

SECOND SUPPLEMENT TO CONSTRUCTION,  
OPERATION AND RECIPROCAL  
EASEMENT AGREEMENT

INDEXED

THIS SECOND SUPPLEMENT, made and entered into as of the 14th day of September, 1984, by and among (a) RIDGELAND ASSOCIATES, a New York limited partnership ("Developer") whose partners are (i) CF JACKSON ASSOCIATES, a New York general partnership, having its principal office c/o Cadillac Fairview Shopping Centers (U.S.) Limited, One North Broadway, White Plains, New York 10601, as general partner, and (ii) MC RAE'S, INC., a Mississippi corporation, having its principal office at 3455 Highway 80 West, P.O. Box 20080, Jackson, Mississippi 39209 ("McRae's"), as limited partner; (b) D.H. HOLMES COMPANY, LIMITED, a Louisiana corporation, having its principal office at 819 Canal Street, New Orleans, Louisiana 70112 ("D.H. Holmes"); (c) McRae's; (d) J.C. PENNEY PROPERTIES, INC. ("Penney Properties") and J.C. PENNEY COMPANY, INC. ("Penney Company"), both Delaware corporations, having their principal office at 1301 Avenue of the Americas, New York, New York 10019 (Penney Properties and Penney Company are hereinafter collectively referred to as "Penney");

W I T N E S S E T H :

WHEREAS, Developer, D.H. Holmes and McRae's have entered into a Construction, Operation and Reciprocal Easement Agreement, dated as of March 16, 1983 and recorded in Book 186 at Page 295 of the Records of the Chancery Clerk of Madison County, Mississippi, respecting the construction, development and operation of an enclosed mall shopping center in Madison County, Mississippi;

WHEREAS, Developer executed a Supplement to Construction, Operation and Reciprocal Easement Agreement, dated May 5, 1983 and recorded in Book 187 at Page 269 of the Records of the Chancery Clerk of Madison County, Mississippi;

WHEREAS, Developer, D.H. Holmes and McRae's entered into a First Amendment to Construction, Operation and Reciprocal Easement Agreement, dated as of September 26, 1983 and recorded in Book 521 at Page 324 of the Records of the Chancery Clerk of Madison County, Mississippi;

WHEREAS, Developer, D.H. Holmes, McRae's and Penney entered into a Second Amendment to Construction, Operation and Reciprocal Easement Agreement, dated as of November 28, 1983 and recorded in Book 526 at Page 145 of the Records of the Chancery Clerk of Madison County, Mississippi;

WHEREAS, Developer, D.H. Holmes, McRae's and Penney entered into a Third Amendment (the "Third Amendment") to Construction, Operation and Reciprocal Easement Agreement, dated as of September 14, 1984 and recorded in Book 200 at Page 641 of the Records of the Chancery Clerk of Madison County, Mississippi (the Construction, Operation and Reciprocal Easement Agreement, as so supplemented and amended, is hereinafter referred to as the "COREA");

WHEREAS, Exhibit C to the Third Amendment contains two

typographical errors which the parties hereto wish to correct;

NOW THEREFORE, the parties hereto agree as follows:

1. Line 41 of the second page of Exhibit C of the Third Amendment, which page is recorded in Book 200 at Page 667, is hereby amended in its entirety to read as follows:

"degrees 55 minutes 09 seconds East, 153.10 feet;  
South 00"

2. Line 8 of the fourth page of Exhibit C of the Third Amendment, which page is recorded in Book 200 at Page 669, is hereby amended in its entirety to read as follows:

"degrees 55 minutes 09 seconds East, 153.10 feet;  
run thence"

3. The Chancery Clerk of Madison County, Mississippi, is hereby instructed to note on the margin of the record where the Third Amendment is recorded, that is, on Page 641 of Book 200, and at the pages where Exhibit C has been corrected as described above, that is, Pages 667 and 669 of Book 200, that this Supplement has been filed in the Records of the Chancery Clerk of Madison County for the purpose of correcting two typographical errors in a legal description as aforesaid.

4. This Supplement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

5. This Supplement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Except as modified as aforesaid, the COREA is hereby ratified and reaffirmed and shall continue in full force and effect as therein provided.

IN WITNESS WHEREOF, this Supplement has been signed and

sealed by the duly authorized representatives of the parties hereto as of the day, month, and year first above written.

RIDGELAND ASSOCIATES

By: CF JACKSON ASSOCIATES, General Partner

By: CADILLAC FAIRVIEW SHOPPING CENTER PROPERTIES (MISSISSIPPI) INC., General Partner

Attest:  
By: William R. Bell  
Title:

By: [Signature]  
Title:  
(Corporate Seal)

Attest:  
By: [Signature]  
Title: Asst. Secy.

D. H. HOLMES COMPANY, LIMITED  
By: [Signature]  
Title: PRESIDENT  
(Corporate Seal)

Attest:  
By: [Signature]  
Title: Secretary

McRAE'S, INC.  
By: [Signature]  
Title: Chairman  
(Corporate Seal)

Attest:  
By: [Signature]  
Assistant Secretary

J. C. PENNEY COMPANY, INC.  
By: [Signature]  
Vice President  
(Corporate Seal)

Attest:  
By: [Signature]  
Assistant Secretary

J. C. PENNEY PROPERTIES, INC.  
By: [Signature]  
Vice President  
(Corporate Seal)



CFJksn2ndSupCOREA/11  
HA/dec -- 5/20/85

22050-50260 Real Estate

BOOK 209 PAGE 401

STATE OF MISSISSIPPI )  
COUNTY OF Hinds ) ss.:

I HEREBY CERTIFY that on this 25<sup>th</sup> day of June, 1985, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Richard D. McKee

, to me known to be the person described in and who executed the foregoing instrument as Chairman of MC RAE'S, INC., and ~~to~~ he acknowledged before me that ~~to~~ he executed the same as such officer in the name and on behalf of said Corporation on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Lorena H. Atkins  
Notary Public

My Commission expires on 10-1-88.



CFJksn2ndSupCOREA/11  
HA/dec -- 5/20/85

22050-50260 Real Estate

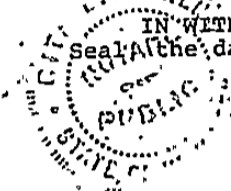
BOOK 209 PAGE 402

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

I HEREBY CERTIFY that on this 25<sup>th</sup> day of JULY, 1985, before me, an officer, duly authorized in the State and County aforesaid to take acknowledgements, personally appeared A. H. Amon, Jr.

, to me known to be the person described in and who executed the foregoing instrument as Vice President of J. C. PENNEY COMPANY, INC., and he acknowledged before me that he executed the same as such officer in the name and on behalf of said Corporation on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Rita Birzkalns  
Notary Public

My Commission expires on \_\_\_\_\_  
RITA BIRZKALNS  
NOTARY PUBLIC, State of New York  
No. 41-4743592  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires 12/31/87

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

I HEREBY CERTIFY that on this 25<sup>th</sup> day of JULY, 1985, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared A. H. Amon, Jr.

, to me known to be the person described in and who executed the foregoing instrument as Vice President of J. C. PENNEY PROPERTIES, INC., and he acknowledged before me that he executed the same as such officer in the name and on behalf of said Corporation on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Rita Birzkalns  
Notary Public

My Commission expires on \_\_\_\_\_

RITA BIRZKALNS  
NOTARY PUBLIC, State of New York  
No. 41-4743592  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires 12/31/87



THE FIRST NATIONAL BANK OF CHICAGO, as beneficiary of that certain Land Deed of Trust, dated October 21, 1983, by Ridgeland Associates, as Grantor, to Steven W. Ingram, as Trustee, which Land Deed of Trust was recorded in Book 521 at Page 629 of the Records of Madison County, Mississippi, hereby consents to the making of, and agrees that the lien and priority of the Land Deed of Trust shall be subject and subordinate to, this Supplement.

Attest:

THE FIRST NATIONAL BANK OF CHICAGO

By: Robert J. Black  
Title: Vice President

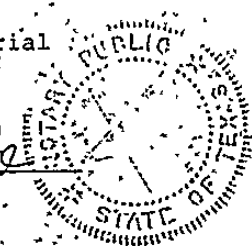
By: F. Pitt Schiewitz  
Title: VICE PRESIDENT

STATE OF Texas )  
~~ILLINOIS~~ )  
COUNTY OF DALLAS ) ss.:

I HEREBY CERTIFY that on this 10th day of September 1985, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared F. Pitt Schiewitz to me known to be the person described in, and who executed the foregoing instrument as Vice President of THE FIRST NATIONAL BANK OF CHICAGO, and (s)he acknowledged before me that (s)he executed the same as such officer in the name and behalf of said Corporation on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Debra R. Sugate  
Notary Public



My Commission expires on 2/25/86







Vance Ridgeland Associates, Ltd., a Texas limited partnership, as record owner and landlord of the Holmes department store building, pursuant to a Warranty Deed recorded in Book 197 at Page 353, of the Records of Madison County, Mississippi, consents to the making of this Supplement.

ATTEST: [Signature] VANCE RIDGELAND ASSOCIATES, LTD.

By: [Signature] By: ~~RMI Partners~~, Vance Partners One, Ltd.  
Title: Its General Partner

By: [Signature]

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Carl G. Lopp, who acknowledged that he is a Partner of ~~RMI~~ Vance Partners One, Ltd. Partners, a Texas limited partnership, and that for and on behalf of said partnership he signed, executed and delivered this Supplement on the day and year therein mentioned.

GIVEN under my hand and seal of office, this the 29th day of July, 1985.

[Signature]  
Notary Public

My Commission Expires:

DIANA GIZZI  
NOTARY PUBLIC, State of New York  
No. 03 462322  
Qualified in Bronx County  
Commission Expires March 30, 1987

Bankers Life Company, an Iowa Corporation, as beneficiary of that certain Deed of Trust, dated as of June 2, 1984, by D.H. Holmes Company, Limited, and Vance Ridgeland Associates, Ltd., collectively, as Grantor, to Calvin L. Wells, as Trustee, which Deed of Trust was recorded in Book 537 at Page 729, of the Records of Madison County, Mississippi, consents to the making of, and agrees that the lien and priority of the Deed of Trust shall be subject and subordinate to, this Supplement.

ATTEST:

BANKERS LIFE COMPANY

By: [Signature]  
Title: \_\_\_\_\_

By: [Signature]  
R. E. SCOTT, Director and Secretary  
Commercial Real Estate Closing

By: [Signature]  
KAREN E. SHAFF, Assistant Counsel

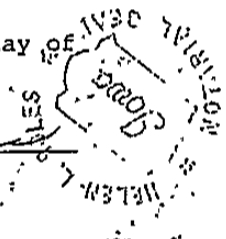


STATE OF Iowa )  
COUNTY OF Polk ) ss.:

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, R. E. Scott and Karen E. Shaff, who acknowledged that they are respectively Director and Secretary and Assistant Counsel of Bankers Life Company, and that for and on behalf of said corporation, they signed, executed and delivered this Supplement on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 14th day of August, 1985.

[Signature]  
Notary Public



My Commission Expires:



CFJksn2ndSupCOREA/11  
HA/dec -- 5/20/85

22050-50260 Real Estate

BOOK 209 PAGE 408

Colton Leasing Corporation, a Texas corporation, as lessee of the Holmes department store building and the land upon which it is situated, pursuant to a lease, dated as of June 2, 1984, from Vance, Ridgeland Associates, Ltd., consents to the making of this Supplement.

ATTEST:

COLTON LEASING CORPORATION

By: Carl [Signature]

Title:

By: [Signature]



STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Robert F. Gossett, Jr., who acknowledged that he is President of Colton Leasing Corporation, and that for and on behalf of said corporation, he signed, executed and delivered this Supplement on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 27th day of July, 1985.

Diana Gizzi  
NOTARY PUBLIC

My Commission Expires:

DIANA GIZZI  
NOTARY PUBLIC, State of New York  
No. 05-000000  
Qualified in Bronx County  
Commission Expires March 30, 1987

CFJksn2ndSupCOREA/11  
HA/dec -- 5/20/85

22050-50260 Real Estate

BOOK 209 PAGE 409

Vance Ridgeland Associates, Ltd., a Texas limited partnership, as lessee of the Holmes Site, pursuant to a lease, dated July 1, 1984, from D.H. Holmes Company Limited, consents to the making of this Supplement.

ATTEST: [Signature] VANCE RIDGELAND ASSOCIATES, LTD.

By: [Signature] By: RMI Partners, Vance Partners One, Ltd.  
Title its General Partner

By: [Signature]

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Carl G. Lopp, who acknowledged that he is a Partner of RMI-Vance Partners a Texas general partnership, acting in its capacity as general partner of the partnership, and that for and on behalf of said partnership he signed, executed and delivered this Supplement on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 29<sup>th</sup> day of July, 1985.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

DIANA GIZZI  
NOTARY PUBLIC, State of New York  
Qualified in Bronx County  
Commission Expires March 30, 1987

CFJksn2ndSupCOREA/11  
HA/dec -- 5/20/85

22050-50260 Real Estate

BOOK 209 PAGE 410

Teachers Retirement System of Texas, as beneficiary of that certain Deed of Trust, dated October 28, 1984, by Ridge-land Associates, as Grantor, to Fred H. Dunlop, as Trustee, which Deed of Trust was recorded in Book 547 at Page 118, of the Records of Madison County, Mississippi, consents to the making of, and agrees that the lien and priority of the aforesaid Deed of Trust shall be subject and subordinate to, this Supplement.

TEACHERS RETIREMENT SYSTEM  
OF TEXAS

Dated: 9/12, 1985

By: [Signature]

STATE OF TEXAS )  
COUNTY OF Texas ) ss.:

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid Joe W. Perrone who acknowledged that (s)he is the Asst. Investment Officer of Teachers Retirement System of Texas, and that for and on behalf of said entity, (s)he signed, executed and delivered this instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 12th day of September, 1985.

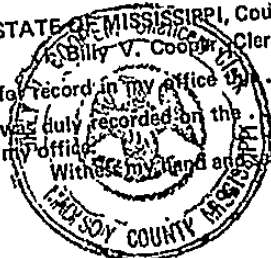
Marguerite Clee  
NOTARY PUBLIC

My Commission Expires:

3-18-89

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 23 day of October, 1985, at 9:55 o'clock a. M., and was duly recorded on the 23 day of OCT 28, 1985, 19....., Book No. 209 on Page 397 in my office. With my hand and seal of office, this the ..... of OCT. 23, 1985, 19.....



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

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, THEODORE DEHMER DINKINS ("Grantor"), by these presents, does hereby sell, convey and warrant unto THEO H. DINKINS, II and wife, DIANE D. DINKINS, ("Grantees") an undivided eight percent (8%) interest in that certain parcel of real property situated in the City of Ridgeland, Madison County, Mississippi, described as follows, to-wit:

66,176.9 square feet or 1.519 acres in Lot 8, Block 34 of Highland Colony Subdivision in Section 31, T7N, R2E, City of Ridgeland, Madison County, Mississippi consisting of the 2.00 acre tract conveyed to Theo H. Dinkins, II by the Deed recorded in Deed Book 130 at Pages 609 and 611 of the Land Deed Records of Madison County, Mississippi, less a strip of land 40 feet wide off the south side for the right-of-way for County Line Road, and less a strip of land 20 feet wide off the east side for the right-of-way for Wheatley Street, and less the tracts conveyed to the City of Ridgeland by the deeds recorded in Deed Book 188 at Pages 67, 70 and 670 of the Land Deed Records of Madison County, Mississippi for the use in widening County Line Road. The subject tract is more fully described as follows:

Begin at the Southeast corner of Lot 8, Block 34 of Highland Colony Subdivision which point is also the original point of intersection of the center lines of County Line Road and Wheatley Street, and proceed thence:

- (1) Northerly along the East line of Lot 8 for 295.2 feet; thence,
- (2) Westerly through an angle to the left of  $90^{\circ}11'$  for 20.0 feet, to a point on the West line of the Right-of-Way for Wheatley Street, said point being the Point of Beginning for the description of the subject property.

Continue thence:

- (3) Westerly in a straight line for 275.2 feet; thence
- (4) Southerly through an angle to the left of  $89^{\circ}49'$  for 231.43 feet to a point on the North Line of the Right-of-Way line for County Line Road as described by the Deeds recorded in Deed Book 188 at Pages 67, 70 and 670 of the Land Deed Records for Madison County, Mississippi; thence,

- (5) Easterly through an angle to the left of 91.04' along the North line of the Right-of-Way for County Line Road for 255.25 feet to an angle point; thence,
- (6) Northeasterly through an angle to the left of 44°28' for 28.54 feet to a point on the West line of the Right-of-Way for Wheatley Street; thence,
- (7) Northerly through an angle to the left of 44°28' along the West line of the Right-of-Way for Wheatley Street for 207.19 feet to the Point of Beginning.

This conveyance and its warranty is subject to the following:

- (1) Any outstanding indebtedness against the subject property.
- (2) Lease dated May 31, 1982, with First National Bank of Jackson, Jackson, Mississippi.
- (3) All prior severances of oil, gas and other minerals in, on and under the subject property.
- (4) Any existing easements or restrictions of record.

WITNESS the hand and signature of the Grantor hereto affixed on this the 22<sup>nd</sup> day of October, 1985.

Theodore Dehmer Dinkins  
Theodore Dehmer Dinkins

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid the within named THEODORE DEHMER DINKINS, who acknowledged that he signed and delivered the above and foregoing instrument for the purposes recited on the date therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 22<sup>nd</sup> day of October, 1985.

Orin G. Courtney  
Notary Public

My commission expires:

9-17-89

GRANTOR:

Theodore Dehmer Dinkins  
330 Cedarhurst  
Jackson, MS 39206

GRANTEES:

Theo H. Dinkins, II  
Diane D. Dinkins  
4095 Eastwood Drive  
Jackson, MS 39211



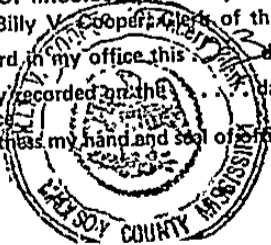
STATE OF MISSISSIPPI County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 22<sup>nd</sup> day of Oct, 1985, at 11:00 clock A. M., and was duly recorded in the 209 day of OCT-28-1985, 19....., Book No. 209 on Page 11 in my office.

Witness my hand and seal of office, this the 22<sup>nd</sup> of OCT-28-1985, 19.....

BILLY V. COOPER, Clerk

By B. 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 considerations, the receipt and legal sufficiency of all of which is hereby acknowledged, we, the undersigned B. D. PURVIS, and wife DOROTHY PURVIS, whose address is Rt. 1, Box 106-C, Flora, Mississippi, 39071, do hereby sell, convey and warrant unto CECIL D. PURVIS and wife, RAMONA PURVIS, as joint tenants with full right of survivorship and not as tenants in common, and whose address is Rt. 1, Box 106-C, Flora, Mississippi, 39071, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Beginning at an iron pin that is 262.2 feet East of the NW corner of NE 1/4 Section 29, T-8-N, R-2-W, Madison County, Mississippi. Run thence East 100.0 feet along the North line of said Section 29 to an iron pin; thence South 44 degrees 35 minutes East 239.0 feet to an iron pin on the NW side of an access road; thence South 45 degrees 32 minutes West 198.0 feet along said NW side of road to an iron pin; thence North 44 degrees 35 minutes West 77.2 feet to an iron pin; thence North 15 degrees 54 minutes West 264.0 feet to the P.O.B. containing 1.01 acres in the NE 1/4 of Section 29, T-8-N, R-2-W, Madison County, Mississippi.

