

INDEXED

7570

STATE OF MISSISSIPPI )  
 COUNTY OF HINDS )

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, we, SILAS WESLEY FORD and his wife, PATRICIA WOOD FORD, do hereby sell, assign, set over and quitclaim unto W. O. CONNER and his wife, MARY JONES CONNER, subject to that certain deed of trust held by the Veterans Farm and Home Board of the State of Mississippi of record in Deed Book 380 at page 138 of the records of the Chancery Clerk of Madison County at Canton, Mississippi; provided further that this deed take effect when such deed of trust is satisfied by the grantors herein or, in the event the grantors pay off this deed of trust prior to it's due date and at the time, on or before any additional money is borrowed on the following described property, it being the intent of the grantors herein to convey to W. O. CONNER and his wife, MARY JONES CONNER, with full rights of survivorship and not as tenants in common, the following described property located in Madison County, Mississippi, to-wit:

That certain parcel of land situated in the Northeast Quarter (NE 1/4) of Section 31, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:  
 Commence at the Northwest corner of the NE 1/4 of the NE 1/4 of said Section 31 and run thence South, 374.85' to the POINT OF BEGINNING for the parcel herein described; thence S 60°10'45" E, 940.5 to a point; thence S 29°49'15" W, 1368.6' to an Iron Pin marking the Northerly ROW line of a public gravel road; thence N 26°01'48" E, 220.06' to a power pole; thence N 21°52'20" E, 620.84' to an Iron Pin marking the South side of a small creek as follows:

N 77°37'52" W, 88.03'  
 N 50°14'45" W, 151.07'  
 N 73°00'38" W, 95.19'  
 N 61°42'52" W, 90.35'  
 N 70°50'07" W, 95.81'

to a point; thence North, 663.64' to the POINT OF BEGINNING, containing 10.73 acres, more or less.

WITNESS OUR SIGNATURES this the 28<sup>th</sup> day of  
February, 1975.

Silas Wesley Ford  
SILAS WESLEY FORD  
Patricia Wood Ford  
PATRICIA WOOD FORD

BOOK 208 PAGE 400

STATE OF MISSISSIPPI )  
COUNTY OF Franklin )

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within named Silas Wesley Ford and his wife, Patricia Wood Ford, who being by me first duly sworn stated on their oath that they signed, executed and delivered the above and foregoing quitclaim deed on the day and date therein stated.

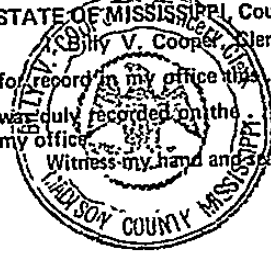
Witness my signature and seal of office this 28<sup>th</sup> day of February, 1975.

Heather S. Wood  
NOTARY PUBLIC

My commission expires:  
Friday 7-1975



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 17 day of September, 1985, at 4:30 o'clock P. M., and was duly recorded on the SEP 20 1985 day of SEP 20 1985, 1985, Book No. 208 on Page 399 in my office.  
Witness my hand and seal of office, this the ..... of ..... 19.....



BILLY V. COOPER, Clerk

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

C  
BOOK 208 PAGE 401

WARRANTY DEED

INDEXED  
1-7583

FOR CASH AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned UNDERWOOD HOMES, INC., a Mississippi corporation, acting by and through its duly authorized officers, whose address is P. O. Box 31758, Jackson, MS 39206 does hereby sell, convey and warrant unto ANNE E PALASOTA, an unmarried person, whose address is 204 Brookfield, Ridgeland, Mississippi, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Lot 24, Brookfield, Part II, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison county, at Canton, Mississippi in Plat Cabinet B at Slide 67, reference to which is hereby made in aid of and as a part of this description.

This conveyance and the warranty hereof are made subject to all building restrictions, restrictive covenants, easements and rights-of-way of record pertaining to the above described property.

This conveyance and the warranty hereof are further made subject to the prior reservation of all oil, gas and other minerals lying in, on and under the above described property.

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

WITNESS OUR SIGNATURES on this the 16th day of September,

UNDERWOOD HOMES, INC.

By: Thomas M. Underwood, Pres.



Jean D. LeBlond, Secretary

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Thomas M. Underwood and Charles D. Ellis, who acknowledged that they are President and Secretary, respectively, of UNDERWOOD HOMES, INC., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed as Grantor, they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they being first duly authorized so to do.

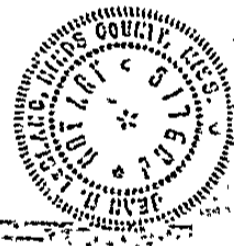
BOOK 208 PAGE 402

GIVEN under my hand and official seal on this the 16th day of September, 1985.

Jean D. LeBlond  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 17, 1986



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18 day of SEP 20 1985, 1985, at 9:00 o'clock P. M., and was duly recorded on the 18 day of SEP 20 1985, 1985, Book No. 208 on Page 401 in my office.



Witness my hand and seal of office, this the 18 day of SEP 20 1985, 1985.

BILLY V. COOPER, Clerk

By M. Wright, D.C.

INDEXED 7581

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash paid in hand, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned, ROBERT THOMAS, do hereby sell, convey and quit claim unto WILLIE and RUTH WILLIAMS, the following described land and property located and situated in Madison County, Mississippi, to-wit:

A house site, or building site, measuring about 60 feet by 40 feet, situated near and just SOUTH of the NORTH boundary line of the S.E. 1/4 of the S.W. 1/4 of Section 33, Township 10, Range 4, East, and at a point touching or very near a road running NORTH and SOUTH through said S.E. 1/4 of S.W. 1/4 of said Section 33, T. 10, R. 4, East; and being almost immediately WEST of and adjoining said ROAD at or near the point where said road intersects the NORTHERN boundary line of said S.E. 1/4 of said Section 33. Said 60 x 40 foot lot is located in a corner formed by the said road which runs NORTH and SOUTH and intersecting the said S.E. 1/4 of S.W. 1/4 of said Section 33, and is on the WEST side of said road. The size of said lot is 60 feet EAST and WEST by 40 feet NORTH and SOUTH.

WITNESS MY SIGNATURE THIS 3 day of September, 1985.

Robert Thomas (GRANTOR)

STATE OF ILLINOIS COUNTY OF Cook

Personally appeared before me, the undersigned authority in and for said jurisdiction, the within named Robert Thomas, who acknowledged to me that he signed and delivered the foregoing instrument on the day and year therein mentioned.

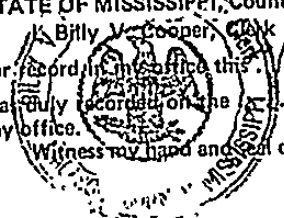
Given under my hand and official seal of office on this the 31st day of August, 1985.

Faith Davis (NOTARY PUBLIC)



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of Sept, 1985, at 9:00 clock A.M., and was duly recorded on the 20 day of SEP 20 1985, 19, Book No 208 on Page 403 in my office.



Witness my hand and seal of office, this the 20 day of SEP 20 1985, 19.

BILLY V. COOPER, Clerk

By W. Wright, D.C.

WARRANTY DEED

7595

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned B. G. GARRISON, do hereby sell, convey and warrant unto DON P. GARRISON and FELICIA MONK GARRISON, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located and situated in the City of Ridgeland, Madison County, State of Mississippi, to-wit:

The point of beginning being the Southeast corner of the NE 1/4 of Section 19, T. 7 N. - R. 2 E., Madison County, Mississippi:

Thence, South 89° 14' West for 237.7 feet;  
Thence, North 24° 00' East for 270.1 feet;  
Thence, North 89° 12' East for 202.4 feet;  
Thence, South 00° 43' East for 245.2 feet;  
Thence, South 89° 14' West for 77.5 feet to the point of beginning.

The above described tract lies and is situated in the SE 1/4 of the NE 1/4 of Section 19, and in the SW 1/4 of the NW 1/4 of Section 20, T. 7 N. - R. 2 E., City of Ridgeland, Madison County, Mississippi, and contains 1.46 acres.

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

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

WITNESS MY SIGNATURE, This, The 16 day of September, 1985.

*B. G. Garrison*  
B. G. GARRISON

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named B. G. GARRISON, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal of office on this, the 16 day of September, 1985.

*Simon M. Mason*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

SEP 20 1989

*Shanton*  
Route 1 Box 1650  
Madison Mo.

*Shanton*  
308 Highway 51 North

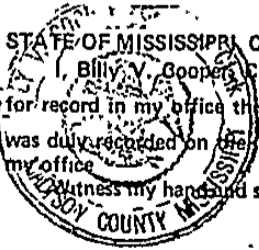
STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18 day of Sept, 1985, at 9:00 clock A. M., and was duly recorded on the SEP 20 1985 day of SEP, 1985, Book No. 228 on Page 404 in my office.

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

BILLY V. COOPER, Clerk

By D. Wright, D.C.



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

INDEXED 7603  
No 7532

Redeemed Under H.B. 567  
Approved April 2, 1932

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

*see*  
*for*  
the sum of Three Hundred Fifty-Five & 09/100ths DOLLARS (\$ 955.08)  
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
<u>Durfield 30</u>	<u>19</u>	<u>08</u>	<u>3E</u>	
<u>D.S. 185-173</u>				

Which said land assessed to Garner Realty Inc. and sold on the 26th day of August 1985, to Bradley Williamson for taxes thereon for the year 1984, 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 18th day of September 1985.  
Billy V. Cooper, Chancery Clerk  
(SEAL) By D. Wright D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$	828.35
(2) Interest	\$	41.42
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$	16.57
(4) Tax Collector Advertising--Selling each separate described subdivision as set out on assessment roll. \$1.00 plus 25cents for each separate described subdivision	\$	1.25
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each	\$	3.00
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision	\$	.25
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00	\$	1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$	891.84
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$	44.59
(10) 1% Damages per month or fraction on 19 <u>84</u> taxes and costs (Item 8--Taxes and costs only) <u>1</u> Months	\$	8.92
(11) Fee for recording redemption 25cents each subdivision	\$	.25
(12) Fee for indexing redemption 15cents for each separate subdivision	\$	1.50
(13) Fee for executing release on redemption	\$	1.00
(14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.)	\$	
(15) Fee for issuing Notice to Owner, each \$2.00	\$	
(16) Fee Notice to Lienors @ \$2.50 each	\$	
(17) Fee for mailing Notice to Owner \$1.00	\$	
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00	\$	
TOTAL	\$	949.58
(19) 1% on Total for Clerk to Redeem	\$	9.49
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>84</u> taxes and to pay accrued taxes as shown above	\$	959.07
		2.00
		956.08

Excess bid at tax sale \$ ✓  
Bradley Williamson 942.18  
club we 7 10.90  
R.F.V. 7 955.08

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18th day of September, 1985, at 3:00 o'clock P. M., and was duly recorded on the 18th day of SEP. 20 1985, 1985, Book No 208 on Page 405 in my office.  
Witness my hand and seal of office, this the 18th day of SEP. 20 1985, 1985.



BILLY V. COOPER, Clerk

By D. Wright, D.C.

RIGHT-OF-WAY EASEMENT  
FOR DISTRIBUTION SYSTEMS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS

THAT FOR AND IN CONSIDERATION OF Ten and No/100ths (\$10.00) Dollars, paid to the undersigned (herein styled "Grantor"), the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto ENTEX, INC. (herein styled "Grantee"), its successors and assigns, a right-of-way and easement to construct, maintain, and operate a regulator station, rectifier installation and appurtenances thereto and certain underground pipeline facilities on, over, and under the following described property situated in Madison County, Mississippi to wit:

TRACT 1

See Exhibit "A" attached hereto and the plat affixed thereto.

TRACT 2

See Exhibit "A" attached hereto and the plat affixed thereto.

TRACT 3

See Exhibit "A" attached hereto and the plat affixed thereto.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, with ingress to and egress from the premises, for the purpose of construction, inspection, repairing, maintaining and replacing the property of Grantee above described and removal of such at will, in whole or in part.

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

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

Except as to Tract 2 Grantee promises to pay Grantor damages to growing crops, fences and roads caused by construction of the facilities described herein.

As to Tract 2 it is agreed that the grant of rights herein is temporary only. The facilities on Tract 2 are already in existence. Grantee warrants that upon reasonable written notice from Grantor, Grantee will at its own expense relocate all facilities on Tract 2 to Tract 1 and surrender all claims from this conveyance to Tract 2. As to said relocation, Grantor releases Grantee from all claims for damages arising from normal relocation damage.

As to Tract 3, Grantee acknowledges that the rights acquired herein are limited solely to underground facilities only and further that the easement granted as to Tract 3 is nonexclusive and that Grantor has already and reserves the right in the future to grant to other telephone, electric, water, sewer, and cable television utilities the right to construct facilities in and on the easement herein granted.



In the event of such a secondary grant, Grantor is hereby released by Grantee from any liability for damages to Grantee's facilities covered by Tract 3 of this easement caused by the acts of a subsequent Grantee.

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

WITNESS THE EXECUTION HEREOF, on this the 13th day of September, 1985.

SUMMERTREE LAND COMPANY, LTD.  
BY: SECURITY SAVINGS & LOAN ASSOCIATION,  
General Partner

*William A. Frohn*  
\_\_\_\_\_  
William A. Frohn  
Executive Vice President

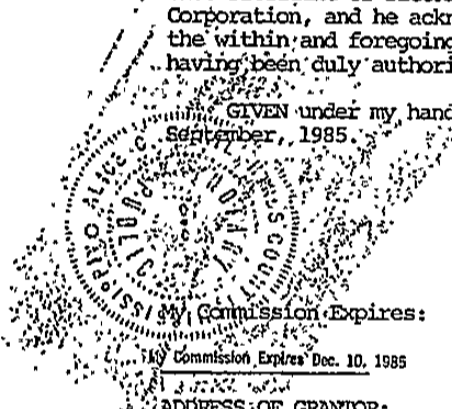
WITNESSES:

*Bertie N. Laganon*  
*Lay N. Adelleton*

ACKNOWLEDGMENT

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named WILLIAM A. FROHN, Executive Vice President of SECURITY SAVINGS & LOAN ASSOCIATION, a Mississippi Corporation, and he acknowledged to me that he signed, sealed and delivered the within and foregoing instrument for and on behalf of said corporation having been duly authorized so to do.

GIVEN under my hand and official seal, this the 13th day of September, 1985.



*James C. [Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires Dec. 10, 1985

ADDRESS OF GRANTOR:

SUMMERTREE LAND COMPANY, LTD.  
c/o SECURITY SAVINGS & LOAN ASSOCIATION, General Partner  
162 East Amite Street  
P.O. Box 1389  
Jackson, Mississippi 39205  
(601) 969-1700

ADDRESS OF GRANTEE:

ENTEX, INC.  
P.O. Box 1020  
Jackson, Mississippi 39215-1020  
(601) 354-4242

EXHIBIT A

TRACT 1

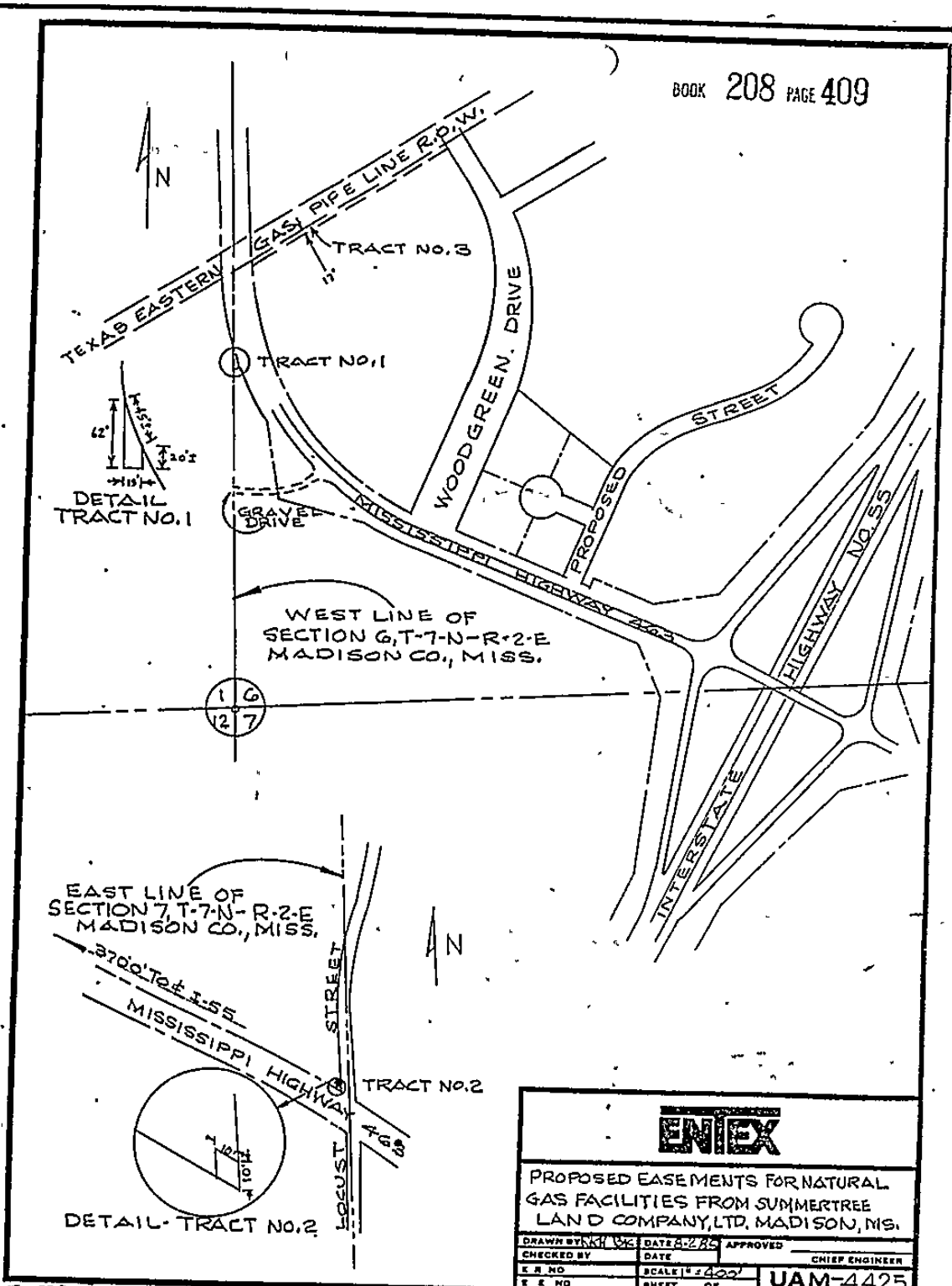
Beginning at the point of intersection of the West line of Section 6, Township 7 North, Range 2 East, Madison County, Mississippi, with the South right of way line of Mississippi Highway 463, and run THENCE in a southerly direction 62 feet; THENCE in an easterly direction 15 feet; THENCE in a northerly direction 20 feet, more or less, to the South right of way line of Mississippi Highway 463; THENCE in a northwesterly direction following the South right of way line of Mississippi Highway 463, a distance of 45 feet, more or less, to the Point of Beginning, as shown on the attached Entex Drawing No. UAM-4425.

TRACT 2

Also a 10' x 10' easement bordering the North right of way line of Mississippi Highway 463 and the West right of way line of Lucust Street in the Northeast 1/4 of Section 7, Township 7 North, Range 2 East, Madison County, Mississippi, for a rectifier installation, as shown on the attached Entex Drawing No. UAM-4425.

TRACT 3

Also a non-exclusive easement for underground gas mains and appurtenances 17 feet in width described as follows: Beginning at the intersection of the North right of way line of Mississippi Highway 463 with the East line of an existing Texas Eastern Gas Pipeline right of way, run THENCE in a northeasterly direction along said Texas Eastern Gas Pipeline right of way 790 feet, more or less, to the West right of way line of Woodgreen Drive; THENCE 17 feet in a southeasterly direction along the West right of way line of Woodgreen Drive; THENCE in a southwesterly direction parallel to the Texas Eastern Gas Pipeline right of way 795 feet, more or less, to the North right of way line of Mississippi Highway 463; THENCE in a northerly direction along said highway right of way a distance of 19 feet, more or less, to the Point of Beginning. All of said easement being located in the Southwest quarter of Section 6, Township 7 North, Range 2 East, Madison County, Mississippi, as shown on the attached Entex Drawing No. UAM-4425.



**ENIEX**

PROPOSED EASEMENTS FOR NATURAL GAS FACILITIES FROM SUMMERTREE LAND COMPANY, LTD, MADISON, MS.

DRAWN BY: KKH	DATE: 8-2-85	APPROVED:
CHECKED BY:	DATE:	CHIEF ENGINEER:
E & N NO:	SCALE: 1" = 400'	UAM-4425
E & N NO:	SHEET OF:	

STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18 day of September, 1985, at 3:15 o'clock P.M., and was duly recorded on the 20 day of SEP. 20. 1985, Book No. 208 on Page 409 in my office.  
 Witness my hand and seal of office, this the 20 day of SEP 20 1985, 19.....  
 BILLY V. COOPER, Clerk  
 By: *D. Wright*, D.C.

RIGHT-OF-WAY EASEMENT  
FOR DISTRIBUTION SYSTEMS

7605  
INDEXED

STATE OF MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF MADISON

THAT FOR AND IN CONSIDERATION OF Ten and No/100ths (\$10.00) Dollars, paid to the undersigned (herein styled "Grantor"), the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto ENTEX, INC. (herein styled "Grantee"), its successors and assigns, a right-of-way and easement to construct, maintain, and operate gas pipe lines and appurtenances thereto over and through the following described property situated in Madison County, Mississippi to wit:

See Exhibit "A" attached hereto  
and plat attached to said  
Exhibit.

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

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the maintenance or operation of any pipeline or appurtenances constructed hereunder, and will not change the grade over such pipeline. Grantee hereby agrees that it has buried all pipes to a minimum depth of 30" below the ground surface as it presently exists and Grantee will pay any damages which Grantor may suffer arising as a result of Grantee's negligence in operating and maintaining the underground pipeline or above ground devices; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one therefore to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

This right-of-way is granted pursuant to a previously negotiated contract. Grantor acknowledges that the distribution system covered by this agreement has already been built and Grantor waives any claim to damages arising from the construction of said facilities.

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

It is understood and agreed by Grantee that the easement herein granted is nonexclusive and that Grantor reserves the right to grant to other telephone, electric, water and sewer, and cable television utilities the right to construct facilities in and on the easement herein granted. In the event Grantor makes such a secondary grant, Grantor is released by Grantee from any liability for damages to Grantee's facilities covered by this Easement caused by the acts of a subsequent Grantee.

In the event of such a secondary grant, Grantor is hereby released by Grantee from any liability for damages to Grantee's facilities covered by Tract 3 of this easement caused by the acts of a subsequent Grantee.

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

WITNESS THE EXECUTION HEREOF, on this the 13th day of September, 1985.

SUMMERTREE LAND COMPANY, LTD.  
BY: SECURITY SAVINGS & LOAN ASSOCIATION,  
General Partner

WITNESSES:

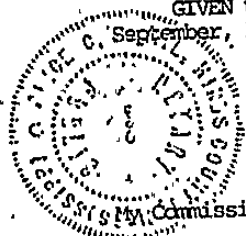
*Kelee A. Longdon*  
*Kay Middleton*

*William A. Frohn*  
William A. Frohn  
Executive Vice President

ACKNOWLEDGMENT

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named WILLIAM A. FROHN, Executive Vice President of SECURITY SAVINGS & LOAN ASSOCIATION, a Mississippi Corporation, and he acknowledged to me that he signed, sealed and delivered the within and foregoing instrument for and on behalf of said corporation having been duly authorized so to do.

