

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

Lot 9, 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 Slot 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 4th day of June, 1985.

KIMWOOD PROPERTIES, a general partnership

BY: W. L. Slaughter

GRANTOR'S ADDRESS: Route 1, Box 717, Madison, MS 39110

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

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority and for said County and State, the within named WILLIAM L. SLAUGHTER general partner of Kimwood Properties, 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 4th day of June, 1985.

Dick Linn Spaulding  
NOTARY PUBLIC



My Commission Expires:  
My Commission Expires June 22, 1987

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 purposed 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.

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.

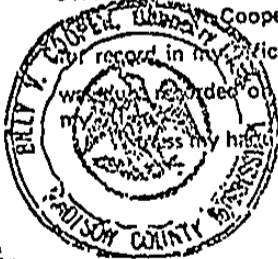
27. If any owner or owners of any lot so subdivided and platted, and thereby bound by these covenants, or their heirs, devisees, assigns or successors in title, shall violate or attempt to violate any of the covenants herein, any other person or persons owning any of said lots may prosecute any proceedings 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 for record in my office this 19 day of February, 1985, at 7:00 o'clock P.M., and was duly recorded on the 25 day of FEB. 25 1985, 1985, Book No. 203 on Page 79 in my office. Witness my hand and seal of office, this the 25 day of FEB 25 1985, 1985.

BILLY V. COOPER, Clerk  
By: M. 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 for record in my office this 6 day of June, 1985, at 9:00 o'clock A.M., and was duly recorded on the 7 day of JUN 7 1985, 1985, Book No. 205 on Page 698 in my office. Witness my hand and seal of office, this the 7 day of JUN 7 1985, 1985.

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

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), 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 James Louis Shull and wife, Elizabeth Wingate Shull, as joint tenants with the full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Lot Thirty-Seven (37), POST OAK PLACE, 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 Cabinet B-68, reference to which map or plat is here made in aid of and as a part of this description.

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

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

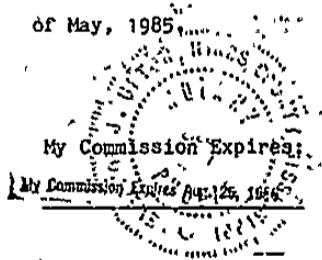
WITNESS THE SIGNATURE of the Grantor, this the 31st day of May, 1985.

*Mark S. Jordan Pres.*  
 \_\_\_\_\_  
 Good Earth Development, Inc., a

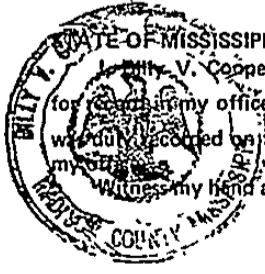
Mississippi Corporation  
 STATE OF MISSISSIPPI  
 COUNTY OF HINDS

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 31st day of May, 1985.



*E. L. ...*  
 \_\_\_\_\_  
 NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed to my office this 6th day of June, 1985, at 9:00 o'clock A.M., and was duly recorded on the 7th day of June, 1985, 19... Book No. 205 on Page 704 in my office.  
 Witness my hand and seal of office, this the 7th day of June, 1985, 19.....

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

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, We, the undersigned, WILLIAM J. SHANKS and MARK S. JORDAN, do hereby sell, convey and warrant unto GOOD EARTH DEVELOPMENT, 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 Thirty-Seven (37), POST OAK PLACE, PART II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Slide B-68, reference to which is here made in aid of and as apart 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 Grantee herein as of the date of this conveyance.

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

WITNESS OUR SIGNATURES this the 31st day of May, 1985.

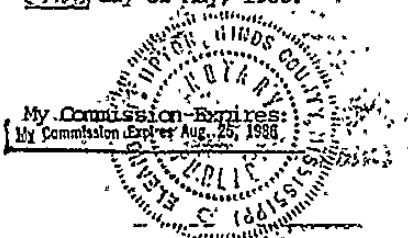
Handwritten signatures of William J. Shanks and Mark S. Jordan with printed names below.

STATE OF MISSISSIPPI COUNTY OF HINDS

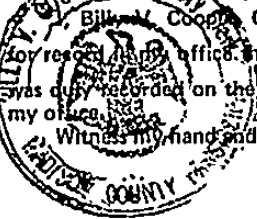
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named William J. Shanks and Mark S. Jordan, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as their act and deed.

GIVEN under my hand and official seal of office, this the 31st day of May, 1985:

Handwritten signature of Notary Public and printed name below.



STATE OF MISSISSIPPI, County of Madison:



Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 6th day of June, 1985, at 9:00 o'clock A.M., and was duly recorded on the 7th day of June, 1985, Book No. 205, on Page 705 in my office.

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

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



QUITCLAIM DEED

INDEXED

In consideration of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of all of which is hereby acknowledged, I, James E. Poole, Jr., whose address is 2320 East Manor Drive, Jackson, Mississippi 39211, do hereby convey and quitclaim to James P. Cothren and Crymes G. Pittman, whose addresses are 425 Tombigbee Street, Jackson, Mississippi 39201, 3/5 (60%) of my undivided 1/2 interest, the hereinafter described property located in Madison County, Mississippi, and more particularly described as follows, to-wit:

A parcel of land situated in Section 10, Township 7 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Begin at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 10, Township 7 North, Range 1 East, Madison County, Mississippi; from said point of beginning thence meander along an old fence line as follows: South 89°48' East, a distance of 229.34 feet; thence South 89°55' East, a distance of 101.88 feet; thence North 89°05' East, a distance of 157.13 feet; thence North 89°26' East, a distance of 260.28 feet; thence North 89°48' East, a distance of 412.95 feet; thence South 89°55' East, a distance of 271.64 feet; thence North 89°48' East, a distance of 496.63 feet; thence South 59°02' East, a distance of 72.87 feet; thence North 87°19' East, a distance of 162.32 feet; thence North 87°53' East, a distance of 538.32 feet to the center of Livingston Road; thence South 1°54' East along the center of said Livingston Road, a distance of 55.42 feet; thence North 89°14' West, a distance of 664.24 feet; thence run South 0°11' West along a fence line, a distance of 624.08 feet; thence South 89°49' East along a fence line, a distance of 30.0 feet; thence South 0°16' West, a distance of 263.86 feet; thence South 89°45' East, a distance of 165.09 feet; thence 0°05' East, a distance of 160.6 feet; thence South 50°43' East, a distance of 135.71 feet; thence South 68°35' East, a distance of 107.01 feet; thence South 89°42' East, a distance of 291.82 feet to the center of said Livingston Road; thence along the center of said Livingston Road the following bearings and distances: South 2°10' East, a distance of 155.21 feet; thence South 3°22' West, a distance of 55.09 feet; thence South 8°22' West, a distance of 61.87 feet; thence South 13°20' West, a distance of 56.19 feet; thence South 18°15' West, a distance of 57.00 feet; thence 23°21' West, a distance of 55.31 feet; thence South 28°18' West, a distance of 54.75 feet; thence South

34°31' West, a distance of 56.89 feet; thence South 45°33' West, a distance of 59.14' feet; thence South 47°46' West, a distance of 1,680.88 feet to an extension of a fence line and the Northerly line of Spring Brook Farms; thence run Westerly along said fence line and the Northerly line of Spring Brook Farms the following bearings and distances: North 88°40' West, a distance of 690.63 feet; thence North 89°28' West, a distance of 319.33 feet; thence North 89°52' West, a distance of 288.59 feet to the Easterly line of said Spring Brook Farms and a fence line; thence run Northerly along said Easterly line of Spring Brook Farms and along said fence line the following bearings and distances: North 0°07' East, a distance of 405.06 feet; thence run North 0°59' East, a distance of 282.41 feet; thence run North 1°11' East, a distance of 349.14 feet; thence North 2°00' East, a distance of 409.86 feet; thence North 0°14' West, a distance of 497.45 feet; thence North 0°34' West, a distance of 542.21 feet; thence North 0°06' East, a distance of 140.30 feet to the point of beginning, containing 129.8885 acres, more or less.

After this conveyance, ownership in the herein described property will be vested as follows: James P. Cothren, 2/5 (40%) undivided interest; Crymes G. Pittman, 2/5 (40%) undivided interest; James E. Poole, Jr., 1/5 (20%) undivided interest.

WITNESS MY SIGNATURE, this the 31<sup>st</sup> day of May, 1985.

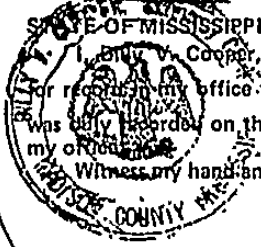
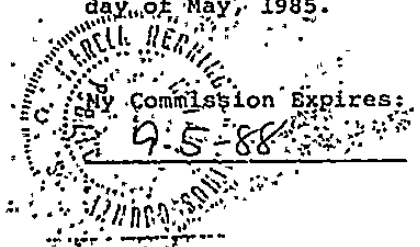
James E. Poole, Jr.  
JAMES E. POOLE, JR.

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above mentioned, the within named JAMES E. POOLE, JR., who acknowledged that he signed and delivered the foregoing estimate on the day and year therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 31<sup>st</sup> day of May, 1985.

Marcia Livingston  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 01<sup>st</sup> day of June, 1985, at 9:00 o'clock a. M., and was duly recorded on the JUN 7 day of 1985, 1985, Book No. 205 on Page 706 in my office.  
Witness my hand and seal of office, this the JUN 7 day of 1985, 1985.

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

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4475

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

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

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

WITNESS THE SIGNATURE of the Grantor herein, this the 31st day of May, 1985.

THOMAS M. HARKINS BUILDER, INC.

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

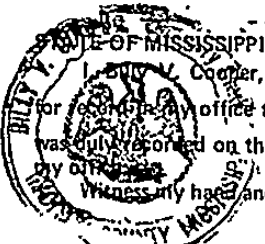
STATE OF MISSISSIPPI  
COUNTY OF HINDS

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., 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 31st day of May, 1985.

Edmond J. Lefton  
NOTARY PUBLIC

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



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 6th day of June, 1985, at 9:10 o'clock A.M., and was duly recorded on the 7th day of June, 1985, in Book No. 205, on Page 708 in my office.  
Witness my hand and seal of office, this the JUN 7 of 1985, 19.....  
BILLY V. COOPER, Clerk

By N. W. Wright, D.C.

1176 INDEXED

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

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

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

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

WITNESS THE SIGNATURE of the Grantor, this the 31st day of May, 1985.

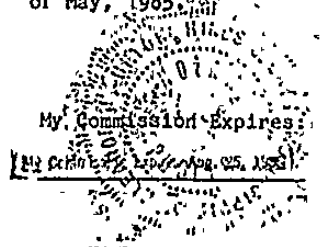
*Thomas M. Harkins, Jr.*  
First Mark Homes, Inc., a Mississippi

Corporation  
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas M. Harkins, Jr. who acknowledged to me that he is the President of First Mark Homes, 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 31st day of May, 1985.

*Edmond J. Lutz*  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:  
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 6 day of June, 1985, at 9:00 o'clock AM, and was duly recorded on the JUN 7 day of 1985, 1985, Book No. 205 on Page 709 in my office.  
Witness my hand and seal of office, this the JUN 7 of 1985, 1985.  
BILLY V. COOPER, Clerk  
By *B. V. Cooper* D.C.

WARRANTY DEED1377  
INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned DUDLEY J. HUGHES, RICHARD WAYNE PARKER and GREAT SOUTHERN NATIONAL BANK, Jackson, Mississippi, Trustee for Gideon Real Estate, Inc., Money Purchase Pension Plan, whose address is c/o Richard Wayne Parker, 315 Tombigbee Street, Jackson, Mississippi 39201, do hereby sell, convey and warrant unto GRADY L. McCOOL, JR., TRUSTEE whose address is 82 Blackberry Lane, Madison, MS, 39110 the following land and property lying and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Parcel "A"

Being situated in Section 32, T7N-R2E, City of Ridgeland, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Northwest corner of the said Section 32 and run thence East for a distance of 35.0'; run thence Southerly along the East ROW line of Pear Orchard Road for a distance of 1,099.80' to an Iron Pin; continue thence Southerly along the said East ROW line of Pear Orchard Road for a distance of 209.17' to a concrete ROW marker; thence turn left through a deflection angle of 0° 10' 00" and continue Southerly along the said East ROW line of Pear Orchard for a distance of 466.61'; thence turn left through a deflection angle of 89° 40' 00" and run S 89° 53' 33" E for a distance of 644.53' to an Iron Pin which marks the POINT OF BEGINNING for the parcel herein described; thence turn left through a deflection angle of 90° 16' 00" and run N 0° 09' 33" W for a distance of 675.40' to an Iron Pin; thence S 89° 51' 32" E for a distance of 645.07' to an Iron Pin; thence S 0° 11' 09" E for a distance of 675.02' to an Iron Pin; thence N 89° 53' 33" W for a distance of 645.38' to the POINT OF BEGINNING, containing 10.0 acres more or less.

