INDEXEDT

BOOK 207 PAGE 101

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, HERITAGE CORPORATION KNOWN AS HERITAGE CORPORATION OF AMERICA, A MISSISSIPPI CORPORATION, Grantor, does hereby convey and forever warrant unto GARY J. MOUNT and wife, LYNNE H. MOUNT, 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:

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 East, 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.

The exceptions set forth in Correction Warranty Deed recorded in Book 160 at page 549 in the office of the Chancery Clerk of Madison County, Mississippi, are incorporated herein by reference.

This correction deed has been executed and filed to correct the legal description used in the above referenced deed by correcting the call in Parcel III which reads "thence South 24 degrees 47 minutes West, 474.5 feet to a point..." to read thence South 24 degrees 47 minutes East, 474.5 feet to a point as was intended by the parties hereto. In all other respects, the deed referenced above shall remain unchanged.

The Grantees herein have joined in the execution of this Correction Warranty Deed as evidence of their consent to the

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BGOK 207 FACE 102

correction hereby made and their joinder in same.

WITNESS OUR SIGNATURES on this the 15 day of MARCH,
1985. HERITAGE CORPORATION ALSO KNOWN AS HERITAGE CORPORATION OF AMERICA
BY: Mount BY: Mount Gary J. Mount Lynne H. Mount
STATE OF LOUISIANA
PARISH OF <u>OUACHITA</u>
PERSONALLY APPEARED BEFORE ME, the undersigned authority in
and for the jurisdiction aforesaid, the within named M.L. COLEMAN
, who stated and acknowledged to me that
he/she is the PRESIDENT of Heritage Corporation
also known as Heritage Corporation of America and that 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 /S day of MARCH , 1985.
MY COMMISSION -EXPIRES:
AT DEATH

STATE OF Okio_
COUNTY OF Summer
PERSONALLY APPEARED BEFORE ME, the undersigned authority in
and for the jurisdiction aforesaid, the within named GARY J.
MOUNT and LYNNE H. MOUNT, who stated and acknowledged to me that
they did sign and deliver the above and foregoing instrument on

800K 207 PAGE 103

the date and for		
	r the purposes therein stated.	of
GIVEN UNDER	R, MY HAND AN OFFICIAL SEAZ,	
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	NOTARE 102-	
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A STATE OF THE STA	County of Madison:	un instrument w
STATE OF MISSISSIPPI	I, County of Madison: Clerk of the Chancery Court of Said County, certify that the with	on instrument w
STATE OF MISSISSIPPI	Clerk of the Chancer 7 COZ	on instrument w clock . P Q on Page/ 0.
to record in My office	this day of	Q.,on Page.V.
to record in My office	this day of	<i>Q…</i> ∕on Pag ợ. V. 3
to referr in My office	this day of	<i>Q…</i> ∕on Pag ợ. V. 3
to referr in My office	this day of	<i>Q…</i> ∕on Pag ợ. V. 3
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to report in monthise was in the province on the country manual m	this	Q., on Page V.

BOOK 207 PAGE 104 HARRAHTY 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, receipt and sufficiency of all of which is hereby acknowledged, 'the undersigned INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP, whose address is c/o Louis B. Gideon, 4 Old River Place, Suite D, Jackson, Mississippi 39202, does hereby sell, convey and warrant unto TED L. HARRIS and wife, CAROLYN J. HARRIS, as joint tenants with full rights of survivorship and not as tenants in common, whose address is 48 whather word the following land and property Y Nad son Mrs. 39/10. State of Mississippi, more situated in Madison County, particularly described as follows, to-wit:

Being situated in Lot 1A of INGLESIDE, a subdivision, the map or plat of which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in Slide B-69, reference to which is hereby made, and slide B-69, reference to which is hereby made, and being more particularly described by metes and bounds as follows:

Commence at the Northeast corner of the said Lot 1AM and run thence South 00 degrees 32 minutes 53 seconditions of the said Lot 1A to an Iron Pin which marks the POINT of the said Lot 1A to an Iron Pin which marks the POINT of BEGINNING for the parcel herein described; thence on tinue South 00 degrees 32 minutes 53 seconds West continue South 00 degrees 32 minutes 53 seconds West for a distance of 526.71 feet; thence due West for a for a distance of 15.72 feet; thence run 159.82 feet along distance of a 1088.26 foot radius curve to the left in the arc of a 1088.26 foot radius curve to the left in the centerline of Ingleside Road, said arc having a the said centerline of Ingleside Road, said arc having the said centerline of Ingleside Road, said arc having the said centerline of Ingleside Road, said arc having a 341.88 foot chord which bears North 32 degrees 47 a 341.88 foot chord which bears North 32 degrees 47 a 341.88 foot chord which bears North 65 degrees 22 minutes 37 seconds West; thence North 65 degrees 22 minutes 36 seconds East for a distance of 30.0 feet; minutes 56 seconds East for a distance of 30.0 feet; minutes 56 seconds East for a distance of 291.49 feet to the FOINT OF BEGINNING, containing 2.0 acres, more or less.

LESS AND EXCEPT: A thirty (30) foot wide easement along the West side of the above described parcel to Madison County for road right of way.

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

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

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

THIS CONVEYANCE is made subject to a perpetual right of way to Shell Pipeline Corporation thirty (30) foot in width for the construction and maintenance of a gas pipeline in Book 125 at

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

INGLESTDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP

MANAGING PARTNER

STATE OF MISSISSIPPI

COUNTY OF HINDS

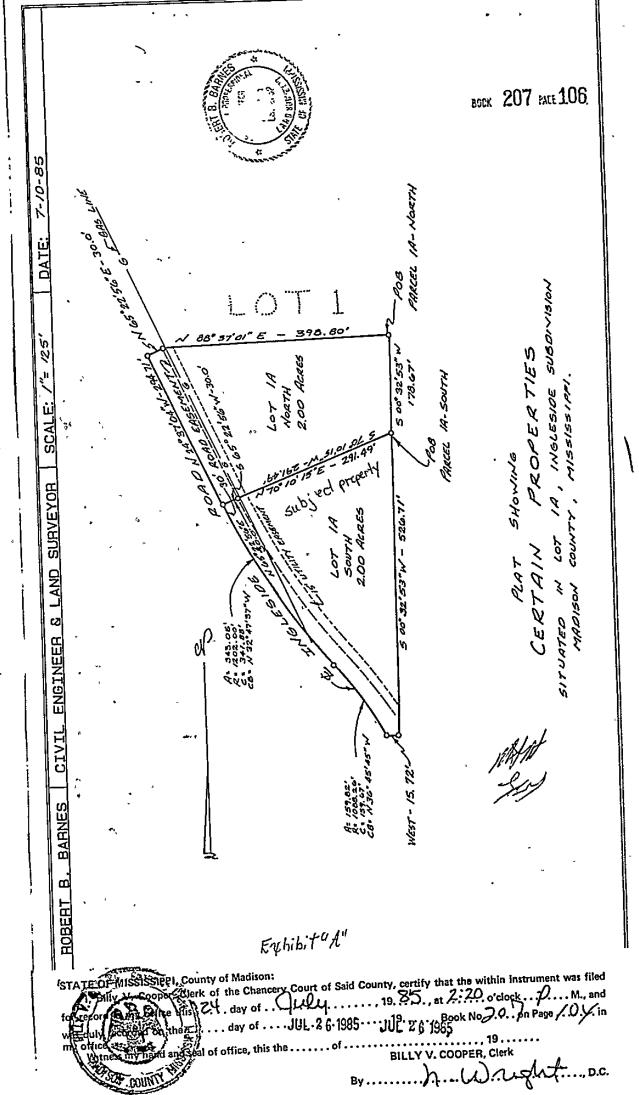
PERSONALLY came and appeared before me, the undersigned LOUIS B. GIDEON and WILLIAM S. HAMILTON, as Managing Partners, who acknowledged to and before me that they executed the above and foregoing deed for and in behalf of said INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP, and further acknowledged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

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the

NOTARY PUBLIC

My Commission Expires: My Commission Expires May 13, 1986

WD-Harris-S--INGLES



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BOOK 207 PAGE 107

WARRANTY DEED

cash in hand paid; and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP, whose address is c/o Louis B. Gideon, 4 Old River Place, Suite D, Jackson, Mississippi 39202, does hereby sell, convey and warrant unto TED L. HARRIS and wife, CAROLYN J. HARRIS, as joint tenants with full rights of survivorship and not as tenants in common, whose address is Warringsen, ...

The following land and property situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Being situated in Lot 1A of INGLESIDE, a subdivision, the map or plat of which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in Slide B-69, reference to which is hereby made, and being more particularly described by metes and bounds as follows:

Commence at the Northeast corner of the said Lot 1A, said Northeast corner being the POINT OF BEGINNING for the parcel herein described, and run thence South 00 degrees 32 minutes 53 seconds West for a distance of 178.67 feet along the East line of the said Lot 1A to an Iron Pin; thence South 70 degrees 10 minutes 15 seconds West for a distance of 291.49 feet to an Iron Pin; thence South 65 degrees 22 minutes 56 seconds West for a distance of 30.0 feet; thence North 24 degrees 37 minutes 04 seconds West for a distance of 294.71 feet along the centerline of Ingleside Road; thence North 65 degrees 22 minutes 56 seconds East for a distance of 30.0 feet; thence North 88 degrees 37 minutes 01 seconds East for a distance of 398.80 feet along the North line of the said Lot 1A to the POINT OF BEGINNING, containing 2.0 acres, more or less.

LESS AND EXCEPT: A thirty (30) foot wide easement along the West side of the above described parcel to Madison County for road right of way.

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

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

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

THIS CONVEYANCE is made subject to a perpetual right of way to Shell Pipeline Corporation thirty (30) foot in width for the construction and maintenance of a gas pipeline in Book 125 at Page 164.

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

> INGLESIDE ASSOCIATES A MISSISSIPPI

GENERAL' PARTNERSHIP

MANAGING PARTNER

STATE OF MISSISSIPPI

COUNTY OF HINDS

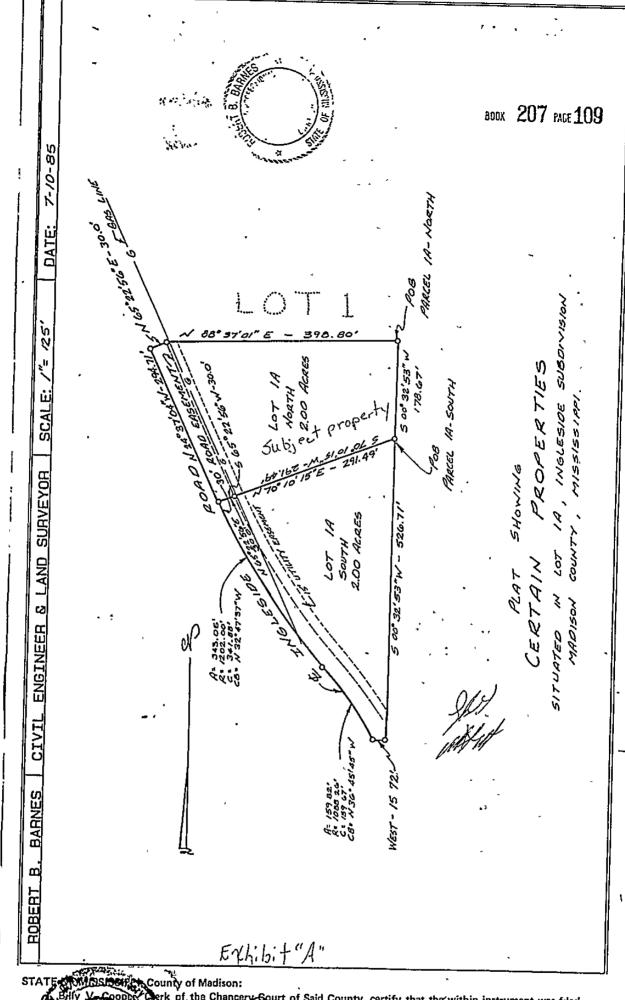
PERSONALLY came and appeared before me, the undersigned LOUIS B. GIDEON and WILLIAM S. HAMILTON, as Managing Partners, who acknowledged to and before me that they executed the above and foregoing deed for and in behalf of said INGLESIDE ASSOCIATES, A MISSISSIPPI GENERAL PARTNERSHIP, and further acknowledged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

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

My Commission Expires:

My Commission Expires May 13, 1986

WD-Harris--INGLES



STATE MAISSING County of Madison:

Billy V Cooper Cerk of the Chancery Court of Said County, certify that the within instrument was filed for forcery City corner tends of the Chancery County of Said County, certify that the within instrument was filed for forcery City corner tends of the Chancery County of Said County, certify that the within instrument was filed for forcery county of the Chancery County of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said County, certify that the within instrument was filed for forcery county of Said Count

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STATE OF MISSISSIPPI COUNTY OF MADISON

BOOK 207 PAGE 110

WARRANTY DEED

In consideration of TEN DOLLARS (\$10.00), cash in hand paid by the grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, LUCILLE P. WILLIAMS, do hereby convey and warrant unto HAVEN WILLIAMS, ROSCOE WILLIAMS, AND CELIA W. CARR the following described land lying and being situated in the County of Madison and State of Mississippi, to-wit:

Commencing at a point on the south line of the NE½ SE½ of Section 28, Township 7 North, Range 1 East, at a point 1881.7 feet west of the southeast corner of the NN½ SN½ of Section 27, Township 7 North, Range 1 East, and run thence west 1945.3 feet to an iron pin, thence north 8° 29' east 630.5 feet to the south line of the Natchez Trace right of way, thence south 83° 52' east along the south line of the Natchez Trace right of way 30.1 feet, thence north 58° 08' east along the south line of the Natchez Trace right of way 1408 feet to an iron pin, thence north 67° 52' east 520 feet, thence south 254.5 feet, thence west 125 feet, thence south 293.5 feet, thence east 282 feet, thence south 1019.5 feet to the point of beginning; containing 43.9 acres, more or less.

ALSO, a tract of land described as commencing at a point on the north line of Section 28, Township 7 North, Range 1 East, 253.3 feet west of the northeast corner of said Section 28, and run thence south 1466.9 feet to the north line of the Natchez Trace right of way, thence south 66° 48' west along the north line of the Natchez Trace right of way 265.6 feet, thence north 1562.8 feet to the north line of said Section 28, thence east 244.7 feet to the point of beginning; containing 8.5 acres, more or less.

Witness my signature, this the __ 19th day of _July

1985.

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said County and State, the within named LUCILLE P. WILLIAMS, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned, as and for her act and deed.

BOOK 207 PAGE 111

WITNESS MY HAND and official seal, this the 19th day of July 1985.

My Commission Expires:

August 19, 1987

5934

7441 Nº

RELEASE FROM DELINQUENT TAX SALE (INDIVIDUAL)

Approved April 7, 1932

DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON

1, Bijly V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from DOLLARS (S. 44.99.) 99 being the amount necessary to redeem the following described land in said County and State, to-wit: RANGE ACRES SEC. DESCRIPTION OF LAND to hereby release said land from all claim or title of said purchaser on account of said sale. taxes thereon for the year 19 IN WENESS WHEREOF, I have hereunto set my signature and the seal of said office on this the Billy V. Cooper, Chancery Clerk. , D.C. (SEAL) STATEMENT OF TAXES AND CHARGES State and County Tax Sold for (Exclusive of damages, penalties, fees) . Tax Collector's 2% Damages (House Bill No. 14, Session 1932) Tax Collector Advertising --- Selling each separate described subdivision as set out on assessment roll. (4) \$1 00 plus 25cents for each separate described subdivision (5) Printer's Fee for Advertising each separate subdivision (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision (7) Tax Collector-For each conveyance of lands sold to indivisduals S1 00 (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR (9) 5% Damages on TAXES ONLY. (See Item 1) (10) 1% Damages per month or fraction on 19 83 axes and costs (Item 8 -- Taxes and _Months (11) Fee for recording redemption 25cents each subdivision (12) Fee for indexing redemption 15cents for each separate subdivision (13) Fee for executing release on redemption . [14] Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$2 00, (15) Fee for issuing Notice to Owner, each_ @ S2,50 each (16) Fee Notice to Lienors_ (17) Fee for mailing Notice to Owner_ 54 00 (18) Sheriff's fee for executing Notice on Owner if Resident (19) 1% on Total for Clerk to Redeem (20) GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to pay accrued taxes as shown above Excess bid at tax sale \$ 0 PPI, County of Madison: eal of office, this the of JUL 26 1985 BILLY V. COOPER, Clerk By Dulegut D.C.