It is agreed and understood by and between all parties hereto that grantors shall be responsible for payment of all taxes on the subject property up to and including those due for the calendar year 1985.

The warranty of this conveyance is subject to all applicable zoning ordinances, prior reservations of all oil, gas, and other minerals, and all matters which would be disclosed by an accurate survey or a competent inspection of the premises.

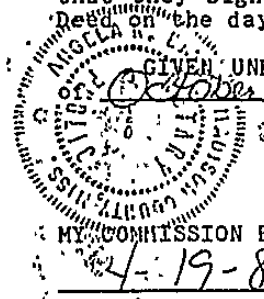
WITNESS OUR SIGNATURES, this the 23<sup>rd</sup> day of October, 1985.

B. D. Purvis  
B. D. PURVIS

Dorothy Purvis  
DOROTHY PURVIS

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named: E. D. PURVIS and DOROTHY PURVIS, who each acknowledged that they signed and delivered the above and foregoing Warranty Deed, on the day and year therein mentioned.

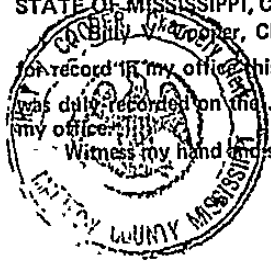


GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 23<sup>rd</sup> day of October, 1985.

Angela B. Bates  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
4-19-86

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 23 day of October, 1985, at 11:05 o'clock a.M., and was duly recorded on the 23 day of OCT. 28, 1985, Book No. 209, on Page 413. In my office.

Witness my hand and seal of office, this the 23 day of OCT. 28, 1985.

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

C

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 209 PAGE 415

INDEXED

8673

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, S. R. CAIN, III, Grantor, subject to the exceptions and reservations hereafter set forth, do hereby convey and warrant unto W. STRICKLAN SLIGH, JR., and wife, ELIZABETH F. SLIGH, as joint tenants with the right of survivorship and not as tenants in common, the following described property lying and being situated in Madison County, Mississippi, to-wit:

Beginning at the Northeast corner of Section 3, Township 9 North, Range 3 East, Madison County, Mississippi, and run thence South 00° 54' East along the West line of Quail Road for 395.5 feet to an iron pin; thence West, 1322.0 feet to an iron pin on the West line of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 3; thence North 00° 52' 45" West along the West line of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 3 for 395.5 feet to an iron pin on the North line of said Section 3; thence East along the North line of said Section 3 for, 1321.8 feet to the point of beginning, and containing 12 acres, more or less, and all lying and being situated in the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 3, Township 9 North, Range 3 East, Madison County, Mississippi.

In order to permit and facilitate the construction by both the Grantor and the Grantees of a sixty (60) foot-wide private roadway running east and west between their respective adjoining properties, being the 12-acre parcel of land conveyed hereby to the Grantees and the adjacent 10-acre parcel of land lying immediately south thereof and which is owned by the Grantor herein; the Grantor does hereby less and except and reserves unto himself a right of way and easement for ingress and egress through, over, upon, and across a strip of land thirty (30) feet in width evenly off the South end of the 12-acre parcel of land conveyed by this instrument to the Grantees; and in addition, the Grantor does hereby convey and warrant unto the Grantees herein a right of way and easement for ingress and egress through, over,

upon, and across a strip of land thirty (30) feet in width evenly off the North end of his adjacent parcel of land, which 30-foot wide right of way and easement being hereby conveyed, is more particularly described as follows, to-wit:

Commence at the Northeast corner of Section 3, Township 9 North, Range 3 East, Madison County, Mississippi, and run thence South 0° 54' East along the West line of Quail Road for 395.5 feet to the point of beginning; thence West, 1322.0 feet to an iron pin on the West line of the NE¼ of NE¼ of said Section 3; thence South 0° 52' 45" East, along the West line of the NE¼ of NE¼ of said Section 3 for 30 feet to an iron pin; thence East 1322.0 feet to an iron pin on the West line of Quail Road; thence North 0° 54' West, along the West line of Quail Road for 30 feet to the point of beginning.

This conveyance and the warranty herein contained are subject to the following:

1. Less and except an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in, on and under the subject property.
2. Subject to ad valorem taxes for the year 1985.
3. Subject to the Zoning and Subdivision Ordinances approved and adopted by the Board of Supervisors of Madison County, Mississippi on August 23, 1976, recorded in Minute Book A-L at pages 77 through 141, as amended.

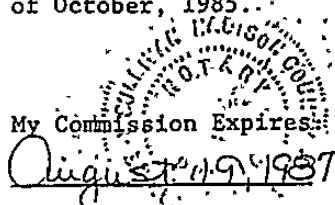
WITNESS MY SIGNATURE this the 18 day of October, 1985.

  
S. R. CAIN, III

STATE OF MISSISSIPPI  
COUNTY OF MADISON

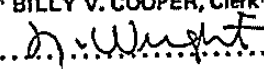
PERSONALLY appeared before me, the undersigned authority in and for the foregoing jurisdiction, S. R. CAIN, III, who acknowledged to me that he did sign and deliver the foregoing instrument on the day and year therein mentioned.

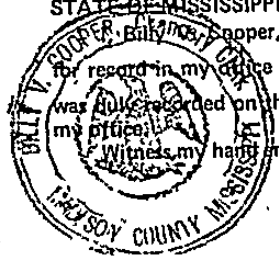
GIVEN UNDER MY HAND and official seal this the 18 day of October, 1985.



  
NOTARY PUBLIC

-2-

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 27 day of October, 1985, at 4:20 o'clock P.M., and was duly recorded on the 28 day of OCT. 28, 1985, 19....., Book No. 209 on Page 415, in my office.  
 Witness my hand and seal of office, this the 28 of OCT. 28, 1985, 19.....  
 BILLY V. COOPER, Clerk  
 By  D.C.



C  
STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 209 PAUL 417 8697  
INDEXED

ASSUMPTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and for other good and valuable considerations; the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay as and when due the certain indebtedness due and owing by the Grantors herein unto BOYLE MORTGAGE COMPANY, which indebtedness is secured by a Deed of Trust dated May 23, 1980, and recorded in Book 471 at Page 254 of the records of the Chancery Clerk of Madison County, Mississippi, we, J. C. BRIDGES and wife, SARAH BRIDGES, do hereby sell, convey, and warrant unto NOLAN J. LeCOQ and PATRICIA A. LeCOQ as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot 25, LAKE LORMAN SUBDIVISION, Part 2, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 4 at Page 30, reference to which map or plat is hereby made in aid of and as a part of this description.

Grantors do transfer and assign any interest in all accrued escrow accounts, and in any insurance policies to Grantees for the purpose of prorating taxes and insurance. It is assumed

that the funds in the escrow account are sufficient at the present time, but when said escrow is analyzed should a shortage be found to exist then the Grantors agree to pay to the Grantees or their assigns any deficit that might exist as of the date of this transfer.

Excepted from the warranty of this conveyance are all building restrictions, easements, rights-of-way, and mineral reservations of record pertaining to the said property.

WITNESS MY SIGNATURE, this the 22 day of October, 1985.

BOOK 209 PAGE 418

J.C. Bridges  
J.C. BRIDGES

Sarah Bridges  
SARAH BRIDGES

STATE OF MISSISSIPPI  
COUNTY OF HINDS

THIS day personally appeared before me, the undersigned Notary Public in and for said county, the within named J. C. BRIDGES and SARAH BRIDGES, who acknowledged that they signed and delivered the within and foregoing instrument on the day and year therein mentioned.

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

Drew S. McClinton  
NOTARY PUBLIC

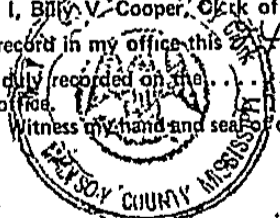


My Commission Expires:  
My Comm. Expires: October 3, 1987

GRANTORS ADDRESS:  
38 STONEGATE DR.  
BRANDON, MS. 39042

GRANTEES ADDRESS:  
308 Coker Rd  
JACKSON MS 39213

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within Instrument was filed for record in my office this 22 day of Oct, 1985, at 9:00 o'clock AM, and was duly recorded on the 22 day of OCT. 28, 1985, 19....., Book No. 209 on Page 417 in my office.



Witness my hand and seal of office, this the ..... of OCT. 28, 1985, 19.....  
BILLY V. COOPER, Clerk  
By D. Wright..... D.C.

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 considerations, the receipt and sufficiency of all of which is hereby acknowledge and for the further consideration of the assumption on the part of the Grantees herein of that certain Deed of Trust from James Bruce Bodkin and Sandra Gail Bodkin to Mid State Mortgage Company, as recorded in Book 485 at Page 301 in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in the principal sum of \$53,602.99, we, the undersigned James Bruce Bodkin and Sandra Gail Bodkin, whose mailing address is Post Office Box 5135, Jackson, Mississippi 39216 do hereby sell, convey and warrant unto Bommakanti M. Saran and Bommakanti S. Kusumakumari, whose mailing address is 154 Wheatley Place, Ridgeland, Mississippi 39157, as joint tenants with full rights as survivorship and not as tenants in common, the following described land and property located and situated in Madkson, Mississippi, to-wit:

Lot Twelve (12) of WHEATLEY PLACE SUBDIVISION, PART TWO (2), a subdivision according to the map or plat thereof on file and record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet B at Page 30, reference to which map or plat is hereby made in aid of and as a part of this description.

For the considerations named herein, Grantor does hereby sell, assign and deliver unto the Grantee herein all of his rights, title and interest in and to any and all escrow funds held by the beneficiary of the above named deed of trust, or its assigns, for the payments of taxes and insurance. It is understood and agreed that the transfer of the Grantor's escrow accounts as set out herein shall act as a proration of the taxes for the current year. However, if an analysis of the escrow account indicates a shortage, Grantor agrees to satisfy same. Also, for the same considerations, Grantor does hereby sell, assign and deliver unto Grantee any insurance policies covering the above described property, and any improvements thereon.

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

WITNESS THE SIGNATURES of the GRANTORS this the 22nd day of October, 1985.

James Bruce Bodkin  
James Bruce Bodkin

Sandra Gail Bodkin  
Sandra Gail Bodkin

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within names James Bruce Bodkin and Sandra Gail Bodkin, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing and their act and deed.

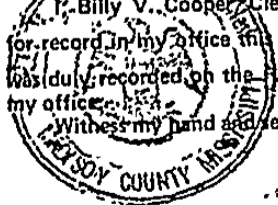
GIVEN under my hand and official seal this the 22nd day of October, 1985.

My commission expires: 6-30-89



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 25 day of Oct, 1985, at 9:00 o'clock A.M. and was duly recorded on the 28 day of Oct, 1985, Book No. 209 on Page 419 in my office. Witness my hand and seal of office, this the 28 day of Oct, 1985.



BILLY V. COOPER, Clerk

By B. Wright, D.C.

8689 INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, GREGORY A. HUBER do hereby sell, convey and warrant unto GREGORY A. HUBER and PAMELA L. HUBER, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated in Madison County, Mississippi, to-wit:

LOT 135, STONEGATE SUBDIVISION, PART V, REVISED, a subdivision according to a map or plat thereof on file in the office of the Chancery Clerk of Madison County at Canton, Mississippi as recorded in Plat Cabinet B at Slide 64.

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

WITNESS MY SIGNATURE this the 11 day of October, 1985.

*Gregory A. Huber*  
GREGORY A. HUBER

STATE OF MISSISSIPPI  
COUNTY OF Starks

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Gregory A. Huber, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal this the 11th day of October, 1985.

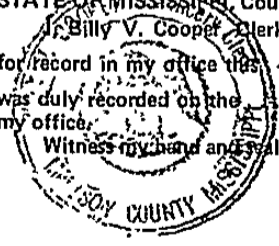
MY COMMISSION EXPIRES:  
4-13-88

*Christine H. Parris*  
NOTARY PUBLIC

GRANTOR & GRANTEE: 123 Stonegate Dr.  
Madison, Ms 39110

STATE OF MISSISSIPPI County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24 day of October, 1985, at 9:00 o'clock a M., and was duly recorded on the 20 day of OCT 1985, 19....., Book No 209 on Page 420 in my office.



Witness my hand and seal of office, this the OCT 28 1985, 19.....

BILLY V. COOPER, Clerk

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



ASSUMPTION WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, and for the further consideration of the assumption on the part of the Grantee herein, of those certain indebtedness secured by a First and Second Deed of Trust of record on the hereinafter described property, JOHN C. SIMMONS, does hereby sell, convey and warrant unto S. SHELTON LACK, the following described property situated in the County of Madison, State of Mississippi, to-wit:

Lots 1, 2, 3, and East half of Lot 4, Block One, Ridgeland, Madison County, Mississippi.

## LESS AND EXCEPT:

The East 25 feet of Lot 4 and the West 40 feet of Lot 3, Block 1, Town of Ridgeland, 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.

IT IS EXPRESSLY understood and agreed by the Grantor and the Grantee herein that this conveyance is made subject to the payment of all of the monies, payments and other obligations presently due and owing or to become hereafter due and owing pursuant to the terms and conditions set forth in that certain Deed of Trust recorded in Book 514 at Page 397 of the records in the office of the Chancery Clerk of Madison County, Mississippi, and all subsequent assignments thereof, which Deed of Trust was executed by WILLIAM L. SLAUGHTER to Deposit Guaranty National Bank on May 16, 1983 in the principal sum of \$49,759.80; and also that certain Deed of Trust recorded in Book 496 at Page 347 of the records in the office of the Chancery Clerk of Madison County, Mississippi, and all subsequent assignments thereof, which Deed of Trust was executed by WILLIAM L. SLAUGHTER to Deposit Guaranty National Bank on March 6, 1980 in the principal sum of \$13,711.80, and which Deeds of Trust constitute liens on the herein conveyed real property until such time as they are paid in full by WILLIAM L. SLAUGHTER.

Grantee further assumes and agrees to pay the indebtedness

recited in that certain Deed of Trust in Book 528 at Page 205 from MISSISSIPPI VINYL CORPORATION to W. L. SLAUGHTER, INC., a Mississippi Corporation, dated the 25th day of January, 1984.

EXECUTED FROM the warranty herein is any prior reservation or conveyance of oil, gas and other minerals.

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

GRANTEE HEREIN by acceptance of this conveyance assumes and agrees to pay all taxes for the year 1985, and subsequent years.

WITNESS MY SIGNATURE this the 16<sup>th</sup> day of October, 1985.

*John C. Simmons*  
JOHN C. SIMMONS

GRANTOR:

St Augustine Drive  
Madison, Ms 39110

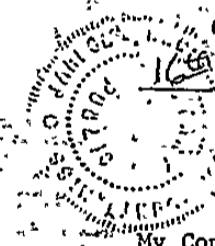
GRANTEE:

402 CAMOLIA TRAIL  
Brandon, Ms 39042

STATE OF MISSISSIPPI }  
COUNTY OF MADISON }

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JOHN C. SIMMONS, who acknowledged to me that he signed and delivered the above instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 16<sup>th</sup> day of October, 1985.



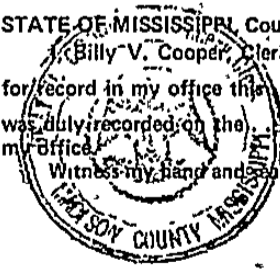
*Janice D. Nelson*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept. 22, 1986

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24 day of Oct, 1985, at 9:00 o'clock A. M., and was duly recorded on the 28 day of OCT, 1985, Book No. 209 on Page 421 in my Office.



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

BILLY V. COOPER, Clerk

By D. Wright, D.C.

INDEXED

8639

FOR AND IN CONSIDERATION of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned PRINCE HOMES, INC., does hereby sell, convey and warrant unto GREGORY E. OSTBERG AND WIFE PAMELA J. OSTBERG, as joint tenants with full rights of survivorship and not as tenants in common, the following described property situated in Madison County, Mississippi, to wit:

LOT 22, PLANTERS GROVE OF COTTONWOOD, PART II, a subdivision according to a map or plat on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B at Slot 70, reference to which is hereby made in aid of and as part of this description.

ADVALOREM taxes for the current year have been prorated between the parties hereto, and grantees assume payment thereof.

THIS CONVEYANCE and the warranty hereof is subject to covenants, building restrictions, rights of way, easements, mineral reservations, and mineral conveyances of record.

WITNESS the signature of the Grantors, this the 23rd day of October, 1985.

PRINCE HOMES, INC.

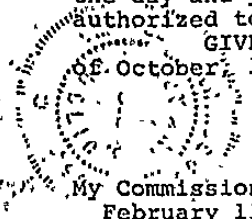
BY: *Laura J. Prince*  
LAURA J. PRINCE

TITLE: VICE-PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the state and county aforesaid, LAURA J. PRINCE, who acknowledged that she is the Vice-President of the aforesaid PRINCE HOMES, INC., and that she signed and delivered the foregoing instrument for and on behalf of the corporation on the day and year therein mentioned, after first being so authorized to do.

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



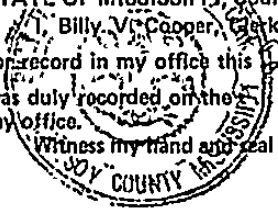
*[Signature]*  
NOTARY PUBLIC

My Commission Expires:  
February 11, 1987

GRANTOR'S ADDRESS: 121 Crestview, Brandon, Mississippi 39042  
GRANTEE'S ADDRESS: 281 Planters Grove, Madison, Mississippi 39110

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24 day of October, 1985 at 9:30 clock P.M., and was duly recorded on the 28 day of OCT 28 1985, 19....., Book No 209 on Page 423 in my office.



Witness my hand and seal of office, this the 28 day of OCT 28 1985, 19.....

BILLY V. COOPER, Clerk

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

BOOK 209 PAGE 424

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8701

FORM 8416 SC  
OCTOBER, 1976

RIGHT OF WAY EASEMENT

For and in consideration of One Dollar ( \$1.00 ) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the undersigned do (does) hereby grant to South Central Bell Telephone Company, its licensees, successors, assigns, allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantee may require, from time to time, consisting of poles, guys, anchors, aerial, buried and underground cables and wires, cable terminals, splicing boxes, pedestals, conduit, manholes, markers, and other amplifiers, boxes, appurtenances or devices upon, over and under a strip of land 16 1/2 feet wide across the following lands in Madison County (Parish) State of Mississippi described as follows:

See attached sketch

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

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

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

In witness whereof, the undersigned has caused this instrument to be executed on the 18<sup>th</sup> day of OCT, 1986.

David J. Harrison  
WITNESS

[Signature] L.S.

L.S.

Name of Corporation

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

By: \_\_\_\_\_  
Title

SCBT USE ONLY: AUTHORITY M 4999; CLASSIFICATION 845TC;

AREA JACKSON; APPROVED [Signature]; TITLE Operations Mgr. - Engr. & Asgm.