PARCEL "B"

Being situated in Section 32, T7N-R2E, City of Ridgeland, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Northwest corner of the said Section 32 and run thence East for a distance of 35.0'; run thence Southerly along the East ROW line of Pear Orchard Road for a distance of 1,099.80' to an Iron Pin; continue thence Southerly along the said East ROW line of Pear

Orchard Road for a distance of 209.17' to a concrete ROW marker; thence turn left through a deflection angle of 0° 10' 00" and continue Southerly along the said East ROW line of Pear Orchard for a distance of 466.61'; thence turn left through a deflection angle of 89° 40' 00" and run S 89° 53' 33" E for a distance of 957.82' to an Iron Pin which marks the POINT OF BEGINNING for the parcel herein described; thence S 0° 13' 33" E for a distance of 449.58' to an Iron Pin which marks the Northerly ROW line of a proposed road; thence run 42.658' along the arc of a 339.20 foot radius curve to the right in the said Northerly ROW line of a proposed road, said arc having a 42.63 foot chord which bears S 86° 11' 54" W; thence S 89° 48' 04" W for a distance of 915.26' along the said Northerly ROW line of a proposed road to an Iron Pin which marks the said Easterly ROW line of Pear Orchard Road and also marks the Southwest corner of the parcel herein described; thence N 0° 13' 33" W for a distance of 457.39' along the said Easterly ROW line of Pear Orchard Road to an Iron Pin; thence S 89° 53' 33" E for a distance of 957.82' to the POINT OF BEGINNING, containing 10.0 acres more or less.

PARCEL "C"

Being situated in Section 32, T7N-R2E, City of Ridgeland, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Northwest corner of the said Section 32 and run thence East for a distance of 35.0'; run thence Southerly along the East ROW line of Pear Orchard Road for a distance of 1,099.80' to an Iron Pin; continue thence Southerly along the said East ROW line of Pear Orchard Road for a distance of 209.17' to a concrete ROW marker; thence turn left through a deflection angle of 0° 10' 00" and continue southerly along the said East ROW line of Pear Orchard for a distance of 466.61'; thence turn left through a deflection angle of 89° 40' 00" and run S 89° 53' 33" E for a distance of 957.82' to an Iron Pin which marks the POINT OF BEGINNING for the parcel herein described; thence S 0° 13' 33" E for a distance of 449.58' to an Iron Pin which marks the Northerly ROW line of proposed road and also marks the Southwest corner of the parcel herein described; thence run 234.766' along the arc of a 339.20 foot radius curve to the left in the said Northerly ROW line of a proposed road, said arc having a 230.109 foot chord which bears N 62° 46' 05" E; thence N 42° 56' 27" E for a distance of 134.71' along the said Northerly ROW line; thence run 47.873' along the arc of a 399.20 foot radius curve to the right in the said Northerly ROW line, said arc having a 47.845 foot chord which bears N 46° 22' 35" E, thence N 0° 11' 09" W for a distance of 212.04' to an Iron Pin; thence N 89° 53' 33" W for a distance of 332.09' to the POINT OF BEGINNING, containing 2.744 acres more or less. Together with that certain easement appurtenant as described and reserved to the Grantors in Book 195 at Page 669.

A plat of said Parcels is attached hereto as Exhibit "A", made hereof by reference and signed for identification.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year are a lien upon subject property, but have been prorated by

and between the parties hereto as of this date on an estimated basis. In the event said proration is incorrect, the parties hereto agree to make an adjustment prior to February 1, 1986 to correctly apportion and prorate said taxes.

THE WARRANTY herein contained is subject to the following:

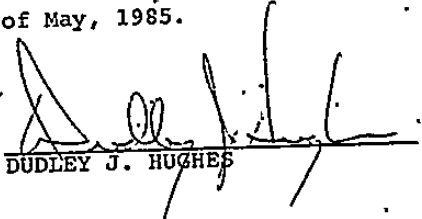
i. Any prior recorded mineral severances.  
ii. Slight encroachment of a fence along the north line; six inch (6") sanitary sewer main, an unrecorded five foot (5') sanitary sewer easement for sewer line along and adjacent to the north side of Parcel A as shown on the plat of survey of Robert B. Barnes, C.E., dated September 22, 1984 and attached hereto as said Exhibit "A".

iii. Any slight fence encroachment along the east line of parcels B and C, as shown by said Barnes survey.

AS A PART OF THE CONSIDERATION of this conveyance, Grantees covenant and agree to pay as and when due their prorata share (one-half) of the costs of construction of what is commonly referred to as Special Assessment No. 2 Street lying south of and adjacent to the south line of and abutting Parcels "B" and "C".

THE GRANTORS herein covenant that subject property constitutes no part of their homestead.

WITNESS THE SIGNATURES of the Grantors, this the 29<sup>th</sup> day of May, 1985.

  
DUDLEY J. HUGHES

  
RICHARD WAYNE PARKER

GREAT SOUTHERN NATIONAL BANK  
Jackson, Mississippi  
Trustee for the  
Gideon Real Estate, Inc.  
Money Purchase Pension Plan

BY:   
MARY DELL MCCOY

TITLE: Vice Pres & Trust Offr  
Vice President and  
Trust Officer

STATE OF MISSISSIPPI

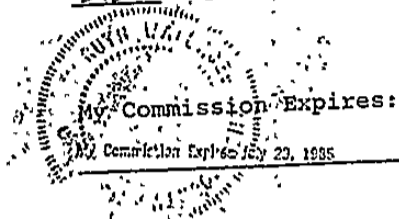
BOOK 205 PAGE 713

COUNTY OF HINDS

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

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 28th day of May, 1985.

Ruth Wallace  
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 RICHARD WAYNE PARKER, who acknowledged that the signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 29th day of May, 1985.

Maudee A. C. S.  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires March 12, 1983

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named Mary Dell McCoy, personally known to me to be the Vice President and Trust Officer of the within named GREAT SOUTHERN NATIONAL BANK, Jackson, Mississippi, Trustee for the Gideon Real Estate, Inc. Money Purchase Pension Plan, who acknowledged that she signed, sealed, and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned, for and on behalf of said bank and as its own act and deed, she being first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 29th day of May, 1985.

Maudee A. C. S.  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires March 12, 1983

WCS300/WD-Parker et al to McCool



PLAT SHOWING  
CERTAIN PROPERTIES

BOOK 205 PAGE 714

BEING SITUATED IN SECTION  
32, T7N-R2E, CITY  
SIGNED FOR IDENTIFICATION: OF RIDGELAND, MADISON  
COUNTY, MISSISSIPPI

*Handwritten signatures: Billy J. McCardell and Gilbert W. Wray*



ROBERT B. BARNES CIVIL ENGINEER & LAND SURVEYOR SCALE: 1"=200' DATE: 9-22-84

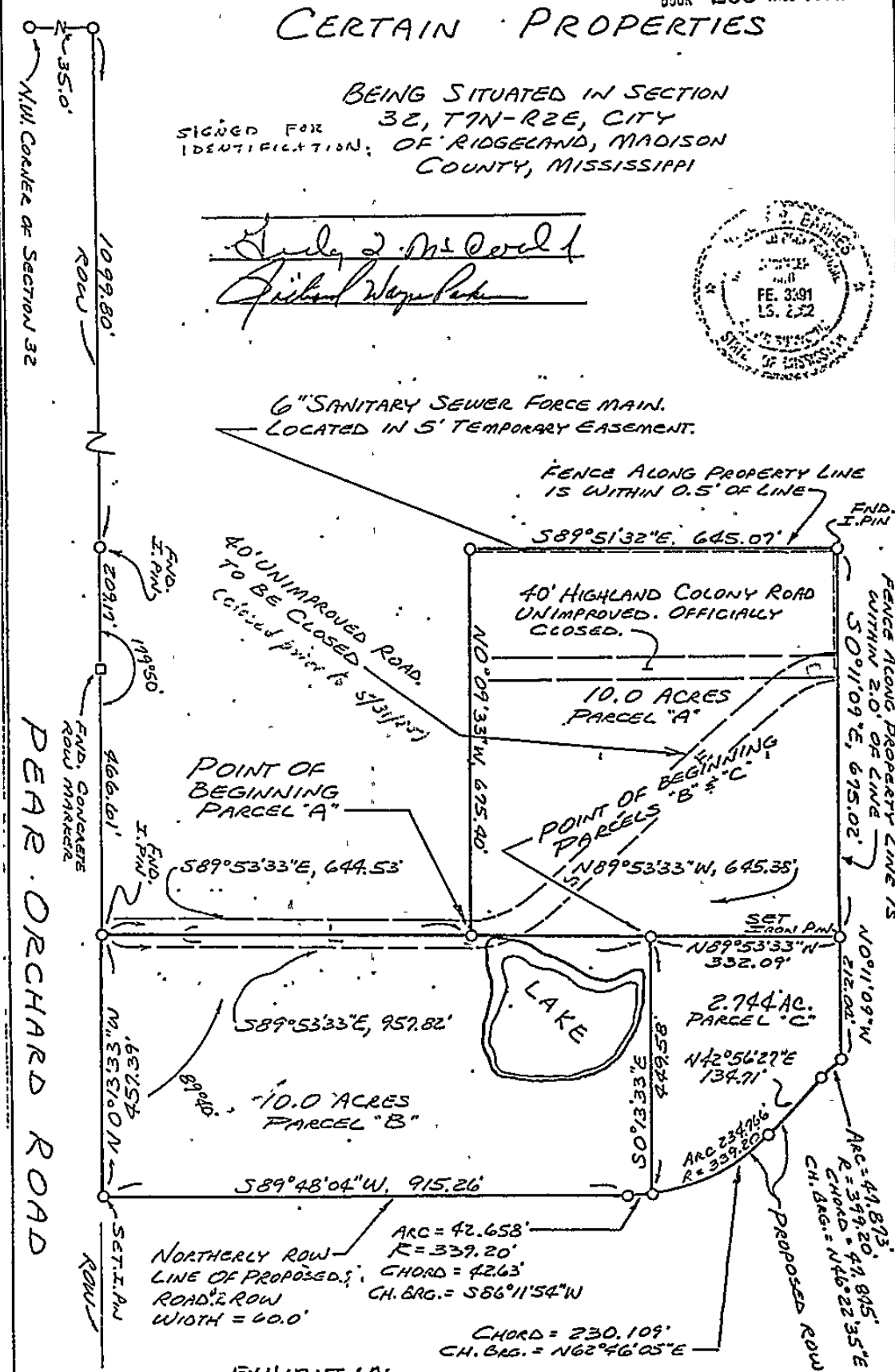
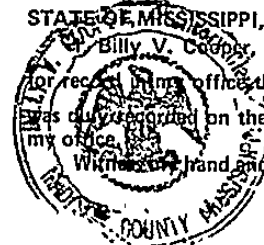


EXHIBIT 'A'

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 6<sup>th</sup> day of June, 1985, at 9:00 o'clock A. M., and as duly recorded on the 6<sup>th</sup> day of June, 1985, Book No. 205 on Page 710. In witness whereof, I have hereunto set my hand and seal of office, this the 7<sup>th</sup> day of June, 1985.  
 BILLY V. COOPER, Clerk  
 By Gilbert W. Wray, D.C.



GRANTOR'S ADDRESS 534 Bedford Circle, Madison, MS 39110

GRANTEE'S ADDRESS 170 Clearwater Cove, <sup>JACKSON 39211</sup> ~~Madison~~, MS 39157

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned, JAMES PATRICK WIGLEY, et ux, MARGARET CAROL WIGLEY, by these presents, do hereby sell, convey and warrant unto ISAAC A. AWABDY, et ux, FERIAL C. AWABDY, 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 16, of Gateway North Subdivision, Part I, 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 5 at Page 45, 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 4th day of June, 1985.