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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash paid in hand, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, NEW BELLUM HOMES, INC., does hereby sell, convey and warrant unto KENT ALLEN BEARD and KAREN EUBANKS BEARD, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in Madison County, Mississippi, to-wit:

Lot 28, Sandalwood Subidvision, Part V, a Subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B, Slide 74, reference to which is hereby made in aid of and as a part of this description.

Excepted from the warranty hereof are all restrictive covenants, rights-of-way, easements and mineral reservations and conveyances of record pertaining to said property.

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

WITNESS OUR SIGNATURES, this the 23 day of July, 1985.

NEW BELLUM HOMES, INC.

BY: Master & der Sebastian Giurintano

New Bellum Homes, Inc.

2042 meadowtrook Jackson, ms. 39211

Kent Alleń Beard and Karen Eubanks Beard 126 Sumac Drive Madison, Mississippi 39110 STATE OF MISSISSIPPI

COUNTY OF HINDS

personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named SEBASTIAN GIURINTANO, who acknowledged to me that he the President of New Bellum Homes, Inc. and that he signed and delivered the foregoing Warranty Deed on the day and year therein mentioned for and on behalf of said corporation and as its official act and deed, being duly authorized so to do.

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

Karen Kealey-Edwards
Notary Fublic

My Commission expires:

KARE OTTO

	STATE OF MISSISSIPPI, Co	unty of Madison:			
,	A BYRY Va Cooper, Cle	rk of the Chancery Court of	of Said County, certify that	the within instrument wa	as filed
	for record in my oblice his	24. day of . C. July	19. 💆 at 🗟	3.30 o'clock	M., and
	for record in my office his	day of JUL 2	6 1985 19 Bo	ok No A O. On Page . /	$\angle \widehat{S}_{in}$
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			BILLY V. CO	DEER, Clerk -	
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BOOK 207 PAGE 115

STATE OF MISSISSIPPI COUNTY OF MADISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, we, JOHN THORNTON, JR., and NOLA ROBINSON THORNTON, do hereby sell, convey and warrant unto EARNEST MCCOY SEALS and WILLIE M. SEALS the following described real property lying and being situated in Madison County, Mississippi,

A parcel of land lying and being situated in the SW 1/4 and the SE 1/4 of the NW 1/4 of Section 10, Township 10 North, Range 5 East, Madison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the SW Corner of the SW 1/4 of the SW 1/4 of said Section 10, Township 10 North, Range 5 East, Madison County, Mississippi; thence run East for a distance of 381.12 feet; thence run North for a distance of 275.63 feet; thence run North 85° 56' 38" East, 296.00 feet; thence run South for a distance of 296.64 feet; thence run East for a distance of 642.63 feet; thence run North for a distance of 1320.00 feet; thence run West for a distance of 1320.00 feet; thence run North for a distance of 1221.00 feet; thence run South for a distance of 2640.00 feet; thence run South for a distance of 2640.00 feet; thence run South for a distance of 2640.00 feet; to the Point of Beginning, containing 75 acres, more or less.

This conveyance is executed subject to the following exceptions:

- 1. Ad valorem taxes for the year 1985 shall be pro-rated with the Grantors paying 7 /12ths of said taxes and the Grantees paying 5 /12ths of said taxes.
- Zoning Ordinances and Subdivision Regulations of Madison County, Mississippi.

3. This conveyance and the warranty hereof are made subject to all zoning ordinances, subdivision regulations, building restrictions, restrictive covenants, easements, rights-of-way and mineral reservations of record, if any, pertaining to the above described property.

EXECUTED this the 18th day of July, 1985.

JOHN THORNTON, JR.

Mela Cabinara Santon

NOLA ROBINSON THORNTON

GRANTORS' ADDRESS:

Jechow Min 393/3

GRANTEE'S ADDRESS:

Brute 4 Bet 158-0

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named JOHN THORNTON, JR., and NOLA ROBINSON THORNTON, who acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

foregoing instrument on the day and year therein state of the state of July, 1985.

Mrs. William R. Lynch

(SEAL). MY COMMISSION EXPIRES: MY commission expires Nevember 29, 1985.

	In the following schedule, Hath Buyer and Seller acknowledges that n/2				
	bescription #4 Tullos Farms Inc. See attached visual aid Exhibit "A".	ELIND			
	5174 4 26.45 AC				
2.	PRICE. The purchase price of the property is				
7	Payable as follows.				
	Belence number of the second				
carr	Ted by setter at 10% simple interest with quantarily	•			
iib itic	n. No prepayment penalty	or			
3.	TAXES: Taxes for the current year are to be pro-rated as of the closing date				
£,	HAZARD INSURANCE. n/a				
	TITLE. The Seller is to furnish a warranty deed and a certificate of titte prepared by an attorney, upon whose certificate title insurance may be obtained from a title insurance company qualified to do and doing business in Mississippi Reasonable time shall be allowed for preparation of and examination of title Should examination of title reveal defects which can be cured, the Seller hereby obligates thimself to ture same as expeditiously as reasonably possible, and to execute and tender a general warranty deed conveying insurable title in accordance with the				
	terms hereof, except for the following items recorded at the Chancers Clerk's Office of Madison County: protective covenants, zoning ordinances, prior mineral reservations, and easements for public utilities. If				
	said title defects cannot be cured within 10 days after specified closing date, then Purchaser shall have the option of having his earnest money returned and being released from further liability hereon, or of having Seller complete the curing of same as expeditionally as possible.	•			
	Seller represents that the property may be bould not be homestoad				
	mental agency has served any notice requiring repairs, alterations or corrections of any existing condition except as stated herein.				
6.	SPECIAL LIENS. Special liens against the property shall be paid as follows If any, by Seller				
7.	POSSESSION. Possession of said property is to be delivered with deed				
		* •			
2.	DEPOSIT: Purchaser has deposited with FSCI ET \$4,025.00 as earnest money. The same is to be applied to the each down payment on closing of this transaction. If the title is not insurable as represented herein and cannot be cured or Selier is otherwise incapable of performing this contract, he centest money is to be returned to fine Purchaser. If title is found to be insurable as represented herein and the Purchaser. If this is found, to be insurable as represented herein and the Purchaser is approved on any ioan appecified as a contingency in this contract, and if the Purchaser fails to perform the terms of this contract, is of said earnest money to be retained by Broker, provided that the Broker's portion of any such forfeiture shell not exceed the commission he is entitled to under this contract, and Seller shall have he opion of treating the remaining by of said earnest money as liquidated damages for said breach, or, if he deems his actual damages to be in excess theretof, he may institute suit therefor in any court of competent jurishetical giving credit on said damages for said earnest money, specific performance being the essence of this contract. Owners (Sellers) of properties sold or exchanged under this contract arree to my Borker.	* .			
9.	,				
	chaser, or as soon thereafter as said insurable title can be affected as bereinsborn movided				
10	RESPONSIBILITY OF BROKER. This instrument is to contain all terms of this sale, and no representations have been made other than are herein contained. No agent or representative of Broker shall have any power to make any representations as to the property or any statement, unless and except fully embodied herein in writing. This instrument shall impose no obligation upon Broker, otherwise than in accordance with its terms, and no agent or representative of Broker has any authority otherwise than herein stated to do any act or thing other than herein set forth and Purchaser and Seller hereby represent to Broker that no agent or representation or done any act other than herein set forth				
11.	ACCEPTANCE. The Purchaser hereby represents that he has personally inspected and examined the above mentioned premises and all improvements thereon and recepts the property in its as is and present condition. Neither party has relied upon any statement or representation not embodied in this contract made by the other party or the sales representative bringing the parties together. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.				
12.	DAMAGE BY FIRE, ETC. This contract is further conditioned upon delivery of the improvements in their present condition, and in the event of material damage by fire or otherwise, before closing, Purchaser may declare the contract void and shall be entitled to the return of his carnest mone, or Purchaser may elect to complete the transaction in accordance with this contract, provided the property is restored by Seller at Seller's expense prior to closing of the sale.	*			
13.	ATTORNEY'S FEES If it becomes necessary to insure the performance of the conditions of this contract to employ an attorney then the defaulting party or parties agree to pay reasonable attorney fees and court costs therewith.				
14, '	therewith. SPECIAL PROVISIONS: Sale to close on or about August 8, 1985.				
- -		11/2			
		14, 1.			
		IXCV:			
	STATEMENT: Each undersigned party to this transaction acknowledges that he has read and understands this contract, and hereby acknowledges receipt of a copy of this document. When herein used the singular includes the plural, the masquine, and the feminine				
WITH SESS	M. Author Plesidut awhiting 19	M			
Tu]	los Farms, Inc. Sellers Purchasers	- \ \			
Subject to and holds	clearance of any check given, the undersigned Broker acknowledges receipt of the above mentioned earnest money the same in trust subject to the terms of this contract. d to CURTIS D. WHITTINGTON JR. BROKER	1/			

TRACT II. (Lot 4) Commence at the Northwest corner of the SE1 of NW1 of Section 20, Township 8 North, Range 1 East, Madison County, Mississippi, which is the point of beginning of the property herein described and from said point of beginning run thence North 81° 26′ West, a distance of 355.25 feet; thence North 17° 20′ West, a distance of 135.25 feet; thence North 17° 01′ West, a distance of 457 68 feet; thence North 80° 45′ East, a distance of 133.70 feet; thence South 81° 44′ East, a distance of 111.04 feet; thence North 76° 24′ East, a distance of 224.22 feet; thence North 67° 09′ East, a distance of 284.56 feet; thence North 56° 15′ East, a distance of 121.74 feet; thence South 51° 35′ East, a distance of 820.02 feet; thence North 89° 17′ East, a distance of 251.31 feet; thence South 00° 43′ East, a distance of 454.11 feet; thence South 89° 57′ West, a distance of 1,332.88 feet to the point of beginning, and all lying the being situated in the N1 of NIW1 of Section 20, Township 8 North, Range 1 East, Madison County, Mississippl.

Exhibit A"

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STATE OF MISSISSIPPI COUNTY OF MADISON

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PERSONALLY APPEARED before me the undersigned authority in and for said county and state, the within named David Cox
, one of the subscribing witnesses to the within and foregoing instrument, who being first duly sworn, deposed and saith that he saw the within named Curtis D. Whittington, Jr. whose name is subscribed thereto, sign and deliver the same to the said Tullos Farms, Inc.

subscribing witness sign the same in the presence of the said Curtis D. Whittington, Jr., and that he saw the other in the presence of each other, on the day and year therein mentioned. PERSONALLY APPEARED before me the undersigned authority in said county and state, the within named David Cox

A 150 SWORN TO and subscribed before me, this the 25 1/2 day of ., 1985.

My Commission Expires:

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for said county and state, C. M. TULLOS, who acknowledged that as president of TULLOS FARMS, INC., a corporation, he did sign and deliver the foregoing instrument on the day and year therein mentioned as and for the act and deed of said corporation, being first duly authorized so to do.

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

NOTARY PUBLIC

My Commission Expires:

E OF MISSISSIPPI, County of Madison:

By D. Wright D.C.

SOAS INDEXED

WARRANTY DEED

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

A certain parcel of land being a part of Lot 26, Tougaloo Addition, a subdivision situated in Section 36, T7N-RlE, Ridgeland, Madison County, Mississippi, being more particularly described as follows:

Commence at the Northwest corner of said Lot 26; run thence southerly along the West line of said Lot 26 for a distance of 286.0 feet to the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, turn thence left through a deflection angle of '90 degrees 00 minutes 00 seconds and run in an easterly direction for a distance of 140.0 feet; turn thence left through a deflection angle of 90 degrees 00 minutes 00 seconds and run in a northerly direction for a distance of 160.0 feet; turn thence right through a deflection angle of 90 degrees 00 minutes 00 seconds and run in an easterly direction for a distance of 189.69 feet to a point on the East line of a perpetual road easement; turn thence right through a deflection angle of 90 degrees 00 minutes 00 seconds and run in a southerly direction along said East line of a perpetual road easement for a distance of 341.46 feet; turn thence right through a deflection angle of 90 degrees 00 minutes 00 seconds and run in a westerly direction for a distance of 168.69 feet; turn thence right through a deflection angle of 90 degrees 00 minutes 00 seconds. and run in a northerly direction for a distance of 29.00 feet; turn thence left through a deflection angle of 90 degrees 00 minutes 00 seconds and run in a westerly direction for a distance of 161.00 feet to a point on the West line of said Lot 26; turn thence right through a deflection angle of 90 degrees 00 minutes 00 seconds and run in a northerly direction along the West line of said Lot 26 for a distance of 152.46 feet to the POINT OF BEGINNING.

The warranty of this conveyance is subject to the following:

 City of Ridgeland, County of Madison and State of Mississippi ad valorem taxes for the year 1985, which shall be

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Service of

prorated as follows: Grantor to pay as of the date of closing, and Grantee to pay thereafter.

- 2. An easement for utilities twenty (20) feet in width evenly off of the western-most boundary of the above described property, being 152.46 feet as shown on the survey prepared by Reynolds Engineering, Inc., dated May 2, 1985 (Revised May 20, 1985), being Project No. 85-034.
- 3. An easement for utilities twenty (20) feet in width evenly off the south end of 145.67 feet of the above described property immediately to the west of the right-of-way for Ridgewood Road, as shown on the survey prepared by Reynolds Engineering, Inc., dated May 2, 1985 (Revised May 20, 1985), being Project No. 85-034.
- 4. Easement along the 152.46 foot western-most boundary of the above described property for existing drainage from Grantor's property adjoining on the west the above described property.
- 5. Existing gas lines along east side of above described property adjacent to Ridgewood Road, as shown on survey prepared by Reynolds Engineering, Inc., dated May 2, 1985 (Revised May 20, 1985), being Project No. 85-034.
- 6. Restrictive Covenant that no fence or other permanent obstruction shall be constructed or placed within three feet of the 152.46 foot western-most boundary line of the above described property.
- 7. Covenant that existing electrical meters, gas meters and air conditioning compressors serving Grantor's property to the west of the described property will be undisturbed, and Grantor, its successors and assigns shall have access to such for purposes of servicing, repair, maintenance, replacement, and reading of meters.
- 8. Covenant that Grantee, its successors and assigns, will construct and maintain such protective barriers or devices as may be reasonably necessary on the 152.46 foot western-most boundary of the described property to protect Grantor's buildings and

appurtenances located west of the described property from damage by motor vehicles.

9. Right-of-way off the east side of the above described property for Ridgewood Road, as shown on the survey prepared by Reynolds Engineering, Inc., dated May 2, 1985 (Revised May 20, 1985), being Project No. 85-034.

WITNESS ITS SIGNATURE on this the 22nd day of May, 1985.

COUNTY LINE PLACE, IN

BY: NOUNT NO NOTAL

STATE OF MISSISSIPPI COUNTY OF MADISON ,

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, ROBERT B. DYESS, who stated and acknowledged to me that he is the President of COUNTY LINE PLACE, INC., and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, he being first duly authorized so to do.

of May, 1985.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Grantor: 1471 Canton Mart Road Jackson, MS 39211 Grantee: 217 West Main Street Gallatin, TN 37266

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of MississipPi, County of Madison:

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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, COUNTY LINE PLACE, INC., a Mississippi corporation, Grantor, does hereby sell, warrant and convey unto SHONEY'S, INC., Grantee, the following described real property lying and being situated in the City of Ridgeland, Madison County, Mississippi, to wit:

A certain parcel of land situated in part of Lot 26, Tougaloo Addition, a subdivision situated in Section 36, T7N-R1E, Ridgeland, Madison County, Mississippi, more particularly described as follows:

Commence at the Northwest corner of said Lot 26 and run thence southerly along the West line of said Lot 26 for a distance of 438.46 feet to the POINT OF BEGINNING; from said POINT OF BEGINNING, turn thence left through a deflection angle of 90 degrees 00 minutes 00 seconds and run in an easterly direction for a distance of 161.0 feet; turn thence right through a deflection angle of 90 degrees 00 minutes 00 seconds and run in a southerly direction for a distance of 199:34 feet to a point on a curve to the right, having a central angle of 3 degrees 19 minutes 43 seconds and a radius of 8,546.637 feet; turn thence right through a deflection angle of 94 degrees 26 minutes 02 seconds and run in a westerly direction along a chord of said curve for a distance of 161.48 feet to a point on the West line of said Lot 26; turn thence right through a deflection angle of 85 degrees 33 minutes 58 seconds and run in a northerly direction along the West line of said Lot 26 for a distance of 186.85 feet to the POINT OF BEGINNING.