GIVEN under my hand and official seal, this the 13th day of September, 1985.



*William A. Frohn*  
NOTARY PUBLIC

Commission Expires:  
My Commission Expires Dec. 10, 1985

ADDRESS OF GRANTOR:

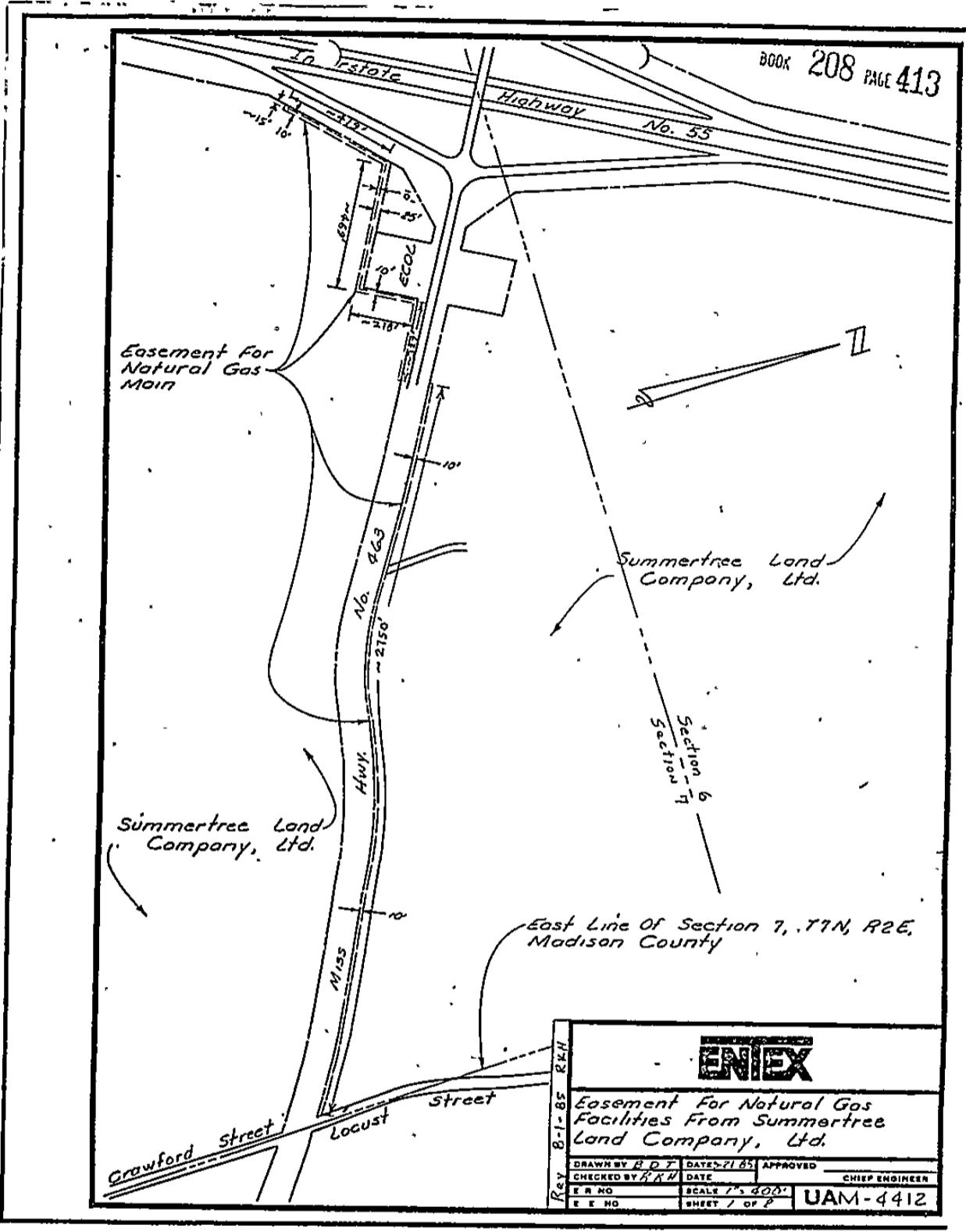
SUMMERTREE LAND COMPANY, LTD.  
c/o SECURITY SAVINGS & LOAN ASSOCIATION, General Partner  
162 East Amite Street  
P.O. Box 1389  
Jackson, Mississippi 39205  
(601) 969-1700

ADDRESS OF GRANTEE:

ENTEX, INC.  
P.O. Box 1020  
Jackson, Mississippi 39215-1020  
(601) 354-4242

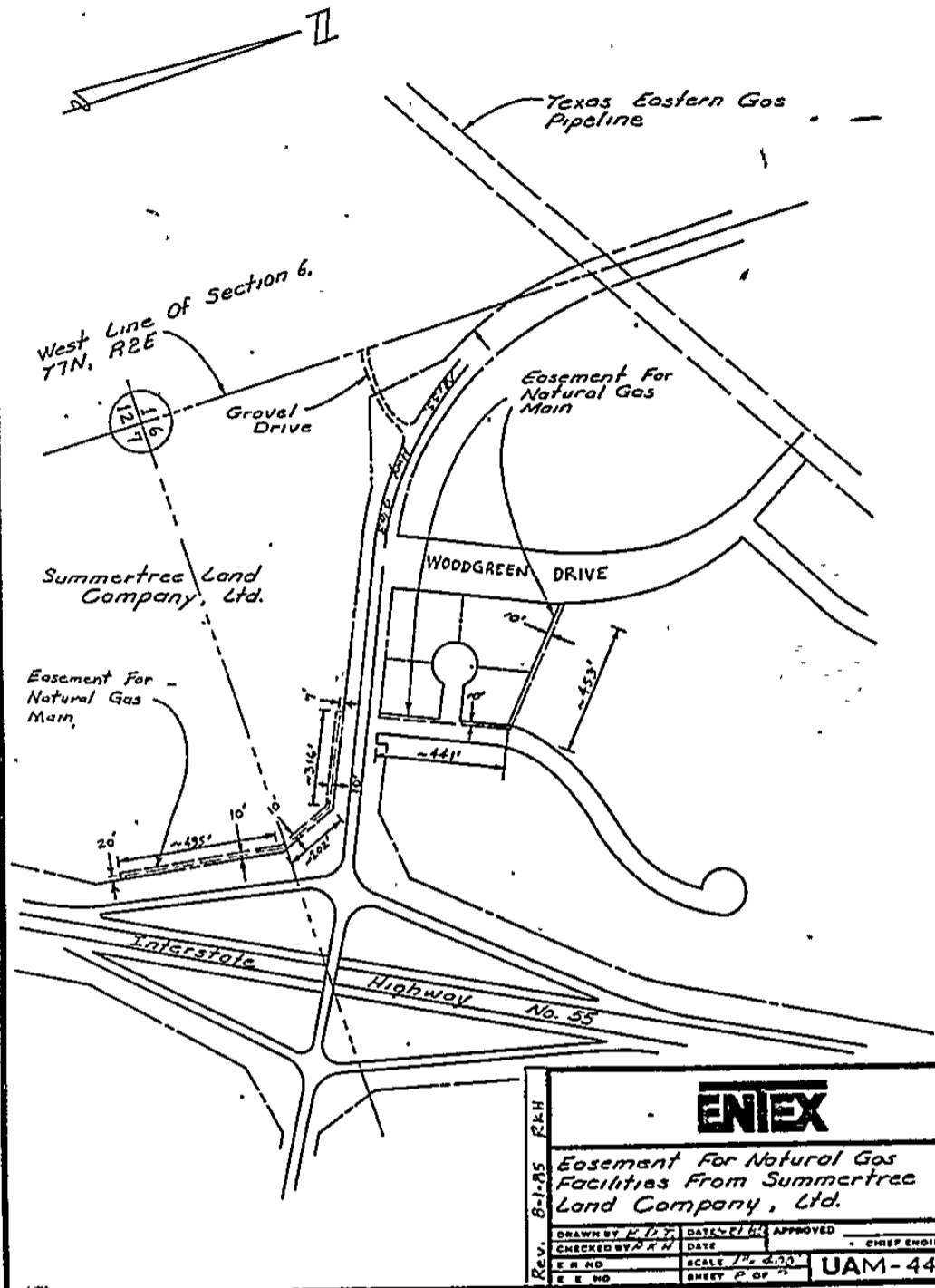
EXHIBIT A

An easement for underground natural gas mains and related facilities described as follows: An easement 10 feet in width lying North of and adjacent to the North right-of-way line of Mississippi Highway 463 beginning at the West right-of-way line of Locust Street in Section 7, Township 7 North, Range 2 East, Madison County, and extending THENCE in a westerly direction approximately 2,750 feet; THENCE continue said easement at a point directly across Mississippi Highway 463, said easement being 10 feet in width, lying 5 feet either side of an existing 4" gas main, extending in a westerly direction approximately 327 feet; THENCE in a southerly direction approximately 218 feet; THENCE in a westerly direction approximately 469 feet; THENCE in a southwesterly direction parallel to the East right-of-way of I-55 approximately 419 feet; THENCE in a westerly direction approximately 15 feet to the East right-of-way of I-55; THENCE commencing on the West right-of-way line of I-55, extend in a westerly direction approximately 20 feet; THENCE in a northerly direction approximately 495 feet; THENCE in a northwesterly direction approximately 202 feet; THENCE in a westerly direction parallel to Mississippi Highway 463 approximately 316 feet; THENCE in a northerly direction approximately 7 feet to the South right-of-way line of Mississippi Highway 463; THENCE commence at a point directly across Mississippi Highway 463 on the North right-of-way line of Mississippi Highway 463 and continue in a northeasterly direction approximately 441 feet; THENCE in a northwesterly direction approximately 453 feet to the East right-of-way of Woodgreen Drive, all of which is more particularly shown on Entex Drawing No. UAM-4412, Sheets 1 and 2 of 2, attached hereto and made a part hereof. All of the above-described easement is located within Sections 6 and 7, Township 7 North, Range 2 East, Madison County, Mississippi.



<b>ENIEX</b>		
Easement For Natural Gas Facilities From Summertree Land Company, Ltd.		
DRAWN BY R.D.T.	DATE 2-1-85	APPROVED _____
CHECKED BY R.H.H.	DATE _____	CHIEF ENGINEER
E & R NO.	SCALE 1" = 300'	<b>UAM-4412</b>
E & R NO.	SHEET 1 OF 2	

Rev. 8-1-85 R.H.H.



<b>ENIEX</b>			
Easement For Natural Gas Facilities From Summertree Land Company, Ltd.			
Rev. 8-1-85	RKH	DATE	APPROVED
DRAWN BY P. 157	CHECKED BY A. R. W.	DATE	CHIEF ENGINEER
E. R. NO.	SCALE 1" = 400'	UAM-4412	
E. E. NO.	SHEET 2 OF 2		



STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
 for record in my office this 18 day of September, 19 85, at 3:15 o'clock P. M., and  
 was duly recorded on the SEP 20 1985 day of SEP 20 1985, 19....., Book No. 208 on Page 414.  
 Witness my hand and seal of office, this the ..... of ..... 19.....  
BILLY V. COOPER, Clerk  
 By W. Wright, D.C.



RIGHT-OF-WAY EASEMENT

INDEXED

The undersigned parties do hereby grant, bargain, transfer and convey unto the BEAR CREEK WATER ASSOCIATION, INC., Canton, Mississippi, its successors and assigns, a perpetual easement with the right to install, and lay, and thereafter use, repair and maintain, replace, and remove a water line over, across and through land of the grantors, situated in Madison County, Mississippi, described as follows:

T7N - R2E south east 1/4 section 10

together with the right of ingress and egress for the purpose of this easement.

This easement shall be a 10-foot permanent easement, the center line of which shall be the pipe as laid by said association, but for the purpose of construction of said pipe line a temporary easement of 10 additional feet shall be granted. The said pipe line will be laid as near the property line of the grantor(s) as possible.

The right-of-way shall extend five (5) feet from the center of the adjacent and parallel property line.

The Grantee, Bear Creek Water Association, Inc., covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the land of the grantors, their successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) have executed this instrument on this the 14<sup>th</sup> day of May, 1984.

W.D. Burkner

ADDRESS: \_\_\_\_\_

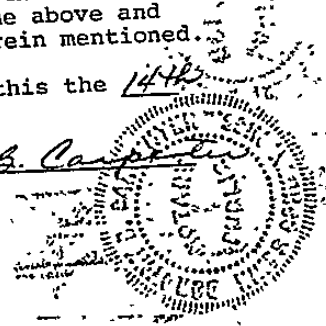
STATE OF MISSISSIPPI  
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for said county and state, the within named W. D. Burkner, who acknowledged that he/she/they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 14<sup>th</sup> day of May, 1984.

Kentley B. Campbell  
NOTARY PUBLIC

(SEAL)  
My commission expires:  
My Commission Expires Jan. 11, 1985



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for recording in my office this 18 day of September, 1985, at 2:05 o'clock P. M., and was duly recorded on the 18 day of SEP 20 1985, 1985, Book No 208 on Page 415 in my office.

Witness my hand and seal of office, this the 18 day of SEP 20 1985, 1985.

BILLY V. COOPER, Clerk

By D. Wright, D.C.

C

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INDEXED

RIGHT-OF-WAY EASEMENT

The undersigned parties do hereby grant, bargain, transfer and convey unto the BEAR CREEK WATER ASSOCIATION, INC., Canton, Mississippi, its successors and assigns, a perpetual easement with the right to install, and lay, and thereafter use, repair and maintain, replace, and remove a water line over, across and through land of the grantors, situated in Madison County, Mississippi, described as follows:

T7N - R2E south east 1/4 section 10

together with the right of ingress and egress for the purpose of this easement.

This easement shall be a 10-foot permanent easement, the center line of which shall be the pipe as laid by said association, but for the purpose of construction of said pipe line a temporary easement of 10 additional feet shall be granted. The said pipe line will be laid as near the property line of the grantor(s) as possible.

The right-of-way shall extend five (5) feet from the center of the adjacent and parallel property line.

The Grantee, Bear Creek Water Association, Inc., covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the land of the grantors, their successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) have executed this instrument on this the 14<sup>th</sup> day of May, 1984.

W.D. Barber

ADDRESS: \_\_\_\_\_

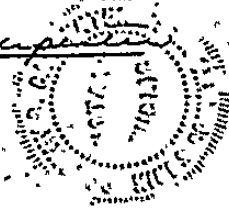
STATE OF MISSISSIPPI  
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for said county and state, the within named W.D. Barber, who acknowledged that he/she/they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 14<sup>th</sup> day of May, 1984.

Keretha A. Carpenter  
NOTARY PUBLIC

(SEAL)  
My commission expires:  
My Commission Expires Jan 11, 1985.



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18 day of September, 1985, at 2:05 o'clock P. M., and was duly recorded on the SEP 20 1985 day of SEP 20 1985, 1985, Book No. 200 on Page 416 in my office.

Witness my hand and seal of office, this the ..... of SEP 20 1985, 19.....

BILLY V. COOPER, Clerk

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

C

QUITCLAIM DEED

BOOK 208 PAGE 417

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, GLEN G. DAVIS, do hereby sell, convey and quitclaim unto KATHY DAVIS, all of the interest that I might have in the following described real property, and improvements thereon, lying and being situated in City of Ridgeland, Madison County, Mississippi, to-wit:

Lot Ninety (90), LAKELAND ESTATES, Part 3 (Three), 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 Book Four (4), at Page Twenty-Eight (28) thereof, reference to said map or plat being made in aid of and as a part of this description.

WITNESS MY SIGNATURE this the 17<sup>th</sup> day of Sept, 1985.

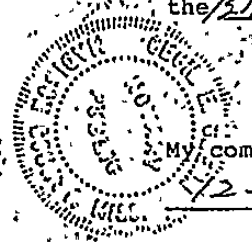
Glen G. Davis  
GLEN G. DAVIS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the County and State aforesaid, the within named, GLEN G. DAVIS, who acknowledge to me that she signed and executed and delivered the above and foregoing instrument as her act and deed on the date therein mentioned.

Given under my hand and official seal of office this the 17<sup>th</sup> day of Sept, 1985.

Cecil E. Hubbard  
NOTARY PUBLIC



My commission expires: 12-18-85

GRANTOR'S ADDRESS;  
214 Walnut Street  
Ridgeland, Mississippi 39157

GRANTEE'S ADDRESS  
672 Ralde Circle  
Ridgeland, Ms 39157

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 18 day of September, 1985, at 4:00 o'clock P. M., and was duly recorded in the SEP 20 1985 day of SEP 20 1985, 1985, Book No 208 on Page 417 in my office.

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

BILLY V. COOPER, Clerk

By D. Wright, D.C.

GRANTOR: JAMES L. BROWN  
416 Sandalwood Drive  
Southaven, Miss. 38671

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INDEXED

TO

QUITCLAIM DEED

GRANTEES: JAMES L. BROWN AND  
MELINDA CAROLYN TERRY BROWN  
416 Sandalwood Drive  
Southaven, Miss. 38671

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, I, JAMES L. BROWN, GRANTOR, do hereby sell, convey and quitclaim unto JAMES L. BROWN and MELINDA CAROLYN TERRY BROWN, GRANTEES, as tenants by the entirety with full rights of survivorship, all of my right, title, and interest in and to the real property lying and being situated in the County of Madison, State of Mississippi, to wit:

A parcel of land situated in the Southeast 1/4 of Section 32, Township 10 North, Range 3 East, Madison County, Mississippi and being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of Section 32, Township 10 North, Range 3 East; thence run West for a distance of 1,398.22 feet, more or less, to a point on the east right-of-way line of U.S. Highway 51, as it is now laid out and exists; thence run S12 05'48"W for a distance of 6 33.54 feet to a point, said point being the Point of Beginning of the herein described property; thence continue S12 05'48"W along said East right-of-way line for a distance of 470.20 feet to a point at the center line of diversion ditch, as it is now laid out and exists; thence continue along said diversion ditch N65 23'35"E for a distance of 95.24 feet to a point; thence run S86 11'03"E for a distance of 161.91 feet to a point; thence run S61 26'05"E for a distance 155.86 feet to a point; thence run S43 14'53"E for a distance of 356.69 feet to a point; thence run S53 04'30"E for a distance of 102.21 feet to a point on West right-of-way line of Stump Bridge Road, as it is now laid out and exists; thence run N29 46'37"E along said West right-of-way line for a distance of 952.35 feet to a point; thence leaving said West right-of-way line, run West for a distance of 1,085.54 feet to a point, said point being the Point of Beginning; containing 13.0 acres, more or less.

This conveyance is made subject to outstanding oil, gas, and mineral interests of record; right-of-way and easements of record; zoning and subdivision Regulation Ordinances of Madison County, Mississippi;

WITNESS our signatures this the 19<sup>th</sup> day of September 1985,

James L. Brown  
James L. Brown

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named James L. Brown, who acknowledged that he signed, executed, and delivered the above and foregoing quitclaim deed on the day and date therein mentioned

Given under my hand and official seal this the 19<sup>th</sup> day of September 1985.

[Signature]  
Notary Public

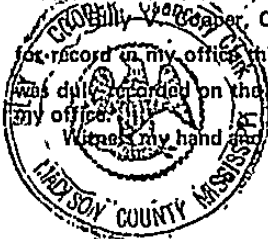


My commission expires:

Address of Grantor: 416 Sandalwood Drive, Southaven, Miss. 38671

Address of Grantees 416 Sandalwood Drive, Southaven, Miss. 38671

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of Sept, 1985, at 9:00 clock a M., and was duly recorded on the 20 day of SEP 20, 1985, Book No. 208 on Page 418 in my office.

SEP 20 1985

BILLY V. COOPER, Clerk

By [Signature], D.C.

WARRANTY DEED

BOOK 208 PAGE 420

IN CONSIDERATION OF THE SUM of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, WILLIE TERRY TRIGG and BARBARA TRIGG, husband and wife, grantors, do hereby convey and warrant unto JIMMY JOE ATKINSON and JIMMIE L. ATKINSON, husband and wife, grantees, with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

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A parcel of land 100 feet in width evenly off the west side of the following described property, to-wit:

A ten (10) acre strip off the west side of the SE 1/4 SE 1/4, Section 27, Township 9 North, Range 2 East, Madison County, Mississippi.

Grantors agree to assume the 1985 ad valorem taxes.

WITNESS OUR SIGNATURES, this 15th day of September, 1985.

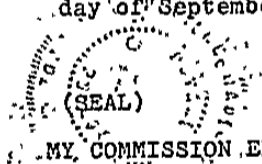
Willie Terry Trigg
WILLIE TERRY TRIGG
Barbara Trigg
BARBARA TRIGG

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me the undersigned authority in and for said county and state aforesaid, the within named WILLIE TERRY TRIGG and BARBARA TRIGG, who acknowledged that they each signed and delivered the foregoing instrument on the day and year therein mentioned as and for their act and deed.

GIVEN UNDER MY HAND and official seal of office, this 18th day of September, 1985.

NOTARY PUBLIC



MY COMMISSION EXPIRES My Commission Expires June 3, 1988.

Grantor's Address: Route 1, Box 17, Canton, MS. 39046

Grantee's Address: 225 Sherwood Drive, Canton, MS. 39046

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 19th day of Sept., 1985, at 9:00 o'clock a.m. and was duly recorded on the day of SEP. 20, 1985, 19..., Book No. 208 on Page 420 in my office.



Witness my hand and seal of office, this the SEP. 20, 1985, 19...

BILLY V. COOPER, Clerk

By n. Wright, D.C.

BOOK 208 PAGE 421  
 RELEASE FROM DELINQUENT TAX SALE  
 (INDIVIDUAL)  
 DELINQUENT TAX SALE  
 STATE OF MISSISSIPPI, COUNTY OF MADISON

INDEXED 7623  
 No 7536

Redeemed Under H.B. 587  
 Approved April 2, 1932

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

Christine Harvey  
 the sum of Thirteen + 90/100 DOLLARS (\$ 13.90)  
 being the amount necessary to redeem the following described land in said County and State, to-wit

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Lot 9 Garrett 2<sup>nd</sup> Addn</u>				
<u>Hickory Alley vac Bk 88-212 Canton</u>				

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

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

(SEAL) By K. Cooper D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 1.91
- (2) Interest \$ .15
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ .04
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll.  
 \$1.00 plus 25cents for each separate described subdivision \$ 1.25
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision Total 25cents each subdivision \$ .25
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 1.00
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 9.10
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ .10
- (10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 --Taxes and  
 costs only 13 Months \$ 1.18
- (11) Fee for recording redemption 25cents each subdivision \$ .25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ .15
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for Issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2 50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 11.78
- (19) 1% on Total for Clerk to Redeem \$ .12
- (20) GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to pay accrued taxes as shown above \$ 11.90

Excess bid at tax sale \$ 13.90  
Mitchell Kalom 10.38  
Clerk's fee 1.52  
Rec. Rel 2.00  
13.90

STATE OF MISSISSIPPI, County of Madison:  
 Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
 for record in my office this 19 day of September 1985, at 9:00 o'clock a M., and  
 was duly recorded on the 20 day of SEP. 20, 1985, Book No 208 on Page 421 in  
 my office. Witness my hand and seal of office, this the 20 of SEP 20 1985, 1985.  
 BILLY V. COOPER, Clerk  
 By B. Cooper D.C.



BOOK 208 PAGE 422

INDEXED 762.4

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

№ 7537

Redeemed Under H. B. 587  
Approved April 2, 1922

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

Christine Harvey - Colon -

the sum of Thirty nine + 52/100 DOLLARS (\$ 39.52)  
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Lot 10 Garrett @ 2<sup>nd</sup> Addn</u>				
<u>Hickory Alley + Hse</u>				
<u>Bk 88-212</u>		<u>Canton</u>		

Which said land assessed to Christine Harvey - Colon - and sold on the  
17 day of Sept 1984 to Tommie McCullough for  
taxes thereon for the year 1983, do hereby release said land from all claim or title of said purchaser on account of said sale.