*James Patrick Wigley*  
JAMES PATRICK WIGLEY  
*Margaret Carol Wigley*  
MARGARET CAROL WIGLEY

STATE OF MISSISSIPPI

COUNTY OF HINDS

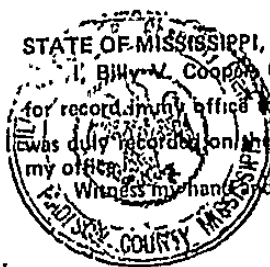
Personally came and appeared before me the undersigned authority duly authorized by law to take acknowledgements in and for said County and State, the within named James Patrick Wigley, et ux, Margaret Carol Wigley who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 4th day of June, 1985.

My Commission Expires:  
My Commission Expires Sept. 16, 1985

NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 6 day of June, 1985, at 1:30 o'clock P. M., and was duly recorded on the 6 day of JUN. 10 1985, 1985, Book No. 205, on Page 715 in my office.  
Witness my hand and seal of office, this the JUN 10 1985 day of June, 1985.  
BILLY V. COOPER, Clerk  
By B. V. Cooper, D.C.



WARRANTY DEED

BOOK 205 PAGE 716

INDEXED

4489

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 Grantor, ANNANDALE CONSTRUCTION, INC., does hereby sell, convey and warrant unto DANIEL J. ANDERSON, JR., and JOSEPHINE T. ANDERSON, as joint tenants with rights of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

LOT 86, DEERFIELD SUBDIVISION, PHASE I, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is made in aid of and as a part of this description.

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, although prorated between Grantor and Grantees, will be paid by the Grantees and all subsequent years will be paid by the Grantees.
2. Zoning and subdivision regulation ordinance of Madison County, Mississippi.
3. All oil, gas and other minerals in, on and under the above described property reserved or conveyed by prior owners.
4. Those Protective Covenants of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Book 465 at Page 159, and as amended by instrument recorded in Book 500 at Page 443.
5. Grantees hereby, by their acceptance of this Deed, agree to join the Deerfield Property Owners Association and abide by the By-Laws of such association. This membership

requirement shall be a covenant 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.

7. Easement reserved by J. D. Rankin and Jane B. Rankin in Warranty Deed recorded at Book 201 at Page 188 in the office of the Chancery Clerk of Madison County, Mississippi.

8. Right-of-way to Mississippi Valley Gas Company as recorded in Book 179 at Page 654 in the office of the Chancery Clerk of Madison County, Mississippi.

9. Easement to Bear Creek Water Association as recorded in Book 173 at Page 356 and Book 180 at Page 608 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE this the 31st day of May, 1985.

ANNANDALE CONSTRUCTION, INC.

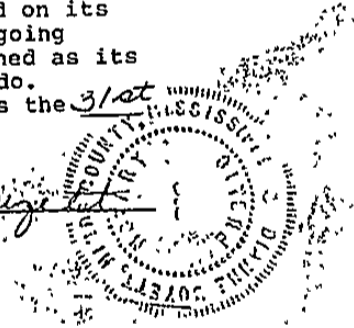
BY: [Signature]  
President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, JAMES R. ELLINGTON, President of Annandale Construction, Inc., who acknowledged that for and on its behalf, he signed, sealed and delivered the foregoing Warranty Deed on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

GIVEN under my hand and official seal, this the 31st day of May, 1985.

[Signature]  
NOTARY PUBLIC



My commission expires:  
My Commission Expires March 6, 1986

Grantor's address: 920-B East County Line Road, Ridgeland, Mississippi 39157

Grantees' Address: 411 Spike Ridge, Canton, Mississippi 39046

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 6 day of June, 1985, at 3:30 o'clock P. M., and was duly recorded on the 6 day of June, 1985, Book No. 205 on Page 766 in my office.  
Witness my hand and seal of office, this the 6 day of June, 1985.  
BILLY V. COOPER, Clerk  
By [Signature] D.C.



BOOK 205 PAGE 717

9-9-75

BOOK 205 PAGE 718

4183

RIGHT-OF-WAY AND EASEMENT DEED  
FOR DISTRIBUTION SYSTEMS

INDEXED

STATE OF MISSISSIPPI )  
COUNTY OF MADISON )

KNOW ALL MEN BY THESE PRESENTS

THAT FOR AND IN CONSIDERATION OF One and No/100 (\$ 1.00 ) Dollars, paid to the undersigned (herein styled "Grantor" whether one or more), the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto ENTEX, INC. (herein styled "Grantee"), its successors and assigns, the right-of-way and easement to construct, maintain, and operate gas pipe lines and appurtenances thereto over and through the following described property situated in Madison County, Mississippi to wit:

A perpetual easement 10 feet in width and approximately 1,913 feet in length adjacent to the South right-of-way line of Mississippi Highway 463 from Grantor's East property line to Grantor's West property line. Also a temporary construction easement 10 feet in width adjacent to the above-described perpetual easement. The property on which the above-described easement is located lies in Section 1, Township 7 North, Range 1 East, and is

More fully described in deed from Robert E. Cox, Ernest D. Cox, Mildred Cox Leonard and Ruth W. Cox to Mildred Cox Leonard recorded in Volume 157 Page 895 Deed Record of said County, to which references are here made for further description.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, so long as such pipe line and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of construction, inspecting, repairing, maintaining and replacing the property of Grantee above described and removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the maintenance or operation of any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line. Grantee hereby agrees to bury all pipes to a minimum depth of .30" below the ground surface as it presently exists and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one therefore to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

This agreement is binding upon the heirs, representatives, successors and assigns of the parties hereto.

Mrs. Mildred C. Leonard  
Mrs. Mildred C. Leonard, Grantor

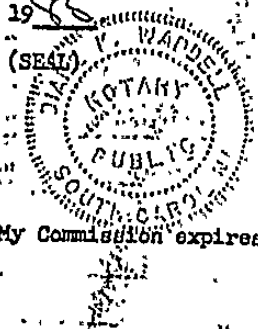
It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF, on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

STATE OF ~~MISSISSIPPI~~ South Carolina  
COUNTY OF Spartanburg

Before me, the undersigned authority, on this day personally appeared  
Michael C. Leonard known to me to  
be the person whose name(s) is/are subscribed to the foregoing instrument and  
acknowledged to me that he/she/they executed and delivered the same on the day  
and year therein mentioned and for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 30<sup>th</sup> day of May

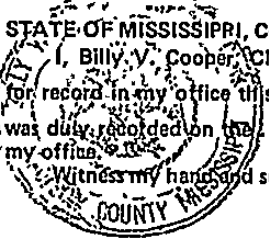


Diana K. Waddell  
Notary Public in and for Spartanburg  
County, Mississippi

My Commission expires: 6-21-89

STATE OF MISSISSIPPI

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 6 day of June, 1985, at 3:15 o'clock P. M. and  
was duly recorded on the 6 day of June, 1985, Book No. 205, on Page 278. in  
my office.



Witness my hand and seal of office, this the 10 day of June, 1985.  
BILLY V. COOPER, Clerk  
By [Signature] D.C.

his/her name as a witness thereto in the presence of the said \_\_\_\_\_

AND THAT the witnesses signed in the presence of each other, on the day and year therein named.

Sworn to and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Affix Seal  
My Commission expires: \_\_\_\_\_

*Handwritten notes:*  
Diana K. Waddell  
Notary Public  
Spartanburg  
6-21-89

9-9-75

BOOK 205 PAGE 720

4785

RIGHT-OF-WAY AND EASEMENT DEED FOR DISTRIBUTION SYSTEMS

INDEXED

STATE OF MISSISSIPPI )  
COUNTY OF MADISON )

KNOW ALL MEN BY THESE PRESENTS

THAT FOR AND IN CONSIDERATION OF One and No/100 (\$ 1.00) Dollars, paid to the undersigned (herein styled "Grantor" whether one or more), the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto ENTEX, INC. (herein styled "Grantee"), its successors and assigns, the right-of-way and easement to construct, maintain, and operate gas pipe lines and appurtenances thereto over and through the following described property situated in Madison County, Mississippi to wit:

A perpetual easement 10 feet in width and approximately 545 feet in length adjacent to the South right-of-way line of Mississippi Highway 463 from Grantors' East property line to Grantors' West property line. Also a temporary construction easement 10 feet in width adjacent to said perpetual easement. The property on which the above described easement is located lies in Section 1, Township 7 North, Range 1 East, and is

more fully described in deed from E. David Cox to E. David Cox and M. Lynn Cox recorded in Volume 180 Page 103 Deed Record of said County, to which references are here made for further description.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, so long as such pipe line and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of construction, inspecting, repairing, maintaining and replacing the property of Grantee above described and removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the maintenance or operation of any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line. Grantee hereby agrees to bury all pipes to a minimum depth of .30" below the ground surface as it presently exists and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one therefore to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

This agreement is binding upon the heirs, representatives, successors and assigns of the parties hereto.

[Signature] E. David Cox, Grantor  
[Signature] M. Lynn Cox, Grantor

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF, on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

WITNESSES: [Signature]  
GRANTOR: E. David Cox  
M. Lynn Cox

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Before me, the undersigned authority, on this day personally appeared E. David Cox known to me to be the person whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed and delivered the same on the day and year therein mentioned and for the purposes and consideration therein expressed.

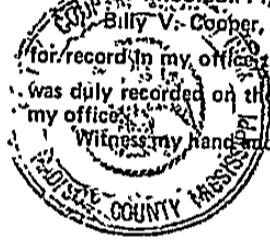
Given under my hand and seal of office on this the 23 day of MAY

1985  
(SEAL)

William J. Shah  
Notary Public in and for  
Madison County, Mississippi

My Commission expires: 1-1-88

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 6 day of June, 1985, at 3:15 o'clock P. M., and was duly recorded on the JUN 10 1985 day of JUN 10 1985, 1985, Book No. 205 on Page 721. in my office.  
Witness my hand and seal of office, this the JUN 10 1985 day of JUN 10 1985, 1985.  
BILLY V. COOPER, Clerk  
By: D. Wright, D.C.



whose name is subscribed above, sign and deliver the same to the said ENTEK, INC. THAT HE, THIS affiant, subscribed his/her name as a witness thereto in the presence of the said \_\_\_\_\_

AND THAT the witnesses signed in the presence of each other, on the day and year therein named.

Sworn to and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Affix Seal

My Commission expires: \_\_\_\_\_

*Cox*



RIGHT-OF-WAY AND EASEMENT DEED FOR DISTRIBUTION SYSTEMS

STATE OF MISSISSIPPI )  
 )  
COUNTY OF MADISON )

KNOW ALL MEN BY THESE PRESENTS

THAT FOR AND IN CONSIDERATION OF One and No/100 (\$ 1.00 ) Dollars paid to the undersigned (herein styled "Grantor" whether one or more), the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto ENTEX, INC. (herein styled "Grantee"), its successors and assigns, the right-of-way and easement to construct, maintain, and operate a regulator station and appurtenances thereto on, over, and under the following described property situated in Madison County, Mississippi to wit:

An easement described as follows: Commence at the Southeast corner of Section 1, Township 7 North, Range 1 East, and run THENCE North 87 degrees 09 minutes 16 seconds West 3402.42 feet along the South line of said Section 1; THENCE North 2625.41 feet to a point on the South right-of-way line of Mississippi Highway 463, said point being the Point of Beginning; THENCE South 88 degrees 26 minutes 25 seconds East 10 feet; THENCE South 35 feet; thence North 88 degrees 26 minutes 25 seconds West 10 feet; THENCE North 35 feet to the Point of Beginning. Said easement is located in the Southwest 1/4 of Section 1, Township 7 North, Range 1 East, Madison County, Mississippi.

More fully described in deed \_\_\_\_\_ from Ernest D. Cox to Ernest D. Cox and Wife, Mary N. Cox recorded in Volume 171

Page 420 Deed Records of said County, to which references are here made for further description.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, so long as such pipeline, regulator station, and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of construction, inspection, repairing, maintaining and replacing the property of Grantee above described and removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the maintenance or operation of any pipeline, regulator station, or appurtenances constructed hereunder, and will not change the grade over such pipeline.

This agreement is binding upon the heirs, representatives, successors and assigns of the parties hereto:

X Ernest D. Cox Ernest D. Cox, Grantor  
X Mary N. Cox Mary N. Cox, Grantor

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF, on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signed and delivered in the presence of the undersigned witnesses:

[Signature] Ernest D. Cox  
Cathy Chapman Mary N. Cox

STATE OF MISSISSIPPI  
COUNTY OF

Before me, the undersigned authority, on this day personally appeared ERNEST D. COX ? Mary N. Cox known to me to be the person whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed and delivered the same on the day and year therein mentioned and for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 23 day of MAY, 1985.