DRAWING NUMBER 85; LOCATION NUMBER 3-6A

BOOK 209 PAGE 425  
ACKNOWLEDGEMENT

THE STATE OF MISSISSIPPI, COUNTY OF Madison

Personally appeared before me DAVID L. HARRISON, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposed and saith that he saw the within named H.C. MAGSON whose name (→) 15 subscribed thereto, sign and deliver the same to the said SOUTH CENTRAL BELL TELEPHONE COMPANY; that he, this affiant, subscribed his name as a witness thereto in the presence of the said H.C. MAGSON

Sworn to and subscribed before me, at CANTON Mississippi, this the 24<sup>TH</sup> day of OCTOBER A.D. 1985

R. Wayne Mould  
Notary Public



Madison  
County, my Comm. Expires July 20, 1989

FROM \_\_\_\_\_

TO \_\_\_\_\_

SOUTH CENTRAL BELL TELEPHONE COMPANY

---

County (Parish) Recorder's Record

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

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

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

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

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

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

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

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



BOOK 209 PAGE 427  
 RELEASE FROM DELINQUENT TAX SALE  
 (INDIVIDUAL)  
 DELINQUENT TAX SALE  
 STATE OF MISSISSIPPI, COUNTY OF MADISON

INDEXED 8702  
 No. 7607  
 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

John & Sally Cowart  
 the sum of One hundred thirteen & 82/100 DOLLARS (\$ 113.82)  
 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 3 Flora Mini Farms</u>				
<u>DB 139-936</u>	<u>9</u>	<u>8</u>	<u>1W</u>	

Which said land assessed to Heritage Corporation and sold on the  
26 day of August 1985, to Greg Merritt 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 24 day of  
October 1985 Billy V. Cooper, Chancery Clerk.

(SEAL) By K. Gregory D.C.

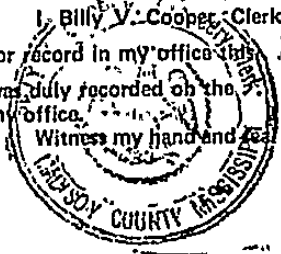
STATEMENT OF TAXES AND CHARGES

- (1) State and County Tax Sold for (Exclusive of damages, penalties, fees) \$ 89.96
- (2) Interest \$ 4.50
- (3) Tax Collector's 2% Damages (House Bill No. 14, Session 1932) \$ 1.80
- (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 \$ 101.76
- (9) 5% Damages on TAXES ONLY. (See Item 1) \$ 4.50
- (10) 1% Damages per month or fraction on 1984 taxes and costs (Item 8 --Taxes and costs only) 3 Months \$ 3.05
- (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 \$ 110.71
- (19) 1% on Total for Clerk to Redeem \$ 1.11
- (20) GRAND TOTAL TO REDEEM from sale covering 1984 taxes and to pay accrued taxes as shown above \$ 111.82

Excess bid at tax sale \$ 113.82  
Greg Merritt 109.31  
Clark Lee 2.51  
Rea Bell 2.00  
113.82

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24 day of October, 1985, at 10:40 o'clock a. M., and was duly recorded on the 24 day of October, 1985, Book No. 209 on Page 427 in my office.  
 Witness my hand and seal of office, this the 24 day of October, 1985.



BILLY V. COOPER, Clerk

By B. Wright, D.C.

This is an agreement between F. H. Ray, Jr., Bobby R. Ray, and Mary Jane R. Hall, hereinafter called "Owners", and Hatchie Hardwood, Inc., hereinafter called "Company", wherein it is represented and agreed:

For and in consideration of the sum of Twenty-Eight Thousand (\$28,000.00) Dollars, cash in hand paid, receipt of which is acknowledged, Owner hereby conveys to Company on the terms and conditions set out merchantable sawtimber measuring 14" in diameter, 12" from normal ground level for cutting on the hereinafter described land.

Owner is the owner of the following described land, hereinafter called "Land" in Madison County, Mississippi:

LEGAL DESCRIPTION

West 1/2 less 32 acres on the north end, and 14 acres on the west side of the W 1/2 SE 1/4 of Section 17, Township 8 North, Range 3 East, Madison County, Mississippi.

1. The terms of this contract shall be for a period of two years from date of execution of contract, and during said period Company may cut and remove any and all timber covered by this contract, and upon said cutting and removal title to same shall vest in Company. Company agrees to notify Forestry Enterprises by mail not less than seven (7) days before commencing and cutting operations under the terms of this contract.

All severance tax shall be borne and paid by Company.

2. Owner hereby gives and grants Company the right to ingress and egress over and across the lands upon which said timber is located and also over and across any adjoining lands of Owner as the same may be necessary for the proper conduct and cutting and removal of said timber and for the movement and transfer of men, materials, and logging equipment. Company will be permitted to cut small trees or trees of inferior species for clearing the necessary log roads or routes but no standing timber shall be used in logging work except that which is marked or may be designated by Owner. All topwood is reserved by Owner.

3. Company agrees that in cutting and removing said timber and in conducting its logging operations, all of same shall be done in a proper and protective manner and in conformity to approved practices, and caution shall be exercised to prevent damage to the residual stand. Company agrees to repair immediately any damage to fences, roads and bridges due to logging operations and to pay for all damages done to growing crops and livestock resulting from the cutting and removal of the timber hereby conveyed. Company further agrees to clear all tops and debris from pasture areas.

4. Any trees cut below the size of 14" in diameter, 12" from normal ground level will be considered as not being covered by this contract and as having been cut without authority, and the company agrees to pay as liquidated damages and as a penalty for all trees cut without authority a sum which is equal to three times the market value of the total stumpage of all such trees. It is agreed between Company and Owner that the Company shall not be required to cut any tree where in the judgment of Company the cutting of such tree would result in injury or damage to growing crops on the above described land.

5. Company agrees that it will take all reasonable steps to prevent fire to the timber on the lands hereinabove mentioned, whether standing or felled, or whether merchantable or young growth, and agrees that it will use all reasonable means to suppress any fires however originating on said lands during the hours that cutting operations are in action.



6. In the event any dispute shall arise between the parties in regard to the meaning or application of any of the terms or provisions of this contract and if same not be settled by the parties within 30 days, then the said dispute shall be submitted to a Board of Arbitrators, and the decision of said Board or a majority thereof shall be final. Said Board shall be created as follows: Company shall select one Arbitrator, Owner shall select one Arbitrator, and the two Arbitrators thus selected shall thereupon select the third Arbitrator.

EXECUTED THIS 19<sup>th</sup> DAY OF September, 1985.

COMPANY

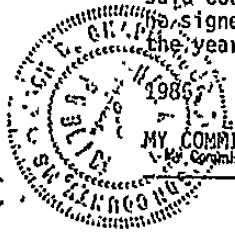
OWNER

F. H. Ray, Jr.  
F. H. RAY, JR.  
Bobby R. Ray  
BOBBY R. RAY  
Mary Jane R. Hall  
MARY JANE R. HALL

STATE OF Mississippi  
COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for said County and State, the within named F. H. Ray, Jr., who acknowledged that he signed and delivered the above and foregoing instrument on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 19th day of September



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

Paul Ray  
NOTARY PUBLIC

STATE OF Mississippi  
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for said County and State, the within named Bobby R. Ray, who acknowledged that he signed and delivered the above and foregoing instrument on the day and in the year therein mentioned.

GIVEN UNDER MY NAD AND OFFICIAL SEAL, THIS the 23rd day of September 1985.

MY COMMISSION EXPIRES:  
My Commission Expires Dec. 29, 1988



Deborah L. Johnson  
Notary Public

STATE OF Louisiana  
Parish  
COUNTY OF Caddo

Personally appeared before me, the undersigned authority in and for said County and State, the within named Mary Jane R. Hall, who acknowledged that she signed and delivered the above and foregoing instrument on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 13 day of October, 1985.

MY COMMISSION EXPIRES:  
For life

W. H. Steen  
NOTARY PUBLIC  
W. H. STEEN, D.O.  
Notary Public  
Caddo Parish, Louisiana  
MY COMMISSION IS PERMANENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for said County and State, the within named Hatchie Hardwood, Inc., who acknowledged that they signed and delivered the above and foregoing instrument on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the \_\_\_\_\_ day of \_\_\_\_\_, 1985.

MY COMMISSION EXPIRES:  
\_\_\_\_\_

NOTARY PUBLIC

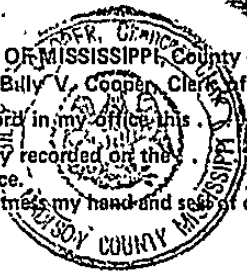
STATE OF MISSISSIPPI, County of Madison:

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 out day of Oct, 1985, at 12:10 clock P and was duly recorded on the out day of OCT. 28 1985, 1985, Book No. 209 on Page 428 in my office.

Witness my hand and seal of office, this the OCT 28 1985 of 19.....

BILLY V. COOPER, Clerk

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



INDEXED

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 209 PAGE 431

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WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, WE, WILLIAM J. SHANKS and MARK S. JORDAN, do hereby convey and warrant unto;

Ray Wright Builder, Inc.

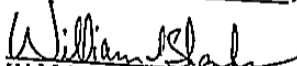
the following described real property situated in Madison County, Mississippi, to wit:


LOT 135, POST OAK PLACE III-B, a subdivision platted and recorded in Cabinet Slide B-80, in the Chancery Clerk's office of Madison County, Mississippi

SUBJECT ONLY TO THE FOLLOWING:

1. Subject to streets, rights-of-way, utilities and easements as shown on the plat of said subdivision.
2. Subject to the payment of taxes to the City of Madison and Madison County, Mississippi for the year 1985 to be prorated and paid as follows:  
Grantor \_\_\_\_\_; Grantee \_\_\_\_\_.
3. Subject to prior conveyance, exception, or reservation of oil, gas, and other minerals by prior owners.
4. Subject to a set of Protective Covenants recorded in Book 565 at Page 632 in the record of mortgages and deeds of trust on land in Madison County, Mississippi.
5. Subject to zoning ordinances and subdivision regulations for the Town of Madison, Mississippi and Madison County, Mississippi.

WITNESS OUR SIGNATURES this 23 day of Oct., 1985.

  
William J. Shanks

  
Mark S. Jordan

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority, in and for the above county and state, the within named William J. Shanks, who acknowledged that he did sign and deliver the above and foregoing Warranty Deed as and for his free act and deed on

BOOK 209 PAGE 432

the day and date therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 23 day of  
Oct., 1985.

Susan McCarty  
~~Notary Public~~  
Justice Court Clerk

My Commission Expires:  
1-4-88

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority, in  
and for the above county and state, the within named Mark S.  
Jordan, who acknowledged that he did sign and deliver the above  
and foregoing Warranty Deed as and for his free act and deed on  
the day and date therein mentioned.

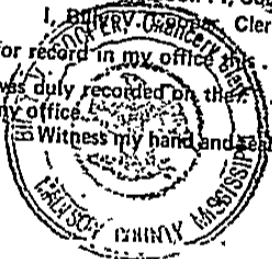
WITNESS MY HAND AND OFFICIAL SEAL this 23 day of  
Oct., 1985.

Susan McCarty  
~~Notary Public~~  
Justice Court Clerk

My Commission Expires:  
1-4-88

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed  
for record in my office this 24 day of October, 1985, at 2:15 o'clock P. M., and  
was duly recorded in the 209 day of OCT. 28, 1985, 1985, Book No. 209 on Page 431 in  
my office.



Witness my hand and seal of office, this the OCT 28 1985 of 1985, 1985.

BILLY V. COOPER, Clerk

By D. Wright, D.C.

C

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STATE OF MISSISSIPPI  
COUNTY OF MADISON

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WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, WE, WILLIAM J. SHANKS and MARK S. JORDAN, do hereby convey and warrant unto:

Ray Wright Builder, Inc.

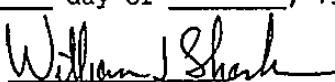
the following described real property situated in Madison County, Mississippi, to wit:

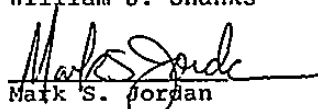
LOT #78, POST OAK PLACE III-A, a subdivision platted and recorded in Cabinet Slide B-78, in the Chancery Clerk's office of Madison County, Mississippi

SUBJECT ONLY TO THE FOLLOWING:

1. Subject to streets, rights-of-way, utilities and easements as shown on the plat of said subdivision.
2. Subject to the payment of taxes to the City of Madison and Madison County, Mississippi for the year 1985 to be prorated and paid as follows:  
Grantor \_\_\_\_\_; Grantee \_\_\_\_\_.
3. Subject to prior conveyance, exception, or reservation of oil, gas, and other minerals by prior owners.
4. Subject to a set of Protective Covenants recorded in Book 560 at Page 506 in the record of mortgages and deeds of trust on land in Madison County, Mississippi.
5. Subject to zoning ordinances and subdivision regulations for the Town of Madison, Mississippi and Madison County, Mississippi.

WITNESS OUR SIGNATURES this 11th day of Oct., 1985.

  
William J. Shanks

  
Mark S. Jordan

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority, in and for the above county and state, the within named William J. Shanks, who acknowledged that he did sign and deliver the above and foregoing Warranty Deed as and for his free act and deed on

the day and date therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 11th day of Oct. 11, 1985.

Susana McCarty  
Notary Public  
Justice Court Clerk

My Commission Expires:

1-4-88

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority, in and for the above county and state, the within named Mark S. Jordan, who acknowledged that he did sign and deliver the above and foregoing Warranty Deed as and for his free act and deed on the day and date therein mentioned.

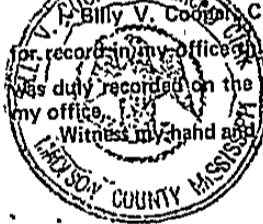
WITNESS MY HAND AND OFFICIAL SEAL this 11th day of Oct. 11, 1985.

Susana McCarty  
Notary Public  
Justice Court Clerk

My Commission Expires:

1-4-88

STATE OF MISSISSIPPI, County of Madison:



Clerk of the Chancery Court of Said County certify that the within instrument was filed for record in my office this 24 day of Oct, 1985, at 2:15 o'clock P.M., and was duly recorded on the 24 day of OCT 28 1985, 1985, Book No 209 on Page 433. Witness my hand and seal of office, this the 28 of OCT 28 1985, 1985.

BILLY V. COOPER, Clerk

By D. Whight D.C.

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STATE OF MISSISSIPPI  
COUNTY OF MADISON

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WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, WE, WILLIAM J. SHANKS and MARK S. JORDAN, do hereby convey and warrant unto:

Ray Wright Builder, Inc.

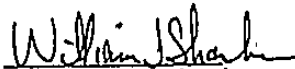
the following described real property situated in Madison County, Mississippi, to wit:


LOT #105, POST OAK PLACE III-B, a subdivision platted and recorded in Cabinet Slide B-80, in the Chancery Clerk's office of Madison County, Mississippi

SUBJECT ONLY TO THE FOLLOWING:

1. Subject to streets, rights-of-way, utilities and easements as shown on the plat of said subdivision.
2. Subject to the payment of taxes to the City of Madison and Madison County, Mississippi for the year 1985 to be prorated and paid as follows:  
Grantor \_\_\_\_\_; Grantee \_\_\_\_\_.
3. Subject to prior conveyance, exception, or reservation of oil, gas, and other minerals by prior owners.
4. Subject to a set of Protective Covenants recorded in Book 565 at Page 632 in the record of mortgages and deeds of trust on land in Madison County, Mississippi.
5. Subject to zoning ordinances and subdivision regulations for the Town of Madison, Mississippi and Madison County, Mississippi.

WITNESS OUR SIGNATURES this 11th day of Oct., 1985.

  
William J. Shanks

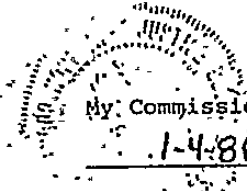
  
Mark S. Jordan

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority, in and for the above county and state, the within named William J. Shanks, who acknowledged that he did sign and deliver the above and foregoing Warranty Deed as and for his free act and deed on

the day and date therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 11th day of  
Oct.           , 1985.



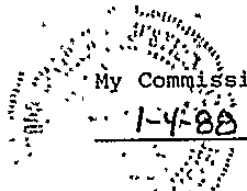
My Commission Expires:  
1-4-88

Susan McCarty  
Notary Public  
Justice Court Clerk

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority, in  
and for the above county and state, the within named Mark S.  
Jordan, who acknowledged that he did sign and deliver the above  
and foregoing Warranty Deed as and for his free act and deed on  
the day and date therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 11th day of  
Oct.           , 1985.

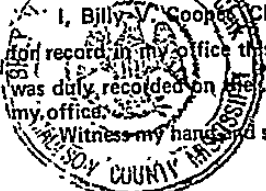


My Commission Expires:  
1-4-88

Susan McCarty  
Notary Public  
Justice Court Clerk

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 27 day of October, 1985, at 2:15 o'clock P. M., and  
was duly recorded on the            day of           , 1985. Book No. 209 on Page 436  
in my office. Witness my hand and seal of office, this the            of           , 19          .



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



WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable 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 JAMES D. CONROY and wife, KATHERINE L. CONROY, as joint tenants with the right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot 41, 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 South end of Lot 42, Deerfield Subdivision, Phase II for the purpose of construction and maintenance on the North side of the residence to be constructed upon Lot 41 and for the further purpose of permitting the eaves of the residence constructed upon Lot 41 to overhang unto said easement as an encroachment on said Lot 42.



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.

5. Grantees herein by their acceptance of this deed agree to join the Deerfield Property Owners Association and abide by the 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. Grantees herein, upon the acceptance of this deed, do 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 Grantees named herein and shall be enforceable in a Court of equity.

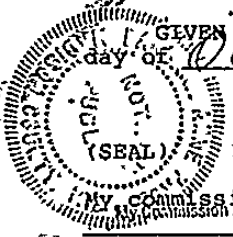
7. All easements for utilities as shown by the plat of said subdivision on record in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS our signatures on this 23 day of Oct. 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.



GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 23 day of Oct, 1985.

Barbara Anne Pace  
Notary Public

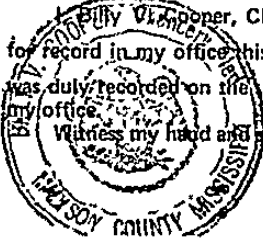
My commission expires January 4, 1986

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

Grantees: James D. Conroy & Katherine L. Conroy  
211 San Marcos Drive, Starkville, Ms. 39759

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24 day of October, 1985, at 2:50 o'clock P. M., and was duly recorded on file OCT 28 1985 day of OCT 28 1985, 19....., Book No. 207 on Page 437 in my office. Witness my hand and seal of office, this the ..... of OCT 20 1985, 19.....



BILLY V. COOPER, Clerk

By B. Wright D.C.

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CORRECTIVE WARRANTY DEED

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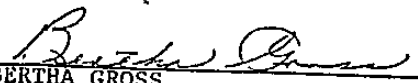
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, BERTHA GROSS, a single person, does hereby sell, convey and warrant unto McDONALD'S CORPORATION, a Delaware Corporation, the land and property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

A parcel of land situated in Section 23, Township 9 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the intersection of the East line of Soldier Colony Road and the South line of Mississippi State Highway No. 22, said point being 861.2 feet North of and 42.4' East of the SW corner of the SE 1/4 of SW 1/4 of Section 23, Township 9 North, Range 2 East, Madison County, Mississippi; thence run north 65° 31' East, 550 feet along the said south line of Mississippi State Highway No. 22 to the Northeast corner of the Pritchard Oil Company properties as described in Deed Book 138 at Page 146 and being the point of beginning; thence continue along said South line, North 65° 31' East, 250.0 feet; thence leaving said south line of Mississippi State Highway No. 22, South 24° 29' East, 250.0 feet; thence South 65° 31' West, 250.0 feet; thence North 24° 29' West along the east line of of the aforesaid Pritchard Oil Company property and a projection thereof for a distance of 250.0 feet to the Point of Beginning, containing 1.435 acres, more or less.

