line of Lot 8 of Block 31 of HIGHLAND COLONY SUBDIVISION to the POINT OF BEGINNING.

Parcel III

A 19.77 acre parcel of land being Lots 1 and 2 of Block 33 of Highland Colony Subdivision, as platted and recorded at Cabinet A, Slide 3, of record in the office of the Chancery Clerk of Madison County, Mississippi, being situated in the N 1/2 of SE 1/4 of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi and being more particularly described as follows:

Beginning at the northwest corner of said Lot 2, run thence S00°06'W - 662.59 feet; to the south line of said Lot 2; run thence S89°51'E along the south line of said Lot 2 and Lot 1, 1300.00 feet to the westerly right of way of Pear Orchard Road; run thence N00°06'E along said road 662.60 feet to the north line of said Lot 1; run thence N89°51'W - 1300.00 feet along the north line of said Lot 1 and 2 to the POINT OF BEGINNING.

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed to record in my office this 30 day of April, 1985, at 1:00 o'clock P.M., and was recorded on the day of MAY 7, 1985, 1985, Book No. 205 on Page 58 in my office and seal of office, this the MAY 7, 1985, 1985.

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

3343  
INDEXEDWARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, J. D. RANKIN and JANE B. RANKIN, do hereby sell, convey and warrant unto CANTON BUILDERS, INC., a Mississippi corporation, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A lot being situated in the W-1/2 of Section 19, Township 8 North, Range 3 East, Madison County, Mississippi, and being more particularly described as being a part of Lot 65 of Deerfield Phase 2, a subdivision, the map or plat of which is recorded in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Northwest corner of the said Lot 65 and run thence S0°04'E for a distance of 755.04' along the West line of the said Lot 65 to a concrete right of way marker which marks the POINT OF BEGINNING for the parcel herein described; thence NO°04'W for a distance of 252.80' along the said West line of Lot 65; thence N 84°30'E for a distance of 302.98' to a point on the Westerly right-of-way line of West Deerfield Drive; thence run 309.79 feet along the arc of a 369.26 foot radius curve to the right in the said Westerly right of way line of West Deerfield Drive, said arc having a 300.79 foot chord which bears S5°33'57"W; thence S 29°36'W for a distance of 295.23 feet along the said Westerly right of way line of West Deerfield Drive; thence run 192.85 feet along the arc of a 449.26 foot radius curve to the left in the said Westerly right of way line of West Deerfield Drive, said arc having a 191.375 foot chord which bears S17°18'09"W; thence leave the said Westerly right of way line of West Deerfield Drive and run S89°56'W for a distance of 53.85 feet to the said West line of Lot 65; thence NO°04'W for a distance of 457.02 feet along the said West line of Lot 65 to a concrete right of way marker; thence S89°56'W for a distance of 15.0 feet to the POINT OF BEGINNING, containing 3.4136 acres, more or less.

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

1. County of Madison and State of Mississippi ad valorem taxes for the year 1985 which will be paid 4/12 by the Grantors and 8/12 by the Grantees.
2. Zoning and subdivision regulation ordinance of Madison County, Mississippi.

3. Grantors reserve all oil, gas and other minerals in, on and under the above described property.

4. Restrictive Covenants of Deerfield Subdivision.

5. Grantee hereby, by its acceptance of this deed, agrees to join the Deerfield Property Owners Association and abide by the By-Laws of such association. This membership requirement shall be a co enant running with the land and shall be binding upon the heirs, assigns or successors in interest of the herein named Grantees.

6. All easements for utilities as shown by the plat of said subdivision on record in the office of the Chancery Clerk of Madison County, Mississippi.

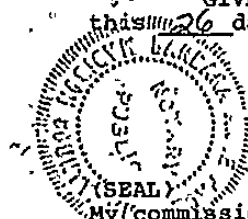
WITNESS OUR SIGNATURES on this 25<sup>th</sup> day of April, 1985.

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

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal of office, this 26 day of April, 1985.



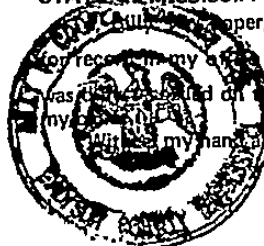
Barbara Anne Pace  
Notary Public

My commission expires: January 4 1986

Grantors: J. D. & Jane B. Rankin  
Rt. 2, Canton, Ms. 39046

Grantee: Canton Builders, Inc.  
Highway 43 North  
Canton, Ms. 39046

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April, 1985, at 1:30 o'clock P. M., and was filed and recorded on the 7 day of MAY, 1985, Book No. 205 on Page 63 in my office. Witness my hand and seal of office, this the 7 day of MAY, 1985.

BILLY V. COOPER, Clerk

By D. W. Wright, D.C.



WARRANTY DEED

BOOK 205 PAGE 65

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3344

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, TERRY ANN FORD and WILLIE EARL FORD do hereby convey and warrant unto CARL P. MURPHY all of our right, title and interest in and to the following described property lying and being situated in the County of Madison, State of Mississippi, to-wit:

NE 1/4 NW 1/4 of Section 23, and SE 1/4 SW 1/4, and E 1/2 NE 1/4 SW 1/4 of Section 14, Township 10 North, Range 2 East, Madison County, Mississippi, containing in all 100 acres, more or less.

The property herein conveyed constitutes no part of the homestead of either of the grantors.

WITNESS our signatures this the 25th day of April, 1985.

Terry Ann Ford  
Terry Ann Ford

Willie Earl Ford  
Willie Earl Ford

STATE OF California  
COUNTY OF Los Angeles

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named TERRY ANN FORD 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 25th day of April, 1985.

Linda J. Timmons  
Notary Public

(SEAL)

My commission expires:  
March 18, 1986



STATE OF California  
COUNTY OF Los Angeles

BOOK 205 PAGE 66

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named WILLIE EARL FORD 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 25<sup>th</sup> day of April, 1985.

Linda J. Timmons  
Notary Public

(SEAL)

My commission expires:

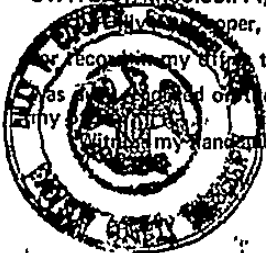
March 18, 1986



Address of Grantors: 11722 Parmela Avenue, Los Angeles, California 90059

Address of Grantee: Route 3, Box 194, Canton, Mississippi 39046

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed by record in my office this 30 day of April, 1985, at 1:30 o'clock P. M., and was acknowledged on the ..... day of MAY 7, 1985, 19....., Book No 205, on Page 65 in my office with my hand and seal of office, this the ..... of MAY 7, 1985, 19......

BILLY V. COOPER, Clerk

By D. W. Wright, D.C.