(SEAL)

William J. Shah  
Notary Public in and for  
MADISON County, Mississippi

My Commission expires: 1-1-88

STATE OF MISSISSIPPI  
COUNTY OF

PERSONALLY APPEARED before me, the undersigned Notary Public in and for said County, the within named \_\_\_\_\_ one of the subscribing witnesses to the within and foregoing instrument, who being first duly sworn, deposeth and saith that he/she saw the within named

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 6 day of June, 1985 at 3:15 clock P. M., and was duly recorded on the 10 day of JUN 10 1985, 1985, Book No. 205, on Page 723 in my office.



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

BILLY V. COOPER, Clerk

By J. Wright, D.C.

and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

Notary Public

expires: \_\_\_\_\_

Rodney K. Ham, P.E.  
CORROSION SUPERVISOR



P.O. BOX 1020  
JACKSON, MS 39215-1020  
PHONE (601) 354-4242

3.02

9-9-75

BOOK 205 PAGE 724

INDEXED

4236

RIGHT-OF-WAY AND EASEMENT DEED FOR DISTRIBUTION SYSTEMS

STATE OF MISSISSIPPI )  
COUNTY OF MADISON )

KNOW ALL MEN BY THESE PRESENTS

THAT FOR AND IN CONSIDERATION OF One and No/100 (\$ 1.00) Dollars, paid to the undersigned (herein styled "Grantor" whether one or more), the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto ENTEX, INC. (herein styled "Grantee"), its successors and assigns, the right-of-way and easement to construct, maintain, and operate gas pipe lines and appurtenances thereto over and through the following described property situated in Madison County, Mississippi to wit:

A perpetual easement 10 feet in width across the following described tract of land adjacent to the South right-of-way line of Mississippi Highway 463 from Grantors' East property line to Grantors' West property line. Also a temporary construction easement 10 feet in width adjacent to the above-described perpetual easement. The property on which the above-described easement is located lies in Section 1, Township 7 North, Range 1 East, and is

more fully described in deed \_\_\_\_\_ from Ernest D. Cox to Ernest D. Cox and Wife, Mary N. Cox recorded in Volume 171 Page 420 Deed Records of said County, to which references are here made for further description.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, so long as such pipe line and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of construction, inspecting, repairing, maintaining and replacing the property of Grantee above described and removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the maintenance or operation of any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line. Grantee hereby agrees to bury all pipes to a minimum depth of 30" below the ground surface as it presently exists and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one therefore to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

This agreement is binding upon the heirs, representatives, successors and assigns of the parties hereto.

Ernest D. Cox  
Ernest D. Cox, Grantor  
Mary N. Cox  
Mary N. Cox, Grantor

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF, on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

WITNESSES:  
[Signature]  
Cathy Chopman

GRANTOR:  
Ernest D. Cox  
Mary N. Cox

STATE OF MISSISSIPPI  
COUNTY OF

Before me, the undersigned authority, on this day personally appeared Ernest D. Cox & Mary N. Cox known to me to be the person whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed and delivered the same on the day and year therein mentioned and for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 23 day of May, 1985.

(SEAL)

William Shah  
Notary Public in and for  
Madison County, Mississippi

My Commission expires: 1-1-88

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 6 day of June, 1985 at 8:30 o'clock A.M., and was duly recorded on the 10 day of JUN 10 1985, 1985, Book No. 205 on Page 725 in my office.

Witness my hand and seal of office, this the 10 day of JUN 10 1985, 1985.

BILLY V. COOPER, Clerk

By W. Wright, D.C.

first duly sworn, depose and swear that he/she saw the within named Ernest D. Cox & Mary N. Cox whose name is subscribed thereto, sign and deliver the same to the said ENTEX, INC. THAT HE, THIS affiant, subscribed his/her name as a witness thereto in the presence of the said \_\_\_\_\_

AND THAT the witnesses signed in the presence of each other, on the day and year therein named.

Sworn to and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

*Ernest D. Cox & Mary N. Cox*

Affix Seal

My Commission expires: \_\_\_\_\_

TRUSTEE'S DEED

BOOK 205 PAGE 726

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4293

WHEREAS, on October 23, 1978, Thomas Elmage Gunter and wife, Alma Ray Gunter executed a deed of trust to Robert G. Nichols, Trustee for the use and benefit of The Administrator of the Small Business Administration, an agency of the Government of the United States of America, beneficiary, which deed of trust is recorded in Book 449 at page 24, records of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, default having been made in the performance of the terms, conditions and stipulations as set out in said deed of trust, and the entire debt secured thereby having been declared to be due and payable in accordance with the terms of said deed of trust, and the Trustee having been requested by said Small Business Administration, the present legal holder and beneficiary of said deed of trust, to execute the trust and to sell the land and property described in said deed of trust for the purposes of raising the sums due thereunder, together with costs, attorney's and trustee's fees and expenses of sale; and

WHEREAS, the Trustee's Notice of Sale was posted on the bulletin board at the Madison County Court House in Canton, Mississippi, on October 26, 1984, and said notice was published in the Madison County Herald, a newspaper of general circulation in Madison County, Mississippi, on November 1, 8, 15, 22 and 29, 1984; and

WHEREAS, after advertising such sale in all respects as required by law and the terms of said deed of trust, the undersigned, as Trustee, pursuant to the power and authority vested in him by the terms of the said deed of trust, did, at 11:10 A.M. o'clock on the 30th day of November, 1984, at the east main front door of the Madison County Court House at Canton, Mississippi, offer the real property conveyed by said deed of trust, as hereinafter described, for sale at public outcry to the highest bidder for cash, all in the manner prescribed and required by law and the terms of said deed of trust; and

WHEREAS, at said time and place, the undersigned received from the hereinafter named grantee a bid of One Hundred Sixty-three Thousand Dollars (\$163,000.00), which was the highest bid received for said real property, and said bidder was then and there declared to be the purchaser thereof.

NOW, THEREFORE, for and in consideration of the sum of One Hundred Sixty-three Thousand Dollars (\$163,000.00), cash in hand paid, the receipt of

TAM

The said lands are sold subject to any unpaid taxes and without warranty.

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

WITNESS MY SIGNATURE this, the 30th day of November, 1984.

  
\_\_\_\_\_  
ROBERT G. NICHOLS, TRUSTEE

BOOK 205 PAGE 727

STATE OF MISSISSIPPI

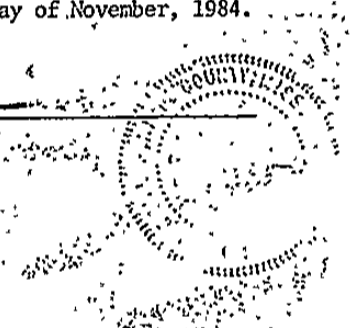
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, Robert G. Nichols, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in his capacity as Trustee on the day and year therein mentioned as his act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30<sup>th</sup> day of November, 1984.

  
\_\_\_\_\_  
NOTARY PUBLIC

MY COM. EX 1-15-87



GRANTOR: P. O. Box 1526, Jackson, Miss.

GRANTEE: Federal Bldg., Jackson, Miss.

which is hereby acknowledged, the undersigned, as Trustee, does hereby sell, and convey unto UNITED STATES OF AMERICA, FARMERS HOME ADMINISTRATION, the aforesaid highest bidder, the real property described in said deed of trust and sold as aforesaid, said described real property being situated in Madison County, Mississippi, and more particularly described as follows, to-wit:

TRACT

A. S4 of Lot 1 and all of Lots 3, 4, 5 and 6, East of Choctaw Boundary Line, when described with reference to the Original Governmental Survey of Section 19, Township 11 North, Range 5 East, (being Lots 1, 7, 8, 9, 10, 11, and 12 of Section 19, Township 11 North, Range 5 East when described with reference to new subdivisional plat of said Section prepared and filed in the United States Land Office at Washington, D. C. );

LESS AND EXCEPT THEREFROM:

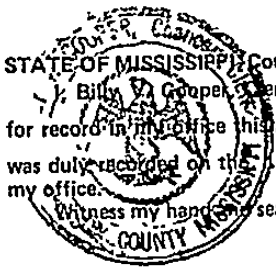
- (1) Ten (10) acres described as beginning at the southeast corner of Lot 6, East of Choctaw Boundary Line when described with reference to the Original Governmental Survey of said Section 19 (said southeast corner of said Lot 6 being the southeast corner of Lot 12 when described with reference to new subdivisional plat of said Section 19 prepared and filed in the United States Land Office at Washington, D. C.), and from said point of beginning run West 528 feet, thence north 825 feet, thence east 528 feet, thence south 825 feet to point of beginning; and
- (2) One hundred (100.0) acres, more or less, conveyed by Max E. Ketcham to Lee Thomas in Section 19, Township 11 North, Range 5 East, particularly described as: Beginning at the point of intersection of the south line of said Section 19 with the old fence row marking the Choctaw Boundary Line which runs in a northwesterly direction through said Section 19, and from said point of beginning run thence east for 13.03 chains, thence run north for 59.94 chains to the north line of Lot 3 east of the Choctaw Boundary Line, thence run west 30.31 chains to the Choctaw Boundary Line, thence run in a southeasterly direction along said Choctaw Boundary Line 60.45 chains to the point of beginning, and containing in all 100.00 acres, more or less.

TRACT I:

Section 29, Township 11 North, Range 5 East, Madison County, Mississippi, fifteen (15) acres more or less, bounded by the Camden and Canton Road on the South and West, on the South by the land of Grady Sovell and on East by the E. B. Cauthen estate, less and except one-half (1/2) of all oil, gas and other minerals, and being the same real property acquired by James Ray Wallace by Warranty Deed, dated March 6, 1964, from Mrs. Frankie Cauthen, et al, and recorded in Book 92, Page 401 of the Land Records of Madison County, Mississippi.

TRACT III

All that part of Section 29, Township 11 North, Range 5 East, which lies North of the Creek and South and West of the Camden and Carthage Road, and all that part of Lots 1, 2, 3, and 4 East of the Choctaw Boundary line and lying North of a creek, in Section 30, Township 11 North, Range 5 East. By the above description of the lands in Section 30 there is described all of the land in Section 30 which is located on the Eastern Boundary line of the Northeast Quarter of said Section and South of the old abandoned Arkwood and Camden and North of the Camden and Carthage Road, containing 302 acres, more or less. This is the same real property acquired by James Ray Wallace by Warranty Deed, dated November 26, 1962, from Louise Castens Carraway and E. Glenn Carraway, her husband, Recorded in Book 86, at Page 376, and being also the property acquired by James Ray Wallace by Warranty Deed from Mrs. Dixie C. Elrod, dated January 31, 1964 and recorded in Book 91 at Page 298 all of the records of Madison County, Mississippi.



STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 10 day of June, 1985, at 5:00 o'clock, P. M., and was duly recorded on this 10 day of June, 1985, Book No. 205 on Page 726 in my office.  
 Witness my hand and seal of office, this the 10 day of June, 1985.  
 BILLY V. COOPER, Clerk  
 By *N. Wright*, D.C.

GRANTOR ADDRESS: P. O. Box 16382, Jackson, Ms. 39236

GRANTEE ADDRESS: 626 Seneca, Jackson, Ms. 39216

SGIV

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, HAYLOFT, INC. and DEARMAN ENGINEERING, INC., by these presents, do hereby sell, convey and warrant unto GARY B. TAYLOR d/b/a GARY TAYLOR BUILDER, the land and property lying and being situated in Madison County, Mississippi, described as follows, to-wit:

Lot 1, of PECAN CREEK SUBDIVISION, Part IV, a subdivision according to the map thereof which is of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Cabinet B at Slide 51, 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, restrictive covenants, mineral reservations and easements of record affectint subject 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 the hand and signature of the Grantor hereto affixed on this the 29th day of May, 1985.

HAYLOFT, INC.

DEARMAN ENGINEERING, INC.

By: [Signature]  
Gus A. Primos, President

By: [Signature]  
W. F. Dearman, Jr., Pres

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named, Gus A. Primos personally known to me to be the President of HAYLOFT, INC., who as such officer acknowledged to me that he signed, sealed and delivered the foregoing instrument for the purposes recited on the date therein set forth, all as and for 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 29th day of May, 1985.

[Signature]  
NOTARY PUBLIC

My Comm. Expires: 11/1/86



STATE OF MISSISSIPPI  
COUNTY OF HINDS

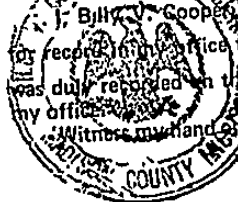
Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named, W. F. Dearman, personally known to me to be the President of DEARMAN ENGINEERING, INC., who as such officer acknowledged to me that he signed, sealed and delivered the foregoing instrument for the purposes recited on the date therein set forth, all as and for 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 29th day of May, 1985.

