

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid me and the assumption by the Grantee of the payment of the unpaid balance, both principal and interest, of that certain indebtedness to T. Harris Collier, III, as Trustee, to secure First National Bank of Jackson in the original principal sum of \$408,000.000, which is described in and secured by a deed of trust dated July 25, 1984, and recorded in Book 540 at Page 102 in the office of the Chancery Clerk of Madison County, Mississippi, upon and covering the hereinafter described real property, such payment to be made in accordance with the terms, conditions and obligations of such deed of trust, the receipt and sufficiency of which is hereby acknowledged, WE, GRADY MORGAN, JR. and GRADY MORGAN, III, Grantors, do hereby convey and forever warrant unto G. R. MONTGOMERY, Grantee, our undivided one-half (1/2) interest in and to the following described real property lying and being situated in the City of Ridgeland, Madison County, Mississippi, to-wit:

City of Ridgeland, County of Madison, State of Mississippi:

1.18 acres, more or less, lying and being situated in Lot 4, Block 24, Highland Colony Subdivision, also being in Section 30, T7N-R2E, Madison County, Mississippi, and being more particularly described as follows:

From the SW corner of Lot 4, Block 24, Highland Colony Subdivision, Madison County, Mississippi, being in the centerline of East Ford Avenue, City of Ridgeland, Mississippi, run thence North 00 degrees 20 minutes East for a distance of 20.0 feet to a 3/4 inch iron pipe with cap, also being a point on the North Right-of-way of said East Ford Avenue, also being a fence corner and the point of beginning of the description of the property described herein; thence continue North 00 degrees 20 minutes East along the West line of said Lot 4 and along an existing fence for a distance of 346.1 feet to an iron pin and fence corner; thence run South 87 degrees 45 minutes East along an existing fence a distance of 150.1 feet to a point; thence run South

00 degrees 20 minutes West for a distance of 341.1 feet to an iron pin on the North Right-of-Way of said East Ford Avenue; thence run North 89 degrees 45 minutes West along said Right-of-way for a distance of 150.0 feet to the point beginning. The above property is also described as Lots 1 through 6 of Ridgeland Mid Town Subdivision as recorded in plat cabinet B, slide 57, in the office of the Chancery Clerk of Madison County, Mississippi.

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

1. City of Ridgeland and County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: 0; Grantees: 100%

2. City of Ridgeland Zoning Ordinance.

3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.

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

5. All of that real property conveyed herein which lies North of the North line of the South One-half (S1/2) of Lot 4, Block 24, Highland Colony Subdivision, being 0.12 acres, more or less; however, the Grantors herein do hereby certify that the parcel or tract of land hereby excepted from the warranty herein has been continuously, adversely and notoriously possessed and controlled by the Grantors and the Grantors' Grantors and their Grantors for a period of at least Twenty-five (25) years prior to the date of this conveyance.

WITNESS OUR SIGNATURES on this the 17 day of July, 1985.

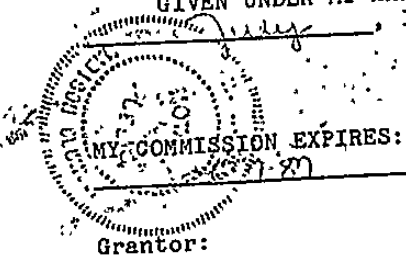
Grady Morgan Jr
GRADY MORGAN, JR.

Grady Morgan III
GRADY MORGAN, III

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 17th day of July, 1985.



M.A. Welch
NOTARY PUBLIC

Grantee:
P. O. Box 284
Canton, MS 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 recording in my office this 18 day of July, 1985, at 2:35 o'clock P. M., and was duly recorded on the 18 day of July, 1985, in Book No 207 on Page 01 in my office on JUL 22 1985.

Witness my hand and seal of office, this the 18 day of July, 1985.
BILLY V. COOPER, Clerk
By M. Wright, D.C.

FOR AND IN CONSIDERATION of the sum of
 TEN DOLLARS (\$10.00) and other good and valuable consideration,
 the receipt of which is hereby acknowledged we, the undersigned, JOSEPH
 T. HARTMAN, TERRELL R. JOHNSON, WILLIAM G. ANDERSON, GEORGE J. EGNER
 and FRANCIS X. HOWARD, Trustees under Declaration of Trust dated July
 1, 1982, do hereby convey and warrant unto
 H. RAY HEIDEL and JERI W. HEIDEL, his wife,
 the following described property located and situated in the County of
 Madison, State of Mississippi, more particularly described as follows,
 to-wit:

Lot 91, SANDALWOOD SUBDIVISION, Part 3, a Subdivision according to a
 map or plat thereof which is on file and of record in the office of the
 Chancery Clerk of Madison County at Canton, Mississippi, recorded in
 Plat Book 6 at page 3 thereof, reference to which map or plat is hereby
 made in aid of and as a part of this description.

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

AND by Authority set forth under Declaration of Trust dated July 1, 1982,
 any two Trustees thereunder may act for all the Trustees.

WITNESS the following signatures and seals:

Terrell R. Johnson (SEAL)
 and
Joseph T. Hartman (SEAL)
 Trustees under Declaration of
 Trust dated July 1, 1982

STATE OF PENNSYLVANIA
 COUNTY OF Philadelphia, to-wit:

Personally appeared before me, the undersigned authority, in and for
 the above named County and State, the within named TERRELL R. JOHNSON and
JOSEPH T. HARTMAN, Trustees under Declaration of Trust dated July
 1, 1982, who acknowledged that they signed and delivered the above and
 foregoing instrument on the day and date therein mentioned.

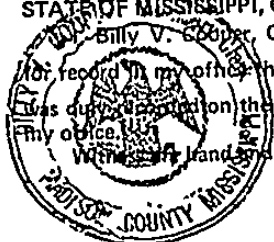
GIVEN under my hand and seal of office on this 14 day of
June, A.D. 1985

My Commission Expires:

JANICE A. HAINES
 Notary Public, Phila., Phila. Co.
 My Commission Expires Nov. 15, 1986

Janice A. Haines
 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 18 day of July, 1985, at 2:35 o'clock P. M., and
 was duly recorded on the 18 day of JUL 22 1985, 19..... Book No 207 on Page 03 in
 my office. Witness my hand and seal of office, this the 22 day of JUL 22 1985, 19.....

BILLY V. COOPER, Clerk

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

INDEXED

5773

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, H. RAY HEIDEL AND JERI W. HEIDEL, Grantors, do hereby remise, release, convey and forever quitclaim unto H. RAY HEIDEL AND JERI W. HEIDEL, as joint tenants with full rights of survivorship, and not as tenants in common, Grantees, all of their estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to wit:

Lot 91, Sandalwood Subdivision, Part 3, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 6, page 3, reference to which is hereby made in aid of and as a part of this description.

WITNESS OUR SIGNATURES on this the 18th day of July, 1985.

H. Ray Heidel
H. RAY HEIDEL

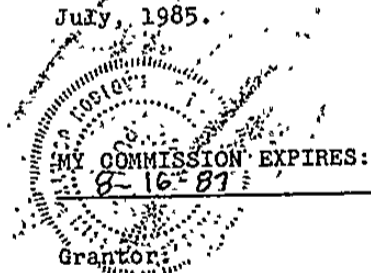
Jeri W. Heidel
JERI W. HEIDEL

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above stated, the within named H. RAY HEIDEL AND JERI W. HEIDEL, who stated and acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated.

GIVEN UNDER MY HAND and official seal this the 18th day of July, 1985.

W. S. McVary
NOTARY PUBLIC



Grantor:
91 Cotton Wood Lane
Madison, Mississippi 39110

Grantee:
91 Cotton Wood Lane
Madison, Mississippi 39110

LSV/sh

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 recording in my office this 18 day of July, 1985, at 2:36 o'clock P.M., and was duly recorded on the 22 day of July, 1985, Book No. 207 on Page 04 in my office.
Witness my hand and seal of office, this the 22 of July, 1985.
BILLY V. COOPER, Clerk
By W. W. Wadit, D.C.



BOOK 207 PAGE 05

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

INDEXED No 7437

Redeemed Under H.B. 867
Approved April 2, 1932

5775

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

Huarnieri, Jose & Cousins L.P.C.
the sum of Four hundred forty two dollars and 17/100 DOLLARS (\$ 442.17)
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>NE 1/4 & E 1/2 NW 1/4 & W 1/2 NW 1/4 E</u>				
<u>of CRT & Hse</u>				
<u>BK 175-135 BK 176-88</u>	<u>5</u>	<u>2</u>	<u>1E</u>	

Which said land assessed to Huarnieri, Joseph M D et al and sold on the 17 day of Sept 1984 to Mitch Kalan for taxes thereon for the year 1983 do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 18 day of July 1985 Billy V. Cooper, Chancery Clerk.

(SEAL) By A. Wright D.C.

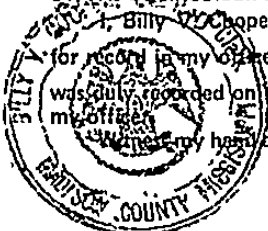
STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 333.86
- (2) Interest \$ 26.71
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 6.68
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll.
\$1.00 plus 25cents for each separate described subdivision \$ 1.75
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 7.50
- (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 \$ 375.25
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 16.69
- (10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 --Taxes and costs only) 11 Months \$ 41.28
- (11) Fee for recording redemption 25cents each subdivision \$ 1.00
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 6.00
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No 457.) \$
- (15) Fee for issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 435.82
- (19) 1% on Total for Clerk to Redeem \$ 4.35
- (20) GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to pay accrued taxes as shown above \$ 440.17

Excess bid at tax sale \$ 442.17
Mitch Kalan 433.22
Clev fee 6.95
Rec fee 2.00
442.17

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 18 day of July, 1985, at 11:15 o'clock A. M., and was duly recorded on the 22 day of JUL, 1985; Book No 207 on Page 05 in my office.



WITNESSED my hand and seal of office, this the 18 day of JUL, 1985.
BILLY V. COOPER, Clerk
By A. Wright D.C.

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

Redeemed Under H.B. 947 Approved April 8, 1933

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

Guarantee Area & Comm LTD the sum of Eight hundred one dollar & 79/100 DOLLARS (\$801.79) being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with columns: DESCRIPTION OF LAND, SEC., TWP, RANGE, ACRES. Row 1: E 1/2 & E 1/2 NW 1/4 & W 1/2 NW 1/4 Sec 30, Twp 9, Range 19. Row 2: 17A in Nucleon & E 1/2 SW 1/4 & 28A E 1/2 SW 1/4 SW 1/4 & Hse. 1/4 BK 175-155. Row 3: BK 176-88.

Which said land assessed to Joseph Guarini, MD et al. and sold on the 17 day of Sept 1984 to Bradley Williamson for taxes thereon for the year 1983, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 18 day of July 1985 Billy V. Cooper, Chancery Clerk.

(SEAL) By N. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 61356
(2) Interest \$ 4908
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 1227
(4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll. \$1.00 plus 25cents for each separate described subdivision \$ 200
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 450
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 100
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 100
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 633.01
(9) 5% Damages on TAXES ONLY. (See Item 1) \$ 3068
(10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 -- Taxes and costs only) 11 Months \$ 7518
(11) Fee for recording redemption 25cents each subdivision \$ 100
(12) Fee for indexing redemption 15cents for each separate subdivision \$ 60
(13) Fee for executing release on redemption \$ 100
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
(15) Fee for issuing Notice to Owner, each \$2.00 \$
(16) Fee Notice to Lienors @ \$2.50 each \$
(17) Fee for mailing Notice to Owner \$1.00 \$
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
TOTAL \$ 79187
(19) 1% on Total for Clerk to Redeem \$ 792
(20) GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to pay accrued taxes as shown above \$ 79979

Excess bid at tax sale \$ 801.79
Bradley Williamson 789.27
Clerk fee 1050
Pub fee 200
801.79

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18 day of July 1985, at 11:15 o'clock P.M., and was duly recorded on the 22 day of JUL 22 1985, Book No. 207 on Page 06 in my office.

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

BILLY V. COOPER, Clerk

By N. Wright D.C.

BOOK 207 PAGE 07

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

INDEXED No 7434

Redeemed Under H.B. 557
Approved April 2, 1937

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

Guarmerie, Aris & Convin LTD
the sum of Eight hundred fifty one dollars & 40/100 DOLLARS (\$851.40)
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>E 1/2 E 1/2 NW 1/4 & W 1/2 NW 1/4 less</u>				
<u>17A in NW 1/4 & E 1/2 SW 1/4 & 28A</u>				
<u>E 1/5 W 1/2 SW 1/4 & NW 1/4</u>				
<u>\$ K. 175-155</u>	<u>32</u>	<u>9</u>	<u>1 E</u>	

Which said land assessed to Guarmerie, Joseph MD et al and sold on the
15 day of Sept 1983, to Bradley Williamson 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 18 day of
July 1985 Billy V. Cooper, Chancery Clerk.

(SEAL) By N. Wright Jr D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 584.78
- (2) Interest \$ 46.78
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 11.70
- (4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll
\$1.00 plus 25cents for each separate described subdivision \$ 2.00
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 1.00
- (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 \$ 651.76
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 29.24
- (10) 1% Damages per month or fraction on 1982 taxes and costs (Item 8 -- Taxes and
costs only 22 Months) \$ 143.39
- (11) Fee for recording redemption 25cents each subdivision \$ 1.00
- (12) Fee for indexing redemption 15cents for each separate subdivision \$.60
- (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 \$ 6.00
- (16) Fee Notice to Lienors @ \$2.50 each \$ 5.00
- (17) Fee for mailing Notice to Owner \$1.00 \$ 3.00
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$ -
- TOTAL \$ 916.99
- (19) 1% on Total for Clerk to Redeem \$ 8.41
- (20) GRAND TOTAL TO REDEEM from sale covering 1982 taxes and to pay accrued taxes as shown above \$ 819.40

Excess bid at tax sale \$ 4
Bradley Williamson 824.39
Chk fee 25.01
Res fee 2.00
851.40

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
in my office on this 18 day of July, 1985, at 11:15 o'clock A. M., and
was duly recorded on the JUL 22 day of 1985, 1985, Book No. 207 on Page 07 in
my office.

Witness my hand and seal of office, this the 18 day of JUL, 1985, 1985.
BILLY V. COOPER, Clerk
By N. Wright Jr D.C.

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

Myarmier, Aris & Cousin LTO
 the sum of Four hundred Seventy Nine Dollars & 28/100 DOLLARS (\$479.28)
 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>NE 1/4 & E 1/2 NW 1/4 & W 1/2 NW 1/4 E</u>				
<u>of CR & Hse BK 175-155</u>	<u>5</u>	<u>8</u>	<u>1E</u>	
<u>BK 176-88</u>				

Which said land assessed to Myarmier, Joseph MD et al and sold on the
19 day of Sept 1983 to George Merritt 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 19 day of
July 1985 Billy V. Cooper, Chancery Clerk.

(SEAL) By B. Wright D. D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$	<u>320.97</u>
(2) Interest	\$	<u>23.68</u>
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$	<u>6.42</u>
(4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll. \$1.00 plus 25cents for each separate described subdivision	\$	<u>1.50</u>
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each	\$	<u>4.50</u>
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision, Total 25cents each subdivision	\$	<u>5.0</u>
(7) Tax Collector -- For each conveyance of lands sold to individuals \$1.00	\$	<u>1.00</u>
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$	<u>360.57</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$	<u>16.05</u>
(10) 1% Damages per month or fraction on 19 <u>82</u> taxes and costs (Item 8 -- Taxes and costs only <u>22</u> Months	\$	<u>79.33</u>
(11) Fee for recording redemption 25cents each subdivision	\$	<u>1.00</u>
(12) Fee for indexing redemption 15cents for each separate subdivision	\$	<u>.60</u>
(13) Fee for executing release on redemption	\$	<u>1.00</u>
(14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.)	\$	<u>6.00</u>
(15) Fee for issuing Notice to Owner, each \$2.00	\$	<u>5.00</u>
(16) Fee Notice to Lienors @ \$2.50 each	\$	<u>9.00</u>
(17) Fee for mailing Notice to Owner \$1.00	\$	<u>1.00</u>
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00	\$	<u>4.00</u>
	TOTAL	\$ <u>472.55</u>
(19) 1% on Total for Clerk to Redeem	\$	<u>4.73</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>82</u> taxes and to pay accrued taxes as shown above	\$	<u>477.28</u>
		<u>2.00</u>
		<u>479.28</u>

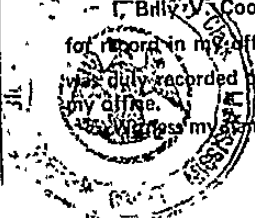
Excess bid at tax sale \$ ✓
George Merritt 455.95
Clerk fee 21.33
Rec fee 2.00
479.28

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 18 day of July, 1985, at 11.15 o'clock A. and
 was duly recorded in the day of JUL 22 1985, 19....., Book No. 207 on Page 08 in
 my office. Witness my hand and seal of office, this the of JUL 22 1985, 19.....

BILLY V. COOPER, Clerk

By B. Wright, D.C.



WARRANTY DEED

INDEXED

5773

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 CENTRE' PARK, A MISSISSIPPI GENERAL PARTNERSHIP, whose address is 315 Tombigbee Street, Jackson, Mississippi 39201, does hereby sell, convey and warrant unto JAY N. TUCKER, whose address is c/o Custom Audio, 10014 Rodney Parham Road, Little Rock, Arkansas 72207, the following land and property lying and being situated in Madison County, State of Mississippi, more particularly described as follows,

to-wit:

Being situated in Block 34 of Highland Colony Subdivision, City of Ridgeland, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of Lot 3 of the said Block 34 of Highland Colony Subdivision and run thence South 89 degrees 32 minutes 45 seconds East for a distance of 461.48 feet to an Iron Pin; thence South 1 degree 07 minutes 34 seconds West for a distance of 655.30 feet to an Iron Pin; thence North 89 degrees 56 minutes 31 seconds East for a distance of 198.47 feet along the Northerly right of way line of County Line Road to an Iron Pin; thence North 1 degree 04 minutes 50 seconds East for a distance of 10.0 feet along the said right of way line to an Iron Pin; thence North 89 degrees 53 minutes 44 seconds East for a distance of 51.10 feet along the said right of way line to an Iron Pin which marks the intersection of the said Northerly right of way line of County Line Road and the Easterly right of way line of Centre Street; thence North 1 degree 07 minutes 34 seconds East for a distance of 220.05 feet along the said Easterly right of way line of Centre Street to an Iron Pin, which marks the POINT OF BEGINNING for the parcel herein described; thence North 89 degrees 53 minutes 44 seconds East for a distance of 312.26 feet to an Iron Pin; thence North 32 degrees 12 minutes 08 seconds West for a distance of 135.72 feet to an Iron Pin; thence South 89 degrees 53 minutes 44 seconds West for a distance of 237.68 feet to an Iron Pin which marks the said Easterly right of way line of Centre Street and also marks the Northwest corner of the parcel herein described; thence South 1 degree 07 minutes 34 seconds West for a distance of 115.0 feet along the said Easterly right of way line of Centre Street to the POINT OF BEGINNING, containing 0.7258 acres (31,614.4 square feet) more or less.