BOOK 205 PAGE 67

WARRANTY DEED

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6346

FOR AND IN CONSIDERATION OF TEN AND 00/100 DOLLARS (10.00), CASH IN HAND PAID, AND OTHER VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I, THE UNDERSIGNED, AN OFFICER OF HERITAGE CORP. OF AMERICA, A MISSISSIPPI CORPORATION QUALIFIED AND DOING BUSINESS IN MISSISSIPPI, DO HEREBY CONVEY AND WARRANT UNTO JESSE HOLTON THE FOLLOWING DESCRIBED PROPERTY LYING AND BEING SITUATED IN MADISON COUNTY, MISSISSIPPI, TO-WIT:

STARTING AT THE NW CORNER OF SEC 14, T8N, R2E, MADISON COUNTY, MISS., PROCEED SOUTHERLY ALONG SECTION LINE, 1320.0 FEET MORE OR LESS TO A POINT; THENCE S89 DEGREES 56'E, 2430 FEET MORE OR LESS TO THE POINT OF BEGINNING; THENCE S 00 DEGREES 03'W, 1320.0 FEET MORE OR LESS TO AN IRON PIN; THENCE N 89 DEGREES 56'W, 150.0 FEET MORE OR LESS TO AN IRON PIN; THENCE N 00 DEGREES 03'E, 1320.0 FEET MORE OR LESS TO AN IRON PIN; THENCE S 89 DEGREES 56'E, 150.0 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 4.5 ACRES MORE OR LESS. ALSO KNOWN AS TRACT #14, HIGHWAY 51 MINI-FARM.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. ZONING AND SUBDIVISION REGULATIONS AND ORDINANCES OF MADISON COUNTY, MISSISSIPPI.
2. THOSE CERTAIN MINERAL INTERESTS AS RESERVED IN THE DEEDS OF RECORD IN THE AFORESAID CLERK'S OFFICE IN BOOK 25 AT PAGE 24; BOOK 27 AT PAGE 101; BOOK 29 AT PAGE 40; BOOK 60 AT PAGE 141; AND BOOK 131 AT PAGE 100.
3. THE RIGHT-OF-WAY TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY AS REFLECTED BY INSTRUMENTS RECORDED IN BOOK 39 AT PAGE 34; BOOK 39 AT PAGE 388; AND BOOK 38 AT PAGE 484, IN THE AFORESAID CLERK'S OFFICE.

4. THE RIGHTS-OF-WAY TO TEXAS EASTERN TRANSMISSION CORPORATION, AS REFLECTED BY INSTRUMENTS RECORDED IN BOOK 61 AT PAGE 237; BOOK 61 AT PAGE 239; BOOK 99 AT PAGE 400; AND BOOK 99 AT PAGE 403 IN THE AFORESAID CLERK'S OFFICE.

5. THE RESERVATION BY PRIOR OWNERS OF OIL, GAS AND OTHER MINERALS LYING IN, ON AND UNDER THE SUBJECT PROPERTY.

IN TESTIMONY WHEREOF, WITNESS THE SIGNATURE OF THE GRANTOR, THIS 15ST DAY OF APRIL, 1985.

*M. L. Coleman, Jr.*  
M. L. COLEMAN, JR., PRESIDENT  
HERITAGE CORPORATION OF AMERICA

STATE OF LOUISIANA  
PARISH OF OUACHITA

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE AND COUNTY AFORESAID, M. L. COLEMAN, JR., THE PRESIDENT OF HERITAGE CORPORATION OF AMERICA, WHO ACKNOWLEDGED THAT HE SIGNED AND AFFIXED THE CORPORATE SEAL THERETO AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN WRITTEN, BY THE AUTHORITY OF AND AS THE ACT AND DEED OF SAID CORPORATION.

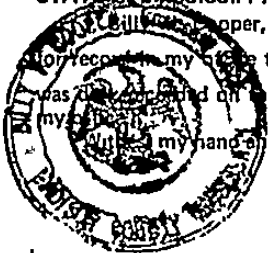
GIVEN UNDER MY HAND AND OFFICAL SEAL, THIS THE 29<sup>th</sup> DAY OF MARCH, 1985.

*Steve A. Lockhart*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

at death

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April, 1985, at 1:35 o'clock P. M., and was filed on the MAY 7 day of 1985, 1985, Book No 205 on Page 67 in my office. Witness my hand and seal of office, this the MAY 7 of 1985, 1985.

BILLY V. COOPER, Clerk

By M. Wright, D.C.

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3350

BOOK 205 PAGE 69

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, ROBERT LUCKETT, Grantor, whose present address is 1610 1/2 Fance Street, Houston, Texas 04007, do hereby convey and quitclaim unto ELLAWEASE LUCKETT, Grantee, whose current address is Route 2, Box 253-B, Canton, Mississippi 39046, the following described real property lying and being situated in Madison County, Mississippi, to wit:

Commencing at a point which is the NW Corner of the 2 acres conveyed to Jessie James Harris by deed, recorded in Book 108 at Page 157 of the land records of Madison County, Mississippi, and run north along the East line of a gravel road for a distance of 208.68 feet; thence run East a distance of 417.50 feet; thence run South 208.68 feet thence run west a distance of 417.50 feet to the point of beginning, containing 2.0 acres, more or less.

WITNESS MY SIGNATURE on this, the 30th day of April, 1985.

Robert Lockett  
ROBERT LUCKETT

STATE OF MISSISSIPPI  
COUNTY OF MADISON

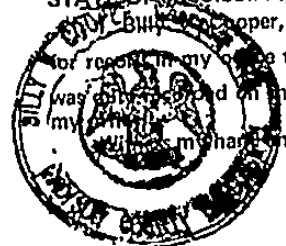
THIS DAY personally appeared before me, the undersigned authority in and for the above County and State, ROBERT LUCKETT, who acknowledged that he executed and delivered the foregoing instrument on the date thereof as his voluntary act and deed.

WITNESS MY SIGNATURE AND SEAL of office, this the 30th day of April, 1985.

H. A. Jones  
NOTARY PUBLIC

NOTARY PUBLIC  
STATE OF MISSISSIPPI  
(SEAL)  
MY COMMISSION EXPIRES:  
MY Commission Expires March 2, 1988

STATE OF MISSISSIPPI, County of Madison:



I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 30 day of April 1985, at 9:00 o'clock A. M., and was duly recorded on the 30 day of MAY, 1985, in Book No. 205 on Page 69 in MAY 7, 1985, 1985.

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

C  
BOOK 205 PAGE 70

WARRANTY DEED

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8301

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, COTTONWOOD, INC., a Mississippi corporation, does hereby sell, convey and warrant unto FIRST MARK HOMES, INC., a Mississippi corporation, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lots 59 and 60, Planter's Grove of Cottonwood Place, Part II and Lots 66, 67, 68 and 69, Planter's Grove of Cottonwood Place, Part I, subdivisions according to the map or plat thereof which are on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slide 70, reference to which are hereby made in aid of and as a part of this description.

There is excepted from this conveyance and its warranty all easements, dedications, building restrictions, zoning ordinances, protective and restrictive covenants, and all prior conveyances and reservations of all oil, gas and other minerals in, on and under the subject property.

There is further excepted from this conveyance and its warranty that certain deed of trust executed by Cottonwood, Inc. to Deposit Guaranty National Bank and which is recorded in Deed of Trust Book 549 at Page 176 in the office of the Chancery Clerk of Madison County at Canton, Mississippi. It is agreed between the parties hereto that the above referenced lots will be released from this Deed of Trust pursuant to the terms set forth in that certain Deed of Trust of even date executed by the Grantee herein to the Grantor herein and which encumbers the above referenced lots.

The ad valorem taxes for the year 1985 are prorated between the Grantor and the Grantee as of the date of this conveyance.

WITNESS THE SIGNATURE of Cottonwood, Inc., a Mississippi corporation, this the 23rd day of April, 1985.

COTTONWOOD, INC.,  
A Mississippi corporation

BY: Lloyd Burton  
Lloyd Burton, President

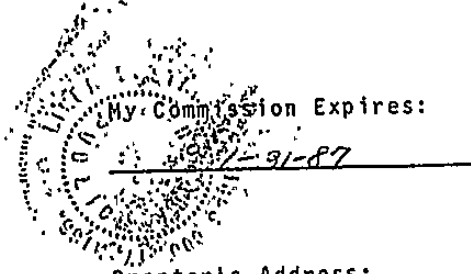
STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, LLOYD BURTON, President of Cottonwood, Inc., a Mississippi corporation, who acknowledged to me that, for and on behalf of said corporation, he signed, sealed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, he being first duly authorized so to do.

BOOK 205 PAGE 71

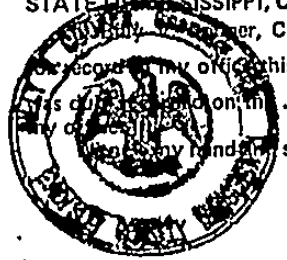
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25th day of April, 1985.