Louise Ryan  
NOTARY PUBLIC

My Comm. Expires: My Commission Expires 12/15/1987

STATE OF MISSISSIPPI, County of Madison:



Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 10 day of June, 1985, at 9:00 o'clock A. M., and was duly recorded on the 10 day of June, 1985, Book No. 205 on Page 729 in my office. Witness my hand and seal of office, this the 10 day of June, 1985.

BILLY V. COOPER, Clerk

By [Signature], D.C.

## 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 are hereby acknowledged, THOMAS PHILLIP NORSWORTHY and wife MARGARET M. NORSWORTHY of P.O. Box 406, Indianola, Mississippi 38751, do hereby sell, convey and warrant unto BARBARA S. JONES of 15<sup>th</sup> Greenwing Court, Jackson, Mississippi 39211, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land being in the West 1/2 of Lot 109, Village Square Subdivision according to the map or plat on file in the records of the Chancery Clerk of Madison County in Plat Cabinet B at Slide 38 thereof and being more particularly described as follows, to-wit:

Beginning at the SW corner of said Lot 109; thence run North 02 degrees 36 minutes East along the West line of said Lot 109 for a distance of 90.48 feet to the NW corner of said Lot 109; thence run around a curve to the left in a Northeasterly direction having a radius of 60 feet and a chord length of 24.13 feet and an arc length of 24.3 feet to a point on the North line of said Lot 109; thence run South 80 degrees 18 minutes East along the North line of Said Lot 109 for a distance of 10.76 feet; thence run South 01 degrees 58 minutes West along the party wall of a duplex and its extensions both ways for a distance of 99.94 feet to point on the South line of said lot 109; thence run North 80 degrees 18 minutes West along the South line of said Lot 109 for a distance of 35.38 feet to the Point of Beginning.

ALSO: A 15 foot easement for ingress & egress being described as follows: Begin at the common front corner of Lot 109 and Lot 108, run thence South along the common property line for 90.48 feet, thence run West along rear property line of Lot 108, for 15 feet, thence run South to front property line of Lot 108, thence run East 15 feet to point of beginning.

LESS & ACCEPT: An easement for ingress, egress and parking for East 1/2 of Lot 109, Village Square Subdivision, consisting of back 20 feet of captioned property.

THIS CONVEYANCE IS MADE SUBJECT to all applicable building restrictions, restrictive covenants, easements, and minerals reservations of record.

GRANTEE ASSUMES AND AGREES to pay that certain Deed of Trust executed by Grantors, on June 21, 1983, in favor of The Lomas & Nettleton Company.

GRANTORS DO HEREBY ASSIGN, SET OVER and deliver unto the Grantee 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 Grantee or her assigns any amount which is deficit on an actual proration and likewise, the Grantee agrees to pay to the Grantors any amount overpaid by them.

WITNESS THE SIGNATURE OF THE GRANTORS, this the 4<sup>th</sup> day of June, 1985.

*Thomas Phillip Norsworthy*  
THOMAS PHILLIP NORSWORTHY

*Margaret M. Norsworthy*  
MARGARET M. NORSWORTHY

STATE OF MISSISSIPPI  
COUNTY OF HINDS:.....

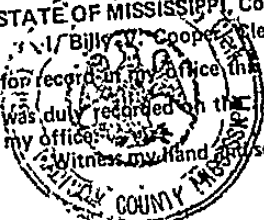
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, Thomas Phillip Norsworthy and Margaret M. Norsworthy, who acknowledged to me that they signed and delivered the within and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 4<sup>th</sup> day of June, 1985.

*John G. White*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
December 27, 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 7 day of June, 1985, at 9:00 o'clock A.M., and was duly recorded on the 10 day of June, 1985, Book No. 205 on Page 731 in my office.  
Witness my hand and seal of office, this the 10 day of June, 1985.  
BILLY V. COOPER, Clerk  
By *D. Wright*, D.C.



## EASEMENT

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 are hereby acknowledged, the undersigned Arthur Williams and Eva Williams, of Route 3, Lake Cavalier Road, Madison County, Mississippi, do hereby grant, convey, sell, assign, transfer, and set over to Edwina Cates Bardin, Et. Al. of 205 Beaver Creek, Ridgeland, Mississippi, all their right, title, and interest in that certain Easement of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 194 at page 386 and identified on Exhibit A attached hereto and more particularly described, to-wit:

A 6.0 ft. wide strip of land across the entire South end of that certain 3.0 acre tract described in Deed Book 150, page 553 of the Records of the Chancery Clerk of Madison County, Mississippi, said 3.0 acre tract is described therein as follows:

Commence at the SE corner of the  $W\frac{1}{2}$  of the  $NW\frac{1}{4}$  of the  $SW\frac{1}{4}$  of Section 9, Twp. 7 N, Rge. 1 E, Madison County, Mississippi, run thence West 629.6 ft; thence N 0 degrees 46 minutes E. 562.3 ft. to the point of beginning; continue thence N 0 degrees 46 minutes E. 154.0 feet; thence East 350.0 feet; thence N 0 degrees 46 minutes E. 120.6 feet; thence East 279.6 feet; thence S 1 degree 52 minutes E. 274.6 feet; thence West 627.85 feet to the point of beginning, containing 3.0 acres more or less.

This easement shall constitute a covenant running with the land, binding upon the grantor, his successors and

assigns and inuring to the benefit of Edwina Cates Bardin,  
Et. Al., their successors and assigns.

WITNESS OUR SIGNATURES this the 6 day of

June, 1985.

ARTHUR WILLIAMS JR  
ARTHUR WILLIAMS

Eva Williams  
EVA WILLIAMS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority  
in and for the aforementioned jurisdiction, the within named  
Arthur Williams and Eva Williams, who acknowledged that they  
signed and delivered the above and foregoing instrument on  
the day and year therein mentioned.

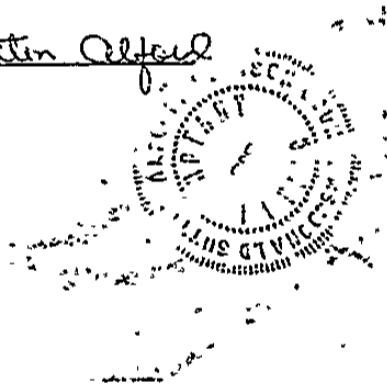
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the

6 day of June, 1985.

Donald Hutton Olford  
NOTARY PUBLIC

My Commission Expires:

8/13/85



A 6.0 ft. wide strip of land across the entire South end of that certain 3.0 acre tract described in Deed Book 150, page 553 of the Records of the Chancery Clerk of Madison County, Mississippi, said 3.0 acre tract is described therein as follows:

Commence at the SE corner of the  $\frac{1}{2}$  of the  $N\frac{1}{2}$  of the  $S\frac{1}{2}$  of Section 9, Twp. 7 N, Rge. 1 E, Madison County, Mississippi, run thence West 629.6 ft; thence N 0 degrees 46 minutes E. 562.3 ft. to the point of beginning; continue thence N 0 degrees 46 minutes E. 154.0 feet; thence East 350.0 feet; thence N 0 degrees 46 minutes E. 120.6 feet; thence East 279.6 feet; thence S 1 degree 52 minutes E. 274.6 feet; thence West 627.85 feet to the point of beginning, containing 3.0 acres more or less.

*William E. Greel*  
BY-William E. Greel LS 1797

February 13, 1984

STATE OF MISSISSIPPI, County of Madison:

I, *Billy V. Cooper*, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this *7* day of *June*, 19*85*, at *9:50* o'clock *A*.M., and was duly recorded on the *7* day of *JUN. 10. 1985*, 19*85*, Book No. *205* on Page *733* in my office.



Witness my hand and seal of office, this the *JUN 10 1985* of 19*85*.

BILLY V. COOPER, Clerk

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

Exhibit "A"

INDEXED

1505

BOOK 205 PAGE 736

EASEMENT

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 are hereby acknowledged, the undersigned Arthur Williams and Eva Williams, of Route 3, Lake Cavalier Road, Madison County, Mississippi, do hereby grant, convey, sell, assign, transfer, and set over to Edwina Cates Bardin, Et. Al. of 205 Beaver Creek, Ridgeland, Mississippi, all their right, title, and interest in that certain Easement of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 194 at Page 389 and Book 201 at Page 291, and identified on Exhibit A attached hereto and more particularly described to-wit:

Commencing at an iron pipe marking the Southeast corner of the West half of the Northwest quarter of the Southwest quarter of Section 9, Twp. 7 N, Range 1 E., thence N 0 degrees 27 minutes E. 568.2 ft. along a fence to the South side of a gravel road for the point of beginning for the 14.0 ft. wide strip of land herein described;

Run thence West 636.0 ft. along the South side of said gravel road to the East side of the paved public road; thence N 0 degrees 46 minutes E. 14.0 ft. to the SW corner of the Curtis and Mary Entrekin property described in Deed Book 150, page 553, of the Records of the Chancery Clerk of Madison County, Mississippi; thence East 627.85 ft. along the South line of said property to a wire fence; thence Southerly 14.0 ft. to the P.O.B. all in the SW $\frac{1}{4}$  Sec. 9, Twp. 7 N, Rge. 1 E., Madison County, Mississippi.

This easement shall constitute a covenant running with the land, binding upon the grantor, his successors and assigns and inuring to the benefit of Edwina Cates Bardin, Et. Al., their successors and assigns.

WITNESS OUR SIGNATURES this the 6 day

of June, 1985.

ARTHUR WILLIAMS  
ARTHUR WILLIAMS

Eva Williams  
EVA WILLIAMS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

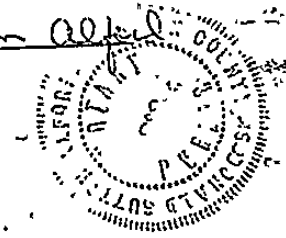
Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction; the within named Arthur Williams and Eva Williams, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 6 day of June, 1985.

Donald Sutton Alford  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

8/13/85





Commencing at an iron pipe marking the Southeast corner of the West half of the Northwest quarter of the Southwest quarter of Section 9, Twp. 7 N, Range 1 E., thence N 0 degrees 27 minutes E. 568.2 ft. along a fence to the South side of a gravel road for the point of beginning for the 14.0 ft. wide strip of land herein described;

Run thence West 636.0 ft. along the South side of said gravel road to the East side of the paved public road;

Thence N 0 degrees 45 minutes E. 14.0 ft. to the SW corner of the Curtis & Mary Entekin property described in Deed Book 150, page 553, of the Records of the Chancery Clerk of Madison County, Miss.

Thence East 627.85 ft. along the South line of said property to a wire fence;

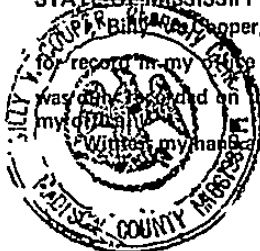
Thence Southerly 14.0 ft. to the P.O.B. all in the S $\frac{1}{4}$  Sec. 9, Twp. 7 N, Rge. 1 E, Madison County, Miss.

*William E. Creel*  
By-William E. Creel LS 1797

February 13, 1984

Exhibit "A"

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 7 day of June, 1985, at 9:00 o'clock P.M., and was duly recorded on the 10 day of June, 1985, Book No. 205 on Page 736 in my official records.

Witness my hand and seal of office, this the 10 day of June, 1985.

BILLY V. COOPER, Clerk

By *D. Wright*, D.C.

INDEXED

BOOK 205 PAGE 739

4552

EASEMENT

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 are hereby acknowledged, the undersigned Willean Williams of Route 3, Lake Cavalier Road, Madison County, Mississippi, does hereby grant, convey, sell, assign, transfer, and set over to Edwina Gates Bardin, Et. Al. of 205 Beaver Creek, Ridgeland, Mississippi, all her right, title, and interest in that certain Easement of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 194 at page 319 and identified on Exhibit A. attached hereto and more particularly described, to-wit:

A 30.0 ft. wide strip of land lying 15.0 ft. each side of the following described centerline.