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

WITNESS MY SIGNATURE, this the 24<sup>th</sup> day of October, 1985.

  
BERTHA GROSS

STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named BERTHA GROSS, who acknowledged to me that she signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as her own act and deed.

GIVEN UNDER MY HAND and official seal of office, this the 24 day of October, 1985.

Billy V. Cooper  
NOTARY PUBLIC  
Chancery Clerk  
by N. Wright, DC

STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24 day of October, 1985, at 3:30 o'clock P. M., and was duly recorded on the 24 day of OCT 28 1985, 19....., Book No. 209 on Page 439.  
Witness my hand and seal of office, this the ..... of OCT 20 1985..... 19.....



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

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TRUSTMARK NATIONAL BANK, (formerly Canton Exchange Bank, Branch Bank of First National Bank, Jackson, Mississippi), Grantor, does hereby convey and forever warrant unto EDWARD E. KUHN and H. M. (PAT) CARTER, Grantees, 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 123 feet on the west side of U.S. Highway No. 51 (North Liberty Street), Canton, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point on the north fence line of the L. O. Wright property that is 960 feet north 17 degrees 50 minutes East along said highway west R.O.W. line from the intersection with the south line of Freys Lane and run North 74 degrees 00 minutes West along the existing fence for 103.3 feet to a fence corner; thence North 16 degrees 50 minutes East along the existing east fence line of said Wright property for 126.3 feet to a point; thence South 72 degrees 10 minutes East for 105.5 feet to a point on said highway R.O.W. line; thence South 17 degrees 50 minutes West along said highway R.O.W. line for 123 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 shall be prorated as of the date hereof.
2. City of Canton, Mississippi, Zoning Ordinance.
3. Prior reservations, conveyances and/or leases in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights of way and easements for public roads, power lines and other utilities.

WITNESS OUR SIGNATURE on this the 11 day of Oct., 1985.

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

BY: James M. Chandler  
James M. Chandler, Vice President

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JAMES F. CHANDLER, who stated and acknowledged to me that he is the Vice President of Trustmark National Bank, formerly Canton Exchange Bank, Branch Bank of First National Bank of Jackson, Mississippi, and as such he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, he being duly authorized so to do.

GIVEN UNDER MY HAND AN OFFICIAL SEAL, this the 11 day of October, 1985.

*Edmund L. Helgren*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
My Commission Expires November 3, 1987

Grantor:  
P. O. Box 293  
Canton, MS 39046

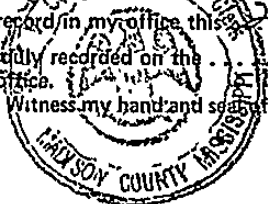
Grantee:  
1066 Willow Avenue  
Canton, MS 39046

STATE OF MISSISSIPPI, County of Madison:

I, *Billy V. Cooper*, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 24 day of October, 1985, at 4 o'clock P. M., and was duly recorded on the 24 day of OCT 28, 1985, Book No. 209 on Page 441 in my office.

Witness my hand and seal of office, this the 28 of OCT, 1985, 1985.

BILLY V. COOPER, Clerk



By *B. 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, T-P RANCH, A GENERAL PARTNERSHIP, Grantor, does hereby convey and forever warrant unto BETTY LOU JACKSON, Grantee, the following, described real property lying and being situated in Madison County, Mississippi, to-wit:

Beginning at an iron pin marking the East ROW line of Patrick Road and the South line of Section 7, T9N, R2E, Madison County, Mississippi, thence run North along the East ROW of said road 220' to an iron pin; thence run S60°00'E 260' to an iron pin, thence run East 108.5' to an iron pin thence South 85.0' to an iron pin in an East-West fence, thence run west along said fence 333.6' to the point of beginning, containing one acre, more or less.

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

1. County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: ALL; Grantee: NONE.
2. Madison County Zoning and Subdivision Regulations Ordinance of 1976, adopted July 23, 1976, and recorded in Minute Book AL at page 77 in the records in the office of the Chancery Clerk of Madison County, Mississippi.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property. The Grantor reserves all oil, gas and other minerals it owns in regard to the subject property.
4. Rights-of-way and easements for roads, power lines, and other utilities.
5. Grantors reserve a right of way and easement for ingress and egress 20' in width evenly off the South side of the subject property.

WITNESS OUR SIGNATURES on this the 27 day of September, 1985.

T-P RANCH, A GENERAL PARTNERSHIP

BY: A. Thomas Taylor  
A. Thomas Taylor, Partner

BY: A. Thomas Taylor  
A. Thomas Taylor, Attorney-in-Fact,  
for Geraldine Swift Taylor,  
a partner (Book 196, page 330)



BY: A. Thomas Taylor  
A. Thomas Taylor, Attorney-in-Fact,  
for William Wood Prince, a partner,  
(Book 196, page 339)

BY: A. Thomas Taylor  
A. Thomas Taylor, Attorney-in-Fact,  
for Edward Alexander Wood Prince,  
a partner (Book 196, page 315)

BY: A. Thomas Taylor  
A. Thomas Taylor, Attorney-in-Fact,  
for William Norman Wood Prince, a  
partner (Book 196, page 318)

BY: A. Thomas Taylor  
A. Thomas Taylor, Attorney-in-Fact,  
for Alain De Ricou Wood Prince, a  
partner (Book 196, page 321)

BY: A. Thomas Taylor  
A. Thomas Taylor, Attorney-in-Fact,  
for Gustavus F. Taylor, a partner  
(Book 196, page 333)

BY: A. Thomas Taylor  
A. Thomas Taylor, Attorney-in-Fact,  
for Geraldine Taylor O'Connell, a  
partner (Book 196, page 336)

BY: A. Thomas Taylor  
A. Thomas Taylor, Attorney-in-Fact,  
for Richard F. Taylor, a partner  
(Book 196, page 324)

BY: A. Thomas Taylor  
A. Thomas Taylor, Attorney-in-Fact,  
for Thomas S. Taylor, a partner  
(Book 196, page 327)

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in  
and for the jurisdiction aforesaid, the within named A. THOMAS  
TAYLOR, Partner, A. THOMAS TAYLOR, Attorney-in-Fact, for  
GERALDINE SWIFT TAYLOR, a partner (Book 196, page 330, Madison  
County, Mississippi); A. THOMAS TAYLOR, Attorney-in-Fact, for  
WILLIAM WOOD PRINCE, a partner, (Book 196, page 339, Madison  
County, Mississippi); A. THOMAS TAYLOR, Attorney-in-Fact, for  
EDWARD ALEXANDER WOOD PRINCE, a partner (Book 196, page 315,  
Madison County, Mississippi); A. THOMAS TAYLOR, Attorney-in-Fact,  
for WILLIAM NORMAN WOOD PRINCE, a partner (Book 196, page 318,



(Book 196, page 321, Madison County, Mississippi); A. THOMAS TAYLOR, Attorney-in-Fact, for GUSTAVUS F. TAYLOR, a partner (Book 196, page 333, Madison County, Mississippi); A. THOMAS TAYLOR, Attorney-in-Fact, for GERALDINE TAYLOR O'CONNELL, a partner (Book 196, page 336, Madison County, Mississippi); A. THOMAS TAYLOR, Attorney-in-Fact, for RICHARD F. TAYLOR, a partner (Book 196, page 324, Madison County, Mississippi); A. THOMAS TAYLOR, Attorney-in-Fact, for THOMAS S. TAYLOR, a partner (Book 196, page 327, Madison County, Mississippi), who as partners in T-P Ranch, a general partnership, acknowledged that upon authority duly and legally given and as the act and deed of said partnership signed and delivered the foregoing instrument on the day and date therein named for the intent and purpose therein expressed.

WITNESS MY SIGNATURE AND SEAL OF OFFICE on this the 27<sup>th</sup> day of September, 1985.

*James Christie Jones*  
NOTARY PUBLIC



MY COMMISSION EXPIRES:

My Commission Expires Aug. 31, 1987

Grantor:  
Rt. 1, Box 76  
Canton, MS 39046

Grantee:  
Betty Lou Jackson  
Route 1, Box 69  
Canton, MS 39046

LSV  
4857/4970

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 27<sup>th</sup> day of September, 1985, at 4:45 o'clock P. M., and was duly recorded on the 27<sup>th</sup> day of September, 1985, Book No. 209 on Page 445 in my office.

OCT 28 1985

BILLY V. COOPER, Clerk

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

8739

## EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, UNDERWOOD DEVELOPMENT COMPANY, Grantor, does hereby convey to BUSH DEVELOPMENT, LTD., Grantee, an easement, on the terms hereinafter stated, so long as the conditions hereinafter referenced are satisfied, in, on and across the following described property, to-wit:

A parcel of land situated in the Southeast One-Quarter of Section 34, Township 7 North, Range 1 East, Madison County, Mississippi, the said parcel being more particularly described as follows:

Commence at the point of intersection of the line between the East One-Half and the West One-Half of the Southeast One-Quarter of Section 34, Township 7 North, Range 1 East, with the North right-of-way line of Interstate Highway 220, as said highway exists this date; run thence the following bearings and distances along the said North right-of-way line of Interstate Highway 220:

North 88 degrees 59 minutes 30 seconds  
East for 350.0 feet;  
North 56 degrees 14 minutes 34 seconds  
East for 566.24 feet;  
North 64 degrees 33 minutes 40 seconds  
East for 206.16 feet;  
North 50 degrees 31 minutes 30 seconds  
East for 300.0 feet;

thence leaving said North right-of-way of Interstate Highway 220, run North 39 degrees 28 minutes 30 seconds West for a distance of 419.97 feet to a point; run thence North 50 degrees 31 minutes 30 seconds East for a distance of 200.0 feet to a point; run thence North 39 degrees 28 minutes 30 seconds West for a distance of 135.88 feet to the point of beginning of the herein described parcel; continue thence North 39 degrees 28 minutes 30 seconds West for a distance of 55.0 feet to a point; run thence North 50 degrees 31 minutes 30 seconds East for a distance of 15.0 feet to a point; run thence South 39 degrees 28 minutes 30 seconds East for a distance of 55.0 feet to a point; run thence South 50 degrees 31 minutes 30 seconds West for a distance of 15.0 feet to the point of beginning and containing 0.019 acres, more or less.

The easement herein granted shall automatically terminate and title shall revert to and re-vest in Grantor without the necessity of re-entry or the taking of any other action in either of the following events:

(1) Grantee ceases to own in fee simple the 1.142-acre tract of land presently owned by Grantee adjacent to the easement parcel abovedescribed; or,

(2) Both of the two trees presently located on the easement parcel die or become so diseased or damaged that removal would be prudent.

Grantee, by acceptance of this easement, assumes all responsibility for maintenance of the easement parcel in good condition and further agrees to indemnify and hold Grantor harmless from and against any claim or loss arising from the easement parcel or Grantee's use of such parcel. Grantee covenants and agrees, and the easement is conveyed subject to such covenant, that no improvements shall be constructed on the easement parcel and that the easement will be used solely for landscaping and beautification purposes.

Grantee assumes and agrees to pay all ad valorem taxes and assessments, whether attributable to the easement or to Grantor's fee ownership of the easement, during the full term of this easement and further agrees not to encumber the easement parcel in any manner.

This easement is a personal right and privilege to Grantee and shall not be construed as an easement or right appurtenant to Grantee's adjacent property or as a covenant running with said land.

WITNESS THE SIGNATURE OF GRANTOR this 24th day of October, 1985.

UNDERWOOD DEVELOPMENT COMPANY

BY: Thomas M. Underwood, Pres.



[Handwritten Signature]  
Secretary

STATE OF MISSISSIPPI,  
COUNTY OF HINDS

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

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

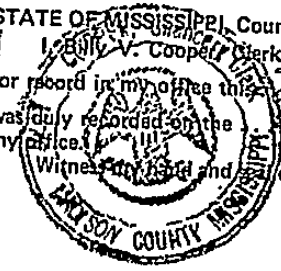
*Jean D. LeBlanc*  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires May 17, 1988



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of October, 1985, at 9:00 o'clock P. M., and was duly recorded on the 25 day of OCT 28 1985, 1985, Book No. 209 on Page 448 in my office.



Witness my hand and seal of office, this the 28 day of OCT 28 1985, 1985.

BILLY V. COOPER, Clerk

By B. V. Cooper, D.C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned FIDELITY FINANCIAL SERVICES, INC., by these presents, does hereby sell, convey and warrant unto MARGIE WASHINGTON, the land and property which is situated in Madison County, Mississippi, described as follows, to-wit:

Commencing at an iron pin at the Northwest corner of the Southeast Quarter of Section 32, Township 8 North, Range 1 East, Madison County, Mississippi; thence South 02 degrees 37 minutes West for 215.0 feet along the East edge of a County Road to an iron pin and the intersection of a County Road; thence, South 66 degrees 30 minutes East for 202.5 feet along the North edge of said County Road to an iron pin; thence, South 60 degrees 50 minutes East for 191.1 feet along the North edge of said County Road to an iron pin, said point being the Point of Beginning.

Thence, continue along the North edge of the County Road South 73 degrees 36 minutes East for 200.0 feet to an iron pin; Thence, North 05 degrees 09 minutes East for 222.37 feet to an iron pin; thence, North 73 degrees 36 minutes West for 200.0 feet to an iron pin in a North-South fence; Thence, South 05 degrees 09 minutes West for 222.37 feet along said wire fence to the Point of Beginning.

The above described tract being situated in the NW 1/4 of SE 1/4 of Section 32, Township 8 North, Range 1 East, Madison County, Mississippi.

Excepted from this conveyance and its warranty are the known title exceptions, namely:

1. Oil, gas and mineral rights outstanding.
2. Zoning ordinances of Madison County, Mississippi, in Book AD at Page 266.
3. Ad valorem taxes for the year 1985, and forward.

WITNESS the signature and seal of the Grantor hereto  
affixed on this the 21<sup>st</sup> day of October, 1985.

FIDELITY FINANCIAL SERVICES, INC.

BY: Jim McCrory, Mgr.  
Manager

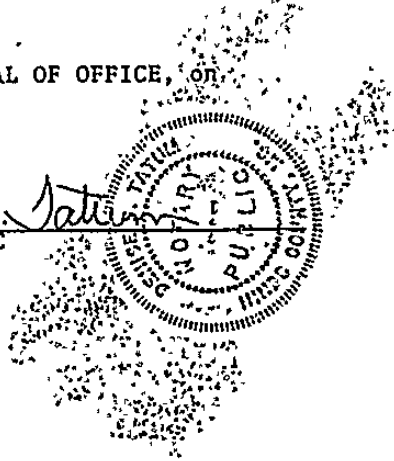
STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 209 PAGE 450

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JIM MCCRORY, Manager, of FIDELITY FINANCIAL SERVICES, INC., who as such Manager acknowledged before me that he signed, sealed, and delivered the foregoing instrument for the purposes recited on the date therein set forth as the act and deed of said corporation, he being first duly authorized so to do.

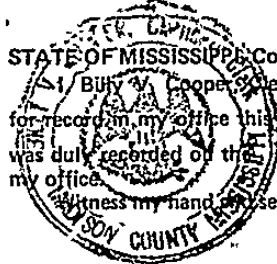
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this the 21<sup>st</sup> day of October, 1985.

Denise D. Tatum  
NOTARY PUBLIC



My Commission Expires:  
My Commission Expires December 19, 1989

GRANTOR'S ADDRESS: 414 South State Street, Jackson, MS 39201  
GRANTEE'S ADDRESS: 166 York Drive, Jackson, MS 39209



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of October, 1985, at 9:00 o'clock P.M., and was duly recorded on the OCT 28 1985 day of OCT 28 1985, 1985, Book No. 209 on Page 449 in my office.

Witness my hand and seal of office, this the OCT 28 1985 of 1985, 1985.  
BILLY V. COOPER, Clerk  
By D. Wright, D.C.

MEMORANDUM OF OPTION

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 which is hereby acknowledged, UNDERWOOD DEVELOPMENT COMPANY, a Mississippi corporation (hereinafter referred to as the Optionor), does hereby give, grant, sell and convey unto H. HENRY HEDERMAN, SR., and H. HENRY HEDERMAN, JR., as trustee of the H. H. Hederman Trust for Gail Hederman Salter dated December 31, 1975, and as trustee of the H. H. Hederman Trust for H. Henry Hederman, Jr. dated December 31, 1975 (hereinafter referred to as Optionees), an exclusive and irrevocable option to purchase on or before September 29, 1985, that certain property lying and being situated in Sections 34 and 35, Township 7 North, Range 1 East, Madison County, Mississippi, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

Upon the payment of additional consideration, Optionees have the right and option to extend their option to purchase said land for a maximum of eight (8) additional periods of thirty (30) days each from and after September 29, 1985.

In the event this option is exercised, the purchase price of such property and all other terms and conditions of this option shall be in accordance with the terms and conditions of a detailed Option Agreement of even date herewith between the parties.

WITNESS THE SIGNATURE of the undersigned Optionor, as of the 26th day of July, 1985, but actually on this the 15<sup>th</sup> day of October, 1985.

UNDERWOOD DEVELOPMENT COMPANY

By: Thomas M. Underwood  
THOMAS M. UNDERWOOD, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF Hinds

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named Thomas M. Underwood, who acknowledged to me that he is President of Underwood Development Company, a Mississippi corporation, and that as such officer and being duly authorized so to do, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said corporation.

GIVEN under my hand and official seal of office, this, the 15th day of October, 1985.

*Dorinda Eileen Tedford*  
NOTARY PUBLIC

My Commission Expires:

August 7, 1987

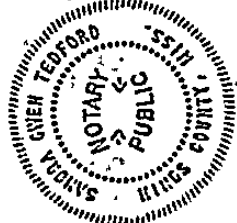




EXHIBIT "A"

A parcel of land situated in the W 1/2 of the SW 1/4 of Section 35 and the E 1/2 of the SE 1/4 of Section 34, T7N, R1E, Madison County, Mississippi. The said parcel being more particularly described as follows:

Commence at the NE corner of the SW 1/4 of the aforesaid Section 35, T7N, R1E, Madison County, MS, and run thence southerly along the East boundary of said SW 1/4 of Section 35 for a distance of 14.5 feet to the intersection of said East boundary of the SW 1/4 of Section 35 with the centerline of Interstate Highway No. 220 according to the R-O-W map of Federal Aid Project I-IG-220-3(2) 41 for Hinds and Madison Counties, between Interstate No. 20 and Interstate No. 55, Sheet 9 of 10, as prepared by the Mississippi State Highway Department; run thence South 50°31'30" West along said centerline of Interstate Highway 220 for a distance of 2,034 feet; run thence North 39°28'30" West for a distance of 230.0 feet to a concrete monument, opposite the centerline station 697+00 and on the West R-O-W line of Interstate Highway 220, according to the aforesaid R-O-W map; run thence South 56°14'08" West along the said West R-O-W line of Interstate Highway 220 for a distance of 230.29 feet to the point located on the West R-O-W line of Business Park Drive, as said street exists this date; said point being the point of beginning of the herein described parcel; continue thence South 56°14'08" West along the said West R-O-W line of Interstate Highway 220 for a distance of 500.00 feet to a point; run thence North 39°28'30" West for a distance of 653.32 feet to a point located on the South R-O-W line of Highpoint Drive, as said street exists this date; run thence North 53°16'30" East along the said South R-O-W of Highpoint Drive for a distance of 220.93 feet to the point of curvature of a 27.2461 degree curve having a central angle of 31°00'; run thence along said curve to the left and along the said South R-O-W line of Highpoint Drive for a distance of 113.78 feet to its point of tangency; run thence North 22°16'30" East along the said South R-O-W line of Highpoint Drive for a distance of 30.0 feet to the point of intersection of the said South R-O-W line of Highpoint Drive with the West R-O-W line of Business Park Drive, as said street exists this date; run thence South 67°43'30" East along the said West R-O-W line of Business Park Drive for a distance of 205.00 feet to the point of curvature of a 15.6000 degree curve having a central angle of 28°15'00"; run thence along said curve to the right and along the said West R-O-W line of Business Park Drive for a distance of 181.14 feet to its point of tangency; run thence South 39°28'30" East along the said West R-O-W line of Business Park Drive for a distance of 377.00 feet to the point of beginning and containing 7.376 acres,

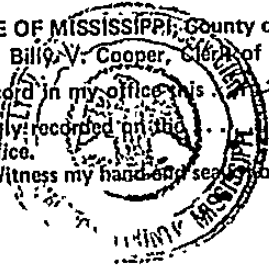
STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 28 day of October, 1985 at 11:00 o'clock AM, and was duly recorded on the 28 day of OCT, 1985, in 19 Book No. 209 on Page 451 in my office.