Linda P. Hedrick  
Notary Public



Grantor's Address:  
Post Office Box 6669  
Jackson, Mississippi 39212  
  
Grantee's Address:

STATE OF MISSISSIPPI, County of Madison:



I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25th day of May, 1985, at 9:00 o'clock a.M., and was duly recorded on the 25th day of MAY, 1985, Book No. 205 on Page 70 in my office at Jackson, Mississippi, and I have hereunto set my hand and seal of office, this the 25th day of MAY, 1985.

BILLY V. COOPER, Clerk  
By: B. Wright, D.C.

C  
BOOK 205 PAGE 72

WARRANTY DEED

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, COTTONWOOD, INC., a Mississippi corporation, does hereby sell, convey and warrant unto PRINCE HOMES, Incorporated, a Mississippi corporation, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lots 21, 22, 23, 24, and 25, Planter's Grove Part II, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slide 70, reference to which is hereby made in aid of and as a part of this description.

There is excepted from this conveyance and its warranty all easements, dedications, building restrictions, zoning ordinances, protective and restrictive covenants, and all prior conveyances and reservations of all oil, gas and other minerals in, on and under the subject property.

There is further excepted from this conveyance and its warranty that certain deed of trust executed by Cottonwood, Inc. to Deposit Guaranty National Bank and which is recorded in Deed of Trust Book 549 at Page 176 in the office of the Chancery Clerk of Madison County at Canton, Mississippi. It is agreed between the parties hereto that the above referenced lots will be released from this Deed of Trust pursuant to the terms set forth in that certain Deed of Trust of even date executed by the Grantee herein to the Grantor herein and which encumbers the above referenced lots.

The ad valorem taxes for the year 1985 are prorated between the Grantor and the Grantee as of the date of this conveyance.

WITNESS THE SIGNATURE of Cottonwood, Inc., a Mississippi corporation, this the 23<sup>rd</sup> day of April, 1985.



COTTONWOOD, INC.,  
A Mississippi corporation

BY: Lloyd Burton  
Lloyd Burton, President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

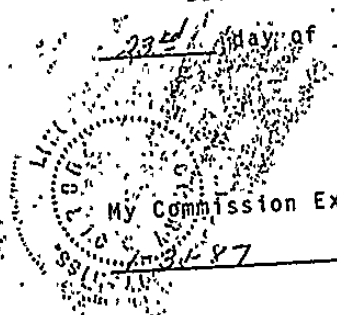
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, LLOYD BURTON, President of Cottonwood, Inc., a Mississippi corporation, who acknowledged to me that, for and on behalf of said corporation, he signed, sealed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, he being first duly authorized so to do.

BOOK 205 PAGE 73

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

23rd day of April, 1985.

Linda B. Stanley  
Notary Public



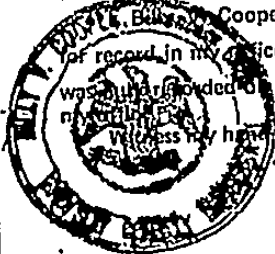
Grantor's Address:

Post Office Box 6669  
Jackson, Mississippi 39212

Grantee's Address:

121 Crestview Dr.  
Brandon, Miss. 39042

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed of record in my office this 23rd day of May, 1985 at 9:00 o'clock am, and was duly recorded on the 23rd day of MAY, 1985, Book No. 205 on Page 73 in my office and seal of office, this the 23rd day of MAY, 1985.

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

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, COTTONWOOD, INC., a Mississippi corporation, does hereby sell, convey and warrant unto J.F.P. & CO., INC., a Mississippi corporation, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lots 16, 17, 18, 19, and 20, Planter's Grove of Cottonwood Place, Part II, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slide 70, reference to which is hereby made in aid of and as a part of this description.

There is excepted from this conveyance and its warranty all easements, dedications, building restrictions, zoning ordinances, protective and restrictive covenants, and all prior conveyances and reservations of all oil, gas and other minerals in, on and under the subject property.

There is further excepted from this conveyance and its warranty that certain deed of trust executed by Cottonwood, Inc. to Deposit Guaranty National Bank and which is recorded in Deed of Trust Book 549 at Page 176 in the office of the Chancery Clerk of Madison County at Canton, Mississippi. It is agreed between the parties hereto that the above referenced lots will be released from this Deed of Trust pursuant to the terms set forth in that certain Deed of Trust of even date executed by the Grantee herein to the Grantor herein and which encumbers the above referenced lots.

The ad valorem taxes for the year 1985 are prorated between the Grantor and the Grantee as of the date of this conveyance.

WITNESS THE SIGNATURE of Cottonwood, Inc., a Mississippi corporation, this the 23rd day of April, 1985.

COTTONWOOD, INC.,  
A Mississippi corporation

BY: Lloyd Burton  
Lloyd Burton, President

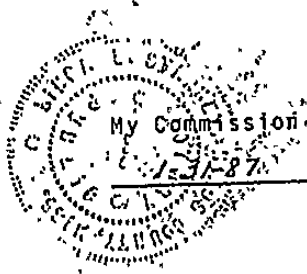
STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, LLOYD BURTON, President of Cottonwood, Inc., a Mississippi corporation, who acknowledged to me that, for and on behalf of said corporation, he signed, sealed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, he being first duly authorized so to do.

BOOK 205 PAGE 75

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23<sup>rd</sup> day of April, 1985.

Linda B. Storking  
Notary Public



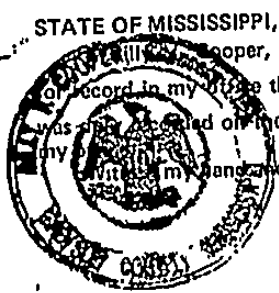
My Commission Expires: \_\_\_\_\_

Grantor's Address:

Post Office Box 6669,  
Jackson, Mississippi 39212

Grantee's Address:

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed of record in my office this May 7 day of 1985, at 9:00 o'clock A.M. and was sealed on the May 7 day of 1985, Book No. 205 on Page 74 in my hand and seal of office, this the May 7 of 1985, 19.....

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

3368

RIGHT OF WAY EASEMENT

FORM 841b ST. INDEXED  
OCTOBER, 1974

For and in consideration of One Dollar ( \$1.00 ) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned do (does) hereby grant to South Central Bell Telephone Company, its licensees, successors, assigns, allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantee may require, from time to time, consisting of poles, guys, anchors, aerial, buried and underground cables and wires, cable terminals, splicing boxes, pedestals, conduit, manholes, markers, and other amplifiers, boxes, appurtenances or devices upon, over and under a strip of land 10 feet wide across the following lands in Madison County (Parish) State of Mississippi described as follows:  
In north half of Section 20  
T7N R2E

See attached sketch

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

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

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

In witness whereof, the undersigned has caused this instrument to be executed on the 26<sup>th</sup> day of April, 1985.

WITNESS  
David L. Harrison

L.S.  
L.S.

ATTEST: \_\_\_\_\_

By: A. H. Blank  
Title \_\_\_\_\_  
Name of Corporation \_\_\_\_\_

SCBT USE ONLY: AUTHORITY 582-7021; CLASSIFICATION R45C;  
AREA Mississippi; APPROVED [Signature]; TITLE Operations Manager-Eng. & Assign.  
DRAWING NUMBER \_\_\_\_\_; LOCATION NUMBER \_\_\_\_\_

THE STATE OF MISSISSIPPI, COUNTY OF MADISON

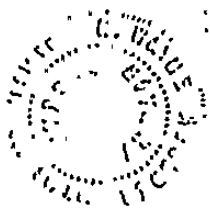
Personally appeared before me David L. Harrison, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposed and saith that he saw the within named A. H. HARKINS whose name (-) is subscribed thereto, sign and deliver the same to the said SOUTH CENTRAL BELL TELEPHONE COMPANY; that he, this affiant, subscribed his name as a witness thereto in the presence of the said A. H. HARKINS.