The warranty of this conveyance and this conveyance is made subject to the following exceptions:

1. Ad valorem taxes for the year 1985 for the Town of Ridgeland and the County of Madison, Mississippi, which taxes have been prorated by and between the parties hereto with the Grantee to make his pro rata contribution when said taxes are determined, but not later than January 20, 1986.

2. An eight inch (8") sanitary sewer line and a ten (10) foot utility and drainage easement along the West side of the conveyed property, and a power pole, guy wire, and ditch bank on the east end of the conveyed property, and brick trash bins on south side of subject property, as shown on the survey of Robert B. Barnes, dated April 26, 1985. A copy of said survey is attached hereto and made a part hereof as Exhibit "A".

3. Right-of-way to Mississippi Power and Light Company, of record in Book 200 at Page 24 in the records of the Chancery Clerk of Madison County, Mississippi, along the east end of conveyed property, and any part of subject property contained in Purple Creek limits or floodway limits, both as shown on aforesaid survey.

5. Any and all prior recorded mineral severances.

6. Those certain restrictive covenants attached hereto as Exhibit "B", made a part hereof by reference and signed for identification, and into which covenants the following is incorporated: Grantor is presently developing adjacent property north of County Line Road and is at present designing certain structures to be placed on said land. Grantee agrees to coordinate its plans and work with Grantor in assuring Grantee's compatibility with Grantor's remaining property. Thereasto, it is specifically agreed and understood that the Grantor reserves the right to approve the plot plan, architecture, signage and access to insure the compatibility of development in accordance with the said covenants attached. The covenants hereby imposed shall burden the land hereby conveyed and be for the benefit of the property presently belonging to the Grantors west of Centre' Street and adjacent to Centre' Street as the same is extended northerly and westerly to Ridgewood Road. These covenants shall

BOOK 207 PAGE 10

run with the title to the land hereby conveyed and shall be binding on the Grantee, his successors in title or assigns. The Grantor may bring an action at law for damages, or in equity to enforce said covenants or for any violation or attempted violation thereof.

WITNESS THE SIGNATURE OF THE UNDERSIGNED this the 12th day of July, 1985.

BOOK 207 PAGE 11

CENTRE' PARK, A MISSISSIPPI GENERAL PARTNERSHIP

BY: Richard Wayne Parker
RICHARD WAYNE PARKER, General Partner

Louis B. Gideon
LOUIS B. GIDEON, General Partner

STATE OF MISSISSIPPI
COUNTY OF HINDS

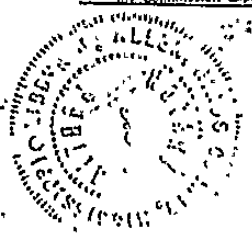
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named RICHARD WAYNE PARKER, and LOUIS B. GIDEON, personally known to me to be the General Partners of the within named CENTRE' PARK, A MISSISSIPPI GENERAL PARTNERSHIP, who acknowledged that they signed, sealed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said partnership and as its own act and deed, they being first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 12th day of July, 1985.

Richard J. Allen
NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 13, 1985



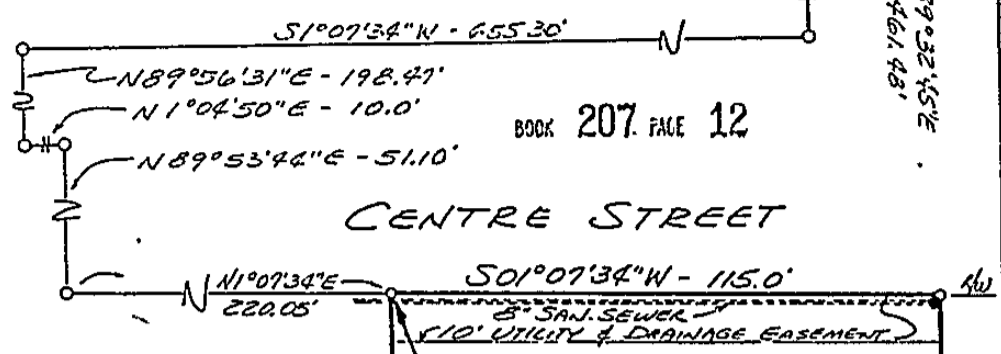
WCS108/WD-Centre Park

ROBERT B. BARNES CIVIL ENGINEER & LAND SURVEYOR SCALE: 1"=30' DATE: 4-26-85

S.W. COR. OF LOT 3, BLOCK 34, HIGHLAND COLONY SUBDIVISION

BOOK 207, PAGE 12

COUNTY LINE ROAD



CENTRE STREET

501°07'34\"/>

8\"/>

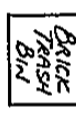
10' UTILITY & DRAINAGE EASEMENT

0.9258 ACRES ~ 31,614.4 SQ. FT.

POINT OF BEGINNING

N89°53'44\"/>

312.26'

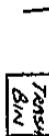


015' SOL

EDGE OF BACKSTOP



210'



033' SOL

BACK OF CURB

APPROX. LOCATION OF DITCH BANK

PURPLE CREEK

PLAT SHOWING CERTAIN PROPERTIES BEING SITUATED IN BLOCK 34 OF HIGHLAND COLONY SUBDIV., CITY OF RIDGELAND, MISSISSIPPI



Handwritten signature and date: 4/26/85

I. No part of the above described lot shall be used for any of the following purposes:

A. Any activity that emits any offensive odors, dust noxious gas, noise, vibrations, or glare beyond the premises wherein such use is located;

B. For storage of salvage, junk or second hand materials as a principal or primary business;

II. No building or other structure or additions to existing buildings or structures shall be erected on the above described lot unless and until one complete set of plans and specifications for such building or structure has been submitted to Grantor, which such plans and specifications shall show the location of the building or structure on the lot, the elevation, the architectural design, the landscaping, any exterior signage, the construction and appearance of the building or structure, and such plans and specifications shall have been approved in writing by Grantors, their successors or assigns, such approval not be unreasonably withheld.

The following minimum standards with respect to the above described lot and the use thereof, are hereby established but do not constitute approval:

A. All buildings shall be of masonry block construction with brick veneer exterior, or of wood frame construction with brick veneer exterior, its equivalent or better; metal buildings are specifically prohibited unless masonry veneered.

B. Decorative treatment of the front elevations.

C. Landscaping as approved by Grantor.

D. No neon, blinking or rotating signs unless specifically approved by Grantor.

III. Outside storage area shall be fenced to a minimum height of six (6) feet and maximum height of eight (8) feet, and all such fencing shall be of a type to provide solid screening. No fence shall be allowed without Grantor's approval.

IV. The above described lot and all improvements thereon and appurtenances thereto shall at all times be kept in a safe, clean and wholesome condition and state of repair.

V. All buildings and other structures erected or placed on the above described lot shall be so designated, located and constructed as to permit all vehicles of whatever nature entering upon said lot or lots be parked, maneuvered, loaded or unloaded thereon. No loading dock will be permitted on the front of any building or structure and adequate area shall be provided for the maneuvering access to any loading dock built on the side or rear of any building or structure.

VI. All driveways and parking areas on the above described lot shall be paved with asphalt or concrete, its equivalent or better, and all other areas of the lot on which no building or other structure exists shall be dust proofed or landscaped.

VII. All telephone and electrical lines outside any building running from the power transmission lines or poles shall be underground and shall conform to existing electrical codes.

VIII. These covenants may be amended by the mutual written consent of Grantor and Grantee. Except by mutual written consent of Grantor and Grantee, these restrictions shall be covenants running with the land and shall be binding upon Grantee, its successors and assigns, and shall be in full force and effect for twenty-five (25) years from the date hereof.

EXHIBIT "B"

SIGNED FOR IDENTIFICATION:

[Handwritten signatures]

Centre' Park Covenants--WCS001

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 18 day of July, 1985, at 4:00 o'clock P.M., and was duly recorded on the 18 day of JUL. 22 1985, 19... Book No. 202 on Page 09 in my office. Witness my hand and seal of office, this the... of JUL 22 1985, 19...



BILLY V. COOPER, Clerk

By *[Signature]* D.C.

BOOK 207 PAGE 13

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, PERCY MCGEE, FLORIA MCGEE BRADFIELD, CELESTINE MCGEE KARSH, IDA MCGEE STANFORD, JOHNNIE MCGEE, ISAAC MCGEE, EARNEST MCGEE, STELLA GOSS and ALICE GOWDY, do hereby sell, convey and warrant unto PERCY MCGEE a LIFE ESTATE and do hereby sell, convey and warrant unto FLORIA MCGEE BRADFIELD the remainder interest in and to the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot number seven (7) in Block "B" of Sims Subdivision, a subdivision near Canton, Madison County, Mississippi, as per plat of said subdivision now on file and of record in the Chancery Clerk's office of said County; said Lot facing on United States Highway No. 16.

The Grantors herein warrant that they are the sole and only heirs-at-law of Ozie McGee, deceased.

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

1. Ad valorem taxes for the year 1985 which are to be paid by the Grantee herein.
2. Zoning and subdivision regulation ordinance of Madison County, Mississippi.

WITNESS our signatures this 11 day of April, 1985.

Percy McGee
Percy McGee

Floria McGee Bradfield
Floria McGee Bradfield

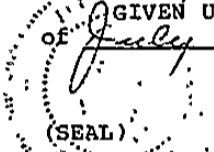
Celestine McGee Karsh
Celestine McGee Karsh,

Ida McGee Stanford
Ida McGee Stanford

Johnnie McGee Andrew
 Johnnie McGee Andrew
Isaac McGee
 Isaac McGee
Stella Goss
 Stella Goss
Earnest McGee
 Earnest McGee
Alice Gowdy
 Alice Gowdy

STATE OF MISSISSIPPI
COUNTY OF MADISON

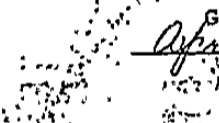
This day personally appeared before me, the undersigned notary public in and for the aforesaid County and State, the within named PERCY MCGEE, FLORIA MCGEE BRADFIELD, IDA MCGEE STANFORD, ISAAC MCGEE, STELLA GOSS and ALICE GOWDY who each acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 16 day of July, 1985.
 (SEAL)
James J. Heath
 Notary Public

My commission expires: Oct 26, 1986

STATE OF INDIANA
COUNTY OF Madison

This day personally appeared before me, the undersigned notary public in and for the aforesaid jurisdiction the within named JOHNNIE MCGEE who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 17th day of April, 1985.
 (SEAL)
Julia D. Craig
 Notary Public

My commission expires:

August 29, 1987
Resident of Madison County

STATE OF INDIANA
COUNTY OF Marion

This day personally appeared before me, the undersigned notary public in and for the aforesaid County and State, the within named CELESTINE MCGEE KARSH who acknowledged that she signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 11th day of April, 1985.

Julia D. Craig
Notary Public

(SEAL)

My commission expires:

August 27, 1987

Resident of Marion County

STATE OF FLORIDA
COUNTY OF Polk

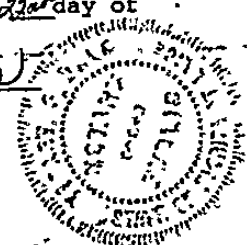
This day personally appeared before me, the undersigned notary public in and for the aforesaid jurisdiction the within named EARNEST MCGEE who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 21st day of April, 1985.

Violita S. Dias
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 18, 1985



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18 day of July, 1985, at 4:15 o'clock P. M., and was duly recorded on the 18 day of July, 1985, Book No. 207 on Page 14 in JUL 22 1985 and seal of office, this the 18 day of July, 1985.
BILLY V. COOPER, Clerk
By B. V. Cooper, D.C.



INDEXED

5783

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, CHARLES DAVID BARRENTINE AND MARTHA FRANCES BARRENTINE do hereby sell, convey and warrant unto ANDREW S. BOUNDS AND CHARLENE P. BOUNDS, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property lying and being situated in Madison County, State of Mississippi, to wit:

Lot 3, Hunters Creek Subdivision, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet B, Slide 33, reference to which is hereby made in aid of and as a part of this description.

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

IT IS AGREED AND UNDERSTOOD that the taxes for the current year be prorated between the parties.

WITNESS THE SIGNATURE this 16th day of July, 1985.

Charles David Barrentine

CHARLES DAVID BARRENTINE

Martha Frances Barrentine

MARTHA FRANCES BARRENTINE

STATE OF MISSISSIPPI
COUNTY OF Franklin

PERSONALLY APPEARED BEFORE ME, the undersigned authority, in and for the jurisdiction aforesaid, the within named, CHARLES DAVID BARRENTINE AND MARTHA FRANCES BARRENTINE, who acknowledged to me that he signed and delivered the foregoing Warranty Deed on the day and year therein mentioned.

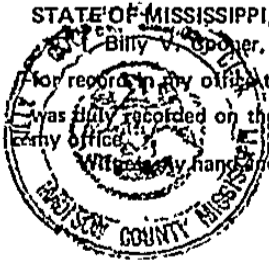
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this 16th day of July, 1985.

Brenda Berg
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Grantors' Address:
506 Hunters Creek Cir

Grantees' Address: 506 Hunters
Creek Circle, Madison, MS 39110



STATE OF MISSISSIPPI, County of Madison:
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for records in my office this 19 day of July, 1985, at 9:00 o'clock A.M., and was fully recorded on the 22 day of July, 1985, Book No. 207 on Page 17. Witness my hand and seal of office, this the 22 day of July, 1985.

BILLY V. COOPER, Clerk

By *D. West*, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, I, STEVE H. SMITH, Grantor, do hereby sell, warrant and convey unto JIMMY F. DRUEY, Grantee, the following described real property, lying and being situated in the City of Ridgeland, Madison County, Mississippi, to wit:

Lots 11, 12, 13 and 14, Block 29, Village of Ridgeland, Madison County, Mississippi, according to map or plat thereof on file in the Chancery Clerk's office of Madison County at Canton, Mississippi.

The warranty of this conveyance is subject to the following:

1. City and county ad valorem taxes for the 1985, which are to be paid one-half by the Grantor and one-half by the Grantee.
2. Public utilities, easements and rights-of-way for existing utilities.
3. Zoning and governmental regulations affecting the use of the subject property.

The above does not constitute any part of my homestead.

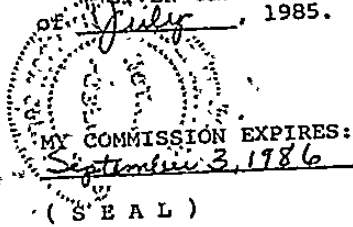
WITNESS MY SIGNATURE, this the 18th day of July, 1985.

Steve H. Smith
STEVE H. SMITH

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 18th day of July, 1985.



R.E. Matthews
NOTARY PUBLIC

Grantor:
P. O. Box 238
Ridgeland, Mississippi 39158

Grantee:

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 July, 1985, at 2:20 o'clock P.M., and was duly recorded on the 19 day of July, 1985, Book No. 207 on Page 18 in my office. Witness my hand and seal of office, this the 22 day of July, 1985.

BILLY V. COOPER, Clerk

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

BOOK 207 PAGE 19

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

INDEXED No 7439 5810

Recorded Under H.B. 567 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

Smith & Coe the sum of Sixty-five dollars and 48/100 DOLLARS (\$65.48) being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with columns: DESCRIPTION OF LAND, SEC, TWP, RANGE, ACRES. Row 1: Lots 11, 12, 13 & 14 Blk 29 & Res BK 12-221 BK 17-144 Redwood

Which said land assigned to L. N. McCon Life Est. and sold on the 17 day of Sept 1984 to Greg Merritt for taxes thereon for the year 1983, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 19 day of July 1985 Billy V. Cooper, Chancery Clerk.

(SEAL) By M. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$40.92
(2) Interest \$3.27
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$82
(4) Tax Collector Advertising ---Selling each separate described subdivision as set out on assessment roll. \$2.00
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$4.50
(6) Clerk's Fee for recording 10cents and Indexing 15cents each subdivision. Total 25cents each subdivision \$1.00
(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 \$53.51
(9) 5% Damages on TAXES ONLY (See Item 1) \$2.05
(10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 ---Taxes and costs only 11 Months \$5.89
(11) Fee for recording redemption 25cents each subdivision \$25
(12) Fee for indexing redemption 15cents for each separate subdivision \$15
(13) Fee for executing release on redemption \$100
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457) \$
(15) Fee for issuing Notice to Owner, each \$2.00 \$
(16) Fee Notice to Lienors @ \$2.50 each \$
(17) Fee for mailing Notice to Owner \$1.00 \$
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
TOTAL \$62.85
(19) 1% on Total for Clerk to Redeem \$63
(20) GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to pay accrued taxes as shown above \$63.48

Excess bid at tax sale \$ 65.48
Greg Merritt 61.45
Collection fee 2.03
Rec fee 2.00
65.48

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 July 1985, at 2:25 o'clock P.M., and was duly recorded on the 19 day of JUL 22 1985, 19... Book No 207 on Page 19 in my office. Witness my hand and seal of office, this the 19 of JUL 22 1985, 19... BILLY V. COOPER, Clerk. By M. Wright D.C.