Commencing at an iron pipe at the SE corner of  $W\frac{1}{2}$  of  $NW\frac{1}{4}$  of  $SW\frac{1}{4}$  of Sec. 9, Twp. 7 N, Rge. 1 E, thence N 0 degrees 27 minutes E 558.2 ft. to an iron pin in a gravel drive which point is the point of beginning for the centerline herein described;

Run thence N 88 degrees 10 minutes E. 78.9 ft. along centerline of drive to an iron pin; thence S 51 degrees 28 minutes E. 318.0 ft. along said centerline of drive to an iron pin; thence S 57 degrees 45 minutes E. 299.2 ft. along said centerline of drive to an iron pin on the East line of a 21.047 acre tract and the end of the centerline herein described; all in the  $SW\frac{1}{4}$  of Sec. 9, Twp. 7 N, Rge. 1 E, Madison County, Mississippi.

This easement shall constitute a covenant running with the land, binding upon the grantor, his successors and

assigns and inuring to the benefit of Edwina Cates Bardin,  
Et. Al., their successors and assigns.

WITNESS MY SIGNATURE this the 6 day of  
June, 1985.

*Willie Williams*  
WILLEAN WILLIAMS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GEVEN UNDER MY HAND AND OFFICIAL SEAL, this the  
6 day of June, 1985.

*Donald Lutton*  
NOTARY PUBLIC

My Commission Expires:

8/13/85



A 30.0 ft. wide strip of land lying 15.0 ft. each side of the following described centerline.

Commencing at an iron pipe at the SE corner of  $\frac{1}{2}$  of  $N\frac{1}{2}$  of  $S\frac{1}{2}$  of Sec. 9, Twp. 7 N, Rge. 1 E, thence N 0 degrees 27 minutes E. 558.2 ft. to an iron pin in a gravel drive which point is the point of beginning for the centerline herein described;

Run thence N 88 degrees 10 minutes E. 78.9 ft. along centerline of drive to an iron pin;

Thence S 51 degrees 28 minutes E. 318.0 ft. along said centerline of drive to an iron pin;

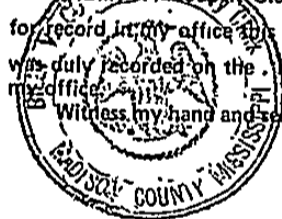
Thence S 57 degrees 45 minutes E. 299.2 ft. along said centerline of drive to an iron pin on the East line of a 21.047 acre tract and the end of the centerline herein described; all in the  $S\frac{1}{2}$  of Sec. 9, Twp. 7 N, Rge. 1 E, Madison County, Mississippi.

*William E. Creel*  
By-William E. Creel LS 1797

February 13, 1984

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 7 day of June, 1985, at 9:20 o'clock A.M., and was duly recorded on the 18 day of JUN 18 1985, 19....., Book No 205 on Page 739 in my office.



Witness my hand and seal of office, this the 18 day of JUN 18 1985, 19.....

BILLY V. COOPER, Clerk

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

Exhibit 'A'

## WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, We, the undersigned Arthur Williams and Eva Williams, of Route 3, Lake Cavalier Road, Madison County, Mississippi 39213, do hereby sell, convey and warrant unto Edwina Cates Bardin of 205 Beaver Creek, Ridgeland, Mississippi 39157, the following described property and land situated in Madison County, to-wit:

42.1 Acres

Beginning at an iron pipe marking the SE Corner of  $W\frac{1}{2}$  of  $NW\frac{1}{4}$  of  $SW\frac{1}{4}$  of Sec. 9, Twp. 7 N, Rge. 1 E; run thence N 0 degrees 27 minutes E. 562.2 ft. to the SE corner of the Curtis Entrekin property (see Deed Book 150, Page 553, Records of Madison County, Mississippi); thence N 1 degree 52 minutes W. 21.0 ft. to an iron pin at the SW corner of a 1.0 acre tract; thence N 89 degrees 30 minutes E. 209.2 ft. to an iron pin at the SE corner of said 1.0 acre tract; thence South 73.0 ft. to an iron pin at SW corner of a 4.0 acre tract; thence N 89 degrees 30 minutes E. 368.0 ft. along the South side of said 4.0 acre tract to an iron pin; thence South 401.8 ft. to an iron pin; thence N 89 degrees 05 minutes E. 1401.4 ft. to an iron pin in a fence; thence S 0 degrees 19 minutes W. 178.2 ft. along said fence to an iron pin; thence S 89 degrees 40 minutes W. 668.0 ft. to an iron pin; thence South 1320.0 ft. to an iron pin; thence S 89 degrees 50 minutes W. 1190.0 ft. to an iron pin; thence N 7 degrees 08 minutes W. 526.0 ft. along a fence to a point in the centerline of a small creek said point being the SW corner of the John B. Dixon, Jr. - Theodore S. Waldrom 10.03 acre tract; thence N 72 degrees 50 minutes E. 146.99 ft. along centerline of said creek; thence N 64 degrees 03 minutes E. 51.24 ft. along centerline of said creek; thence N 69 degrees 39 minutes E. 118.98 ft. along centerline of said creek; thence N 85 degrees 11 minutes E. 248.86 ft. along centerline of said creek; thence S 82 degrees 40 minutes E. 515.47 ft. along centerline of said creek; thence N 26 degrees 02 minutes E. 208.86 ft. along centerline of

said creek; thence North 218.85 ft. to the NE corner of said Dixon-Waldrom tract; thence West 1182.0 ft. to the NW corner of said tract; thence N 3 degrees 04 minutes W. 398.0 ft. along a fence to the P.O.B. containing 42.1 acres in the SW 1/4 of Sec. 9, Twp. 7 N, Rge. 1 E, Madison County, Mississippi.

This conveyance shall include all applicable rights, title and interests in oil, gas and other minerals in, on, and under the above described property.

WITNESS OUR SIGNATURES this the 6 day of June, 1985.

ARTHUR WILLIAMS  
ARTHUR WILLIAMS

Eva Williams  
EVA WILLIAMS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named Arthur Williams and Eva Williams; who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 6 day of June, 1985.

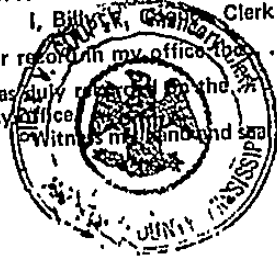
Donald Dutton Alfred  
NOTARY PUBLIC

My Commission Expires:  
8/13/85



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 the 18 day of June, 1985, at 9:00 o'clock A.M. and was duly recorded on the 18 day of June, 1985, Book No. 205 on Page 743.  
Witness my hand and seal of office, this the 18 day of June, 1985.



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

## WARRANTY DEED

FOR AND IN CONSIDERATION of the Sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, the undersigned Wiliean Williams, of Route 3, Lake Cavalier Road, Madison County, Mississippi 39213, do hereby sell, convey and warrant unto Edwina Cates Bardin of 205 Beaver Creek, Ridgeland, Mississippi 39157, the following described property and land situated in Madison County, to-wit:

## 21.047 Acre Tract of Land

Commencing at an iron pin at the SE corner of the E $\frac{1}{2}$  of NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec. 9, Twp. 7 N, Rge. 1 E, thence N 0 degrees 19 minutes E. 178.2 ft. along a fence to an iron pin and the point of beginning for the 21.047 acre tract herein described;

Run thence S 89 degrees 05 minutes W. 1401.4 ft. to an iron pin; thence North 401.8 ft. to an iron pin in a fence; thence N 89 degrees 30 minutes E. 908.0 ft. along said fence to an iron pin; thence North 697.6 ft. along a fence to an East-West fence; thence N 89 degrees 30 minutes E 504.7 ft. along said fence to a fence cor.; thence S 0 degrees 19 minutes W 1110.1 ft. along a fence to the P.O.B. containing 21.047 acres in the SW $\frac{1}{4}$  of Sec. 9, Twp. 7 N, Rge. 1 E, Madison County, Mississippi.

This conveyance shall include all applicable rights, title and interests in oil, gas and other minerals in, on, and under the above described property.

WITNESS MY SIGNATURE this the 6 day of

June, 1985.

*Wiliean Williams*  
WILIEAN WILLIAMS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforementioned jurisdiction, the within named

BOOK 205 PAGE 745

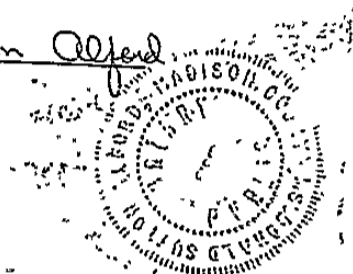
Willean Williams, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 6 day of June, 1985.

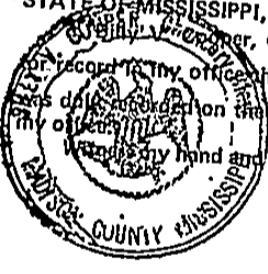
Donald Lutton Alfred  
NOTARY PUBLIC

My Commission Expires:

8/13/85



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 7 day of June, 1985, at 9:00 clock A M., and was duly recorded on the 744 day of JUN 18 1985, 1985, Book No. 205 on Page 744 in my office. Witness my hand and seal of office, this the JUN 18 1985 of 1985, 1985.  
BILLY V. COOPER, Clerk  
By D. W. Cooper, D.C.





C

-WARRANTY DEED-

BOOK 205 PAGE 746

INDEXED

1509

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned BRYAN HOMES, INC. of 1553 East County Line Rd., Jackson, MS 39211, does hereby sell, convey and warrant unto RICHARD M. CREEL and wife, JUDY C. CREEL of 223 Timbermill Drive, Madison, MS 39110, as joint tenants with full rights of survivorship and not as tenants in common, the land and property which is situated in the County of Madison, State of Mississippi, described to-wit:

Lot 142, STONEGATE V (REVISED), a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book B at page 64 reference to which map or plat is here made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURES of the Grantors, this the 31st day of May, 1985

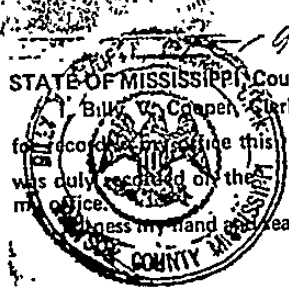
BRYAN HOMES, INC.  
 BY: Steve Bryan  
 STEVE BRYAN, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

GIVEN UNDER MY HAND and official seal of office on this the 31st day of May 1985.  
 My Commission Expires: \_\_\_\_\_  
John L. Woodruff  
 Notary Public



STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 7th day of June, 1985, at 9:00 o'clock A.M., and was duly recorded on the 7th day of June, 1985, Book No. 205 on Page 746 in JUN 18 1985  
 Witness my hand and seal of office, this the ..... of ..... 19.....  
 BILLY V. COOPER, Clerk  
 By: [Signature]....., D.C.

TRUSTEE'S DEED4517  
INDEXEDSTATE OF MISSISSIPPI  
COUNTY OF MADISON

WHEREAS, on the 2nd day of March 1984, a certain deed of trust was executed by Thomas H. Eaves and Gerald R. Barber, Grantors, conveying the hereinafter land in favor of Christopher A. Tabb, trustee for the benefit of Drue B. Moore and Vivian B. Moore and recorded in Deed of Trust Book 529, at page 204, in the office of the Chancery Clerk of Madison County, Mississippi, securing an indebtedness therein named; and,

WHEREAS, and a legal and proper notice of sale was published in the Madison County Herald, in its issues of 16 May 1985, 23 May 1985, 30 May 1985 and 6 June 1985, pursuant to said Notice the proof of publication is attached hereto and incorporated by reference, the undersigned did offer for sale and sell as provided by law and the Notice of Sale, the said land and property to Drue B. Moore and Vivian B. Moore, whose address is 2108 Sunset Drive, Hattiesburg, Mississippi, for and in consideration of the sum of Four Thousand Dollars (4,000.00), it being the highest and best bid at said sale, which said sale was held strictly in accordance with all legal requirements the terms of the aforesaid Deed of Trust and with the Trustee's Notice of Sale, hereinabove referred to.

NOW, THEREFORE, I, Christopher A. Tabb, as Trustee, under said Deed of Trust, in consideration of the premises and the sum of Four Thousand Dollars (\$4,000.00) cash in hand paid, and in accordance with all of the foregoing proceedings had and conducted, do hereby sell and convey the undersigned's right, title and interest in and to the property hereinafter described unto Drue B. Moore and Vivian B. Moore, whose address is 2108 Sunset Drive, Hattiesburg, Mississippi, the land and property situated and being in the County of Madison, State of Mississippi, to-wit:

Beginning at a point on the south side of East Academy Street in the City of Canton, Madison County, Mississippi, at the northwest corner of the Kimbrough Addition to the City of Canton, and run thence west along the south side of said East Academy Street for 185 feet to the Northeast corner of the W.S. Cain property; thence South along the East line of the said W.S. Cain property 665 feet; thence East and parallel to said East Academy Street 185 feet to the West line of the said Kimbrough Addition; thence North along the West line of the said Kimbrough Addition 665 feet to the point of beginning.