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

(SEAL) By K Cooper D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 21.53
- (2) Interest \$ 1.72
- (3) Tax Collector's 2% Damages (House Bill No 14, Session 1932) \$ .43
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll,  
\$1.00 plus 25cents for each separate described subdivision \$ 1.25
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 4.50
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ .25
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 1.00
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 30.68
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 1.08
- (10) 1% Damages per month or fraction on 1983 taxes and costs (Item 8 --Taxes and  
costs only 13 Months) \$ 3.99
- (11) Fee for recording redemption 25cents each subdivision \$ .25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ .15
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2 50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 37.15
- (19) 1% on Total for Clerk to Redeem \$ .37
- (20) GRAND TOTAL TO REDEEM from sale covering 1983 taxes and to pay accrued taxes as shown above \$ 37.52

Excess bid at tax sale \$ 39.52  
Tommie McCullough 35.75  
Clark fee 1.77  
Rec Rel 2.00  
39.52

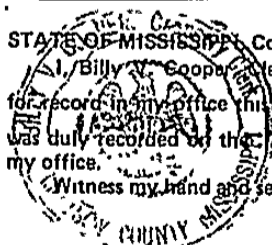
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 19 day of September, 1985, at 9:00 o'clock a M., and  
was duly recorded by the SEP 20 1985 day of SEP 20 1985, 1985, Book No. 208 on Page 422 in  
my office.

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

BILLY V. COOPER, Clerk

By N. Wright D.C.





WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, J. PARKER SARTAIN, Grantor, do hereby convey and forever warrant unto NORTHSIDE INVESTORS, INC., A MISSISSIPPI CORPORATION; Grantee, the following described real property lying and being situated in City of Madison, Madison County, Mississippi,

to-wit:

Lot 51, Stonegate II, a subdivision according to a map or plat thereof recorded in the office of the Chancery Clerk of Madison County, Mississippi, in Plat Cabinet B at Slide 28, LESS AND EXCEPT, a parcel being situated on the northerly side of Stonegate II, as platted and recorded in the office of the Chancery Clerk of Madison County, Mississippi, being situated in Section 9, Township 7 North, Range 2 East, in the City of Madison, Madison County, Mississippi, and being more particularly described as follows:


Beginning at the Northwest corner of said Lot 51, said point also being the Southeast corner of Lot 21 of Stonegate I, run thence Northeasterly along the line between Lots 21 and 51 a distance of 106.0 feet; thence turn right to an angle of 127°02'10" and run 35.90 feet; thence turn right through an angle 78°58'05" and run 90.03 feet to the point of beginning.

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

1. City of Madison and County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: ~~7 1/2 MONTHS~~ Grantee: 2 1/2 MONTHS.
2. City of Madison, Mississippi, Zoning Ordinance.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Protective Covenants of Stonegate Subdivision, Part II.

The subject property constitutes no part of the homestead of the Grantor.

WITNESS MY SIGNATURE on this the 16TH day of SEPTEMBER, 1985.

  
\_\_\_\_\_  
J. PARKER SARTAIN

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named J. PARKER SARTAIN, 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 <sup>th</sup> 16 day of Sept, 1985.

Ruth W. Wadley  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires June 14, 1988

Grantor:  
Madison, MS.

Grantee:  
P. O. Box 16706  
Jackson, MS 39206

DM



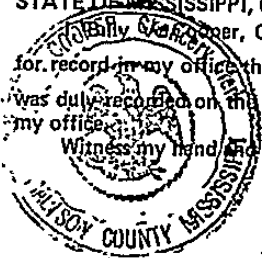
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of Sept, 1985, at 9:00 clock AM, and was duly recorded on the 19 day of SEP 20 1985, 1985, Book No. 208 on Page 424 in my office.

Witness my hand and seal of office, this the SEP 20 1985 of 19.....

BILLY V. COOPER, Clerk

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



BOOK 208 FILE 425

WARRANTY DEED

INDEXED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, ROSE H. NELSON, do hereby sell, convey and warrant unto CHRIS PATRICK DESIGNER HOMES, INC., the following described land and property situated in Madison County, Mississippi, to-wit:

Lot 2, LAKE CAVALIER, PART FIVE (5) 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 Book 4 at Page 5 reference to which is hereby made in aid and as part of this description.

There is excepted from the warranty of this conveyance all zoning ordinances, building restrictions, protective covenance, mineral reservations and conveyances and rights-of-way or easement of record affecting said property, including all easements and reservations on the recorded plat.

There is also excepted from the warranty of this conveyance any law, ordinance or government regulation (including, but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereinafter erected on the land, or prohibiting a separation in ownership or reduction in dimensions of area of the land, or the affect of any violation of any such law, ordinance or governmental regulation.

This deed given for the specific purpose of Grantee constructing dwelling on subject property by contract. Grantee agrees to reconvey upon Grantor paying in full all sums due under said contract.

Ad valorem taxes for the year 1985 are to be paid by the grantee.

WITNESS MY SIGNATURE, this the 13th day of Sep-  
tember, 1985:

Rose H Nelson  
ROSE H. NELSON

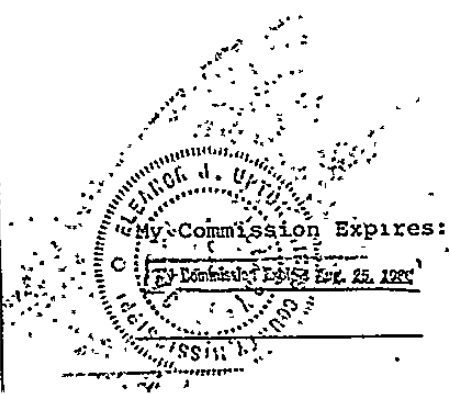
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority  
in and for the aforesaid jurisdiction, ROSE H. NELSON, who  
acknowledged to me that she signed and delivered the above and  
foregoing instrument of writing on the day and year mentioned, for  
the purposes therein stated.

BOOK 208 PAGE 426

Given under my hand and official seal of office, this  
the 13 day of September 1985.

Eleanor J. Huber  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 17 day of Sept, 1985, at 9:00 o'clock AM, and  
was duly recorded by the SEP 20 1985 day of SEP 20 1985, 1985, Book No. 208 on Page 425 in  
my office.  
Witness my hand and seal of office, this the SEP 20 1985 of SEP 20 1985, 1985.  
BILLY V. COOPER, Clerk  
By B. V. Cooper D.C.



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TERMINATION OF CONTRACT

WHEREAS, on the 14th day of February, 1984, Richard L. Ridgway, C. R. Ridgway IV, E. David Cox, and C. Rodney Chamblee d/b/a Mid-Mississippi Distribution Center, and Southern Drayage, Inc. executed a "Contract for Sale of Land and Promissory Note" which is recorded in Deed Book 194 at Page 563 of the Land Records of Madison County, Mississippi, covering land lying in the East Half of the East Half of Section 29, Township 8 North, Range 2 East, of said County and State; and

WHEREAS, on the 3rd day of December, 1984, L. Rodney Chamblee executed and delivered to C. R. Ridgway IV, Richard L. Ridgway, and E. David Cox d/b/a Mid-Mississippi Distribution Center an Assignment of Contracts of Sale which is recorded in Deed Book 201 at Page 560 of the Land Records of Madison County, Mississippi, wherein he conveyed his undivided twenty-five percent (25%) interest in said Contract; thereby making C.R. Ridgway IV, Richard L. Ridgway, and E. David Cox d/b/a Mid-Mississippi Distribution Center full owners of said Contract; and

WHEREAS, it is the desire of the parties and the purpose of this instrument to terminate said Contract;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenant herein contained, the "Contract for Sale of Land and Promissory Note", recorded in Deed Book 194 at Page 563 of the Land Records of Madison County, Mississippi, is hereby rescinded, terminated, cancelled, and of no further force and effect.

WITNESS OUR SIGNATURES, this 13<sup>th</sup> day of September, 1985.

SOUTHERN DRAYAGE, INC.

BY: C.R. Starnes  
C.R. STARNES, President

WITNESSED BY:  
Ross B. Harjes  
ROSS B. HARJES, Vice-President

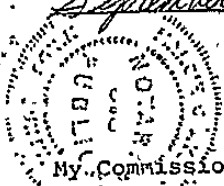
Richard L. Ridgway  
RICHARD L. RIDGWAY  
C.R. Ridgway IV  
C. R. RIDGWAY IV  
E. David Cox  
E. DAVID COX  
d/b/a MID-MISSISSIPPI  
DISTRIBUTION CENTER

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named RICHARD L. RIDGWAY, C. R. RIDGWAY IV, and E. DAVID COX d/b/a MID-MISSISSIPPI DISTRIBUTION CENTER, who acknowledged that they signed, sealed, and delivered the above and foregoing Termination of Contract on the day and year therein mentioned as their individual act and deed.

GIVEN UNDER MY HAND and official seal, this 13<sup>th</sup> day of

September, 1985.



My Commission Expires:

May 12, 1987

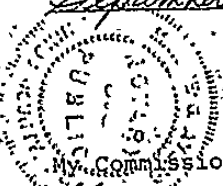
*Margie G. Cooper*  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF Hinds

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, C. R. STARNES and ROSS B. HARJES, President and Vice-President, respectively, of SOUTHERN DRAYAGE, INC., who acknowledged that for and on behalf of said corporation they signed, sealed, and delivered the above and foregoing Termination of Contract on the day and year therein mentioned, after having first been duly authorized so to do.

GIVEN UNDER MY HAND and seal, this 13<sup>th</sup> day of

September, 1985.



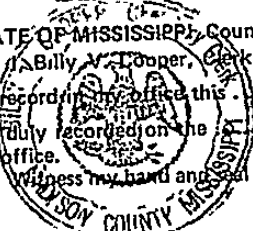
My Commission Expires:

May 12, 1987

*Margie G. Cooper*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for recording in my office this 19 day of Sept, 1985, at 9:00 o'clock AM, and was duly recorded on the 19 day of SEP 20 1985, 1985, Book No. 208 on Page 427 in my office.



Witness my hand and seal of office, this the 20 day of SEP 20 1985, 1985.

BILLY V. COOPER, Clerk

By n. Wright D.C.

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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 legal sufficiency of all of which is hereby acknowledged, SOUTHERN DRAYAGE, INC., a Mississippi corporation, represented herein by C. R. Starnes, its President, does hereby sell, convey and warrant unto RICHARD L. RIDGWAY, C. R. RIDGWAY IV, and E. DAVID COX d/b/a MID-MISSISSIPPI DISTRIBUTION CENTER, the following described land and property situated in Madison County, Mississippi, to-wit:

TOWNSHIP 8 NORTH, RANGE 2 EAST

SECTION 29

Being situated in the E 1/2 of the E 1/2 of Section 29, T8N-R2E, Madison County, Mississippi and being more particularly described as follows:

Commence at the intersection of the eastern boundary of aforesaid Section 29, T8N-R2E with the southern R.O.W. line of Gluckstadt Road, as it is now (December, 1983) in use, and run thence S 0° 22' 30" E, along the eastern boundary of Section 29, 1045.00' to the SE corner of the Mary Joan Aulenbrock Kelty property, and the Point of Beginning for the property herein described;

- run thence S 89° 58' W, along the South boundary of the said Kelty property, and the westerly projection thereof, 500.00';
- run thence S 0° 22' 30" E, parallel with the aforesaid East boundary of Section 29, 174.24';
- run thence N 89° 58' E, 500.00';
- run thence N 0° 22' 30" W, 174.24' to the Point of Beginning, containing 2.00 acres, more or less.

Excepted from the warranty hereof are all restrictive covenants, easements, rights-of-way, and severances of oil, gas and other minerals of record affecting said property.

Ad valorem taxes for the current year shall be paid by the Grantees herein.

EXECUTED THIS 13th day of September, 1985.

SOUTHERN DRAYAGE, INC.

BY: C. R. Starnes  
C. R. STARNES, President

ATTESTED BY:  
Ross B. Harjes  
ROSS B. HARJES  
Vice-President

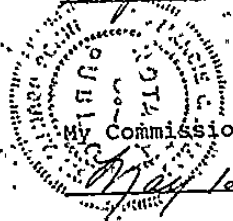
STATE OF MISSISSIPPI  
COUNTY OF Hinds

BOOK 208 PAGE 430

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, this day personally appeared the within named C. R. STARNES and ROSS B. HARJES, who acknowledged that as President and Vice-President, respectively, on behalf of and by authority of Southern Drayage, Inc., a Mississippi corporation, they signed, sealed, and delivered the foregoing conveyance on the day and year therein mentioned as the free and voluntary act of said corporation.

GIVEN UNDER MY HAND and official seal, this 13<sup>th</sup> day of

September, 1985.



Margie S. Cooper  
NOTARY PUBLIC

Grantor's Address:

Southern Drayage, Inc.  
P.O. Box 1983  
Jackson, Mississippi 39205

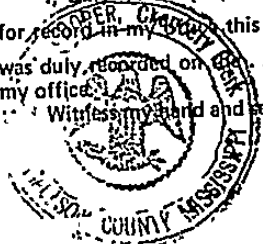
Grantees' Addresses:

Richard L. Ridgway  
and C.R. Ridgway IV  
P.O. Box 2047  
Jackson, Mississippi 39205

E. David Cox  
P.O. Box 16363  
Jackson, Mississippi 39236

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of Sept, 1985, at 9:40 o'clock am, and was duly recorded on SEP. 20 1985 day of SEP. 20 1985, 19....., Book No. 208 on Page 429 in my office.



Witness my hand and seal of office, this the..... of SEP. 20 1985, 19.....

BILLY V. COOPER, Clerk

By J. W. Light....., D.C.



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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 legal sufficiency of all of which is hereby acknowledged, RICHARD L. RIDGWAY, C. R. RIDGWAY IV, and E. DAVID COX d/b/a MID-MISSISSIPPI DISTRIBUTION CENTER, do hereby sell, convey and warrant unto SOUTHERN DRAYAGE, INC., a Mississippi corporation, the following described land and property situated in Madison County, Mississippi, to-wit:

TOWNSHIP 8 NORTH, RANGE 2 EAST

SECTION 29


Commence at the intersection of the eastern boundary of aforesaid Section 29 with the southern R.O.W. line of Gluckstadt Road, as it is now (August, 1985) in use and run S 0° 22' 30" E, along the eastern boundary of said Section 29, 1493.69 feet to an iron bar; run thence S 89° 58' W, 395.44 feet to an iron bar marking the NE corner of and the Point of Beginning for the property herein described;

- run thence S 0° 02' E, 174.16 feet to an iron bar;
  - run thence S 89° 58" W, 570.09 feet to the East R.O.W. line of a proposed 60-foot wide County Road;
  - run thence N 37° 14' 51" E, along the East R.O.W. line of said proposed road, 35.96 feet to an iron bar;
  - run thence N 39° 18' 32" E, along the East R.O.W. line of said proposed road, 188.20 feet to an iron bar;
  - run thence N 89° 58' E, 429.00 feet to the Point of Beginning.
- Containing 2.000 acres, more or less.

Excepted from the warranty hereof are all restrictive covenants, easements, rights-of-way, and severances of oil, gas and other minerals of record affecting said property.

Ad valorem taxes for the current year shall be paid by the Grantee herein.

EXECUTED THIS 13<sup>th</sup> day of September, 1985.

  
RICHARD L. RIDGWAY

  
C.R. RIDGWAY IV

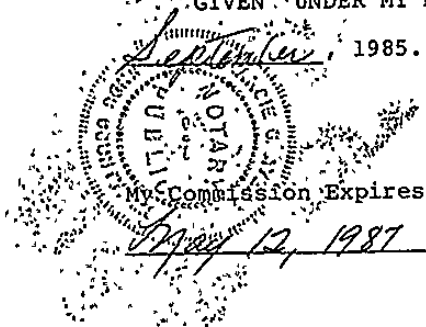
  
E. DAVID COX

STATE OF MISSISSIPPI  
COUNTY OF HINDS

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, this day personally appeared the within named RICHARD L. RIDGWAY, C.R. RIDGWAY IV, and E. DAVID COX d/b/a MID-MISSISSIPPI DISTRIBUTION CENTER, who acknowledged that each of them signed, sealed, and delivered the foregoing conveyance on the day and year therein mentioned as their free and voluntary act.

GIVEN UNDER MY HAND and official seal, this 13<sup>th</sup> day of

September, 1985.



Walter B. ...  
NOTARY PUBLIC

My Commission Expires:

May 12, 1987

Grantors' Addresses:

Richard L. Ridgway  
and C.R. Ridgway IV  
P.O. Box 2047  
Jackson, Mississippi 39205

E. David Cox  
P.O. Box 16363  
Jackson, Mississippi 39236

Grantee's Address:

Southern Drayage, Inc.  
P.O. Box 1983  
Jackson, Mississippi 39205

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
recorded in my office this 19 day of Sept, 1985, at 5:00 o'clock P. M., and  
was duly recorded on the SEP 20 day of 1985, 19....., Book No 208 on Page 431. in  
my office.



Witness my hand and seal of office, this the ..... of SEP 20 1985....., 19.....

BILLY V. COOPER, Clerk

By D. J. Wright....., D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and legal sufficiency of all of which is hereby acknowledged, RICHARD L. RIDGWAY, C. R. RIDGWAY IV, and E. DAVID COX d/b/a MID-MISSISSIPPI DISTRIBUTION CENTER, do hereby sell, convey and warrant unto SOUTHERN DRAYAGE, INC., a Mississippi corporation, the following described land and property situated in Madison County, Mississippi, to-wit:

TOWNSHIP 8 NORTH, RANGE 2 EASTSECTION 29

Commence at the intersection of the Eastern boundary of aforesaid Section 29 with the Southern R.O.W. line of Gluckstadt Road as it is now (August, 1985) in use and run S 0° 22' 30" E, along the Eastern boundary of said Section 29, 1493.69 feet to an iron bar marking the NE corner of and the Point of Beginning for the property herein described; continue thence S 0° 22' 30" E, along the East boundary of said Section 29, 378.18 feet to an iron bar on the Northern R.O.W. line of Interstate Highway 55; run thence Southwesterly, clockwise, along the arc of a curve in the said Northern R.O.W. line of Interstate Highway 55, 179.98 feet to a concrete R.O.W. monument marking the Point of Tangency of said curve; said curve having a radius of 3669.72 feet and chord bearing and distance of S 47° 51' W, 179.96 feet; run thence S 49° 15' W, along the Northern R.O.W. line of Interstate Highway 55, 387.90 feet to an iron bar; run thence N 89° 52' 11" W, 525.20 feet to an iron bar; run thence N 0° 22' 30" W, 293.86 feet to an iron bar; run thence N 89° 09' 44" W, 132.26 feet to the East R.O.W. line of a proposed 60-foot wide County Road; run thence Northeasterly, clockwise, along the arc of a curve in the East R.O.W. line of said proposed road, 266.13 feet to the Point of Tangency; said curve having a radius of 457.62 feet and a central angle of 33° 19' 13"; run thence N 37° 14' 51" E, along the East R.O.W. line of said proposed road, 43.74 feet to an iron bar; run thence N 89° 58' E, 570.09 feet to an iron bar; run thence N 0° 02' W, 174.16 feet to an iron bar; run thence N 89° 58' E, 395.44 feet to the Point of Beginning. Containing 13.000 acres, more or less.

Excepted from the warranty hereof are all restrictive covenants, easements, rights-of-way, and severances of oil, gas and other minerals of record affecting said property.

Ad valorem taxes for the current year shall be paid by the

Grantee herein.

EXECUTED THIS 13<sup>th</sup> day of September, 1985.

[Signature]  
RICHARD L. RIDGWAY

[Signature]  
C.R. RIDGWAY IV

[Signature]  
E. DAVID COX

STATE OF MISSISSIPPI  
COUNTY OF HINDS

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, this day personally appeared the within named RICHARD L. RIDGWAY, C.R. RIDGWAY IV, and E. DAVID COX d/b/a MID-MISSISSIPPI DISTRIBUTION CENTER, who acknowledged that each of them signed, sealed, and delivered the foregoing conveyance on the day and year therein mentioned as their free and voluntary act.

GIVEN UNDER MY HAND and official seal, this 13<sup>th</sup> day of

September, 1985.



My Commission Expires:

March 2, 1987

[Signature]  
NOTARY PUBLIC

Grantors' Addresses:

Richard L. Ridgway  
and C.R. Ridgway IV  
P.O. Box 2047  
Jackson, Mississippi 39205

E. David Cox  
P.O. Box 16363  
Jackson, Mississippi 39236

Grantee's Address:

Southern Drayage, Inc.  
P.O. Box 1983  
Jackson, Mississippi 39205

STATE OF MISSISSIPPI County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of Sept, 1985, at 9:00 o'clock am M., and was duly recorded on the 19 day of SEP 20, 1985, Book No 208 on Page K33. in my office.

Witness my hand and seal of office, this the SEP 20 1985, 19.....

BILLY V. COOPER, Clerk

By [Signature], D.C.

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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, we, EDWARD B. FIFE, JR., and SANDRA C. FIFE, do hereby sell, convey and warrant unto JOHN S. HUNT, and LUCRETIA N. HUNT, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, the following described property lying and being situated in the Town of Flora, Madison County, Mississippi, to-wit:

The North 1/2 of Lot 1 and 2 of Block 16 of Allen's Addition of the Town of Flora, Mississippi, according to the plat thereof recorded in the office of the Chancery Clerk of Madison County, at Canton, Mississippi.

It is understood and agreed that taxes for the current year are to be prorated as of the date of this conveyance.

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

WITNESS THE SIGNATURE of the undersigned Grantors, this the 19 day of September, 1985.

Edward B. Fife, Jr.
EDWARD B. FIFE, JR.

Sandra C. Fife
SANDRA C. FIFE

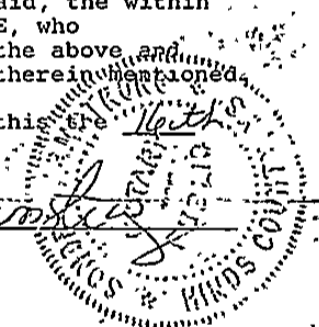
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named EDWARD B. FIFE, JR., and SANDRA C. FIFE, who acknowledged that they signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

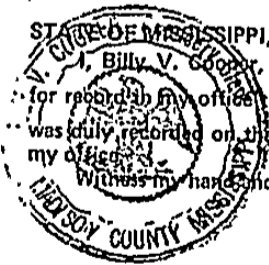
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 19 day of September, 1985.

My Commission Expires February 29, 1988.

Sandra C. Fife
NOTARY PUBLIC



MY COMMISSION EXPIRES:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of Sept, 1985 at 9:00 o'clock A.M. and was fully recorded on the 20 day of SEP. 20 1985, 1985, Book No 208 on Page 435 in my office. Witness my hand and seal of office, this the 20 of SEP. 20 1985, 1985.

BILLY V. COOPER, Clerk

By D. Wright, D.C.

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RIGHT-OF-WAY AND EASEMENT

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7/636 1/2

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further consideration of the maintenance by the grantee herein of a public road on the property herein conveyed, the undersigned RATLIFF FERRY, LTD., a joint venture created by instrument executed by James N. Bourne, et al, dated July 31, 1974, recorded in Land Record Book 136 at Page 827 thereof in the Chancery Clerk's Office for Madison County, Mississippi, as modified by Agreement dated June 6, 1980, recorded in Book 472 at Page 170 of said records, and acting by and through W. L. Maxey, Jr., under authority of the aforesaid instruments, and that certain Agreement dated March 1, 1978, recorded in Book 440 at Page 121 of the aforesaid records, does hereby grant and convey unto MADISON COUNTY, MISSISSIPPI, a perpetual right-of-way and easement to construct, reconstruct, operate and maintain a public road on, over, across and under a strip of land lying and being situated in Madison County, Mississippi, and more particularly described as follows:

A strip of land of varying width as described by Robert L. Long, Jr., P.E. and L.S., dated September 9, 1985, a copy of which is attached hereto and made a part hereof as Exhibit "A".