David L. Harrison

Sworn to and subscribed before me, at MASTON Mississippi, this the 26<sup>th</sup> day of April A.D. 1985

R. Wayne Marshall  
Notary Public

SEAL



MADISON  
County

FROM \_\_\_\_\_

TO \_\_\_\_\_

SOUTH CENTRAL BELL TELEPHONE COMPANY

---

County (Parish) Recorder's Record \_\_\_\_\_

Recorded in Deed Book \_\_\_\_\_

Page \_\_\_\_\_ in the office of \_\_\_\_\_

Judge of Probate \_\_\_\_\_

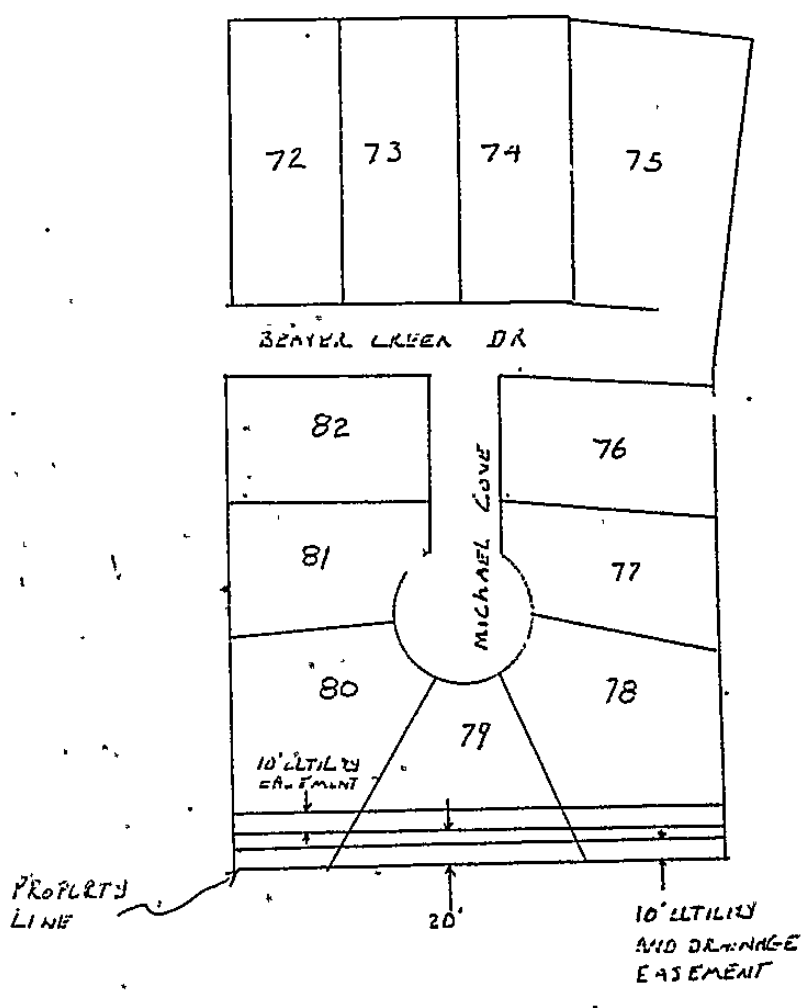
County (Parish), in the state of \_\_\_\_\_

Recorded this \_\_\_\_\_ day \_\_\_\_\_

of \_\_\_\_\_ 19 \_\_\_\_\_

at \_\_\_\_\_ o'clock.

County (Parish) Recorder \_\_\_\_\_



*Handwritten notes:*  
 B. V. Cooper  
 Clerk  
 811  
 6637  
 MAY 7 1985

STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for records in my office this 7 day of May, 1985, at 10:00 o'clock A. M., and was recorded on the 7 day of MAY, 1985, 19....., Book No. 205 on Page 76 in my office. In my hand and seal of office, this the 7 day of MAY, 1985, 19.....  
 BILLY V. COOPER, Clerk  
 By D. Wright, D.C.



C

INDEXED

12

BOOK 205 PAGE 79

3377

STATE OF MISSISSIPPI ::  
COUNTY OF MADISON ::

SUBSTITUTED TRUSTEE'S DEED

WHEREAS, on October 1, 1970, GROVER HARRIS and wife, BESSIE L. HARRIS executed a Deed of Trust to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CANTON, a corporation, Beneficiary, James H. Herring, Trustee, which Deed of Trust is recorded in Book 377, at Page 71, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, on the 19th day of November, A.D., 1982, First Federal Savings and Loan Association of Canton, a corporation, merged with First Magnolia Federal Savings and Loan Association, a corporation; and

WHEREAS, on the 19th day of March, A.D., 1984, First Magnolia Federal Savings and Loan Association, a corporation, changed its name to Magnolia Federal Bank for Savings, a corporation; and

WHEREAS, on the 4th day of February, A.D., 1985, the Beneficiary appointed William F. Jones as Substituted Trustee, which instrument is recorded in Book 552, at Page 206, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, default having been made in the payment of a part of the indebtedness secured by said Deed of Trust, which default continued for a period of time necessary for the holder thereof to declare the entire unpaid balance immediately due and payable, as was its option so to do under the terms of said Deed of Trust, and default having been made in said payment and said Substituted Trustee having been requested and directed by Magnolia Federal Bank for Savings to foreclose under the terms of said Deed of Trust, I, William F. Jones, Substituted Trustee, did on the 12th day of April, A.D., 1985, during legal hours, being between the hours of 11:00 a.m. and 4:00 p.m. at the South front door of the County Courthouse in the City of Canton, County of Madison, State of Mississippi, offer for sale at public auction and sell to the highest and best bidder for cash, according to law, the following described real property, situate and being in the County of Madison, State of Mississippi, and being more particularly described as:

Lot 8, West Gate Subdivision, Part 3, according to the plat of said subdivision which appears of record in Plat Book 5 at Page 12 of the records in the office of the Chancery Clerk in and for Madison County, Mississippi

together with all improvements thereon and appurtenances thereunto belonging.

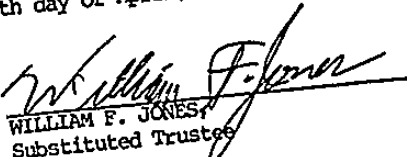
Said property was sold after strictly complying with all the terms and conditions of said Deed of Trust and statutes made and provided in such cases. A notice of time, place and terms of said sale, together with a description of said property to be sold was given by publication in the Madison County Herald, a newspaper published in Madison County, Mississippi, for four consecutive weeks preceding the date of sale. The first notice of the publication appeared on March 21, 1985, and subsequent notices appeared on March 28, 1985, April 4, 1985, and April 11, 1985, and a notice identical to said published notice was posted on the bulletin board at the South front door of the County Courthouse in the City of Canton, County of Madison, State of Mississippi, for said time. The Proof of Publication is attached hereto as Exhibit "A" and made as much a part hereof as if copied out at length herein. Everything necessary to be done was done to make and effect a good and lawful sale.

At said sale, CIT FINANCIAL SERVICES, INC., a corporation, bid for said property in the amount of \$11,000.00, being the highest and best bid, the same was then and there struck off to CIT FINANCIAL SERVICES, INC., a corporation, and it was declared the purchaser thereof.

BOOK 205 PAGE 80

NOW, THEREFORE, in consideration of the payment of the bid price, I, William F. Jones, the undersigned Substituted Trustee, do hereby sell and convey unto the CIT FINANCIAL SERVICES, INC., a corporation, the real property above described. Title to this property is believed to be good, but I convey only such title as is vested in me as Substituted Trustee.