INDEXED

TRUSTEE'S DEED

5814

WHEREAS, on December 21, 1984, Lee B. Shipley, Sr., executed and delivered a certain Deed of Trust to Mary C. Smith, Trustee for the benefit of Gary N. Smith and Virginia T. Smith, which Deed of Trust is recorded in Book 550 at Page 44, of the records of mortgages and deeds of trust of lands on file in the office of the Chancery Clerk of Madison County at Canton, Mississippi, and

WHEREAS, default was made in the payment of said indebtedness as it fell due; and

WHEREAS, the entire unpaid balance of said indebtedness being due and payable, Gary N. Smith and Virginia T. Smith, the beneficiaries thereof have directed the undersigned Trustee in said Deed of Trust to execute the same by sale of the property therein described in accordance with the terms and provisions thereof, for the purpose of raising said sum so secured and unpaid, together with the expense of selling same, including Trustee's and Attorney's fees; and

WHEREAS, the undersigned, in accordance with the terms of said Deed of Trust as aforesaid and the laws of the State of Mississippi, did advertise said sale by publication in newspaper published in the City of Madison, Madison County, Mississippi, to-wit the Madison County Herald, on the following dates, to-wit:

June 13, 1985
June 20, 1985
June 27, 1985
July 4, 1985

and by posting a copy of said notice in the proper place in the courthouse of Madison County, at Canton, Mississippi, for the term required by law and by the terms of the Deed of Trust aforesaid; and

WHEREAS, said notice fixed the 8th day of July, 1985 as the date of sale, and the South Front Door of the County Court House of Madison County at Canton, Mississippi, as the place of sale, and between the hours of 11:00 A.M. and 4:00 P.M., being within legal hours, as the time of sale, and at public outcry to the highest and best bidder for cash as the terms of sale; and

WHEREAS, on the date mentioned at the place mentioned and between the hours of 11:00 A.M. and 4:00 P.M., being within legal hours, the undersigned did offer for sale and sell for cash at public outcry to the highest and best bidder for cash, the property hereinafter described, and then and there James L. Spencer bid the sum of Six Thousand and No/100 (\$6,000.00) for said property, which was the highest and best bid therefor; and

WHEREAS, James L. Spencer was declared the purchaser of the property for the sum of Six Thousand and No/100 (\$6,000.00) Dollars the receipt of which is hereby acknowledged, I, Mary C. Smith, Trustee, by these presents do hereby sell and convey the following land and property, lying and being situated in Madison County, Mississippi to James L. Spencer to-wit:

Lot 19 of WHEATLEY PLACE, PART 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B at Slot 30, reference to which map or plat is hereby made in aid of and as a part of this description.

The undersigned Trustee conveys only such title as is vested in her as Trustee. A copy of proof of publication is attached. Affidavit of Gary N. Smith is attached hereto

Said property is sold subject to a first deed of trust from Gary N. Smith and Virginia T. Smith to Mid State Mortgage Company, dated August 31, 1979, and recorded in Deed of Trust Book 461 at Page 715.

WITNESS MY SIGNATURE, this the 8th day of July, 1985.

Mary C. Smith
MARY C. SMITH

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me, the undersigned Authority in and for said County and State, the within named Mary C. Smith, Trustee, who acknowledged that in her capacity as Trustee, she signed and delivered the above and foregoing Trustee's Deed on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 8th day of July, 1985.

Louise Green
NOTARY PUBLIC

My Commission Expires:
My Commission Expires July 19, 1985

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, on December 21, 1964, Lee B. Shipley, Sr., executed a deed of trust to Mary C. Smith, Trustee for the benefit of Gary N. Smith and Virginia T. Smith, which deed of trust is recorded in Deed of Trust Book 350 at Page 44 in the office of the Chancery Clerk of Madison County, State of Mississippi, and WHEREAS, default having been made in the terms and conditions of said deed of trust and entire debt secured thereby, having been declared to be due and payable in accordance with the terms of said deed of trust, and WHEREAS, the legal holder of said indebtedness, Gary N. Smith and Virginia T. Smith, having requested the undersigned Trustee to execute the trust and sell said land and property in accordance with the terms of said Deed of Trust for the purposes of raising the sums due thereunder, together with attorney's fees, trustee's fees, and expense of sale,
NOW, THEREFORE, I Mary C. Smith, Trustee in said deed of trust, will on the 8th day of July, 1965, offer for sale at public outcry and will set within legal hours (between the hours of 11:00 A.M. and 4:00 P.M.), at the South Front Door of the County Court House of Madison County, at Canton, State of Mississippi, the following described property situated and lying in the county of Madison, State of Mississippi, to-wit:
Lot

Trustee's Notice of Sale - Shipley

has been in said paper 4 times consecutively, to-wit:
On the 13 day of June, 1965
On the 20 day of June, 1965
On the 27 day of June, 1965
On the 4 day of July, 1965

Part 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in the Chancery Book at 501, in which to which map or plat is hereby made in aid of said deed of trust subject to said deed of trust from Gary N. Smith and Virginia T. Smith to said State Messrs. Cooney, dated the August 31, 1977, and recorded in Deed of Trust Book 411 at Page 171.
I, JAMES DRABER, CONVEY ONLY such line as is listed in me as Trustee.
WITNESS my Signature this 10th day of June, 1965.
MARY C. SMITH, TRUSTEE
June 13, 20, 27, July 4, 1965

SWORN TO and subscribed 5 day of July, 1965
Elizabeth M. Mumburn
Notary

James Draber
Canton, Miss., July 5, 1965

My Commission Expires May 27, 1967

4600

PROOF OF PUBLICATION

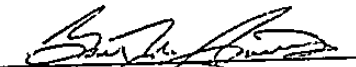
AFFIDAVIT

STATE OF MISSISSIPPI
 COUNTY OF HINDS

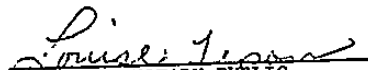
Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, Gary N. Smith who by me first duly sworn on his oath states as follows to-wit:

That he was one of the sellers to Lee B. Shipley, Sr. in the sale of 158 Mill Cove, Ridgeland, Mississippi, more particularly described as 19 of Wheatley Place, Part 2, a subdivision recorded in Plat Cabinet B at slot 30; that the contract for the sale and purchase of said property provided that the undersigned and his wife carry a second mortgage on said property as part of the purchase price of said property; that, at the closing, Lee B. Shipley, Sr. executed to Gary N. Smith and Virginia T. Smith a promissory note and deed of trust dated December 21, 1984 and recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 550 at Page 44; that the funds owing under said Deed of Trust were wholly owed by Lee B. Shipley, Sr., to this affiant and his wife Virginia T. Smith as part of the unpaid purchase price for said property; that said Deed of Trust was given to secure the payment of the purchase money for said property and as a purchase money mortgage within the meaning of Section 89-1-45 of the Mississippi code of 1972 and within the meaning of Internal Revenue Service Revenue Ruling 68-57, also released as Technical Information Release 957, dated January 11, 1968, a copy of which is attached hereto as Exhibit "A"; that Lee B. Shipley, Sr. and his two children immediately moved into said premises upon the purchase thereof and occupied same as his homestead until approximately June 5, 1985, at which time he departed said premises; this affiant further states that he gave notice to the Chief, Special Procedures Staff, District of Internal Revenue Service, Federal Building, 100, W. Capitol Street, Jackson, MS 39269 on June 10, 1985 of the pendency of the foreclosure of the above mentioned Deed of Trust, a copy of said notice is attached hereto as Exhibit "B".

Witness my signature this the 8th day of July, 1985.


 Gary N. Smith

SWORN TO AND SUBSCRIBED before me on this the 8th day of July, 1985.


 NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept 16, 1985

SUBCHAPTER C.—LIEN FOR TAXES

SECTION 6321.—LIEN FOR TAXES

26 CFR 301.6321-1: Lien for taxes.

Rev. Rul. 68-57¹

The Federal Tax Lien Act of 1966, P.L. 89-719, C.B. 1966-2, 623, does not refer to a purchase money security interest or mortgage. However, the General Explanation of the Act, as set forth in House of Representatives Report No. 1934, C.B. 1966-2, at page 817, states as follows:

Although so-called purchase money mortgages are not specifically referred to under present law, it has generally been held that these interests are protected whenever they arise. This is based upon the concept that the taxpayer has acquired property or a right to property only to the extent that the value of the whole property or right exceeds the amount of the purchase money mortgage. This concept is not affected by the bill.

In view of the legislative history of the Federal Tax Lien Act of 1966, the Internal Revenue Service will consider that a purchase money security interest or mortgage valid under local law is protected even though it may arise after a notice of Federal tax lien has been filed:

SECTION 6324.—VALIDITY AND PRIORITY AGAINST CERTAIN PERSONS

Effect on section 6323(f)(1)(A)(i) of the Code, as added by the Federal Tax Lien Act of 1966, on the place for filing of Federal Tax Liens on real property located in Cook County, Illinois in respect of such liens filed on and after July 1, 1967. See Rev. Proc. 68-1, page 741.

¹ Also released as Technical Information Release 927, dated Jan. 11, 1968.
314-510*-04-37

EXHIBIT "A"

JAMES L. SPENCER
ATTORNEY AT LAW
CHASTAIN OFFICE PLAZA, SUITE A 1
4800 MCWALDE CIRCLE
P O BOX 10382
JACKSON, MISSISSIPPI 39236

RECEIVED

64 JUN 10 1985

DIR INT REV.
JACKSON
CONTACT SECTION

June 10, 1985

Chief, Special Prodedures Staff
District Director of Internal Revenue Service
Federal Building
100 W. Capitol Street
Jackson, Ms. 39269

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Gentlemen:

You have filed in the office of the Chancery Clerk of Madison County, Mississippi three (3) notices of Federal Tax Liens against Lee B. Shipley, Sr., one in the sum of \$1,627.09, filed February 16, 1983, one in the sum of \$1,405.18, filed August 16, 1979, (Serial No. J 11-79-617, and one in the sum of \$1,405.35, filed July 3, 1979 (Serial No. J 11-79-501).

The Jackson; Mississippi Internal Revenue Division originated the Notices of Federal Tax Lien. The residence of the taxpayer as shown on the Notice on the \$1,405.18 lien (Serial No. J-11-79-617) is 120 S. Madison Street, Canton, Mississippi, and the address shown on the other two liens is P. O. Box 93, Canton, Mississippi.

Gary N. Smith and Virginia T. Smith are the holders of a deed of trust covering Lot 19 of Wheatley Place, Part Two, Ridgeland, Madison County, Mississippi which property was owned by Lee B. Shipley, Sr., and I am enclosing herewith a copy of this deed of trust. The balance due under this deed of trust is \$6,000.00.

I am enclosing herewith a Notice of Foreclosure of said property which contains the information as to the time, place and terms of the proposed sale of the property, and a description of the property, as required by your regulations.

Notice is hereby given under the provisions of the Internal Revenue Code of the pendency of said foreclosure proceeding.

With very best regards, I remain,

Yours very sincerely,

GARY N. SMITH and VIRGINIA T. SMITH

BY: *James L. Spencer*
JAMES L. SPENCER
ATTORNEY AT LAW

JLS:lt

EXHIBIT "B"

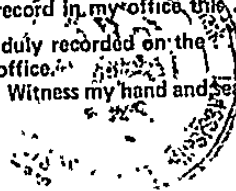
STATE OF MISSISSIPPI, County of Madison:

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 July, 1985 at 3:15 clock P.M., and was duly recorded on the 19 day of July, 1985, Book No. 207 on Page 20 in my office.

Witness my hand and seal of office, this the 19 day of July, 1985

BILLY V. COOPER, Clerk

By *J. Wright*, D.C.



INDEXED

GRANTOR'S ADDRESS P.O. Box 16382, Jackson, MS 39236
GRANTEE'S ADDRESS P.O. Box 16382, Jackson, MS 39236

5815

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, James L. Spencer and Juanda Axley Spencer

do hereby sell, convey and warrant unto James L. Spencer and Juanda Axley Spencer, 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 19 of WHEATLEY PLACE, Part 2 a subdivision according to the map or plat thereof on file and record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B at Slot 30, 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 8th day of July, 1985.

James L. Spencer
James L. Spencer
Juanda Axley Spencer
Juanda Axley Spencer

STATE OF MISSISSIPPI

COUNTY OF Hinds

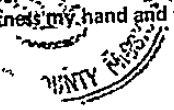
Personally came and appeared before me the undersigned authority duly authorized by law to take acknowledgements in and for said County and State, the within named James L. Spencer and Juanda Axley Spencer who acknowledged that they signed and delivered the above and foregoing instrument of writing on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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 8th day of July, 1985

Louise Ligon
NOTARY PUBLIC

My Commission Expires: July 19, 1988

STATE OF MISSISSIPPI, County of Madison: Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19th day of July, 1985, at 3:20 clock P.M., and was duly recorded on the 22nd day of JUL 22 1985, 1985, Book No. 207 on Page 26 in my office. Witness my hand and seal of office, this the 22nd day of July, 1985.



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

INDEXED
5826

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 E. County Line Rd., Jackson, MS 39211, does hereby sell, convey and warrant unto CHARLES JOHNSON and wife, MARY H. JOHNSON of 941 Lutz Street, Canton, MS 39046, 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:

A certain parcel of land being situated in the Northeast Quarter of the Northwest Quarter of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi and being more particularly described as follows:

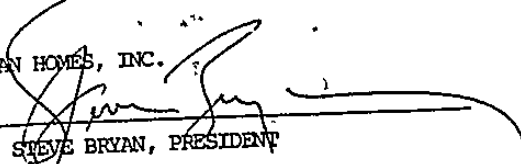
Commencing at the intersection of the south line of Lutz Avenue (having a 40 foot right of way) with the west line of the Northeast Quarter of the Northwest Quarter of said Section 24 (said west line being the east line of a 50 foot roadway) and from said point run Easterly along the south line of said Lutz Avenue for 140.24 feet to the Point of Beginning; thence continue Easterly along said south line of Lutz Avenue for a distance of 70.0 feet; thence turn right through a deflection angle of 90 degrees 41 minutes and run Southerly along a line 70.0 feet west of and parallel to the east line of the Buffington property as recorded in Deed Book 183 at page 559 for a distance of 132.0 feet; thence turn right through a deflection angle of 89 degrees 19 minutes and run Westerly for a distance of 70.0 feet; thence turn right through a deflection angle of 90 degrees 41 minutes and run Northerly for a distance of 132.0 feet to the Point of Beginning, containing 9240 square feet, more or less.

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 10th day of July, 1985.

BRYAN HOMES, INC.

BY: 
STEVE BRYAN, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

BOOK 207 PAGE 28

GIVEN UNDER MY HAND and official seal of office on this the 10th

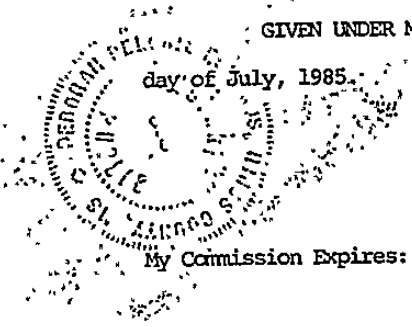
day of July, 1985.

Orbie Edwards

NOTARY PUBLIC

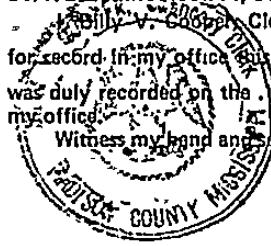
My Commission Expires Sept. 9, 1985

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 on the *22* day of *July*, 19*85*, at *9:00* o'clock *A*.M., and was duly recorded on the *JUL 24 1985* day of *JUL 24 1985*, 19*85*, Book No. *207* on Page *27* in my office.



Witness my hand and seal of office, this the *JUL 24 1985* day of *JUL 24 1985*, 19*85*.

BILLY V. COOPER, Clerk

By *D. W. Wright*, D.C.

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned BRYAN HOMES, INC., of 1553 County Line Rd. Jackson, MS 39211, does hereby sell, convey and warrant unto AUBREY REED and wife, MARY ALICE REED of 522 Singleton St., Canton, MS 39046, 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 90, Hillcrest Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 3 at page 35, reference to which map or plat is here made in aid of and as a part of this description. (Plat Cabinet A at slot 76)

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 10th day of July, 1985.

BRYAN HOMES, INC.
BY: [Signature]
STEVE BRYAN, PRESIDENT

STATE OF MISS.
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 10th day of July, 19 85
My Commission Expires:

[Signature]
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 22 day of July, 1985, at 9:00 o'clock P.M., and was duly recorded on the 24 day of July, 1985, Book No 207 on Page 29.

Witness my hand and seal of office, this the 22 day of July, 1985.

BILLY V. COOPER, Clerk

By [Signature], D.C.

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged BRYAN HOMES, INC., does hereby sell, convey and warrant unto BERNARD SANDERS and wife, SANDRA M. SANDERS, 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 as follows, to-wit:

A certain parcel of land being situated in the NE Quarter of the Northwest Quarter of Section 24, Township 9 North, Range 2 East, Madison County, Mississippi and being more particularly described as follows:

Beginning at the intersection of the south line of Lutz Avenue (having a 40 foot right of way) with the west line of the Northeast Quarter of the Northwest Quarter of said Section 24 (said west line being the east line of a 50 foot roadway) and from said Point of Beginning run Easterly along the south line of said Lutz Avenue for 70.24 feet; thence turn right through a deflection angle of 90 degrees 41 minutes and run Southerly along a line 210.0 feet west of and parallel to the east line of the Buffington property as recorded in Deed Book 183 at Page 559 for a distance of 132.0 feet; thence turn right through a deflection angle of 89 degrees 19 minutes and run Westerly for a distance of 70.24 feet; thence turn right through a deflection angle of 90 degrees 41 minutes and run Northerly for a distance of 132.0 feet to the Point of Beginning, containing 9240 square feet, more or less.

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 10th day of July 1985.

BRYAN HOMES, INC.

BY: 

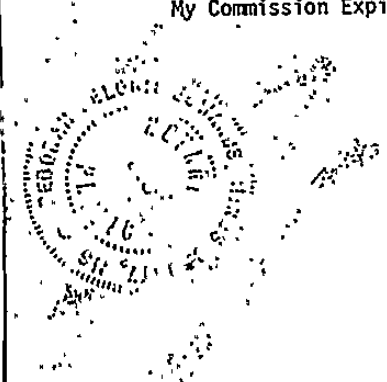
STATE OF MISSISSIPPI
STATE OF HINDS

PERSONALLY appeared before me the undersigned authority in and
and for the aforesaid jurisdiction, Steve Bryan, personally known to me to
be the President of the within names 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 INDER MY HAND and official seal of office on this the 10th
day of July, 1985.

Alberto Colman
NOTARY PUBLIC

My Commission Expires: My Commission Expires Sept. 9, 1985



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record in my office this 22 day of July, 1985, at 9:00 o'clock A.M., and
was duly recorded on the JUL 24 1985 day of JUL 24 1985, 1985, Book No. 207 on Page 32 in
my office on JUL 24 1985.
Witness my hand and seal of office, this the 22 day of July, 1985.



BILLY V. COOPER, Clerk

By B. Wright, D.C.

Book 207 Page 32

-WARRANTY DEED-

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5833

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned BRYAN HOMES, INC. of 1553 County Line Rd., Jackson, MS 39211, do hereby sell, convey and warrant unto GURLY W. POYNOR and wife, LYNDAL L. POYNOR of 232 Central St., Ridgeland, MS 39157, 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 10, Shady Oaks Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, at slot 75, 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 17th day of July, 19 85.

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 17th day of July, 19 85.

My Commission Expires:

[Signature]
Notary Public

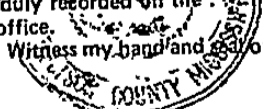
STATE OF MISSISSIPPI, County of Madison:

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 17 day of July, 1985, at 9:03 clock A.M., and was duly recorded on the 17 day of JUL 24 1985, 19....., Book No. 207 on Page 32 in my office.

Witness my hand and seal of office, this the..... of JUL 24 1985....., 19.....