And for the same consideration grantor does hereby grant and convey unto grantee a perpetual right-of-way and easement on, over, across and under a strip of land ten (10) feet in width on each side of and adjacent to the above described property, for future road expansion except, however, that part of same on which the property of Donnie R. Park and Diane H. Park adjoins, as described by deeds dated May 17, 1979 and March 17, 1983, respectively, and recorded in Book 162 at Page 697 and in Book 186 at Page 262 of said records, for a lineal distance of 335 feet, along which the total width of the right-of-way and easement hereby conveyed is limited to thirty (30) feet.

WITNESS the signature of the grantor this the 12<sup>th</sup> day  
of September, 1985.

RATLIFF FERRY, LTD.

By: W. L. Maxey, Jr.  
W. L. Maxey, Jr.

STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in  
and for said county and state, the within named W. L. MAXEY, JR.,  
who acknowledged that he signed and delivered the foregoing in-  
strument on the day and year therein mentioned for and on behalf  
of and as the act and deed of RATLIFF FERRY, LTD., a joint  
venture, being duly authorized so to do.

Given under my hand and official seal this the 12<sup>th</sup> day of  
September, 1985.

Classic P. Fawcett  
Notary Public

(SEAL)

My commission expires:

November 14, 1987

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BOOK 208 PAGE 438

September 9, 1985

DESCRIPTION

----- RATLIFF FERRY LTD. -----

(ROADS)

A strip of land to be used for a road right of way lying and being situated in Sections 14 and 23, Township 9 North, Range 4 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at a concrete monument representing the NW corner of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$ , Section 14, Township 9 North, Range 3 East, Madison County, Mississippi, and run N 89° 55' E for 639.9 feet to a point; thence South for 984 feet to a point; thence S 46° 00' E for 266.4 feet to a point; thence S 44° 00' W for 25 feet to the Point of Beginning of the road rights of way below described:

25 feet each side of and at right angles and parallel to a line described as from said Point of Beginning run S 28° 30' E for 234.2 feet to a point; thence S 52° 30' E for 284.7 feet to a point; thence S 46° 00' E for 197.6 feet to a point; thence S 84° 00' E for 165.7 feet to a point; thence N 78° 00' E for 555.4 feet to a point; thence N 88° 15' E for 124.9 feet to a point; thence N 88° 14' E for 729.8 feet to a point; thence N 88° 15' E for 107.8 feet to a point; thence N 54° 45' E for 322.3 feet to a point; thence N 84° 09' E for 370.5 feet to a point; thence S 83° 01' E for 398.8 feet to a point on the West margin of a county public road.

50 feet Southeasterly of (or right of) and at right angles and parallel to a line described as from said Point of Beginning run N 44° 00' E for 25 feet to a point; thence N 09° 00' E for 195 feet to a point; thence N 39° 00' E for 250 feet to a point; thence N 52° 00' E for 270 feet to a point; thence N 71° 00' E for 253 feet to a point; thence N 88° 00' E for 220 feet to a point; thence East for 400 feet to a point; thence N 85° 00' E for 122 feet to a point; thence South for 25.1 feet to a point in the center of the rights of way being described; the rights of way will now be 25 feet each side of and at right angles and parallel to a line described from the above last call; run N 85° 00' E for 665.8 feet to a point; thence East for 322.9 feet to a point; thence S 74° 31' E for 298.3 feet to a point; thence S 08° 56' W for 25.1 feet to a point on the South right of way line of the rights of way being described, said point also being the NW corner of the Whiddon and/or Hammer 5 acre parcel. The rights of way will now be 50 feet Northeasterly of (or left of) and at right angles and parallel to a line described from the above last call; run S 70° 23' E for 140.8 feet to a point; thence S 52° 49' E for 185 feet to a point; thence N 89° 38' E for 224 feet to a point on the West margin of a county public road.



EXHIBIT "A"



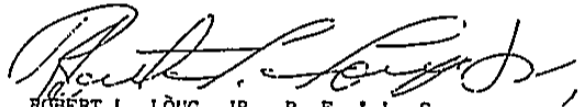
DESCRIPTION RATLIFF FERRY LTD. ROADS  
Page 2  
September 9, 1985

BOOK 208 PAGE 439

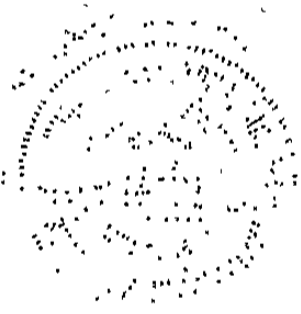
Commencing at the above said Point of Beginning run N 44° 00' E for 25 feet to a point; thence S 81° 00' E for 25 feet to the Point of Beginning of the below described rights of way which will be 25 feet each side of and at right angles and parallel to a line described as from said Point of Beginning:

Run S 19° 40' W for 451.6 feet to a point; thence S 07° 10' W for 382 feet to a point; thence East for 20.05 feet to a point; the rights of way will now be 15 feet each side of and at right angles and parallel to a line described from the above last call; run S 04° 10' W for 335 feet to a point; thence West for 20.05 feet to a point; the rights of way will now be 25 feet Easterly (left) and 24.5 feet Westerly (right) of and at right angles and parallel to the below described line; thence S 12° 23' E for 339.7 feet to a point; The rights of way will now be 25 feet each side of and at right angles and parallel to the below described lines; run thence S 04° 48' E for 329.8 feet to a point; thence S 05° 55' E for 655.8 feet to a point; thence S 01° 12' W for 316.8 feet to a point; thence S 10° 54' W for 1119 feet to a point; thence S 26° 50' W for 275.8 feet to a point that is 70 feet measured at right angles Westerly from the NW corner of the McIntyre Lot, (Deed Book 120, Page 724); thence S 32° 41' W for 270.3 feet to a point that is 38 feet measured at right angles from the SW corner of said McIntyre Lot; thence S 39° 29' W parallel to the West line of said McIntyre Lot for 284.1 feet to a point on the North right of way line of Ratliff Ferry Road.

In all the above descriptions the rights of way are a continuous flow with only the widths changing as described, over and across old private existing roads to their intersection with existing county public roads.



ROBERT L. LONG, JR., P. E. & L. S.  
P. O. BOX 1784  
JACKSON, MISSISSIPPI 39215-1784  
MISS. REG. NOS: P. E. - 1593  
L. S. - 2222



STATE OF MISSISSIPPI, County of Madison:



I, *Billy V. Cooper*, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of Sept, 1985, at 9:45 o'clock A. M., and was duly recorded on the 19 day of SEP 20 1985, 1985, Book No. 208 on Page 436. in my office. Witness my hand and seal of office, this the 20 day of SEP 20 1985, 1985.

BILLY V. COOPER, Clerk

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

WHEREAS, on November 8, 1979, Rita Ann Gambrel, single, executed a certain Deed of Trust to Mike Padalino, Trustee, for the benefit of Engel Mortgage Company, Inc., which Deed of Trust is of record in the Office of the Chancery Clerk of Madison County, Ms., in Book 464 at Page 693; And re-recorded Book 465 Page 297; And

WHEREAS, said Deed of Trust was assigned to Federal National Mortgage Association by instrument dated January 17, 1980, as of record in said Chancery Clerk's Office in Book 467 at Page 294; And

WHEREAS, said Federal National Mortgage Association has heretofore substituted Charles R. Hayfield, Jr., as Trustee in place and in lieu of Mike Padalino by instrument dated July 29, 1985, as of record in said Chancery Clerk's Office in Book 565 at Page 58; And

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms thereof, Federal National Mortgage Association, the legal holder of said indebtedness having requested the undersigned Substituted Trustee to execute the trust and sell said land and property in accordance with the terms of said Deed of Trust for the purpose of raising the sums due thereunder, together with attorney's fees, trustee's fees, and expense of sale; And

WHEREAS, the undersigned Substituted Trustee in accordance with the terms of said Deed of Trust and the laws of Mississippi, did advertise said sale in the Madison County Herald a newspaper published in Canton, Ms., on the following dates, to-wit: August 29, September 5, 12, 1985, which is more fully shown by the original proof of publication which is attached hereto as Exhibit "A" and is made a part hereof as if copied in full herein, and by posting on August 29, 1985, a copy of said notice on the Bulletin Board of the Courthouse of Madison County, Ms., at Canton; And

WHEREAS, on the 19th day of September, 1985, at the main front door of the County Courthouse of Madison County, Ms., between the hours of 11:00 A.M. and 4:00 P.M., I the undersigned Substituted Trustee, did offer for sale at public outcry and did sell to the highest and best bidder for cash the following described land and property situated in Madison County, Ms., to-wit:

Lot 31, Country Club Woods Subdivision, Part III, a subdivision according to a map or plat thereof, which is on file and of record in the office of the Chancery Clerk of Madison County, Canton, Mississippi, in Plat Book 6 at Page 9 reference to which is hereby made in aid of and as a part of this description, together with w/w carpet, R/O, DW, Smoke Detector and Disposal.

THE UNDERSIGNED SUBSTITUTED TRUSTEE offered the aforesaid property for sale at public outcry as set forth above, and there appeared at said sale Federal National Mortgage Association bidding the sum of \$59,816.72 for all of the above described property, and said property was struck off to Federal National Mortgage Association for said amount, and said bidder was declared to be the purchaser thereof.

NOW, THEREFORE, in consideration of the premises and the sum of \$59,816.72, cash in hand paid, the receipt of which is hereby acknowledged, I do hereby sell and convey unto FEDERAL NATIONAL MORTGAGE ASSOCIATION all of the above described property, conveying only such title as is vested in me as Substituted Trustee.

WITNESS my signature this the 19th day of September, 1985.

*Charles R. Hayfield, Jr.*  
CHARLES R. HAYFIELD, JR.  
Substituted Trustee

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me the undersigned authority in and for the jurisdiction aforesaid the within named CHARLES R. HAYFIELD, JR., Substituted Trustee, in the above and foregoing instrument who acknowledged to me that he as Substituted Trustee signed and delivered the foregoing instrument for the purposes recited on the date therein set



GIVEN under my hand and the official seal of my office on this the 19th day of September, 1985.

*Charles R. Hayfield, Jr.*  
NOTARY PUBLIC

My Comm. Expires: My Commission Expires Aug. 28, 1989

Grantor M/A: P. O. Box 2192, Jackson, Ms. 39205

Grantee M/A: c/o, AmSouth Mortgage Company, Inc., P. O. Box 847, Birmingham, Al. 35201

BOOK 208 PAGE 441

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

BOOK 208 PAGE 442

**SUBSTITUTED TRUSTEE'S NOTICE OF SALE**  
WHEREAS, on November, 1979, Rita Ann Garbret, single, executed a certain Deed of Trust in Mike Padalino, Trustee for the benefit of Enel Mortgage Company, Inc. which Deed of Trust is of record in the Office Book 464 at Page 673, and, re-recorded Book 465, Page 297, And  
WHEREAS, said Deed of Trust was assigned to Federal National Mortgage Association, by Instrument dated January 17, 1980, as of record in said Chancery Clerk's Office in Book 467 at Page 294, And  
WHEREAS, said Federal National Mortgage Association has heretofore substituted Charles R. Mayfield, Jr., as Trustee in place and in stead of Mike Padalino by Instrument dated July 27, 1985, as of record in said Chancery Clerk's Office, in Book 565 at Page 58, And  
WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms thereof, Federal National Mortgage Association, the legal holder of said indebtedness having requested the undersigned Substituted Trustee to execute the trust and sell land and property in accordance with the terms of said Deed of Trust for the purpose of raising the sums due hereunder, together with attorney's fees, trustee's fees, and expense of sale,  
NOW, THEREFORE, I, Charles R. Mayfield, Jr., Substituted Trustee in said Deed of Trust, will on September 17, 1985, offer for sale at public outcry and sell within legal hours (being between the hours of 11:00 A.M. and 4:00 P.M.), at the main front door of the County Courthouse of Madison County, MS., to the highest and best bidder for cash, the following described property situated in Madison County, MS., to-wit:  
Lot 31, Country Club Woods Subdivision Part III, a subdivision according to a map or plat thereof, which is on file and of record in the office of the Chancery Clerk of Madison County, Canton, Mississippi, in Book 6 at Page 9 reference to which is hereby made in aid of and as a part of this description together with w/w carpet, R/O, DW, Smoke Detector and Disposal Debt, as described by Warranty Deed, dated May 25, 1983, Book 187 Page 612, was assumed for payment of Century Properties, Ltd. I will convey only such title as is vested in me as Substituted Trustee. WITNESS my signature this the 27th day of August, 1985.  
Charles R. Mayfield, Jr.  
CHARLES R. MAYFIELD, JR.  
Substituted Trustee  
#2105  
Aug. 29, 1985

Arch. Ins. Notice of Sale -  
Cancelled

has been in said paper 3 times consecutively, to-wit:  
On the 29 day of August, 1985  
On the 5 day of September, 1985  
On the 12 day of September, 1985  
On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

and before me, this  
James Abraham, 1985  
Notary  
Expires May 27, 1987

James Abraham  
Canton, Miss., Sept. 12, 1985

Exhibit "A"

PROOF OF PUBLICATION

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of SEP 20 1985 at 12:00 o'clock P. M., and was duly recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, Book No. 208 on Page 442 in my office.  
Witness my hand and seal of office, this the \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_  
BILLY V. COOPER, Clerk  
By J. Wright, D.C.



GRANT OF RIGHT-OF-WAY AND EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, I, the undersigned J. V. MCCULLOUGH, do hereby sell, convey, and release to KENNETH FOSTER and VALERIE M. FOSTER, their heirs, successors, and assigns, an Easement and Right-of-Way over and across lands owned by me and situated in the County of Madison, State of Mississippi, more particularly described in that certain Land Deed of Trust recorded in Book 513 at Page 394 of the land records of Madison County, Mississippi, which easement and right-of-way is more particularly described as follows:

Beginning at a point that is 883.3 feet North and 1900.3 feet East of the SW corner of the NE 1/4 of the NE 1/4 of Section 33, Township 9 North, Range 1 West, Madison County, Mississippi, thence East 300 feet; thence South 15 feet; thence West 300 feet; thence North 15 feet to the point of beginning, being in the NW 1/4 of Section 34, Township 9 North, Range 1 West, Madison County, Mississippi.

The right-of-way hereby conveyed and released is for the sole purpose of locating, establishing, constructing, and maintaining over and across the above described land a certain drain or field line used by grantees herein in connection with the septic tank sewage disposal system.

I further release the said Kenneth Foster and Valerie M. Foster from any and all claims for damages arising in any way or instant to the construction, maintenance, and operation of the lines going across the property described above.

WITNESS MY SIGNATURE, this the 17 day of September, 1985.

J. V. McCullough  
J. V. MCCULLOUGH

STATE OF MISSISSIPPI

BOOK 208 PAGE 444

COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named J. V. McCULLOUGH who acknowledged that he signed and delivered the above and foregoing Grant of Right-Of-Way and Easement on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 17<sup>th</sup> day of September, 1985.

Ronald M. Kutz  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

5/16/86

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of September, 1985, at 1:30 o'clock P.M., and was duly recorded on the SEP 20 1985 day of SEP 20 1985, 19....., Book No. 208 on Page 443 in my office.

Witness my hand and seal of office, this the ..... of SEP 20 1985, 19.....

BILLY V. COOPER, Clerk

By n. Wright....., D.C.



\$1.00 Mineral Stamp  
affixed to original  
Instrument 70-1-85  
Becky V. Cooper CC.  
By N. Wright

WARRANTY DEED

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

Lot 19, DEERFIELD SUBDIVISION, PHASE II, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is made in aid of and as a part of this description.

AND ALSO

An easement five feet in width evenly off of the North side of Lot 18, Deerfield Subdivision, Phase II for the purpose of construction and maintenance on the South side of the residence to be constructed upon Lot 19 and for the further purpose of permitting the eaves of the residence constructed upon Lot 19 to overhang unto said easement as an encroachment on said Lot 18.

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

1. County of Madison and State of Mississippi ad valorem taxes for the year 1985, which shall be prorated between the parties hereto.
2. Zoning and subdivision ordinance of Madison County, Mississippi.
3. The Grantors reserve all oil, gas and other minerals lying in, on and under the above described property.
4. Those Protective Covenants of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Book 562 at Page 151, as amended by instrument recorded in Book 567 at Page 380.

BOOK 208 PAGE 446

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

6. Grantee herein, upon the acceptance of this deed, does hereby agree to construct a residence upon the above described lot which shall contain at least \_\_\_\_\_ square feet of heated area. This shall be a covenant running with the land and binding upon the heirs, assigns and successors in interest of the Grantee named herein and shall be enforceable in a Court of equity.

7. An easement five-feet in width evenly off the Northwest side of Lot 19 is hereby reserved for the purpose of construction and maintenance of a residence to be constructed upon Lot 20 of said subdivision and to permit the eaves of the residence to be constructed upon Lot 20 to overhang onto said easement as an encroachment on said Lot 19.

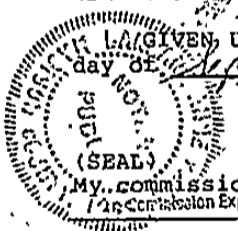
8. All easements for utilities as shown by the plat of said subdivision on record in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS our signatures on this 13 day of Sept, 1985.

J. D. Rankin  
J. D. RANKIN  
Jane B. Rankin  
JANE B. RANKIN

STATE OF MISSISSIPPI  
COUNTY OF Madison

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



WITNESSED, UNDER MY HAND AND OFFICIAL SEAL on this the 13 day of Sept, 1985.

Rankin Anne Pace  
Notary Public

Grantors: J. D. Rankin & Jane B. Rankin  
Rt. 2, Canton, Ms. 39046  
Grantees: William Kenneth Bell  
134 El Dorado Circle, Pearl, Ms. 39208

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of September, 1985, at 1:40 o'clock P. M. and was duly recorded on the SEP 20 1985 day of SEP 20 1985, 19....., Book No. 208 On Page 446 in my office. Witness my hand and seal of office, this the ..... of ..... SEP 20 1985, 19.....  
BILLY V. COOPER, Clerk  
By B. Wright....., D.C.





C

INDEXED  
7626

WARRANTY DEED

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

Beginning at the Southeast corner of the five-acre tract sold by Isaac Edwards and Kate M. Edwards to R. E. Spivey, Jr., by deed dated May 5, 1982, recorded in Book 6, Page 377, of the Deed records of Madison County, Mississippi; thence South along the West boundary of the road which bounds the Country Club Property on the West, 148 feet; thence West, parallel to the South boundary of the Spivey lot, 247 feet, thence North, parallel to the aforesaid Road, 148 feet to the South boundary of said Spivey lot; thence East along the South Boundary of said Spivey lot 247 feet, to the point of beginning, said lot fronting 148 feet on the aforesaid road, and extending back West 247 feet.

It is the intention of the Grantors herein to convey to the said Grantee the property owned by Mrs. Leon Boler, mother of Jane B. Rankin and Abbie Ventrini, at the time of her, and as described in Deed Book 38 at Page 52, records of the Chancery Clerk of Madison County, Mississippi.

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

1. Ad valorem taxes for the year 1985 which are to be paid 9/12 by the Grantors and 9/12 by the Grantee.

WITNESS OUR SIGNATURES on this 17 day of September, 1985.

Abbie Ventrini  
ABBIE VENTRINI

Jane B. Rankin  
JANE B. RANKIN

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND and official seal of office on this the 17 day of September, 1985.

*Laurie J. Heath*  
Notary Public

(SEAL)

My commission expires:

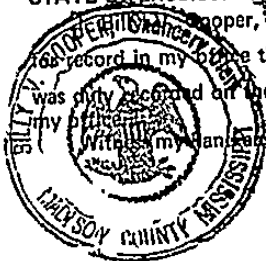
Oct. 26, 1986

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

Abbie Ventrini  
3098 Raines Road  
Memphis, Tn. 38110

Grantee: Dennis Rankin  
Country Club Road  
Canton, Ms. 39046

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of September, 1985, at 1:40 o'clock P. M., and was duly recorded on the SEP 20 1985 day of SEP 20 1985, 19....., Book No 208 on Page 447 in my office and seal of office, this the SEP 20 1985 of SEP 20 1985, 19.....

BILLY V. COOPER, Clerk

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

## SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of all of which is hereby acknowledged, and, as further consideration the assumption and agreement, by the Grantee, CAROLYN C. COTE, to pay in full that certain note and deed of trust between Larry A. Maxwell et. ux. Nora L. Maxwell, as Grantors, to Robert G. Barnett, Trustee for Deposit Guaranty Mortgage Company, as Beneficiary, recorded in the land records of the Chancery Clerk of Madison County, Mississippi, in Book 455 at page 181, as assumed by the Grantor and Grantee herein by deed dated August 20, 1984, recorded in the land records of the Chancery Clerk aforesaid in Book 199 at page 154, I, the undersigned, BENJAMIN O. COTE, do hereby sell, convey and specially warrant unto CAROLYN C. COTE, the following described property, lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

Lot 46, Stonegate Subdivision, Part 1, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slide 17 thereof, reference to which is hereby made in aid of and as a part of this description.

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

Grantor does hereby set over and transfer to Grantee all insurance accounts and escrow funds in conjunction with the above designated deed of trust.

MADISON COUNTY, MISS.  
**FILED**  
 SEP 18 1985  
 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.  
 FILE NO. \_\_\_\_\_  
 GILLY V. COOPER

Taxes for the year 1985 and all subsequent years are assumed by the Grantee herein.

The address of the Grantor is:

BENJAMIN O. COTE  
411 Lakeshore Drive  
Jackson, Mississippi 39213

The address of the Grantee is:

CAROLYN C. COTE  
152 Stonegate Drive  
Madison, Mississippi 39110

WITNESS MY SIGNATURE this the 19 day  
of Sept, 1985.

*[Handwritten Signature]*  
BENJAMIN O. COTE, Grantor

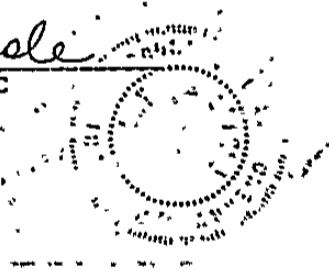
STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named BENJAMIN O. COTE, who stated on his oath that he signed and delivered the above and foregoing Special Warranty Deed on the day and year therein mentioned as his own free act and deed.

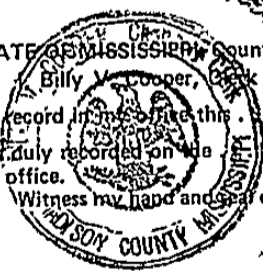
SWORN TO AND SUBSCRIBED before me, this the 19th day  
of September, 1985.

*[Handwritten Signature]*  
NOTARY PUBLIC

My Commission Expires: .  
My Commission Expires December 31, 1987  
By Court Order Expires March 28, 1982



STATE OF MISSISSIPPI, County of Madison:  
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of Sept, 1985, at 2:15 o'clock P.M., and was duly recorded on the 19 day of SEP 20, 1985, Book No. 208 on Page 449 in my office.  
Witness my hand and seal of office, this the 19 day of SEP 20, 1985, 1985  
BILLY V. COOPER, Clerk  
By [Signature], D.C.



## SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of all of which is hereby acknowledged, I, CAROLYN C. COTE, do hereby sell, convey and specially warrant unto BENJAMIN O. COTE, the following described property, lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

Lot 140 of Lake Lorman, Part 4, a subdivision according to the map or plat thereof which is on file and of record in the office the Chancery Clerk of Madison County, Mississippi, reference to which is hereby made in aid of and as a part of this description; together with all rights, title and interest in and to the easements set out in deeds of record in the foresaid Chancery Clerk's Office in Book 117, at Page 451 and Book 150, at Page 802. The Plat for said subdivision is recorded in Plat Book 4 at Page 42.

Further as part of the consideration for this conveyance, Grantee, by his acceptance of this deed, assumes and agrees to pay, as and when due and payable, all amounts owing on the indebtedness secured by that certain deed of trust outstanding against said property, in favor of Unifirst Federal Savings and Loan Association, as the original mortgagee, recorded in Book 511, Page 755, of the mortgage records of Madison County, Mississippi; and also hereby assumes the obligations of Benjamin O. Cote, under the terms of the instruments creating the loan to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned.

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

Grantor does hereby set over and transfer to Grantee all insurance accounts and escrow funds in conjunction with the above designated deed of trust.

Taxes for the year 1985 and all subsequent years are assumed by the Grantee herein.

The address of the Grantor is:

CAROLYN C. COTE  
152 Stonegate Drive  
Madison, Mississippi 39110

The address of the Grantee is:

BENJAMIN O. COTE  
411 Lakeshore Drive  
Jackson, Mississippi 39213

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

Carolyn C. Cote  
CAROLYN C. COTE, Grantor

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named CAROLYN C. COTE, who stated on her oath that she signed and delivered the above and foregoing Special Warranty Deed on the day and year therein mentioned as her own free act and deed.

SWORN TO AND SUBSCRIBED before me, this the 18th day of September, 1985.

Cherry D. Pooler  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires March 28, 1987

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19th day of Sept, 1985, at 2:15 clock P. M., and duly recorded in the SEP 20 1985 day of SEP 20 1985, 1985, Book No. 208 on Page 451 in my office.



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

C

BOOK 208 PAGE 453

RELEASE FROM DELINQUENT TAX SALE INDEXED No 7542  
 (INDIVIDUAL)  
 DELINQUENT TAX SALE  
 STATE OF MISSISSIPPI, COUNTY OF MADISON

# 7649  
 Redeemed Under H.B. 547  
 Approved April 2, 1932

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

Ware Properties  
 the sum of sixty-eight and 29/100 DOLLARS (\$ 68.29)  
 being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>9a out S 2 1/4 S W 1/4</u> <u>D B 13-24</u>	<u>6</u>	<u>7</u>	<u>12</u>	<u>.90</u>

Which said land assessed to Ware, Wm S et al and sold on the  
26 day of aug 1985 to Bradley Williamson for  
 taxes thereon for the year 1984, do hereby release said land from all claim or title of said purchaser on account of said sale

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

(SEAL) By M. Wright D.C.

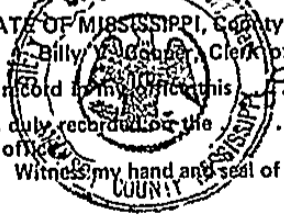
STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 52.16
- (2) Interest \$ 9.61
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 1.04
- (4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll.  
 \$1.00 plus 25cents for each separate described subdivision \$ 1.25
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 3.00
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 25
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1 00 \$ 1.00
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 61.31
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 2.61
- (10) 1% Damages per month or fraction on 1984 taxes and costs (Item 8 -- Taxes and costs only) 1 Months \$ 61
- (11) Fee for recording redemption 25cents each subdivision \$ 25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 15
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43'3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1 00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 65.63
- (19) 1% on Total for Clerk to Redeem \$ 6.56
- (20) GRAND TOTAL TO REDEEM from sale covering 1984 taxes and to pay accrued taxes as shown above \$ 72.19

Excess bid at tax sale \$ 68.29  
Bradley Williamson 64.93  
Clerk 2.06  
R 7 2.00  
68.29

Write - Your Invoice  
 Pink - Return with your remittance  
 Green - Office Copy

STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
 for record in my office this 19 day of Sept, 1985, at 3:30 o'clock P. M., and  
 was duly recorded on the 19 day of Sept, 1985, Book No. 208 on Page 453 in  
 my office.  
 Witness my hand and seal of office, this the 19 day of Sept, 1985.



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

BOOK 208 PAGE 454

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

INDEXED

No 7541

Redeemed Under H.B. 557  
Approved April 2, 1932

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

Ware Properties  
the sum of one hundred sixty seven and 65/100 DOLLARS (\$167.65)  
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>54 in 22 Cor</u>	<u>7</u>	<u>7</u>	<u>12</u>	<u>540</u>
<u>nw 1/4</u>				
<u>DD 136-24</u>				

Which said land assessed to William S. Ware et al and sold on the  
26 day of Aug 1984 to Bradley Wilkerson for  
taxes thereon for the year 1984 hereby release said land from all claim of title of said purchaser on account of said sale.  
IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 19 day of

Sept 1984 Billy V. Cooper, Chancery Clerk.  
By M. W. W. W. D.C.

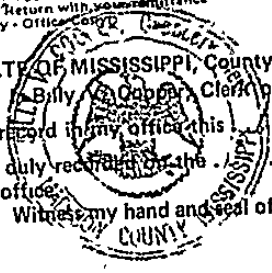
STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 138.54
- (2) Interest \$ 6.93
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 2.77
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll, \$ 1.25  
\$1.00 plus 25cents for each separate described subdivision \$ 3.00
- (5) Printer's Fee for Advertising each separate subdivision \$ 25
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision Total 25cents each subdivision \$ 1.00
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1 00 \$ 153.74
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 6.93
- (9) 5% Damages on TAXES ONLY. (See Item 1)
- (10) 1% Damages per month or fraction on 1984 taxes and costs (Item 8 --Taxes and costs only) 1 Months \$ 1.54
- (11) Fee for recording redemption 25cents each subdivision \$ 50
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 30
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$2.00 \$
- (15) Fee for issuing Notice to Owner, each \$
- (16) Fee Notice to Lienors @ \$2.50 each \$1.00 \$
- (17) Fee for mailing Notice to Owner \$4.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$
- TOTAL \$ 164.01
- (19) 1% on Total for Clerk to Redeem \$ 1.64
- (20) GRAND TOTAL TO REDEEM from sale covering 1984 taxes and to pay accrued taxes as shown above \$ 165.65

Excess bid at tax sale \$ 167.65  
Bradley Wilkerson 162.21  
Clubs 3.44  
R.F. 2.00  
167.65

White - Your Invoice  
Pink - Return with your remittance  
Canary - Office Copy

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 19 day of Sept, 1985, at 3:30 o'clock P. M., and  
was duly recorded on the SEP 20 1985 day of SEP, 1985, Book No. 20 on Page 454 in  
my office.



Witness my hand and seal of office, this the 19 day of SEP, 1985.  
BILLY V. COOPER, Clerk  
By M. W. W. W. D.C.



BOOK 208 PAGE 455

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

INDEXED No 7540 765

Redeemed Under H.B. 687 Approved April 2, 1932

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

Ware Properties the sum of Four hundred forty eight & 51/100 DOLLARS (\$448.51) being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with 5 columns: DESCRIPTION OF LAND, SEC., TWP, RANGE, ACRES. Row 1: 1/2 acre out 2 1/4 SW 1/4 DP 136 24, SEC. 6, TWP 7, RANGE 12, ACRES 15.

Which said land assessed to Wm S. Ware et al and sold on the 26 day of Aug 1985 to Greg Merrill for taxes thereon for the year 1985

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 19 day of Sept 19 85 Billy V. Cooper, Chancery Clerk.

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

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$384.84
(2) Interest \$19.24
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$7.70
(4) Tax Collector Advertising... \$1.25
(5) Printer's Fee for Advertising each separate subdivision \$3.00
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$2.50
(7) Tax Collector---For each conveyance of lands sold to individuals \$1 00 \$1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$417.28
(9) 5% Damages on TAXES ONLY. (See Item 1) \$19.24
(10) 1% Damages per month or fraction on 1984 taxes and costs (Item 8--Taxes and costs only) 1 Months \$4.17
(11) Fee for recording redemption-25cents each subdivision \$2.50
(12) Fee for indexing redemption 15cents for each separate subdivision \$1.50
(13) Fee for executing release on redemption \$1.00
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
(15) Fee for Issuing Notice to Owner, each \$2 00 \$
(16) Fee Notice to Lienors @ \$2.50 each \$
(17) Fee for mailing Notice to Owner \$1 00 \$
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
TOTAL \$442.09
(19) 1% on Total for Clerk to Redeem \$4.42
(20) GRAND TOTAL TO REDEEM from sale covering 1984 taxes and to pay accrued taxes as shown above \$446.51

Excess bid at tax sale \$ Greg Merrill 440.69 Clerk 5.82 R7 2.00 448.51

White - Your Invoice Pink - Return with your remittance Canary - Office Copy

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of Sept 1985, at 3:30'clock P.M., and was duly recorded on the 20 day of SEP. 20 1985, 1985, Book No. 208 on Page 455 in my office.

Witness my hand and seal of office, this the 20 day of SEP 20 1985, 1985.

BILLY V. COOPER, Clerk

By D. Wright, D.C.

BOOK 208 :ALL 456

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

No 7539

INDEXED  
7653

Redeemed Under M.S. 587  
Approved April 2, 1932

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

Ware Properties  
the sum of thirty six and 37/100 DOLLARS (\$ 36.37)  
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Lot 254 Lake Laman</u>	<u>5</u>	<u>7</u>	<u>15</u>	
<u>Stg front 100 ft on</u>				
<u>Rte 5 Overate Dr on 20</u>				
<u>D.B. 181-438</u>				

Which said land assessed to Ware, William S & Cathy and sold on the  
26 day of Aug 1984 to Donna J. Minge for  
taxes thereon for the year 1984, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 19 day of  
Sept 1984 Billy V. Cooper, Chancery Clerk.  
By D. Wright D.C.

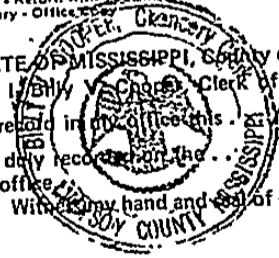
STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 13.94
- (2) Interest \$ 1.20
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ .48
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll.  
\$1.00 plus 25cents for each separate described subdivision \$ 1.25  
\$1.00 each \$ 3.00
- (5) Printer's Fee for Advertising each separate subdivision \$ 2.5
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 1.00
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 3.12
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 1.20
- (9) 5% Damages on TAXES ONLY. (See Item 1)
- (10) 1% Damages per month or fraction on 1984 taxes and costs (Item 8 --Taxes and costs only 1 Months) \$ .31
- (11) Fee for recording redemption 25cents each subdivision \$ .25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 1.5
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 34.03
- (19) 1% on Total for Clerk to Redeem \$ 34
- (20) GRAND TOTAL TO REDEEM from sale covering 1984 taxes and to pay accrued taxes as shown above \$ 34.37

Excess bid at tax sale \$ 36.37  
Donna J. Minge 3263  
Cheryl 1.74  
R.F. 2.00  
36.37

White - Your Invoice  
Pink - Return with your assistance  
Canary - Office Copy

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office on this 19 day of Sept, 1985, at 3:30 o'clock P. M., and  
was duly recorded on the 20 day of SEP, 1985, Book No. 208 on Page 456 in  
my office.  
With my hand and seal of office, this the 19 day of SEP, 1985.



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

BOOK 208 PAGE 457

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

INDEXED No 7543 7656

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

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

Helma L. West

the sum of Eighty one dollar and 06/100 DOLLARS (\$ 81.06/100)  
being the amount necessary to redeem the following described land in said County and State, to-wit.

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>W 1/2 Lot 5</u>				
<u>Smith-Candl add 5 B</u>				
<u>DB 79-292</u>				
<u>DB 187-89</u>	<u>24</u>	<u>9</u>	<u>2E</u>	

Which said land assessed to Helma L. West and sold on the  
26 day of Aug, 19 85 to Hug Merritt for  
taxes thereon for the year 19 84, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 19 day of  
Sept, 19 85 Billy V. Cooper, Chancery Clerk

(SEAL) By M. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 5713
- (2) Interest \$ 286
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 114
- (4) Tax Collector Advertising -- Selling each separate described subdivision as set out on assessment roll.  
\$1.00 plus 25cents for each separate described subdivision \$ 125
- (5) Printer's Fee for Advertising each separate subdivision \$1 00 each \$ 300
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision Total 25cents each subdivision \$ 25
- (7) Tax Collector -- For each conveyance of lands sold to individuals \$1 00 \$ 100
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 6663
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 958
- (10) 1% Damages per month or fraction of 19 85 taxes and costs (Item 8 -- Taxes and costs only) 6 Months \$ 67
- (11) Fee for recording redemption 25cents each subdivision \$ 25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 15
- (13) Fee for executing release on redemption \$ 100
- (14) Fee for Publication (Sec 27-43-3 as amended by Chapter 375, House Bill No. 457) \$
- (15) Fee for issuing Notice to Owner, each \$2 00 \$
- (16) Fee Notice to Lienors @ \$2 50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 7828
- (19) 1% on Total for Clerk to Redeem \$ 78
- (20) GRAND TOTAL TO REDEEM from sale covering 19 85 taxes and to pay accrued taxes as shown above \$ 7906

Excess bid at tax sale \$ 200  
81.06

Hug Merritt 76.88  
Clerk fee 218  
Rec fee 200  
81.06

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 19 day of Sept, 19 85, at 4:45 o'clock P. M., and was duly recorded on the 20 day of SEP 20 1985, 19 85, Book No 208 on Page 457 in my office.

Witness my hand and seal of office, this the 19 day of SEP 20 1985, 19 85.



BILLY V. COOPER, Clerk

By M. Wright, D.C.

BOOK 208 PART 458  
 RELEASE FROM DELINQUENT TAX SALE  
 (INDIVIDUAL)  
 DELINQUENT TAX SALE  
 STATE OF MISSISSIPPI, COUNTY OF MADISON

No 7544  
 INDEXED  
 Redeemed Under H.B. 517  
 Approved April 2, 1932

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

Thomas Tisdale  
 the sum of One hundred sixty nine dollars and 13/100 DOLLARS (\$ 169.13/100)  
 being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Laven Hill Sub Pt 2</u>				
<u>AB-507-31</u>	<u>22</u>	<u>07</u>	<u>02</u>	

Which said land appraised to Tisdale Thomas K. & Anna and sold on the  
26 day of Aug 1985 to Bradley Williams for  
 taxes thereon for the year 1984, do hereby release said land from all claim or title of said purchaser on account of said sale.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 19 day of  
Sept 1985 Billy V. Cooper, Chancery Clerk.  
 (SEAL) By N. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 140.20
- (2) Interest \$ 701
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 208
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll,  
 \$1.00 plus 25cents for each separate described subdivision \$ 125
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 300
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ 25
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 100
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 155.51
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 7.78
- (10) 1% Damages per month or fraction on 1984 taxes and costs (Item 8 --Taxes and costs only) 1 Months \$ 156
- (11) Fee for recording redemption 25cents each subdivision \$ 25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ 15
- (13) Fee for executing release on redemption \$ 100
- (14) Fee for Publication (Sec 27-43-3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 165.48
- (19) 1% on Total for Clerk to Redeem \$ 165
- (20) GRAND TOTAL TO REDEEM from sale covering 1984 taxes and to pay accrued taxes as shown above \$ 167.13

Excess bid at tax sale \$  
Bradley Williams 164.08  
Clerk fee 3.05  
Pen fee 2.00  
169.13

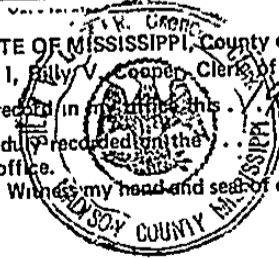
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
 for record in my office this 19 day of Sept, 1985, at 4:52 o'clock P. M., and  
 was duly recorded on the SEP 20 1985 day of SEP 20 1985, 1985, Book No 208, on Page 458 in  
 my office.

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

BILLY V. COOPER, Clerk

By N. Wright D.C.



WARRANTY DEED

INDEXED!

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, GUS A. PRIMOS, Attorney in Fact for Robert C. Travis, Grady L. McCool, Jr. and W. F. Dearman, Jr., by virtue of that certain Power of Attorney on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 201, at Page 261, and GUS A. PRIMOS, individually, do hereby sell, convey and warrant unto ANNANDALE CONSTRUCTION, INC.-----

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

Lot 19, SANDALWOOD SUBDIVISION, Part Four, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, in Cabinet B, Slide 46, reference to which is hereby made in aid of and as a part of this description.

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

This conveyance is further subject to those certain restrictive covenants recorded in Book 503, at Page 539, of the records of said county.

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

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

WITNESS OUR SIGNATURES this the 19<sup>th</sup> day of September, 1985.

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

BY: Gus A. Primos

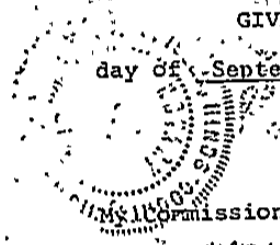
GUS A. PRIMOS, Their  
 Attorney in Fact

Gus A. Primos  
 GUS A. PRIMOS

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 19<sup>th</sup>  
day of September, 1985.



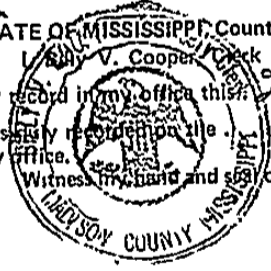
Marshie A. Crist  
NOTARY PUBLIC

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

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

GRANTEE(S):  
Mr. James Ellington  
Annandale Construction, Inc.  
920-B East County Line Road  
Ridgeland, Mississippi 39157

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 20 day of Sept., 1985, at 2:30 clock P. M. and  
was duly recorded on file SEP 20 1985 day of SEP 20 1985, 19....., Book No. 208 on Page 459 in  
my office. Witness my hand and seal of office, this the ..... of SEP 20 1985, 19.....  
BILLY V. COOPER, Clerk  
By M. Wright....., D.C.



WARRANTY DEED

INDEXED  
7664

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, CARSON WHITEHEAD, do hereby sell, convey and warrant unto PAUL PYBAS the following described real property lying and being situated in the City of Ridgeland, Madison County, Mississippi, to-wit:

The following described property lying and being situated in the City of Ridgeland, Madison County, Mississippi, to-wit:

Beginning at the Southwest corner of Lot 5, Block 26, Highland Colony, Ridgeland, Madison County, Mississippi, the same also being the Southeast corner of Lot 4, Block 26 of the aforesaid subdivision; being a point on the North line of the right-of-way of Lakeland Drive (which has been renamed Lake Harbor Road and hereinafter shall be referred to as Lake Harbor Road); go North a distance of 145 feet to the point of beginning of the tract herein described; thence, go due East a distance of 145 feet; thence go North along the West boundary of North Wolcott Circle a distance of 90 feet; thence go West a distance of 145 feet to a point; thence South a distance of 90 feet, more or less, to the point of beginning; said parcel being situated in Lots 5 of Block 26 of Highland Colony, in Ridgeland, Madison County, Mississippi.

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

1. Ad valorem taxes for the year 1985 which are to be paid None by the Grantor and None by the Grantee.
2. Zoning and subdivision regulation ordinance of the City of Ridgeland, Mississippi.
3. Easements to United Gas Pipe Line Company dated December 27, 1950, and April 11, 1951, recorded in Book 49 at Page 132 and Book 50 at Page 173, respectively.

4. Easement to American Telephone and Telegraph Company, dated January 22, 1948, recorded in Book 39 at Page 164.

Grantor warrants that the above described property is no part of his homestead.

WITNESS my signature on this 19 day of September 1985.

  
CARSON WHITEHEAD

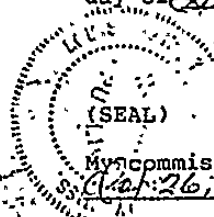
BOOK 208 PAGE 462

STATE OF MISSISSIPPI  
COUNTY OF MADISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 19 day of September, 1985.

  
Notary Public

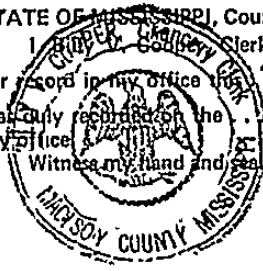


Grantor: Carson Whitehead  
P.O. Box 123  
Redwood 39158  
ADDRESS

Grantee: Paul Pybas  
P.O. Box 70  
Madison  
Mississippi 39110  
ADDRESS

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of Sept, 1985, at 8:40 o'clock a. M., and was duly recorded on the 20 day of SEP. 20 1985, 19....., Book No. 208 on Page 462. in my office SEP 20 1985



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

By m. Wright....., D.C.



INDEXED

BOOK 208 PAGE 463

7665

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, WE, GEORGE HEMBREE and JUANITA KELLEY HEMBREE, Grantors, do hereby convey and forever warrant unto ROBERT J. DOWDLE, Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to-wit:

A lot or parcel of land fronting 65.0 feet on the North side of Dinkins Street in the City of Canton, Madison County, Mississippi, and being more particularly described as beginning at a point where the north line of Dinkins Street intersects the East line of Lot 17, said Lot 17 runs from South side of Semmes Street to said Dinkins Street, as shown on the map of Canton, Mississippi, prepared in 1898 by George & Dunlap which map is on file for record in the Chancery Clerks Office in Canton, Mississippi, and said point of beginning also is the SE corner of the Fred Plummer Lot, and from said point of beginning run thence East for 65.0 feet, thence north for 200.0 feet, thence running West for 65.0 feet, thence running South for 200.0 feet to the point of beginning, and all being a part of Lot 19 on the South Side of Semmes Street in the City of Canton, Madison County, Mississippi.

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: 9/12<sup>th</sup>; Grantee: 3/12<sup>th</sup>.
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.

WITNESS OUR SIGNATURES on this the 19<sup>th</sup> day of SEPTEMBER, 1985.

George Hembree  
GEORGE HEMBREE

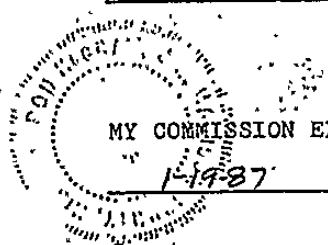
Juanita Kelley Hembree  
JUANITA KELLEY HEMBREE

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named GEORGE HEMBREE and wife, JUANITA KELLEY HEMBREE, who stated and acknowledged to me that they did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 19<sup>th</sup> day of SEPTEMBER, 1985.



*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Grantor:  
223 E. Dinkins  
Canton, MS 39046

Grantee:  
137 E. Academy  
Canton, MS 39046

DM

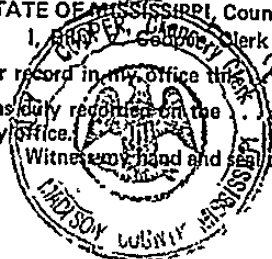
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of September, 1985, at 8:50 o'clock a. M., and was duly recorded on the 20 day of SEP 20 1985, 1985, Book No 208 on Page 463 in my office.

Witness my hand and seal of office, this the SEP 30 1985 of 1985, 1985.