WITNESS MY SIGNATURE on this, the 12th day of April, A.D., 1985.

  
WILLIAM F. JONES,  
Substituted Trustee

STATE OF MISSISSIPPI  
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority, in and for said County and State, the within named, WILLIAM F. JONES, SUBSTITUTED TRUSTEE, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned and in the capacity therein mentioned.

GIVEN under my hand and seal of office on this, the 12th day of April, A.D., 1985.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-10-87





MADISON COUNTY HERALD  
PROOF OF PUBLICATION

BOOK 205 PAGE 81

PASTE PROOF HERE

**SUBSTITUTED TRUSTEE'S NOTICE OF SALE**  
 WHEREAS, GROVER HARRIS and wife, BESSIE L. HARRIS executed a Deed of Trust to James H. Herring, Trustee, for the benefit of First Federal Savings and Loan Association of Canton, dated October 1, 1970, and recorded in Book 377, at Page 71, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of the County of Madison, State of Mississippi and  
 WHEREAS, on the 17th day of November, A.D., 1982, First Federal Savings and Loan Association of Canton, a corporation, merged with First Magnolia Federal Savings and Loan Association, a corporation, and  
 WHEREAS, on the 18th day of March, A.D., 1984, First Magnolia Federal Savings and Loan Association, a corporation, changed its name to Magnolia Federal Bank for Savings, a corporation; and  
 WHEREAS, on the 4th day of February, A.D., 1985, the Beneficiary appointed William F. Jones as Substituted Trustee, which instrument is recorded in Book 352, at Page 209, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of Madison County, Mississippi; and  
 WHEREAS, default having been made in the payment of a portion of the indebtedness, secured by said Deed of Trust, and the holder of said Deed of Trust having declared all of the amount due and having requested this sale for the purpose of paying said indebtedness or as much thereof as said sale brings;  
 NOW, THEREFORE, I, William F. Jones, Substituted Trustee, will on the 12th day of April, A.D., 1985, within lawful hours, being between the hours of 11:00 o'clock a.m. and 4:00 o'clock p.m., offer for sale and will sell, at public outcry to the highest bidder for cash, at the South front door of the Madison County Courthouse in the City of Canton, County of Madison, State of Mississippi, the following described real property, situate and being in the County of Madison, City of Canton, State of Mississippi, and being more particularly described as follows, to wit:  
 Situated in Canton, County of Madison, State of Mississippi: to wit:  
 Lot 8, West Gate Subdivision, Part 3, according to the plat of said subdivision which appears of record in Plat Book 5 at Page 12 of the records in the office of the Chancery Clerk in and for Madison County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.  
 I will convey only such title as is vested in me as Substituted Trustee.  
 WITNESS MY SIGNATURE on this, the 14th day of March, A.D., 1985,  
 William F. Jones,  
 Substituted Trustee

THE STATE OF MISSISSIPPI,  
MADISON COUNTY.

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

newspaper, 4 times as follows:

VOL 93 NO. 12 DATE March 21, 19 85

VOL 92 NO. 13 DATE March 28, 19 85

VOL 92 NO. 14 DATE April 4, 19 85

VOL 93 NO. 15 DATE April 11, 19 85

VOL \_\_\_\_\_ NO. \_\_\_\_\_ DATE \_\_\_\_\_, 19 \_\_\_\_

Number Words 475

Published 4 Times

Printer's Fee \$ 76.25

Making Proof \$ 1.00

Total \$ 77.25

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

(Signed) Bruce Hill Publisher

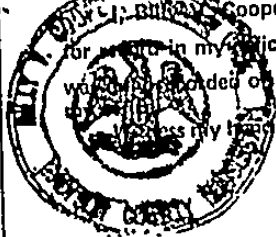
Sworn to and subscribed before me this 14

day of April, 19 85

Bruce Hill Notary Public

My Commission Expires May 27, 1987

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for and recorded in my office this 1 day of May, 19 85, at 10:45 o'clock A. M., and was recorded on the 7 day of MAY, 19 85, Book No. 205 on Page 79 in and seal of office, this the 7 day of MAY, 19 85.

By B. V. Cooper, Clerk

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

Thomas Nettleton  
the sum of Fourteen Dollars DOLLARS (\$ 14.24)  
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Lot 197 Village Sq. Pt. 1 Vac.</u>				
<u>BK 178-299</u>	<u>33</u>	<u>7</u>	<u>2E</u>	

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

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 1 day of

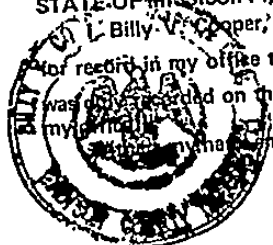
May 1985 Billy V. Cooper, Chancery Clerk.  
By S. R. Rasmussen D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 2.36
- (2) Interest \$ 20
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 05
- (4) Tax Collector Advertising - Selling each separate described subdivision as set out on assessment roll.  
\$1.00 plus 25cents for each separate described subdivision \$1.00 each \$ 1.25
- (5) Printer's Fee for Advertising each separate subdivision \$ 450
- (6) Clerk's Fee for recording 10cents and Indexing 15cents each subdivision. Total 25cents each subdivision \$ 25
- (7) Tax Collector - For each conveyance of lands sold to individuals \$1.00 \$ 100
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 981
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 13
- (10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 - Taxes and costs only) 8 Months \$ 78
- (11) Fee for recording redemption 25cents each subdivision \$ 25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 15
- (13) Fee for executing release on redemption \$ 100
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$2.00 \$
- (15) Fee for issuing Notice to Owner, each \$
- (16) Fee Notice to Lienors @ \$2.50 each \$1.00 \$
- (17) Fee for mailing Notice to Owner \$4.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident TOTAL \$ 1212
- (19) 1% on Total for Clerk to Redeem \$ 12
- (20) GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to pay accrued taxes as shown above \$ 1324

Excess bid at tax sale \$ 14.24  
Mitchell Kalen 10.72  
Clerk fee 1.50  
Pub fee 2.00  
14.24

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 1 day of May 1985, at 4:15 o'clock P. M., and  
was recorded on the MAY 7 day of 1985, Book No. 205 on Page 82 in  
my office and seal of office, this the MAY 7 day of 1985, 1985.  
BILLY V. COOPER, Clerk  
By S. R. Rasmussen D.C.



BOOK 205 PAGE 83

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

3379 No 7315

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

INDEXED

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

Mortgage Lapse of the South  
the sum of Three hundred thirty-four dollars and 54 cents DOLLARS (\$ 334.<sup>54</sup>/<sub>100</sub>)  
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
<u>Lot 55 County Club woods Sub</u>				
<u>Plat 4 1/2 P. 154-120</u>				
<u>S 33 T 7N R 2E</u>				
<u>Ridgeland</u>				

Which said land assessed to Laird & Paul R. Maranian and sold on the  
17 day of Sept 1984, to George D. Merritt for  
taxes thereon for the year 1983, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 1 day of  
May 1985 Billy V. Cooper, Chancery Clerk.