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

Witness my signature, this the 7th day of June 1985.

*Christopher A. Tabb*  
CHRISTOPHER A. TABB TRUSTEE

STATE OF MISSISSIPPI  
COUNTY OF MADISON

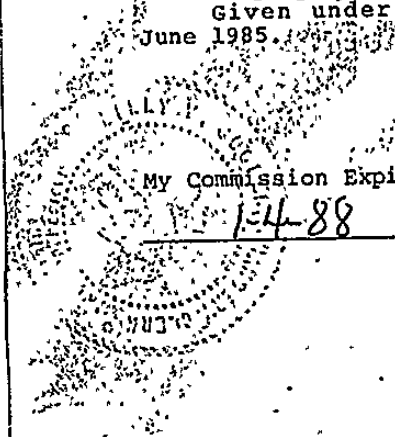
Personally appeared before me, the undersigned authority in and for the County and State aforesaid, Christopher A. Tabb, Trustee, who acknowledged that he signed, executed and delivered the above and foregoing instrument, on the day and year mentioned for the purposes therein mentioned.

Given under my hand and seal of office this the 7th day of June 1985.

*Billy V. Coover* Chancery Clerk  
NOTARY PUBLIC  
By: *K Gregory D.C.*

My Commission Expires:

1-4-88



STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY CAME before me, the undersigned, a notary public in and for MADISON County, Mississippi, the PRINTER of MADISON COUNTY HERALD, a newspaper published in the City of Canton, Madison County, in said state, who, being duly sworn, deposes and says that MADISON COUNTY HERALD is a newspaper as defined and prescribed in Senate Bill No. 203 enacted at the regular session of the Mississippi Legislature of 1948, amending Section 1858, of the Mississippi Code of 1942, and that the publication of notice of which the annexed is a copy, in the matter of

TRUSTEE'S NOTICE OF SALE  
WHEREAS Thomas H. Eaves and Gerald R. Barber executed a Deed of Trust to Christopher A. Tabb, Trustee for Drue B. Moore and Vivian B. Moore, under date of 2 March 1984, recorded in Book 529, at page 704, of the records in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, and  
WHEREAS, default having been made in the performance of the conditions and stipulations as set forth by said Deed of Trust, and having been requested to do so by Drue B. Moore and Vivian B. Moore, the legal holders of the indebtedness secured and described by said Deed of Trust, notice is hereby given that I, Christopher A. Tabb, trustee, by virtue of the authority conferred upon me in said Deed of Trust, will offer for sale and will sell at public sale and outcry to the highest and best bidder for cash, between the hours of 11:00 A.M. and 4:00 P.M., at the north front door of the County Courthouse at Canton, Madison County, Mississippi, on the 7th day of June, 1985, the following described land and property, being the same land and property described in the said Deed of Trust, situated in the City of Canton, County of Madison, State of Mississippi, to-wit:

Trustee's Notice of Sale  
Eaves & Barber

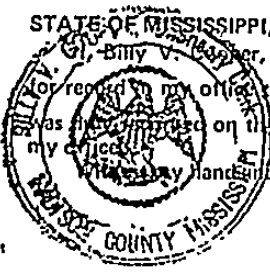
has been in said paper 4 times consecutively, to-wit:  
On the 16 day of May, 1985  
On the 23 day of May, 1985  
On the 30 day of May, 1985  
On the 6 day of June, 1985  
On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

SWORN TO and subscribed before me, this

6 day of June, 1985  
Elizabeth A. Mendenhall  
Notary

James G. Johnson  
Canton, Miss., June 6, 1985

Beginning at a point on the south side of East Academy Street in the City of Canton, Madison County, Mississippi, at the northwest corner of the Kimbrough Addition to the City of Canton, and run thence west along the south side of said East Academy Street for 185 feet to the northeast corner of the W.S. Can property, thence South along the East line of the said W.S. Can property 445 feet, thence East and parallel to said East Academy Street 185 feet to the West line of the said Kimbrough Addition, thence North along the West line of the said Kimbrough Addition 445 feet to the point of beginning.  
This conveyance shall be made by me as trustee only and without warranty of any kind whatsoever.  
Christopher A. Tabb  
CHRISTOPHER A. TABB,  
TRUSTEE  
May 16 12 30 June 6 1985  
PRINT OF PUBLICATION



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 7 day of June, 1985, at 11:10 o'clock A. M., and was duly indexed on the \_\_\_\_\_ day of \_\_\_\_\_, JUN 18 1985, 19\_\_\_\_, Book No. 205 on Page 749. in my office and I have placed my seal of office, this the \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_.  
BILLY V. COOPER, Clerk  
By D. W. [Signature], D.C.

CONVEYANCE OF RIGHT OF WAY

BOOK 205 PAGE 750

3518

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 all of which are hereby acknowledged, we, Jennie H. Black Grogan and husband, Fred H. Grogan, P.O. Box 806, Flora, Mississippi 38671, do hereby sell and convey unto Maurice R. Black, P.O. Box 212, Carrollton, Mississippi 38917, the following described right of way, lying and being situated in Madison County, Mississippi, to-wit:

A non-exclusive right of way for road construction and maintenance over a strip of land 40 feet wide (east to west), beginning at a point 40 feet East of the Northeast corner of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter, Section 30, Township 8 North, Range 1 West, thence South for a distance of 1650 feet to a point, and also the non-exclusive right to use that certain right of way theretofore granted to Thelma Black McLendon and her husband, Jerry W. McLendon.

It is intended, hereby to grant and convey unto said Maurice R. Black all right of way and easement for road construction and maintenance heretofore granted by him to Jennie H. Black Grogan and her husband, Fred H. Grogan, on land described as the Northeast Quarter of Section 30, Township 8 North, Range 1 West, in Madison County, Mississippi, particularly the right conveyed by deed of Maurice R. Black and his wife, Thelma E. Black, to Jennie H. Black Grogan et vir by deed dated December 21, 1979, and of record in Land Deed Book 172, page 501, of the land deed records in the office of the Chancery Clerk at Canton, Mississippi.

Executed, signed, and delivered this the 7th day of

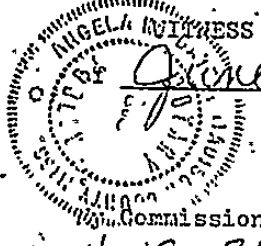
January, 1985.

Jennie H. Black Grogan  
Jennie H. Black Grogan  
Fred H. Grogan  
Fred H. Grogan

STATE OF MISSISSIPPI,  
MADISON COUNTY

Personally appeared before me, the undersigned authority in and for said state and county, the within named Jennie M. Black Grogan and husband, Fred H. Grogan, who acknowledged that they executed, signed, and delivered the foregoing instrument as their own act and deed, of their own free will and accord, for the purposes therein stated and on the day and year therein mentioned.

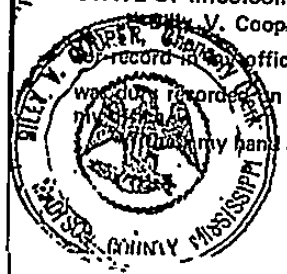
WITNESS MY HAND AND SEAL OF OFFICE this the 7<sup>th</sup> day of June, 1985.



Angela K. Bates  
Notary Public

Commission expires:  
4-19-86

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 7 day of June, 1985, at 11:30 o'clock a M., and was duly recorded on the JUN 18 1985 day of JUN 18 1985, 1985, Book No. 205 on Page 751.  
WITNESS my hand and seal of office, this the JUN 18 1985 day of JUN 18 1985, 1985.

BILLY V. COOPER, Clerk

By B. Wright, D.C.

CONVEYANCE OF RIGHT OF WAY EASEMENT

BOOK 205 PAGE 752  
4519

For and in consideration of the sum of ten dollars (\$10.00), cash in hand paid, and the conveyance by the grantees herein simultaneously herewith of a grant and conveyance of certain right of way for road construction and maintenance, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, I, Maurice R. Black, P.O. Box 212, Carrollton, Mississippi, 38917, do hereby grant and convey unto Jennie H. Black Grogan and husband, Fred N. Grogan, P.O. Box 806, Flora, Mississippi 38071, <sup>as joint tenants and not as tenants in common</sup> a non-exclusive right of way and easement for road construction, maintenance and use in, on, over and across the following described land lying and being situated in Madison County, Mississippi, to-wit:

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with full right of survivorship

A strip of land thirty (30) feet wide, being fifteen (15) feet on each side of the center line described as follows: Begin at the Northeast Corner of Section 30, Township 8 North, Range 1 West, thence East for the distance of fifteen feet to a point on the North boundary line of Section 29, Township 8 North, Range 1 West, thence following the center line of the existing road in a Westerly and Southwesterly direction to a point on the East boundary line of the South Half of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter, Section 30, Township 8 North, Range 1 West.

Executed, signed, and delivered this the 28 day of May, 1985.

Maurice R. Black  
Maurice R. Black

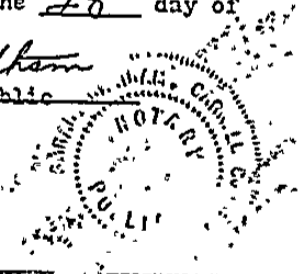
STATE OF MISSISSIPPI  
CARROLL COUNTY.

Personally appeared before me, the undersigned authority in and for said state and county, the within named Maurice R. Black, who acknowledged that he executed, signed, and delivered the foregoing instrument as his own act and deed, of his own free will and accord, for the purposes therein stated and on the day and year therein mentioned.

WITNESS MY HAND AND SEAL OF OFFICE this the 28 day of May, 1985.

My Commission expires:

Sarah Grantham  
Notary Public



My Commission expires 2-25-87

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 7 day of June, 1985, at 11:30 o'clock A.M., and was duly recorded by this office on this 18 day of JUN, 1985, Book No. 205 on Page 752 in

Witness my hand and seal of office, this the JUN 18 1985 of 1985, 1985.

BILLY V. COOPER, Clerk

By H. Wright, D.C.



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 SHIRLEY L. SCHABILION do hereby sell, convey, release and quitclaim unto ROBERT J. SCHABILION all my right, title and interest in and to the following described property, lying and being situated in Madison County, Mississippi, to-wit:

The SW $\frac{1}{4}$  less 40 acres off the North end thereof, Section 20, T-8-N, R-1-W, subject to a right-of-way deed to Madison County, and subject to right-of-way for public road on the East side thereof as now exists; and a tract of land in the East Half of the NW $\frac{1}{4}$ , Section 29, T-8-N, R-1-W, being more particularly described as follows:

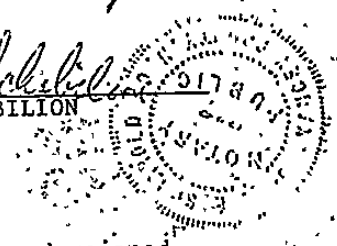
Beginning at the intersection of the old Brownsville and Canton Road bed with the road running North and South along the East line of the said NW $\frac{1}{4}$ , and run thence North along said road 25.00 chains to a stake, thence West 16 chains to a stake, thence South 27.15 chains to the said Old Brownsville and Canton Road bed, thence Easterly along said old road bed to the point of beginning, containing 41.7 acres, more or less,

LESS AND EXCEPT: A right-of-way for road purposes 30 feet in width along the West side of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  and S $\frac{1}{2}$  of NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 20, T-8-N, R-1-W.

WITNESS MY SIGNATURE this 2nd day of June,

1985.

*Shirley L. Schabilion*  
SHIRLEY L. SCHABILION

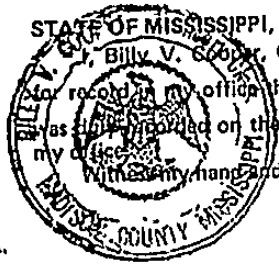


STATE OF North Carolina  
COUNTY OF Yancey

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid SHIRLEY L. SCHABILION who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

My commission expires: June 2, 1985  
 Notary Public June E. Schward Commission Expires 3/30/88

GRANTEE - ROBERT J. SCHABILION - P.O. BOX 98, FLORA, MS 39071  
 GRANTOR - SHIRLEY L. SCHABILION - P.O. BOX 98, LITTLE SWITZERLAND, N.C. 28749



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 June, 1985, at 1:50 o'clock p. M., and was filed and recorded on the 7 day of JUN 18 1985, 1985, Book No 205 on Page 753 in my office and seal of office, this the JUN 18 1985, 1985.