BILLY V. COOPER, Clerk

By Billy V. Cooper



BOOK 208 FALL 465

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

7667 INDEXED  
No. 7538

Redeemed Under HB 587  
Approved April 2, 1932

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

Electra Crisler  
the sum of Two hundred thirty-five and 6/100ths DOLLARS (\$ 235.60)  
being the amount necessary to redeem the following described land in said County and State, to-wit:

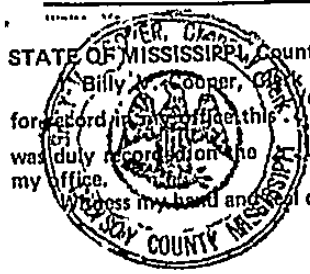
DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
<u>4.3A out A. J. Snowden</u>	<u>35</u>	<u>7</u>	<u>1E</u>	<u>4.30</u>
<u>Est - Lot 9 DB 146-209</u>				
<u>DBO-373</u>				

Which said land assessed to Crisler, Electra M. & Cleophus sold on the  
21<sup>st</sup> day of August 1985, to Merritt, Greg for  
taxes thereon for the year 1984, do hereby release said land from all claim or title of said purchaser on account of said sale.  
IN WITNESS WHEREOF, I have hereunto set my signature and the seal of said office on this the 19<sup>th</sup> day of  
September 1985 Billy V. Cooper, Chancery Clerk

(SEAL) By D. Wright D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$	<u>198.40</u>
(2) Interest	\$	<u>9.92</u>
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$	<u>3.97</u>
(4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll. \$1.00 plus 25cents for each separate described subdivision	\$	<u>1.25</u>
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each	\$	<u>3.00</u>
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision, Total 25cents each subdivision	\$	<u>.25</u>
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00	\$	<u>1.00</u>
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$	<u>217.79</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$	<u>9.92</u>
(10) 1% Damages per month or fraction on 19 <u>84</u> taxes and costs (Item 8 --Taxes and costs only) <u>1</u> Months	\$	<u>2.18</u>
(11) Fee for recording redemption 25cents each subdivision	\$	<u>.25</u>
(12) Fee for indexing redemption 15cents for each separate subdivision	\$	<u>.15</u>
(13) Fee for executing release on redemption	\$	<u>1.00</u>
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No. 457)	\$	
(15) Fee for Issuing Notice to Owner, each \$2.00	\$	
(16) Fee Notice to Lienors @ \$2.50 each	\$	
(17) Fee for mailing Notice to Owner \$1.00	\$	
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00	\$	
TOTAL	\$	<u>231.29</u>
(19) 1% on Total for Clerk to Redeem	\$	<u>2.31</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>84</u> taxes and to pay accrued taxes as shown above	\$	<u>233.60</u>
Excess bid at tax sale \$ <u>200</u>		<u>200</u>
		<u>235.60</u>
<u>Greg Merritt</u>		<u>229.89</u>
<u>Clerk</u>		<u>3.71</u>
<u>Rec. Fee</u>		<u>2.00</u>
		<u>235.60</u>



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on this 19<sup>th</sup> day of September, 1985, at 12:50 o'clock P. M., and was duly recorded on the 20<sup>th</sup> day of SEP. 20, 1985, 19....., Book No 208 on Page 465 in my office.  
Witness my hand and seal of office, this the ..... of ..... SEP. 20, 1985, 19.....

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

7667 1/2

INDEXED

BOOK 208 PAGE 466

WARRANTY DEED  
EASEMENT CONVEYANCE  
AND  
AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), cash in hand paid, and other good and valuable consideration including the conveyance of an easement for installation, operation and maintenance of water and gas mains as hereinafter described, FARM AND FOOD N.V., a Netherlands Antilles corporation, does hereby sell, convey and warrant unto ANNANDALE DEVELOPMENT COMPANY, a Delaware corporation, the following described parcel of land located in the South Half of the Southeast Quarter of Section 28, Township 8 North, Range 1 East, Madison County, Mississippi:

Commence at the corner common to Sections 27, 28, 33 and 34 of Township 8 North, Range 1 East, Madison County, Mississippi, and run thence south 89 degrees 48 minutes west and along the line common to said Sections 28 and 33 for a distance of 670.0 feet to the point of beginning of the parcel of land described as follows:

Continue thence south 89 degrees 48 minutes west and along the line common to said Sections 28 and 33 for a distance of 650.0 feet to the southwest corner of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 28, said point being also on the boundary of that certain 235.54 acre parcel of land conveyed to Annandale, Inc. by Warranty Deed recorded in Book 188 at Page 533 in the office of the Chancery Clerk of Madison County at Canton, Mississippi, reference to which is hereby made in aid of and as a part of this description; continue thence south 89 degrees 48 minutes west and along the line common to said Sections 28 and 33 and along the boundary of said 235.54 acre parcel of land for a distance of 596.6 feet to a point; continue thence south 89 degrees 48 minutes west and along the line common to said Sections 28 and 33 for a distance of 358.4 feet to a point; run thence north 44 degrees 48 minutes east for a distance of 155.6 feet to a point on a line which is 110.0 feet north of and parallel with the line common to said Sections 28 and 33; run thence north 89 degrees 48 minutes east and along a line 110.0 feet north of and parallel with the line common to said Sections 28 and 33 for a distance of 885.0 feet to a point; run thence south 45 degrees 12 minutes east for a distance of 56.6 feet to a point on a line which is 70.0 feet north of and parallel with the line common to said Sections 28 and 33; run thence north 89 degrees 48 minutes east and along a line 70.0 feet north of and parallel with the line common to said Sections 28 and 30 for a distance of 570.0 feet to a point; run thence south 00 degrees 12 minutes east for a distance of 70.0 feet to the point of beginning.

The above described parcel of land is located in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 28, Township 8 North, Range 1 East, Madison County, Mississippi, and contains 3.37 acres, more or less. Bearings

used in this description refer to the Mississippi Coordinate System, West Zone.

The warranty of this conveyance is subject to the following:

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

Farm And Food N.V.: 8 months.  
Annandale Development Company: 4 months.

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

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

4. Utility easements of record.

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), cash in hand paid, and other good and valuable consideration including the conveyance of the above described parcel of land, ANNANDALE DEVELOPMENT COMPANY, a Delaware corporation, does hereby sell, convey and warrant unto FARM AND FOOD N.V., a Netherlands Antilles corporation, a non-exclusive, perpetual, irrevocable, assignable easement for installation, operation and maintenance of a water main and a gas main in, upon, over and across the following described parcel of land located in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 33, Township 8 North, Range 1 East, Madison County, Mississippi:

Commence at the corner common to Sections 27, 28, 33 and 34, Township 8 North, Range 1 East, Madison County, Mississippi, and run thence south 89 degrees 48 minutes west along the line common to said Sections 28 and 33 for a distance of 348.2 feet to the point of beginning of the parcel of land described as follows:

Continue thence south 89 degrees 48 minutes west along the line common to said Sections 28 and 33 for a distance of 15.0 feet to a point; run thence south 01 degree 23 minutes west for a distance of 32.0 feet to a point on a curve having a partial central angle of 03 degrees 07 minutes and a radius of 276.04 feet; run thence along said curve to the right for an arc distance of 15.0 feet (chord bearing and distance: north 89 degrees 50 minutes east, 15.0 feet) to a point; run thence north 01 degree 23 minutes for a distance of 32.0 feet to the point of beginning.

The above described parcel of land contains 479 square feet, more or less. Bearings used in this description refer to the Mississippi Coordinate System, West Zone.

ANNANDALE DEVELOPMENT COMPANY reserves unto itself and its successors and assigns all right, title, interest, and privilege as may be exercised without interference with or abridgement of the easement rights herein conveyed.

ANNANDALE DEVELOPMENT COMPANY, subject to the approval of the Bear Creek Water Association, grants permission to FARM AND FOOD N.V. to connect to the existing six inch diameter water main owned by the Association and located in or along a private roadway adjoining the above described 479 square foot parcel of land.

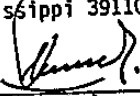
As described below, ANNANDALE DEVELOPMENT COMPANY and FARM AND FOOD N.V. hereby agree to cooperate on the location and installation of two additional connections between the water distribution systems being installed by each party to serve its property; however, the future conveyances contemplated by the operation of this agreement are not part of the consideration for the conveyance of the 3.37 acre parcel of land described above or for the conveyance of easement rights in, upon, over and across the 479 square foot parcel described above.

ANNANDALE DEVELOPMENT COMPANY agrees to convey for nominal consideration to FARM AND FOOD N.V. easement rights, similar to those conveyed herein, in, upon, over, and across a tract of land near the westernmost corner common to and in the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 33, Township 8 North, Range 1 East, Madison County, Mississippi, which tract of land shall be more particularly determined by mutual agreement and described in an instrument conveying said easement rights, and which tract of land shall be located along proposed lot lines or other boundaries so that its existence will not unreasonably interfere with the development or sale of the adjacent land. The conveyance of said easement rights shall occur whenever ANNANDALE DEVELOPMENT COMPANY improves and subdivides the adjacent land and sufficiently prior to the sale of lots to permit the installation of a water main therein by FARM AND FOOD N.V.

FARM AND FOOD N.V. agrees to convey for nominal consideration to ANNANDALE DEVELOPMENT COMPANY easement rights, similar to those conveyed herein, in, upon, over, and across a tract of land near the south line of and in the Southeast Quarter of the Southwest Quarter of Section 28, Township 8 North, Range 1 East, Madison County, Mississippi, which tract of land shall be more particularly determined by mutual agreement and described in an instrument conveying said easement rights, and which tract of land shall be located along a proposed lot lines or other boundaries so that its existence will not unreasonably interfere with the development or sale of the adjacent land. The conveyance of said easement rights shall occur whenever FARM AND FOOD N.V. improves and subdivides the adjacent land and sufficiently prior to the sale of lots to permit the installation of a water main therein by ANNANDALE DEVELOPMENT COMPANY.

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

FARM AND FOOD N.V.  
A Netherlands Antilles corporation  
P. O. Box 456  
Madison, Mississippi 39110

By:   
Peter P. DeBeukelaer  
Managing Director

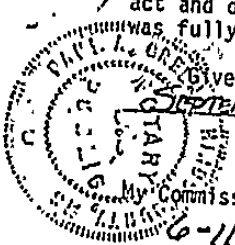
ANNANDALE DEVELOPMENT COMPANY  
A Delaware corporation  
P. O. Box 270603  
Tampa, Florida 33688

Attest: Ann L. Scott  
Ann L. Scott  
Assistant Secretary

By: Warren T. Sasser  
Warren T. Sasser  
Vice President

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the above and within named PETER P. DeBEUKELAER, who, being by me first duly sworn, stated on his oath that he is Managing Director of Farm and Food N.V., a Delaware corporation, who acknowledged to me that as such officer and for and on behalf of said corporation, he signed and delivered the above and foregoing instrument on the day and year therein indicated as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and who further stated on his oath that he was fully authorized so to do.

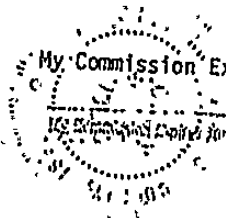


Given under my hand and seal of office on this the 17<sup>th</sup> day of SEPTEMBER, 1985.

Paul A. Greene Notary Public

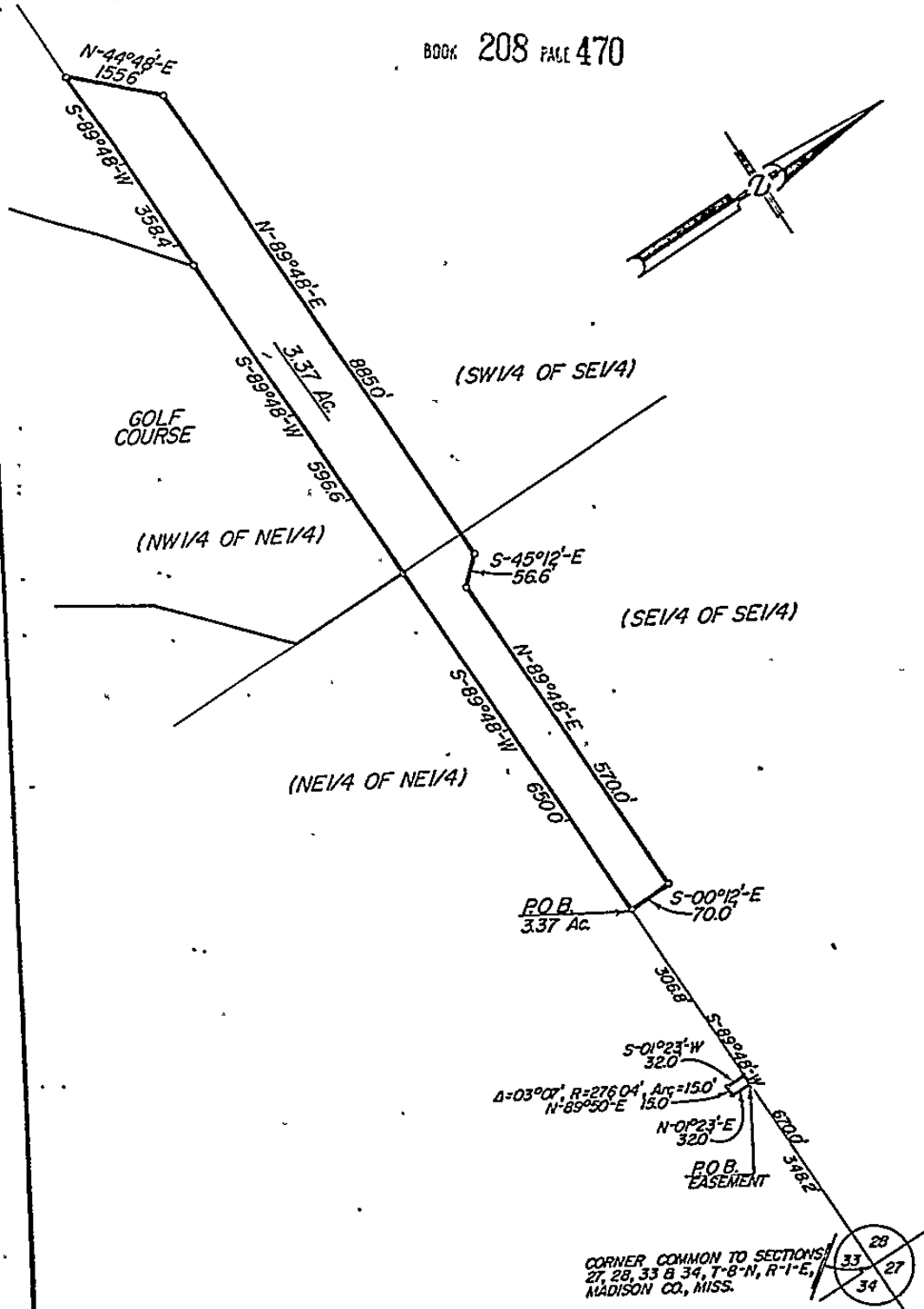
STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the above and within named WARREN T. SASSER and ANN L. SCOTT, who, being by me first duly sworn, stated on their oaths that they are, respectively, the Vice President and Assistant Secretary of Annandale Development Company, a Delaware corporation, who severally acknowledged to me that, in their capacities as such officers and for and on behalf of said corporation, they signed and delivered the above and foregoing instrument on the day and year therein indicated as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and who further stated on their oaths that they were fully authorized so to do.



Given under my hand and seal of office on this the 17 day of September, 1985.

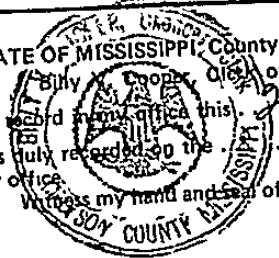
James H. King Notary Public



**LESTER ENGINEERING COMPANY**  
JACKSON, MISSISSIPPI

REVISIONS:	3.37 ACRES	SCALE: 1"=200'
	FARM AND FOOD N.V.	DATE: SEPT, 1985
	TO	DRAWN BY: R. DALE
	ANNANDALE DEVELOPMENT CO.	DRWG. NO: 82-602-DE

STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of Sept, 1985, at 9:00 o'clock A.M., and was duly recorded on the 20 day of SEP. 20, 1985, Book No. 208 on Page 466 in my office.  
 Witness my hand and seal of office, this the 20 day of SEP. 20, 1985.  
 BILLY V. COOPER, Clerk  
 By J. Wright, D.C.





executive line

BOOK 208 PAGE 471 767.2

# This Indenture

Whichever word herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties herein, the use of the singular number shall include the plural, and the plural the singular, the use of any gender shall include all genders; and, if used, the term "acre" shall include all the acres herein described if more than one

Made this 25th day of April A. D. 19 85

Between  
N. L. WILSON and wife, JODELLE E. WILSON, as joint tenants  
with full rights of survivorship and not as tenants in common,

Brevard and State of Florida, of the County of party of the first part,

and  
JODELLE E. WILSON, individually Brevard and State of Florida, of the County of party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of Dollars, the sum of Ten Dollars (\$10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of State of Florida, to wit:  
MADISON

Lot 15, RIDGELAND EAST, PART 1, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, as now recorded in Plat Book 5 at Page 30.

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

*[Signatures of witnesses: Eileen King, Eileen King]*

*[Signatures of N. L. Wilson and Jodelle E. Wilson]*  
N. L. WILSON  
JODELLE E. WILSON

State of Florida,  
County of Brevard

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

N. L. WILSON and JODELLE E. WILSON

to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Rockledge, Florida, this 26th day of April A. D. 1985

*[Signature of Notary Public]*  
Notary Public, State of Florida at Large  
My Commission Expires February 24, 1987

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20th day of Sept. 1985, at 9:00 o'clock A.M., and was duly recorded on the 20th day of SEP. 1985, 19... Book No. 208 on Page 471 in my office.



Witness my hand and seal of office, this the ... of ... 19...  
BILLY V. COOPER, Clerk  
By *[Signature]* D.C.

DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned COURTESY INNS, INC. (formerly Athens Investment Company) does hereby sell, convey and quit-claim unto GEORGE ALBERT WILKINSON all of its right, title and interest in and to the following described land situated in Madison County, Mississippi, to-wit:

## PARCEL ONE:

A one (1) acre tract of land lying in the Southwest Corner of Grantor's land, being a part of that certain tract of land lying in the Northeast Quarter (NE $\frac{1}{4}$ ), Section Six (6), Township Seven (7) North, Range Two (2) East, that lies West of the Old Hedgerow which runs North and South through same; Said one (1) acre tract of land fronting New United States Highway Fifty-Five (55) for a distance of 208  $\frac{3}{4}$  feet and extending in depth a distance of approximately 208  $\frac{3}{4}$  feet forming a square acre tract of land.

It is Grantor's intention to convey and it does hereby convey to said Grantee all of its interest in the above-described property as acquired from Andrew Jefferson and Sarah Jefferson by Deed dated September 3, 1960 and recorded in Book 78 at Page 447 of the records of the Chancery Clerk of Madison County.

## PARCEL TWO:

All that part of Lots 1 and 2 of Block "A" of McLaurin Tougaloo Heights lying North and West of the proposed Northwest Right-of-Way line of proposed Interstate Highway No. 55 (Project No. 1-55-2(24) 103), containing 0.53 acres more or less, and being in the Northeast Quarter of Section 36, Township 7 North, Range 1 East, according to a map or plat of which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, reference to which is hereby made in aid of this description.

It is Grantor's intention to convey and it does hereby convey to Grantee all of Grantor's interest in and to the above-described property as acquired by Warranty Deed from Grant Lewis, et al. dated November 19, 1960 and recorded in Book 80 at Page 60 of the records of the Chancery Clerk of Madison County, Mississippi.

## PARCEL THREE:

One-fourth ( $\frac{1}{4}$ ) acre West of service road, which service road parallels Mississippi State Highway No. 55 in the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ), Section 3,

Township 8 North, Range 2 East; said one-fourth acre having been staked off by Grantors and Grantee under that certain Warranty Deed recorded in Book 79 at Page 281 of the records of the Chancery Clerk of Madison County, Mississippi.

It is Grantor's intention to convey and it does hereby convey to Grantee all of its interest in and to the above-described property as acquired by Warranty Deed from Owen McElroy and Ledora McElroy dated December 3, 1960 and recorded in Book 79 at Page 281 in the records of the Chancery Clerk of Madison County, Mississippi.

It is Grantor's intention to convey and Grantor does hereby convey to Grantee all of Grantor's interest in real property located in Madison County, Mississippi whether correctly described or not.

Ad valorem taxes for the year 1985 and subsequent years will be paid by the Grantee herein.

WITNESS THE SIGNATURE of the undersigned on this the 16 day of September, 1985.

COURTESY INNS, INC.

BY: [Signature]  
President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named George A. Wilkinson who acknowledged to me that he is President of Courtesy Inns, Inc., a Mississippi corporation, and that he signed, executed and delivered the above and foregoing Deed on behalf of said corporation, first being duly authorized so to do.

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

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires July 12, 1987  
Grantor's Address Is:  
Post Office Box 16687  
Jackson, MS 39206

Grantee's Address Is:  
Post Office Box 16687  
Jackson, MS 39206

-2-



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 20 day of Sept, 1985, at 9:00 o'clock A.M., and was duly recorded on the 20 day of SEP 20, 1985, Book No. 200 on Page 472 in my office.  
Witness my hand and seal of office, this the 20 day of SEP 20, 1985.

BILLY V. COOPER, Clerk

By [Signature], D.C.

AFFIDAVIT

Personally appeared before me, the undersigned authority in and for the county and state, the within named WILLIAM E. ANDREAE, who after being duly sworn according to law desposes and says upon oath as follows, to wit:

I, WILLIAM E. ANDREAE, age 63, am a resident of Harris County and whose address is 14719 Cindywood Drive, Houston, Texas 77079;

My brother, DR. ROBERT L. ANDREAE, age 57, is a resident of Broward County, and whose address is 1601 Coral Ridge Drive, Fort Lauderdale, Florida, 33305;

That we are the only children born to MAX B. ANDREAE and GLADYS R. ANDREAE, last residence, 5608 Clubview Drive, Jackson, Mississippi, 39211. Our father, MAX B. ANDREAE, is deceased as of March 7, 1967, dying intestate in Jackson, Mississippi. Our mother, GLADYS R. ANDREAE, deceased as of September 14, 1982, executed a will with Perry Crockett Morrison and Starling of Jackson, Mississippi; probated in Florida as she was at the home of son ROBERT L. ANDREAE.

Let the records show that WILLIAM E. ANDREAE and ROBERT L. ANDREAE are the direct heirs of MAX B. AND GLADYS R. ANDREAE for purposes of all Oil, Gas and Mineral leases in Madison County, Mississippi.

Witness my signature this 18 day of Sept, 1985.

*William E. Andraee*  
WILLIAM E. ANDREAE

State of Texas  
County of Harris

I hereby certify that on this day before me a Notary Public, personally appeared the within named WILLIAM E. ANDREAE who acknowledged before me, that he constructed the foregoing instrument and swears to its validity.

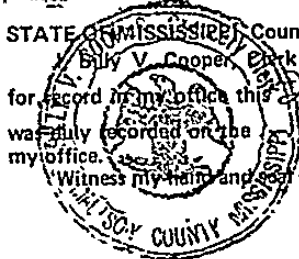
Given under my hand and official seal this 18 day of September AD 1985

*Alicia Scatter*  
Notary  
Title of Official

My commission expires 4-19-86 in and for Harris County, Texas.

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of Sept, 1985, at 9:00 o'clock A. M., and was duly recorded on the 208 day of SEP 20 1985, 19....., Book No 208 on Page 474 in my office.



Witness my hand and seal of office, this the ..... of ..... SEP. 20 1985 ..... 19.....

BILLY V. COOPER, Clerk

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

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, GUS A. PRIMOS, Attorney in Fact for Robert C. Travis, Grady L. McCool, Jr. and W. F. Dearman, Jr., by virtue of that certain Power of Attorney on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 201, at Page 261, and GUS A. PRIMOS, individually, do hereby sell, convey and warrant unto GANT HOMES, INC.-----

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

Lot 30, SANDALWOOD SUBDIVISION, Part Five, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, in Cabinet B, Slide 74, reference to which is hereby made in aid of and as a part of this description.