BILLY V. COOPER, Clerk

By..... [Signature]....., D.C.



INDEXED

5823

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged W. D. AKINS and EDDIE G. AKINS, a general partnership d/b/a A & A ENTERPRISES, whose mailing address is 1001 North Liberty Street, Canton, MS 39046, does hereby sell, convey and warrant unto LARRY O. HARRIS and wife, DELORIS WILLIAMS HARRIS, 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 as follows, to-wit:

The West forty-nine feet by One Hundred Twenty-Five feet of Lot 5, on the south side of West north Street, according to the official map of the City of Canton, Mississippi, reference to which is hereby made.

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 16th day of July, 1985.

W. D. Akins
W. D. AKINS

Eddie G. Akins
EDDIE G. AKINS

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, W. D. Akins and Eddie G. Akins, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

GIVEN UNDER MY hand and official seal of office this the 16th day of July, 1985.

[Signature]
NOTARY PUBLIC

My commission expires:

7-19-85

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 24 day of July, 1985, at 9:00 o'clock A.M., and was duly recorded on the 24 day of JUL 24 1985, 19... Book No. 207 on Page 33 in my office.

Witness my hand and seal of office, this the... of... JUL 24 1985... 19...
BILLY V. COOPER, Clerk

By... *[Signature]* ... D.C.

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 MARY JO JACKSON, formerly MARY JO BROOKS, whose mailing address is 935-B Glastonbury Circle, Ridgeland, Mississippi 39211, does hereby convey and quitclaim unto RICHARD I. JACKSON and wife, MARY JO JACKSON, as joint tenants with full rights of survivorship and not as tenants in common, whose mailing address is 935-B Glastonbury Circle, Ridgeland, Mississippi 39211, all right, title and interest in and to the following described land and property lying and being situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 117B, a parcel of land located in Village Square Subdivision, Lot 117, as platted and recorded in the Madison County Chancery Clerk's Office at Canton, Mississippi in Plat Cabinet B at Slide 38, and being more particularly described as follows, to-wit:

Beginning at the Northwest corner of said Lot 117, Village Square Subdivision, thence run along the South side of Glastonbury Circle South 88 degrees 18 minutes East for a distance of 35.00 feet; thence run South 01 degrees 42 minutes East along a party wall for a distance of 100.00 feet; thence run North 88 degrees 18 minutes West for a distance of 35.00 feet; thence run North 01 degrees 42 minutes West for a distance of 100.00 feet to the Point of Beginning, containing 3,500 square feet, more or less.

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

Mary Jo Jackson
MARY JO JACKSON, formerly MARY
JO BROOKS

STATE OF MISSISSIPPI,
COUNTY OF HINDS.

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MARY JO JACKSON, formerly MARY JO BROOKS, who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

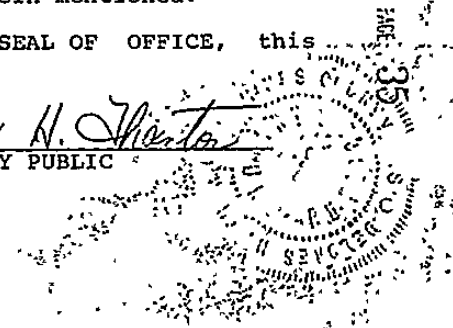
WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 19th day of July, 1985.

Delores H. Thornton
NOTARY PUBLIC

My Commission Expires:

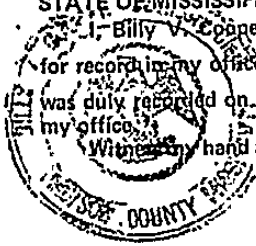
July Commission Expires Oct. 23, 1985

BOOK 207



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 22 day of July, 1985, at 9:00 a.m., and was duly recorded on the 24 day of JUL 24 1985, 19....., Book No. 207 on Page 34 in my office.
Witness my hand and seal of office, this the of JUL 24 1985....., 19.....



BILLY V. COOPER, Clerk

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

CONVEYANCE OF MINERALS WITH RESERVATION OF LIFE ESTATE

5837

INDEXED

In consideration of the payment of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and the love and affection I have for my three children, I, MELVIN W. CAMPBELL of Canon City, Colorado, individually and as trustee, sell and convey, subject to the reservation herein-after expressed, to my son, MELVIN W. CAMPBELL, JR., and to my two daughters, BARBARA C. CLARK and GAYE C. WALLSTEIN, in equal shares all the oil, gas and mineral interests I now own in the lands hereinafter described.

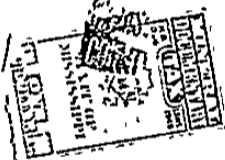
Said interests and land are more particularly described in Exhibit A to that Intervivos Trust Agreement executed by me as Settlor dated June 15, 1982, which has been recorded in all of the counties in Mississippi in which the lands are located, to which trust agreement and the record thereof reference is hereby made and these descriptions are included herein by reference.

I reserve unto myself for the remainder of my life said interests, together with the right to lease said interests and to receive, collect and account for all bonuses, and rentals and all royalties on those interests which may be in production, without joinder of the grantees herein.

It is my intention to convey to the grantees and I do hereby convey unto them all the right, title and interest in oil, gas and minerals I own in the State of Mississippi, whether producing or non-producing.

Executed by me this 8th day of July, 1985.

Melvin W. Campbell
Melvin W. Campbell
Individually and as Trustee



STATE OF COLORADO
COUNTY OF FREMONT

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, the within named MELVIN W. CAMPBELL who acknowledged that he signed and delivered the within and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this the 8th day of July, 1985.

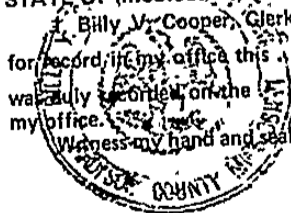


Larry J. Michels
NOTARY PUBLIC

7-31-85

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 22 day of July, 1985, at 9:00 o'clock P.M., and was duly recorded on the 24 day of July, 1985, Book No. 207 on Page 36. In witness my hand and seal of office, this the 24 day of July, 1985.



BILLY V. COOPER, Clerk

By N. W. [Signature] D.C.

Know All Men By These Presents:

INDEXED
5831

That K. E. STALEY, 15 AB Cloister Towers, 1200 Ocean Boulevard, Boca Raton,
Florida 33432 for and in consideration of the price and sum of
Ten and 00/100
(\$ 10.00) Dollars and other valuable considerations, cash in hand paid by
DAN DUMONT, 605 Bel Air Boulevard, Suite 33, Mobile, Alabama 36606

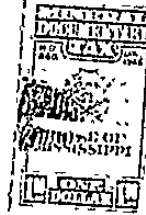
hereinafter referred to as grantee, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey, unto the said grantee the mineral royalty interest hereinafter set out affecting and relating to the following described lands in the County of Madison, State of Mississippi, to-wit:

TOWNSHIP 9 NORTH, RANGE 1 WEST

Section 13: The Southwest quarter (SW $\frac{1}{4}$).

Section 14: The Southeast quarter (SE $\frac{1}{4}$).

This conveyance is to be effective from first runs.



The royalty interests and rights herein sold, transferred and conveyed are:

(a) 1/32nd of 1/8th of the whole of any oil, gas or other minerals, except sulphur, on and under and to be produced from said lands; delivery of said royalties to be made to the purchaser herein in the same manner as is provided for the delivery of royalties by any present or future mineral lease affecting said lands

(b) The proportionate part of cents per long ton for all sulphur produced from said lands, payments therefor to be made monthly for sulphur marketed.

This sale and transfer is made and accepted subject to any oil, gas and mineral lease now affecting said lands, but the royalties hereinabove described shall be delivered and/or paid to the purchaser out of and deducted from the royalties reserved to the lessor in any such lease. This sale and transfer, however, is not limited to royalties accruing under any lease presently affecting said lands, but the rights herein granted are and shall remain a charge and burden on the land herein described and binding on any future owners or lessees of said lands and, in the event of the termination of any present lease, the said royalties shall be delivered and/or paid out of the whole of any oil, gas or other minerals produced from said lands by the owner, lessee or anyone else operating thereon

The grantor herein reserves the right to grant future leases affecting said lands so long as there shall be included therein, for the benefit of the grantee herein, the royalty rights herein conveyed; and the grantor further reserves the right to collect and retain all bonuses and rentals paid for or in connection with any future lease or accruing under the lease now outstanding.

TO HAVE AND TO HOLD said royalty rights unto the said purchaser forever, and the said grantor hereby agrees to warrant and forever defend said rights unto the said purchaser against any person whomsoever lawfully claiming or to claim the same.

WITNESS the signature of grantor, this the 10 day of July, 19 85

K. E. STALEY
K. E. STALEY

WITNESSES:
Clair L. Doyle
Paul B. Van R...

JOINT OR SINGLE ACKNOWLEDGMENT
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify, that on this day, before me, a Notary Public
duly authorized in the state and county aforesaid to take acknowledgments, personally appeared

K. E. STALEY
to me known to be the person who is described in and who executed the foregoing instrument and he

acknowledged before me that, being informed of the contents of the same, he voluntarily signed and delivered
the within and foregoing instrument on the day and year therein mentioned

Given under my hand and official seal, this 10th day of JULY, A.D. 1985



Deborah Ann Miles
Notary Public
(Title of Official)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 23, 1989
BOLDEN-THRU-GENERAL-IMS-UND
In and for the State of Florida at Large

WITNESS ACKNOWLEDGMENT
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF _____
COUNTY OF _____
I, a _____ in and for the aforesaid jurisdiction, hereby certify that _____

a subscribing witness to the foregoing instrument, known to me, appeared before me on this day, and being sworn, stated that _____

the grantor(s), having been informed of the contents thereof, voluntarily executed and delivered the same in his presence, and in the presence of the other
subscribing witness, on the day the same bears date, that he attested the same in the presence of the grantor(s), and of the other witness, and that such other
witness subscribed his name as a witness in his presence

(Subscribing Witness)

Given under my hand and official seal, this _____ day of _____, 19____

(Affix Seal)

(Title of Official)

My commission expires _____ in and for _____ County, _____

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 22 day of July, 1985, at 9:03 clock A.M., and
was duly recorded on the JUL 24 1985 day of JULY, 1985, Book No. 207 on Page 37. in
my office on the JUL 24 1985 day of JULY, 1985.
Witness my hand and seal of office, this the _____ of _____, 19____

BILLY V. COOPER, Clerk

By D. Wright, D.C.

ROYALTY DEED

FROM
K. E. STALEY
TO
DAN DUMONT

Dated 10 19____
County of Madison
State of Mississippi

This instrument was filed for record on the _____
day of _____, 19____ at _____
_____ and duly recorded in
Book _____ Page _____
of the _____ records of this office

County Clerk
By _____ Deputy
When recorded return to
Dan Dumont
605 Bel Air Boulevard, Suite 33
Mobile, Alabama 36606

DAN DUMONT
ATTORNEY AT LAW
SUITE 33, 605 BEL AIR BOULEVARD
MOBILE, ALABAMA 36606

Do not record above this line

WARRANTY DEED

INDEXED

THE STATE OF MISSISSIPPI

County of Madison

For and in consideration of Two Thousand and 00/100
/100 Dollars (\$ 2000.00)

the receipt of which is hereby acknowledged, I/or we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the State Highway Commission of Mississippi, a body corporate by statute, on State Project No. 79-1549-00-004-10, the following described land:

Begin at a point on the present Southeasterly right of way line of U. S. Highway 51; said point being 50.0 feet Southeasterly of and perpendicular to the centerline of State Project No. 79-1549-00-004-10 at Highway Survey Station 411 + 00; from said point of beginning, run thence 566° 40' East, a distance of 50.0 feet; thence run 523° 20' West along a line that is parallel with and 100.0 feet Southeasterly of the centerline of said project, a distance of 200.0 feet; thence run North 66° 40' West, a distance of 50.0 feet to said present Southeasterly right of way line; thence run North 23° 20' East along said present southeasterly right of way line, a distance of 200.0 feet to the point of beginning containing 0.23 acres, more or less, and being situated in the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 8 North, Range 2 East, Madison County, Mississippi.

For the same consideration above mentioned the Grantor's Covenant with the Grantee to adjust all existing fences to the boundary lines of the above described property within 30 days from the date hereof.

*R.A.B.
M.B.-B.
E.S.S.*

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim

whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures on the 10th Day of July, A. D.,

1985.

[Signature]

Robert A. Brown
Madeline B. Brown

STATE OF MISSISSIPPI

County of _____

This day personally appeared before me the undersigned authority, in and for the above named jurisdiction, the above named _____ and wife _____ who acknowledged that _____ signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____, A. D., 19____.

TITLE

(PLACE SEAL HERE)

STATE OF MISSISSIPPI
County of _____

This day personally appeared before me the undersigned authority, in and for the above named jurisdiction, the above named _____ and wife _____ who acknowledged that _____ signed and delivered the foregoing deed on the day and year therein mentioned.
Given under my hand and official seal this the _____ day of _____, A. D., 19____.

(PLACE SEAL HERE)

TITLE _____

STATE OF MISSISSIPPI
County of Hinds

Personally appeared before me, the undersigned authority, B. B. Sanders, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named Robert A. Brown and Madeline B. Brown, whose names are subscribed hereto, sign and deliver the same to the said State Highway Commission, a body corporate by statute, that he, this affiant, subscribed his name as witness thereto in the presence of the said Robert A. Brown and Madeline B. Brown on the day and year therein mentioned.

B. B. Sanders

Affiant

Sworn to and subscribed before me this the 11 day of July, A.D., 1985.

Benjamin F. Siff
Notary public Title

My Commission Expires March 8, 1987

RT 1, Box 1248
Madison, MS 39110

(PLACE SEAL HERE)



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 22 day of July, 1985, at 10:40 o'clock a. M., and was duly recorded on the JUL 24 1985 day of JUL 24 1985, 1985, Book No. 207 on Page 39 in my office. Witness my hand and seal of office, this the _____ of _____, 19____.



BILLY V. COOPER, Clerk

By D. Wright, D.C.

QUITCLAIM DEED

INDEXED

THIS INDENTURE made this 7th day of July,
A. D., 1985, between MR. W. G. COOK, SR. and MR W. G. COOK, JR.,
Grantors, and JOHN M. REED and MARTHA REED BLACK, Grantees.

WITNESSETH:

For and in consideration 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,
Grantors hereby grant, bargain, sell and convey and do by
these presents remise, quitclaim and release unto the said Grantees,
their heirs and assigns, all of the right, title and interest that
Grantors may presently own or hereinafter acquire in and to the
land and property owned by Dr. Sara Ruth Dean Fitchford, prior to
her death, wheresoever same may be lying or situated.

To have and to hold the above quitclaimed premises
together with all and singular the hereditaments and appurtenances
thereunto belonging or in any wise appertaining to said Grantees,
their heirs and assigns forever.

WITNESS MY SIGNATURE this the 7th day of July,

A. D., 1985.

W. G. Cook, Sr.
W. G. Cook, Sr., Trustee
Grantor

W. G. COOK, SR.
W. G. COOK, SR.

W. G. Cook, Jr.
W. G. Cook, Jr., Trustee
Grantor

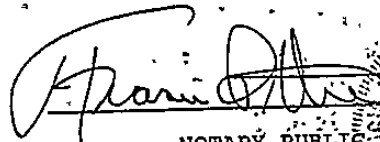
W. G. COOK, JR.
W. G. COOK, JR.

John M. Reed
John M. Reed, Trustee
Grantor

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the State and County aforesaid, the within named MR. W. G. COOK, SR. and MR. W. G. COOK, JR., who acknowledged that they signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned, for the purposes therein set forth as their own free act and voluntary deed.

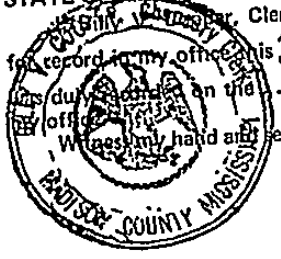
IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office on this the 2nd day of July, A. D., 1985


NOTARY PUBLIC
My Commission Expires October 16, 1985

My Commission expires:

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 22 day of July, 1985, at 1:10 o'clock P. M., and U. 24 1985 day of July, 1985, Book No. 207 on Page 42 in



Witness my hand and seal of office, this the 24 day of JUL, 1985,
BILLY V. COOPER, Clerk
By B. Wright, D.C.

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

Redeemed Under H.B. 547 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

John Reed

the sum of Eighteen & 99/100 DOLLARS (\$ 18.99) being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with columns: DESCRIPTION OF LAND, SEC., TWP, RANGE, ACRES. Row 1: 8 24 A in NW 1/4 NW 1/4 VAC, BR 126-394 BR 131-703, 705, 21, 9, 4E.

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

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 22 day of July 1985 Billy V. Cooper, Chancery Clerk.

(SEAL) By [Signature] D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 6.02
(2) Interest \$.48
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$.12
(4) Tax Collector Advertising - Selling each separate described subdivision as set out on assessment roll. \$ 1.25
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision, Total 25cents each subdivision \$.25
(7) Tax Collector - For each conveyance of lands sold to individuals \$1.00 \$ 1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 13.62
(9) 5% Damages on TAXES ONLY. (See Item 1) \$.30
(10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 - Taxes and costs only) 11 Months \$ 1.50
(11) Fee for recording redemption 25cents each subdivision \$.25
(12) Fee for indexing redemption 15cents for each separate subdivision \$.15
(13) Fee for executing release on redemption \$ 1.00
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
(15) Fee for issuing Notice to Owner, each \$2.00 \$
(16) Fee Notice to Lienors @ \$2.50 each \$1.00 \$
(17) Fee for mailing Notice to Owner \$4.00 \$
(18) Sheriff's fee for executing Notice on Owner if Resident \$
TOTAL \$ 16.82
(19) 1% on Total for Clerk to Redeem \$.17
(20) GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to pay accrued taxes as shown above \$ 16.99

Excess bid at tax sale \$ 15.42
Bradley Williams
Clerk Fee 1.57
Rec Roll 2.00
18.99

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 22 day of July 1985 at 1:15 o'clock P.M., and was duly recorded on the 24 day of JUL 24 1985, Book No 207 on Page 44. In witness my hand and seal of office, this the 22 day of July 1985.
BILLY V. COOPER, Clerk
By [Signature] D.C.



QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, JUANITA T. BRANDON, do hereby sell, convey, and quit claim unto ELSIE WILKERSON, the following described property lying and being situated in Madison County, Mississippi, to-wit: . .