The warranty of this conveyance is subject to the following:

- 1. City of Ridgeland, County of Madison and State of Mississippi ad valorem taxes for the year 1985, which shall be prorated as follows: Grantor to pay as of the date of closing, and Grantee to pay thereafter.
- 2. An easement twenty (20) feet in width evenly off the west side of the above described property for utilities.
- 3. An easement twenty (20) feet in width located nine (9) feet south of, and parallel to, the north end of the above described property for utilities.

BOOK 207 PAGE 124

- 4. An easement ten (10) feet in width evenly off the south end of the above described property for utilities.
- 5. Existing public utilities located and situated on the above described property, consisting of telephone cable, gas and water lines.
- 6. Restrictive Covenant that no fence or other permanent obstruction shall be constructed or placed within three feet of the west boundary line of the above described property.
- 7. Covenant that existing electrical meters, gas meters and air conditioning compressors serving Grantor's property to the west of the described property will be undisturbed, and Grantor, its successors and assigns shall have access to such for purposes of servicing, repair, maintenance, replacement, and reading of meters.
- 8. Covenant that Grantee, its successors and assigns, will construct and maintain such protective barriers or devices as may be reasonably necessary to protect Grantor's buildings and appurtenances located west of the described property from damage by motor vehicles.
- 9. Covenant that curb cut will be provided at the eastern boundary of the above described property onto County Line Road and shall be subject to joint entry-exit for the above described property and the property to the east of the above described property.

WITNESS ITS SIGNATURE on this the 22nd day of May, 1985.

COUNTY LINE PLACE, INC.

w. Kencurt

OBERT B. DYESS

STATE OF MISSISSIPPI

About the

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, ROBERT B. DYESS, who stated and acknowledged to me that he is the President of COUNTY LINE PLACE, INC., and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, he being first duly authorized so to do.

of May, 1985.

A COMMISSION EXPIRES:

Grantor: 1471:Canton Mart Road Jackson, MS 39211 k .

Grantee: 1727 Elm Hill Pike Nashville, TN 37202

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RIGHT-OF-WAY ABANDONMENT

PURSUANT TO authority of that certain Ordinance of the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, approved and adopted at the Second Regular July, 1985 Meeting thereof, as same appears of record in the Book of Ordinances of the City of Ridgeland, Mississippi, the following described property, constituting what has heretofore been designated as the right-of-way of Dyess Road in the City of Ridgeland, Mississippi, has been closed, vacated and abandoned, and County Line Place, Inc., a Mississippi corporation, being the sole abutting land-owner thereto, is the owner thereof by operation of law, to wit:

A certain parcel of land situated in and being a part of Lot 26, Tougaloo Addition, a subdivision situated in Section 36, T7N-R1E, Ridgeland, Madison County, Mississippi; said parcel of land contains 8,209.10 square feet or 0.1885 acres, more or less, and is more particularly described as follows:

Commence at the Northwest corner of said Lot 26 and run thence southerly along the West line of said Lot 26 for a distance of 536.21 feet to the POINT OF BEGINNING; from said POINT OF BEGINNING, turn thence left, through a deflection angle of 56 degrees 41 minutes 23 seconds and run in a southeasterly direction for a distance of 94.82 feet; turn thence left through a deflection angle of 18 degrees 51 minutes 27 seconds and run in a southeasterly direction for a distance of 84.43 feet; turn thence right through a deflection angle of 75 degrees 32 minutes 50 seconds and run in a southerly direction for a distance of 28.44 feet to a point on a curve to the right, having a central angle of 3 degrees 19 minutes 43 seconds and a radius of 8.546.637 feet; turn thence right through a deflection angle of 94 degrees 26 minutes 02 seconds and run in a westerly direction along a chord of said curve for a distance of 161.48 feet to a point on the West line of said Lot 26; turn thence right through a deflection angle of 85 degrees 33 minutes 58 seconds and run in a northerly direction along the West line of said Lot 26 for a distance of 89.10 feet to the POINT OF BEGINNING.

This instrument is executed and delivered to County

This instrument is executed and delivered to County Line Place, Inc., under authority of the Ordinance above described, and may be filed for public record as evidence of the action taken by the City of Ridgeland, Mississippi, and the ownership by

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County Line Place, Inc., for taxing and all other purposes of the land above described.

BY: HITE B. WOLCOTT, Mayor

MARGELLA CANNON, City Clerk

S. E.A. L.)

STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, HITE B. WOLCOTT and MARCELLA CANNON, the Mayor and City Clerk respectively of the City of Ridgeland, Mississippi, a municipal corporation organized and existing pursuant to the laws of the State of Mississippi, who stated and acknowledged to me that they did sign and deliver the above and foregoing RIGHT-OF-WAY ABANDONMENT on the date and for the purposes therein stated, they being first duly authorized so to do.

of ______, 1985.

R.E. Mattheun

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

| Billy V. County of Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office of the Chancery Court of Said County, certify that the within instrument was filed for record in my office of this county, certify that the within instrument was filed for record in my office of this county, certify that the within instrument was filed for record in my office of this county, certify that the within instrument was filed for record in my office of this county, certify that the within instrument was filed for record in my office of this county, certify that the within instrument was filed for record in my office of the Chancery County of Said County, certify that the within instrument was filed for record in my office of the Chancery County of Said County, certify that the within instrument was filed for record in my office of the Chancery County of Said County, certify that the within instrument was filed for record in my office of the Chancery County of Said County, certify that the within instrument was filed for record in my office of the Chancery County of Said County, certify that the within instrument was filed for record in my office of the Chancery County of Said County, certify that the within instrument was filed for record in my office of the Chancery County of Said County, certify that the within instrument was filed for record in my office of the Chancery County of Said County of S

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NOEXED"

AGREEMENT

witness, this Agreement, entered into on the day and date shown below, by and between County Line Place, Inc., a Mississippi Corporation, hereinafter referred to as "County Line Place," and Harold Skinner, hereinafter referred to as "Skinner," for the purpose of providing for the cancellation of those certain leases and/or agreements herein described, and making provision for the full, final and complete satisfaction, cancellation, release and discharge of any and all claims, demands, liabilities or actions arising thereunder, or incidental thereto affecting the parties, as follows:

- 1. For and in consideration of the payment by "County Line Place" of the sum of One Hundred Seventy-five Thousand and No/100 Dollars (\$175,000.00) to "Skinner," the receipt and sufficiency of which is hereby acknowledged by "Skinner," "Skinner" does hereby sell, warrant, transfer, assign and set over unto "County Line Place" all of the following:
- A. The building, structure, and appurtenances in which the business known as C & S Seafoods was located on County Line Road in Ridgeland, Madison County, Mississippi;
- B. The building, structure, and appurtenances in which the business known as Harold's Package Store was located on County Line Road in Ridgeland, Madison County, Mississippi;
- C. Lease Contract dated October 28, 1983, between T. Eugene Caldwell, as Lessor, and Harold Skinner, as Lessee, which said lease was assigned by T. Eugene Caldwell to County Line place, Inc., by instrument dated November 30, 1984; a copy of said lease is attached hereto, marked Exhibit "A" and incorporated by reference.
- D. Lease Contract dated February 24, 1977, between T. Eugene Caldwell, as Lessor, and The Rib Rack, Inc., as Lessee, and Amendment thereto dated March 6, 1978, which said lease was

assigned by T. Eugene Caldwell to County Line Place, Inc., by instrument dated November 30, 1984; a copy of said lease is attached hereto, marked Exhibit "B" and incorporated by reference.

- E. Lease Contract dated May 14, 1976, between T. Eugene Caldwell, as Lessor, and Harold Skinner, as Lessee, and memorandum thereof dated May 14, 1976, which lease was assigned by T. Eugene Caldwell to County Line Place, Inc., by instrument dated November 30, 1984; a copy of said lease is attached hereto, marked Exhibit "C" and incorporated by reference.
- 2. "Skinner" does hereby represent and warrant that he was the owner of the leasehold interests, and individually the holder of all rights, in and to the leases appearing as Exhibits "A", "B" and "C", at the time such were assigned to County Line Place, Inc., and that he had not otherwise assigned, set over, transferred or encumbered his rights therein, and that he is not aware of any claims, demands or actions pending or threatened affecting his leasehold rights or any improvements or fixtures located on the property covered by the said leases.
- 3. "Skinner" and "County Line Place" do hereby release, and discharge each, the other, from any and all claims, demands, causes or actions under the leases appearing as Exhibits "A", "B" and "C" hereto.
- 4. The parties hereto agree that the leases appearing as Exhibits "A", "B" and "C" are hereby cancelled, and terminated as of this date, and neither party shall have any liability to the other arising thereunder.
- 5. As to any past events or occurrences arising under the leases appearing as Exhibits "A", "B" and "C", it is agreed that each party is hereby released and fully and finally discharged from such, and neither party shall make claim or demand against the other arising prior to this date under any of the described leases.

6. The provisions of this Agreement shall inure to, and be binding on, the heirs, assigns and devisees of the parties hereto.

IN WITNESS WHEREOF, we have hereunder set our signatures on this the 24% day of April, 1985.

COUNTY LINE PLACE, INC.

Y: //

Haull Shim

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named ROBERT B. DYESS, the President of COUNTY LINE PLACE, INC., 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, he being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 24th day of April, 1985.

RE. Watthews

MY-COMMISSION EXPIRES:

STATE OF MISSISSIPPÍ

COUNTY OF MADISON

S. S. Sammer

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(SEATE)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named HAROLD SKINNER, 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 24th day of April, 1985.

N.C. Matthews

My COMMISSION EXPIRES:

PARTIES:

This Lease Agreement entered into, in duplicate, on this date by and between T. EUGENE CALDWELL, an individual, whose mailing address is 1230 St. Ann Street, Jackson, Mississippi 39202, hereinafter referred to as LESSOR; and HAROLD SKINNER, an individual, whose mailing address is 103 Coachmans Road, Madison, Mississippi 39110, hereinafter referred to as LESSEE, WITNESSETH,

IN CONSIDERATION of the covenants and subject to the conditions herein contained, the parties do hereby mutually contract as follows:

I,

DESCRIPTION OF PREMISES:

Lessor does hereby demise and lease unto Lessee, the land and property situated in the City of Ridgeland, and in Madison County, Mississippi, described as follows, to-wit:

A rectangular tract of land situated in Lot 26
Tougaloo Addition, in Section 36, Twp. 7 N. Rge
1 E, a plat of said Tougaloo Addition being or
record in Book AAA at page 148, of the records
in the office of the Chancery Clerk of Madison
County, Mississippi, said tract of land being
described as follows, to-wit:
Commencing at a point on the North right of way
line of County Line Road, as said road is now
(May 1977) laid out and established, said point
being 58.6 feet north of and 72.8 feet west of
the Southeast corner of Section 36, T7N, R1E,
Madison County, Mississippi; continue thence
north 75°10' west and along said north right of
way line of County Line Road for a distance of
98 feet to a point; run thence North 01°51' East
for a distance of 174 feet to the point of
beginning; Continue thence North 01°52' East for
a distance of 110 feet to a point; run thence East
for.a distance of 40 feet to a point; run thence
South 01°52' West for a distance of 110 feet to
a point; run thence West for a distance of 40 feet
to the point of beginning.

It is the intention of the parties that the North

It is the intention of the parties that the North boundary line in the foregoing description shall be 10 feet north of the North wall of the existing building as located this date; and that the East boundary shall be 10 feet east of the East wall, and said East wall extended southerly, of

EXHIBIT "A"

said building as now located, so as to provide access to rear entrance of said building.

Lessor may add additional area to the aforesaid 10. feet east of the wall so as to provide access to rear entrance of the existing building and to the rear entrances of any buildings which may be constructed on land east of the premises hereby leased.

II.

TERM:

The term of this lease shall be for a period of ten ._____1983___and (10) years, commencing November 1 terminating October 31 1993, and subject to the conditions set forth in Paragraph III and subsequent paragraphs.

Lessee agrees to pay as rent for said premises the RENT: sum of \$500.00 per month as base or firm rent, and hereinafter referred to as firm rent, and shall be payable in advance on the first day of each month during the term of this lease and day to tracke try much without any renewal hereof.

PERCENTAGE

In addition to the aforesaid firm rent Lessee agrees to pay Lessor monthly, an amount equal to two (2%) percent of RENT: the gross sales in excess of \$17,500.00 for each month. A report of the gross sales shall be made and the additional percentage rent shall be paid within ten (10) days after the last day of each month during the term of this lease, and within ten (10) days after the last month of this lease; or the last month of any renewal hercof.

In computing the percentage rent the term "gross sales" shall mean and include the actual sales of all merchandise sold on or catered from the leased premises and all merchandise sold · using the tax number, account number, or licenses or permits

assigned Lessee on the leased premises; and shall include all revenue received from telephones, pin-ball machines, slot machines, pool tables, musical machines, television, video and electronic games and machines. There is excepted from gross sales Mississippi State Sales Tax and any sale of fixtures or equipment used by Lessee on the leased premises.

Lessee shall use cash registers with tapes or other mechanical devices, to record gross sales, and retain tapes and mechanical records of gross sales. Lessor is to have the privilege of inspecting the recording devices used by Lessee. Lessor shall have the previlege of having audits made of the gross sales covering any period of time. Should it be ascertained that the gross sales were not accurately reported, and that the difference in the gross sales reported and the gross sales actually made result in an additional rent covering any period of time for as much as \$100.00 due by

Lessee to Lessor, then and in that event, Lessee shall be required to pay the expenses of the audit and any additional percentages due, with 10% interest per annum. Should the difference in the gross sales reported and the gross sales actually made result in an additional rent covering any period of time for as much as \$200.00, Lessor, may at its option, terminate this Lease.

USE:

The premises are let to Lessee for use as a seafood restaurant and retail seafood market and shall have the right to also sell "steaks and lobster" combinations and chicken, other than barbeque chicken. Nothing is to prevent Lessee from serving slaw, salads, and potatoes with seafood, steak and lobster combinations, and chicken other than barbeque. Lessee shall not engage in or permit the leased premises to be used in any business which is in direct competition in the sale and marketing of food and drinks with other businesses located in Lot 26 Tougaloo Addition aforesaid. As long as the principal use of the premises is for a seafood restaurant and retail seafood market, Lessor will not lease to, promote or engage in any business dealing with seafood and other foods as listed above which will be in competition

with a seafood restaurant and seafood retail market. Lessee
may sell beer and alcoholic mixed drinks. Lessor may lease to,
promote or engage in businesses selling beer and alcoholic drinks,
Lessee shall not conduct a nuisance nor permit a nuisance to be
conducted on the premises.

VI.

INSURANCE:

Lessec shall maintain at its expense general hazard for the protection of Lessor's security interest in said building, failure to do so shall constitute a breach of this lease, and liability insurance to protect Lessor from third party claims.

VII.

TAXES:

Lessor shall pay Ad Valorem Taxes on the land. Lessee shall pay Ad Valorem Taxes on the improvements, and all other taxes including special assessments and use or sales tax which may be assessed against this lease, and the inventory and fixtures of Lessee. Lessee agrees to reimburse Lessor for any increase in Ad Valorem Taxes on the land which may occur after December 31, 1984; and also any lease tax that may be placed upon leases at a future date by an act of law.

vIII.

UTILITIES AND UPKEEP:

Lessee shall be responsible for the payment of all utility bills for utilities used on the said demised premises. Lessee further understands and agrees to be responsible for the care and upkeep of the buildings and grounds of the demised premises except Lessor shall be responsible for cutting all grass on the demised premises, which shall be maintained as remainder of shopping area. Should Lessee fail to properly maintain the building and grounds or allow same to become unsanitary, unkempt or generally unattractive, Lessor, at his discretion, may enter upon the premises and have such care and maintenance done as to obviate the fault, and Lessee shall reimburse Lessor his expenses in having such care and maintenance performed.