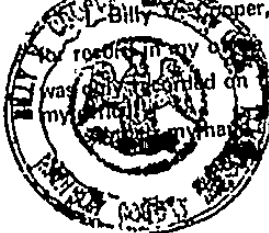
(SEAL) By S. Kasberg D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 265.98
- (2) Interest \$ 21.28
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 5.32
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll. \$ 1.25
- \$1.00 plus 25cents for each separate described subdivision \$1.00 each \$ 4.50
- (5) Printer's Fee for Advertising each separate subdivision \$ .25
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 1.00
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1 00 \$ 299.58
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 13.30
- (9) 5% Damages on TAXES ONLY. (See Item 1)
- (10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 --Taxes and costs only) 8 Months \$ 23.97
- (11) Fee for recording redemption 25cents each subdivision \$ 15
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 1.00
- (13) Fee for executing release on redemption \$
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$2 00 \$
- (15) Fee for issuing Notice to Owner, each \$
- (16) Fee Notice to Lienors @ \$2.50 each \$1 00 \$
- (17) Fee for mailing Notice to Owner \$4.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident. TOTAL \$ 338.26
- (19) 1% on Total for Clerk to Redeem \$ 3.38
- (20) GRAND TOTAL TO REDEEM from sale covering 1985 taxes and to pay accrued taxes as shown above \$ 341.63

Excess bid at tax sale \$ \_\_\_\_\_  
George D. Merritt 336.85  
Clerk Fee 4.78  
Res Fee 2.00  
343.63

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
this 1 day of May 1985 at 4:45 o'clock P. M., and  
was duly recorded on the 1 day of MAY 1985, 19..... Book No. 205 on Page 83 in  
my office and seal of office, this the ..... of ..... MAY 7 1985 19.....  
By B. Wright D.C.



C

QUITCLAIM DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I, the undersigned MARK R. HOGAN do hereby sell, convey, release and quitclaim unto PAUL PYBAS all my right, title and interest in and to the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot Thirty-three (33), less 44 feet off South end, MADISON ROLLING HILLS, Madison County, Mississippi, a Subdivision according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, to-wit.

WITNESS MY SIGNATURE this 16 day of April, 1985.

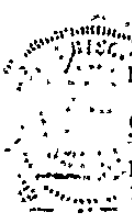
Mark R. Hogan  
MARK R. HOGAN

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

WITNESS MY SIGNATURE AND SEAL this 16 day of April, 1985.

Paul Pybas  
NOTARY PUBLIC

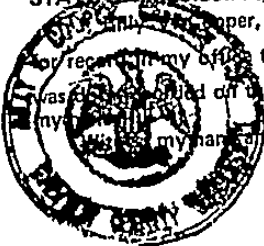


My commission expires: 7/1/85

GRANTOR  
Mark R. Hogan  
269 Canton Club Circle  
Jackson, MS 39211

GRANTEE  
Paul Pybas  
P.O. Box 70  
Madison, MS 39110

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 16 day of May, 1985, at 9:00 o'clock a.M., and was filed on the 16 day of MAY, 1985, 19....., Book No. 205 on Page 84 in my office and seal of office, this the 16 day of MAY, 1985, 19.....  
BILLY V. COOPER, Clerk  
By B. V. Cooper, D.C.



WARRANTY DEED

3799

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I, the undersigned W.J. CARR do hereby sell, convey and warrant unto BEVERLY A. MAHAFFEY the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Commencing at the NE corner of Lot 2, Block 12, HIGHLAND COLONY, City of Ridgeland, Madison County, Mississippi, run South for 20.0 feet, thence, West for 4.5 feet to an iron pin and point of beginning;

Thence South 02° 45' West for 131.4 feet along an old wire fence; thence West for 80.0 feet; thence North 02° 45' East for 131.4 feet; thence East for 80.0 feet along the South line of 40 foot wide road to the point of beginning.

The above described lot lies and is situated in Lot 2, Block 12, HIGHLAND COLONY, SW¼ of NE¼, Section 19, T-7-N, R-2-E, City of Ridgeland, Madison County, Mississippi, and contains 10,500 square feet or 0.24 acre.

Excepted from the warranty of this conveyance are any zoning ordinances, mineral reservation and easement of record. This represents no part of my homestead.

Grantor to pay 1985 Ad valorem Taxes.

WITNESS MY SIGNATURE this 21 day of April, 1985.

*W. J. Carr*  
W.J. CARR

STATE OF MISSISSIPPI  
COUNTY OF MADISON

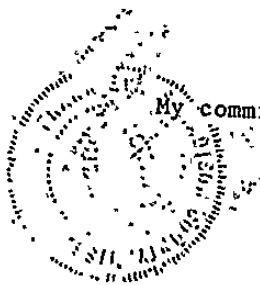
PERSONALLY appeared before me the undersigned authority in and for the County and State aforesaid

W. J. CARR who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 25 day of April, 1985.

BOOK 205 PAGE 86

*[Signature]*  
NOTARY PUBLIC



My commission expires:

*7/1/85*

GRANTOR

W.J. Carr  
236 Ridgeland Avenue  
Ridgeland, Mississippi 39157

GRANTEE

Beverly A. Mahaffey  
115 N. Sunnybrook Road  
Ridgeland, Mississippi 39157

STATE OF MISSISSIPPI, County of Madison:



I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of March, 1985, at 9:30 o'clock A.M., and was duly recorded in the MAY 7 1985 day of MAY 7 1985, 19....., Book No. 205 on Page 85 in my hand and seal of office, this the MAY 7 1985 of MAY 7 1985, 19.....

BILLY V. COOPER, Clerk

By [Signature] D.C.

WARRANTY DEED

BOOK 205 PAGE 87

INDEXED

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

Lot Eighteen (18), of Colonial Village Subdivision, Part I (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 Cabinet "B" at Slot 64, reference to which is hereby made.

This conveyance and it's warranty is subject only to title exceptions, namely: (a) restrictive covenants dated June 5, 1984, Book 536 Page 571; (b) oil, gas, and mineral rights outstanding, all of which have been reserved; (c) 10 foot easement across South and East sides of lot per subdivision plat; (d) ad valorem taxes for the present year, which have been prorated this date by estimation, and will be adjusted to actual when ascertained as to amount.

WITNESS the signature and seal of the Grantor hereto affixed on this the 30th day of April, 1985.

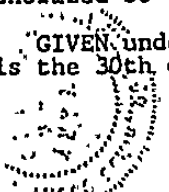
RIVES & COMPANY

BY: [Signature]  
Ralph E. Rives, President

STATE OF MISSISSIPPI, COUNTY OF HINDS:

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named Ralph E. Rives, President, of Rives & Company, who as such officer acknowledged before me that he signed, sealed, and delivered the foregoing instrument for the purposes recited on the date therein set forth as the act and deed of said corporation, he being first duly authorized so to do.

GIVEN under my hand and the official seal of my office on this the 30th day of April, 1985.

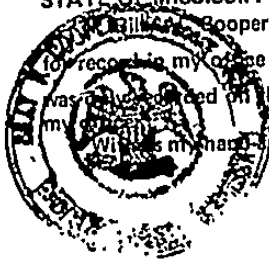


[Signature]  
NOTARY PUBLIC

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

Grantor M/A: Rives & Company, 5516 Marblehead Drive, Jackson, Ms. 39211  
Grantee M/A: Joseph Otis Green, 261 Heritage Drive, Madison, Ms. 39110

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed to record in my office this 7 day of May, 1985, at 9:00 o'clock A. M., and was duly recorded on the 7 day of MAY, 1985, Book No. 205 on Page 87 in my office. Witness my hand and seal of office, this the 7 day of MAY, 1985.  
BILLY V. COOPER, Clerk  
By: [Signature] D.C.

C

STATE OF MISSISSIPPI  
COUNTY OF MADISON

INDEXED

BOOK 205 PAGE 88

2000

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good, legal and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption on the part of the Grantees herein of that certain Deed of Trust in favor of First City Mortgage, Inc., dated September 14, 1979, and recorded in Book 462, at Page 330, and assigned to Molton, Allen & Williams, Incorporated, on September 14, 1979, in Book 462, at Page 333, and assigned to Federal National Mortgage Association on December 10, 1979, in Book 465, at Page 579, of the hereinafter mentioned records, we, DERRICK FREEMAN and Wife, KAREN SEELY FREEMAN, do hereby sell, convey and warrant unto BRUCE H. BRAUNER and Wife, LESLIE R. BRAUNER, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot 2, Block D, Traceland North Part 2, a subdivision according to a map or Plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5, Page 47, 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 Grantors agree to pay to said Grantee or her assigns, any deficit on an actual proration.