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

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

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

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

WITNESS OUR SIGNATURES this the 17th day of September, 1985.

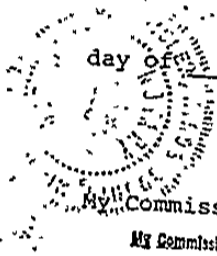
ROBERT C. TRAVIS, GRADY McCOOL, JR.,  
W. F. DEARMAN, JR.

BY: Gus A. Primos  
GUS A. PRIMOS, Their  
Attorney in Fact  
Gus A. Primos  
GUS A. PRIMOS

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 17th  
day of September, 1985.



*Martha C. Clark*  
NOTARY PUBLIC

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

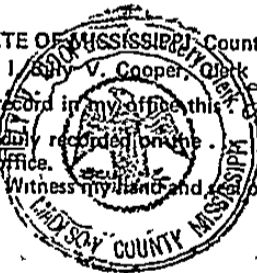
GRANTORS:  
ROBERT C. TRAVIS, GRADY McCOOL, JR.,  
W. F. DEARMAN, JR., and GUS A. PRIMOS  
Post Office Box 651  
Jackson, Mississippi 39205

GRANTEE(S):  
Mr. Joe Gant  
Gant Homes, Inc.  
Post Office Box 508  
Ridgeland, Mississippi 39158

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 20 day of Sept, 1985, at 9:00 o'clock A. M., and  
was duly recorded on the 20 day of SEP 20 1985, 1985, Book No. 208 on Page 475 in  
my office.

Witness my hand and seal of office, this the 20 day of SEP 20 1985, 1985.



BILLY V. COOPER, Clerk

By B. W. Wright, D.C.

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten (\$10.00)

Dollars, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, GUS A. PRIMOS, Attorney in Fact for Robert C. Travis, Grady L. McCool, Jr. and W. F. Dearman, Jr., by virtue of that certain Power of Attorney on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, in Book 201, at Page 261, and GUS A. PRIMOS, individually, do hereby sell, convey and warrant unto HARKINS DEVELOPMENT, INC.

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

Lot 21, SANDALWOOD SUBDIVISION, Part Four, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, in Cabinet B, Slide 46, reference to which is hereby made in aid of and as a part of this description.

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

This conveyance is further subject to those certain restrictive covenants recorded in Book 503, at Page 539, of the records of said county.

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

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

WITNESS OUR SIGNATURES this the 11th day of September, 1985.

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

BY: Gus A. Primos  
GUS A. PRIMOS  
Gus A. Primos  
GUS A. PRIMOS

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

BOOK 208 PAGE 478

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 11th  
day of September, 1985.



*Monica B. Smith*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Nov. 25, 1988

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

GRANTEE(S):  
Mr. James Harkins .  
Harkins Development, Inc.  
5760 I-55 North  
Jackson, Mississippi 39211

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 20 day of Sept, 1985, at 9:00 o'clock A. M. and  
was duly recorded on the 20 day of SEP, 1985. Book No. 208 on Page 477 in  
my office. SEP 20 1985

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



BILLY V. COOPER, Clerk

By D. Wright, D.C.



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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00),  
cash in hand paid, and other good and valuable considerations, the receipt  
and sufficiency of all of which is hereby acknowledged, the undersigned,  
HARKINS BUILDING SUPPLY, INC., a Mississippi corporation, acting by and through  
its duly authorized officer, does hereby sell, convey and warrant unto  
MIKE HARKINS BUILDER, INC., a Mississippi corporation

\_\_\_\_\_, the following described land and property lying and  
being situated in the County of Madison, State of Mississippi, to-wit:

Lot 19 , BROOKFIELD, PART II, a subdivision according  
to a map or plat thereof on file and of record in the office  
of the Chancery Clerk of Madison County at Canton, Mississippi  
in Plat Slide B-67 thereof, reference to which is here made  
in aid of and as a part of this description.

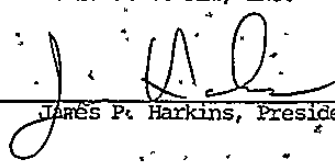
THIS CONVEYANCE is made subject to any and all applicable  
building restrictions, restrictive covenants, rights-of-way, easements and  
mineral reservations of record.

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

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

HARKINS BUILDING SUPPLY, INC.

BY:

  
James P. Harkins, President

STATE OF MISSISSIPPI

COUNTY OF HINDS

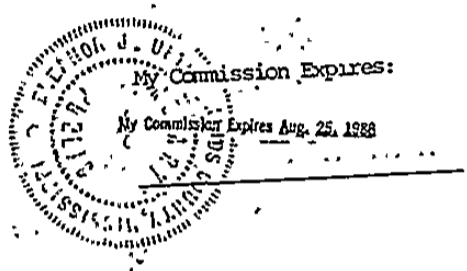
Personally appeared before me, the undersigned authority  
in and for the aforesaid jurisdiction, the within named James P. Harkins,  
who acknowledged to me that he is the President of Harkins Building Supply,

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

BOOK 208 PAGE 480

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

*E. Lewis J. Light*  
NOTARY PUBLIC



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of Sept, 1985, at 9:26 o'clock A.M., and was duly recorded on the 20 day of SEP 20 1985, 1985, Book No 208 on Page 479 in my office. Witness my hand and seal of office, this the 20 day of SEP 20 1985, 1985.



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

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BOOK 208 PAGE 481

7630

SPECIAL 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 of all of which is hereby acknowledged, TRUSTMARK NATIONAL BANK, (formerly CANTON EXCHANGE BANK, Branch of FIRST NATIONAL BANK OF JACKSON) Jackson, Mississippi, a national banking association, by and through its duly authorized officer does hereby sell, convey and warrant, specially unto, KNOX E. FAULKNER and wife, BETTY B. FAULKNER, as joint tenants with full right of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

The following described real property lying and being situated in the City of Canton, Madison County, Mississippi, and being more particularly described as follows:

Lot or parcel of land fronting 200 feet on the north side of Martha Gene Drive and being all of Lots 11 and 12, Block "C", Twin Oaks Sub-division, Part 2, Canton, Mississippi.

Taxes for the year 1985 are to be prorated between Grantor and Grantee.

This conveyance is made subject to: (1) prior reservation of all oil, gas and minerals; (2) protective covenants recorded in Book 72 at Page 170 and amended in Book 304 at Page 75 and Book 506 at Page 658 in the records in the office of the Chancery Clerk of Madison County, Mississippi; (3) restrictive covenants set forth in Book 129 at Page 822 in the records in the office of the Chancery Clerk of Madison County, Mississippi; (4) an easement to American Telephone and Telegraph dated May 7, 1946, and recorded in Book 39 at Page 94 in the records in the office of the Chancery Clerk of Madison County, Mississippi; and (5) a South Central Bell Underground Cable and a power pole, guy wire and line to adjoining property as shown on survey dated August 28, 1985, by Tyner & Associates Engineering.

WITNESS MY SIGNATURE, this the 20 day of Sept, 1985.

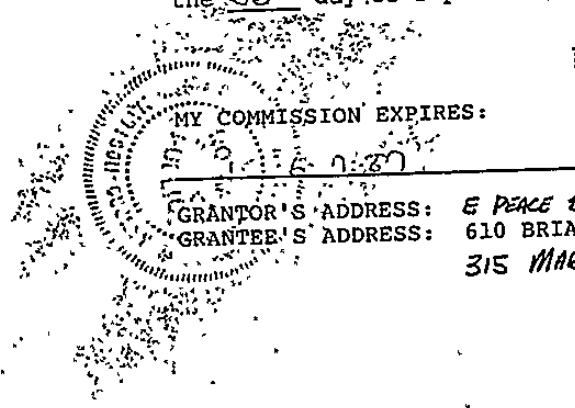
TRUSTMARK NATIONAL BANK, Canton  
Branch  
(formerly Canton Exchange Bank, Branch  
of First National Bank of Jackson)

BY James M. Crawford V.P.

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, James M. Chandler Vice-President of TRUSTMARK NATIONAL BANK, Canton, Mississippi, a national banking association, who acknowledged that for and on behalf of said Bank, he signed and delivered the above and foregoing Special Warranty Deed on the day and year therein written, as the act and deed of said Bank, being thereunto first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF Office, this the 20 day of September, 1985.

W. C. [Signature]  
NOTARY PUBLIC

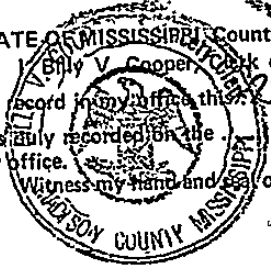


MY COMMISSION EXPIRES:

GRANTOR'S ADDRESS: E PEARCE ST. CANTON, MS 39046  
GRANTEE'S ADDRESS: 610 BRIARWOOD DRIVE, MERIDIAN, MISSISSIPPI  
315 MARTHA GENE DR. CANTON, MS 39046

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of September, 1985, at 10:10 o'clock A. M., and was duly recorded on the SEP. 20. 1985 day of SEP. 20. 1985, 19....., Book No 208 on Page 481 in my office.



Witness my hand and seal of office, this the ..... of SEP. 20. 1985....., 19.....

BILLY V. COOPER, Clerk

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

BOOK 208 PAGE 483

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

No 7547633 INDEXED, Redeemed Under H.B. 547 Approved April 2, 1932

I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from United Companies Financial Corp the sum of one hundred twenty-four dollars + thirteen cents (\$124.91) being the amount necessary to redeem the following described land in said County and State, to-wit:

Table with columns: DESCRIPTION OF LAND, SEC, TWP, RANGE, ACRES. Row 1: Eater Addition 4, 08, 08, 10, DB 183-169

Which said land assessed to Robert Townsend and sold on the 26 day of Aug 1985 to Bradley Wilkinson for taxes thereon for the year 1984, 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 20 day of Sept 1985 Billy V. Cooper, Chancery Clerk. (SEAL) By D. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$101.48
(2) Interest \$5.07
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$2.03
(4) Tax Collector Advertising ---Selling each separate described subdivision as set out on assessment roll. \$1.25
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$3.00
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision, Total 25cents each subdivision \$2.25
(7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$1.00
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$114.08
(9) 5% Damages on TAXES ONLY. (See Item 1) \$5.07
(10) 1% Damages per month or fraction on 1984 taxes and costs (Item 8 ---Taxes and costs only 1 Months \$1.14
(11) Fee for recording redemption 25cents each subdivision \$
(12) Fee for indexing redemption 15cents for each separate subdivision \$
(13) Fee for executing release on redemption \$
(14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457) \$
(15) Fee for issuing Notice to Owner, each \$2.00 \$
(16) Fee Notice to Lienors @ \$2.50 each \$
(17) Fee for mailing Notice to Owner \$1.00 \$
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
TOTAL \$121.69
(19) 1% on Total for Clerk to Redeem \$1.22
(20) GRAND TOTAL TO REDEEM from sale covering 1984 taxes and to pay accrued taxes as shown above \$122.91 RR 2.00 124.91
Excess bid at tax sale \$

Bradley Wilkinson 120.29
Clerk fee 2.62
Rec. Reb. 2.00
124.91

White - Your Invoice
Pink - Return with your remittance
Canary - Office Copy

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of Sept 1985, at 10:30 clock A.M., and was duly recorded in the SEP 20 1985 day of SEP 20 1985, 1985, Book No 208 on Page 483 in my office.

Witness my hand and seal of office, this the 20 day of SEP 20 1985, 1985.



BILLY V. COOPER, Clerk

By D. Wright D.C.

BOOK 208 PAGE 484

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

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7655

No 7547

Recorded Under H.B. 567  
Approved April 2, 1932

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

Kenneth Bunkle

the sum of fifty seven and 15/100 DOLLARS (\$ 57.15)  
being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC.	TWP	RANGE	ACRES
<u>Refeland 7+8</u>	<u>46</u>	<u>30</u>	<u>7</u>	<u>25</u>
<u>D.B. 144-662</u>				
<u>109-122</u>				

Which said land assessed to Patricia Ann Speaks Bunkle and sold on the  
26 day of August 1984 to W. Jonathan Wellman for  
taxes thereon for the year 1984 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 20 day of  
Sept 1985 Billy V. Cooper, Chancery Clerk.

(SEAL)

By N. Wright D.C.

STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 42.13
- (2) Interest \$ 2.11
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ .84
- (4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll.  
\$1.00 plus 25cents for each separate described subdivision \$ 1.25
- (5) Printer's Fee for Advertising each separate subdivision \$1.00 each \$ 3.00
- (6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision \$ .25
- (7) Tax Collector--For each conveyance of lands sold to individuals \$1.00 \$ 1.00
- (8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR \$ 50.58
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 2.11
- (10) 1% Damages per month or fraction on 1984 taxes and costs (Item 8 --Taxes and costs only) 1 Months \$ .51
- (11) Fee for recording redemption 25cents each subdivision \$ .25
- (12) Fee for indexing redemption 15cents for each separate subdivision \$ .15
- (13) Fee for executing release on redemption \$ 1.00
- (14) Fee for Publication (Sec. 27-43 3 as amended by Chapter 375, House Bill No. 457.) \$
- (15) Fee for Issuing Notice to Owner, each \$2.00 \$
- (16) Fee Notice to Lienors @ \$2.50 each \$
- (17) Fee for mailing Notice to Owner \$1.00 \$
- (18) Sheriff's fee for executing Notice on Owner if Resident \$4.00 \$
- TOTAL \$ 54.60
- (19) 1% on Total for Clerk to Redeem \$ .55
- (20) GRAND TOTAL TO REDEEM from sale covering 1984 taxes and to pay accrued taxes as shown above \$ 55.15

Excess bid at tax sale \$ 1

W. Jonathan Wellman 53.20  
clerk 1.95  
R.F. 2.00  
57.15

Write - Your Invoice  
Pink - Return with your remittance  
Canary - Office Copy

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 20 day of Sept, 1985, at 9:00 o'clock A. M., and  
was duly recorded on the 20 day of SEP, 1985, Book No. 208 on Page 484 in  
my office.  
Witness my hand and seal of office, this the 20 day of SEP, 1985.

BILLY V. COOPER, Clerk

By N. Wright, D.C.

DELINQUENT TAX SALE STATE OF MISSISSIPPI, COUNTY OF MADISON

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

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

Kenneth Burke

the sum of twenty two and 35/100 DOLLARS (\$22.35) being the amount necessary to redeem the following described land in said County and State, to-wit:

DESCRIPTION OF LAND	SEC	TWP	RANGE	ACRES
<u>Ridgeland 6 46</u>	<u>30</u>	<u>7</u>	<u>2E</u>	
<u>1073 137-226</u>				
<u>11144-662</u>				

Which said land assessed to Catrina Ann Burke and sold on the 26 day of August 1985 to W. Jonathan Willman for taxes thereon for the year 1984, 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 20 day of Sept 1985 Billy V. Cooper, Chancery Clerk.  
(SEAL) By W. Wright D.C.

STATEMENT OF TAXES AND CHARGES

(1) State and County Tax Sold for (Exclusive of damages, penalties, fees)	\$ <u>11.68</u>
(2) Interest	\$ <u>58</u>
(3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932)	\$ <u>23</u>
(4) Tax Collector Advertising --Selling each separate described subdivision as set out on assessment roll. \$1.00 plus 25cents for each separate described subdivision	\$ <u>1.25</u>
(5) Printer's Fee for Advertising each separate subdivision \$1.00 each	\$ <u>3.00</u>
(6) Clerk's Fee for recording 10cents and indexing 15cents each subdivision. Total 25cents each subdivision	\$ <u>25</u>
(7) Tax Collector---For each conveyance of lands sold to individuals \$1.00	\$ <u>1.00</u>
(8) TOTAL TAXES AND COSTS AFTER SALE BY TAX COLLECTOR	\$ <u>17.99</u>
(9) 5% Damages on TAXES ONLY. (See Item 1)	\$ <u>58</u>
(10) 1% Damages per month or fraction on <u>84</u> taxes and costs (Item 8 ---Taxes and costs only) <u>1</u> Months	\$ <u>18</u>
(11) Fee for recording redemption 25cents each subdivision	\$ <u>25</u>
(12) Fee for indexing redemption 15cents for each separate subdivision	\$ <u>15</u>
(13) Fee for executing release on redemption	\$ <u>1.00</u>
(14) Fee for Publication (Sec. 27-43-3 as amended by Chapter 375, House Bill No 457)	\$
(15) Fee for Issuing Notice to Owner, each \$2.00	\$
(16) Fee Notice to Lienors @ \$2.50 each	\$
(17) Fee for mailing Notice to Owner \$1.00	\$
(18) Sheriff's fee for executing Notice on Owner if Resident \$4.00	\$
TOTAL	\$ <u>20.15</u>
(19) 1% on Total for Clerk to Redeem	\$ <u>20</u>
(20) GRAND TOTAL TO REDEEM from sale covering 19 <u>84</u> taxes and to pay accrued taxes as shown above	\$ <u>20.35</u>
Excess bid at tax sale \$ <u>22.35</u>	
<u>W. Jonathan Willman</u> <u>18.75</u>	
<u>clerk</u> <u>1.60</u>	
<u>R.F.</u> <u>2.00</u>	
	<u>22.35</u>

White - Your Invoice  
Pink - Return with your remittance

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for records in my office this 20 day of Sept, 1985, at 9:00 clock A. M., and was duly recorded on the 20 day of SEP 27 1985, 1985, Book No 208 on Page 485 in my office.  
Witness my hand and seal of office, this the 20 day of SEP 27 1985, 1985.



BILLY V. COOPER, Clerk

By W. Wright, D.C.

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WARRANTY DEED

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

A lot or parcel of land fronting 93 feet on the east side of Hargon Street in the City of Canton, Madison County, Mississippi, and more particularly described as follows:

Beginning at an iron stake on the east line of Hargon Street which is 40 feet east of and 225 feet north of the southeast corner of Lot 3 of Broome's Subdivision as shown on the plat of record in Plat Book 3 at page 10 of the records in the office of the Chancery Clerk of Madison County, Mississippi, said point also being the NW corner of the William W. Thompson lot as recorded in Deed Book 103 at page 136 and from said point of beginning run South 88°30' East along the north line of the William W. Thompson lot for 150 feet to the NE corner of said lot; thence north parallel to Hargon Street for 91.5 feet to the SE corner of the Jimmy M. Dorsey lot as recorded in Deed Book 94 at page 79; thence westerly along the south line of the Jimmy M. Dorsey lot for 150 feet to the SW corner of the Jimmy M. Dorsey lot; thence south along the east line of Hargon Street for 93 feet to the point of beginning.

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

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

WITNESS MY SIGNATURE on this the 20<sup>th</sup> day of SEPTEMBER 1985.

[Signature]  
JOHN B. DIXON, JR.



STATE OF MISSISSIPPI

COUNTY OF MADISON *Hinds*

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

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 20<sup>th</sup> day of ~~SEPT~~ SEPT, 1985.

*Edward Ellington*  
NOTARY PUBLIC

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

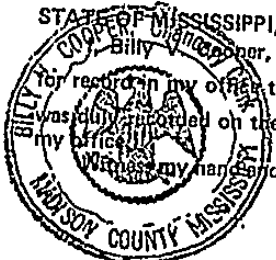
Grantor:

Grantee:  
P. O. Box 284  
Canton, MS 39046

DLC



STATE OF MISSISSIPPI, County of Madison:  
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of September, 1985, at 2:15 o'clock P. M., and was duly recorded on the SEP 27 1985 day of SEP 27 1985, 19....., Book No. 208 on Page 486 in my office. Witness my hand and seal of office, this the ..... of SEP 27 1985....., 19.....  
BILLY V. COOPER, Clerk  
By B. Wright....., D.C.



ARTICLES OF PARTNERSHIP OF

CENTRE' PARK

A Mississippi General Partnership

7702

INDEXED

THIS AGREEMENT, made and entered into on this 17<sup>th</sup> day of June, 1983, by and between LOUIS B. GIDEON, an individual resident of Jackson, Hinds County, Mississippi; RICHARD WAYNE PARKER, an individual resident of Jackson, Hinds County, Mississippi; JAMES B. LAMBERT, an individual resident of Heber Springs, Arkansas 72543; JOHN C. TRACY, an individual resident of Jackson, Hinds County, Mississippi; and JOHN T. MITCH, an individual resident of Jackson, Hinds County, Mississippi, (hereinafter referred to as the "Partners" for the purpose of forming a partnership pursuant to the provisions of the Mississippi Uniform Partnership Act and under the terms and provisions of the Mississippi Uniform Partnership Act and under the terms and provisions hereinafter set forth).

I.

NAME AND LOCATION OF BUSINESS

1.01 The name of the partnership formed hereby shall be CENTRE' PARK, a Mississippi General Partnership (hereinafter referred to as the "Partnership"). The principal office of the Partnership shall be Jackson, Hinds County, Mississippi, or at such other place in the State of Mississippi as the Partners may from time to time determine. The mailing address of the Partnership shall be c/o Richard Wayne Parter, 315 Tombigbee Street, Jackson, Mississippi 39201, or such other address as the Partners shall determine.

II.

2.01 This Partnership is formed for the purposes of buying and selling real property and rental property, leasing of real and personal property, owning stock, buying and selling any personal property and defining the rights of the Partners under oral partnership agreement now in existence. The Partnership shall also have the authority:

(A) To operate, maintain and improve, and to buy, own, sell, convey, assign, mortgage or lease any real estate and

any personal property necessary to the operation or leasing of rental property.

(B) Borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business and to secure the same be mortgage, pledge or lien; and

(C) Enter into any kind of activity, and to perform and carry out contracts of any kind necessary for, or in connection with, or incidental to the accomplishment of the purposes of the Partnership.

### III.

#### NAMES AND ADDRESSES OF PARTNERS

- 3.01
1. Louis B. Gideon  
6 Oakleigh Place  
Jackson, Mississippi 39211
  2. Richard Wayne Parker  
315 Tombigbee Street  
Jackson, Mississippi 39201
  3. James B. Lambert  
Rt. 2, Box 480E  
Heber Springs, Arkansas 72543
  4. John C. Tracy  
2630 Ridgewood Road  
P. O. Box 12105  
Colonial Mart  
Jackson, Mississippi
  5. John T. Mitch  
P. O. Box 3687  
Jackson, Mississippi 39207

### IV.

#### CAPITAL CONTRIBUTIONS

##### 4.01

(A) Property. The Partners shall contribute to the Partnership the real property presently located at (See Exhibit "A" Attached hereto and made a part hereof by reference and signed for identification), and used in the business operations of their oral partnership and other property as they see fit. Herein this parcel is referred to as the "Purchased Property".

(B) Capital Calls. The Managing Partners shall have the right to call upon the Partners from time to time for additional cash contributions to capital and for operating expenses based upon an annual operating budget prepared by the Managing Partners and approved by a majority of the Partners. Each call shall be

made in writing and it shall be incumbent upon and the obligation of each Partner to advance his ratable part of the cash contribution (whether capital or operating, or both) to the Partnership within ten (10) days following the date of the call.

(C) It shall be the obligation of each Partner to make the cash contributions to the capital of the Partnership pursuant to Paragraphs B and C of this Article; and in the event that any such contribution is not made, either by the Partner or, if the contribution is represented by letter of credit, by the bank, then the Partnership, acting through the Managing Partners, shall have the right to enforce the obligation against the Partner and to collect the same at the cost and expense of the defaulting Partner, including a reasonable attorney's fee, together with interest thereon at the rate of ten percent (10%) per annum from and after the date the contribution was due.