SIGNS:

Lessee will use only such signs as are flat against the building and compatible with the decor of the premises, and will not allow paper signs and stickers on glass doors and windows. Any outdoor signs before erection shall have Lessor approval.

X.

CONDUCT OF BUSINESS:

Lessee is to operate a seafood restaurant and retail food market, which shall be open for a period of not less than eight hours each day during the term of this lease. The establishment may be closed on holidays, and be open less hours on Sundays, and up to 4 days for death or serious illness in family.

IMPROVEMENTS: XI.

On the termination of this lease, or any renewal hereof, provided Lessee is not in default in the payment of rent or any other covenant herein, Lesseé shall have the privilege, upon giving the Lessor 90 days notice whether or not he is to remove the building, of removing from the premises the improvements thereon within 60 days of the termination of this lease and failure to do so shall result in forfeiture of his interest in and to the building. In the event Lessee forfeits his interest in and to the building on said property by not giving said 90 days notice then Lessor shall have the right to show said building and premises to prospective tenants during the last 90 days of the lease or renewals. If any improvements are removed, all improvements, including concrete slab and footings, shall be removed and the premises left broom clean and compatible with adjacent premises. Should Lessee fail to leave the premises broom clean and compatible with the adjacent premises, the Lessor shall have the right to remove and clean said property and Lessee convenants and agrees to reimburse Lessor for such expenses including attorney fees. The parties may negotiate relative to sale or removal of the improvements. However, any pending negotiation shall not relieve either party from the obligations and duties of this paragraph unless they are complete and the terms thereof have been complied with.

LIABILITY:

Lessee shall hold and save Lessor free of any liability to Lessee's agents and employees and to third persons, arising out of the use of the premises by Lessee.

XIII.

EMINENT DOMAIN:

In the event of Eminent Domain proceedings by and governmental or public agency vested with such power, this Lease shall not abate. The rights of the parties shall be determined in the Eminent Domain proceedings.

XIV.

DEFAULT IN PAYMENT OF RENT:

In case of default in any of the covenants herein, Lessor may enforce the provisions of this Lease in any manner provided by law and this lease shall be forfeited at Lessor's option if such default continues for a period of ten (10) days after Lessor notifies Lessee of such default and his intention to call the Lease forfeited; such notice to be sent by Lessor by certified or registered mail and thereupon (unless Lessee shall have completely cured or removed said default) this Lease shall cease and come to an end as, if that were the day originally fixed herein for the expiration; and Lessor, his agents, or attorney, shall have the · right, without further notice, to re-enter and remove all persons or property therefrom without being guilty of trespass or without any prejudice to.any remedy for arrears of rent or breach of covenants; or Lessor, his agents or attorney, may resume possession of these premises and re-let the same for the remainder of the term of this Lease at the best rent obtainable for account of Lessee, who shall make good any deficiency. Lessor shall have a lien as security for rent on the goods, wares, and chattels of Lessee which are or may be put on the premises.

XV.

ATTORNEY FEES:

In the event of default by Lessee, in payment of any rental

installment when due, and the same is placed in the hands of an attorney for collection, Lessee agrees to pay a reasonable attorney street and all costs and expenses incurred in the collection of the same.

XVI.

BANKRUPTCY:

If the Lessec makes any assignment for the benefit of creditors, if a receiver is appointed for the Lessee, or of their assets, or interest under this lease, and if the appointment of such receiver is not vacated within five (5) days, or if a voluntary petition is filed under the Bankruptcy Act by Lessee or an involuntary petition in Bankruptcy is filed against the Lessee, and said involuntary petition is approved by the Court in which same is filed, then, and in any such event, any of said acts shall, at the option of Lessor, constitute a forfeiture of this Lease Agreement and, under such option of Lessor, this Lease contract shall be terminated and Lessor entitled to immediate possession.

XVII:

ASSIGNMENT AND SUBLETTING:

Lessee shall not assign or sublease the premises without first obtaining the written consent of Lessor, provided, however, such consent is not to be unreasonable withheld by Lessor in case of a responsible person. Such assignment shall not release Lessee, from the terms of this contract.

XVIII.

LESSEE'S RENEWAL PRIVILEGE:

Lessee is given the privilege of renewing this Lease for an additional five year term; and after that renewal, for an additional three year term. Notice of Lessee's election to renew shall be given in writing to Lessor not less than 90 days before the expiration of this Lease, or of the expiration of the first renewal hereof.

SPECIAL PROVISIONS:

(A) Should Lessor or his assigns extend the street, 'drive-way, and/or parking area north; and should the existing porches or decks on the west side of the building interfere with extending a walkway north or uniform parking spaces, Lessee convenants and agrees to remove said porches or decks when requested by Lessor.

XX.

NOTICES:

Any notices required to be given by one party to the other shall be given in writing by certified mail, postage prepaid, addressed to address of the parties herein first stated. The addresses of the parties herein stated can be changed from time to time by written notices to the other party, as provided herein.

XXI.

SECURITY IN BUILDING:

Lessor herein has sold unto Lessee his undivided interest in and to the building and improvements located on the above described property. Lessee remains indebted unto Lessor in the sum of \$15,000.00 as the balance of the purchase price and for which Lessor has retained a security interest in and to said building. Any default in the payment of the balance of the purchase price as set out above and in accordance with a promissory note executed simultaneous herewith shall put this lease in default and said lease may be terminated in accordance with the terms herein.

xxII.

SHORT FORM OF LEASE:

Lessor agrees that if requested by Lessee, he will execute a short form of lease containing their names, a description of the premises, and the period of term of this lease, and such other matters as Lessee may desire, for the purpose of recordation of the Chancery Clerk's Office of Madison County, Mississippi.

IN WITNESS WHEREOF, the parties hereto have caused the instrument to be executed induplicate on this 28 11 day of _, 1983. STATE OF MISSISSIPPI COUNTY OF Thirts PERSONALLY came and appeared before me, the undersigned authority in and for the County and State, the within named T. EUGENE CALDWELL, LESSOR, who acknowledged that he signed and . delivered the above and foregoing Lease Contract on the date and for purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 28th day of October My Commission Expires: July 3, 1985. STATE OF MISSISSIPPI COUNTY OF Thele PERSONALLY came and appeared before me, the undersigned authority in and for the County and State, the within named HAROLD SKINNER, LESSEE, who acknowledged that he signed and delivered the above and foregoing Lease Contract on the date and for purposes. therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2XXL day of October My Commission Expires:

LEASE CONTRACT

PARTIES:

This Lease Agreement entered into, in duplicate, on this date by and between T. EUGENE CALDWELL, an individual, whose business address is 1212 Capital Towers Building, Jackson, Mississippi, and whose mailing address is Post Office Box 1704, Jackson, Mississippi 39205, hereinafter referred to as LESSOR: THE RIB RACK, INC., a Mississippi corporation, whose address is 1212 Capital Towers Building, Jackson, Mississippi, hereinafter referred to as LESSEE: and PAUL C. WALTON, whose address is 611-E Hampton Circle, Jackson, Mississippi, and THOMAS J. DUKES, JR., whose address is Apartment 23-B, 5155 Keele Street, Jackson, Mississippi, hereinafter referred to as GUARANTORS: WITNESSETH, that

IN CONSIDERATION of the covenants and subject to the conditions herein contained, the parties do hereby mutually contract as follows:

I.

DESCRIPTION OF PREMISES:

Lessor does hereby demise and lease unto Lessee, the land and property situated in the City of Ridgeland, and in Madison County, Mississippi, described as follows, to-wit:

A rectangular tract or parcel of land situated in Lot 26, Tougaloo Addition, in Section 36, Township 7 North, Range 1 East, a plat of said Tougaloo Addition being of record in Book AAA at Page 148, of the records in the Office of the Chancery Clerk of Madison County, Mississippi, said tract or parcel of land being described as follows:

Commencing at a point marking the intersection of the North right of way line of re-located County Line Road, being a segment of Federal Aid Project No. I-091-2(20), Interstate Highway No. 55, with the West boundary line of the aforesaid Lot 26, Tougaloo Addition, which point is 61.2 feet North

EXHIBIT "B"

1. Care

of the center line of said re-located County Line Road, and run in an easterly direction, perpendicular to the aforesaid West boundary line of said Lot 26, for a distance of 90 feet to a point; run thence Northerly, parallel with the aforesaid West boundary line for a distance of 30 feet to the point of beginning; continue thence northerly parallel with the aforesaid West boundary line for a distance of 30 feet; run thence westerly, perpendicular to said West boundary line, for a distance of 70 feet to a point; run then Southerly parallel with said West boundary line, for a distance of 30 feet; thence run Easterly for a distance of 70 feet to the point of beginning. beginning.

on which premises Lessor shall construct a 1,080 square foot building, with drives and parking areas, to be completed May 1, 1977, and substantially in accordance with plans and specification attached hereto as Exhibit "A".

II.

TERM:

The term of this lease shall be for a period of ten (10) years, commencing May 1, 1977, and terminating April 30, 1987. III.

RENT:

All rent shall be paid monthly in advance on the 1st day of each month during the term thereof.

Lessee agrees to pay as firm rent for said premises \$ 414.25 per month, during the first five years of this -Lessee agrees to pay as firm-rent for-said-premises \$ per month during the last five years of this lease unless on April 1, 1982; the retail cost of living index as determined by the United States Department of Labor has increased ten percentum retail-cost of living index for April 1, 1977, under which circumstance commencing May 1, 1982, said firm rent shall be increased in proportion to the amount which the eost of living index for April 1, 1982 has increased over the index April 1,

Lessee has paid the sum of \$207,13 at the time of executing this instrument, the receipt of which is acknowledged by Lessor, and which is to apply on the first month's rent. Should the premises not be ready for occupancy on the 1st day of May, 1977, the rent for the month of May will be decreased in proportions to the number of days the building is not ready for occupancy.

IV.

USE:

The premises are let to Lessee for use as a retail establishment, selling prepared barbecue and other foods, drinks and related items. Lessee shall not conduct a nuisance nor permit a nuisance to be conducted on the premises.

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INSURANCE:

Lessee shall maintain at his expense such hazard insurance on his equipment, fixutres and merchandise as he deems
necessary for his protection. Lessor shall provide at his expense
such fire, hail and windstorm coverage on the building as he deems
necessary for his protection. Lessee agrees and covenants to
reimburse Lessor for any increase for any purpose in insurance
premiums covering the improvements on the leased premises. This
increase shall be determined as any increase over the cost of the
premiums for the year beginning in 1977.

VI.

TAXES:

Lessor shall pay all ad valorem taxes on the real property. Lessee shall pay all other taxes including special assessments and use or sales tax assessed against this lease and the inventory and fixtures of Lessee. VII.

UTILITIES AND W. . .

Lessee shall be responsible for the payment of all utility bills ofr utilities used on the said demised premises. Lessee further understands and agrees to be responsible for the care and upkeep of the grounds of the demised premises.

VIII.

SIGNS:

Lessee will use only such signs as are flat against the building and compatible with the decor of the premises, and will not allow paper signs and stickers on glass doors and windows.

IX.

CONDUCT OF BUSINESS:

Lessee is to operate a retail food establishment which shall be open for a period of not less than ten (10) hours each day during the term of this lease except for Sundays and holidays; and Lessee and Guarantors shall not be interested in any other retail foot establishment as employee, owner or invester, within a radius of fix (6) miles from the leased premises

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PERCENTAGE:

In computing the percentage rent, in excess of \$10,000.06 per year, the term gross sales shall mean the actual sales price of all merchandise sold on the leased premises and all merchandise sole using the tax number, account number, license or permit assigned the lease premises. There is excepted from gross sales Mississippi State Sales Tax and any sale of fixutres or equipment on the leased premises.

Lessee shall use cash registers with tapes or other mechanical devices, to record gross sales. Lessor is to have the privilege, during business hours, to inspect the recording devices

used by Lessee. Lessor shall have the privilege of having audits made of the gross sales on the premises. Should, at any time, it be ascertained by a Certified Public Accountant that the gross sales were not accurately reported, and that the difference in the gross sales reported and the gross sales actually made result in an additional rent for as much as \$ 50.00 due by Lessee to Lessor, then and in that event, Lessee shall be required to pay the expenses of the audit and any additional percentages due.

XI.

ALTERATIONS:

Lessee shall not make or permit to be made any alterations in or additions to the demised premises without the previous written consent of Lessor.

XII.

REPAIRS:

Lessor shall maintain the roof, exterior walls and the paved parking area and exterior plumbing and drains of the demised premises; and Lessee shall maintain the electrical wiring, air conditioning and heating units, windows and doors, and all plumbing located within said demised building. Lessee further covenants and agrees to return the demised premises to the Lessor at the expiration of this lease in as good condition as existed at the commencement of this lease, reasonable wear and tear excepted.

XIII.

IMPROVEMENTS:

It is agreed by and between the parties hereto that all improvements placed in said demised premises which become affixed to the property, shall become and remain a part of the said property and shall not be removed by the Lessees; provided, however, Lessee shall have the right to remove trade fixtures, appliances and other items installed by the Lessee. In the event of such removal, Lessee shall repair any damage caused thereby.

XIV.

LIABILITY:

5.10

Lessee shall hold and save Lessor free of any liability to Lessee's agents and employees and to third persons, arising out of the use of the premises by Lessee.

INSPECTION

Lessor shall have the privilege of going on the premises at any time within reasonable hours for the purpose of inspecting the improvements.

'XVI.

DESTRUCTION OF PREMISES, PARTIAL OR TOTAL:

Should the improvements on the demised premises or any part thereof be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use contemplated by this lease, the rent shall be reduced proportionately to the available use of the improvements. In the event of total destruction, or destruction in excess of fifty per cent, Lessor shall have a reasonable time within which to restore the premises in the same condition as they were, or may, at his option, within thirty days, give notice that he does not desire to restore the premises, and, in that instance, this contract shall terminate.

XVII.

EMINENT DOMAIN:

In the event of Eminent Domain proceedings by any governmental or public agency vested with such power, this Lease shall not abate. The rights of the parties shall be determined in the Eminent Domain proceedings.

XVIII.

NO PARTNERSHIP BETWEEN LESSOR AND LESSEE:

The fact that a part of Lessee's gross sales may be payable as rent hereunder, shall not, nor shall any other provision of this lease, be construed to create a co-partnership or joint venture by or between Lessor and Lessee, or make Lessor in any way responsible for the debts and/or losses of Lessee, and Lessee shall be free to determine and follow his own business and sales policies and practices in the conduct of his business on the demised premises.

XIX.

DEFAULT IN PAYMENT OF RENT:

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In case of default in any of the covenants herein, Lessor may enforce the provisions of this lease in any manner provided by law and this lease shall be forfeited at Lessor's option if such default continues for a period of ten (10) days after Lessor notifies Lessee of such default and his intention to call the lease forfeited: such notice to be sent by Lessor by certified or registered mail and thereupon (unless Lessee shall have completely cured or removed said default) this Lease shall cease and come to an end as if that were the day originally fixed herein for the expiration; and Lessor, his agents, or attorney, shall have the right, without further notice, to re-enter and remove all persons or property therefrom without being guilty of trespass or without any prejudice to any remedy for arrears of rent or breach of covenants; or Lessor, his agents or attorney, may resume possession of these premises and re-let the same for the remainder of the term of this lease at the best rent obtainable for account of Lessee, who shall make good any deficiency. Lessor shall have a lien as security for rent on the goods, wares, and chattels of Lessee which are or amy be put on the premises.

ATTORNEY FEES:

In the event of default by Lessee, in payment of any rental installment when due, and the same is placed in the hands of an attorney for collection, Lessee agrees to pay a reasonable attorney's fee and all costs and expenses incurred in the collection of the same.

XXT.

BANKRUPTCY:

If the Lessee makes any assignment for the benefit of creditors, if a receiver is appointed for the Lessee, or of their assets, or interest under this lease, and if the appointment of such receiver is not vacated within five (5) days, or if a voluntary petition is filed under the Bankruptcy Act by the Lessee, or if an involuntary petition is filed under the Bankruptcy Act against the Lessee and said involuntary petition is approved by the Court in which same is filed, then, and in any such event, any of said acts shall, at the option of Lessor, constitute a forfeiture of this Lease Agreement and, under such option of Lessor, this lease contract shall be terminated.