As a part of the consideration above mentioned, the undersigned hereby transfer unto said Grantees or their assigns, any and all escrow accounts now being held by mortgagee,



assignee, or agents or assigns thereof for the benefit of the undersigned.

THIS CONVEYANCE is subject to those certain protective covenants or restrictions other than city or county ordinances recorded in the office of the Chancery Clerk of the County of Madison, State of Mississippi, in Book 396 at Page 864, and Book 397 at Page 144.

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

WITNESS OUR SIGNATURES this the 20<sup>th</sup> day of April, 1985.

*Derrick Freeman*  
DERRICK FREEMAN, GRANTOR

*Karen Seely Freeman*  
KAREN SEELY FREEMAN, GRANTOR

*Bruce H. Brawner*  
BRUCE H. BRAWNER, GRANTEE

*Leslie R. Brawner*  
LESLIE R. BRAWNER, GRANTEE

BOOK 205 PAGE 89

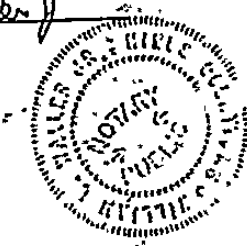
STATE OF MISSISSIPPI  
COUNTY OF HINDS

THIS DAY personally appeared before me the undersigned Notary Public in and for said County, the within named DERRICK FREEMAN and Wife, KAREN SEELY FREEMAN, as Grantors, who acknowledged that they signed and delivered the within and foregoing instrument on the day and year therein stated.

GIVEN under my hand and seal of office on this the 30<sup>th</sup> day of April, 1985.

*William J. Waller*  
NOTARY PUBLIC

My Commission Expires:  
MY COMMISSION EXPIRES 7-17-85



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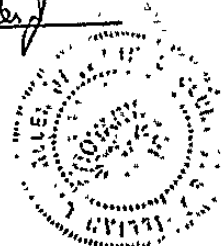
STATE OF MISSISSIPPI  
COUNTY OF HINDS

THIS DAY personally appeared before me the undersigned Notary Public in and for said County, the within named BRUCE H. BRAWNER, and Wife, LESLIE R. BRAWNER, as Grantees, who acknowledged that they signed and delivered the within and foregoing instrument on the day and year therein stated.

GIVEN under my hand and seal of office on this the 30<sup>th</sup> day of April, 1985.

*William J. Waller*  
NOTARY PUBLIC

My Commission Expires:  
MY COMMISSION EXPIRES 7-17-85



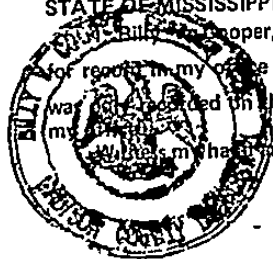
GRANTORS' ADDRESS:

Mr. & Mrs. Derrick Freeman  
210 Briarwood  
Apartment A-101  
Jackson, Mississippi 39206

GRANTEES' ADDRESS:

Mr. & Mrs. Bruce H. Brawner  
219 Traceland Drive  
Madison, Mississippi 39110

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 2<sup>nd</sup> day of May, 1985, at 9:00 o'clock a. M., and was acknowledged in the 30<sup>th</sup> day of MAY 7, 1985, 19....., Book No. 205 on Page 88 in my hand and seal of office, this the 7<sup>th</sup> of MAY, 1985, 19.....

BILLY V. COOPER, Clerk

By B. W. Wright, D.C.

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STATE OF MISSISSIPPI  
COUNTY OF MADISON

WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, BETTY D. SHANKS, do hereby convey and warrant unto WILLIAM J. SHANKS and MARK S. JORDAN the following described real property situated in Madison County, Mississippi, to wit:

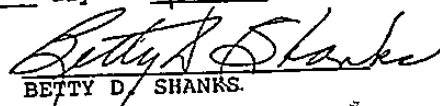
A 26.94 acre parcel being parts of Lots 1 and 4 of RICHLAND PLANTATION, a plat of record in the Office of the Chancery Clerk of Madison County, in Plat Book 1 at Page 32, being situated in the N 1/2 of SEC. 8, T7N, R2E, Town of Madison, Madison County, Mississippi, and being more particularly described as follows:

BEGINNING at the northeast corner of Lot 1 of said RICHLAND PLANTATION said point being situated on the westerly right of way of I. C. G. Railroad, run thence S 23°11'53" W - 647.42 feet along said right of way; thence WEST - 741.59 feet; thence S 22°57' W - 780.00 feet to the southeast corner of POST OAK PLACE II, a plat of record in the Office of the Chancery Clerk in SLIDE B at page 68; run thence N 02°08'17" W - 387.14 feet along said POST OAK PLACE II; thence N 33°39'41" W - 426.51 feet along said POST OAK PLACE II; thence S 56°20'19" W - 315.00 feet along said POST OAK PLACE II; thence S 20°41'55" W - 198.60 feet along said POST OAK PLACE II to the easterly right of way of POST OAK ROAD; run thence N 00°27' E along the easterly right of way of POST OAK ROAD; thence EAST - 1100.00 feet; thence NORTH - 50.00 feet to the north line of Lot 1 of said RICHLAND PLANTATION; thence EAST - 776.60 feet to the POINT OF BEGINNING.

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

1. Subject to the payment of ad valorem taxes for the year 1985 to Madison County, Mississippi, which are neither due nor payable until January, 1986.
2. Subject to a applicable zoning ordinances and subdivision regulations for Madison County, Mississippi.
3. Prior reservation or conveyance of oil, gas, or other minerals which may lie in, on, or under the captioned property.

WITNESS MY SIGNATURE this 2 day of April, 1985.

  
BETTY D. SHANKS.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority, in

BOOK 205 PAGE 92

and for the above county and state, the within named Betty D. Shanks who acknowledged that she did sign, execute, and deliver the above and foregoing Warranty Deed as and for her free act and deed on the day and date therein mentioned.

ISSUED UNDER MY HAND AND OFFICIAL SEAL this 2<sup>nd</sup> day of May, 1985.

Susan H. McLarty  
Notary Public

My Commission Expires:  
11-6-85

STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
 for record in my office on this 2 day of May, 1985, at 9:00 o'clock A.M., and  
 was filed on the MAY 7 1985 day of MAY 7 1985, 1985, Book No. 205, on Page 91 in  
 my office, this the MAY 7 1985 day of MAY 7 1985, 1985.  
 By Billy V. Cooper, Clerk



C  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

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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 all of which is hereby acknowledged, the undersigned, SUMMERTREE LAND COMPANY, LTD., by Security Savings & Loan Association, its general partner, does hereby sell, convey and warrant unto BILL ATKINS BUILDER, INC., a Mississippi corporation, the following described land and property situated in Madison County, Mississippi, more particularly described as follows, to-wit:

Lot 81, Village of Woodgreen, Part 2, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B at Slot 44 thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

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

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

By acceptance of this deed, Grantee agrees to be bound by those building restrictions, protective covenants, easements, and party wall agreements which are contained in the Declaration of Covenants and Restrictions for the Village of Woodgreen recorded in Book 476 at Page 597, in Book 484 at Page 170, in Book 490 at Page 351 and in Book 504 at Page 274.

By acceptance of this deed, Grantee agrees to be bound by the various restrictions, easements, and dedications found on the face of the plat recorded in Plat Cabinet B at Slot 44 in the aforesaid Chancery Clerk's office.

It is further agreed that any home that is to be built on the above referenced lot must be approved by the Summertree Architectural Review Board.