Witness my hand and seal of office, this the 28 day of OCT, 1985, at 11:00 o'clock AM, in my office.

BILLY V. COOPER, Clerk

By [Signature], D.C.



C

BOOK 209 PAGE 454  
WARRANTY DEED

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, I, the undersigned CHRISTIANE M. TESSIER do hereby sell, transfer, convey and warrant unto PAT O'MIRE and LEONARD O'MIRE, jointly, the following described land lying in and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Lot 7, Natchez Trace Village, Part 2, a Subdivision according to a Map or Plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, in Plat Book 6, Page 22, 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 and restrictive covenants of record.

The Ad Valorem Taxes for the year 1985 shall be pro-rated as of the date of sale.

WITNESS my signature, this the 16<sup>th</sup> day of September, 1985.

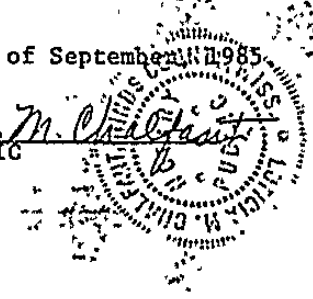
*Christiane M. Tessier*  
Christiane M. Tessier

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority at law in and for the aforesaid jurisdiction, the within named Christiane M. Tessier, who, acknowledged that she executed the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal, this the 16<sup>th</sup> day of September, 1985.

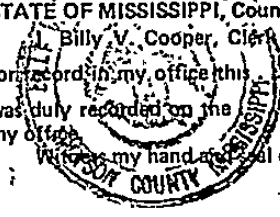
*Leticia M. Chast*  
NOTARY PUBLIC



My Commission Expires:  
My Commission Expires Oct. 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 28<sup>th</sup> day of October, 1985, at 9:00 o'clock A.M., and was duly recorded on the 28<sup>th</sup> day of OCT 28 1985, Book No. 209 on Page 454 in my office.



BILLY V. COOPER, Clerk

By *L. Wright* D.C.

DURABLE  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, ROBERT W. WARREN, JR., of Jackson, Hinds County, Mississippi, do hereby name, nominate and appoint my Father, ROBERT W. WARREN, SR., of Jackson, Hinds County, Mississippi, as my attorney-in-fact and of record and hereby authorize and empower him to do and perform all acts as if I were personally present including but not limited to the leasing or selling of the following described real estate, its improvements and their contents, located in Madison County, Mississippi, to-wit:

A piece of property presently occupied by Mike McRee d/b/a Automotive Audio being approximately 11,000 square feet being 150 feet on the north side, 41 feet on the west side, 110 feet on the east side, 156 feet on south side, facing Dyess Road on the service road at the I-55 interchange.

The additional property being approximately 5,000 square feet is a triangular strip of land in front of the above which is now a part of the right-of-way of Dyess Road and which when Dyess Road is paved will be deeded to the Seller and will become a part of this transaction.

All of the above described property being more particularly described in Exhibit "A" Attached hereto.

My attorney-in-fact shall not be required to give bond or account to any court or any other person for any acts taken hereunder and no one dealing with my attorney-in-fact need inquire into his authority to act for me.

This power of attorney shall be recorded in the office of the Chancery Clerk of Madison County, Mississippi, and shall, after recording, remain in full force and effect until it is revoked by me in writing filed of record with such Chancery Clerk, or my death. This power of attorney shall not be affected by my subsequent disability or incompetence.

WITNESS MY SIGNATURE this the 21<sup>st</sup> day of December, 1984.

  
ROBERT W. WARREN, JR.

City of Bangalore  
State of Karnataka India

BOOK 3140 PAGE 491

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, Robert W. Warren, Jr., who acknowledged that he signed, executed and delivered the above and foregoing Durable Power of Attorney on the day and year therein mentioned.

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Given under my hand and official seal this the 21st day of December, 1984.

[Signature]  
21<sup>st</sup> December 1984  
NOTARY Bangalore  
S.No. F 5013/84  
MY COMMISSION EXPIRES ON  
12th DECEMBER 1985



STATE OF MISSISSIPPI County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of October, 1985 at 9:00 o'clock AM and was duly recorded on the 25 day of OCT 28 1985 OCT 28 1985 Book No 209 on Page 455  
Witness my hand and seal of office, this the ..... of ..... 19.....  
BILLY V. COOPER, Clerk  
By [Signature] ..... D.C.



WARRANTY DEED

For a valuable consideration not necessary here to mention cash in hand paid to the grantors by the grantee herein, the receipt of which is hereby acknowledged, and the further consideration of the assumption and agreement to pay by the grantee herein of the balance due on that indebtedness described in and secured by deed of trust executed by William P. White and Patricia L. White in favor of Katherine P. Leddy, dated October 4th, 1978, recorded in Land Record Book 448 at Page 524 thereof in the Chancery Clerk's Office for Madison County, Mississippi, we, WILLIAM P. WHITE and PATRICIA L. WHITE, husband and wife, do hereby convey and warrant unto MARGARET HAYES THOMAS, subject to the terms and provisions hereof, that real estate situated in the City of Canton, Madison County, Mississippi, described as:

A lot fronting on the west side of Madison Street in the City of Canton, Madison County, Mississippi, particularly described as: Beginning at the southeast corner of what was formerly known as the residence lot of Mrs. Miriam B. Shipley on the west side of Madison Street, and from said point of BEGINNING run thence south along the west margin of Madison Street 100 feet to the north margin of Fulton Street; thence west along the north margin of Fulton Street 181 feet to the east line of the property of Robert H. Powell, Jr., and Etta C. Powell; thence north along the east line of said Powell property 100 feet to the southwest corner of the aforesaid Shipley property; thence east along the south line of the aforesaid Shipley property 181 feet to the point of beginning; and being that property conveyed by the Federal Compress and Warehouse Company to Sam W. Leddy and Catherine P. Leddy by deed dated October 1, 1968, recorded in Land Record Book 113 at Page 291 thereof in the Chancery Clerk's Office for said county, and reference to said record is here made in aid of and as a part of this description.

This conveyance is executed subject to:

- (1) Zoning Ordinances and/or Governmental Regulations applicable to the above described property.
- (2) Ad valorem taxes for the year 1985, the payment of which shall be pro-rated and paid 10/12ths by the grantors and 2/12ths by the grantee.

BOOK 209 PAGE 458

(3) Restrictive covenants and easements as may now be outstanding of record, if any.

(4) Deed of trust executed by the grantors herein in favor of Katherine P. Leddy, recorded in Land Record Book 448 at Page 524 thereof in the Chancery Clerk's Office for said county, and as stated herein above and by the acceptance of this conveyance the grantee herein assumes and agrees to pay the balance now outstanding on said indebtedness in the amount of \$28,899.33, and the grantors herein covenant and warrant that said indebtedness has been reduced to the aforesaid balance.

(5) The grantors herein reserve the right to occupy and use the above described property until the 22nd day of December, 1985, and do hereby covenant and warrant that they will vacate said property on or before said date, and that they will leave said property in its present state of repair, ordinary wear and tear excepted.

WITNESS our signatures this 25th day of October, 1985.

William P. White  
William P. White

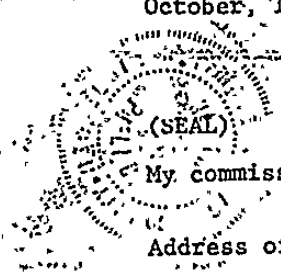
Patricia L. White  
Patricia L. White

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named WILLIAM P. WHITE and PATRICIA L. WHITE, husband and wife, who each acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 25<sup>th</sup> day of October, 1985.

Elaine C. Frazier  
Notary Public

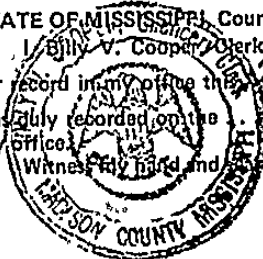


My commission expires: November 14, 1987

Address of Grantors: 126 South Madison Street, Canton, Mississippi 39046  
Address of Grantee: Canton, Mississippi 39046

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within Instrument was filed for record in my office this 25 day of October, 1985, at 9:45 o'clock a. M., and was duly recorded on the 28 day of OCT. 28, 1985, 1985, Book No. 209 on Page 458 in my office. Witness my hand and seal of office, this the 28 day of OCT 28 1985, 1985.



BILLY V. COOPER, Clerk

By B. V. Cooper, D.C.

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FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, ORA GRIFFIN, of Route 4, Carthage, Mississippi 39051, do hereby sell, convey and warrant unto MARTY GRIFFIN, of Route 4, Box 193, Carthage, Mississippi 39051, the following described land and property, situated in Madison County, Mississippi, to-wit:

Forty (40) acres evenly on the South side of the following described land: S 1/2 of SE 1/4 less thirty (30) acres off the West end thereof, in Section 14, Township 10 North, Range 5 East in Madison County, Mississippi.

Subject to any mineral sales, reservations or conveyances of record.

Said property is no part of the homestead of the grantor.

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

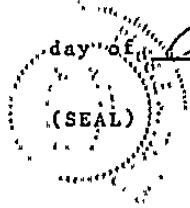
Ora Griffin  
ORA GRIFFIN

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, ORA GRIFFIN, who, acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purpose therein stated.

Ora Griffin  
ORA GRIFFIN

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

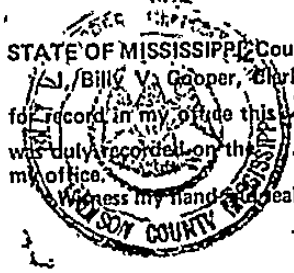


Benjie M. Travis  
NOTARY PUBLIC  
11-8-85

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of October, 1985, at 9:50 o'clock a M., and was duly recorded on the 28 day of OCT 28 1985, 1985, Book No 209 on Page 459 in my office.



OCT 28 1985, 1985  
BILLY V. COOPER, Clerk

By n. Wright, D.C.

WARRANTY DEED

BOOK 209 PAGE 460

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable 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 THOMAS L. STALLINGS and wife, MARY H. STALLINGS, as joint tenants with the right of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

Lot 131, DEERFIELD SUBDIVISION, PHASE I, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is made in aid of and as a part of this description.



The warranty contained herein is made subject to the following exceptions, 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 465 at Page 159, as amended in Book 500 at Page 443.
5. Grantees herein by their acceptance of this deed agree to join the Deerfield Property Owners Association and abide by the By-laws of such association. This membership requirement shall be a covenant running with the land and shall be binding upon the heirs, assigns and successors in interest of the herein named Grantees.



6. Grantees herein, upon the acceptance of this deed, do hereby agree to construct a residence upon the above described lot which shall contain at least 1300 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 Grantees named herein and shall be enforceable in a Court of equity.

7. An easement five-feet in width evenly off the East side of Lot 131 is hereby reserved for the purpose of construction and maintenance of a residence to be constructed upon Lot 132 of said subdivision and to permit the eaves of the residence to be constructed upon Lot 132 to overhang unto said easement as an encroachment on said Lot 131.

7. 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 21 day of Oct, 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.



GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 21 day of Oct, 1985.

Barbara Ann Pace  
Notary Public

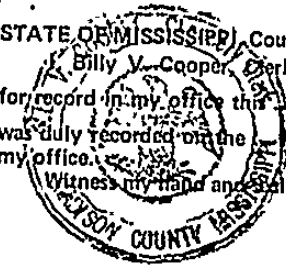
My Commission Expires:  
My Commission Expires January 4 1986

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

Grantees: Thomas L. Stallings and Mary H. Stallings  
217 Trace Harbor Road, Madison, Ms. 39110

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of October, 1985, at 10:00 clock a M., and was duly recorded on the 25 day of OCT. 28 1985, 1985, Book No. 209 on Page 461. On my office. Witness my hand and seal of office, this the 28 day of October, 1985.



BILLY V. COOPER, Clerk

By N. V. Wright, D.C.

GRANTORS:  
6049 FOREST HILL ROAD  
JACKSON MS 39212

GRANTEES:  
297 PECAN CREEK DRIVE  
MADISON, MS 39110

THE STATE OF MISSISSIPPI

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County of Madison

IN CONSIDERATION OF Ten Dollars and No/100 cash in hand paid, and for  
other valuable considerations, Eddie Charles and Jimmie Mae Harrison  
do hereby

Convey and warrant to David Albin III and Wife Mary Ann Albin

The land described as PARCEL "A"

Being situated in the SE 1/4 of Section 27, T8N-R2E, Madison County,

Mississippi, and being more particularly described by metes and

bounds as follows:

Commence at a concrete monument marking the Northwest corner of

that tract of land conveyed by deed to J. S. Harris, Jr. and Janie

Lee C. Harris as recorded in Deed Book 93 at Page 488 in the Madison

County Chancery Clerk's Office at Centon, Mississippi, and run thence

N 01°00' E for a distance of 603.50' to the POINT OF BEGINNING for

the parcel herein described; thence continue N 01°00' E for a distance

of 273.60'; thence S 80°00' E for a distance of 398.02'; thence

S 01°00' W for a distance of 273.60'; thence N 90°00' W for a distance

of 398.02' to the POINT OF BEGINNING, containing 2.50 acres more

or less.

The warranty herein is made subject to the following exceptions:

1. County of Madison and State of Mississippi ad valorem taxes for the year  
1985 are to be paid by the Grantor.

2. The ownership of oil, gas and minerals in, on or under the above described  
property are not warranted, however, the Grantor conveys unto the Grantees 1/8 of  
all oil,

3. No liens against property.

situated in the County of Madison, in the State of Mississippi

Witness our signatures the 25th day of Sept A. D., 1985

WITNESS:

William F. Beck

Eddie Charles Harrison  
Jimmie Mae Harrison

THE STATE OF MISSISSIPPI, COUNTY OF Hinds

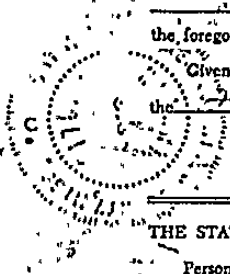
Personally appeared before me, Eddie Charles Harrison of the County of

Hinds in said State, the within named Eddie Charles Harrison

and Jimmie Mae Harrison wife of said Eddie Charles Harrison

who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal at Jackson, Mississippi, this the 25th day of Sept, A. D., 1945



Walter Lee Beckwith

THE STATE OF MISSISSIPPI, COUNTY OF Hinds

Personally appeared WILLIAM F. DICK one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposeth and saith that he saw the within named

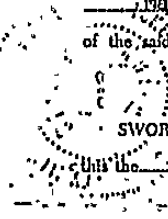
Eddie Charles Harrison and

Jimmie Mae Harrison wife of said Eddie Charles Harrison

whose names are subscribed thereto, sign and deliver the same to the said David Albin III and

Mary Ann Albin

of the said EDDIE CHARLES & JIMMIE MAE HARRISON; that he, this affiant, subscribed his name as a witness hereto, in the presence



William F. Dick Affiant.

SWORN TO and subscribed before me at the City of Jackson, Mississippi,

this the 25th day of Sept, A. D., 1945

7-11-8 E

Walter Lee Beckwith of Hinds County, Miss.

WARRANTY DEED

Filed for record \_\_\_\_\_ o'clock \_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, Clerk

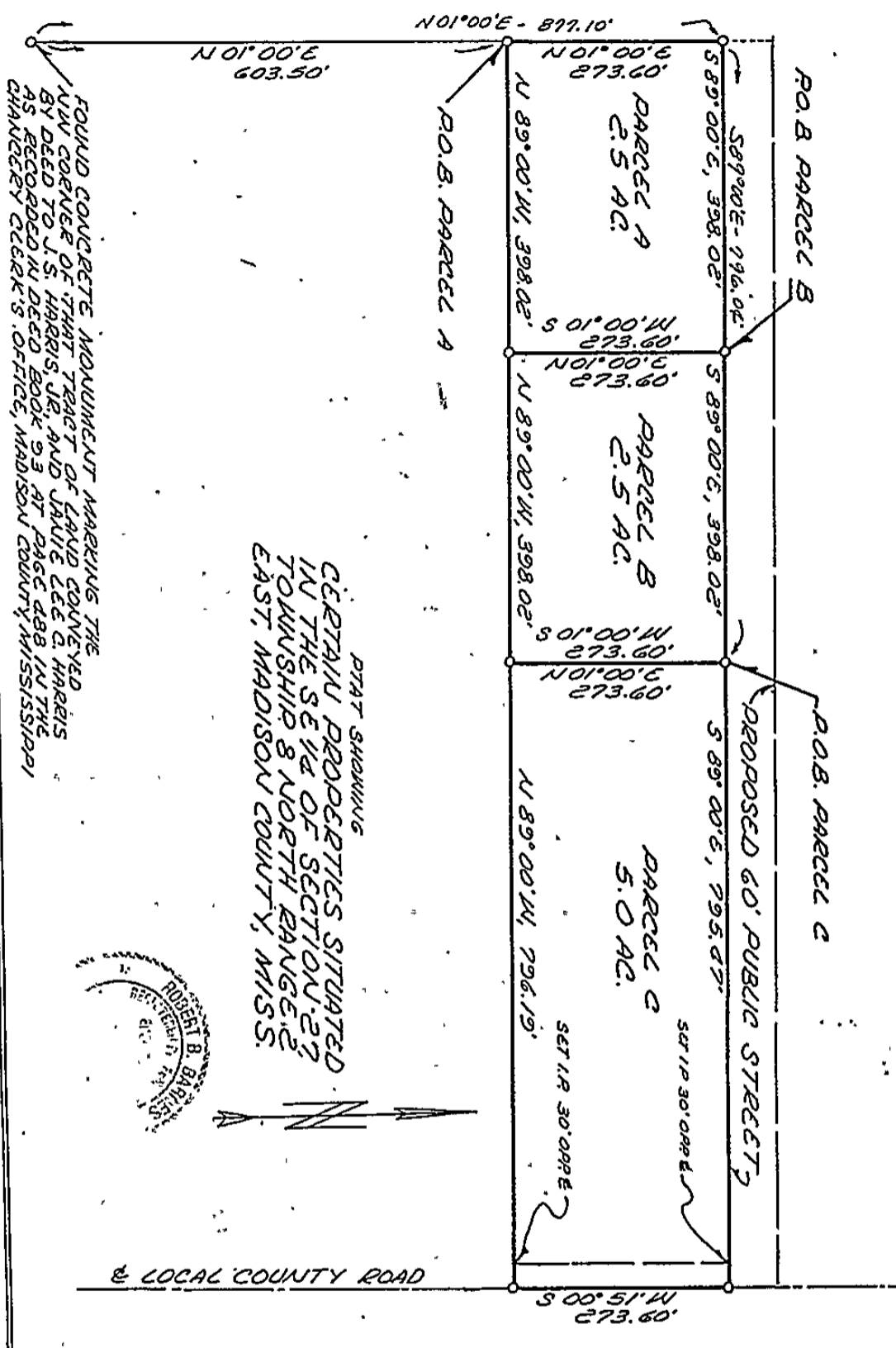
THE STATE OF MISSISSIPPI, \_\_\_\_\_ County.