XXII.

ASSIGNMENT AND SUBLETTING:

Lessee shall not assign or sublease the premises without first obtaining the written consent of Lessor, provided, however, such consent is not to be unreasonably withheld by Lessor in
case of a responsible person. Such assignment shall not release
Lessee from the terms of this contract.

XXIII.

LESSEE'S RENEWAL PRIVILEGE:

Lessee is given the privilege of renewing this lease ... for one (1) additional five (5) year term. Notice of Lessee's election to renew shall be given in writing to Lessor not less

than ninety (90) days before the expiration of this lease.

At the time of renewal, monthly rental shall be increased or decreased based on the retail cost of living index as determined by the United States Department of Labor, as said index of July 1, 1977, compares with the said index on July 1, 1986.

XXIV.

NOTICES:

Any notices required to be given by one party to the other shall be given in writing, postage prepaid, addressed to address of the parties herein first stated. The addresses of the parties herein stated can be changed from time to time by written notice to the other party, as provided herein.

XXV.

GUARANTORS:

The Guarantors are the principal stockholders of Lessee at the time of executing this instrument. Guarantors, individually, join in the execution of this lease contract in order to guarantee personally the performance of the covenants and agreements of Lessee, without which Lessor would not execute this lease. It is further agreed that no change, whether verbal or written, by the parties to this lease contract, other than the period or term of this lease contract, shall be required to be ratified by Guarantors in writing. In other words, before the term of this lease contract can be increased beyond ten (10) years, written ratification thereof must be had by guarantors before same shall be binding on guarantors. All other matters and things, whether herein provided or not, and constituting change or modification of this agreement entered into, verbally or written, and agreed to, verbally or in writing, by Lessor and Lessee, shall be binding on guarantor without formal ratification.

XXVI.

SHORT FORM OF LEASE:

Lessor agrees that if requested by Lessee, he will execute a short form of lease containing their names, a description of the premises, and the period and term of this lease, and such other matters as Lessee may desire, for the purpose of recordation in the Chancery Clerk's Office of Madison County, Mississippi

IN WITNESS WHEREOF, the parties hereto have caused the foregoing instrument to be executed in triplicate on this 24 day of February, 1977.

THE RIB RACK, INC.

ATTEST:

Cooretary

President

LESSEE

PAUL C. WALTON, GUARANTOR

THOMAS J. DUKES. FR. GUARANTOR

STATE OF MISSISSIPPI

PERSONALLY came ar

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named T. EUGENE CALDWELL, LESSOR, who acknowledged that he signed and delivered the above and foregoing Lease Contract on the date and for

the purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this, the ay of February, 1977. Jacquelen FUBLIC My Commission Expires: NY Commission Expires Jan. 22, 1979 STATE OF MISSISSIPPI COUNTY OF _ This day personally appeared before me the undersigned authority in and for the above named State and County, _ ____ and __ personally known by me to be the President and Secretary, respectively, of The Rib Rack, Inc., who acknowledged that as such officers, they executed the above and foregoing Lease Contract on the date and for the purposes therein mentioned; and also appeared PAUL C. WALTON and THOMAS J. DUKES, JR., who, each and severally acknowledged that, as Guarantors, they executed the above and foregoing Lease Contract on the date and for the purposes therein mentioned. GIVEN UNDER MY HAND AND OFFICIAL SEAL, this, the _____ day of February, 1977. NOTARY PUBLIC My Commission Expires:

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BOOK 207 PAGE 151

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THE RIB RACK, INC.

By: Simus Mules

President

ATTEST:

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SECRETARY

PAUL C. WALTON, GUARANTOR

THOMAS J. DUKES, JR. GUARANTOR

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ADDENDUM TO LEASE CONTRACT

This Addendum to Lease Contract entered into this date by the parties is hereby made.

At the time of execution the Lease Contract has been changed in the following respects, to-wit:

- I. At the end of paragraph I, on page 2 has been changed by striking the words "with drives and parking areas."
- II. Paragraph III has been changed to provide that the rent will be \$414.25 during the entire term of the lease, and that the additional rent will be an amount equal to three percent (3%) of the gross sales in excess of \$10,000.00 per month, with Lessee having the option of making accountings and payment monthly or quarterly.
- III. Paragraph VI has been changed by striking the words "special assessments" and inserting the words "if any."
- IV. Item IX as to conduct of business has been deleted.
- Item X has been changed to provide that the gross sales would be in excess of \$10,000.00 per month.
- VI. Additionally, Lessor covenants with Lessee that he will not lease to or promote any establishment which would be competitive to a fast food barbecue take out service of operated by Lessee, without Lessee's consent.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum at the same time as they have executed the foregoing Lease Contract, on this 24/14 day of February, 1977.

1. EUGENE CALDWELL,

AMENDMENT TO LEASE CONTRACT AND ADDENDUM

WHEREAS, the parties hereto entered into a Lease Contract and Addendum thereto on February 24, 1977; and,

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WHEREAS, the business appears to be successful, and the Lessee desires more marketing area, and Lessor is willing to provide such additional area. Now Therefore,

IN CONSIDERATION of the sum of \$10.00 paid by Lessee to Lessor, the receipt of which is hereby acknowledged, that certain Lease Contract and Addendum thereto entered into by T. Eugene Caldwell, as Lessor, and The Rib Rack, Inc., as Lessee, and Paul C. Walton and Thomas J. Dukes, Jr., as Guarantors, is hereby amended as follows, to-wit:

Paragraph I, "Description of Premises" is amended by adding at the end of said Paragraph I the description of the additional property, which will read as follows, and also,

A rectangular tract or parcel of land situated in Lot 26, Tougaloo Addition, in Section 36, Township 7 North, Range 1 East, a plat of said Tougaloo Addition being of record in Book AAA at Page 148, of the records in the Office of the Chancery Clerk of Madison County, Mississippi, said tract or parcel of land being described as follows:

Commencing at a point marking the intersection of the North right of way line of re-located County Line Road, being a segment of Federal Aid Project No. I-091-2(20), Interstate Highway No. 55, with the West boundary line of the aforesaid Lot 26, Tougaloo Addition, which point is 61.2 feet North of the center line of said re-located County Line Road, and run in an easterly direction, perpendicular to the aforesaid West boundary line of said Lot 26, for a distance of 90 feet to a point; run thence Northerly, parallel with the aforesaid West boundary line for a distance of 55 feet to the point of beginning; continue thence northerly parallel with the aforesaid West boundary line for a distance of 15 feet; run thence westerly, perpendicular to said West boundary line, for a distance of 70 feet to a point; run then Southerly parallel with said West boundary line, for a distance of 15 feet; thence run Easterly for a distance of 70 feet to the point of beginning.

EXHIBIT "B"

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on which premises Lessor shall construct a 1,000 square foot building, to be completed April 15, 1978, and substantially in accordance with plans and specification attached hereto as Exhibit "A":

Paragraph III, "Rent" is amended to provide that beginning April 15, 1978, the firm rent will be \$869.67 per month during the entire term of this lease, and that the additional rent will be an amount equal to three percent (3%) of the gross sales in excess of \$15,000.00 per month and Lessee to make the accountings and the additional payments within 15 days after the last day of each month during this lease, and within 15 days after the last month of the lease.

The firm rent of \$869.67 per month is based on anticipation that paneling of the inside of the new annex will exceed the cost of painting by the sum of \$600.00. Should the difference paneling be appreciably less, then the monthly firm rent of \$869.67 will be reduced proportionately.

Should the new annex not be ready for accupancy by April 15, 1978, then the firm rent will remain at \$414.25 until such time as the building is ready for occupancy.

In determining the additional percentage rent-based on 3% of gross sales in excess of \$10,000.00 per month-gross sales will be projected through the remainder of the month of April 1978, but the percentage rent over \$10,000.00 shall apply only to the days in April prior to the time the building is ready for occupancy. As an example: should the average daily gross sales during the first 15 days of April be \$500.00 then the projected monthly gross sales will be \$15,000.00 and additional percentage rent will be \$5,000.00 times 3%, which \$150.00 will be multiplied by 15/30 and be \$75.00 for one-half of April 1978.

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It is not anticipated that there will be additional rent for the remainder of April based on 3% of gross sales in excess of \$15,000.00 per month.

Paragraph V of the Addendum and Paragraph X of the Lease Contract is changed so as to provide that percentage rent shall be on gross sales in excess of \$15,000.00 for each month.

Paragraph VI of the Addendum is amended by deleting the words "take out" in the third line thereof.

In all other respects said Lease Contract and Addendum thereto dated February 24, 1977, shall remain unchanged.

WITNESS OUR SIGNATURES, this 6 th day of March,

1978.

THE RIB RACK, INC.

ATTEST

GUARANTOR

BOOK 419 MAY 182 MEMORANDUM OF LEASE

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WHEREAS, on this date, T. EUGENE CALDWELL, as Lessor, and HAROLD SKINNER, as Lessee, have entered into a Lease Contract; and WHEREAS, it is the desire of the parties to have recorded among the public records, an abstract of said Lease Contract; Now, Therefore:

IN CONSIDERATION of the premises, and of the sum of \$10.00 paid by Lessee to Lessor, Lessor, T. Eugene Caldwell, does hereby lease unto Lessee, Harold Skinner, the land and property situated in the City of Ridgeland and in Madison County, Mississippi, described as follows, to-wit:

A rectangular tract or parcel of land situated in Lot 26, Tougaloo Addition, in Section 36, Township 7 North, Range l East, a plat of said Tougaloo Addition being of record in Book AAA at Page 138, of the records in the Office of the Chancery Clerk of Madison County, Mississippi, said tract or parcel of land being described as follows:

Commencing at a point marking the intersection of the North right of way line of re-located County Line Road, being a segment of Federal Aid Project No. I-091-2(20), Interstate Highway No. 55, with the West boundary line of the aforesaid Lot 26, Tougaloo Addition, which point is 61.2 feet North of the center line of said re-located County Line Road, and run in an easterly direction, perpendicular to the aforesaid West boundary line of said Lot 26, for a distance of 20 feet to the point of beginning; continuing thence Easterly, perpendicular to said West boundary line, for a distance of 70 feet to a point; run thence Northerly, parallel with the aforesaid West boundary line for a distance of 30 feet to a point; run thence Westerly, perpendicular to said West boundary line for a distance of 70 feet to a point; run thence Southerly parallel with said West boundary line for a distance of 30 feet to beginning.

for a period of ten years, commencing July 1, 1976, with the option to renew for two (2) five year terms.

It is agreed by the parties hereto, that this abstract or memorandum of lease shall in no wise alter or amend the Lease Contract entered into by them this date.

WITNESS THE SIGNATURES of the parties, this, the 14 day of May, 1976.

944-D-2-A

EXHIBIT "C"

STATE OF MISSISSIPPI

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COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the above jurisdiction, the within named T. EUGENE CALDWELL, who acknowledged that he signed and delivered the above and foregoing Memorandum of Lease on the date and for the purposes therein mentioned.

GIVEN under my hand and official seal, on this, the day of May, 1976. -

My Commission Expires: MR Commission Expires Sept. 10, 1979

Witness my hand and soal of office, this the

944-D-2-A

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LEASE CONTRACT

PARTIES:

This lease agreement entered into, in duplicate, on this date by and between T. EUGENE CALDWELL, an individual, whose business address is 1212 Capital Towers Building, Jackson, Mississippi, and whose mailing address is Post Office Box 1704. Jackson, Mississippi 39205, hereinafter referred to as LESSOR, and HAROLD SKINNER, whose address is 305 Lynnwood Lane, Jackson, Mississippi 39206, hereinafter referred to as LESSEE, WITNESSETH:

IN CONSIDERATION of the covenants and subject to the conditions herein contained, the parties do hereby mutually contract as follows:

DESCRIPTION OF PREMISES:

Lessor does hereby demise and lease unto Lessee, the land and property situated in the City of Ridgeland, and in Madison County, Mississippi, described as follows, to-wit:

A rectangular tract or parcel of land situated in Lot 26, Tougaloo Addition, in Section 36, Township 7 North, Range I East, a plat of said Tougaloo Addition being of record in Book AAA at Page 138, of the records in the Office of the Chancery Clerk of Madison County, Mississippi, said tract or parcel of land being described as follows:

Commencing at a point marking the intersection of the North right of way line of re-located County Line Road, being a segment of Federal Aid Project No. I-091-2 (20) Interstate Highway No. 55, with the West boundary line of the aforesaid Lot 26, Tougaloo Addition, which point is 61.2 feet North of the center line of said re-located County Line Road, and rum in an Easterly direction, perpendicular to the aforesaid West boundary line of said Lot 26, for a distance of 20 feet to the point of beginning; continuing thence Easterly perpendicular to said West boundary line, for a distance of 70 feet to a point; run thence Northerly, parallel with the aforesaid West boundary line for a distance of 30 feet to a point; run thence Westerly, perpendicular to said West boundary line for a distance of 70 feet to a point; run thence Southerly parallel with said West boundary line for a distance of 30 feet to beginning.

TERM:

The term of this lease shall be for a period of ten years, commencing July 1, 1976, and terminating June 30, 1986.

RENT

Lessee agrees to pay as rental for said premises, the following: \$200.00 per month, payable in advance on the first day

EXHIBIT "C"

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of each month, for the first two (2) years; \$250.00 per month payable monthly in advance on the first day of each month for the third (3rd) year; and \$300.00 per month payable monthly in advance commencing July 1, 1979, and during the remainder of this lease. USE:

The premises are let to Lessee for use as a retail package liquor store. Within fifteen (15) days after notice to Lessee from the State of Mississippi, or Alcoholic Beverage Commission that he will be granted a license or permit to operate a retail package liquor store, Lessee shall commence construction of a building on the premises, having an area of not less than 800 square feet. Said building to be constructed in accordance with the plans and specifications attached hereto and made a part of this instrument. Construction of the building by Lessee shall be completed on or before August 1, 1976, unless completion thereof be prevented by acts of God or other matters beyond control of Lessec.

The front or East wall of the building shall be not less than ten (10) feet West of the curb. Lessee may construct a shed, roof, or marquis East of the East wall and over the sidewalk area.

ACCESS AND PARKING:

Within fifteen (15) days after written notice to Lessor by Lessee that Lessee will be granted a permit or license to operate a retail package liquor store, Lessor shall contract and/or commence construction of the following:

- 1) A gravel entrance and alley from the County Road south of the premises, to and along the West side of the leased
- 2) A hard surfaced thirty (30) foot driveway from the premises; aforesaid County Road to and along the East side of the aforesaid leased premises; and
- 3) A hard surfaced parking area to accomodate not less than seven (7) automobiles at one time.

944-D-2-A

UTILITIES:

VI.

Lessee shall provide his own utilities. All water, gas, electricity, telephone and sanitary sewerage shall be in the alley west of and adjacent to the leased premises.

Lessee is to construct a sanitary sewer septic tank and drainage field of such size and dimensions as to accommodate three (3) bathrooms, which is to be used until such time as the sanitary sewerage facilities are made available by the City of Ridgeland.

Lessor is given the permission to connect not more than two (2) bathrooms or toilet facilities to the sanitary sewerage line to be constructed by Lessee. For this permission, Lessor agrees to reimburse Lessee for one-half (4) of the cost involved in construction of the sanitary sewer, septic tank, and drainage field. Reimbursement is to be made by Lessor to Lessee on or before January 1, 1977, or at the time Lessor connects to the sanitary sewer line of Lessee, whichever date comes first.

Lessee shall be responsible for the payment of all utility costs and expenses for utilities used on the lessed premises.

DESTRUCTION VII.

OF PREMISES:

Should the improvements on the leased premises, or any part thereof, be damaged or destroyed by fire or other unavoidable casualty, Lessee shall, within a reasonable time, make necessary repairs, or re-construct the improvements in the event of total loss.

During such time as the premises are unavailable for use, but not to exceed three (3) months, the rent, under the terms of this lease, shall abate.

TAXES:

VIII.

Lessee shall pay all taxes on the improvements, and on his personal property and inventory. Lessor shall pay all taxes on the land. Any increase in taxes on the demised premises after the year 1976, shall be born by Lessee, and such additional, or increase in taxes shall be remitted by Lessee unto Lessor at the end of the then calendar year.