(D) Additional Capital Contributions. The Partners shall not be obligated to contribute any additional property or cash to the capital of the Partnership (except pursuant to Paragraph B above).

(E) No Partner may be called upon for more than \$5,000.00 for each 01.00% interest owned by him.

(F) In the event a Partner elects not to make an additional contribution to capital, the remaining Partners may elect to purchase the interest of the defaulting Partner as provided for under Paragraph 14.03 infra, or in lieu thereof, the defaulting Partner's interest shall be diluted or reduced pro-rata.

(G) Interest on Capital. Neither the cash contributions nor the value of any property contributions shall draw interest.

4.02 No Partner shall be entitled to withdraw any portion of his capital contribution to the Partnership except upon the dissolution of the Partnership, as hereinafter provided, or upon the written consent of the other Partners.

4.03 The Partnership shall maintain a separate capital account for each Partner's original and subsequent contributions to the capital of the Partnership plus each Partner's share of the net income of the Partnership, as hereinafter provided, and less each Partner's share of the net losses of the Partnership, as hereinafter provided, and less the fair market value of property distributions from the Partnership to each Partner. In addition, the Partnership shall maintain for each Partner a separate account entitled "Tax Basis of Partnership Interest" which account shall be determined under the provisions of the Sub-Chapter K of the Internal Revenue Code of 1954, as amended.

V.

5.01 Distributions to the Partners shall be made by the Partnership in cash or in kind.

5.02 The distributive share of the Partnership's net income, gains, and profits and allowances resulting from operations, as computed for federal income tax purposes, shall be credited or charged to the Partners in the following ratios:

Partnership Net Income

<u>Partner</u>	<u>Ratio</u>
Louis B. Gideon	25%
Richard Wayne Parker	50%
James B. Lambert	10%
John C. Tracy	10%
John T. Mitch	05%

5.03 The distributive share of the Partnership's credits and net losses resulting from operations, as computed for federal income tax purposes, shall be credited or charged to the Partners in the following ratios:

Partnership Net Losses

<u>Partner</u>	<u>Ratio</u>
Louis B. Gideon	25%
Richard Wayne Parker	50%
James B. Lambert	10%
John C. Tracy	10%
John T. Mitch	05%

5.04 Upon the sale or other taxable disposition of any asset of the Partnership, any investment credit recapture and depreciation recapture shall be charged to the Partners in the same ratios said Partnership Net Income was allocated to the Partners.

5.05 All distributions shall be made annually, after the close of the Partnership's fiscal year, or at such other more frequent intervals as the Partners, in their sole discretions, may determine.

5.06 No Partner shall receive remuneration for conducting the business of the Partnership other than his interest in the Partnership's income provided above; however, a surviving Partner shall be entitled to reasonable compensation for his services in liquidating and terminating the Partnership upon the death of one of the Partners, and a commission in any sale or lease of partnership property may be collected by either Richard Wayne Parker or Louis B. Gideon as a real estate agent.

5.07 The Partnership shall establish and maintain such drawing, reserve and expense accounts as may be agreed by sixty (60%) per cent of the Partners in interest.

VI.

MANAGEMENT AND OPERATION OF PARTNERSHIP

6.01 All decisions of the Partners with respect to the sale or other disposition or use of Purchased Property shall be made only by a decision of the majority of interest of the Partners who are the owners of Purchased Property. Each owner shall have a vote in proportion to his undivided interest in any decision concerning the Purchased Property. Wayne Parker Realty Co. shall handle the day to day affairs of management together with the ministerial functions of leases, bookkeeping, maintenance, etc.

6.02

(A) Managing Partners. Louis B. Gideon and Richard Wayne Parker shall be the Managing Partners of the Partnership. They may be replaced, for or without cause, and a successor Managing Partner appointed on the vote of at least fifty-one (51%) per cent of the Partners in interest (not number).

(B) Duties and Rights of Managing Partner. Subject to the limitations hereinafter expressed, the Managing Partners

shall have complete managerial control over the business affairs of the Partnership. Without limiting the generality of the foregoing, they are authorized and empowered to execute and sign for and on behalf of the Partnership promissory notes, security agreements and financing statements, checks, drafts and other obligations, any and all documents, deeds, conveyances, papers, contracts, bills of sale, leases, assignments, and agreements and to purchase or otherwise acquire and sell or otherwise dispose of personal property and to expend such money as they, in their discretion, shall deem necessary in order to carry on the business of the Partnership, except as any of such actions necessitate prior approval of the other Partners, or any of them, as hereinafter provided.

(C) Limitations on the Rights and Duties of Managing Partners.

1. Any sale, lease or other disposition of the Purchased Property, or any substantial part thereof or interest therein (exclusive of the concession lease or similar license), or any agreement pertaining thereto, shall require the prior approval of at least sixty (60%) per cent in interest (not number) of the Partners.

2. The Managing Partners shall have the authority to execute or otherwise bind the Partnership to any promissory notes, contracts or leases of two (2) years or less in duration (including all options to renew or extend) and involving an expenditure or obligation of not more than \$10,000.00.

3. The Managing Partners shall also have the authority to execute or otherwise bind the Partnership to any promissory notes, contracts or leases having a duration of more than two (2) years but less than five (5) years (including all options to renew or extend), or involving an expenditure of more than \$10,000.00 but less than \$25,000.00. All Partners not signatory to the contract or lease shall be notified in writing by the Managing Partners promptly following the execution of any such document.

4. The Managing Partners shall not have the authority to execute or otherwise bind the Partnership to any

promissory notes, contracts or leases having a duration of more than five (5) years (including all options to renew or extend), or involving an expenditure of \$25,000.00 or more, unless a sixty (60%) per cent interest (not numbers) of the Partners join therein or otherwise express their approval in writing.

5. Notwithstanding the foregoing, any obligations incurred or expenditures made for the Partnership pursuant to the annual operating budget shall be deemed to have the written approval of all Partners and the Managing Partners may act for the Partnership in respect thereto without the joinder or further consent of any other Partners.

6. Without the consent of sixty (60%) per cent of the partners' interest, the Managing Partners shall not make, execute or deliver any assignment for the benefit of creditors, confession of judgment, guaranty, indemnity bond or surety bond on behalf of the Partnership.

(D) Salary of Managing Partners. The Managing Partners shall not be entitled to a salary or any other remuneration for services rendered the Partnership. However, the Managing Partners shall be entitled to reimbursement by the Partnership for all reasonable expenses incurred by them or either of them while on or in furtherance of Partnership business. No other Partner shall receive any salary or other remuneration for services rendered the Partnership.

(E) Reports. The Managing Partners shall report in writing at least semi-annually to the other Partners on the business affairs of the Partnership.

6.03 No Partner, unless authorized by majority of the profits percentage of the other Partners, shall have the authority to:

- (A) Assign the Partnership property in trust for creditors or on the assignee's promise to pay the debts of the Partnership;
- (B) Dispose of the goodwill of the Partnership;
- (C) Do any act which would make it impossible to carry on the ordinary business of the Partnership;



- (D) Confess a judgment against the Partnership;
- (E) Borrow or lend money on behalf of the Partnership;
- (F) Execute any mortgage, lien, bond, or lease;
- (G) Assign, transfer, or pledge any debts to the Partnership or release any debts due to the Partnership, except upon full payment;
- (H) Compromise any claim due to the Partnership or submit to arbitration any dispute or controversy involving the Partnership; and
- (I) Sell, assign, pledge, mortgage, or otherwise dispose of his Partnership interest or any Partnership asset, including inventory.

6.04 A Partner shall be reimbursed for any and all expenditures incurred by him on behalf of the Partnership as agreed in advance by members of the Partnership.

VII.

DURATION OF PARTNERSHIP

7.01 The Partnership began in June, 1983, and this agreement is effective the 17<sup>th</sup> day of June, 1983, and shall continue for forty (40) years unless terminated as provided for in Article XI hereof.

VIII.

FISCAL YEAR

8.01 The fiscal year of the Partnership shall be the calendar year.

IX.

BOOKS OF ACCOUNT

9.01 The Partners, at the principal office of the Partnership, shall keep true and correct books of account fairly reflecting the financial condition of the Partnership and the operating results of the Partnership and its business. The books and records shall be kept in accordance with the method of accounting determined by the independent Certified Public Accountants employed by the Partnership, applied in a consistent manner. The Partners shall also retain all invoices, statements, vouchers, correspondence and other documents pertaining to the

Partnership business. The said books and records shall, at all reasonable times, be open for the inspection and investigation of each Partner.

9.02 Within sixty (60) days after the close of each fiscal year the Partners shall have the Partnership's accountants prepare and furnish to each Partner an audited report of the Partnership operations. Such report shall consist of a balance sheet, a statement of profit and loss, a statement of the capital account and "Tax Basis of Partnership Interest" account of each Partner, and the amount reportable for income tax purposes by each Partner. Unless written objection is made within forty-five (45) days after the mailing of such statement, the Partners shall be deemed to have agreed to and accepted the said financial report. The Partners may, by unanimous consent, waive the audited report in favor of an unaudited report.

X.

FUNDS OF PARTNERSHIP

10.01 The funds of the Partnership shall be deposited in such account or accounts as shall be designated by the Partners. Withdrawals therefrom shall be made upon such signature or signatures as the Partners may designate.

XI.

DISSOLUTION, TERMINATION AND LIQUIDATION OF PARTNERSHIP

11.01 The Partnership shall be dissolved upon the occurrence of any of the following events:

- (A) By any event which makes it unlawful for the business of the Partnership to be carried on or for the members to carry it on as a partnership under the Laws of the State of Mississippi;
- (B) By the bankruptcy of the Partnership or any Partner;
- (C) By a decree of any competent court for cause shown;
- (D) By the sale of substantially all of the Partnership's property.

XII.

DISTRIBUTION OF ASSETS UPON TERMINATION

12.0 Upon the termination and dissolution of the Partnership, all, or such portion of the assets of the Partnership as the Partners deem advisable shall be sold by the Partners as liquidation trustees, and the proceeds of such sale shall be applied to the following purposes, in the order stated:

(A) Payment and discharge of all Partnership debts and liabilities in the order of priority as provided by law, to persons other than partners.

(B) To the Partners in a ratio of their profits interests. (Paragraph V. 5.02, supra)

12.02 In the event the Partners shall deem such advisable, Partnership assets may be distributed in kind, with each Partner to take such undivided interest in assets and/or subject to liabilities, in satisfaction of his interest in the Partnership. Any assets distributed in kind shall be distributed at fair market value as determined by one or more competent appraisers selected by the Partners.

12.03 Should any Partner have debit balance in his capital account, whether by reason of losses in liquidating Partnership assets or otherwise, the debit balance shall represent an obligation from said Partner to the other Partners which shall be paid in cash within thirty (30) days after written demand by said Partner. For the purposes of this Section 12.03, a capital account of a Partner shall be determined on a cash basis and non-cash items of income and deduction will not be considered or taken into account.

XIII.

VOLUNTARY DISSOLUTION

13.01 On any voluntary dissolution of the Partnership, the Partners shall immediately commence to terminate the business operations of the Partnership. The Partners shall continue to share profits and losses during the liquidation of the Partnership.

## XIV.

TRANSFER OF A PARTNER'S INTEREST DURING LIFE

14.01 If any Partner (referred to as the "Selling Partner") desires to sell, assign or otherwise transfer all or any part of said selling Partner's partnership interest to any persons or to any firm, corporation or other entity, such selling Partner shall give the Partnership at least sixty (60) days written notice of said selling Partner's intention to sell, assign or otherwise transfer all or any part of selling Partner's partnership interest. Such written notice shall include an offer to sell all of the selling Partner's partnership interest to the Partnership at the purchase price offered to the selling Partner or upon the terms and conditions specified in Paragraph 14.03.

14.02 Within thirty (30) days after receipt of the notice required to be given under Paragraph 14.01, the Partnership shall have the option to elect to liquidate all of the selling Partner's partnership interest under S736 of the Internal Revenue Code of 1954, as amended, at a price calculated under Paragraph 14.03 or at the price offered the selling Partner. The Partnership shall indicate its election to liquidate the selling Partner's partnership interest by a written notice to the selling Partner signed by the other Partners within the thirty (30) day notice period. The closing shall occur within thirty (30) days after the Partnership exercises its option to liquidate the selling Partner's partnership interest.

14.03 The purchase price to be paid for a selling Partner's partnership interest shall be equal to an amount which bears the same ratio as the selling Partner's profits interests in the Partnership bears to the value of the Partnership's assets as determined herein. Should the capital account of the selling Partner have a debit balance other than as described in Paragraph 12.03, the amount of said debit balance shall represent an obligation from said selling Partner to the other Partners which shall be paid in cash at the closing. The value of the Partnership's assets shall be determined as follows:

(A) All Partnership real estate shall be valued at the appraised value as determined by an MAI appraiser selected jointly by the Partners and the selling Partner or his legal representative.

(B) All other Partnership assets shall be valued at the appraised value as determined by an MAI appraiser selected by the Partners; and

(C) The value of the Partnership's assets as determined under Paragraphs A and B shall be reduced by the amount of all Partnership debts and liabilities, including contingent liabilities.

If said valuation discloses that the liabilities, including contingent liabilities, of the Partnership exceeds the fair market value of the assets of the Partnership, as determined by the said appraisers, then the amount of the excess liabilities shall represent an obligation from the selling Partner to the other Partners which shall be paid in cash at the closing.

All of the above notwithstanding, the Partners may agree to a fair market value in writing and void these provisions. Such agreement shall be unanimous to be effective.

14.04 The purchase price shall be paid in three (3) equal annual installments of principal with the first installment being due and payable at the closing of the sale and the remaining two (2) installments being due on the two (2) immediately successive anniversary dates of the closing, one installment being due and payable on each anniversary date. Interest on the unpaid balance shall accrue at the rate of ten per cent (10%) per year and shall be due and payable on the dates payments of principal are due. At the closing the Partnership shall execute and give to the selling Partner its promissory note for the unpaid balance of the purchase price. At any time subsequent to the year of sale the Partnership shall have the right to prepay all or any portion of the unpaid balance of the purchase price plus accrued interest without penalty and without notice to any person or entity. Payments and rate of interest, however, can be made in any manner unanimously agreed to by Partners.

14.05 All notices, elections, purchases and commitments to purchase required under this Article shall be made by the Partnership or Partner required to make such notice, election, purchase or commitment to purchase by written notice within the time period provided by the applicable paragraph.

14.06 If, at the expiration of the notice period required by Paragraph 14.01, a written offer to the selling Partner offering to purchase the selling Partner's partnership interest has not been made by the Partnership, said selling Partner may make a bona fide sale, assignment or transfer of the partnership interest. However, if the selling Partner shall fail to make such a sale, assignment or transfer, within thirty (30) days following the expiration of the notice period required by Paragraph 14.01 said selling Partner's unpurchased partnership interest shall again be subject to all restrictions contained in this Article XIV.

## XV.

TRANSFER OF PARTNER'S INTEREST AT DEATH

15.01 At the death of any Partner the deceased Partner's Partnership interest must be offered for sale to the Partnership by the legal representative of the deceased Partner.

15.02 Within sixty (60) days after the qualification of the legal representative of the deceased Partner, the estate of the deceased Partner (referred to as the "selling Partner") must grant to the Partnership an option to liquidate the deceased Partner's partnership interest under S 736 of the Internal Revenue Code of 1954, as amended. Upon receipt of the option the legal representative shall be obligated to liquidate the selling Partner's partnership interest.

15.03 At any time the Partnership may apply for, own and be the beneficiary of term and/or ordinary life insurance policies insuring the lives of the Partners. Each partner hereby agrees to cooperate fully by satisfying all of the requirements of

the insurer which are necessary conditions precedent to the issuance of life insurance policies. The Partnership shall pay the premiums on all insurance policies owned by it. Upon the death of a Partner the Partnership shall collect the proceeds of all insurance policies insuring the life of said deceased Partner which are owned by the Partnership. Such proceeds shall be deposited in a separate bank account of the Partnership's choice until the sale of the selling Partner's partnership interest is closed. All interest earned on such proceeds shall be the property of the Partnership.

15.04 The purchase price to be paid for a selling Partner's partnership interest shall be determined under Paragraph 14.03 and shall be paid as hereinafter provided. However, the Partners may agree to a fair market value for the purchase of their Partnership interest under this Article XV by attaching a statement to said agreement as Exhibit "B". This value shall be binding on all parties when signed by each partner. It is the intention and agreement of the Partners that the proceeds of any insurance purchased by the Partnership will be used to purchase the deceased Partner's interest from his estate. The closing shall occur within sixty (60) days after the receipt of the option to liquidate the selling Partner's partnership interest or, if later, ten (10) days after the Partnership has collected all proceeds of insurance policies insuring the deceased Partner's life. At the closing the Partnership shall pay to the deceased Partner's legal representative the entire purchase price in cash. Any insurance proceeds in excess of the purchase price shall be the property of the Partnership.

15.05 In the event that all Partners shall die simultaneously or within a short period of time, the legal spouses of the Partners, or their heirs may continue to operate this Partnership at their election, or one spouse may sell her percent interest to any other spouses at a price to be agreed upon by the surviving spouses.

MISCELLANEOUS16.01 Notices

All notices under these Articles shall be in writing, duly signed by the party giving such notice, and transmitted by registered or certified mail addressed as follows:

If given to the Partnership, at its principal place of business, or if given to a Partner, at the Partner's address.

16.02 Meetings

Meetings of the Partners may be called by any Partner. The call shall state the nature of the business to be transacted.

16.03 Waiver of Action for partition

Each of the Partners irrevocably waives during the term of the Partnership any right that he may have to maintain any action for partition with respect to any property of the Partnership.

16.04 Amendment

These Articles may not be modified or amended except with the written consent of sixty (60%) per cent of ownership interest.

16.05 Further Action by Partners

Each Partner shall furnish to the Partnership any information reasonably required in the conduct of the Partnership business and shall execute and deliver such papers, documents and instruments, and perform such acts as are necessary or appropriate to implement the terms hereof.

16.06 Captions

Articles, title or captions contained in these articles are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of the Articles or the intent of any provisions hereof.

16.07 Non-recourse Financing

The Partnership agrees to restructure the loan to utilize non-recourse financing at its earliest opportunity.

16.08 Other Ventures

The Partners may engage in other business ventures including other real estate ventures and those of similar nature,



and the other Partners shall have no interest in such ventures or the income or profits derived therefrom.

16.09 Benefit

Except as herein otherwise provided to the contrary, these Articles shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, devisees, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Partnership on the day and year herein mentioned.

PARTNERS

Louis B. Gideon  
LOUIS B. GIDEON

Richard Wayne Parker  
RICHARD WAYNE PARKER

James B. Lambert  
JAMES B. LAMBERT

John C. Tracy  
JOHN C. TRACY

John T. Mitch  
JOHN T. MITCH

STATE OF MISSISSIPPI  
COUNTY OF HINDS

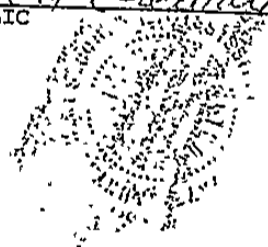
PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named LOUIS B. GIDEON, who is a partner of CENTRE' PARK, a Mississippi General Partnership, acknowledged that he signed and delivered the above and foregoing Partnership Agreement on the day and for the purposes therein stated.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 17<sup>th</sup> day of June, 1983.

Jaye Lewitt (Edwards)  
NOTARY PUBLIC

My Commission Expires:

5-21-85



STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named RICHARD WAYNE PARKER, who is a partner of CENTRE' PARK, a Mississippi General Partnership, acknowledged that he signed and delivered the above and foregoing Partnership Agreement on the day and for the purposes therein stated.

the 17<sup>th</sup> day of June, 1983. WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this

*Wayne L. Edwards*  
NOTARY PUBLIC

My Commission Expires:  
5-21-85

STATE OF Mississippi  
COUNTY OF Hinds

PERSONALLY came and appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named JAMES B. LAMBERT, who is a partner of CENTRE' PARK, a Mississippi General Partnership, acknowledged that he signed and delivered the above and foregoing Partnership Agreement on the day and for the purposes therein stated.

the 17<sup>th</sup> day of June, 1983. WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this

*Wayne L. Edwards*  
NOTARY PUBLIC

My Commission Expires:  
5-21-85

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 C. TRACY, who is a partner of CENTRE' PARK, a Mississippi General Partnership, acknowledged that he signed and delivered the above and foregoing Partnership Agreement on the day and for the purposes therein stated.

the 17<sup>th</sup> day of June, 1983. WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this

*Wayne L. Edwards*  
NOTARY PUBLIC

My Commission Expires:  
5-21-85

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 T. MITCH, who is a partner of CENTRE' PARK, a Mississippi General Partnership, acknowledged that he signed and delivered the above and foregoing Partnership Agreement on the day and for the purposes therein stated.

the 17th day of July, 1983. WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this

*Lubine J. Allen*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 10, 1988



"PARCEL A"

BOOK 208 PAGE 506

Being part of Lots 2, 3, 6 and 7, Block 34, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Beginning at the SW corner of Lot 3, Block 34 of aforesaid Highland Colony and run thence N 0° 17' 50" E, along the West boundary of Lot 3, 659.66 feet to the NW corner thereof; run thence S 89° 35' 07" E, along the North boundary of Lot 3, 327.90 feet to the NW corner of the Harkins and Harkins property; run thence S 32° 12' 49" E, along the West boundary of said Harkins and Harkins property, 1282.50 feet to the NE corner of that certain property conveyed to Ellis Properties, Inc.; run thence S 89° 53' 03" W, along the North Boundary of the Ellis Enterprises, Inc. property and the North boundary of the Wendy's H.C.H., Inc. property, 181.99 feet to the NW corner thereof; run thence S 0° 06' 57" E, along the West boundary of Wendy's H.C.H. property, 220.00 feet to the North R.O.W. line of County Line Road, as it is now (June, 1983) in use; run thence S 89° 53' 03" W, along the said North R.O.W. line of County Line Road, 186.10 feet; run thence S 1° 04' 09" W, along an offset in the aforesaid North R.O.W. line of County Line Road, 10.00 feet; run thence S 89° 55' 50" W, along the said North R.O.W. line of County Line Road, 66.47 feet to the SE corner of the Harkins Realty, Inc. property as recorded in Deed Book 182 at Page 199 of the Chancery records of Madison County, Mississippi; run thence N 1° 06' 53" E, along the East boundary of the said Harkins property, 220.00 feet to the NE corner thereof; run thence S 89° 55' 50" W, parallel with the said North R.O.W. line of County Line Road, 132.00 feet; run thence N 1° 06' 53" E, 435.30 feet; run thence N 89° 33' 26" W, 461.48 feet to the Point of Beginning.

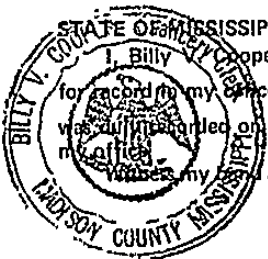
"PARCEL B"

ALSO: A parcel 132 feet East and West and 220 feet North and South, South and West of Parcel "A" supra, as included in Deed Book 188 at Page 331, reference to which is hereby made.

SIGNED FOR IDENTIFICATION:

LOUIS B. GIDEON, RICHARD WAYNE PARKER, JAMES B. LAMBERT, JOHN C. TRACY, JOHN T. MITCH

EXHIBIT "A"



STATE OF MISSISSIPPI, County of Madison: I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 20 day of September, 1985, at 2:20 o'clock P.M., and was duly recorded on the 27 day of September, 1985, Book No. 208, on Page 488. In witness my hand and seal of office, this the 27 day of September, 1985.

BILLY V. COOPER, Clerk

By [Signature] D.C.