A lot or parcel of land containing 0.2 acres, more or less, lying and being situated in the NE 1/4 SW 1/4 of Section 25, Township 12 North, Range 5 East, Madison County, Mississippi, being all that part of the NE 1/4 SW 1/4 of said Section 25 lying north of a country public road and more particularly described as follows: Beginning at a point on the north margin of a county public road that is 40 feet south of an iron pin representing the SE corner of the SE 1/4 NW 1/4 of said Section 25 and run North for 40 feet to said iron pin; thence West for 341.3 feet to a point on the north margin of said county road; thence Southeasterly along the north margin of said county road to the point of beginning.

WITNESS MY SIGNATURE this the 22nd day, of July, 1985.

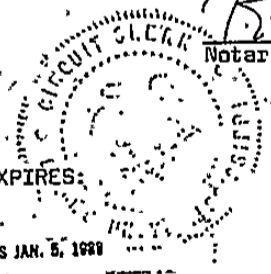
Juanita T. Brandon
Juanita Brandon
GRANTOR

STATE OF MISSISSIPPI
COUNTY OF LEAKE

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, JUANITA T. BRANDON, who acknowledged to me that she did sign and deliver the foregoing instrument on the date and for the purposed therein set forth.

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

Richard Pearson
Notary Public

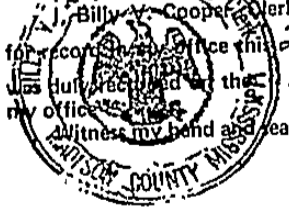


(SEAL)
MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES JAN. 5, 1988

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 22nd day of July, 1985, at 2:45 o'clock P. M., and duly recorded in the JUL 24 1985 day of JUL 24 1985, 1985, Book No 207 on Page 45 in my office on this JUL 24 1985 day of JUL 24 1985, 1985.
Witness my hand and seal of office, this the JUL 24 1985 day of JUL 24 1985, 1985.
BILLY V. COOPER, Clerk
By n. Wright, D.C.



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BOOK 207 PAGE 46

585J

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid me and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, JUANITA T. BRANDON, do hereby sell, convey, and quit claim unto MELVA T. McDANIEL, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 173.2 feet on the north side of a county public road, containing 2.5 acres, more or less, lying and being situated in the SE 1/4 NW 1/4, Section 25, Township 12 North, Range 5 East, Madison County, Mississippi, and more particularly described as follows: Beginning at an iron pin representing the SE corner of the SE 1/4 NW 1/4 of said Section 25, and run North for 374.8 feet to an iron pin; thence S 60° 58' W for 541.3 feet to an iron pin on the north margin of a county public road; thence S 49° 40' E along the north margin of said road for 173.2 feet to an iron pin; thence east for 341.3 feet to the point of beginning.

WITNESS MY SIGNATURES this the 22nd day of July, 1985.

Juanita T. Brandon
Juanita T. Brandon

GRANTOR

STATE OF MISSISSIPPI
COUNTY OF LEAKE

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, JUANITA T. BRANDON, who acknowledged to me that she did sign and deliver the foregoing instrument on the date and for the purpose therein set forth.

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

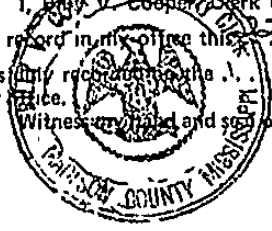
Rebecca Pearson
Notary Public

(SEAL)
MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES JAN. 5, 1986

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 22nd day of July, 1985, at 2:45 o'clock P. M., and was duly recorded on the 22nd day of JUL 24, 1985, 19....., Book No. 207 on Page 46, in my office.



Witness my hand and seal of office, this the of JUL 24 1985, 19.....
BILLY V. COOPER, Clerk
By B. Wright, D.C.

Final Record Book 10, Page 64

BOOK 98 PAGE 198

THIS DAY
FILED
JUL 19 1985
BILLY V. COOPER
Chancery Clerk
By *[Signature]*

5863 INDEXED

BOOK 207 PAGE 47
STATE OF MISSISSIPPI
MADISON COUNTY

IN THE CHANCERY COURT

JAMES L. SHIRLEY, Plaintiff
Versus
WILLIAM J. STEEN, Defendant

CIVIL ACTION FILE
NO. 27-233

J U D G M E N T

This cause coming on this day for hearing pursuant to prior Judgment of this Court rendered on the 23rd day of May, 1985, and upon the Commissioner's Report of Sale filed in this cause on July 9, 1985, and it appearing that pursuant to said Judgment that Billy V. Cooper, Chancery Clerk of Madison County, Mississippi, Special Commissioner herein, did advertise for sale that real estate situated in Madison County, Mississippi, described as:

E $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 9, Township 10 North, Range 4 East, Madison County, Mississippi, containing 20 acres, more or less

as directed by said Judgment, and that the sale of said property was held, within legal hours on June 24th, 1985, and that said property was sold to James L. Shirley for a cash bid in the amount of \$5,000.00, and it appearing further unto the Court and the Court finds:

That said Special Commissioner has agreed to accept a fee for his services in said capacity of \$100.00, and has released and relinquished any commissions, fees, or compensation as Special Commissioner herein in excess of \$100.00 to which he may be entitled by virtue of the statutes, or otherwise; and

That the Defendant is indebted to Plaintiff under the terms and provisions of that deed of trust upon the above described lands dated September 23, 1983, recorded in Land Record Book 520 at Page 756 thereof in the original principal amount of \$11,020.00

Rec. in Book 98 Page 198
The 19 day of July 1985
Billy V. Cooper C.C.
By *[Signature]* DE

Book 16, Page 61

plus interest thereon from September 23, 1983 at the rate of 7% per annum, in the amount of \$1,283.33; and is further indebted thereunder for an advance of \$215.33 paid to the Tax Collector of Madison County, Mississippi, on July 30, 1984, to pay the 1983 ad valorem taxes upon the above described land, with interest as provided by statute on the amount of said advance from July 30, 1984, in the amount of \$13.76, making a total of \$229.09, plus a reasonable attorney's fee which is hereby fixed by the Court in the amount of \$ 2,000⁰⁰, making a total of \$ 14,532⁴², plus the costs taxed or to be taxed herein including the fee of the Special Commissioner stated herein above; and

That the aforesaid bid of \$5,000.00 cash by Plaintiff at the aforesaid Special Commissioner's Sale be credited on the aforesaid indebtedness of \$ 14,532⁴² due Plaintiff by Defendant which leaves a deficiency due Plaintiff by Defendant of \$ 9,532⁴², plus the costs taxed or to be taxed herein including the fee of the Special Commissioner stated herein above; and

IT IS, THEREFORE, ORDERED AND ADJUDGED BY THE COURT:

(1) That the aforesaid sale by Billy V. Cooper, Chancery Clerk of Madison County, Mississippi, Special Commissioner, to James L. Shirley be and the same is hereby confirmed, and that said Special Commissioner shall be and he is hereby directed, authorized, and empowered to execute a deed to said purchaser conveying said property and containing substantially the same covenants and provisions contained in the proposed form of deed attached to the Commissioner's Report of Sale as Exhibit "C", and said Special Commissioner shall be and he is hereby finally discharged upon executing the aforesaid deed, the Court having found and ordered as stated herein above that the bid of \$5,000.00 by Plaintiff at said Special Commissioner's Sale be

Book 16, Page 4

BOOK 98 PAGE 206

BOOK 207 PAGE 49

credited against the aforesaid indebtedness due Plaintiff by Defendant; and

(2) That Plaintiff have and recover of Defendant the aforesaid deficiency due Plaintiff by Defendant in the amount of \$ 9,532.42, plus the costs taxed or to be taxed herein as aforesaid, with legal interest thereon from the date hereof, for all of which let execution issue.

(3) That the Final Record in this cause shall consist only of the aforesaid Judgment dated May 23, 1985, the Special Commissioner's Report of Sale, and this Judgment.

ORDERED AND ADJUDGED this 19th day of July, 1985.

Roy A. Montgomery
CHANCELLOR

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 19th day of July, 1985, at o'clock M., and was duly recorded on the 22nd day of July, 1985, Book No. 16 on Page 64 in my office.

Witness my hand and seal of office, this the 22nd of July, 1985.

BILLY V. COOPER, Clerk

By B. Slippin, D.C.

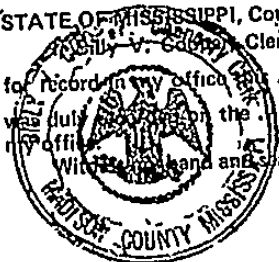
STATE OF MISSISSIPPI, County of Madison:

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 22nd day of July, 1985, at 2:55 o'clock P M., and was duly recorded on the 24th day of JUL 24 1985, 1985, Book No. 207 on Page 47 in my office.

Witness my hand and seal of office, this the 24th of JUL 24 1985, 1985.

BILLY V. COOPER, Clerk

By M. Wright, D.C.



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INDEXED

WARRANTY DEED

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, JACK A. AVERY, do hereby convey and warrant unto ROSCOE AYERS and KATHERINE AYERS, husband and wife, as joint tenants with right of survivorship and not as tenants in common, the following described property lying and being situated in the City of Canton, County of Madison, State of Mississippi, to-wit:

Lot Number 7 on the south side of West North Street when described with reference to map of the City of Canton, Mississippi, made by George & Dunlap in 1898 now on file in the Chancery Clerk's office for Madison County, Mississippi, reference to said map being here made in aid of and as a part of this description; Less and Except therefrom 20 feet evenly off the east side thereof and 25 feet evenly off the south side thereof.

The above described parcel of real estate fronts 80 feet on the south side of West North Street and extends south between parallel lines a distance of 175 feet.

This conveyance is subject to the following exceptions, to-wit:

1. Zoning Ordinance of the City of Canton; and
2. City, County and State ad valorem taxes for the year 1985

which shall be prorated as of the date of this conveyance.

WITNESS my signature, this the 22 day of July, 1985.

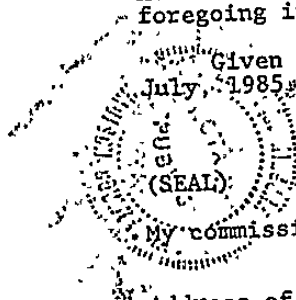
Jack A. Avery
Jack A. Avery

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named JACK A. AVERY 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 22 day of July, 1985.

Edward L. Kilgore
Notary Public

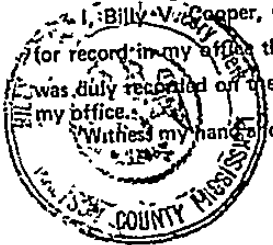


Address of Grantor: 229 West North Street, Canton, Mississippi 39046

Address of Grantees: 229 West North Street, 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 22nd day of July, 1985, at 4:30 o'clock P. M., and was duly recorded on the 22nd day of JUL 24, 1985, Book No 207 on Page 50 in my office.



JUL 24 1985, 19.....
BILLY V. COOPER, Clerk

By B. V. Cooper, D.C.

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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JANIE C. HARRIS, Grantor, does hereby convey and forever warrant unto FARM AND FOOD, N. V., a Netherlands Antilles Corporation, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

See Exhibit "A" attached hereto.

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

1. County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: ALL; Grantee: NONE.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property. The Grantor reserves unto herself all oil, gas and other minerals lying in, on and under the subject property she may own.
4. Rights-of-way and easements for roads, power lines, and other utilities.
5. A right of way conveyance from Bessie C. Sumrall to Southern Natural Gas Company dated June 4, 1930, and recorded in Book 7 at page 512 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
6. A right of way from J. S. Harris, Jr., to Mississippi Power and Light Company dated February 10, 1978, and recorded in Book 155 at page 123 in the records in the office of the aforesaid Chancery Clerk.
7. A right of way and easement from J. S. Harris, Jr., to

South Central Bell Telephone Company dated May 31, 1978, and recorded in Book 160 at page 811 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

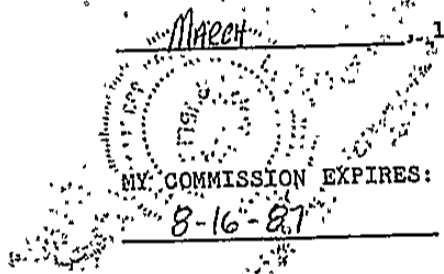
WITNESS MY SIGNATURE on this the 7th day of March, 1985.

Janie C. Harris
JANIE C. HARRIS

STATE OF MISSISSIPPI
COUNTY OF MADISON

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

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



W. J. Smith
NOTARY PUBLIC

Grantor:
P. O. Box 186
Madison, Mississippi 39110

Grantee:
P. O. Box 456
Madison, Mississippi 39110
P. O. Box 456
Madison, Mississippi 39110

458:4884/5350

LEGAL DESCRIPTION FOR PETER D. DE BEUKELAER

PROPOSED ROAD RIGHT-OF-WAY

A certain parcel of land lying and being situated in the Northwest 1/4 of Section 27, and the Northeast 1/4 of Section 28, all lying in Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds, to-wit:

Beginning at the northeast corner of the southeast 1/4 of said Section 28, run thence East along the south line of the northwest 1/4 of Section 27 for a distance of 1691.3 feet, more or less, to the centerline of Mississippi Highway 463; thence North 16 degrees 47 minutes West along the centerline of said Mississippi Highway 463 for a distance of 104.5 feet, more or less; thence leaving said centerline run West, 100 feet north of and parallel with the said south line of the northwest 1/4 of Section 27 for a distance of 1455.0 feet, more or less, to the Point of Curvature of a curve bearing to the left having a radius of 837.7 feet and a delta angle of 14 degrees 02 minutes; thence South 82 degrees 59 minutes West along the chord of said curve for a distance of 204.7 feet to the Point of a Reverse Curve bearing to the right having a radius of 837.7 feet and a delta angle of 14 degrees 02 minutes; thence South 82 degrees 59 minutes West along the chord of said curve for a chord distance of 204.7 feet to the Point of Tangency of said curve; thence West, 50 feet north of and parallel with the south line of the northeast 1/4 of said Section 28, for a distance of 471.8 feet; thence South 50 feet to the south line of the said northeast 1/4 of Section 28; thence East along the south line of the northeast 1/4 of said Section 28 for a distance of 678.0 feet to the Point of Beginning, containing 4.5 acres, more or less. (Highway not included.)

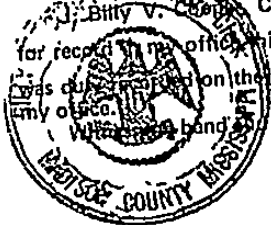
DATED: 2/7/85

SIGNED FOR IDENTIFICATION:

JANIE C. HARRIS

EXHIBIT "A"

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 22 day of July, 1985, at 4:50 o'clock P.M., and was duly recorded on the 22 day of July, 1985, Book No. 207 on Page 51 in my office. Witness my hand and seal of office, this the 24 day of July, 1985.

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

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QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, J. S. HARRIS, JR., Grantor, do hereby remise, release, convey and forever quitclaim unto DE BEUKELAER, CORPORATION, A Mississippi Corporation and FARM AND FOOD N.V., A Netherlands Antilles Corporation, Grantees, all of his estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to wit:

A certain parcel of land lying and being situated in the Northwest 1/4 of Section 27, and the Northeast 1/4 of Section 28, all lying in Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds, to wit:

Beginning at the northeast corner of the southeast 1/4 of said Section 28, run thence East along the south line of the northwest 1/4 of Section 27 for a distance of 1691.3 feet, more or less, to the centerline of Mississippi Highway 463; thence North 16 degrees 47 minutes West along the centerline of said Mississippi Highway 463 for a distance of 104.5 feet, more or less; thence leaving said centerline run West, 100 feet north of and parallel with the said south line of the northwest 1/4 of Section 27 for a distance of 1455.0 feet, more or less, to the Point of Curvature of a curve bearing to the left having a radius of 837.7 feet and a delta angle of 14 degrees 02 minutes; thence South 82 degrees 59 minutes West along the chord of said curve for a distance of 204.7 feet to the Point of Reverse Curve bearing to the right having a radius of 837.7 feet and a delta angle of 14 degrees 02 minutes; thence South 82 degrees 59 minutes West along the chord of said curve for a chord distance of 204.7 feet to the Point of Tangency of said curve; thence West, 50 feet north of and parallel with the south line of the northeast 1/4 of said Section 28, for a distance of 471.8 feet; thence South 50 feet to the south line of the said northeast 1/4 of Section 28; thence East along the south line of the northeast 1/4 of said Section 28 for a distance of 678.0 feet to the Point of Beginning, containing 4.5 acres, more or less. (Highway not included.)

The grantor reserves into himself all oil, gas and other minerals he may own in regard to the subject property.

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


J. S. HARRIS, JR.

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above stated, the within named J. S. HARRIS, JR., who stated and acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated.

GIVEN UNDER MY HAND and official seal this the 7th day of March, 1985.

W. J. Smith
NOTARY PUBLIC

MY COMMISSION EXPIRES:
8-16-87
Grantor:
P. O. Box 186
Madison, Mississippi 39110
458:899-5RE

Grantee:
P. O. Box 456
Madison, Mississippi 39110

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 22 day of July, 1985, at 4:50 o'clock P. M., and as my duty requires on the JUL 24 1985 day of JUL 24 1985, 1985, Book No. 207 on Page 54 in my office.
Witness my hand and seal of office, this the JUL 24 1985 of JUL 24 1985, 1985.
BILLY V. COOPER, Clerk
By D. Wright, D.C.



WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FARM AND FOOD CORPORATION, a Mississippi corporation, DE BEUKELAER CORPORATION, a Mississippi corporation, and FARM AND FOOD N. V., a Netherlands Antilles corporation, Grantor, does hereby convey and forever warrant unto JANIE LYN HARRIS, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

See Exhibit "A" attached hereto.

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

1. County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: ALL; Grantee: NONE.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines, and other utilities.

The subject property constitutes a 4.5 acre lot in a proposed subdivision which the Grantor intends to develop. It is understood and agreed by the Grantee that it may be necessary to change the location of the lot to some extent when subdivision plans and specifications are prepared, and the Grantee agrees that the Grantor may correct the legal description of the subject lot per the proposed plans and specifications.

The Grantors right to amend the legal description will cease and terminate five (5) years from date.