944-D-2-A

TO THE STREET

REPAIRS:

IX.

Lessee shall maintain and make necessary repairs on the improvements.

MAINTENANCE OF COMMON AREA: X.

Lessee agrees to contribute his proportionate part in the expense of the maintenance of alleys, driveways, curbs, gutters, parking areas, lighting and other necessary improvements in the common area. Lessee's proportionate part is the ratio which the square foot area covered by this lease bears to the total area leased and served by the aforesaid alley, driveways, curbs, gutters, parking areas and lighting.

ALTERATIONS:

XI.

Lessee shall not make or permit to be made any alterations in or additions to the demised premises without the previous written consent of Lessor.

MAINTENANCE:

XII.

Lessee covenants and agrees to maintain the improvements and leased premises in a neat and orderly fashion, including but not limited to, keeping the grass mowed, flower beds worked, and sidewalk clean.

LIABILITY:

xiII.

Lessee shall hold and save Lessor free of any liability to Lessee's agents and employees and to third persons arising out of the use of the premises by Lessee.

EMINENT '

XIV.

In the event of Eminent Domain proceedings by any governmental or public agency vested with such power, this Lease shall not abate. The rights of the parties shall be determined in the Eminent Domain proceedings.

DEFAULT IN PAYMENT OF RENT: XV.

In case of default in any of the covenants herein, Lessor may enforce the provisions of this lease in any manner provided by

944-D-2-A

-4-

law and this lease shall be forfeited at Lessor's option if such default continues for a period of ten (10) days after Lessor notifies Lessee of such default and his intention to call the lease forfeited; such notice to be sent by Lessor by certified mail or registered mail and thereupon (unless Lessee shall have completely removed or cured said default) this lease shall cease and come to an end as if that were the day originally fixed herein for the expiration; and Lessor, his agents, or attorney, shall have the right, without further notice, to re-enter and remove all persons or property therefrom without being guilty of any trespass or without any prejudice to any remedy for arrears of rent or breach of covenants; or Lessor, his agents or attorney, may resume possession of these premises and re-let the same for the remainder of the term at the best rent obtainable for account of Lessee, who shall make good any deficiency. Lessor shall have a lien as security for rent on the goods, wares and chattels of Lessee, which are or may be put on the premises.

ATTORNEY FEES:

XVI.

In the event of default by Lessee in payment of any rental installment when due, and the same is placed in the hands of an attorney for collection, Lessee agrees to pay a reasonable attorney's fee and all costs and expenses incurred in the collection of the same.

BANKRUPTCY:

XVII.

If the Lessee makes any assignment for the benefit of creditors, if a receiver is appointed for the Lessee, or of his assets, or interest under this lease, and if the appointment of such receiver is not vecated within five (5) days, or if a voluntary petition is filed under the Bankruptcy Act by the Lessee, or if an involuntary petition is filed under the Bankruptcy Act against the Lessee and said involuntary petition is approved by the Court in which same is filed, then, and in any such event, any of said acts shall, at the option of Lessor, constitute a forfeiture of this

944-D-2-A

-5-

Lease Agreement and under such option of Lessor, this lease contract shall be terminated.

LESEE'S RENEWAL PRIVILEGE: XVIII.

Lessee is given the privilege of renewing this lease for two (2) additional five (5) year terms. Notice of Lessee's election to renew shall be given in writing to Lessor, not less than ninety (90) days before the expiration of this lease or the first renewal hereof.

At the time of any renewal, monthly rental shall be increased or decreased based upon the retail cost of living index as determined by the United States Department of Labor, as said index of July 1, 1979 compares with the said index of July 1, 1985, such is for the first renewal. For the second renewal, the index of July 1, 1979 shall be compared with the index of July 1, 1990. XIX.

ASSIGNMENTS SUBLETTING:

Lessee shall not assign or sublease the premises without first obtaining the written consent of Lessor, provided, however, such consent is not to be unreasonably withhold by Lessor in case of a responsible person. Such assignment shall not release Lessee from the terms of this contract.

CANCELLATION PRIVILEGE: xx.

Lessee shall have the privilege of terminating this lease at the following times and under the following conditions, to-wit: On December 31, 1979, by giving ninety (90) days written notice thereof to Lessor, and on June 30, 1983, by giving ninety (90) days written notice thereof to Lessor. Should Lessee or Lessee's wife depart this life anytime after June 30, 1979, Lessée's estate or Lessee shall have the option of terminating this lease by giving ninety (90) days written notice thereof. At such time of termination, provided Lessee is not in default in the payment of rent or any other covenant herein, Lessee shall have the privilege

944-D-2-A

BOOK 207 FACE 164

of removing from the premises such improvements he has constructed. If any improvements are removed, all improvements, including concrete slab and footings, shall be removed and the premises left broom clean.

NOTICES:

XXI.

Any notices required to be given by one party to the other shall be given in writing, postage prepaid, addressed to the address of the parties hereinfirst stated. The addresses of the parties hereinstated can be changed from time to time by written notice to the other party, as provided herein.

INITIAL RENT:

XXII.

At the time of execution of this instrument, Lessee has paid unto Lessor the sum of \$200.00, which is the rent for the month of July, 1976. Should the retail package liquor store to be constructed by Lessee not be ready for occupancy on July 1, 1976. Lessee shall only be required to pay rent for the days the building is ready for occupancy during the month of July. The rent for the month of July will be prorated and Lessee given credit therefor against the August, 1976 rent.

CONTINGENCY:

XXIII.

It is covenanted and agreed by Lessor that should Lessee fail to secure a license or permit to operate a retail package liquor store from the State of Mississippi, or the Alcoholic Beverage Commission within thirty (30) days from this date, this Lease shall be void and the \$200.00 rent hereby paid under Item XX shall be refunded to Lessee.

SHORT FORM OF LEASE:

XXIV.

The parties agree that they will execute a short form of lease containing their names, a description of the premises, and the period and renewal terms of this lease, and such other matters as Lessee may desire, for the purpose of recordation in the Chancery Clerk's Office of Madison County, Mississippi.

944-D-2-A

-7-

IN WITNESS WHEREOF, the parties hereto have caused the foregoing instrument to be executed in duplicate, on this the /// day of May, 1976.

STATE OF MISSISSIPPI

AND THE PROPERTY.

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named T. EUGENE CALDWELL, LESSOR, who acknowledged that he signed and delivered the above and foregoing Lease Contract on the date and for the purposes therein set forth.

GIVEN under my hand and official seal, this day of May, 1976.

My Commission Explica Ser C 10, 1921

STATE OF MISSISSIPPI

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named HAROLD SKINNER, LESSEE, who acknowledged that he signed and delivered the above and foregoing Lease Contract on the date and for the purposes therein set forth.

GIVEN under my hand and official seal, this Manday of May, 1976.

> NOTARY PUBLIC
> My Commission Expires: My Commusion Expres Sept, 10, 1979

STATE OF MISSISSIPPI, County of Madison:

944-D-2-A

WARRANTY DEED

ັ 596ວ

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

Lot Twenty-Five (25), BOARDWALK SUBDIVISION, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton Mississippi in Plat Cabinet B, Slide 71 thereof, reference to which is here made in aid of and as a part of this description.

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

Ad valorem taxes for the year 1985 are to 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 33 day of July, 1985.

GOOD EARTH DEVELOPMENT, INC.

STATE OF MISSISSIPPI

COUNTY OFHINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named 57 ack who acknowledged to me that he is the theseint Good Earth Development, Inc., a Mississippi corporation, and that Lee flesident, signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the

800K 207 RAGE 16

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 $\frac{\sqrt{23}}{2}$ day of July, 1985.

ELEMON G Liptin

My Commission Expires:
(My Commission Expires Aug. 25, 1985)

5951

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable considerations, tne receipt of all of which is hereby acknowledged, JAMES L. HAGAN and MITSIE D. HAGAN, 704 Hayne Avenue, Aiken, North Carolina, 29802, do hereby sell, convey and warrant unto BENNY M. EDMUNDS and DEBORAH E. EDMUNDS, 124 Chinquipin Cove, Jackson, Ms. 39211, as joint tenants with full rights of survivorship, and not as tenants in common, the following described land and property situated in MADISON COUNTY, MISSISSIPPI, to-wit:

Lot 3, GATEWAY NORTH, PART 2, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Ms. as now recorded in Plat Book 5 at Page 44.

Ad valorem taxes for the current year are prorated and assumed by the Grantees herein.

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

WITNESS our signatures, this the 24th day of July, 1985. STATE OF MISSISSIPPI

COUNTY OF HINDS:::::

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JAMES L. HAGAN and MITSIE D. HAGAN, who acknowledged to me that they signed and delivered the foregoing instrument of writing day and year therein mentioned.

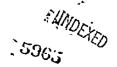
you under my hand and seal, this the 24th day of July, 1985.

MY COMMISSION EXPIRES: Dige of 6

MISSISSIPPI, County of Madison: office this day of . . . tecorded on the day of ... JUL 26-1985 JUL 26-1985 y trandpand seal of office, this the of BILLY V. COOPER, Clerk By n Wright D.C.

BOOK 207 PAGE 169

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, SONIA LEE B. FOSTER, do hereby convey and warrant unto BARRY J. SAVOIE and JULIA F. SAVOIE, 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 49, Block A, of Green Acres, a subdivision, as shown by the map or plat thereof on file and of record in Plat Cabinet A, Slide 79, in the office of the Chancery Clerk of Madison County, Mississippi.

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

- 1. Zoning and Subdivision Regulation Ordinances of the City of Canton, Mississippi.
- 2. Outstanding undivided one-half (1/2) of all oil, gas and other minerals as reserved by prior owner.
- 3. Restrictive Covenants dated May 1, 1950, filed for record June 8, 1950, recorded in Book 47 at Page 205.
- 4. Ad valorem taxes for the year 1985 which shall be prorated as of the date of this conveyance.

The property herein conveyed constitutes no part of the homestead of the Grantor.

WITNESS my signature, this the 22 day of 40, , 1985.

Sonia Lee B. Foster

STATE OF MISSISSIPPI COUNTY OF Louise

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

tioned.

Given under my hand and official seal this the good day of well.

1985.

Moseman Tu Loubs

(SEAL)-

(y commission expires: 7/101, 4,986

By M. Wright D.C.

BOOK 207 PAGE 170	INDEXED.
AUTHORITY TO CANCEL	594.3
MADISON COUNTY, MISS	HSSIPPI:
A LANCE TO MALE TO THE PARTY OF	Tecord = Cartering
You are hereby authorized and requested to enter satisfaction of and T. Euge Vendor's Lien in favor of second-duc. T. Euge	ne Caldwell, as
vendor's Lien in Tavor or set forth in Warranty Deed	<u>.</u>
201	Dards of Land
and recorded on page 502 of Book Number 201 of the Record of in your office, and note in margin of said deed, this cancellation	on.
This 12th day of JULY 19.85	alderel
;	
STATE OF MISSISSIPPI. HINDS	
Personally appeared before me,	lol ojas, tgarubėsias, požugudės organin <mark>o</mark> g aidžitand kaltygamės
to and county and State, the within named	** ************************************
T. EUGENE CALDWELL	
the Arkhowiedged that HE signed and delivered the foregoing	instrument on the
day and your therein mentioned, as his act an	d deed.
and at office, this 12ther of	∭.XA.D. 19Ω⊃
NOT	CI. TUCCULLUS STORAGE
- 10-13	-88 EXXXX
WX COW	MISSION EXPIRES
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STATE OF MISSISSIPPI, County of Madison: STATE OF MISSISSIPPI, County of Madison: On the Chancery Court of Said County, certification, Billy, V. Control of the Chancery Court of Said County, certification, Billy, V. Control of the Chancery Court of Said County, certification, Billy, V. Control of the Chancery Court of Said County, certification, Billy, V. Control of the Chancery Court of Said County, certification, Billy, V. Control of the Chancery Court of Said County, certification, Billy, V. Control of the Chancery Court of Said County, certification, Billy, V. Control of Said County, Certification, Billy, County, Certification, Certification, Billy, County, County, Certification, Certificat	y that the within instrument was inco
STATE OF MISSISSIPPI, County of Madison. STATE OF MISSISSIPPI, County of Madison. Billy V. Choler, Clerk of the Chancery Court of Said County, certification of the Chancery Court of	at 21 9 1 Opp Page 1 7.9. in
day of	AGE
my affices my hand and seal of office, this the	V. COOPER, Clark
Without my hand and seal of the BILLY	V. COOPER, Clark
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WARRANTY DEED

Carting the

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, MFC SERVICES (AAL), U.S. Highway 51 North, Post Office Box 500, Madison, Mississippi 39110, acting by and through its duly authorized and empowered officers, does hereby sell, convey and warrant unto KENNETH F. PRITCHARD and GARY LEE HAWKINS, Post Office Box 58, Madison, Mississippi 39110, that certain land and property situated, lying and being in the City of Madison, County of Madison, State of Mississippi and being more particularly described as follows:

A parcel of land containing 2.971 acres, more or less, in the Southwest Quarter of the Southwest Quarter of Section 4, Township 7 North, Range 2 East, Madison County, Mississippi and being more particularly described as follows:

Commencing at the Southwest corner of said Section 4, Township 7 North, Range 2 East, Madison County, Mississippi and run easterly along the South line of Section 4 for a distance of 139.20 feet, more or less, to a point on the West right-of-way line of U.S. Highway 51 as it is now laid out and exists; thence run N23°20'00"E along said West right-of-way line for a distance of 20.00 feet to a point, said point being the Point of Beginning of the herein described survey; thence continue N23°20'00"E along said West right-of-way line for a distance of 628.01 feet to a point; thence leaving said West right-of-way line run S88°39'52"W along a fence line for a distance of 347.12 feet to a point on the East right-of-way line of County Barn Road as it is now laid out and exists; thence continue along said East right-of-way line S01°58'00"W for a distance of 506.36 feet to a point; thence leaving said East right-of-way line run S47°44'26"E for a chord distance of 35.68 feet to a point; thence leaving said East right-of-way line of a proposed intersection relocation; thence continue along said North right-of-way line run S66°40'00"E for a distance of 97.20 feet to a point on the West of said U.S. Highway 51 and being the Point of Beginning; containing 129,420.013 square feet, more or less.

Grantor, however, expressly reserves unto itself

Grantor, however, expressly reserves unto itself, its successors and assigns, forever, a perpetual easement for the operation, maintenance and repair of the existing sewer line traversing the Northeast corner of the property hereby conveyed and being more particularly described as follows:

BOD. 207 EME 172

A parcel of land located in the Southwest 1/4 of Section 4, Township 7 North, Range 2 East, Madison County, Mississippi and being more particularly described as follows:

Commencing at the Southwest corner of said Section 4. Township 7 North, Range.2 East, Madison County. Mississippi and run Easterly along the South line of Section 4 for a distance of 139.20 feet, more of less, to a point on the West right-of-way line of U.S. Highway 51, as it is now laid out and exists; thence run N23°20'00"E along said West right-of-way line for a distance of 584.49 feet to a point, said point being the Point of Beginning of the herein described survey; thence continue of the herein described survey; thence continue N23°20'00"E along said West right-of-way for a distance of 23.02 feet to a point; thence leaving said West right-of-way run N02°24'26"W for a dissaid West right-of-way run N02°24'26"W along said fence line; thence run S88°39'52"W along said fence line for a distance of 10.00 feet to a point; thence leaving said fence line run S02°24'26"E for a distance of 39.55 feet to a point on the West right-of-way line of said U.S. Highway 51, and being the Point of Beginning, containing 290.821 square feet, more or less.

It is agreed and understood that ad valorem taxes for the current year will be prorated as of this date and Grantor will pay its pro rata share thereof to Grantees or their assigns when the same are actually ascertained.

This conveyance and the warranty contained herein is subject to any and all recorded building restrictions, rights-ofway, easements and mineral reservations applicable to the above described property.

IN TESTIMONY WHEREOF, witness the signature of the Grantor, represented herein by its duly authorized officers, this the 18th day of July . 1985.