By n. Wright, D.C.



QUITCLAIM DEED

BOOK 205 PAGE 754

9521  
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 SHIRLEY L. SCHABILION do hereby, sell, convey, release and quitclaim unto ROBERT J. SCHABILION 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:

The unexpired leasehold term of that certain 99 year lease dated April 16, 1949, expiring April 16, 2048, recorded in Book 182 at Page 41 in the records of the Office of the Chancery Clerk of Madison County, Mississippi.

Lots 16 and 17 and a parcel described as beginning at the SW corner of Lot 16, of Block 23, and run thence South 23.5 feet, thence East 50 feet, thence North 23.5 feet, thence West to point of beginning, all in Block 23, of Jones Addition to the Town of Flora, lying and being situated in Section 16, T-8-N, R-1-W, Madison County, Mississippi, and also a right of way and easement for the purpose of ingress and egress to and from Carter Street to the rear of said Lots 16 and 17 reserved in Warranty Deed recorded in Book 111 at Page 91 in the records of the Office of the Chancery Clerk of Madison County, Mississippi.

WITNESS MY SIGNATURE this 2nd day of June 1985.

*Shirley L. Schabilion*  
SHIRLEY L. SCHABILION

STATE OF North Carolina  
COUNTY OF Yancey

PERSONALLY appeared before me the undersigned authority in and for the State and County aforesaid SHIRLEY L. SCHABILION who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND SEAL this 2nd day of June, 1985.

*June E. Schawal*  
NOTARY PUBLIC  
GRANTOR  
SHIRLEY L. SCHABILION  
P.O. Box 98  
Little Switzerland, N.C. 28749  
My Commission Expires 3/30/88

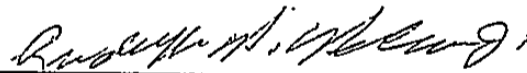
GRANTEE  
ROBERT J. SCHABILION  
P.O. Box 98  
Flora, MS 39071



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 7 day of June, 1985, at 1:50 o'clock P.M., and was duly recorded on the 18 day of June, 1985, Book No. 205 on Page 754. in  
Witness my hand and seal of office, this the 18 day of June, 1985.  
BILLY V. COOPER, Clerk  
By *[Signature]* D.C.

KNOW ALL MEN BY THESE PRESENTS: That I, RUDOLPH H. HOLMES, JR., (a/k/a R. H. Holmes, Jr.), have nominated, constituted and appointed and do by these presents nominate, constitute and appoint my wife, HALLIE C. HOLMES, my true and lawful attorney-in-fact for me and in my name to do and perform any and all acts with reference to my property and/or property rights, real and personal and wheresoever situated, which I could do in my own proper person. The power here vested in my said attorney-in-fact includes, but is not limited to, that of executing deeds, mortgages, and contracts of every nature and kind whatsoever; purchasing, selling, and dealing in and with corporate stocks and other securities; issuing and endorsing checks, drafts, notes or other negotiable instruments of every nature and kind whatsoever, receiving, collecting and receipting for monies and other things of value, and giving acquittances therefor; instituting and/or defending court proceedings; filing tax returns or other forms with taxing authorities; and generally to do and perform any and all acts of every nature and kind whatsoever with reference to my property and/or property rights or any part thereof which I could do in my own proper person, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or her substitutes shall lawfully do or cause to be done by virtue thereof. This power of attorney shall not be affected by the subsequent disability or incompetence of the principal.

WITNESS my signature, this the 7th day of June, 1985.

  
Rudolph H. Holmes, Jr.  
(a/k/a R. H. Holmes, Jr.)

STATE OF MISSISSIPPI  
COUNTY OF Madison

BOOK 205 PAGE 756

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named RUDOLPH H. HOLMES, JR., (a/k/a R. H. Holmes, Jr.) 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 7<sup>th</sup> day of June, 1985.

Elic R. Fambor  
Notary Public

(SEAL)  
My commission expires:  
November 14, 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 record in my office this 7 day of June, 1985, at 3:30 o'clock P. M., and was duly recorded on the JUN 18 1985 day of JUN 18 1985, 1985, Book No 205 on Page 755 in my office.

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

SPECIAL WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars <sup>4527</sup> (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, LINDA M. CONAWAY (711 Lake Harbor, Apartment 1247, Ridgeland, Mississippi 39157) do hereby bargain, sell, convey and specially warrant unto FRANK L. CONAWAY (21 Twelve Oaks Drive, Madison, Mississippi 39110) all of my right, title and interest in and to the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Being situated in the Northwest 1/4 of Section 1, Township 7 North, Range 1 East, Madison County, Mississippi and being more particularly described by metes and bounds as follows:

Commence at an Iron Pin which marks the Northeast corner of the Northwest 1/4 of the said Northwest 1/4 of Section 1 and run thence South 4 degrees 06 minutes 06 seconds West, 2646.65 feet to a concrete right of way marker which is located 50 feet North of Mississippi Highway No. 463; run thence North 4 degrees 06 minutes 06 seconds East, 2646.65 feet to the said Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 1; run thence East, 953.50 feet to a point; run thence South, 873.50 feet to a point near the centerline of a public paved road, said point being the POINT OF BEGINNING for the parcel herein described; thence North 50 degrees 02 minutes 33 seconds West, 604.34 feet to a point in a lake; thence South 32 degrees 36 minutes 59 seconds West, 270.25 feet to a point in the said lake; thence South 53 degrees 25 minutes 17 seconds East, 618.26 feet to a point near the centerline of a public paved road; thence North 28 degrees 23 minutes 41 seconds East, 236.39 feet to the POINT OF BEGINNING, containing 3.52 acres, more or less.

SUBJECT TO: A thirty (30) foot wide road easement to Madison County along the Easterly side of the above described property.

The condition of the Special Warranty herein is that Grantor has not conveyed, mortgaged, encumbered or caused or permitted any type of lien to be imposed on or against the subject

property since the date that Grantor acquired her undivided interest therein.

WITNESS MY SIGNATURE, this the 3rd day of June, 1985.

*Linda M. Conaway*  
LINDA M. CONAWAY

STATE OF MISSISSIPPI  
COUNTY OF HINDS

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority, in and for the jurisdiction aforesaid, LINDA M. CONAWAY, who acknowledged unto me that she executed and delivered the above and foregoing instrument of writing as her own free act and deed, on the day and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3rd day of June, 1985.

*Leland S. Smith*  
NOTARY PUBLIC

My Commission Expires:

~~My Commission Expires June 7, 1987~~

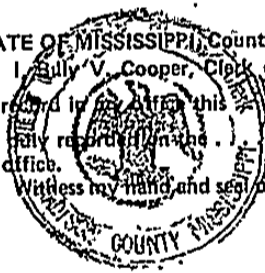
STATE OF MISSISSIPPI, County of Madison:

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 June day of 1985, at 4:15 o'clock P. M., and was fully recorded in the JUN 18 1985 day of 1985, Book No. 205 on Page 257 in my office.

Witness my hand and seal of office, this the JUN 18 1985 of 1985.

BILLY V. COOPER, Clerk

By B. Wright, D.C.



C

Book 205 Page 759

# 4528

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

INDEXED

No 7353

Redeemed Under H.B. 887  
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

Charlie Smith

the sum of Twenty Three Dollars & 33/100 DOLLARS (\$ 23.33)  
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 front 105 ft on S/5 Pub Rd. in NE 1/4 NE 1/4 Out Share 4 Pt</u>				
<u>Ally Smith Est Vol BK 175-359</u>	<u>11</u>	<u>8</u>	<u>25</u>	

Which said land assessed to Larry W Cox & Dorothy J and sold on the 19 day of Sept 1983, to Bradley Williams for taxes thereon for the year 1982, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 7 day of June 1985 Billy V. Cooper, Chancery Clerk

(SEAL)

By A. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 4.17
- (2) Interest \$ 1.33
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 1.08
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll, \$1.00 plus 25cents for each separate described subdivision \$ 1.25
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.58
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision, Total 25cents each subdivision \$ 1.25
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 1.00
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 11.58
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ .21
- (10) 1% Damages per month or fraction on 1982 taxes and costs (Item 8 --Taxes and costs only 21 Months) \$ 2.43
- (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 \$ 2.00
- (16) Fee Notice to Lienors @ \$2.50 each \$ 2.50
- (17) Fee for mailing Notice to Owner \$1.00 \$ 1.00
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ —
- TOTAL \$ 21.12
- (19) 1% on Total for Clerk to Redeem \$ .21
- (20) GRAND TOTAL TO REDEEM from sale covering 1982 taxes and to pay accrued taxes as shown above \$ 21.83

Excess bid at tax sale \$ —

Bradley Williams 14.22  
Clerk fee 7.11  
Rec fee 2.00  
23.33

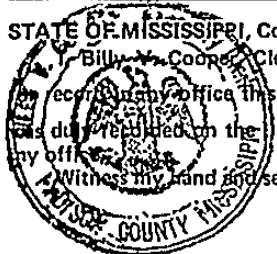
STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office this 7 day of June, 1985, at 4:55 o'clock P. M., and was duly recorded on the — day of JUN 18 1985, 19—, Book No. 205 on Page 759 in my office.

Witness my hand and seal of office, this the — of JUN 18 1985, 19—

BILLY V. COOPER, Clerk

By A. Wright D.C.



INDEXED 1522

RIGHT OF WAY AND EASEMENT

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, I, <sup>CG, JS, RS</sup> SIMONE JOHNSON, do hereby sell, convey and warrant unto ROBERT WAYNE SEALS and wife, JANICE J. SEALS, their heirs, devisees, successors and assigns, a right of way and easement for road purposes on, over and across the following described

real property situated in Madison County, Mississippi, to-wit:

A strip of land 40 feet in width for a roadway, lying and being <sup>CG, JS, RS</sup> situated in the SW 1/4, Section 9, Township 9 North, Range 4 ~~West~~ <sup>CG, JS, RS</sup> East and more particularly described as follows, to-wit:

Begin at the northwest corner of W 1/2 of SW 1/4 of SW 1/4, Section 9, Township 9 North, Range 4 East, Madison County, Mississippi and run south 495 feet to southwest corner of Robert Wayne Seals and Janice J. Seals home lot and point of beginning of the roadway easement for access out to Ratliff Ferry Road, thence run Northerly 40 feet along East Boundary of said road, thence run East 270 feet along North boundary of said 40 foot access road to west boundary of Robert Wayne Seals and Janice J. Seals home lot, thence run south 40 feet along west boundary of said Seals lot to point of beginning. It is understood this is to be an an access road from Southwest corner of said Robert Wayne Seals and Janice J. Seals 40 feet wide out to the Ratliff Ferry Road across the Johnson Property.

WITNESS MY SIGNATURE, this 9 day of June, 1985.

*Simone B. Johnson*  
SIMONE JOHNSON  
<sup>CG, JS, RS</sup>

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named <sup>CG, JS, RS</sup> SIMONE JOHNSON, who acknowledged to me that he did execute and deliver the foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND and official seal, this 9 day of June, 1985.

*Walter Lickert*  
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES: 05-24-87

STATE OF MISSISSIPPI, County of Madison:

*Billy V. Cooper*, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office on the 10 day of June, 1985, at 8:00 o'clock a M., and the duty assigned on the 10 day of JUN 18 1985, 1985, Book No. 205 on Page 760 in JUN 18 1985.  
Witness my hand and seal of office, this the ..... of ..... 19.....



BILLY V. COOPER, Clerk

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

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4541

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

Lot Twenty-Four (24), BOARDWALK SUBDIVISION, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slide 71 thereof, reference to which is here made in aid of and as a part of this description.

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.

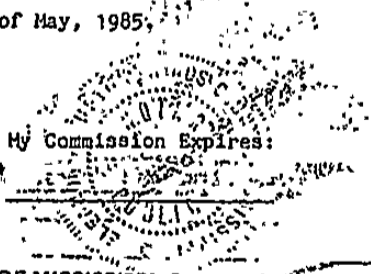
WITNESS THE SIGNATURE of the Grantor, this the 31st day of May, 1985.

*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 31st day of May, 1985,



*E. J. Lupton*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19th day of June, 1985 at 7:55 o'clock A.M., and was duly recorded on the 18th day of June, 1985, Book No. 205 on Page 761 in witness my hand and seal of office, this the 18th day of June, 1985.

BILLY V. COOPER, Clerk

By *D. Wright*, D.C.