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

FARM AND FOOD CORPORATION,
a Mississippi corporation

By: [Signature]

DE BEUKELAER CORPORATION,
a Mississippi corporation

By: [Signature]

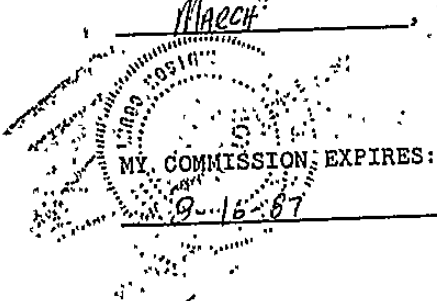
FARM AND FOOD N. V.,
a Netherlands Antilles Corporation

By: [Signature]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named _____ PETER DEBEUKELAER, who stated and acknowledged to me that he/she is the PRESIDENT of Farm and Food Corporation, a Mississippi corporation, and as such he/she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

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



W. S. Smith-Vain
NOTARY PUBLIC

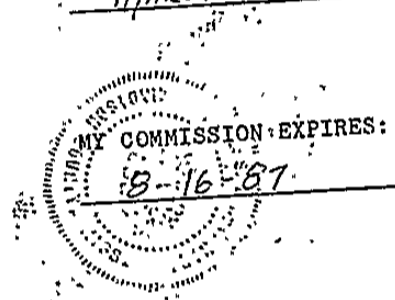
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in
and for the jurisdiction aforesaid, the within named _____
PETER DE BEUKELAER, who stated and acknowledged to me that
he/she is the PRESIDENT of De Beukelaer Corporation, a
Mississippi corporation, and as such he/she did sign and deliver
the above and foregoing instrument on the date and for the
purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 7th day of

MARCH, 1985.

W. G. Smith-Vain
NOTARY PUBLIC



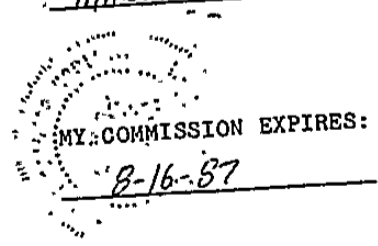
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in
and for the jurisdiction aforesaid, the within named _____
PETER DE BEUKELAER, who stated and acknowledged to me that
he/she is the MANAGING DIRECTOR of Farm and Food Corporation
N. V., a Netherlands Antilles corporation, and as such he/she
did sign and deliver the above and foregoing instrument on the
date and for the purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 7th day of

MARCH, 1985.

W. G. Smith-Vain
NOTARY PUBLIC



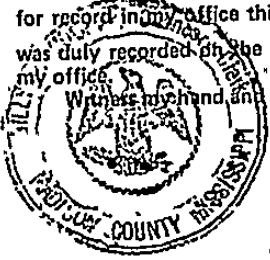
LEGAL DESCRIPTION FOR PETER D. DE BEUKELAER

4.5 ACRE LOT

A certain parcel of land lying and being situated in the Southwest 1/4 of Section 28, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds, to-wit:

Beginning at the northeast corner of the southeast 1/4 of said Section 28, run west along the north line of the southeast 1/4 of said Section 28 for a distance of 2640.0 feet to the northwest corner of the said southeast 1/4; thence south along the west line of the said southeast 1/4 for a distance of 1078.9 feet to the north right-of-way of a proposed street; thence South 51 degrees 47 minutes West along the north right-of-way of said proposed street a distance of 411.1 feet to the point of beginning of the property herein described; thence continue along the last mentioned call South 51 degrees 47 minutes West a distance of 557.0 feet; thence North 38 degrees 13 minutes West a distance of 351.9 feet; thence North 51 degrees 47 minutes East a distance of 557.0 feet; thence South 38 degrees 13 minutes East a distance of 351.9 feet to the Point of Beginning, containing 4.5 acres.

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 22 day of July, 1985 at 4:50 o'clock P. M., and was duly recorded on the 24 day of JUL 24 1985, 19....., Book No. 207 on Page 56 in my office.
 Witness my hand and seal of office, this the JUL 24 1985....., 19.....
 BILLY V. COOPER, Clerk
 By D. Wright....., D.C.



WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00); cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, 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 AMERICAN COLONIAL HOMES, INC., a corporation, the following land and property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

Lot 17, Kimwood Place Subdivision, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet B at Slide 60, reference to which map or plat is hereby made in aid of and as a part of this description.

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

AD VALOREM TAXES for the current year have been prorated between the Grantor and Grantee herein as of the date of this conveyance.

WITNESS ITS SIGNATURE, this the 19th day of July, 1985.

KIMWOOD PROPERTIES, a general partnership

BY: W. L. Slaughter
ITS: Partner

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

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

GIVEN under my hand and official seal of Office, this the 19th day of July, 1985.

J. Lee 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WILLIAMSBURG HOMES, INC.

BY: BRENT L. JOHNSTON, PRESIDENT

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of February, 1985, at 9:00 o'clock A.M., and was duly recorded on the 19 day of FEB. 25 1985, 19....., Book No. 203 on Page 79 in my office.
Witness my hand and seal of office, this the FEB 25 1985, 19.....
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 23 day of July, 1985, at 9:00 o'clock A.M., and was duly recorded on the 24 day of JUL 24 1985, 19....., Book No. 207 on Page 62 in my office.
Witness my hand and seal of office, this the JUL 24 1985, 19.....
BILLY V. COOPER, Clerk
By: M. Wright, D.C.

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned, J. C. REDD, by these presents, does hereby give, grant, sell, convey and warrant unto ELLEN R. BUCKLEY, an undivided three-hundredth (3/100) interest in the following described land lying and being situated in Madison County, Ms., to-wit:

"Overall description of a part of Lot 6, Block 34, Highland Colony Subdivision situated in Section 31, Township 7 North, Range 2 East, Madison County, Ms."

"Commence at an old existing fence corner, said corner being 1.4 feet West of an iron pin marking the apparent Northeast Corner of Lot 6, Block 34, of Highland Colony Subdivision, as recorded in the Chancery records of Madison County, at Canton, Ms.; run thence West along the North line of said Lot 6, Block 34, a distance of 198.0 feet to a point; said point being further the Point of Beginning for the description of a parcel of property described as follows:

Continue thence West along said North line of Lot 6, Block 34, Highland Colony Subdivision for a distance of 394.0 feet to a point; run thence South for a distance of 656.37 feet to a point on the North right-of-way line of County Line Road, as said road is now laid out and established (May, 1973); run thence North 89 degrees 55 minutes East along said North right-of-way line of County Line Road, for a distance of 387.34 feet to a point; run thence North 00 degrees 35 minutes East for a distance of 655.85 feet to the Point of Beginning."

"The above described parcel of land lying and being situated in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 31, Township 7 North, Range 2 East, Madison County, Mississippi, contains 5.88 acres, more or less."

A plat of the above described property is hereto attached and made a part hereof in aid of the description herein.

The above described property is conveyed subject to the following right-of-way in favor of Hinds County, Ms., being more particularly described as follows, to-wit:

Right of way recorded in Book 97 at Page 227 and Book 97 at Page 6. A thirty (30) foot right-of-way being 30' left and North and lying parallel and adjacent to the center line being described as follows: Beginning at the North right-of-way line of Ridgewood Road at Station 10 plus 37.5, thence South 89 degrees 30 minutes East for 1,289.53' to a point at Station 23 plus 27.03, said point being the East property line of Sarah Massey and West property line

of Ralph Landrum.

The above described property is conveyed subject to the zoning ordinances of Madison County, Ms. The property conveyed herein is zoned commercial.

There is excepted from the warranty hereof all taxes and assessments due and payable with respect to, or constituting a lien upon, the above described property on or after January 1, 1985, said taxes and assessments to be pro-rated as of the date of this conveyance.

The above described property does not constitute any part of the Grantor's homestead.

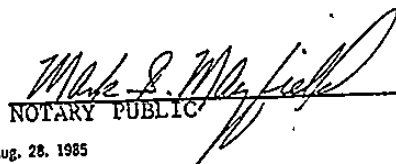
WITNESS the hand and signature of the Grantor hereto affixed this the 22nd day of July, 1985.


J. C. REDD

STATE OF MISSISSIPPI, COUNTY OF HINDS:

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named J. C. REDD, who acknowledged before me that he signed and delivered the foregoing instrument for the purposes recited on the date therein set forth.

GIVEN under my hand and the official seal of my office on this the 22nd day of July, 1985.

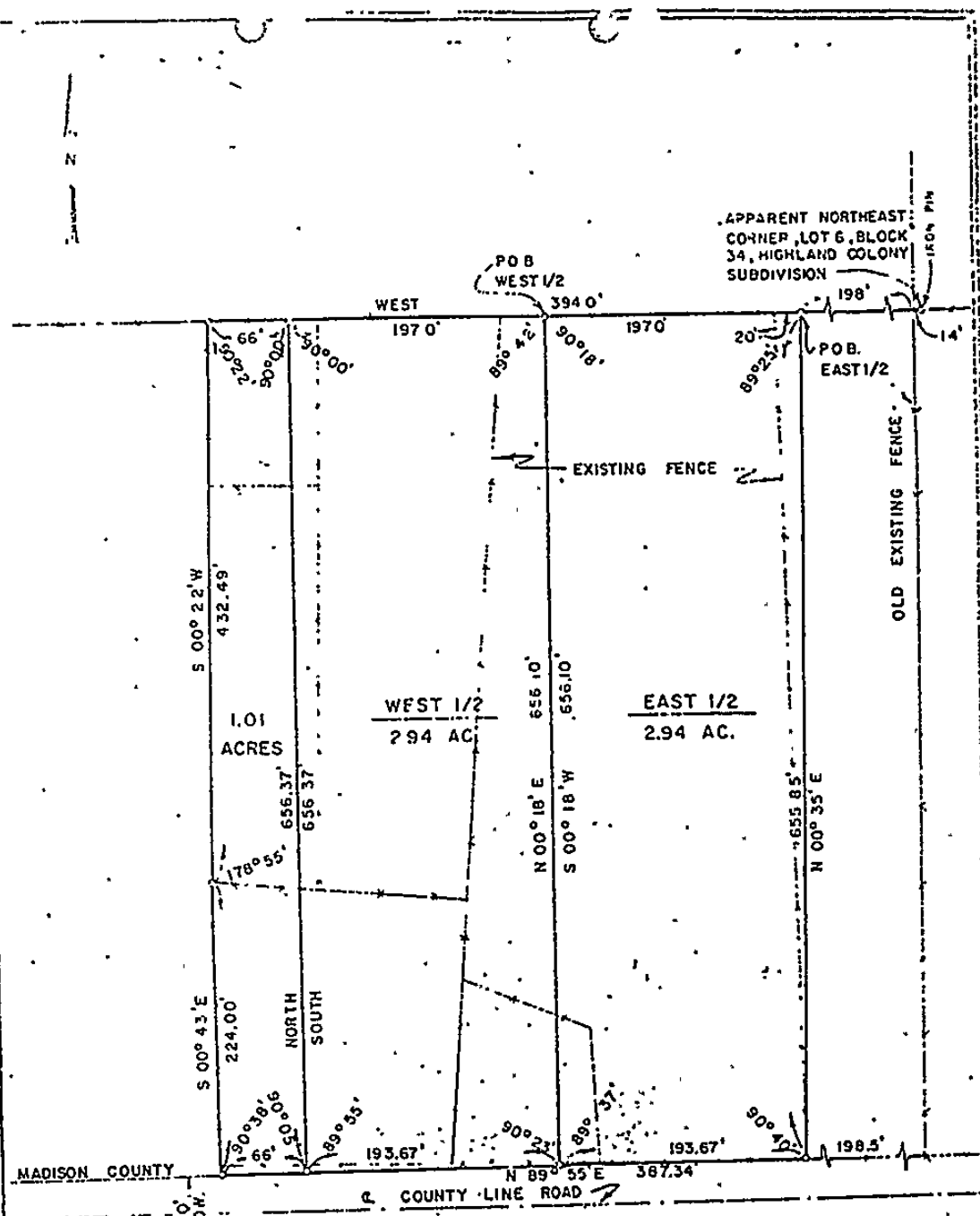

NOTARY PUBLIC

My Comm. Expires: My Commission Expires Aug. 28. 1985

Grantor M/A: J. C. Redd, 2631 Lake Circle, Jackson, Ms. 39211

Grantee M/A: Ellen R. Buckley, Route #2, Box #742, Columbus, Ms. 39701

BOOK 207 PAGE 67



BOOK 207 PAGE 68

MADISON COUNTY

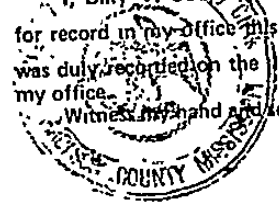
HINDS COUNTY

R. COUNTY LINE ROAD

LESTER ENGINEERING COMPANY
 JACKSON, MISSISSIPPI
 PLAT OF SURVEY
 PART OF LOT 6, BLOCK 34
 HIGHLAND COLONY SUBDIVISION
 SECTION 31, T7N, R2E
 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 23 day of July, 1985, at 9:00 o'clock A.M., and was duly recorded on the 24 day of July, 1985, Book No. 207, on Page 68 in my office.



Witness my hand and seal of office, this the 24 day of July, 1985.

BILLY V. COOPER, Clerk

By *H. Wright* D.C.

LIMITED POWER OF ATTORNEY

5871 INDEXED

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States of America, having an office for the conduct of business in Washington, D. C. constitutes and appoints DEPOSIT GUARANTY MORTGAGE COMPANY (Name of Lender)

its true and lawful Attorney, and in its name, place and stead and for its use and benefit, to execute, endorse and acknowledge all documents customarily and reasonably necessary and appropriate for (i) the appointment of a successor or substitute trustee(s) serving under a deed of trust for any reason in accordance with state law and the deed of trust, and (ii) the partial release, modification, discharge, extension, subordination, foreclosure, liquidation, satisfaction or full release of a mortgage, deed of trust or deed to secure debt (hereinafter referred to as "mortgage") including cancellation of the VA guaranty certificate, if any, and (iii) the conveyance of property acquired through foreclosure sales including endorsement of the note and the conveyance of property pursuant to a default and exercise of a power in a mortgage, and (iv) the sale, conveyance or assignment of a mortgage and note to the Secretary of Housing and Urban Development or the sale, conveyance or assignment of mortgage and note to an insurance company pursuant to a right of assignment in an insurance contract.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the power granted under this Limited Power of Attorney upon the exercise of such power of the attorney-in-fact that all conditions precedent to such exercise of power have been satisfied and that this Limited Power of Attorney has not been revoked unless an instrument of revocation has been recorded.

WITNESS the execution hereof this 24 day of July, 1975, by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, whose appointment was published at 24 C.F.R. 300.11, 37 F.R. 16799.

(Corporate Seal)

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

By: Vincent H. Nelson
Attorney-in-Fact Vincent H. Nelson

Signed, sealed and delivered in the presence of:

Dorothy Parker
Carol A. Stowers

This instrument prepared by:

c/o Government National Mortgage Association
100 Peachtree Street, NW
Atlanta, GA 30303

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

I, the undersigned Notary Public, lawfully authorized to take and certify this acknowledgment, in the next above State and County, hereby certify that before me therein this day came Vincent K. Nelson, Attorney-in-Fact for Government National Mortgage Association; that said individual so appearing before me is known to me to be the individual and Attorney-in-Fact of said Government National Mortgage Association, described in and who executed the foregoing instrument; and that said individual as Attorney-in-Fact acknowledged before me that his/her name is officially by him/her subscribed thereto; and that the same is the act and deed of said Government National Mortgage Association.

WITNESS my signature and official seal in said County and State this 23rd day of July, 1985.

[Signature]
Notary Public, Georgia at Large
My Commission Expires:
(SEAL)

(FL) Notary Public, Georgia, State at Large
My Commission Expires Oct. 5, 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 23 day of July, 1985, at 9:00 o'clock P.M. and was duly recorded on the 24 day of JUL 24 1985, 19....., Book No. 22 on Page 69 in my office.
Witness my hand and seal of office, this the..... of JUL 24 1985, 19.....
BILLY V. COOPER, Clerk
By [Signature]....., D.C.



INDEXED

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00); cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with that certain Property Settlement Agreement filed in Cause No. 26-537 in the Chancery Court of Madison County, Mississippi, I, MELISSA JANE GARY, Grantor, do hereby remise, release, convey and forever quitclaim unto MICHAEL E. PARK, Grantee, all of my estate, right, title and interest in and to the following described real property lying and being situated in Madison County, Mississippi, to wit:

Lot 21 Traceland North, Part IV, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 6 at page 19 thereof, reference to which Map or plat is hereby made in aid and as a part of this description.

By acceptance of this deed Grantee assumes and agrees to pay all liens and indebtedness covering the hereinabove described property.

WITNESS MY SIGNATURE on this the 10th day of July ~~1984~~ 1985

Melissa Jane Gary
Melissa Jane Gary

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above stated, the within named MELISSA JANE GARY, who stated and acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated.

GIVEN UNDER MY HAND and official seal this the 15th day of July, 1984.

Mary Elizabeth Barty
NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires Oct. 13, 1985

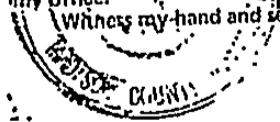
Grantor:

Grantee:

JRW

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 23 day of July, 1985, at 11:45 o'clock a. M., and was duly recorded on the JUL day of JUL, 1985, Book No. 207 on Page 71 in my office.



Witness my hand and seal of office, this the JUL 24 1985 of 1985.

BILLY V. COOPER, Clerk

By M. Wright, D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FARM AND FOOD N.V., A NETHERLANDS ANTILLES CORPORATION, Grantor, does hereby convey and forever warrant unto MICHAEL E. PALMER and wife, LORRAINE T. PALMER, as joint tenants with full rights of survivorship and not as tenants in common, Grantees, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

TRACT 1

Being situated in the SE1/4 of Section 28, T8N-R1E, Madison County, Mississippi and being more particularly described by metes and bounds as follows;

Commence at the Northeast corner of the said SE1/4 of Section 28, and run thence due South for a distance of 696.971'; run thence due West for a distance of 1029.869' to an iron pin which marks the Southeast corner of Lot 20 of New Castle (a proposed subdivision) and also marks the POINT OF BEGINNING for the parcel herein described; thence N 64°46'47"E for a distance of 394.52' to an iron pin; thence N 14°20'51"W for a distance of 279.57' along the Westerly right of way line of a proposed road; thence run 74.46' along the arc of 254.46 foot radius curve to the left in the said Westerly right of way line of a proposed road, said arc having a 74.198 foot chord which bears N 22°43'51"W; thence run 269.63' along the arc of 536.30 foot radius curve to the right in the Southerly right of way line of Dover Lane (under construction), said arc having a 266.80 foot chord which bears S 65°50'58"W; thence S 79°28'28"W for a distance of 88.0' along the said Southerly right of way line of Dover Lane to an iron pin which marks the Northeast corner of the said Lot 20 of New Castle; thence S 10°31'32"E for a distance of 388.70' along the East line of the said Lot 20 to the POINT OF BEGINNING, containing 3.034 acres more or less.

TRACT 2

Lot 20, New Castle Subdivision, in the County of Madison, Mississippi, as per Plat of record on Plat Slide B-78 in the office of the Chancery Clerk of Madison County, Mississippi.

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

1. County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows:

Grantor: 7 Months; Grantee: 5 Months.

2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

3. Reservations, conveyances and/or leases of record in

regard to the oil, gas and other minerals lying in, on and under the subject property.