MFC SERVICES (AAL)

(SBAE). ATTEST Poll W

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Its: Secretary

Astronomy

STATE OF MISSISSIPPI

COUNTY OF MADISON
Personally came and appeared before me, the undersigned
notes and for the State and County aforesald,
and Samuel I. Fork, 122
to me to respectively be the
Secretary of M.
acknowledged that for and on benalf of sale
(AAL), who each acknowledge. corporation and as the act and deed of said corporation, the
have this day signed and delivered the above and foregoing
have this day signed and purposes therein expressed Warranty Deed for the intent and purposes therein expressed
Warranty Deed for the Intens day
having been first duly authorized so to do. GIVEN under my hand and official seal of office, thi
GIVEN under my hand and different con-
the 18th day of July , 1985.
the 18th day of
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(SEAU)
My Commission Expires:
My Commission Express Pay 21, 1989
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"BE IT RESOLVED by the Board of Directors of MFC Services (AAL) that subject to the approval of the Jackson Bank for Cooperatives, the officers of MFC, and each and any of them, acting on behalf of MFC, should be and they are hereby authorized and empowered to accept the offer of Ken Pritchard and Lee Hawkins for the purchase of the tract of land, consisting of 2.971 acres, owned by MFC and lying immediately to the south of and adjacent to the south boundary line of the warehouse property owned by the City of Madison and under lease to MFC, at a price of Twenty Thousand and No/100 Dollars (\$20,000.00) per acre, payable in cash, and to execute all documents (including, but not limited to, a Warranty Deed) and do all acts and things necessary or incidental to the full consummation of the purchase and sale."

CERTIFICATE

I, SAMUEL T. POLK, III, Secretary of MFC Services (AAL), hereby certify that the above and foregoing is a full, true and exact excerpt from the minutes of a meeting of the Board of Directors of MFC Services (AAL) duly called and held on May 2, 1985, at which meeting a quorum was in attendance, and I do further certify that the action of management and authorized by the foregoing excerpt from the minutes has not been amended or rescinded and still continues in full force and effect.

GIVEN under my hand and the seal of said corporation, this the 1844 day of July A.D., 1985.

Munimum Continue Samuel T. Pall W. SAMUEL T. POLK, 111, SECRETARY00

STATE OF MISSISSIPPI, County of Ma	lison:
I Billy V. Cooper Clerk of the C	hancery Court of Said County, certify that the within instrument was filed
for record in the owner and 25 day	of July 19. 30. at Ilino, o'clock A M., and
137 (134Ca) 371	hancery Court of Said County, certify that the within instrument was filed of July
ME duly Bearing the aay	110 0.0 400°
my office the state of office	JUL 3 0 1985
With Samuel and all of or other	BILLY V. COOPER, Clerk **
	By M. W. right D.C.
COUNTY	By. XI 4 W. ~~~ \\ P.V.A
	•

THE STATE OF MISSISSIFFI
County of Madison
IN CONSIDERATION OF Ten Dollars (\$10.00) and more good and valuable
considerations, cash in hand paid to the undersigned the sum and
Sufficiency which is hereby acknowledged, I Anthony Mawthorne
do hereby agree to bargain and sale
Convey and warrant to Phyllis Hawthorne.
Convey and Warrant to Rt# Box 81 a Canton Miss
Commencing at the intersection of the North line of the North of
SWk of the SWk of Sec. 28, T10N, R5E, Madison Co., Ms. and the
SW% of the SW% of Sec. 20, 110W, ASA, Manager along said ROW
East ROW line of State Hwy. 17, and run Southerly along said ROW 50 ft. to POB; thence run East 210 ft., thence run South 210 ft.,
50 ft. to POB; thence run East 210 ft., thence 210 ft.
thence run West 210 ft., thence North along said ROW line 210 ft.
to the POB, containing one acre, more or less, and situated in the
North 및 of the SW¼ of the SW¼ of Sec. 28, T10N, R5E.
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25 25 25 25
Madison in the State of Mississippi.
situated in the County of
Witness signature the day of A. D., 19 WITNESS:
Sugar McCartz withou Hourthorse
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Form 512 HEDERMAN BROS , Jackson, Miss

BOOK 207 PAGE 176

THE STATE OF MISSISSIPPI, COUNTY OF TO WALL TOW
Personally appeared before me, Susan My Carty of the County of
in said State, the within named Outhon Howtherite
and wife of said.
who acknowledged that he signed and delivered
the foregoing instrument on the day and year therein mentioned.
Given under my hand and official seal at Couton Medico (a. Mississippi, this
the 25th day of
- Jusan Mc (aute iii)
Sustice Cout Club :: ""
8/2/2010
THE STATE OF MISSISSIPPI, COUNTY OF MACHES 1
Personally appeared Acquilias In Colles one of the subscribing
witnesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he saw the within named
and a
wife of said
whose namesubscribed thereto, sign and deliver the same to the said White the said white the same to the said white the sa
; that he, this afflant, subscribed his name as a witness hereto, in the presence
of the said
Millowy Howards
SWORN TO and subscribed before me at theofCattonMississipply
this the Deday of July A. D., 1982
Sacratice M. action
Of County Min
County, Miss.
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QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) cash in hand paid me and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged I, ELGIE BURRELL, a widow, Grantor, do hereby sell, convey and quitclaim unto IRENE ECKOLS, Grantee, the following described property, lying and being situated in Madison County, Mississippi, to-wit:

Lot 14 of Burrell Subdivision, as are shown on a map or plat of said Subdivision which is of record in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Book 5 at Page 27.

WITNESS MY SIGNATURE on this, the 25 day of

__, 1985.

ELGIE BURRELL, GRANTOR Route 4, Box 161-B Canton, Mississippi 39046

IRENE ECKOLS, GRANTEE Route 2, Box 296 Canton, MS 39046

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ELGIE BURRELL, who acknowledged to me that she did sign and deliver the foregoing instrument on the date and for the purposes therein stated

CIVEN UNDER NY HAND and official seal on this day of May of NOTARY PUBLIC NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

First County of Madison:

For reporting the Office, this Chancery Court of Said County, certify that the within instrument was filed for reporting the Office of the Chancery Court of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify that the within instrument was filed for reporting the Office of Said County, certify the Office of Said County, certification of Said County, certificati

BOOK 207 PAGE 178

597.1

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, I, M. A. WEHR, Grantor, do hereby convey and forever warrant unto W. LARRY SMITH-VANIZ, Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot #15 on the East side of North Liberty Street according to map or plat of the City of Canton prepared by Koehler and Keele being also, on the East side of the Public Square, together with the store building situated thereon. This conveyance includes such rights as the grantors may own in the party walls in the buildings on the North and . South sides respectively, of the building hereby conveyed.

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

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

 Grantor: ______; Grantee: ______.
 - · 2. City of Canton, Mississippi, Zoning Ordinance.
- 3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
- 4. Rights-of-way and easements for roads, power lines, and other utilities.
- 5. An unrecorded Real Estate Lease Purchase Agreement between Ernest A. Kraft and Tim Lawrence providing for the lease of the property for 60 months from and after April 1, 1983, and certain options and rights of first refusal in regard to the purchase of the property.

WITNESS MY SIGNATURE on this the $q^{\underline{u}}$ day of \underline{ApliL} , 1985.

M. A. WEHR

STATE OF MISSISSEPPI " COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named M. A. WEHR, 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 gtd day of _, 1985.

MY COMMISSION EXPIRES:
My Commission Egger July 28, 1985

Granton N.
Post Office Box 284
Canton, MS 39046

2790-i

Post Office Box 284 Canton, MS 39046

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	STATE OF WISSISSII	PI, County of Mad	ison:	A 40	-	* _ * _	. 1
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BOOK 207 PAGE 180

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, W. LARRY SMITH-VANIZ, Grantor, do hereby convey and forever warrant unto SHELBY B. SMITH, JR., Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

Lot #15 on the East side of North Liberty Street according to map or plat of the City of Canton prepared by Koehler and Keele being also, on the East side of the Public Square, together with the store building situated thereon. This conveyance includes such rights as the grantors may own in the party walls in the buildings on the North and South sides respectively, of the building hereby conveyed.

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: 6 Months; Grantee: 6 Months.
 - City of Canton, Mississippi Zoning Ordinance.
- 3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
- 4. Rights-of-way and easements for roads, power lines, and other utilities.

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

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named W. LARRY SMITH-VANIZ, 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 & day of

MY COMMISSION EXPIRES:

Grantor:

Grantee:

LSV/sr

STATE OF MISSISSIPPI, County of Madison:

STATE OF MISSISSIPPI, County of Madison:

On the Chancery Court of Said County, certify that the within instrument was filed

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On the Chancery County County

| 1

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, (I, we) Juanita (Lewis) Shelton hereby convey , GRANTOR (S), do and Quitclaim unto E.W. SPEARS, GRANTEE, all of my (our) right title and interest in and to the following described real property located and being situated in Madison County, Mississippi and being more particularly described as:

Six (6) acres off the South end of SW1/4 NW1/4, and Sixteen (16) off the North end NW1/4 SW1/4, Section 22 Township 8, Range 3 East, consisting of 22 acres more or less.

Witness My (Our) Signature (e) on this the 25 day of July, 1985.

STATE OF MISSISSIPPI COUNTY OF MADISON

1

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction, Juanita (Lewis) Shelton ____, who acknowledged that she(they) did sign and deliver the foregoing instrument on the date and for the purpose therein stated.

Given Under My Hand and Official Seal of Office, on this the 25 day of July

ssion Expires:

(Lewis) Shelton

1024 Louis Street Jackson, Ms 34213

Grantee's A Address

P.O. Box 09225 Illinois 60609 Chicago,

STATE OF MISSISSIPPI, County of Ma	dison: Chancery Court of Said County, certify that the within instrument was filed
to reason by office this . 25. day	Chancery Court of Said County, certify that the within instrument was filed of JUL 3 U 1985, at 3.250 clock
my which was any hangand seal of office	JUL 3 V 1985
	BILLY V. COOPER, Clerk By
COUNTY	ву

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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, of all of which is hereby receipt and sufficiency acknowledged, the undersigned FARM AND FOOD CORPORATION, a Mississippi corporation, Grantor, does hereby sell, convey and warrant unto FARM AND FOOD N.V., a Netherlands Antilles corporation, Grantee, the following described land and property lying and being situated in Madison County, Mississippi and more particularly described as follows, to-wit:

South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 8 North, Range 1 East, containing 20 acres, more or less; and

Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 8 North, Range 1 East, containing 10.0 acres, more or less.

Ad valorem taxes for the current year are hereby assumed by and will be paid by the Grantee.

There is expressly excepted from the warranty hereof any and all easements and zoning ordinances of record pertaining to the above-described property. There is further excepted from the warranty hereof, all oil, gas and other mineral rights previously reserved by prior owners.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer on this June, 1985. the <u>3</u> day of

FARM AND FOOD CORPORATION

DeBeukelaer Peter P.

President

JTT029-12 mm

BOOK 207 PAGE 184

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

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, PETER P. DeBEUKELAER, who acknowledged to me that he is the President of FARM AND FOOD CORPORATION, a Mississippi corporation and that as such, he did execute the above and foregoing Warranty Deed for and on behalf of the corporation and as its act and deed, after being first duly authorized so to do, on the date therein written.

of June, 1985.

Dames T. Thomas, IV Nothery Public

My commission expires:

My Commission English Sensory, 12, 1837

Address of Grantor and Grantee:

P. O. Box 456 Madison, Mississippi 39110



STATE SEXUSSISSIPPI; County of Madison:	within instrument was filed
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PILET ALCOHOL	.,, -,
By Y	J

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WARRANTY DEED

A ...

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 FARM AND FOOD N.V., a Netherlands Antilles corporation registered to do business in Mississippi, Grantor, does hereby sell, convey and warrant unto FARM AND FOOD CORPORATION, a Mississippi corporation, Grantee, the following described land and property lying and being situated in Madison County, Mississippi and more particularly described as follows, to-wit:

North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 8 North, Range 1 East, containing 20 acres, more or less; and

Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 8 North, Range 1 East, containing 10.0 acres, more or less.

Ad valorem taxes for the current year are hereby assumed by and will be paid by the Grantee.

There is expressly excepted from the warranty hereof any and all easements and zoning ordinances of record pertaining to the above-described property. There is further excepted from the warranty hereof, all oil, gas and other mineral rights previously reserved by prior owners.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer on this the 3 day of ________, 1985.

FARM AND FOOD N.V. (A Netherlands Antilles corporation)

Bu •

Peter P. DeBeukelaer Managing Director

JTT029-11 mm

-1-

800K 207 PAGE 186

STATE OF MISSISSIPPI COUNTY OF Hinds

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, PETER P. Debeukelaer, who acknowledged to me that he is a 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 Warranty Deed for and on behalf of the corporation and as its act and deed, after being first duly authorized so to do, on the date therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 3rd day

James T. Thomas, TI Novary Public

My commission expires: My Commission Expires January 12, 1937

Address of Grantor and Grantee:

P. O. Box 456 Madison, Mississippi 39110



GEMISSISSIPI, County of Madison: BILLY V. COOPER, Clerk
By D. W. D.C.

JTT029-11 mm

-2-

5980 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 for the further consideration of the assumption and agreement to pay as and when due by the Grantee herein, the entire residual balance of that indebtedness which is secured by a Deed of Trust dated December 29, 1978, executed by William C. Light, et ux, Debra Lynn Light, to Deposit Guaranty Mortgage Company, Beneficiary, Book 451 Page 635, assigned February 1, 1979, to Federal National Mortgage Association, Book 452 Page 464, commencing with the installment payment due August 1, 1985, forward, the undersigned, JOHN LEE LYLE and wife, DEBRA CARPENTER LYLE, by these presents, do hereby sell, convey and warrant unto PETER H. WILSON, a single person, the land and property which is situated in Madison County, Ms., described as follows, to-wit:

Lot Twenty-four (24), of Pear Orchard Subdivision, Part Three (3), according to the map thereof which is of record in the Office of the Chancery Clerk of Madison County at Canton, Ms., in Plat Cabinet "A" at Slot 156 (or Plat Book 5 Page 56), reference to which is hereby made.

Record title to the subject property is vested in the Grantors by Warranty Deed, dated October 31, 1980, recorded Book 172 Page 204.

This conveyance and it is warranty is subject to further title exceptions, to-wit: (a) oil, gas, and mineral rights outstanding; (b) drainage-utility easements across West and Not sides of lot per plat; (c) restrictive covenants Book 404 Page 761, and Book 405 Page 408; (d) release Book 161 Page 504; (e) ad valorem taxes for the present year, prorated this date by estimation, and will be adjusted to actual when ascertained as to amount.

Grantors for the same consideration, sell, assign, and transfer to the Grantee all escrow funds for taxes and insurance, insurance policies, as held by the Beneficiary of the foregoing Deed of Trust for the benefit of the Grantors.

WITNESS the hand and signature of the Grantors hereto affixed

this the 24th day of July, 1985.

JOHN LEE-LYLE

Milly (Will's I VI =

450,

STATE OF MISSISSIPPI, COUNTY OF HINDS:

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named JOHN LEE LYLE and wife, DEBRA CARPENTER LYLE, who each acknowledged before me that they signed and delivered the foregoing instrument for the purposes recited on the date therein set forth.

GIVEN ander my hand and the official seal of my office on this the 24th day of July, 1985.

My Comm. Expires: My Commission Expires Aug. 28. 1983

3711003

Grantor M/A:

John Lee Lyle, et ux, Debra Carpenter Lyle, 711 Lake Harbour Dr., The Mark Apartments, #1246, Ridgeland, Ms. 39157.
Peter H. Wilson, 243 Walnut Ridge Drive, Ridgeland, Ms. 39157 Grantee M/A:

ISSIPPI, County of Madison: JULO 8 0 1985. 19..., Book No 20.7 on Page .18.7. in JUL 3 0 1985 d seal of office, this the . . . BILLY V. COOPER, Clerk By M. W. ught D.C.

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BOOK 207 PAGE 189

cash in hand paid and other good, legal and valuable considerations the receipt of all of which is hereby acknowngedged, the undersigned, LLOYD BURTON, INC. of 805 East River Place, Jackson, Mississippl 39202, by these presents, does hereby sell, convey and warrant unto DAVID L. SANDEFUR and wife, JANICE G. SANDEFUR of 282 Chestnut Hill, Ridgeland, Mississippi 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 as follows, to-wit:

Lot 50, Planter's Grove of Cottonwood Place, Part II, a subdivision according to the map or Plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B at slide 70, 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 on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agree to pay to the Grantees or their assigns any amount which is deficit on an acutal proration and likwise, the Grantees agree to pay to the Grantor any amount overpaid by them.