I, \_\_\_\_\_ Clerk of the Chancery Court of said county, hereby certify that the within instrument of writing was filed in my office for record at \_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_ and that the same was this day recorded in Deed Record \_\_\_\_\_ on pages \_\_\_\_\_.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, Clerk. D. C.

FEES	
Filing	\$.05
Indexing	\$.05
Recording	_____ words
Certificate	\$.50
Total	\$ _____

ROBERT B. BARNES CIVIL ENGINEER & LAND SURVEYOR SCALE: 1"=150' DATE: 9-21-85



STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of October, 1985, at 10:30 o'clock A.M., and was duly recorded by me on the 28 day of OCT 28 1985, 1985, Book No. 209 on Page 464 in my office.  
 Witness my hand and seal of office, this the 25 day of OCT 25 1985, 1985.  
 BILLY V. COOPER, Clerk  
 By *H. Wright*, D.C.

C

BOOK 209 PAGE 465

WARRANTY DEED

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FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, CHARLES HARRIS, JR., of 1847 West Lake Street, #802, Chicago, Illinois 60612, do hereby convey and warrant unto POWELL HARRIS and wife, DAISY HARRIS of Route 4, Box 90, Canton, Mississippi 39046, 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:

Tract #2 on a plat prepared by Ellis Henderson, LS#1109, dated July 15, 1980, described as:

.15 acres in the Southwest Quarter of the Northeast Quarter of Section 27, Township 10 North, Range 5 East, described as follows: Being at the Southeast corner of said SW 1/4 of the NE 1/4 and run west 495 feet to the Southeast corner and point of beginning, thence run north 1326 feet, thence run west 495 feet, thence run south 1326 feet, thence run east 495 feet to the point of beginning.

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

Charles Harris Jr  
CHARLES HARRIS, JR.

STATE OF Illinois  
COUNTY OF Cook

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

Charles Harris Jr  
CHARLES HARRIS, JR.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 22nd day of Oct., 1985.

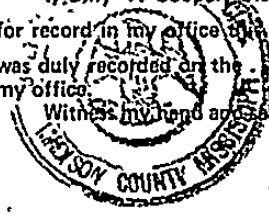
[Signature]  
NOTARY PUBLIC  
7-11-88

(SEAL) MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on the 25th day of October, 1985, at 10:50 o'clock A. M., and was duly recorded on the 28th day of October, 1985, Book No. 209 on Page 465 in my office.

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



BILLY V. COOPER, Clerk

By [Signature], D.C.

WARRANTY DEED

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INDEXED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, MARY JANE MORRIS, of 8809 So. Laylin, Chicago, Illinois 60636, do hereby convey and warrant unto POWELL HARRIS and wife, DAISY HARRIS of Route 4, Box 90, Canton, Mississippi 39046, 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:

Tract #1 on a plat prepared by Ellis Henderson, LS#1109, dated July 5, 1980, described as:

15 acre strip off the East side of the Southwest Quarter of the Northeast Quarter of Section 27, Township 10 North, Range 5 East;

WITNESS MY SIGNATURE, this the 14<sup>TH</sup> day of OCTOBER, 1985.

Mary Jane Morris  
MARY JANE MORRIS

STATE OF ILLINOIS

COUNTY OF COOK

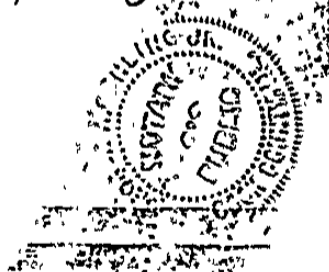
PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MARY JANE MORRIS, who, acknowledged to me that she did sign and deliver the above and foregoing instrument on the date and for the purpose therein stated

Mary Jane Morris  
MARY JANE MORRIS

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 14<sup>TH</sup> day of OCTOBER, 1985.

(SEAL) MY COMMISSION EXPIRES: December 30, 1988

Donald Bell  
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 28 day of October, 1985 at 10:50 clock A.M., and was duly recorded on the 28 day of October, 1985, Book No. 209 on Page 466 in my office.

Witness my hand and seal of office, this the 28 day of October, 1985.



BILLY V. COOPER, Clerk

By H. Wright, D.C.

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INDEXED

STATE OF MISSISSIPPI  
COUNTY OF MADISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, GEORGE WASHINGTON REID, SR., and wife, ANNIE MAE REID, Route 1, Box 195, Canton, Mississippi 39046, do hereby sell, convey and warrant unto PHIL JONES, JR., and JESSIE MAE JONES, Route 1, Box 224, Canton, Mississippi 39046, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

A parcel of land lying and being situated in Section 11, Township 10 North, Range 3 East, Madison County, Mississippi, and more particularly described as commencing at the Southwest corner of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 11, run North 89 degrees 53 minutes East 880 feet to a concrete monument, which is the Southwest corner of the one (1) acre parcel of land owned by Herman Sander, then running north along property line 317 chains to northwest corner of same said one (1) acre owned by Herman Sander, which is the point of beginning, then run west 365 chains along property line of Phil Jones, Jr., and Jessie Mae Jones to stake at road, then run north along road 165 chains, then run East 365 chains to stake, then run South 165 chains to point of beginning.

This conveyance is executed subject to the following exceptions:

1. Ad valorem taxes for the year 1985 shall be prorated with the Grantors paying 13/12ths of said taxes and the Grantees paying 1/12ths of said taxes.

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

3. Grantors retain all mineral interests which they may own lying in, on and under the above described property.

Executed this the 25 day of Oct, 1985.

George W. Reid Sr.  
WASHINGTON  
GEORGE WASHINGTON REID, SR.

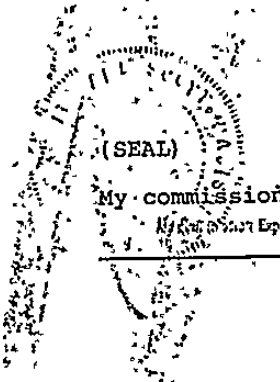
Annie Mae Reid  
ANNIE MAE REID

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, the within named SR. GEORGE WASHINGTON REID and ANNIE MAE REID, who acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

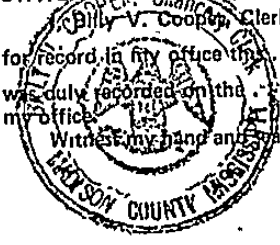
Given under my hand and official seal, this the 25th day of October, 1985.

Aquita Ann Scott  
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 on the 25 day of October, 1985, at 11:00 o'clock A. M. and was duly recorded on the 25 day of OCT. 28, 1985, Book No. 209 on Page 467 in my office.



Witness my hand and seal of office, this the OCT 28 1985 of 19.....  
BILLY V. COOPER, Clerk  
By B. Wright..... D.C.



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QUITCLAIM DEED

In consideration of the love and affection which the grantor has for the grantee herein, and for other good and valuable consideration not necessary here to mention, the receipt of which is hereby acknowledged, I, KATHERINE STEVENS (also known as Katherine H. Stevens), unmarried, do hereby convey and quitclaim unto KATHRYN RIMMER that property situated in the City of Canton, Madison County, Mississippi, described as:

All that real estate owned by the grantor that is situated within Lots 32, 34, and 36 on the west side of South Union Street when described with reference to map of the City of Canton, Madison County, Mississippi, made by George & Dunlap in 1898, reference to said map being here made in aid of and as a part of this description.

It is the intention of grantor to convey to the grantee herein all real estate that may be owned by the grantor that is situated on the west side of South Union Street in Canton, Mississippi, whether accurately and particularly described herein or not.

WITNESS my signature this 25th day of October, 1985.

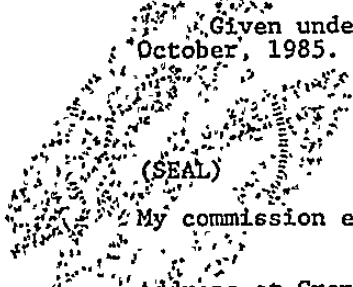
Katherine Stevens  
Katherine Stevens  
(a/k/a Katherine H. Stevens)

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforementioned jurisdiction, the within named KATHERINE STEVENS (a/k/a Katherine H. Stevens) who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 25<sup>th</sup> day of October, 1985.

R. H. Powell  
Notary Public



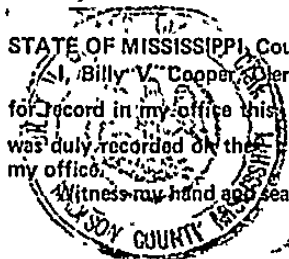
My commission expires: 5/31/89

Address of Grantor and of Grantee: 414 South Union Street  
Canton, Mississippi 39046

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 25 day of October, 1985, at 3:35 P.M., and was duly recorded on the 28 day of October, 1985, Book No. 209 on Page 469.

Witness my hand and seal of office, this the 28 day of October, 1985.



BILLY V. COOPER, Clerk

By [Signature] D.C.

WARRANTY DEED

BOOK 209 PAGE 470

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, NORTHPOINTE, INC. and TREASURE COVE DEVELOPMENT CO., LTD. d/b/a TIDEWATER PROPERTIES, a general partnership, does hereby sell, convey and warrant unto AMERICAN COLONIAL HOMES, INC., the following land and property lying and being situated in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 32, Tidewater, Part 2, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet B at Slot 74, reference to which map or plat is hereby made in aid of and as a part of this description.

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

THIS CONVEYANCE IS SUBJECT to any and all recorded building restrictions, rights of way, easements or mineral reservations applicable to the above described property.

WITNESS ITS SIGNATURE, this the 23<sup>rd</sup> day of October, 1985.

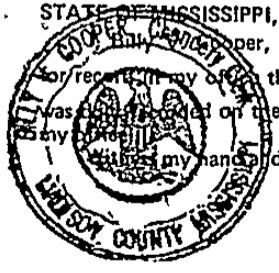
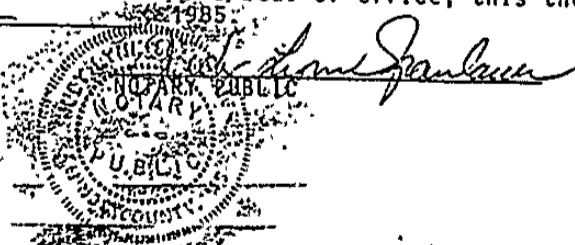
NORTHPOINTE, INC. and TREASURE COVE DEVELOPMENT CO., LTD. d/b/a Tidewater Properties, a general partnership

BY: W. L. Slaughter  
ITS: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF Hinds

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named W. L. Slaughter, who acknowledged to me that he is owner/representative of the within named NORTHPOINTE, INC. and TREASURE COVE DEVELOPMENT CO., LTD. d/b/a Tidewater Properties, a general partnership, and that for and on its behalf he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, as his own act and deed, being first duly authorized so to do. at GIVEN under my hand and official seal of Office, this the 23 day of October, 1985.

My Commission Expires \_\_\_\_\_  
By \_\_\_\_\_



STATE OF MISSISSIPPI, County of Madison: \_\_\_\_\_, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 28 day of October, 1985, at 9:00 clock a M., and was acknowledged on the 23 day of OCT. 1985, 1985, Book No 209 on Page 470 in \_\_\_\_\_ of OCT 31 1985, 1985.

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

WARRANTY DEED

BOOK 209 PAGE 471

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INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged by the undersigned, NORTHPOINTE, INC. and TREASURE COVE DEVELOPMENT CO., LTD. d/b/a TIDEWATER PROPERTIES, a general partnership, does hereby sell, convey and warrant unto AMERICAN COLONIAL HOMES, INC., the following land and property lying and being situated in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 19, Tidewater, Part 2, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet B at Slot 74, reference to which map or plat is hereby made in aid of and as a part of this description.

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

THIS CONVEYANCE IS SUBJECT to any and all recorded building restrictions, rights of way, easements or mineral reservations applicable to the above described property.

WITNESS ITS SIGNATURE, this the 23<sup>rd</sup> day of October, 1985.

NORTHPOINTE, INC. and TREASURE COVE DEVELOPMENT CO., LTD d/b/a TIDEWATER PROPERTIES, a general partnership

BY: W.L. Slaughter  
ITS: V.P.

STATE OF MISSISSIPPI  
COUNTY OF Hinds

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named W.L. Slaughter, who acknowledged to me that he is Vice President of the within named Northpointe, Inc. & Treasure Cove Dev. Co D/B/A and that for and on its behalf he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, as its own act and deed, being first duly authorized so to do.  
GIVEN under my hand and official seal of Office this the 23 day of October, 1985.

[Signature]  
NOTARY PUBLIC  
[Notary Seal]

My Commission Expires: June 22, 1987



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 28 day of October, 1985, at 9:00 o'clock A.M., and was recorded by me on the 31 day of OCT, 1985, Book No. 209 on Page 471 in my office and seal of office, this the 31 day of OCT, 1985.

BILLY V. COOPER, Clerk.

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

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, NORTHPOINTE, INC. and TREASURE COVE DEVELOPMENT CO., LTD. d/b/a TIDEWATER PROPERTIES, a general partnership, do hereby sell, convey and warrant unto CARAWAY ENTERPRISES, INC., the following land and property lying and being situated in Madison County, State of Mississippi, and being more particularly described as follows, to-wit:

8762 INDEXED

Lot 6, Tidewater, Part 2, a subdivision according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet B at Slot 74, reference to which map or plat is hereby made in aid of and as a part of this description.

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

THIS CONVEYANCE IS SUBJECT to any and all recorded building restrictions, rights of way, easements or mineral reservations applicable to the above described property.

WITNESS ITS SIGNATURE, this the 17<sup>th</sup> day of October, 1985.

NORTHPOINTE, INC. and TREASURE COVE DEVELOPMENT CO., LTD. d/b/a TIDEWATER PROPERTIES, a general partnership

BY: W L Slaughter  
ITS: VP

STATE OF MISSISSIPPI  
COUNTY OF Hinds

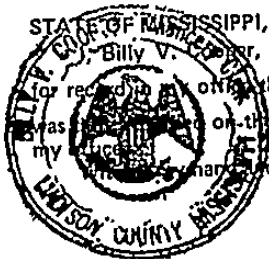
PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named W L Slaughter who acknowledged to me that he is the VP of the within named Northpointe, Inc., and Treasure Cove Development Co., Ltd., d/b/a Tidewater Properties, a general partnership, and that for and on behalf of the general partnership, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, as its own act and deed.

17<sup>th</sup> GIVEN under my hand and official seal of Office, this 17<sup>th</sup> day of October, 1985.

Archie L. Spaulding  
NOTARY PUBLIC



My Commission Expires:  
My Commission Expires June 22, 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 17<sup>th</sup> day of October, 1985, at 9:00 o'clock A. M., and was as my seal of office, this the 17<sup>th</sup> day of October, 1985, Book No. 209 on Page 472 in OCT 31 1985  
BILLY V. COOPER, Clerk  
By B. W. Wright, D.C.

C

ASSUMPTION WARRANTY DEED

BOOK 209 PAGE 473

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid; the assumption by the grantee of that certain indebtedness in favor of Mid State Mortgage Company and secured by a deed of trust on file and of record in the Office of the Chancery Clerk of Madison County, State of Mississippi in Deed of Trust Book 429 at Page 507; said deed of trust being assigned to Federal National Mortgage Association by instrument recorded in Deed of Trust Book 430 at Page 497; and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, Danny Joe Moore and Marcia R. Moore, whose address is 6765 Hamilton Circle, Olive Branch, Mississippi 38654, do hereby sell, convey and warrant unto Terri B. Jones, whose address is 245 Pecan Creek Drive, Madison, Mississippi 39110, the following described land and property situated in Madison County, State of Mississippi, to-wit:

Lot 16, Pecan Creek Subdivision, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Book 5 at Page 54, reference to which is hereby made in aid of and as a part of this description.

Advalorem taxes for the current year have been prorated by and between the parties hereto and grantee assumes payment thereof.

As part of the consideration above mentioned, the undersigned hereby transfers unto said grantee or her assigns any and all escrow accounts now being held by mortgagee mentioned above or its agents for the benefit of the undersigned.

THIS CONVEYANCE is subject to any and all protective covenants, building restrictions, rights of way, easements, mineral reservations and conveyances, and unrecorded servitudes applicable to the above described property.

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

Danny Joe Moore  
Danny Joe Moore

Marcia R. Moore  
Marcia R. Moore

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, Danny Joe Moore and Marcia R. Moore, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned.

BOOK 209 PAGE 474

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 25th day of October, 1985.

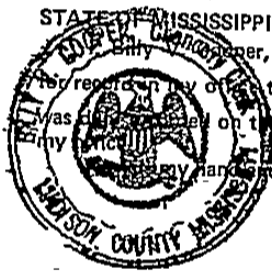
Jane E. Gault  
NOTARY PUBLIC

My Commission Expires:

July 31, 1986



STATE OF MISSISSIPPI, County of Madison:  
 I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 28 day of October, 1985 at 9:00 clock A.M. and was filed on the 28 day of October, 1985, Book No. 209 on Page 473 in my hands and seal of office, this the OCT 31 1985 of OCT 31 1985, 19.....  
 BILLY V. COOPER, Clerk  
 By B. V. Cooper, D.C.



8775

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, EDWARD L. ROBINSON, of P. O. Box 31084 Jackson, MS 39206, by these presents does hereby sell, convey and warrant unto GEORGE EDWARD TUCKER, JR. of 5130 Shirwood Jackson, MS 39211, the land and property which is situated in the County of Madison, State of Mississippi, described as follows, to-wit:

Lot 19, Treasure Cove, Part 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B at Slide 17, reference to which is hereby made in aid of and as part of this description.

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

IT IS AGREED and understood that the taxes for the current year have been prorated on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantee or his assigns any amount which is deficit on an actual proration and likewise, the Grantee agrees to pay to the Grantor any amount overpaid by him. Subject property is no part of the Grantors homestead.

WITNESS THE SIGNATURE of the Grantor; this the 24 day of October, 1985.

*Edward L. Robinson*  
EDWARD L. ROBINSON

STATE OF MISSISSIPPI  
COUNTY OF HINDS

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

GIVEN UNDER MY HAND and official seal of office this the 24 day of October, 1985.