4. A right of way and easement from Beulah H. Goodloe to Southern Natural Gas Corporation dated June 5, 1930 recorded in Deed Book 7 at page 505 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

5. Utility easements as shown on plat of New Castle Subdivision on Flat Slide B-78 in the office of the aforesaid clerk.

6. Protective Covenants dated July 1, 1985 and recorded in Book 564 at page 244 in the records of the aforesaid clerk.

The Grantee herein shall have the right of first refusal for a period of five (5) years from date to purchase six (6) acres which lies south of Tracts 1 and 2 herein, east of Lots 17 and 18, New Castle Subdivision and west of a proposed road to be extended southerly along a line which is an extension of the east line of Tract 1 and with the south line of said six (6) acres to be an east-west line which is a sufficient distance south of the South lines of Tract 1 and Tract 2 to include six (6) acres. A true and accurate survey of said six (6) acres shall be prepared for use in the legal description of any deed which may be required. The right of refusal is for such price as may be acceptable to the Grantor herein in any offer made in an arms length offer from a third party. Upon an acceptable offer, being made to the Grantor herein it shall give written notice of the terms and conditions of said offer to the Grantee herein at Post Office Box 438, Ridgeland, Mississippi 39158, and the Grantee shall have ten (10) days from the deposit of said notice in the U.S. Mail to exercise the right of refusal and purchase the property according to said terms and conditions.

WITNESS MY SIGNATURE on this the 25 day of July, 1985.

FARM AND FOOD N.V., A NETHERLANDS
ANTILLES CORPORATION

By: *Peter De Beukelaer*
Managing Director

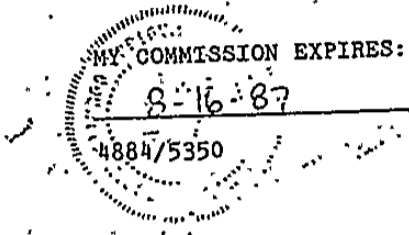
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid jurisdiction Peter De Beukelaer, who acknowledged to me that he is the Managing Director of Farm and Food N.V., a Netherlands Antilles Corporation, and that as such, he did sign and deliver the above and foregoing instrument on the

date and for the purposes therein stated in the name of, for and on behalf of the said corporation, he being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal on this the 23rd day of July, 1985.

W. J. Smith-Van
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 23 day of July, 1985, at 2:15 o'clock P. M., and was duly recorded on the JUL 24 1985 day of JULY, 1985, Book No. 207 on Page 72 in my office. Witness my hand and seal of office, this the JUL 24 1985 of JULY, 1985.
BILLY V. COOPER, Clerk
By Dr. W. Smith, D.C.



C
STATE OF MISSISSIPPI
COUNTY OF HINDS

BOOK 207 PAGE 75
WARRANTY DEED

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In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, JAMES H. MIKELL, and LOUISE G. MIKELL and warrant unto RICHARD O. PAINTER the following described land lying and being situated in Madison County, Mississippi, to-wit:

Lot Forty (40) of Lake Cavalier, Part Three (3), a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book 4 at page 13, reference to which is hereby made in aid and as a part of this description.

And for the same consideration, Grantor does hereby grant and convey unto said Grantee named above, and unto his successors in title, a non-exclusive, perpetual and irrevocable easement for the use of the surface of Lake Cavalier situated in Section 5 and 8, Township 7, Range 1 East, Madison County, Mississippi, for fishing, boating, swimming and water sports, subject to the terms, conditions and covenants contained in that certain instrument executed by Lake Cavalier, Inc., recorded in book 74 at page 70 in the office of the Chancery Clerk, Madison County, Mississippi.

And for the same consideration aforementioned, the undersigned does hereby grant and convey unto the aforementioned Grantee and his successors in title, a non-exclusive, perpetual and irrevocable easement over and across those certain areas forty feet in width designated "road" and "reserved for private road" on the plat of said subdivision and over and across any roadways heretofore improved and graveled by Grantor located upon adjoining land for purposes of ingress and egress to and from the public road which adjoins other lands in Lake Cavalier Subdivision.

There is excepted from this conveyance and from the warranty hereof, all oil, gas and other minerals in, on and under said land.

There is excepted from the warranty of this conveyance and this conveyance is hereby made subject to all zoning ordinances of Madison County, Mississippi, and to all of those same certain protective and restrictive covenants heretofore executed by Lake Cavalier, Inc. and of record in the office of the Chancery Clerk of Madison County, Mississippi in book 74 at page 70 thereof, it being specifically understood and agreed that said covenants shall be binding upon Grantee and his successors in title with like effect as if the particular lot hereby conveyed had been specifically mentioned in said covenants as being subject thereto, and the said covenants shall run with the land from this date until the expiration date set forth in said instrument. In addition to the aforementioned covenants, (anything contained in said covenants to the contrary notwithstanding) from this date until the expiration date of the aforementioned covenants, no dwelling shall be permitted on the lot hereby conveyed, the ground floor area of which dwelling, exclusive of one story open porches and garages shall be less than 900 square feet; no dwelling shall exceed two stories in height; and no building shall be located nearer than 100 feet to the front lot line of said lot. The lot line of said lot nearest to or abutting the water line of Lake Cavalier shall always be considered the front lot line of Lake Cavalier shall always be considered the front lot line of said lot, and any residence constructed on said lot shall be so constructed as to front or face the main body of Lake Cavalier.

BOOK 207 PAGE 76

Witness my signature, this May 2, 1985

STATE OF MISSISSIPPI
COUNTY OF HINDS

James H. Mikell
James H. Mikell
Louise G. Mikell
Louise G. Mikell

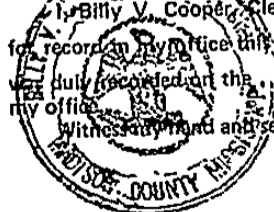
Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named JAMES H. MIKELL, and LOUISE G. MIKELL who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned, as and for his act and deed.

Witness my signature and official seal, this May 2nd, 1985.
My commission expires: July 24, 1985
My Commission Expires March 17, 1984

Notary Public
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 23 day of July, 1985, at 3:25 o'clock P.M., and was duly recorded on the 24 day of JUL 24, 1985, 19....., Book No. 207 on Page 75 in my office.



Witness my hand and seal of office, this the..... of JUL 24, 1985, 19.....

BILLY V. COOPER, Clerk

By..... D. W. Wright..... D.C.

ASSUMPTIVE WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, including the assumption and agreement to pay by the grantees herein as and when due the indebtedness as evidenced by that certain Deed of Trust executed by the grantor herein in favor of State Mutual Federal Savings and Loan Association, Jackson, Mississippi, dated February 28, 1983, and recorded in Land Deed of Trust Book 511 at Page 341, the receipt and sufficiency of which is hereby acknowledged, I, KARL M. BANKS, of 317 West North Street, Canton, Mississippi 39046, do hereby convey and warrant unto MOSZELL NICHOLS and wife, ANN REED NICHOLS, as tenants in common, of 320 Wilson Street, Canton, Mississippi 39046, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Lot 34, Revised Plat of North Wood Heights, Subdivision, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Plat Book 3, at Page 64, reference to which is hereby made in aid of and as a part of this description.

THE CONVEYANCE is made specifically subject to any zoning regulations of the County of Madison, Mississippi, presently in force together with any and all restrictive covenants, easements, dedication, and rights-of-way which affect the above described property.

WITNESS MY SIGNATURE, this the 23rd day of July, 1985.

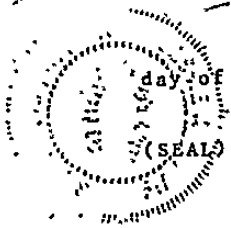
[Signature]
KARL M. BANKS

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state, the within named KARL M. BANKS, who, acknowledged that he signed and delivered

the foregoing instrument on the day and year therein mentioned as his act and deed.

Karl M. Banks
KARL M. BANKS



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

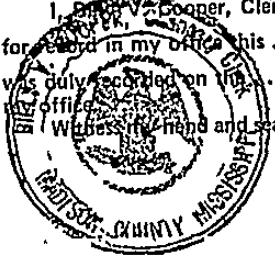
Bennie M. Davis
ROTARY PUBLIC
11-8-85

MY COMMISSION EXPIRES:

BOOK 207 PAGE 78

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 23 day of July, 1985, at 3:50 o'clock P. M., and was duly recorded on the JUL 24 1985 day of JUL 24 1985, 19....., Book No. 207 on Page 77 in my office. Witness my hand and seal of office; this the..... of....., 19.....



BILLY V. COOPER, Clerk

By.....B. W. Wright....., D.C.

SUBSTITUTED TRUSTEE'S DEED

WHEREAS, on February 27, 1984, a certain Deed of Trust was executed by James Leslie Sowell and Wife, Linda V. Sowell, Grantors, conveying the hereinafter described land and property securing a certain indebtedness therein described in favor of Canton Exchange Bank, Branch of First National Bank of Jackson, Beneficiary, which said Deed of Trust is recorded in Book 530 at Page 289 of the Land Records in the Office of the Chancery Clerk of Madison County at Canton, Mississippi; and

WHEREAS, Canton Exchange Bank, Branch of First National Bank of Jackson, the legal holder of said Deed of Trust and the note secured thereby, substituted Thomas I. Starling, Jr., as Trustee therein, in place of said original Trustee, as authorized by the terms thereof, by instrument dated May 29, 1985, and recorded in Book 559 at Page 744 in the records of the Office of the Chancery Clerk of Madison County at Canton, Mississippi; and

WHEREAS, the legal and proper Substituted Trustee's Notice of Sale was published in The Madison County Herald, a legal newspaper published in the City of Canton in Madison County, Mississippi, in its issues of June 13, June 20, June 27, and July 4, 1985, and was posted as provided by law on June 12, 1985; and

WHEREAS, on July 5, 1985, pursuant to said notice, the undersigned did offer for sale and did sell as provided by law and the Notice of Sale the said land and property to Canton Exchange Bank, Branch of First National Bank of Jackson, in consideration of the sum of \$242,000.00, cash, 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

the Substituted Trustee's Notice of Sale hereinabove referred to;

NOW, THEREFORE, I, Thomas I. Starling, Jr., as Substituted Trustee under said Deed of Trust, in consideration of the premises and the sum of \$242,000.00, cash in hand paid, and in accordance with all of the foregoing proceedings had and conducted, do hereby sell and convey to Canton Exchange Bank, Branch of First National Bank of Jackson, the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

All of the W1/2 of the SE1/4 which lies north and east of the Canton and Virililial Road and all of the E1/2 of the SW1/4 which lies north and east of the Canton and Virililial Road, all being in Section 22, Township 9 North, Range 2 East, and containing 141.42 acres, more or less.

The above described property being the same as the property acquired by the Grantors of said Deed of Trust by Warranty Deed from Mrs. Mary Belle Sowell Harrell, filed April 2, 1973, recorded Land Record Book 130 at Page 519, Madison County, Mississippi, on which is situated residence, silo, barn and Grantors' residence, whether properly described hereinabove or not.

WITNESS MY SIGNATURE on this the 23rd day of July, 1985.

Thomas I. Starling Jr.
Thomas I. Starling, Jr.
Substituted Trustee

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Thomas I. Starling, Jr., Substituted Trustee, who acknowledged that he signed and delivered the above and foregoing Substituted Trustee's Deed on the day and year therein mentioned as his own act and deed.

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

Albrose DeCarls
Notary Public

My Commission Expires:
My Commission Expires March 29, 1992

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed or recorded in my office this 24 day of July, 1985, at 9:00 o'clock AM, and was duly recorded on the JUL 24 1985 day of JUL 24 1985, 1985, Book No. 307 on Page 79 in my office.



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

BILLY V. COOPER, Clerk

By J. R. Wright D.C.

C

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SUBSTITUTED TRUSTEE'S DEED

WHEREAS, on January 20, 1982, a certain Deed of Trust was executed by James Leslie Sowell, Grantor, conveying the hereinafter described land and property securing a certain indebtedness therein described in favor of Canton Exchange Bank, Beneficiary, which said Deed of Trust is recorded in Book 496 at Page 621 of the Land Records in the Office of the Chancery Clerk of Madison County at Canton, Mississippi, said Deed of Trust having been assigned by Assignment recorded in Book 524 at Page 745 in the records of the Office of the Chancery Clerk of Madison County at Canton, Mississippi; and

WHEREAS, Canton Exchange Bank, Branch of First National Bank of Jackson, the legal holder of said Deed of Trust and the note secured thereby, substituted Thomas I. Starling, Jr., as Trustee therein, in place of said original Trustee, as authorized by the terms thereof, by instrument dated May 29, 1985, and recorded in Book 559 at Page 743 in the records of the Office of the Chancery Clerk of Madison County at Canton, Mississippi; and

WHEREAS, the legal and proper Substituted Trustee's Notice of Sale was published in The Madison County Herald, a legal newspaper published in the City of Canton in Madison County, Mississippi, in its issues of June 13, June 20, June 27, and July 4, 1985, and was posted as provided by law on June 12, 1985; and

WHEREAS, on July 5, 1985, pursuant to said notice, the undersigned did offer for sale and did sell as provided by law and the Notice of Sale the said land and property to Canton Exchange Bank, Branch of First National Bank of Jackson, in consideration of the sum of \$5,500.00 cash, 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 the Substituted Trustee's Notice of Sale hereinabove referred to;

NOW, THEREFORE, I, Thomas I. Starling, Jr., as Substituted Trustee under said Deed of Trust, in consideration of the premises and the sum of \$5,500.00, cash in hand paid, and in accordance with all of the foregoing proceedings had and conducted, do hereby sell and convey to Canton Exchange Bank, Branch of First National Bank of Jackson, the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Commence at a fence corner marking the northwest corner of the NE1/4 NE1/4 of Section 27, Township 9 North, Range 2 East, and run thence West 923.8 feet to an iron pin, being the point of beginning; thence South 219.5 feet to an iron pin on the North right of way line of Virililia Road; thence North 49 degrees 52 minutes West 340.6 feet along the North right of way line of said road to an iron pin; thence East 260.5 feet along an old fence line to the point of beginning, containing 0.656 acres, more or less.

The above described property being the same as the property acquired by the Grantor of said Deed of Trust by Warranty Deed from Sim C. Dulaney, Jr., dated September 28, 1981, duly recorded in the records of Madison County, Mississippi, whether properly described hereinabove or not.

WITNESS MY SIGNATURE on this the 23rd day of July, 1985.

Thomas I. Starling, Jr.
Thomas I. Starling, Jr.
Substituted Trustee

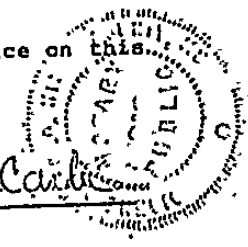
STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Thomas I. Starling, Jr., Substituted Trustee, who acknowledged that he signed and delivered the above and

foregoing Substituted Trustee's Deed on the day and year therein mentioned as his own act and deed.

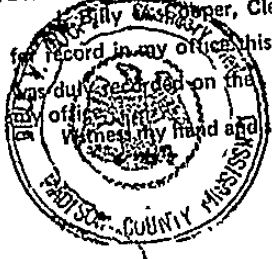
Given under my hand and official seal of office on this the 23rd day of July, 1985.

Deanne D. Carlin
Notary Public



My Commission Expires:
My Commission Expires March 29, 1989

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 24 day of July, 1985, at 9:00 o'clock AM, and was duly recorded on the 24 day of JUL 24, 1985, Book No. 207 on Page 2 in JUL 24 1985.
Witness my hand and seal of office, this the 24 day of July, 1985.



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

WARRANTY DEED

5913

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, A. H. HARKINS BUILDING CONTRACTOR, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto JAMES HARKINS BUILDER, 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 79 , 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 thereof, reference to which is here made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURE of the Grantor herein, this the 17th day of July, 1985.

A. H. HARKINS BUILDING CONTRACTOR, INC.

BY: A. H. Harkins

A. H. HARKINS, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

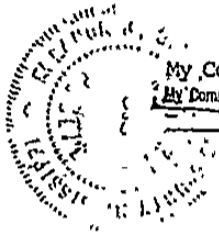
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named A. H. Harkins who acknowledged to me that he is the President of A. H. Harkins Building Contractor, Inc., a Mississippi corporation, and that he, as such President,

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

GIVEN Under my hand and official seal of office, this the 17th day of July, 19 85.

Eleanor J. Lipton
NOTARY PUBLIC

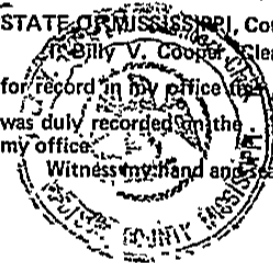
BOOK 207 PAGE 83



My Commission Expires:
My Commission Expires Aug. 23, 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 on the 24th day of July, 1985, at 9:00 o'clock A.M., and was duly recorded on the 24th day of JUL 24 1985, 19....., Book No 207 on Page 85 in my office.



Witness my hand and seal of office, this the..... of JUL 24 1985....., 19.....

BILLY V. COOPER, Clerk

By... *D. W. Wright*....., D.C.

WARRANTY DEED

5910

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

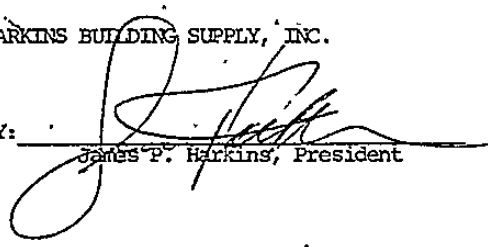
Lot 18, BROOKFIELD, PART II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Slide B-67 thereof, reference to which is here made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURE of the Grantor herein, this the 17th day of July, 1985.

HARKINS BUILDING SUPPLY, INC.

BY:  James P. Harkins, President

STATE OF MISSISSIPPI
COUNTY OF HINDS

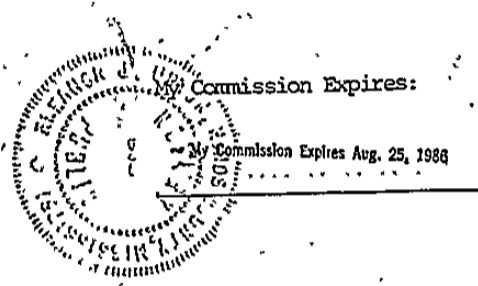
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named James P. Harkins, who acknowledged to me that he is the President of Harkins Building Supply,

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

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

BOOK 207 PAGE 88

E. L. ...
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 24 day of July, 1985, at 9:00 o'clock A.M. and was duly recorded on the 24 day of JUL 24 1985, 1985, Book No. 207 on Page 87 in my office on JUL 24 1985. Witness my hand and seal of office, this the ... of ... 1985.



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

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, HARKINS BUILDING SUPPLY, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto JAMES HARKINS BUILDER, 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 16, BROOKFIELD, PART II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Slide B-67 thereof, reference to which is here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 19__ 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 17 day of July, 1985.