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

LLOYD BURTON, INC.

EX: LLOYD BURTON, PRESIDENT

STATE OF MISSISSIPPI COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, the within named Lloyd Burton, personally known to me to be the President of Lloyd Burton, Inc., who as such officer acknowledged to me that he signed, sealed and delivered the above and foregoing instrument for the purposes recited on the date therein set forth; all as and for the act and deed of said corporation, he being first duly authorized so to do.

GIVEN UNDER MY HAND and official seal of office this the 19th day of July, 1985.

My commission expires:

STATE OF MISSISSIPPI, County of	Madison:
oper, Clerk of t	the Chancery Court of Said County, certify that the Within Institute was med
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Court Marie	By m. Wright
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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash/in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we the undersigned, TOMMY E. MONROE and wife, LINDA R. MONROE do hereby sell, convey and warrant unto ROBERT G. WILLIS and wife, SHIRLEY WILLIS 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 the County of Madison, State of Mississippi, to-wit:

Lot FIFTY-THREE (53) GREENBROOK 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 Slide B-24, reference to which is hereby made in aid of and as a part of this description.

It is agreed and understood that ad valorem taxes covering the above described property for the year 1985 are to be prorated as of this date on an estimated bases, and when said taxes are actually determined, if the proration as of this date is incorrect, the the Grantors agree to pay to said Grantees any deficit on an actual proration.

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

WITNESS THE SIGNATURES of the grantors, this the 22 day of July, 1985.

OMMY E. MONROE

anda M. Mona

GRANTORS' ADDRESS 3727 Greenwich St. Jackson, Ms. GRANTEES' ADDRESS 139 McCormack Dr. Ridgeland, Ms. STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named TOMMY E. MONROE, and wife, LINDA R. MONROE, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

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

My commission expires:

June 3, 1986

STATE-OF-MISSISSIPPI, County of Madison:	
Billy Der, Clerk of the Chancery Court of Said County, certify that the within instrument	was filed
for recording by of this . I day of	_Mand
her reported by of this 2 day of JUL 80 1985 19. Book No. 20. 7 on Page /	91in
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my an and seal of office, this the of	
BILLY V. COOPER, Clerk	
By & Wright	, D.C.

BOOK 207 PAGE 193

QUITCLAIM DEED



WHEREAS, the undersigned Percy Lee McDonald and Jessie McDonald are the present owners of the hereinafter described property; and

WHEREAS, it is the desire of the undersigned that the title to the hereinafter described property be vested as stated hereinafter:

NOW THEREFORE, in consideration of the premises and forother good and valuable consideration not necessary here to mention, the receipt of which is hereby acknowledged, we, PERCY LEE McDONALD and JESSIE McDONALD, do hereby convey and quitclaim that property stiuated in Madison County, Mississippi, described as:

All of that part of the N½ of S½ of SE½ of Section 3 lying east of the public road, and the N½ of SW½ of SW½ of Section 2, all being in Township 7 North, Range 1 East, and containing by estimation forty (40) acres, more or less:

so as to vest title in the following parties in the proportions stated, to-wit:

Samuel Lee McDonald, an undivided 8/40th interest; and Wedell McDonald Evans, an undivided 1/40th interest; and Dessie Lee McDonald Johnson, an undivided 1/40th interest; and Alfred McDonald, an undivided 1/40th interest; and Earl McDonald, an undivided 1/40th interest; and Jessie McDonald, an undivided 17/40th interest; and Percy Lee McDonald, an undivided 11/40th interest.

WITNESS our signatures this 10th day of July, 1985.

Lee OB Willowa Percy Lee McDonald

ssie McDonald

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named PERCY LEE MCDONALD 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 $\frac{26}{26}$ day of July, 1985.

Alice R. Fairefer
Notary Public

(SEAL)

My commission expires:

Mine St. 14, 1987

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named JESSIE McDONALD 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 26 day

of July, 1985.

Alaic R. Faceker Notary Public

(SEAL)

My commission expires:

1162 Per 14 1987

Address of Grantors and of Grantees: Route 1, Box 224
Madison, Mississippi 39110

STATE OF MISSISSIPPI, County of Madison:	and a second comity that the within instrument was fill	ed
Billy wine coper, Clerk of the Chancery	Court of Said County, certify that the within instrument was file 19	nd
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with my sandard seal of office, this the	BILLY V. COOPER, Clerk	
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SPECIAL COMMISSIONER'S DEED

Pursuant to Judgment of the Chancery Court of Madison
County, Mississippi, rendered in Civil Action File No. 27-233,
styled James L. Shirley, Plaintiff, versus William J. Steen,
Defendant, on the 19th day of July, 1985, confirming a sale
made on June 24th, 1985, under authority of Judgment rendered
in said Cause on the 23rd day of May, 1985, and the credit of
the bid of the grantee herein of Five Thousand (\$5,000.00) Dollars
cash against the indebtedness due said grantee by the aforesaid
defendant, I, BILLY V. COOPER, CHANCERY CLERK OF MADISON COUNTY,
MISSISSIPPI, SPECIAL COMMISSIONER, do hereby convey and quitclaim
unto JAMES L. SHIRLEY that real estate situated in Madison County,
Mississippi, described as:

E4 of NE% of SE% of Section 9, Township 10 North, Range 4 East, Madison County, Mississippi, containing 20 acres, more or less.

This conveyance is without warranty and the undersigned conveys only such title as is vested in him as Special Commissioner by proceedings in the aforesaid Cause.

WITNESS my signature, this 224 day of July, 1985.

BILLY V. COOPER, Chancery Clerk of Madison County, Mississippi, Special Commissioner

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named BILLY V COOPER, Chancery Clerk of Madison County, Mississippi, Special Commissioner, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed as Special Commissioner and for the purposes therein expressed.

Given under my hand and official seal this the 20 day of 1985.

(SEAL)

My commission expires: 1=4-88

Address of Grantor: Canton; Mississippi 39046

Address of Grantee: 1308 Brookside Drive, Forrest City, Arkansas 72335

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6001

QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten and No/100 (\$10.00) Dorrars, cash in hand paid me, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, Gene L. Mosley, do hereby sell, convey and quitclaim unto-George C. Nichols, all interest in and to the following described property located in the city of Canton, Madison County, Mississippi, to-wit:

Lot 25 on the South side of West Peace Street in the City of Canton, Madison County, Mississippi, according to the map of said City prepared by George & Dunlap.

WITNESS my signature hereon this the 26th day of July, 1985.

STATE OF MISSISSIPPI

COUNTY, OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the above named County and State, Gene L. Mosley, who acknowledged that he did sign and deliver the above and foregoing instrument on the day and year therin set out.

WITNESS my signature and seal of office on this the day of

Commission Expires:

My Commission Expires Jan. 21, 1986

ISSISSIPPI, County of Madison: JUL 3 6 1985 ... 19 nd seal of office, this the of . . BILLY V. COOPER, Clerk By D. Winget D.C.

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

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I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from trio a being the amount necessary to redeem the folloying descrit RANGE ACRES DESCRIPTION OF LAND taxes thereon for the year 19 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 Billy V. Cooper, Chancery Clerk By. STATEMENT OF TAXES AND CHARGES Tax Sold for (Exclusive of damages, penalties, fees) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) Tax Collector Advertising --- Selling each separate described subdivision as set out on assessment roll. \$1.00 plus 25cents for each separate described subdivision \$1.00 each (5) Printer's Fee for Advertising each separate subdivision (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision (7) Tax Collector---For each conveyance of lands sold to indivisduals \$1.00 (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR (9) 5% Damages on TAXES ONLY. (See Item 1) Saxes and costs (Item 8 --- Taxes and (10) 1% Damages per month or fraction on 19 Months. (11) Fee for recording redemption 25cents each subdivision [12] Fee for indexing redemption 15cents for each separate subdivision 00 (13) Fee for executing release on redemption . (14), Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457) \$2,00. (15) Fee for issuing Notice to Owner, each... _@ \$2 50 cach (16) Fep Notice to Lienors_ S1 00. (17) Fee for mailing Notice to Owner_ (18) Sheriff's fee for executing Notice on Owner if Resident TOTAL. (19) 1% on Total for Clerk to Redeem /525x Excess bid at tox sale S STATE OF MISSISSIPPI, County of Madison: office this 26 day of JUL 3.V 1985 19. Book No. 20. Jon Page 1971 in JUL 3 C 1985

BILLY V. COOPER, Clerk

By D. v. Wright D.C.

[6004

INDEXED TO

7443

I, Billy V. Cooper, the undersigned Changery Clerk III and to the county	0ou	_		25,42
no sum of Twenty- que & 42/100'		Chata	DOLLARS (S_	
e sum of	id County	and State	, to-wit:	40000
DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
10 10	1			
8.79 A in NW14 Dies IA Vac		ļ. —	1	
A	l ,	7N	15	
BK 155-568 losa 4A	 	170	<u>, </u>	
•			<u> </u>	
			\	
				<u> </u>
	1			
Which said land assessed to Jimmy P. & Virginia 19 day of Sept 1983, to George	a.H.	Joh		and sold on the
axes thereon for the year 19.22, do hereby release said land from all cl	aim or title	of said pu	rchaser on acco	ount of said sale.
exes thereon for the year 19.22 do hereby felease said land from and	. f	tina on this	tha 26	2 day of
IN WITNESS WHEREOF, I have hereunto set my signature and the seal	UI SEIG 01	NCA OU TURS		
19_85_ Billy V Cooper, Chan	cery Cleri	VA		
SFALL BY		10	would	D.C.
STATEMENT OF TAXES AND C	HARGES	. 1	; I	
			•	s 5.12
State and County Tax Sold for (Exclusive of damages, penalties, fees)				,41
Day Colleges's 28 Damages (House Bill No. 14, Session 1932)				_\$
	s set out o	n assessmer	it foll.	1 nc.
\$1,00 plus 25cents for each separate described subdivision				_s <u>/ .k.</u> _
		S1.00	each	_s <u>4.50</u>
 Printer's Fee for Advertising each separate subdivision Clerk's Fee for recording 10cents and indexing 15cents each subdivision 	Total 25	ents each s	ubdivision	_s <u>25</u> _
6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision	1000.20			s 1.00
(7) Tax Collector—For each conveyance of lands sold to indivisuals S1 00				s 12.63
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR _				s . 26
TAYES ONLY (See Item 1)				_
was as Barrers are most or fraction on 19 XZ saxes and costs (Item 8 -	- Laxes and			190
2 Months —				_s <u>z.70</u>
(11) Fee for recording redemption 25cents each subdivision				_s <u>25</u> _
(11) Fee for Indexing redemption 15cents for each separate subdivision				_s <u>_</u>
(12) Fee for Indexing redemption 19cents for each separate substitute				_s_ <u>1.00</u> _
(12) Fee for indexing redemption tocents for each separate section (13) Fee for executing release on redemption	JI No 45'	7.1		s _ ' _
(13) Fee for executing release of redemption [14] Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House B	111 140. 454	(.)	ca 00	_s <u>_4.00</u> _
tara For for issuing Notice to Owner, each			\$2 00	
(16) Fee Notice to Lienors@ \$2,50 each				- <u>- 2:00</u>
(17) Fee for mailing Notice to Owner			S1 00	_ s <u> </u>
(18) Sheriff's fee for executing Notice on Owner if Resident	4 5		\$4,00	- s - 70
(18) Sheriff's fee for executing frontes and		T	OTAL	<u>s_20</u>
			<u> </u>	s 23 _
(19) 1% on Total for Clerk to Redeem			shown above	s STO
(19) 1% on Total for Clerk to Redeem	pay accru	Don	Dot	$-2.\infty$
				2-5
Excess bid of tax sale \$	h	150	10	25 112
Good Werritt 18.7	1	<u>၂၃, </u>	<u> </u>	
74	0 .	7.4	o3	
- CUNS HELL TO	_ -		٥٥ .	
Por Kell			12	
diadore Chamile	<u></u>	_25.4		
TATE OF MISSISSIPPI, County of Madison: Clerk of the Chancery Court of Said Court of	, 19. 😂 `, 19 JUL 3	3 . , at <i>:-1:</i> : , Boo 0 1965	oʻclock k No. 2 <i>0.7</i> 0 19	
St. S.	BILL	Y V. COU	IPEH, CIEIK	•
The state of the s	~~	لللجريد	10.04.1	o.d ,,
By		$\sim\sim$	こくいもくしき	

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

Nº

7444

I, Billy V. Cooper, the undersigned Chancery Clork in and for th	ne County a	nd State	eforesaid	l, having this d	ay rece	eived from
Junny Chruspy	· .					
- 1 10 + 11 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		-		DOLLARS (S	22	24
being the amount necessary to redeem the following described	land in said	County	and State	. to-wit:		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
DESCRIPTION OF LAND	-	SEC.	TWP	RANGE	1	CRES
8.79 A in NW14 less 1A						
	· +A					
<u>Lac BR 155-568 less</u>	4.4		_7_	15	ļ	
					<u> </u>	
]	
,		1	,			· ·
Which said land assessed to Jimmy P ving 17 day of Stot 1984 to Bi	mia.			100L		
taxes thereon for the year 19_83 do hereby release said land fr	om all claim	or title o				
IN WITHERS WHEREOF, I have hereunto set my signature and						
19_85_ Billy V. Coope	r, Chancery	Clerk.	10			
(SEAL)		+	(610	gory.		, D.C.
STATEMENT OF TAXE	S AND CHAR	GES)	I = I	_	_
(i) State and County Tax Sold for (Exclusive of damages, penalties,	fees)		-		_s_C	1.32
(2) Interest					_s	.75
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)					_s	.19
(4) Tax Collector AdvertisingSelling each separate described subd				roll.		
\$1,00 plus 25cents for each separate described subdivision					_s <i>I</i>	.25
(5) Printer's Fee for Advertising each separate subdivision			\$1.00 e	ach	_s <u>Z</u>	50
(6) Clerk's Fee for recording 10cents and indexing 15cents each sub					_s	. 25
(7) Tax CollectorFor each conveyance of lands sold to indivisdual					${oxtdot}$ s ${oxed}{oxed}$.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLEC					s 7	7.26
(9) 5% Damages on TAXES ONLY. (See Item 1)						-47
(10) 1% Damages per month or fraction on 19&3 taxes and costs (I	tem 8Taxe	es and	*			1.90
costs only					_\$ _\$	75
(12) Fee for indexing redemption 15cents for each separate subdivisi						. 15
(13) Fee for executing release on redemption				, ,	_s	.00
(14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, F	iousa Rill No	4571			_3	
(15)' Fee for issuing Notice to Owner, each	JOUSE DIN 140	,, ~ J / ., <u></u>		S2 00	_~	
(16) Fee Notice to Lienors Question S2.50 each				. 52 00		
(17) Fee for mailing Notice to Owner				\$1.00	_* _	<u> </u>
(18) Sheriff's fee for executing Notice on Owner if Resident				54.00	- \$ <u>-</u>	
(10) Shertil's lee for executing Notice on Owner it resident		•	701	AL	- ; -	21.03
_	4		.5,		- <u></u> -	.21
(19) 1% on Total for Clerk to Redeem	and to and	period a	and so the	nwa-ahau-	ごっ	1.24
(20) GHAND IOTAL TO REDEEM from sale covering 1975 Craxes	and to pay a	ecinea i	Rec	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		2.00
Excess bid at tax sale S					-5	3.24
Boodles Isingia	19.10	3				۳
Clark Mar	1.10	Ĭ				
- Clerk Julies		<u> - </u>				
Pac Rev	2.00					· · · · · ·
	25.24					·
STATE OF MISSISSIPPI, County of Madison:						
Bill Topper, Clerk of the Chancery Court of Said	Country	arella -		. Jak. L		:
for recording my other this 200 day of . July.	County, c	eruiy t	nat the v	vithin instrui		
	, 19, .(o'clock		M., and
myddiawdd 54	, 19.	-	Book No	on Pa	ige . L	14. in
Without my many and seal of office, this the of	JUL 3	(* 1985		19		
2	BIL	LY V. C	COOPER	. Clerk		
E Company of the Comp	~		٠ ٦	JAH-	*-	