*H. James Carter, III*  
NOTARY PUBLIC

My Commission Expires 5/20/89



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 28 day of Oct, 1985 at 5:00 o'clock P.M., and was duly recorded on this 31 day of OCT. 31, 1985, 1985, Book No. 209, on Page 475. My official seal of office, this the 31 day of OCT 31 1985, 1985.

BILLY V. COOPER, Clerk

By *B.V.* D.C.

WARRANTY DEED

BOOK 209 PAGE 476

8782

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, First Mark Homes, Inc., a Mississippi Corporation acting by and through its duly authorized officer, does hereby sell, convey and warrant unto, Howard W. Schmidt, a single person, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Lot Eighty-Eight (88), POST OAK PLACE, PART III-A, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slot 78 thereof, reference to which is here made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURE of the Grantor, this the 24th day of October, 1985.

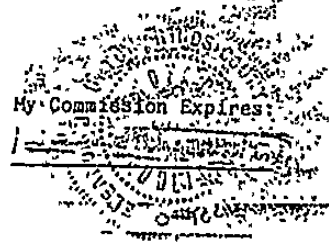
*Thomas M. Harkins, Jr.*  
First Mark Homes, Inc., a Mississippi Corporation

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas M. Harkins, Jr. who acknowledged to me that he is the President of First Mark Homes, Inc., a Mississippi Corporation, and that he, as such President, signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

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

*Eleanor H. Kipton*  
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 my office this 28 day of Oct, 1985, at 9:00 clock A.M., and recorded on the 31 day of OCT 31 1985, 1985, Book No. 209, on Page 476. in my hand and seal of office, this the 31 day of OCT 31 1985, 1985.

BILLY V. COOPER, Clerk  
By *M. Goodloe*, D.C.



WARRANTY DEED

BOOK 209 PAGE 477

8783

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Good Earth Development, Inc., a Mississippi Corporation acting by and through its duly authorized officer, does hereby sell, convey and warrant unto Charles Douglas Wilson, a single person, the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

Lot Twenty-Two (22), BOARDWALK SUBDIVISION, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet B, Slide 7; thereof, reference to which is here made in aid of and as a part of this description.

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

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

WITNESS THE SIGNATURE of the Grantor, this the 24th day of October, 1985.

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

Mississippi Corporation  
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Mark S. Jordan who acknowledged to me that he is the President of Good Earth Development, Inc., a Mississippi Corporation, and that he, as such President, signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as the act and deed of said corporation, he having been first duly authorized so to do.

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

*E. L. ...*  
-----  
NOTARY PUBLIC

My Commission Expires  
My Commission Expires



STATE OF MISSISSIPPI, County of Madison:  
Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record on this 28 day of Oct, 1985, at 5:00 o'clock P.M., and was filed on the 31 day of OCT 31 1985, 1985, Book No. 209 on Page 477 in my office. Witness my hand and seal of office, this the 31 day of OCT 31 1985, 1985.

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

BOOK 209 PAGE 478

INDEXED

WARRANTY DEED

8781

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, MARK S. JORDAN, do hereby sell, convey and warrant unto GOOD EARTH DEVELOPMENT, INC., a Mississippi corporation, the following described land and property lying and being situated in the County of Madison, State of Mississippi, to-wit:

Lot Twenty-Two (22), BOARDWALK SUBDIVISION, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, State of Mississippi, in Plat Cabinet B, Slide 71 thereof, reference to which is here made in aid of and as a part of this description.

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

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

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

WITNESS MY SIGNATURE this the 25 day of October, 1985.

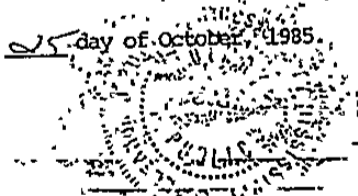
Mark S. Jordan  
MARK S. JORDAN

STATE OF MISSISSIPPI  
COUNTY OF HINDS

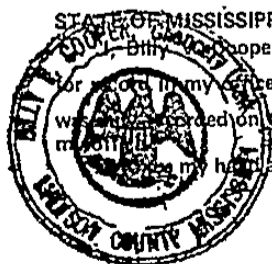
Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Mark S. Jordan, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for the purposes therein stated, as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

GIVEN under my hand and official seal of office, this the

25 day of October, 1985.



E. J. Huber  
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 28 day of Oct., 1985, at 9:00 clock P.M., and was recorded on the 31 day of OCT. 31, 1985, 19....., Book No. 209 on Page 478, in my hand and seal of office, this the 31 day of Oct., 19.....

BILLY V. COOPER, Clerk

By M. D. Doolittle....., D.C.

BOOK 209 PAGE 479

WARRANTY DEED

INDEXED  
8785

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 Nina D. McCaslin Butler, whose mailing address is P.O. Box 46, Ridgeland, MS 39158, does hereby sell, convey and warrant unto Marjorie L. Smith and Hallie W. Goodman, as joint tenants with full rights of survivorship and not as tenants in common, whose mailing address is 138 McCormick Drive, Ridgeland, MS 39157, the following land and property located and situated in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit:

LOT 67, GREENBROOK SUBDIVISION, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, recorded in Plat Cabinet B, Slide 24, reference to which is hereby made in aid of and as a part of this description.

THE ABOVE DESCRIBED PROPERTY constitutes no part of the homestead of the undersigned Grantor.

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

THIS CONVEYANCE is subject to any and all recorded building restrictions, rights of way, easements or mineral reservations applicable to the above described property.

WITNESS the respective hand and signature of the undersigned Grantor hereto affixed on this the 25th day of October, 1985.

*Nina D. McCaslin Butler*  
Nina D. McCaslin Butler

STATE OF MISSISSIPPI  
COUNTY OF HINDS

BOOK 209  
PAGE 430

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

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this 25th day of October, 1985.

*Mickie Altus*  
NOTARY PUBLIC

My Commission Expires: My Commission Expires March 12, 1989



STATE OF MISSISSIPPI, County of Madison:  
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record on this 28 day of Oct, 1985, at 9:11 o'clock a M., and was recorded on the 209 day of OCT 31 1985, 19....., Book No. 209 on Page 479 in my hands and seal of office, this the OCT 31 1985....., 19.....  
BILLY V. COOPER, Clerk  
By n. Wright....., D.C.

BOOK 209 PAGE 481

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

8786 INDEXED

No 7608

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

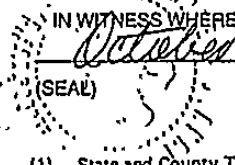
I, Billy V. Cooper, the undersigned Chancery Clerk in and for the County and State aforesaid, having this day received from

Walter Hudson the sum of One hundred thirty six dollars and 64 cents (\$136.64) 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: E 1/2 E 1/2 NE 1/4 less 1A DB 153-151, 18, 11, 4E.

Which said land assessed to Hudson, Walter & Colene and sold on the 26th day of August 1985, to Greg Merritt 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 28th day of October 1985 Billy V. Cooper, Chancery Clerk. By M. Wright, D.C.



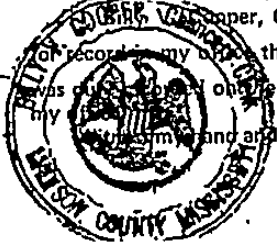
STATEMENT OF TAXES AND CHARGES

Table listing 20 items of taxes and charges with dollar amounts. Total: \$136.64. Includes items like State and County Tax Sold, Interest, Tax Collector's 2% Damages, etc.

Excess bid at tax sale \$ 131.91 (Greg Merritt), 2.73 (Berk), 2.00 (Sec. Fee), 136.64 (Total).

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 on this 28th day of October 1985, at 10:30 o'clock A.M., and was duly recorded on this 28th day of October 1985, Book No. 209 on Page 481.

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

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FAYE G. VAUGHAN, A SINGLE PERSON, by and through her Agent and Attorney-in-Fact, Daniel F. Collins, pursuant to Power of Attorney dated October 9, 1985, and recorded in Book 209 at page 147 in the records in the office of the Chancery Clerk of Madison County, Mississippi, Grantor, does hereby convey and forever warrant unto J. PAUL STOCKWELL and wife, BETTY C. DEES STOCKWELL, as joint tenants with full rights of survivorship and not as tenants in common, Grantees, the following described real property lying and being situated in City of Ridgeland, Madison County, Mississippi, to-wit:


Lots 8, 9 and 10 and 25 feet evenly off the west end of Lot 11 all in Block 32, Village of Ridgeland, according to map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County, Mississippi.

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

1. City of Ridgeland and County of Madison ad valorem taxes for the year 1985, which are liens, but are not yet due or payable and which shall be prorated as of the date hereof.
2. City of Ridgeland, 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 28 day of October, 1985.

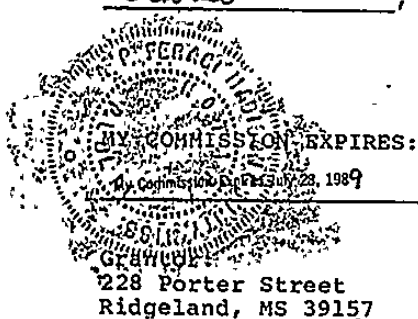
FAYE G. VAUGHAN

BY:   
 Daniel F. Collins, Agent and Attorney-in-Fact

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named DANIEL F. COLLINS, Agent and Attorney-in-Fact for Faye G. Vaughan, who stated and acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 28<sup>th</sup> day of October, 1985.

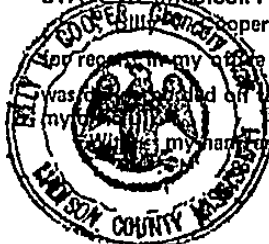


Daniel F. Collins  
NOTARY PUBLIC

Grantee: -  
2328 Twin Lakes Circle  
Jackson, MS 39211

DM

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed and recorded in my office this 28 day of October, 1985, at 4:15 o'clock P. M., and was filed on the OCT 31 1985 day of October, 1985, Book No. 209 on Page 482. in my hand and seal of office, this the OCT 31 1985 of October, 1985.

BILLY V. COOPER, Clerk  
By Michelle Faddog, D.C.

WARRANTY DEED

INDEXED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned WOODDALE, LTD., a Mississippi Limited Partnership, does hereby sell, convey and warrant unto BRENT L. JOHNSTON, the following described land and property lying and being situated in Madison County, State of Mississippi, more particularly described as follows, to-wit:

Part of Lot 35 of SPRING BROOK FARMS SUBDIVISION in Madison County, Mississippi as recorded in Plat Cabinet B, Slide 76, and described as follows:

Begin at the Southeast corner of said Lot 35 and run thence Westerly along an arc to the right having a radius of 788.51 feet, a distance of 242.9 feet, said arc has a chord of North 87°35' West, a distance of 241.94 feet; thence North 78°46' West, a distance of 185.0 feet; thence North 54°16'17" East, a distance of 353.29 feet; thence North 28°45'05" East, a distance of 71.56 feet; thence North 10°09'33" West, a distance of 208.13 feet; thence North 70°05'44" West, a distance of 181.94 feet to the Westerly line of said Lot 35; thence North 22°00' East along said Westerly line, a distance of 86.49 feet to the Northwest corner of said Lot 35; thence South 78°22' East along the Northerly line of said Lot 35, a distance of 325.0 feet to the Northeast corner of said Lot 35; thence South 3°56' West along the Easterly line of said Lot 35, a distance of 598.12 feet to the point of beginning, containing 3.36 acres, more or less.

TOGETHER WITH a nonexclusive easement for the control of backwater from the lake on the above described property and drainage control over and across a portion of Lot 11 of Spring Brook Farms Subdivision, said strip being forty (40) feet in width by three hundred fifty (350) feet in length lying east of and adjacent to the east boundary line of said Lot 35 and being more particularly described as follows:

Begin at the southeast corner of said Lot 35 and run thence North 03°56' East 350 feet to a point, thence run South 87°35' East 40 feet to a point, thence run South 03°56' West 350 feet, more or less to a point on the North ROW line of Hunt Circle, thence westerly along the North ROW line of Hunt Circle 40 feet, more or less to the point of beginning.

Lot 35 Spring Brook Farms Subdivision is being subdivided by this conveyance and a portion of Lot 35 will be combined with a portion of Lot 28 Spring Brook Farms Subdivision and each of the three (3) lots formed by this division will comply with the restrictive covenants which provide that no lot may be subdivided into a tract or tracts containing less than three (3) acres.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date on an estimated basis,



and when said taxes are actually determined, if the proration as of this date is incorrect, then the grantor agrees to pay to said grantees or their assigns any deficit on an actual proration.

THIS CONVEYANCE is subject to prior reservations by predecessors in title of all oil, gas and other minerals in, on or under the above described property as reserved in instrument recorded in Book 161 at Page 713.

THIS CONVEYANCE is subject to the terms and conditions of those certain Restrictive and Protective Covenants dated March 29, 1985 and filed for record in the office of the Chancery Clerk of Madison County, Mississippi.

THIS CONVEYANCE is subject to those certain utility easements affecting subject property as shown on the recorded plat of the aforesaid subdivision.

There is a lake located within the boundaries of Lot 35 of Spring Brook Farms Subdivision and the undersigned Grantor does hereby impose the following covenants pertaining to the use and maintenance of said lake on the above described property and the lot that is formed by combining the remaining portion of Lot 35 with a portion of Lot 28, to-wit:

1. Lake is to be a fishing lake, and fertilization and liming of the water shall be permitted.
2. Only electrical motors such as trolling motors can be used on the lake. No gasoline motors are permitted without the consent of both lot owners.
3. Both lot owners are to have free use of the surface waters of 100% of the lake and no fences of any type may be constructed in the lake on the property lines or within fifty (50) feet of the North shore of the lake without the written permission from the other lot owner, provided however, each lot owner may restrict the other lot owner from using the shore line on his property for fishing or any other purpose.
4. The cost of the maintenance of the lake Dam/Spillway and the peninsula at the North end of the lake are to be shared equally by the two lot owners regardless of the number of feet of shore line owned by each lot owner. Maintenance of the dam is to include cutting the dam grass from the water level to the other side of the dam to the county road.
5. No trees within thirty (30) feet of the shore line may be cut without written permission of the other lot owner.
6. No pollutant of any type may be permitted to drain into the lake.
7. No ducks, geese, swans or any other such birds may be kept in the lake as pets or for any other reason.

8. The peninsula in the lake is to be considered part of the lake and may be used by both lot owners with no restrictions due to property lines.

9. Only Bream and Bass may be stocked in the lake. White Perch may not be stocked in the lake.

10. Both Lot owners are prohibited from taking any action that would decrease the size of the lake and from taking any action that would change the lake in any way.

11. Both Lot owners are required to install Health Department approved individual home waste water treatment systems or plants and are prohibited from installing a septic tank system. A minimum of seventy-five (75) feet of Health Department approved field line is required with the individual home waste water treatment system. Both Lot owners are required to locate the treatment systems and field lines to keep drainage into the lake or onto the adjoining lot to a minimum.

12. The above and foregoing restrictions may be amended by the written agreement of both lot owners.

WITNESS THE SIGNATURE OF THE UNDERSIGNED, this the 23<sup>rd</sup> day of October, 1985.

WOODDALE, LTD.  
A Mississippi Limited Partnership

BY: MCCOOL, VAN DEVENDER & POOLE  
a Mississippi General  
Partnership, General Partner

By: Grady L. McCool, Jr.  
Grady McCool, Jr.  
General Partner

By: William J. Van Devender  
William J. Van Devender  
General Partner


By: James E. Poole, Jr.  
James E. Poole, Jr.  
General Partner

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named GRADY McCOOL, JR., WILLIAM J. VAN DEVENDER AND JAMES E. POOLE, JR., personally known to me to be the General Partners of the within named McCOOL, VAN DEVENDER & POOLE, a Mississippi General Partnership, which is the General Partner of the within named WOODDALE, LTD., a Mississippi Limited Partnership, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said General Partnership and as its own act and deed, while acting as the General Partner of the aforesaid WOODDALE, LTD., they having been first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 23rd day of October, 1985.

*William J. Van Devender*  
NOTARY PUBLIC  


My Commission Expires:  
My Commission Expires Nov 23, 1985

GRANTOR'S ADDRESS:  
P. O. Box 5371  
Jackson, MS 39216

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



MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed to my office this 29th day of October, 1985, at 8:30 o'clock A. M., and was recorded on the NOV 1 1985 day of NOV, 1985, Book No 209 on Page 484 in my files and seal of office, this the NOV 1 1985 day of NOV, 1985.

BILLY V. COOPER, Clerk

By M. Deady, D.C.

GRANTOR'S ADDRESS 109 FLORENCE ST., HAMMOND, LA. 70401

8793

GRANTEE'S ADDRESS 110 Rivington Lane Jackson, MS 39211

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, CHARLES K. BANKESTER and wife, MARY LYNN BANKESTER do hereby sell, convey and warrant unto JOSEPH C. GILBERT and wife, BARBARA S. GILBERT as joint tenants with full rights of survivorship and not as tenants in common the following described land and property lying and being situated in Madison County, Mississippi, to-wit:

Lot 59 of GATEWAY NORTH, PART II (2), a subdivision according to the map or plat thereof on file and record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Book 5 at Page 44, reference to which map or plat is hereby made in aid of and as a part of this description.

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

Grantees assume and agree to pay that certain deed of trust executed by Charles K. Bankester and Noel K. Bankester to Mid State Mortgage Company dated 10/19/76, and recorded in Book 423 at Page 776 in the office of the aforesaid clerk, assigned to FNMA, recorded in Book 424 at Page 214.

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

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

WITNESS OUR signatures this the 25th day of October, 1985.

Charles K. Bankester  
CHARLES K. BANKESTER

Mary Lynn Bankester  
MARY LYNN BANKESTER

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally came and appeared before me the undersigned authority duly authorized by law to take acknowledgements in and for said County and State, the within named, CHARLES K. BANKESTER and wife, MARY LYNN BANKESTER who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

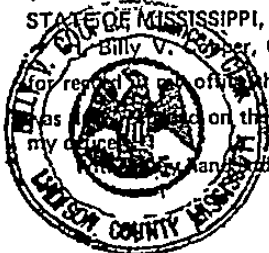
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 25th day of October, 1985.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-16-89

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 this 29 day of October, 1985, at 9:00 o'clock P. M., and as my office is on the NOV 1 1985 day of NOV 1 1985, 1985, Book No. 209 on Page 488.

NOV 1 1985  
BILLY V. COOPER, Clerk

By M. Doolittle D.C.

MINERAL RIGHT AND ROYALTY TRANSFER  
(To Undivided Interest)

8802

STATE OF MISSISSIPPI  
COUNTY of MADISON

KNOW ALL MEN BY THESE PRESENTS INDEXED

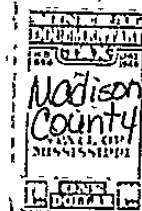
that MARJORIE BARNES CROCKETT, sole and only heir of  
CHARLES W. CROCKETT, JR., deceased

of Rapides Parish, Louisiana  
hereinafter called grantor (whether one or more and referred to in the singular number and masculine gender), for and in consideration of the sum of ---ten--- Dollars  
\$ 10.00 and other good and valuable considerations, paid by J. BRADLEY JEFFREYS  
POST OFFICE BOX 251, JACKSON, MISSISSIPPI 39205

hereinafter called grantees the receipt of which is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto said grantee an undivided one-thirty-second (1/32) interest in and to all of the oil, gas and other minerals of every kind and character in, on or under that certain tract or parcel of land situated in the County of Madison State of Mississippi, and described as follows:

TOWNSHIP 9 NORTH, RANGE 1 WEST

The E/2 of SW/4 less 6.8 acres in the northeast corner, said 6.8 acres being 8.20 chains north and south by 8.30 chains east and west, and 11.7 acres off the west side of 20 acres off the south end of the SE/4 of NW/4, and SW/4 of NW/4, less 3.3 acres off the north end of 6.6 acres off the east side thereof and less 3.93 acres in the southwest corner, particularly described as commencing at a point on the section line dividing Sections 35 and 34, Township 9 North, Range 1 West, at a point on section line 50 yards south of the old cistern, going thence north 347.83 yards, thence east 55 yards, thence south 347.83 yards, thence west 55 yards to the beginning, owned by Mr. Smith; also the NW/4 of NW/4, less 6.6 acres off the east side, all in Section 35, Township 9 North, Range 1 West, containing 151.5 acres, more or less. It is intended to describe all of grantor's mineral interest in said section.



TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals in, on or under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said grantee, his heirs, successors and assigns, forever; and grantor herein for himself and his heirs, executors and administrators hereby agrees to warrant and forever defend all and singular the said interest in said minerals, unto the said grantee, his heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee shall have the right at any time (but is not required) to redeem for Grantor, and by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, if any, heretofore made or being contemporaneously made from grantor to grantee, but, for the same consideration hereinabove mentioned, grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto grantee, his heirs, successors and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto grantee, his heirs, successors and assigns.

WITNESS the signature of the grantor this 25th day of October, 1985

Witnesses:  
Deborah Cooper

X Marjorie Barnes Crockett  
Marjorie Barnes Crockett, sole and only heir of Charles W. Crockett, Jr., dec'd.

STATE OF ~~MISSISSIPPI~~ Louisiana  
Parish of Rapides

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named Marjorie Barnes Crockett

who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein named as her free and voluntary act and deed.

Given under my hand and official seal, this the 25th day of October, A. D., 19 85

SEAL

My commission expires: at death

X Salvina M. Salter  
Notary Public

STATE OF MISSISSIPPI,  
COUNTY OF \_\_\_\_\_

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, \_\_\_\_\_, one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath deposed and saith that he saw the within named \_\_\_\_\_

whose name \_\_\_\_\_ subscribed thereto, sign and deliver the same to \_\_\_\_\_

that he, this affiant, subscribed his name thereto as a witness in the presence of the said \_\_\_\_\_

and \_\_\_\_\_, the other subscribing witness; that he saw \_\_\_\_\_ the other subscribing witness, subscribe his name as witness thereto in the presence of the said \_\_\_\_\_

and that the subscribing witnesses subscribed their names to said instrument in the presence of each other on the day and year therein named.

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19 \_\_\_\_\_

MINERAL RIGHT  
AND ROYALTY TRANSFER

To \_\_\_\_\_

Filed for Record this 29

day of October, A. D., 19 85

At 9:00 o'clock PM

\_\_\_\_\_ Clerk of the Chancery Court  
NOV 1 1985  
\_\_\_\_\_ County, Mississippi

M. Doolley  
Deputy

J. Bradley Coffey  
Notary Public

for due



800  
100 MS  
900 due

C

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 209 PAGE 491

SUBSTITUTED TRUSTEE'S DEED

8803

INDEXED

WHEREAS, on December 22, 1977, THEREL G. LAWRENCE and wife, RUTH T. LAWRENCE executed a Deed of Trust to First Federal Savings and Loan Association of Canton, Beneficiary, James H. Herring Trustee, which Deed of Trust is recorded in Book 437, at Page 874, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of -----Madison----- County, Mississippi; and

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

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

WHEREAS, on the 12th day of July, A.D., 1985, the Beneficiary appointed William F. Jones as Substituted Trustee, which instrument is recorded in Book 563, at Page 535, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of -----MADISON----- County, Mississippi; and

WHEREAS, default having been made in the payment of a part of the indebtedness secured by said Deed of Trust, which default continued for a period of time necessary for the holder thereof to declare the entire unpaid balance immediately due and payable, as was its option so to do under the terms of said Deed of Trust, and default having been made in said payment and said Substituted Trustee having been requested and directed by Magnolia Federal Bank for Savings to foreclose under the terms of said Deed of Trust, I, William F. Jones, Substituted Trustee, did on the 27th day of September, A.D., 1985, during legal hours, being between the hours of 11:00 a.m. and 4:00 p.m. at the front door of the County Courthouse in the City of South Canton, County of Madison, State of Mississippi, offer for sale at public auction and sell to the highest and best bidder for cash, according to law, the following described real property, situate and being in the County of Madison, State of Mississippi, and being more particularly described as:

Lots 17 & 18, Block G, Part 3, Oakhill Subdivision according to the map or plat of said subdivision on file in the office of the Chancery Clerk of Madison County, Mississippi, reference to said map or plat is made in aid of and as a part of this description.

together with all improvements thereon and appurtenances thereunto belonging.

Said property was sold after strictly complying with all the terms and conditions of said Deed of Trust and statutes made and provided in such cases. A notice of time, place and terms of said sale, together with a description of said property to be sold was given by publication in the MADISON COUNTY HERALD, a newspaper published in Madison County, Mississippi, for four consecutive weeks preceding the date of sale. The first notice of the publication appeared on September 5, 1985, and subsequent notices appeared on September 12, 1985, September 19, 1985, and September 26, 1985 and a notice identical to said published notice was posted on the bulletin board at the South front door of the County Courthouse in the City of Canton, County of Madison, State of Mississippi, for said time. The Proof of Publication is attached hereto as Exhibit "A" and made as much a part hereof as if copied out at length herein. Everything necessary to be done was done to make and effect a good and lawful sale.

At said sale, MAGNOLIA FEDERAL BANK FOR SAVINGS, a corporation, bid for said property in the amount of \$ 11,150.00, being the highest and best bid, the same was then and there struck off to MAGNOLIA FEDERAL BANK FOR SAVINGS, a corporation, and it was declared the purchaser thereof.

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

WITNESS MY SIGNATURE on this, the 27th day of September, A.D., 19 85.

*William F. Jones*  
WILLIAM F. JONES  
Substituted Trustee

STATE OF MISSISSIPPI  
COUNTY OF FORREST

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

GIVEN under my hand and seal of office on this, the 27th day of September, A.D., 19 85.

*[Signature]*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES



STATE OF MISSISSIPPI  
COUNTY OF MADISON

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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

Sub. Trust Sale

SUBSTITUTED TRUSTEE'S  
NOTICE OF SALE

WHEREAS, THEREL G. LAWRENCE and wife, RUTH T. LAWRENCE executed a Deed of Trust in favor of James H. Herring, Trustee, for the benefit of First Federal Savings and Loan Association of Canton, dated, December 22, 1937, and recorded in Book 437, at Page 874, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of the County of Madison, State of Mississippi; and

WHEREAS, on the 19th day of November, A.D. 1962, First Federal Savings and Loan Association of Canton, a corporation, merged with First Magnolia Federal Savings and Loan Association, a corporation, and

WHEREAS, on the 19th day of March, A.D. 1964, First Magnolia Federal Savings and Loan Association, a corporation, changed its name to Magnolia Federal Bank for Savings, a corporation; and

WHEREAS, on the 12th day of July, A.D. 1965, the Beneficiary appointed William F. Jones as Substituted Trustee, which instrument is recorded in Book 543, at Page 535, of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, default having been made in the payment of a portion of the indebtedness secured by said Deed of Trust, and the holder of said Deed of Trust of having declared all of the amount due and having requested this sale for the purpose of paying said indebtedness or as much thereof as said sale brings;

NOW, THEREFORE, I, William F. Jones, Substituted Trustee, will on the 27th day of September, A.D. 1965, within lawful hours, being between the hours of 11:00 o'clock a.m. and 4:00 o'clock p.m., offer for sale and will sell, at public outcry to the highest bidder for cash, at the South front door of the Madison County Courthouse in the City of Canton, County of Madison, State of Mississippi, the following described real property, situated and being in the County of Madison, State of Mississippi, and being more particularly described as follows, to-wit: Lots 17 & 18, Block G, Part 2, Oak Hill Subdivision according to the map or plat said subdivision on file in the office of the Chancery Clerk of Madison County, Mississippi, reference to said map or plat is made in aid of and as part of this description.

together with all improvements thereon and encumbrances thereunto belonging

I will convey only such title as is vested in me as Substituted Trustee

WITNESS MY SIGNATURE on this, the 3rd day of September, A.D. 1965.

WILLIAM F. JONES,  
Substituted Trustee  
#2203  
Sept. 3, 12, 19, 26, 1965

has been in said paper 4 times consecutively, to-wit:

On the 5 day of September, 1965

On the 12 day of September, 1965

On the 19 day of September, 1965

On the 26 day of September, 1965

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

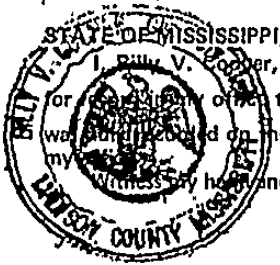
Subscribed before me, this 27th day of September, 1965

William F. Jones  
Notary

James Arden  
Canton, Miss. Sept. 26, 1965

Commission Expires May 27, 1967

PROOF OF PUBLICATION



I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in the office of the Chancery Clerk of said County on this 29 day of October, 1965, at 9:00 o'clock a. M., and was published on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, Book No. 209, on Page 491 in \_\_\_\_\_ and seal of office, this the \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_.

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

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) INDEXED,  
 cash in hand paid; and other good and valuable considerations,  
 the receipt and sufficiency of all of which is hereby  
 acknowledged, the undersigned WOODDALE, LTD., a Mississippi  
 Limited Partnership, does hereby sell, convey and warrant unto  
 WILLIAM S. WEEMS, the following described land and property lying  
 and being situated in Madison County, State of Mississippi, more  
 particularly described as follows, to-wit:

Part of Lot 35 of SPRING BROOK FARMS SUBDIVISION in  
 Madison County, Mississippi as recorded in Plat Cabinet  
 B, Slide 76, and described as follows:

Begin at the Southwest corner of said Lot 35 and run  
 thence North 22°00' East along the Westerly line of  
 said Lot 35, a distance of 555.32 feet; thence South  
 70°05'44" East, a distance of 181.94 feet; thence South  
 10°09'33" East, a distance of 208.13 feet; thence South  
 28°45'05" West a distance of 71.56 feet; thence South  
 54°16'17" West, a distance of 353.29 feet to the  
 Southerly line of said Lot 35; thence along said  
 Southerly line the following: North 78°46' West, a  
 distance of 73.84 feet; thence Northwesterly along an  
 arc to the right having a radius of 124.85 feet, a  
 distance of 23.15 feet, said arc has a chord of North  
 73°27' West, a distance of 23.12 feet to the point of  
 beginning, containing 2.74 acres, more or less.

ALSO: Part of Lot 28 of Spring Brook Farms Subdivision  
 in Madison County, Mississippi as recorded in Plat  
 Cabinet B, Slide 76 and described as follows:

Begin at the Southeast corner of said Lot 28 and run  
 thence Northwesterly along an arc to the right having a  
 radius of 124.85 feet a distance of 120.05 feet, said  
 arc has a chord of North 40°35'46" West, a distance of  
 115.48 feet; thence North 13°03' West, a distance of  
 143.96 feet; thence South 84°23'30" East, a distance of  
 112.38 feet; thence North 74°43' 56" East, a distance  
 of 97.24 feet; thence South 22°00' West along the  
 Easterly line of said Lot 28, a distance of 261.59 feet  
 to the point of beginning, containing 0.62 acres, more  
 or less.

TOGETHER WITH a nonexclusive easement for the control  
 of backwater from the lake on the above described  
 property and drainage control over and across a portion  
 of Lot 11 of Spring Brook Farms Subdivision, said strip  
 being forty (40) feet in width by three hundred fifty  
 (350) feet in length lying east of and adjacent to the  
 east boundary line of said Lot 35 and being more  
 particularly described as follows:

Begin at the southeast corner of said Lot 35 and run  
 thence North 03°56' East 350 feet to a point, thence  
 run South 87°35' East 40 feet to a point, thence run  
 South 03°56' West 350 feet, more or less to a point on  
 the North ROW line of Hunt Circle, thence westerly  
 along the North ROW line of Hunt Circle 40 feet, more  
 or less to the point of beginning.

For agreement

See Book 684, Page 150

Billy V. Cooper, CC

By: J. Cole, CC

7-6-89

Lot 35 Spring Brook Farms Subdivision is being subdivided by this conveyance and a portion of Lot 35 will be combined with a portion of Lot 28 Spring Brook Farms Subdivision and each of the three (3) lots formed by this division will comply with the restrictive covenants which provide that no lot may be subdivided into a tract or tracts containing less than three (3) acres.

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

THIS CONVEYANCE is subject to prior reservations by predecessors in title of all oil, gas and other minerals in, on or under the above described property as reserved in instrument recorded in Book 161 at Page 713.

THIS CONVEYANCE is subject to the terms and conditions of those certain Restrictive and Protective Covenants dated March 29, 1985 and filed for record in the office of the Chancery Clerk of Madison County, Mississippi.

THIS CONVEYANCE is subject to those certain utility easements affecting subject property as shown on the recorded plat of the aforesaid subdivision.

There is a lake located within the boundaries of Lot 35 of Spring Brook Farms Subdivision and the undersigned Grantor does hereby impose the following covenants pertaining to the use and maintenance of said lake on the above described property and the remaining portion of Lot 35, to-wit:

1. Lake is to be a fishing lake, and fertilization and liming of the water shall be permitted.
2. Only electrical motors such as trolling motors can be used on the lake. No gasoline motors are permitted without the consent of both lot owners.
3. Both lot owners are to have free use of the surface waters of 100% of the lake and no fences of any type may be constructed in the lake on the property lines or within fifty (50) feet of the North shore of the lake without the written permission from the other lot owner, provided however, each lot owner may restrict the other lot owner from using the shore line on his property for fishing or any other purpose.
4. The cost of the maintenance of the lake Dam/Spillway and the peninsula at the North end of the lake are to be shared equally by the two lot owners regardless of the number of feet of shore line owned by each lot owner. Maintenance of the dam is to include cutting the dam grass from the water level to the other side of the dam to the county road.

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- 5. No trees within thirty (30) feet of the shore line may be cut without written permission of the other lot owner.
- 6. No pollutant of any type may be permitted to drain into the lake.
- 7. No ducks, geese, swans or any other such birds may be kept in the lake as pets or for any other reason.
- 8. The peninsula in the lake is to be considered part of the lake and may be used by both lot owners with no restrictions due to property lines.
- 9. Only Bream and Bass may be stocked in the lake. White Perch may not be stocked in the lake.
- 10. Both Lot owners are prohibited from taking any action that would decrease the size of the lake and from taking any action that would change the lake in any way.
- 11. Both Lot owners are required to install Health Department approved individual home waste water treatment systems or plants and are prohibited from installing a septic tank system. A minimum of seventy-five (75) feet of Health Department approved field line is required with the individual home waste water treatment system. Both Lot owners are required to locate the treatment systems and field lines to keep drainage into the lake or onto the adjoining lot to a minimum.
- 12. The above and foregoing restrictions may be amended by the written agreement of both lot owners.

WITNESS THE SIGNATURE OF THE UNDERSIGNED, this the 23<sup>rd</sup> day of October, 1985.

WOODDALE, LTD.  
A Mississippi Limited Partnership

BY: MCCOOL, VAN DEVENDER & POOLE  
a Mississippi General Partnership, General Partner

By: Grady McCool, Jr.  
Grady McCool, Jr.  
General Partner

By: William J. Van Devender  
William J. Van Devender  
General Partner

By: James E. Poole, Jr.  
James E. Poole, Jr.  
General Partner

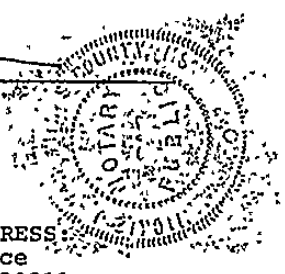
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STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY came and appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named GRADY McCOOL, JR., WILLIAM J. VAN DEVENDER AND JAMES E. POOLE, JR., personally known to me to be the General Partners of the within named McCOOL, VAN DEVENDER & POOLE, a Mississippi General Partnership, which is the General Partner of the within named WOODDALE, LTD., a Mississippi Limited Partnership, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned for and on behalf of said General Partnership and as its own act and deed, while acting as the General Partner of the aforesaid WOODDALE, LTD., they having been first duly authorized so to do.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE this the 23<sup>rd</sup> day of October, 1985.

*Micki J. Van*  
NOTARY PUBLIC



My Commission Expires:  
My Commission Expires May 23, 1989

GRANTOR'S ADDRESS:  
P. O. Box 5371  
Jackson, MS 39216

GRANTEES' ADDRESS:  
212 River Place  
Jackson, MS 39211

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 29 day of October, 1985, at 9:15 o'clock A. M., and was recorded on the NOV 1 1985 day of NOV 1 1985, 1985, Book No. 209 on Page 497 in my office and seal of office, this the NOV 1 1985 day of NOV 1 1985, 1985.

BILLY V. COOPER, Clerk  
By *M. Swalley*, D.C.

STATE OF MISSISSIPPI  
COUNTY OF MADISON

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, WE, WILLIAM J. SHANKS and MARK S. JORDAN, do hereby convey and warrant unto:

Earl Batchelor

the following described real property situated in Madison County, Mississippi, to wit:

LOTS 122 & 130, POST OAK PLACE III-B, a subdivision platted and recorded in Cabinet Slide B-80, in the Chancery Clerk's office of Madison County, Mississippi

SUBJECT ONLY TO THE FOLLOWING:

1. Subject to streets, rights-of-way, utilities and easements as shown on the plat of said subdivision.
2. Subject to the payment of taxes to the City of Madison and Madison County, Mississippi for the year 1985 to be prorated and paid as follows:  
Grantor \_\_\_\_\_; Grantee \_\_\_\_\_.
3. Subject to prior conveyance, exception, or reservation of oil, gas, and other minerals by prior owners.
4. Subject to a set of Protective Covenants recorded in Book 565 at Page 632 in the record of mortgages and deeds of trust on land in Madison County, Mississippi.
5. Subject to zoning ordinances and subdivision regulations for the Town of Madison, Mississippi and Madison County, Mississippi.

WITNESS OUR SIGNATURES this 24 day of Oct., 1985.

William J. Shanks  
William J. Shanks

Mark S. Jordan  
Mark S. Jordan

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority, in and for the above county and state, the within named William J. Shanks, who acknowledged that he did sign and deliver the above and foregoing Warranty Deed as and for his free act and deed on

the day and date therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 24 day of Oct., 1985.

*Susan McAuliffe*  
Notary Public  
Justice Court Clerk

My Commission Expires:  
1-4-88

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me the undersigned authority, in and for the above county and state, the within named Mark S. Jordan, who acknowledged that he did sign and deliver the above and foregoing Warranty Deed as and for his free act and deed on the day and date therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 24 day of Oct., 1985.

*Susan McAuliffe*  
Notary Public  
Justice Court Clerk

My Commission Expires:  
1-4-88

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed in my office on the 29 day of October, 1985, at 9:15 o'clock A. M., and my hand and seal of office, this the NOV 1 day of 1985, 1985, Book No 209, on Page 498, in

By Billy V. Cooper, Clerk  
D.C.