HARKINS BUILDING SUPPLY, INC.

BY:  James P. Harkins, President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named James P. Harkins, who acknowledged to me that he is the President of Harkins Building Supply,

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.

BOOK 207 PAGE 59

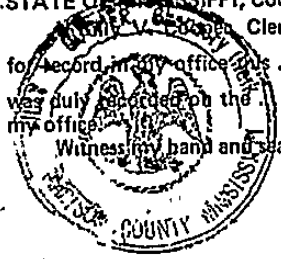
GIVEN under my hand and official seal of office, this the 17th day of July, 1985.

E. Leiman J. White
NOTARY PUBLIC



My Commission Expires:
Aug. 25, 1985

STATE OF MISSISSIPPI, County of Madison:



I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 24 day of July, 1985, at 9:08 clock A.M. and was duly recorded on the 24 day of JUL 24 1985, 1985, Book No. 207 on Page 89 in my office. Witness my hand and seal of office, this the JUL 24 1985, 1985.

BILLY V. COOPER, Clerk

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

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, HARKINS BUILDING SUPPLY, INC., a Mississippi corporation, acting by and through its duly authorized officer, does hereby sell, convey and warrant unto MIKE HARKINS BUILDER, 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 15, BROOKFIELD, PART II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Slide B-67 thereof, reference to which is here made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURE of the Grantor herein, this the 18th day of July, 1985.

HARKINS BUILDING SUPPLY, INC.

BY: James P. Harkins
James P. Harkins, President

STATE OF MISSISSIPPI
COUNTY OF HINDS

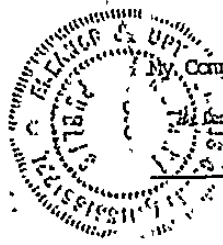
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named James P. Harkins, who acknowledged to me that he is the President of Harkins Building Supply,

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.

BOOK 207 PAGE 92

GIVEN under my hand and official seal of office, this the 18th day of July, 1985

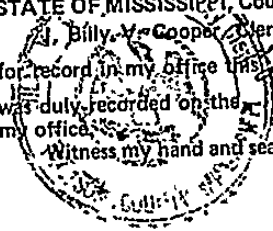
Elenora J. Upton
NOTARY PUBLIC



My Commission Expires:
Aug. 25, 1988

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24th day of July, 1985, at 9:00 o'clock A.M., and was duly recorded on the 24th day of July, 1985, Book No. 207 on Page 91 in my office.



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

BILLY V. COOPER, Clerk

By D. Wright, D.C.

MISSISSIPPI DEED

FHA Case #281-084434

INDEXED

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, SAMUEL R. PIERCE, JR., Secretary of Housing and Urban Development of Washington, D. C., hereby sells, conveys and warrants specially unto AARON LEE, of P. O. Box 80, Edwards, MS 39066 the following described real property situated in Madison County, Mississippi, to-wit:

Lot Five (5), PRESIDENTIAL HEIGHTS, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which map or plat is hereby made in aid of and as a part of this description.

SAID CONVEYANCE is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record and subject to any state of facts which an accurate survey would show.

TOGETHER WITH all and singular the rights, easements, hereditaments and appurtenances thereunto belonging.

BEING the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

THE ABOVE DESCRIBED property is conveyed SUBJECT to protective covenants, restrictive covenants, easements, conditions, and limitations, if any, now of record affecting the use or enjoyment of said property, and to the liens of all taxes, special assessments and levies of every kind and nature, if any, for the year 1985, and subsequent years, the payment of which said taxes, special assessments and levies is assumed by the Grantee herein.

IN WITNESS WHEREOF the undersigned on this 22nd day of February, 1985, has set her hand and seal as Deputy Chief, Loan Management and Property Disposition Branch, HUD Area Office, Jackson, Mississippi, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

WITNESSES:

Samuel R. Pierce, Jr.,
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Patricia Hall
Maude Anthony

BY: Charlotte H. Simpson
Charlotte H. Simpson, Deputy Chief, LM & PD Branch
Area Office
HUD Area Office, Jackson, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HINDS: ::::

PERSONALLY appeared before me, Addie L. Sledge, the undersigned Notary Public in and for said County, the within named Charlotte H. Simpson, who is personally well known to me and known to me to be the person who executed the foregoing instrument bearing date February 22, 1985, by virtue of the authority vested in her by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned as Area Office Deputy Chief, Loan Management and Property Disposition Branch for and on behalf of Samuel R. Pierce, Jr., Secretary of Housing and Urban Development.
GIVEN UNDER MY HAND AND SEAL this 22nd day of February, 1985.

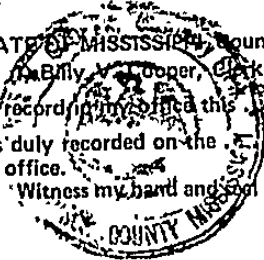
Addie L. Sledge
NOTARY PUBLIC

MY COMMISSION EXPIRES:

July 1, 1985

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24 day of July, 1985, at 9:00 o'clock A. M., and was duly recorded on the 207 day of July, 1985, Book No 207 on Page 93 in my office.
Witness my hand and seal of office, this the 24 of JUL, 1985.



BILLY V. COOPER, Clerk

By D. Wright, D.C.

CORRECTED 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, TREASURE COVE DEVELOPMENT CO., LTD., a Mississippi Limited Partnership, does hereby sell, convey and warrant unto RICKEY D. MEDLIN and SYLVIA B. MEDLIN, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in the County of Madison, State of Mississippi, to-wit:

Lot 32, Tide Water, Part 1, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B at Slot 54, reference to which is hereby made in aid of and as a part of this description.

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

THIS CONVEYANCE is subject to the terms and conditions of those certain restrictive covenants recorded in the office of the Chancery Clerk of the County of Madison, State of Mississippi, in Book 483 at Page 500, and Book 160 at Page 641.

THERE IS hereby granted to the grantees herein, and this conveyance is subject to that certain easement for ingress and egress to the private drive serving the above described property.

The following restrictions are hereby imposed on the above described property and shall be in addition to and supplement the Protective Covenants contained in Instrument dated April 2, 1981, and recorded in Book 483 at Page 500, and Instrument dated January 22, 1979, and recorded in Book 160 at Page 641, to-wit:

1. No dwelling shall be located nearer than two feet from one side lot line nor nearer than eight feet from the other or opposite side lot line. Nor shall any dwelling be located nearer than fifteen feet from the front lot line.
2. In addition to the general right of prior approval set forth in item 28 of the hereinabove Protective Covenants, the following restrictions shall also be applicable; each one-story dwelling shall be constructed with a roof with no less than 7/12 pitch. Each two-story dwelling shall be constructed with a roof of no less than 6/12 pitch. Each detached garage shall be constructed with a roof of no less than 5/12 pitch.
3. All driveways and parking pads constructed on the above described lot shall be to the rear of the dwelling house constructed or placed on said lot and used in conjunction with the private drive situated at the rear of said lot which is designated for vehicular ingress and egress to said lot. No driveways or parking pads shall be constructed in the area in front of the dwelling construction or placed on said lot.
4. Treasure Cove Development Co., Ltd. retains the right of prior approval of design and specifications for all structures to be constructed on the lots hereinabove, including, but not limited to, exterior plans, including the color of the structure, including brick and roof. Notwithstanding the type of construction of any foundation which may be used in connection of construction of a residence, a minimum of 18 inches of brick must be visible.
5. As and when driveways and/or alleyways may be constructed by Treasure Cove Development Co., Ltd., any purchaser of any lots agrees by the acceptance of the Warranty Deed to reimburse Treasure Cove Development Co., Ltd., for the cost thereof and to maintain such after construction.

THIS CORRECTED WARRANTY DEED is being executed for the purpose of correcting a prior Warranty Deed executed on June 23, 1983, wherein the general partner of Treasure Cove Development Co., Ltd., was set forth as "George H. Gregory, General Partner", wherein the correct name of said general partner should have been set forth as "George H. Gregory, Jr.", said Deed of Trust being recorded at Book 118, Page 731 in the land records of the Chancery Clerk of Madison County, Mississippi.

THIS CONVEYANCE is subject to prior reservations by predecessors in title of all oil, gas and other minerals in, on or under the above described property of record, if any.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer this the 29th day of April, 1985.

TREASURE COVE DEVELOPMENT CO., LTD.

BY: Brent L. Johnston
Brent L. Johnston, General Partner

BY: George H. Gregory, Jr.
George H. Gregory, Jr., General Partner

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STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for said county and state, the within named BRENT L. JOHNSTON and GEORGE H. GREGORY, JR., who acknowledged to me that they are General Partners of TREASURE COVE DEVELOPMENT CO., Ltd., a Mississippi Limited Partnership, and that for and on behalf of said partnership and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they being first duly authorized so to do.

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

Earline Sudduth
NOTARY PUBLIC

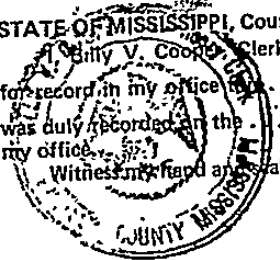
My Commission Expires:
My Commission Expires May 24, 1988

GRANTOR'S ADDRESS:
Route 2 Box 318-A
Jackson, MS 39213
P.O. Box 12618
Tomball, MS 39111

GRANTEE'S ADDRESS:
3148 Bridgeport Lane
Madison, MS 39110



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 24 day of July, 1985, at 9:00 o'clock A. M., and was duly recorded in the JUL 26 1985 day of JUL 26 1985, 1985, Book No 207 on Page 94 in my office. Witness my hand and seal of office, this the 26 day of JULY, 1985.
BILLY V. COOPER, Clerk
By [Signature]



CORRECTION 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, RON C. SMITH, Grantor, does hereby convey and forever warrant unto GARY J. MOUNT AND LYNNE H. MOUNT, as joint tenants with full rights of survivorship and not as tenants in common, Grantees, an undivided one-half (1/2) interest in the following described real property lying and being situated in Madison County, Mississippi, to-wit:

PARCEL I: Commencing at an iron pin that is North 89 degrees 59 minutes East, 1,138.14 feet from the Southwest corner of the Southeast Quarter of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi; thence North 753.0 feet to the point of beginning; thence East, 925.5 feet to a point; thence North 13 degrees 08 minutes West 246.4 feet to point; thence West 868.5 feet to a point; thence South 240.0 feet to a point of beginning, said parcel containing 4.94 acres, more or less.

PARCEL II: Commencing at an iron pin that is North 89 degrees 59 minutes East, 1,138.4 feet from the Southwest corner of the Southeast Quarter of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi; thence North 993.0 feet to the point of beginning; thence East 868.5 feet to an iron pin; thence North 13 degrees 08 minutes West 50.0 feet to an iron; thence North 12 degrees 48 minutes West, 309.5 feet to an iron pin; thence South 66 degrees 00 minutes West, 863.0 feet to an iron pin, being the point of beginning, said parcel containing 3.49 acres more or less.

PARCEL III: Commencing at an iron pin that is North 89 degrees 59 minutes East, 1,138.4 feet from the Southwest corner of the Southeast Quarter of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi, thence North 993.00 feet to the point of beginning; thence North 377.6 feet to a point; thence North 45 degrees East 364.6 feet to a point; thence South 24 degrees 47 minutes West, 474.5 feet to a point; thence South 66 degrees West, 500.00 feet to the point of beginning, said parcel containing 5.37 acres, more or less and being subject to an access easement 25 feet wide running parallel with the North line.


PARCEL IV: Commencing at an iron pin that is North 89 degrees 59 minutes East, 1,138.4 feet from the Southwest corner of the Southeast Quarter of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi, thence North 993.00 feet to a point;

thence North 66 degrees East 500.00 feet to the point of beginning; thence North 24 degrees 47 minutes West, 474.5 feet to a point; thence North 45 degrees East, 300.00 feet to a point; thence South 64 degrees 02 minutes East, 197.0 feet to a point; thence South 35 degrees 51 minutes East, 128.3 feet to a point; thence South 12 degrees 48 minutes East 310.4 feet to a point; thence South 66 degrees West 363.0 feet to the point of beginning, said parcel containing 4.86 acres, more or less, and being subject to an access easement 25 feet wide running parallel with the North line.

This Correction Warranty Deed is for the sole and specific purpose of correcting that certain Warranty Deed from Ron C. Smith and Nancy J. Ruhl to Gary J. Mount and Lynne H. Mount dated April 30, 1979, and recorded in Deed Book 162 at page 509 insofar as it pertains to the conveyance from the Grantor herein. The Grantor herein is one of the Grantors in the above referenced deed and he is also the Notary Public who acknowledged the signatures of the Grantors. Therefore, the acknowledgment is insufficient as to the signature of said Ron C. Smith and this Correction Warranty Deed is for the sole and only purpose of curing that defect.

The warranty herein is from and after April 30, 1979, and all exceptions set forth in Deed Book 162 at page 509 in the office of the Chancery Clerk of Madison County, Mississippi are incorporated herein by reference.

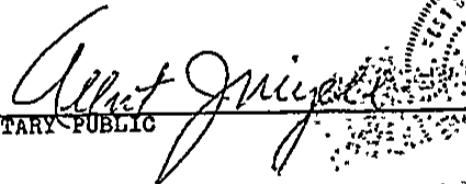
WITNESS MY SIGNATURE on this the 15 day of July, 1985.


RON C. SMITH

STATE OF LOUISIANA
PARISH OF WEST CALCAH

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

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 15 day of JULY, 1985.

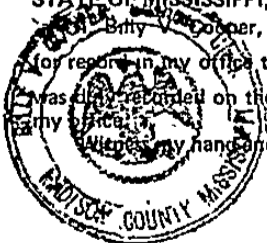

NOTARY PUBLIC

MY COMMISSION EXPIRES:
17 OCT 74

Grantor: _____ Grantee: _____

2399-1RE

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 24 day of July, 1985, at 2:00 o'clock P. M., and was duly recorded on the JUL 26 1985 day of JUL 26 1985, 1985, Book No. 207 on Page 97 in my office.
Witness my hand and seal of office, this the JUL 26 1985 of JUL 26 1985, 1985.
BILLY V. COOPER, Clerk
By D. Wright, D.C.



CORRECTION WARRANTY DEED

5923

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, NANCY BECK (formerly known as Nancy J. Ruhl), Grantors, does hereby convey and forever warrant unto GARY J. MOUNT AND LYNNE H. MOUNT, as joint tenants with full rights of survivorship and not as tenants in common, Grantees, an undivided one-half (1/2) interest in the following described real property lying and being situated in Madison County, Mississippi, to-wit:

PARCEL I: Commencing at an iron pin that is North 89 degrees 59 minutes East, 1,138.14 feet from the Southwest corner of the Southeast Quarter of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi; thence North 753.0 feet to the point of beginning; thence East, 925.5 feet to a point; thence North 13 degrees 08 minutes West 246.4 feet to point; thence West 868.5 feet to a point; thence South 240.0 feet to a point of beginning, said parcel containing 4.94 acres, more or less.

PARCEL II: Commencing at an iron pin that is North 89 degrees 59 minutes East, 1,138.4 feet from the Southwest corner of the Southeast Quarter of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi; thence North 993.0 feet to the point of beginning; thence East 868.5 feet to an iron pin; thence North 13 degrees 08 minutes West 50.0 feet to an iron; thence North 12 degrees 48 minutes West, 309.5 feet to an iron pin; thence South 66 degrees 00 minutes West, 863.0 feet to an iron pin, being the point of beginning, said parcel containing 3.49 acres more or less.

PARCEL III: Commencing at an iron pin that is North 89 degrees 59 minutes East, 1,138.4 feet from the Southwest corner of the Southeast Quarter of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi, thence North 993.00 feet to the point of beginning; thence North 377.6 feet to a point; thence North 45 degrees East 364.6 feet to a point; thence South 24 degrees 47 minutes West, 474.5 feet to a point; thence South 66 degrees West, 500.00 feet to the point of beginning, said parcel containing 5.37 acres, more or less and being subject to an access easement 25 feet wide running parallel with the North line.

PARCEL IV: Commencing at an iron pin that is North 89 degrees 59 minutes East, 1,138.4 feet from the Southwest corner of the Southeast Quarter of Section 9, Township 8 North, Range 1 West, Madison County, Mississippi, thence North 993.00 feet to a point;

thence North 66 degrees East 500.00 feet to the point of beginning; thence North 24 degrees 47 minutes West, 474.5 feet to a point; thence North 45 degrees East, 300.00 feet to a point; thence South 64 degrees 02 minutes East, 197.0 feet to a point; thence South 35 degrees 51 minutes East, 128.3 feet to a point; thence South 12 degrees 48 minutes East 310.4 feet to a point; thence South 66 degrees West 363.0 feet to the point of beginning, said parcel containing 4.86 acres, more or less, and being subject to an access easement 25 feet wide running parallel with the North line.

This Correction Warranty Deed is for the sole and specific purpose of correcting that certain Warranty Deed from Ron C. Smith and Nancy J. Ruhl to Gary J. Mount and Lynne H. Mount dated April 30, 1979, and recorded in Deed Book 162 at page 509 insofar as it pertains to the conveyance from the Grantor herein. The Grantor herein is one of the Grantors in the above referenced deed and at the time of her execution thereof, her signature was acknowledged by Ron C. Smith, the other Grantor in said deed, who was not a Notary Public at the time of said acknowledgement. Therefore, the acknowledgment is insufficient as to the signature of said Nancy J. Ruhl and this Correction Warranty Deed is for the sole and only purpose of curing that defect.

The warranty herein is from and after April 30, 1979, and all exceptions set forth in Deed Book 162 at page 509 in the office of the Chancery Clerk of Madison County, Mississippi are incorporated herein by reference.

WITNESS MY SIGNATURE on this the 15 day of July, 1985.

Nancy J. Beck (formerly Ruhl)
NANCY BECK (formerly known as Nancy J. Ruhl)

STATE OF MISSISSIPPI
PARISH OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named NANCY BECK (formerly known as Nancy J. Ruhl), who stated and acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 15th day of July, 1985.

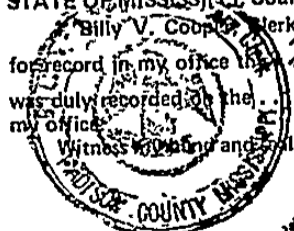
William R. Coates
NOTARY PUBLIC



Grantee:

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 24 day of July, 1985, at 2:01 o'clock P. M., and was duly recorded in the JUL 26 1985 day of JUL 26 1985, 1985, Book No. 207 on Page 99 in my office.



Witness my hand and seal of office, this the JUL 26 1985 day of JUL 26 1985, 1985.

BILLY V. COOPER, Clerk

By W. Wright D.C.