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

SUMMERTREE LAND COMPANY, LTD.  
By: Security Savings & Loan Association  
Its General Partner

BY: William C. Bailey  
WILLIAM C. BAILEY  
Executive Vice President

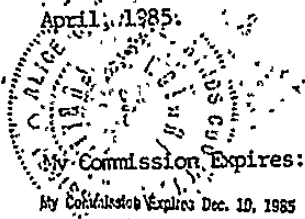
STATE OF MISSISSIPPI  
COUNTY OF HINDS

THIS DAY personally came and appeared before me, the undersigned Notary Public in and for said county and state, William C. Bailey who being by me first duly sworn states on oath that he is the duly elected Executive Vice President of Security Savings & Loan Association, General Partner of Summertree Land Company, Ltd., and who acknowledged to me that for and on behalf of Security Savings & Loan Association, General Partner of Summertree Land Company, Ltd., he signed and delivered the above and foregoing instrument on the day and year therein mentioned, he being first duly authorized so to do by said corporation.

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GIVEN under my hand and official seal of office this the 25th day of

April, 1985.



Alice C. Faniel  
NOTARY PUBLIC

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

Grantee's Address: P.O. Box 266  
Clinton MS 39056

STATE OF MISSISSIPPI, County of Madison:



I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 2 day of May, 1985, at 9:22 o'clock A.M., and was filed on the 7 day of MAY, 1985, Book No. 205 on Page 93 in

my office under my hand and seal of office, this the 7 day of MAY, 1985, 1985  
BILLY V. COOPER, Clerk

By [Signature], D.C.

WARRANTY DEED

C  
STATE OF MISSISSIPPI  
COUNTY OF

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, EDWARDS HOMES, INC., whose address is 1563 E. County Line Road, Jackson, Mississippi, does hereby grant, bargain, sell, convey and warrant unto JOHN W. CHAMBERS, JR., and ANNE HOLLINS CHAMBERS, whose address is 314 Timberidge Drive, Ridgeland, Mississippi, 39157, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated and being in the County of Madison, State of Mississippi, to-wit:

Lot 138, Longmeadow Subdivision, Part Four, Plat Cabinet B at Slide 37, Madison County, Mississippi (Canton)

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

Excepted from the warranty hereof are all restrictive covenants, easements, rights of way and mineral reservations of record which affect the above-described property.

As a part of the consideration herein named, the within named Grantees, their successors or assigns, do hereby release the said Grantors from any and all claims of damages for damage accrued, accruing or to accrue as a result of any water damage, upkeep of drainage easements or any other damage, right or claim whatsoever.

No warranty or representation is hereby made whether or not the above described property is or is not in any flood prone

A

area, floodway or special flood hazard area as now or may hereafter be determined or designated by any governmental agency or political body.

WITNESS my signature this the 26<sup>th</sup> day of April, 1985.

EDWARDS HOMES, INC.

BY: Larry W. Edwards  
LARRY W. EDWARDS, PRESIDENT

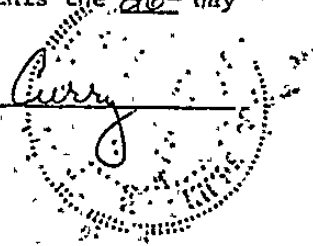
STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named Larry Edwards, who acknowledged that he is President of Edwards Homes, Inc., and who further acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal this the 26<sup>th</sup> day of April, 1985.

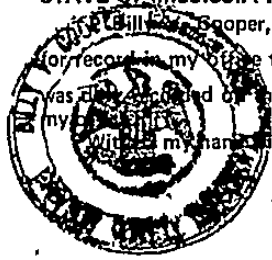
Billy M. Curry  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES NOV. 23, 1988

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 2<sup>nd</sup> day of May, 1985, at 9:00 o'clock a M., and was filed and recorded on the MAY 6 day of 1985, 19....., Book No 205 on Page 95... in my office at my hand and seal of office, this the..... of..... MAY 7..... 19.....

BILLY V. COOPER, Clerk

By..... B. V. Cooper..... D.C.



STATE OF MISSISSIPPI  
COUNTY OF MADISON

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GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, Warren M. Sanders, a resident of the Willard F. Bond Home for Men in Madison, Mississippi, do hereby make, constitute and appoint MRS. MACIE PARKS, whose address is Lot #8, 3525 Demetropolis Road, Mobile, Alabama 36609, W.H. SANDERS, whose address is 5034 Village Trail, San Antonio, Texas 78218 and/or MRS. OBERA SANDERS HORN, whose address is 1517 Oxford Avenue, Austin, Texas 78704, or either of them, or the survivor of them, my true and lawful attorneys-in-fact for me, and in my name, place and stead, giving unto said attorneys-in-fact full power to do and perform all and every act and thing that I might legally do through an attorney-in-fact, and every proper power necessary to carry out the purposes for which this power is granted, with full power of substitution and revocation, hereby ratifying and affirming that which said attorneys-in-fact shall lawfully do or cause to be done by himself or herself or by his or her substitute lawfully designated by virtue of the power herein conferred upon them.

It is my intention to vest in said attorneys-in-fact the power to make, execute, acknowledge and deliver good and sufficient deeds or deeds of conveyance, or other instruments or documents necessary to transact any business pertaining to my affairs or in which I may have an interest.

I grant to my said attorneys-in-fact full power and authority to perform acts to be done in and about the premises as herein described as I could do if personally present.

I authorize said attorneys-in-fact to request, demand, sue for, collect, recover and receive all monies which may become due and owing to me by reason of any such sale or conveyances, whether by deed, contract or other instrument.

I give unto said attorneys-in-fact full power and authority to appoint a substitute in the event he or she should desire to resign, which such substitute to be empowered to perform any of the acts that said attorneys-in-fact might perform by virtue of

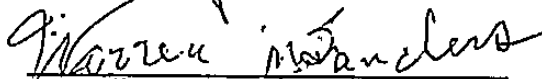
this instrument, with the right to revoke such appointment of substitute at pleasure.

I hereby revoke all Powers of Attorney heretofore made by me authorizing any person to do any act relative to the above described business of mine, or any part thereof, hereby ratifying and confirming whatsoever the herein appointed attorneys-in-fact or any substitute appointed by him or her might do in the premises by virtue hereof.

All rights, powers and authority of said attorneys-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect as of this date and such rights, powers and authority shall remain in full force and effect thereafter until my death, or until I have revoked said powers herein created by a separate instrument, duly signed and acknowledged by me and filed in the Office of the Chancery Clerk of the County of my residence.

In accord with the provisions of Section 87-3-13, Mississippi Code of 1972, as amended, by Chapter 335, Laws of Mississippi of 1982, this Power of Attorney shall not be affected by the subsequent disability or incompetence of the undersigned. Any person, firm or corporation dealing with the attorneys-in-fact herein named is hereby relieved from any denial of his or her right to act for and on behalf of me as my true and lawful attorneys-in-fact.

IN WITNESS WHEREOF, I have caused this instrument to be executed on this the 2 day of May, 1985.

  
Warren M. Sanders

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named,

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WARREN M. SANDERS, who acknowledged that he signed and delivered the above and foregoing GENERAL POWER OF ATTORNEY on the date and for the purposes therein stated as his own free act and deed.

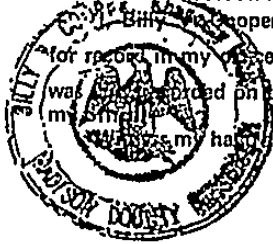
Given under my hand and seal of office, this the 2 day of May, 1985.

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*Billy V. Cooper*  
Notary Public

My Commission Expires:  
My Commission Expires July 1, 1986

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 2 day of May, 1985, at 12:00 o'clock P. M., and was recorded on the 2 day of MAY, 1985, Book No. 205 on Page 97 in my office at my hand and seal of office, this the MAY 13 of 1985, 1985.

BILLY V. COOPER, Clerk

By *B. Wright* D.C.